

**CHARTER TOWNSHIP OF YPSILANTI**  
**MINUTES OF THE NOVEMBER 21, 2017 REGULAR MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:05 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

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

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC COMMENTS**

Larry Krieg, Township Resident, said he was the Townships' Representative on the Board of Directors of THE RIDE. Mr. Krieg described the different forms of transit AAATA offers. He stated in January there will be an express bus for Ypsilanti Township and the introductory fare would be \$1.50 for six months. He said there would be free parking near the Shell Gas Station on Joe Hall Drive and the bus will pick up and drop off at that location. He said he would check and make sure the bus route throughout the Township would have a stop on Joe Hall Drive so others that only ride the bus can catch this express bus to Ann Arbor.

Timothy King, Township Resident is a member of the Washtenaw County Republican Executive Committee and thanked Trustee Wilson for helping to facilitate a meeting with the Democratic Executive Committee. He said that a proclamation was passed to help with the Willow Run Bomber Plant Memorial. Mr. King asked the Board if they could facilitate a meeting with Senator Warren and Senator Coback along with other members of the legislature to work together to get this Memorial. He told Supervisor Stumbo he really needed her help.

Mittie McMaster, Township Resident stated she was a resident of the township for 69 years and 4 months. She said regarding the memo Mr. Sherwood gave to the board, she does not feel seniors should have to pay another increase for golf at Green Oaks. She said she feels that senior members are being taken advantage of and explained how she could pay less to play on her leagues and not be a member.

Arloa Kaiser, Township Resident, thanked everyone who voiced their opinion against the proposed roundabout at the intersection of Cross and Harris. Ms. Kaiser would like the public to be able to see how each elected official votes on all projects.

Trustee Jarrell Roe thanked Ms. Kaiser for all the hard work she did regarding this roundabout.

Brian Conaway, Waste Management of Michigan, introduced himself to the Board and expressed his appreciation for the Townships' business.

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Arloa Kaiser, Township Resident stated she hasn't had any problems with Waste Management. She said the gentlemen are always very courteous and they do a fantastic job.

Darlene Devall, Township Resident wanted to express to Kirk Sherwood that she was glad he was trying to get younger people involved in golf. She said that the literature she handed out should only compare Green Oaks to Pierce Lake because it was also a government run course.

Timothy King, Township Resident stated they have a golf scramble ever year and would have it at Green Oaks if they had a restaurant facility.

Mittie McMaster, Township Resident stated that if not having a restaurant stops them from having their scramble at Green Oaks, there is catering available for outings.

**CONSENT AGENDA**

**A. MINUTES OF THE OCTOBER 17, 2017 WORK SESSION AND REGULAR MEETING AND MINUTES OF THE NOVEMBER 9, 2017 SPECIAL WORK SESSION AND SPECIAL MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR NOVEMBER 7, 2017 IN THE AMOUNT OF \$650,305.45**
- 2. STATEMENTS AND CHECKS FOR NOVEMBER 21, 2017 IN THE AMOUNT OF \$1,638,971.56**
- 3. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR OCTOBER 2017 IN THE AMOUNT OF \$26,864.29**
- 4. CHOICE HEALTH CARE ADMIN FEE FOR SEPTEMBER 2017 IN THE AMOUNT OF \$1,235.00**

**C. SEPTEMBER 2017 TREASURER'S REPORT**

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

<b>Jarrell Roe:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>	<b>Ross-Williams:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>
<b>Wilson:</b>	<b>Yes</b>				

**The motion carried unanimously.**

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**WASHTENAW COUNTY SHERIFF'S DEPARTMENT COMMUNITY OUTREACH  
RECOVERY ENFORCEMENT PRESENTATION**

Commander Marlene Radzik introduced Deputy Danny Buffa, and Community Mental Health Social Worker Renee Blaze, she said they were part of a new concept called CORE (Community Outreach Recovery Enforcement) whose goal was to combat the opioid epidemic that was hitting our community.

Commander Radzik stated with the opioid epidemic she has never seen anything taking lives like this drug epidemic. She said in 2014 there were three overdose deaths a week within Washtenaw County and it is now up to seven overdose deaths a week. She said the collaboration between the Sheriffs' Department and Washtenaw Community Mental Health was formed to battle this crisis.

Commander Radzik explained they realized the way they were dealing with opioid uses was not working. She said all deputies in Washtenaw County now carry Naloxone, which they can administer on the scene to stop overdoses. She said if they make it to the hospital they send resources to the hospital immediately to attempt an early intervention. Commander Radzik said they then follow up with Deputy Buffa and Social Worker Blaze and together they will do an intervention. She said many times these individuals will have warrants out for the criminal activity that goes with addiction but now it is an arrest with follow up and they begin working with them immediately. She said they work closely with other programs in the community and agencies to get the individual help immediately to combat the addiction. She said they don't let them slip through the cracks. Commander Radzik stated that many individuals who suffer from substance use also suffer from mental health issues. She said they try to treat the whole person and not just the addiction. Commander Radzik stated that with Community Mental Health on board and quicker response from the Sheriffs' Department it is now a better partnership to tackle this crisis.

Deputy Danny Buffa stated he and Social Worker, Renee Blaze began working on a case together approximately two years ago. He said it was a robbery case and the victim of the robbery had a substance abuse problem with heroin and cocaine addiction. Deputy Buffa said he and Ms. Blazes' expertise in different areas makes this process work more efficiently. Ms. Blaze stated that she was also a peer support person and that she had many of the same issues earlier in her life as some of their clients have because of this she felt she could relate better with them.

Deputy Buffa explained a typical case they had been working on. He said a family had contacted them regarding a family member who they felt had a heroin addiction. Deputy Buffa stated he and Ms. Blaze went to the home and conducted an extensive interview with the parents regarding their adult child. He said that through the interview they learned the adult child had been in and out of treatment centers. He said that in one of the inpatient treatment facilities they had met a boyfriend/girlfriend who was there for alcohol abuse. Deputy Buffa said that they began working with the couple and found out that the boyfriend/girlfriend had been using heroin for several months. Deputy Buffa stated they made a traffic

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stop on this couple and he found what he believed to be heroin. He said they arrested both of them. He said as he was field-testing the heroin, showing Ms. Blaze how that was done, the substance was not showing positive for heroin. He said after taking the substance to a drug testing facility it tested positive for almost 100% fentanyl. He said that before the couple had left to go purchase their "heroin" a third person also gave them money to purchase for them. Deputy Buffa is positive that if they had not stopped that couple with a traffic stop, three individuals would have lost their life by taking fentanyl that they believed was heroin. He said that they were able to get one of the individuals into the 14B Drug Court.

Ms. Blaze stated they work with the courts, public defenders, and judges. She said they visit these individuals in jail and work with them on recovery and treatment. She said the crucial time is when they come out of treatment. Ms. Blaze said she and Deputy Buffa have the individuals sign a release of information so they can stay in contact with them after treatment. She said they help by getting the necessary resources and support to help these individuals until they are able to be on successful on their own and if the individual slips again they will be there to help them again with a different plan.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

There was no general legal update.

**NEW BUSINESS**

**1. BUDGET AMENDMENT #16**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Budget Amendment #16 (see attached).**

<b>Jarrell Roe:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>	<b>Ross-Williams:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>
<b>Wilson:</b>	<b>Yes</b>				

The motion carried unanimously.

**2. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF 2018 COMPOST CENTER PRICING**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request of Jeff Allen, Residential Services Director for Approval of 2018 Compost Center Pricing (see attached).**

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Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

**3. REQUEST OF JEFF ALLEN, RESIDENTIAL SERVICES DIRECTOR FOR APPROVAL OF ONE (1) YEAR MAINTENANCE CONTRACTS WITH W.J. O'NEIL FOR PREVENTATIVE MAINTENANCE AND EMERGENCY REPAIR OF THE MECHANICAL SYSTEMS AT THE FOLLOWING LOCATIONS**

- A. CIVIC CENTER IN THE AMOUNT OF \$833.00 PER MONTH BUDGETED IN LINE ITEM #101-265-000-818-001**
- B. COMMUNITY CENTER IN THE AMOUNT OF \$1,135.00 BUDGETED IN LINE ITEM #230-751-000-818-002**
- C. 14B DISTRICT COURT IN THE AMOUNT OF \$391.00 PER MONTH BUDGETED IN LINE ITEM #236-136-000-933-001**
- D. LEC BUILDING IN THE AMOUNT OF \$415.00 BUDGETED IN LINE ITEM #266-301-000-931-015**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request of Jeff Allen, Residential Services Director for One (1) Year Maintenance Contracts with W.J. O'Neil for Preventative Maintenance and Emergency Repair of the Mechanical Systems at the Following Locations (see attached)

- A. CIVIC CENTER IN THE AMOUNT OF \$833.00 PER MONTH BUDGETED IN LINE ITEM #101-265-000-818-001**
- B. COMMUNITY CENTER IN THE AMOUNT OF \$1,135.00 BUDGETED IN LINE ITEM #230-751-000-818-002**
- C. 14B DISTRICT COURT IN THE AMOUNT OF \$391.00 PER MONTH BUDGETED IN LINE ITEM #236-136-000-933-001**
- D. LEC BUILDING IN THE AMOUNT OF \$415.00 BUDGETED IN LINE ITEM #266-301-000-931-015**

Jeff Allen, Residential Services Director, stated this contract includes W.J. O'Neil frequently checking to make sure our equipment is working properly and to help prevent future problems with our equipment. He said they will train our personnel on how to detect problems and do minor maintenance.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

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**4. REQUEST OF MARK NELSON, 14B MAGISTRATE /COURT ADMINISTRATOR FOR AUTHORIZATION TO ACCEPT THE DRUG COURT DOCKET GRANT IN THE AMOUNT OF \$155,000.00 FOR THE REMAINDER OF 2017 AND 2018**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request of Mark Nelson, 14B Magistrate/Court Administrator for Authorization to Accept the Drug Court Docket Grant in the amount of \$155,000.00 for the Remainder of 2017 and 2018 (see attached).**

Magistrate Nelson stated this was the fourth year doing the drug court. He said currently there were 35 individuals in their treatment court. Magistrate Nelson stated that first they work on the individuals' trauma, then they work with their addiction, and then teach them life skills. He said many do not know how to get a place to live, how to pay bills, how to read. He said they don't have any life skills. Magistrate Nelson said they focus on all these areas of recovery. He said it was a 2 year program along with 2 year probation, if they do not get incarcerated during that time. He said the paid positions are contract labor and not township employees. Magistrate Nelson stated the 2017 grant ended September 30, 2017 and now they are spending out of the 2018 grant. He said he would come back to the Board with a budget amendment to show what was spent in 2017.

Clerk Lovejoy Roe stated she had attended one of the graduations from the Drug Court. She said the program had great results.

<b>Jarrell Roe:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>	<b>Ross-Williams:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>
<b>Wilson:</b>	<b>Yes</b>				

**The motion carried unanimously.**

**5. REQUEST OF KIRK SHERWOOD II, DIRECTOR OF GOLF FOR APPROVAL OF THE 2018 GOLF COURSE RATES AND APPROVAL OF THE CART STORAGE CONTRACT**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Kirk Sherwood II, Director of Golf for Approval of the 2018 Golf Course Rates and Approval of the Cart Storage Contract.**

Kirk Sherwood, Director of Golf handed out a breakdown of the charges for golf. He explained the different packages.

Trustee Jarrell Roe suggested having a senior rate since Ypsilanti Township provides senior rates for other recreation in the Township.

Supervisor Stumbo, along with others on the Board discussed other pricing with Mr. Sherwood.

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Trustee Ross-Williams suggest offering discount to the members for their longevity for their loyalty to the golf course.

Kirk Sherwood asked for clarification regarding closing the Golf Course for the winter. Trustee Eldridge stated that as long as the weather was good the Golf Course should be open since there was a need for more revenue. Supervisor Stumbo stated there were maintenance issues that needed to be completed in the fall. Tim Smith, Golf Course Superintendent stated they could do the maintenance on nine holes and then reverse it keeping nine holes available. Kirk Sherwood stated he could keep the Golf Course open Monday through Friday since he was at the course during the week.

Mittie McMaster, Township Resident stated she was concerned the only increase in revenue that Green Oaks comes up with was to increase membership from seniors. She suggested if they would like to increase revenue then put a golf simulator in and have league play all year long. Kirk Sherwood stated that a golf simulator would cost \$90,000.00.

Clerk Lovejoy Roe stated she would like to help the seniors to be able to continue golfing at Green Oaks. She said we appreciate them, most golfed here when they were not seniors. Clerk Lovejoy Roe stated we still need to find ways to increase the revenue.

Trustee Eldridge confirmed with Mr. Sherwood that the Military discount was to anyone who had the credentials verifying their military service. He also stated a golf simulator could be rented for the months you wished to use it and that it might be a good way to bring in additional revenue. Trustee Eldridge suggested we bring this back to the next meeting.

Trustee Wilson questioned with the increase in fees what was Kirks' projected revenue increase. Kirk Sherwood stated it was about \$2,500.00 to \$3,000.00. Trustee Wilson suggested a simulator would be a good idea along with adding food, beer, and wine. Kirk said he also wanted to suggest adding a range but with the budget he didn't think he could ask for that.

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to Table the Request of Kirk Sherwood II, Director of Golf for Approval of 2018 Golf Course Rates and Approval of the Cart Storage Contract until the next board meeting.**

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

**The motion carried unanimously to table.**

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**6. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR APPROVAL OF THE MAJESTIC LAKES PLANNED DEVELOPMENT STAGE II FINAL SITE PLAN AND DEVELOPMENT AGREEMENTS FOR THE VILLAGE AT MAJESTIC LAKES, MAJESTIC LAKES ESTATES AND THE PONDS AT MAJESTIC LAKES**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson with the Recommended Conditions, supported by Trustee Wilson to Approve Request of Mike Radzik, OCS Director for Approval of the Majestic Lakes Planned Development Stage II Final Site Plan and Development Agreements for the Village at Majestic Lakes, Majestic Lakes Estates and the Ponds at Majestic Lakes including conditions outlined in the revised letter (see attached).**

Mike Radzik, OCS Director explained to the board the Plan Development Stage II Final Site Plan. He said this site was about 254 acres, 50% of the site was open space, 65% of the site was designated preservation areas which includes over 90 acres of lakes. He said the overall density was about 1 ½ units per acre and when completed there would be a total of 391 housing units. Mr. Radzik stated there would be a North side and a South side. He said that at Huron River Drive and Textile, that is considered the north side and currently has 2 buildings on it which each have 8 condos so a total of 16 condos known as the Ponds of Lakewood. Mr. Radzik stated that in the final stage there would be 37 single family condos with 50' wide lots. He said the new single family condos would be known as the Ponds at Majestic Lakes. Mr. Radzik said that on the south side which is east of Tuttle Hill and north of Merritt, on 239 acres, there would be three different styles of housing. He said one is the Nautica Apartment Community which is 142 attached single family ranch apartment homes that would be a rental community. Mr. Radzik stated the next phase would be 81, 50' wide single family lots that will be known as Majestic Lake Estates and the third phase would be 115, 60' wide single family condos. He said 72 of the 60' condo already exist in what is known as the Lakewood Estates. Mr. Radzik stated the other 43, 60' foot lots will be known as Village at Majestic Lakes and is one of the three development agreements for the board to approve tonight. He said the Village at Majestic Lakes has elevations already determined because the builder has already been identified as Lombardo Homes. He said the two other developments do not have a builder at this time, so the elevations would be determined when a builder was identified and that it would come back to the Township Board for approval.

Attorney Winters, Township Attorney stated he reviewed the site plans and development agreements and they were in proper form and the Board can proceed if they so desire.

Supervisor Stumbo said she hoped that the development would not look like a cookie cutter development. She said they had spoken about putting in 220 electric in the garages for the electric cars. She also stated that in the common areas there should be no chemicals used that were not good for the environment and bees. Supervisor Stumbo questioned who would be responsible for drain maintenance. Attorney Winters stated in the development agreement it states who is responsible



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for drains, sidewalks, etc. and it was the builder and then would be the Home Owners Association.

Jessica Howard, OHM Advisors, stated once the plans are revised prior to the pre-construction meeting a maintenance schedule would be provided with details on who is responsible including everything that needs to be done routinely, bi-annually, annually, etc.

Attorney Winters stated in the 1<sup>st</sup> amendment in the development agreement all those responsibilities were specified. He said it was the Home Owners Association that would be responsible for the storm water management as well as the replacement of sidewalks. Jessica Howard stated the contractor would maintain and fix problems until it's turned over to the Home Owners Association.

Mr. Kannicki Developer, stated that this area is an officially established County Drainage district. He said in addition there were provisions for on site inspections of the storm water management system required during construction. He said at the time of plant and seed delivery a Water Resource Commission Land Landscape Reviewer must be present and the quality of species would be inspected on site.

Supervisor Stumbo asked about sump pumps and Mr. Kannicki replied that all the basements they have dug have been dry and above the water table.

Supervisor Stumbo questioned Mr. Kannicki about the street trees. She said depending on what type of trees were planted, if they have deep roots they should not be planted near streets because they interfere with drains and if they grow tall near street lights they would block the lights.

**A revised motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve the Majestic Lakes Planned Development Stage II Final Site Plan and Development Agreements for the Village at Majestic Lakes, Majestic Lake Estates, and the Ponds at Majestic Lakes with the following conditions:**

- 1. Floor Plans and elevation for the Ponds at Majestic Lakes and Majestic Lake Estates shall be reviewed and Approved by the Township Board Prior to the Issuance of Building Permits and construction for Those Phases**
- 2. Development Agreements for the Ponds at Majestic Lakes and Majestic Lake Estates will both have the word Board added on page 3, Item 7 after Township (requiring Township Board approval of Plans and Elevations for both the Ponds at Majestic Lakes and majestic Lakes Estates)**
- 3. Site Plan comments in OHM's review letter dated August 28, 2017 shall be completed prior to a pre-construction meeting which will also include a maintenance schedule that will be on the plan and also in the**

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**Development Agreement for future requirements as to who will be responsible**

- 4. Compliance with all requirements specified in the following agency review letters:
  - **Washtenaw County Road Commission letter dated July 26, 2017**
  - **Washtenaw county Water Resources Commission Letter dated June 29, 2017**
  - **Ypsilanti Community Utilities Authority Letter dated June 6, 2017**
  - **Ypsilanti Township Fire Department letter dated August 25, 2017****
  
- 5. A photometric plan including pole type and light fixture type shall be submitted for review and approval by planning staff and administration (three full time officials)**
  
- 6. Residential entrance signs shall be submitted for review and approval by planning staff and administration (three full time officials)**
  
- 7. Bee Friendly natural species plantings will be included**
  
- 8. Phosphorous Reduction Ordinance will be followed**
  
- 9. Consideration given for option to include in every household electric vehicle plug in**

<b>Jarrell Roe:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>	<b>Ross-Williams:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>
<b>Wilson:</b>	<b>Yes</b>				

**The motion carried unanimously.**

- 7. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 2061 CHEVROLET AND 2124 BOMBER AVE. IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

**A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Property Located at 2061 Chevrolet and 2124 Bomber Ave. in the Amount of \$20,000.00 Budgeted in Line Item #101-950-000-801-023.**

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Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

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

**A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to Approve the Communications Site Lease Agreement for Cell Tower Located at 2801 Holmes Rd. in the Amount of \$175,000.00.**

Attorney Winters stated he has been in contact with Tower Point Capital who expressed interest in acquiring our rights to the cell tower located at 2801 Holmes Rd. He said this was a different scenario from the cell towers located on Huron River Drive. Attorney Winters stated Tower Point Capital would pay the Township a lump sum of \$175,000.00 and they would also share 50/50 on potential future revenue opportunities that could be coming to this site given the option that we had granted a few years ago to Crown Castle to expand the location by an additional 1250 sq. ft. Attorney Winters stated there is a deadline of November 30, 2017 to accept this offer and he said this would require a more detailed agreement to come back to the board. He said he wanted to present this opportunity because it provide a lump sum, non-tax revenue opportunities that would give the township \$175,000.00 to be used as the board would see fit. Attorney Winters stated this site generates \$18,000.00 a year. He said we would have \$740,000.00 from the SBA tower before December 22<sup>nd</sup>.

Arloa Kaiser, Township Resident asked if the \$175,000.00 could be put toward the Seaver Farm Bond. Attorney Winters said it could but the Seaver Farm Bond will be paid in full with the \$740,000.00 that we will receive by December 22, 2017.

Supervisor Stumbo asked if the approval was for accepting the offer or the formal agreement. Attorney Winters said this was just for the acceptance of the offer but he will bring back a formal agreement.

**A revised motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to formally accept the \$175,000.00 offer for Communications Site Lease Agreement for the cell tower Located at 2801 Holmes Road with the understanding that a formal agreement will be brought back to the Board for approval and signing.**

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

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**9. REQUEST TO SET PUBLIC HEARING FOR TUESDAY, DECEMBER 5, 2017  
AT APPROXIMATELY 7:00PM FOR THE 2018 FISCAL YEAR BUDGET**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve the Request to set a Public Hearing for Tuesday, December 5, 2017 at Approximately 7:00PM for the 2018 Fiscal Year Budget.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

**10. REQUEST APPROVAL TO AMEND THE PROVIDER OF THE CAFETERIA  
PLAN BENEFITS TO CLARITY BENEFIT SOLUTIONS AS RECOMMENDED BY  
OUR HEALTH INSURANCE AGENT/BROKER, ASCEND GROUP**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Request for Approval to Amend the Provider of the Cafeteria Plan Benefits to Clarity Benefit Solutions as Recommended by our Health Insurance Agent/Broker, Ascend Group.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

**AUTHORIZATIONS AND BIDS**

**1. REQUEST OF ERIC COPELAND, FIRE CHIEF TO AWARD THE LOW BID FOR  
REPLACEMENT OF THE CARPET AT FIRE STATION HEADQUARTERS TO  
SHAMROCK FLOORCOVERING SERVICES IN THE AMOUNT OF \$18,804.00  
BUDGETED IN LINE ITEM #206-907-000-971-008**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request of Eric Copeland, Fire Chief to Award the Low Bid for Replacement of the Carpet at Fire Station Headquarters to Shamrock Floorcovering Services in the Amount of \$18,804.00 Budgeted in Line Item #206-970-000-971-008.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	Yes	Stumbo:	Yes	Doe:	Yes
Wilson:	Yes				

The motion carried unanimously.

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**OTHER BUSINESS**

**A motion was made by Trustee Ross-Williams supported by Trustee Eldridge to go into closed session to Discuss a Specific Opinion on Litigation in an Arbitration Matter Involving the Township and AFSCME Council 3451 and Dawn Scheitz and to Discuss Material Exempt under Federal and State Statues Pertaining to Attorney/Client privileged communications.**

<b>Jarrell Roe:</b>	<b>Yes</b>	<b>Eldridge:</b>	<b>Yes</b>	<b>Ross-Williams:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>
<b>Wilson:</b>	<b>Yes</b>				

**The motion carried unanimously.**

**The Board went into closed session at 9:44 p.m.**

**The Board returned from the closed session at 11:03 pm.**

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

**The motion carried unanimously.**

**The meeting was adjourned at approximately 11:04 pm.**

**Respectfully Submitted,**

**Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti**

**Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti**

**CHARTER TOWNSHIP OF YPSILANTI  
2017 BUDGET AMENDMENT #16**

November 21, 2017

**101 - GENERAL OPERATIONS FUND**

**Total Increase \$2,281.00**

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 50 hours to be paid at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$942.00
		<b>Net Revenues</b>	<b><u><u>\$942.00</u></u></b>
Expenditures:	Accounting Salaries pay out -PTO	101-201-000-708.004	\$875.00
	FICA	101-201-000-715.000	\$67.00
		<b>Net Expenditures</b>	<b><u><u>\$942.00</u></u></b>

Request to increase budget for PTO payout request over the budgeted 32 hours, an additional 60 hours to be paid at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,339.00
		<b>Net Revenues</b>	<b><u><u>\$1,339.00</u></u></b>
Expenditures:	Treasurer Salary pay out PTO	101-253-000-708.004	\$1,244.00
	FICA	101-253-000-715.000	\$95.00
		<b>Net Expenditures</b>	<b><u><u>\$1,339.00</u></u></b>

**236 - 14B DISTRICT COURT FUND**

**Total Increase \$40,000.00**

Request to increase the Grant line for both revenues and expenditures for the period between October 1, 2017 and December 31, 2017, which is part of the 2018 Grant agreement. This will be funded by the reimbursement from the State Grant Program.

Revenues:	Prior Year Fund Balance	236-000-000-569.019	\$40,000.00
		<b>Net Revenues</b>	<b><u><u>\$40,000.00</u></u></b>
Expenditures:	Court Innovation Grant	236-136-000-802.100	\$40,000.00
		<b>Net Expenditures</b>	<b><u><u>\$40,000.00</u></u></b>

Motion to Amend the 2017 Budget (#16):

Move to increase the General Fund budget by \$2,281 to \$11,172,727 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund by \$40,000 to \$1,977,300 and approve the department line item changes as outlined.

## Compost Site

2600 East Clark Rd., Ypsilanti, MI 48198 - Phone: 734.482.6681



### Acceptable Items for Composting

- Brush, Grass, Leaves, Woodchips

### Acceptable Items for Recycling

- Automobile Batteries
- Freon related items:
  - Refrigerator/Freezer (doors removed), de-humidifier, water cooler, air-conditioner, etc.
- Household Recycle Items
- Scrap Metal – **no metal fencing**
- White Goods: i.e., dryer, stove, humidifier, washer, water heater, etc.

### Acceptable Items In Refuse Dumpster

- Carpet
- Drywall
- Furniture
- Household batteries
- Landscaping Timbers
- Lumber
- Mattress/Box Spring
- Paint (**dried-latex only**)
- Shingles

### Unacceptable Items In Refuse Dumpster

- Computer & related items
- Concrete
- Fluorescent tubes/bulbs
- Household chemicals
- Paint (oil based/enamel)
- Propane Tanks
- Tires (with or without rims)

## 2018 PRICE MENU

<u>Item</u>	<u>Ypsilanti Township</u>	<u>City of Ypsilanti</u>	<u>Superior Township</u>	<u>All Others</u>
Compost	2 yds. free (add'1 \$8/yd.)	\$12/yd	\$12/yd	\$12/yd
Wood Chips	3 yds. free (add' \$5.00/yd.)	\$5.00/yd	\$5.00/yd	\$5.00/yd
Wood Mulch	\$13.50/yd	\$13.50/yd	\$13.50/yd	\$13.50/yd
<b>Economy Mulch</b>	\$8.50/yd	\$8.50/yd	\$8.50/yd	\$8.50/yd
Screened Asphalt Millings	\$10.00 yd	\$10.00 yd	\$10.00 yd	\$10.00 yd
Unscreened Asphalt Millings	\$8.00 yd	\$8.00 yd	\$8.00 yd	\$8.00 yd
Yard Waste	No charge Twp. Resident	Invoice City \$11.50/yd	\$11.50/yd.**	\$13/yd
Wood > 1 ft. diameter	\$13/yd	\$13/yd	\$13/yd	\$13/yd
Trash – 1 cyd. min.	\$15/yd	\$22/yd	\$22/yd.**	\$22/yd
Scrap Metal	No Fee	No Fee	No Fee	No Fee
Automobile Batteries	No Fee	No Fee	No Fee	No Fee
<b>Freon related items</b>	\$10.00 each	\$20.00 each	\$20.00 each**	\$20.00 ea

### Hours of Operation

\*\*Superior residents eligible for max. reimbursement of \$50.00 one time per year.

April – November / Monday – Friday / 8:00 a.m. – 4:00 p.m.

Saturday 9:00 a.m. – 4:00 p.m.

Winter Hours: December – March / Saturday *ONLY* / 9:00 a.m. – 4:00 p.m.

**Cash or check ONLY. Please check in with gate attendant - proof of residency is required (drivers license).** Please do not leave materials outside the gate. All prices are set at a minimum charge.



# **PLANNED MAINTENANCE AGREEMENT**

FOR

Charter Township of Ypsilanti  
14B District Court  
7200 S. Huron River Drive  
Ypsilanti, Michigan 48197



Attn: Mr. Jeff Allen - Director

## PLANNED MAINTENANCE AGREEMENT

### THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate \$105.00 per man-hour for Mon – Fri. except Holidays.
- Preferred customer overtime service rate \$155.00 per man-hour for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates \$195.00 for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a \$ 70.00 daily truck charge.

### INSPECTION SCHEDULES:

Jan    Feb    Mar    Apr    May    Jun    Jul    Aug    Sep    Oct    Nov    Dec

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
RTU 1	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 2	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 3	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 4	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 5	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 6	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU 7	O,FC			SS,FC			CC,O,FC			FS, FC		

<b>Service Delivery</b>
<b>Key for designations</b>
O = Operational Assessment
FC = Filter Change
CC = Condenser Coil Cleaning
SS = Spring Start-up
FS = Fall Start-up



## EQUIPMENT:

1	City Hall Lower Roof	RTU 1	Carrier	48HCEA06BZA5A2B0A0	0711G00416
1	City Hall Lower Roof	RTU 2	Carrier	48PGEC08BD-50-A0	1011G00014
1	City Hall Lower Roof	RTU 3	Carrier	48HCEA04B2A5A2B0A0	0711G30412
1	City Hall Lower Roof	RTU 4	Carrier	48PGC12BD-50-A0	0911G50022
1	City Hall Lower Roof	RTU 5	Bryant	580FPV0914180AA	0906G20661
1	City Hall Lower Roof	RTU 6	Carrier	48PGEC08BD-50-A0	1011G00013
1	City Hall Lower Roof	RTU 7	Carrier	48PGEC12DB-50-A0	0911G50023

## SERVICES PROVIDED

### Rooftop Units

#### Heating Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check for evidence of build-up or fouling on heat exchange surfaces.
- Check for proper damper operation. Adjust as needed.
- Check combustion chamber, burner and flue for deterioration, leaks, moisture problems, condensation, and combustion products.
- Inspect burners, orifices, ignition system, pilots, control valves and all wiring.
- Inspect heat exchanger for signs of corrosion or cracks.

### Rooftop Units

#### Operational Assessment

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Check for proper damper operation. Adjust as needed.

### Rooftop Units

#### Condenser Coil Cleaning

- Inspect condenser coil for leaks or corrosion.
- Straighten bent fins.
- Remove any foreign objects.
- Clean coils with coil cleaner and water.

## **Rooftop Units**

### **Cooling Season Start Up**

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check P-trap. Prime as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check for proper operation of cooling coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades to ensure proper operation.
- Check refrigerant system pressures or temperatures.
- Check integrity of all panels on equipment.
- Inspect compressor(s) for any refrigerant or oil leaks.
- Inspect condensate drain line for proper drainage.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check evaporator coil fins to ensure they are properly functioning.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.
- Inspect air-cooled condenser surfaces.
- Check low ambient head pressure control sequence for proper operation.
- Check for excessive scale or debris on condenser surfaces.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate drain line for proper drainage.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls.

**GENERAL CONDITIONS:**

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

**TERMS:**

This agreement shall be in effect from **January 01, 2018** to **December 31, 2018** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$4,692 (Four Thousand Six Hundred Ninety-two and 00/100 Dollars)  
Payable in 12 Monthly payments @ \$391 Per Month**

YOUR ACCEPTANCE

OUR APPROVAL

\_\_\_\_\_  
Company

W.J. O'NEIL COMPANY  
Company

By:



By: Mark A. Pavlicek, C.E.M.  
Account Executive

Title:

Date:



# **PLANNED MAINTENANCE AGREEMENT**

FOR

Charter Township of Ypsilanti  
City Hall  
7200 S. Huron River Drive  
Ypsilanti, Michigan 48197



Attn: Mr. Jeff Allen - Director



## PLANNED MAINTENANCE AGREEMENT

### THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate \$105.00 per man-hour for Mon – Fri. except Holidays.
- Preferred customer overtime service rate \$155.00 per man-hour for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates \$195.00 for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a \$ 70.00 daily truck charge.

### INSPECTION SCHEDULES:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Chiller 1				SS		CC	O					
Pump 1	O			O			O					
Pump 2	O			O			O					
AHU-1	O,FC			O,FC			O,FC			O,FC		
AHU-2	O,FC			O,FC			O,FC			O,FC		
AHU -3	O,FC			O,FC			O,FC			O,FC		
AHU-4	O,FC			O,FC			O,FC			O,FC		
Boiler 1	O									CSD-1		
Boiler 2	O									CSD-1		
Boiler 3	O									CSD-1		
HW Pump 1	O									O		
HW Pump 2	O									O		
Sidewalk Boiler	O									CSD-1		
UH-1										FS		
AC-1				SS		CC	O					

<b>Service Delivery</b>
<b>Key for designations</b>
O = Operational Assessment
FC = Filter Change
CC = Condenser Coil Cleaning
SS = Spring Start-up
FS = Fall Start-up
CSD-1 = State Boiler Safety Test



## EQUIPMENT:

1	City Hall Upper Roof	Chiller 1	Trane	RTAC155	U10A06399
1	City Hall Upper Mech Rm	Pump 1	Marathon	213TTDBA4026AA	5 HP
1	City Hall Upper Mech Rm	Pump 2	Marathon	213TTDBA4026AA	5 HP
1	City Hall Upper Mech Rm	AHU-1			
1	1st Floor	AHU-2			
1	2nd Floor	AHU -3			
1	Board Room	AHU-4			
1	Boiler Room	Boiler 1	Copper Fin 2	KBN800	L08H10089033
1	Boiler Room	Boiler 2	Copper Fin 2	CHN1441	L08H00215335
1	Boiler Room	Boiler 3	Lochinvar	Knight XL800	
1	Boiler Room	HW Pump 1	Marathon		2 HP
1	Boiler Room	HW Pump 2	Marathon		2 HP
1	Maintenance Shop	UH-1			
1	Maintenance Shop	AC-1			

## SERVICES PROVIDED

### Air Handlers

#### Operational Assessment / Quarterly

- Check air filter and housing integrity.
- Change air filter quarterly.
- Check control system and devices for evidence of improper operation.
- Check P-trap. Prime as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check variable frequency drive for proper operation.
- Check for proper operation of cooling or heating coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check for fouling, corrosion or degradation.
- Check drive, alignment, wear, seating and operation.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth. Clean as needed.
- Check coil fins for evidence of build-up or fouling.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.
- Check condensate drain for proper operation.

### Chillers-Air-Cooled

#### Inspection / Maintenance Task Frequency

- Check control system and devices for evidence of improper operation.
- Check condenser fan for wear and proper alignment.
- Check variable frequency drive for proper operation.
- Check control box for dirt, debris and/or loose terminations.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades.
- Check refrigerant system pressures and/or temperatures.
- Check for fouling, corrosion or degradation.





- Lubricate field serviceable bearings.
- Check for proper fluid flow.
- Inspect air-cooled condenser surfaces.
- Check low ambient head pressure control sequence for proper operation.
- Check compressor oil level and or pressure on refrigerant systems having oil level and or pressure measurement means.

## **Boilers**

### Seasonal Start Up/ Annual

- Inspect blow-down or drain valve. Clear all debris to ensure proper operation.
- Check pumps and controls.
- Check control system and devices for evidence of improper operation.
- Check control box for dirt, debris and/or loose connections. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check for fouling, corrosion or degradation.
- Check for evidence of build-up or fouling on heat exchange surfaces (tubes).
- Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products.
- Examine heat exchange for cracks or holes.

## **Boilers**

### CSD -1 / Annual

- Perform and document State Safety Test with Combustion Analysis.

## **Boilers**

### Operational Assessment / Annual

- Check control system and devices for evidence of improper operation.
- Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products.
- Examine heat exchange for cracks or holes.

## **Pumps**

### Operational Assessment / Semi-Annual

- Check control system and devices for evidence of improper operation.
- Check variable frequency drive for proper operation.
- Visually inspect pumps and associated electrical components.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check drive alignment, wear, bearing and coupling seating and operation.
- Check for proper fluid flow.
- Lubricate field serviceable bearings.

## **Unit Heaters**

### Fall Start up / Annual

- Check control system and devices for evidence of improper operation.
- Check for proper operation of heat exchanger.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check fan blades to ensure proper operation.
- Check for fouling, corrosion or degradation.
- Check the drive alignment, wear, seating and operation.
- Lubricate field serviceable bearings.

**GENERAL CONDITIONS:**

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

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W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$9,996 (Nine Thousand Nine Hundred Ninety-six and 00/100 Dollars)  
Payable in 12 Monthly payments @ \$833.00 Month**

YOUR ACCEPTANCE

OUR APPROVAL

\_\_\_\_\_  
Company

W.J. O'NEIL COMPANY \_\_\_\_\_  
Company

By:



By: Mark A. Pavlicek  
Service Sales Account Executive

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

\_\_\_\_\_  
Date:



# **PLANNED MAINTENANCE AGREEMENT**

FOR

Charter Township of Ypsilanti  
Ypsilanti Community Center  
2025 E. Clark Road  
Ypsilanti, Michigan 48198



Attn: Mr. Jeff Allen - Director

## PLANNED MAINTENANCE AGREEMENT

### THE W.J. O'NEIL COMPANY WILL:

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- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a \$ 70.00 daily truck charge.

### INSPECTION SCHEDULES:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
RTU-1	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-1A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-2	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-2A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-3	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-4	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-5	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-6	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-6A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-7	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-7A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-8	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-8A	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-9	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-10	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-11	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-12	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-13	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-14	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-15	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-16	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-17	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-18	O,FC			SS,FC			CC,O,FC			FS, FC		
RTU-19	O,FC			SS,FC			CC,O,FC			FS, FC		
UH - 1										FS		
UH - 2										FS		



<b>Service Delivery</b>
<b>Key for designations</b>
O = Operational Assessment
FC = Filter Change
CC = Condenser Coil Cleaning
SS = Spring Start-up
FS = Fall Start-up

**EQUIPMENT:**

RTU-1	Trane	YSC036A3RLA2YD000A1000000	815100181L
RTU-1A	Trane	YSC036E3RHA19D000A10201A0	111110717L
RTU-2	Trane	YSC036E3RHA19D000A10201A0	111110701L
RTU-2A	Trane	YSC036A3RLA2YD000A1000000	815100177L
RTU-3	Trane	YSC060E3RHA18D000A10201A0	111110631L
RTU-4	Trane	YSC072E3RHA12D000A10201A0	111110642L
RTU-5	Trane	YSC060E3RHA18D000A10201A0	111110623I
RTU-6	Trane	YSC060E3RHA18D000A10201A0	111110679L
RTU-6A	Bryant	580FPV036074ABGA	0504G30414
RTU-7	Trane	YSC060E3RHA18D000A10201A0	111110639L
RTU-7A	Bryant	580FPV036074ABGA	0504G30413
RTU-8	Trane	YSC060E3RHA18D000A10201A0	111110655L
RTU-8A	Bryant	580FPV036074ABGA	0504G30410
RTU-9	Trane	YSC060E3RHA18D000A10201A0	111110671L
RTU-10	Trane	YSC060E3RHA18D000A10201A0	111110663L
RTU-11	Trane	YSC048E3RHA17D000A10201A0	111110611L
RTU-12	Trane	YSC060E3RHA18D000A10201A0	111110613L
RTU-13	Trane	YSC060E3RHA18D000A10201A0	111110647L
RTU-14	Trane	YSC048E3RHA17D000A10201A0	111110621L
RTU-15	Trane	YSC036E3RHA19D000A10201A0	111110725L
RTU-16	Trane	YSC036E3RHA19D000A10201A0	111110693L
RTU-17	Trane	YSC036E3RHA19D000A10201A0	111110733L
RTU-18	Trane	YSC036E3RHA19D000A10201A0	111110709L
RTU-19	Trane	YSC048E3RHA17D000A10201A0	111110629L
UH - 1	Reznor		
UH - 2	Reznor		



## SERVICES PROVIDED

### Rooftop Units

#### Heating Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check for evidence of build-up or fouling on heat exchange surfaces.
- Check for proper damper operation. Adjust as needed.
- Check combustion chamber, burner and flue for deterioration, leaks, moisture problems, condensation, and combustion products.
- Inspect burners, orifices, ignition system, pilots, control valves and all wiring.
- Inspect heat exchanger for signs of corrosion or cracks.

### Rooftop Units

#### Operational Assessment

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check integrity of all panels on equipment.
- Check for proper damper operation. Adjust as needed.

### Rooftop Units

#### Condenser Coil Cleaning

- Inspect condenser coil for leaks or corrosion.
- Straighten bent fins.
- Remove any foreign objects.
- Clean coils with coil cleaner and water.

### Rooftop Units

#### Cooling Season Start Up

- Check air filter and housing integrity.
- Change air filters.
- Check control system and devices for evidence of improper operation.
- Check P-trap. Prime as needed to ensure proper operation.
- Check fan belt tension. Check for belt wear and proper alignment.
- Check for proper operation of cooling coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades to ensure proper operation.
- Check refrigerant system pressures or temperatures.
- Check integrity of all panels on equipment.





- Inspect compressor(s) for any refrigerant or oil leaks.
- Inspect condensate drain line for proper drainage.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check evaporator coil fins to ensure they are properly functioning.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.
- Inspect air-cooled condenser surfaces.
- Check low ambient head pressure control sequence for proper operation.
- Check for excessive scale or debris on condenser surfaces.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate drains for proper operation.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls.

### Unit Heaters

- Check control system and devices for evidence of improper operation.
- Check for proper operation of heat exchanger.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check fan blades to ensure proper operation.
- Check for fouling, corrosion or degradation.
- Check the drive alignment, wear, seating and operation.
- Lubricate field serviceable bearings.

**GENERAL CONDITIONS:**

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

**TERMS:**

This agreement shall be in effect from **January 1, 2018** to **December 31, 2018** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$13,620 (Thirteen Thousand Six Hundred Twenty and 00/100 Dollars)  
Payable in 12 Monthly payments @ \$1,135 per Month**

YOUR ACCEPTANCE

OUR APPROVAL

\_\_\_\_\_  
Company

W.J. O'NEIL COMPANY \_\_\_\_\_  
Company



By:

By: Mark A. Pavlicek, C.E.M.  
Account Executive

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

\_\_\_\_\_  
Date:





# **PLANNED MAINTENANCE AGREEMENT**

FOR

Charter Township of Ypsilanti  
Law Enforcement Center  
1501 S. Huron Street  
Ypsilanti, Michigan 48197



Attn: Mr. Jeff Allen

## PLANNED MAINTENANCE AGREEMENT

### THE W.J. O'NEIL COMPANY WILL:

- Provide and maintain inspection reports and equipment log sheets for the specified equipment.
- Provide preferential service at all times over non-contract customers.
- Notify you of any repairs required, as revealed during the inspection.
- Provide an estimate to correct or repair such conditions for your approval.
- Perform only the work or repairs which have been authorized by you or your representative.
- Preferred customer regular service rate \$105 per man-hour for Mon – Fri. except Holidays.
- Preferred customer overtime service rate \$155per man-hour for after 4:30 p.m. Mon-Fri. and service on Saturdays & Sundays.
- Preferred customer premium service rates \$195 for Holidays.
- Perform the services listed on the enclosed checklist (when applicable to your equipment) to the best of our ability and to keep your equipment operating properly and efficiently.
- Deliver our technician, tools and test equipment to your site as well as supply transportation to pick up parts and materials for a \$ 70.00 daily truck charge.

### INSPECTION SCHEDULES:

Jan   Feb   Mar   Apr   May   Jun   Jul   Aug   Sep   Oct   Nov   Dec

AHU-1	O,FC			SS,FC			O,FC			FS,FC		
COND -1				SS			O,CC					
BOILER 1	O									CSD-1		
BOILER 2	O									CSD-1		
PUMP 1	O									O		
PUMP 2	O									O		
BOILER PUMP 1	O									O		
BOILER PUMP 2	O									O		
HW HEATER	O									CSD-1		
EVAP-1	O			SS			O,CC			O		
COND-2	O			SS						O		

### EQUIPMENT:

AHU-1	Trane	UCCAF21A0A0EYB10000003HEJ00BAOOO	K14F50063
COND -1	Trane	RAUJC30EBO300DF00020	C14F03694
BOILER 1	Lochinvar	KBN400	L13H10282112
BOILER 2	Lochinvar	KBN400	J12H10234270
PUMP 1	Grundfos	MAGNA3 65-150 F 340	10000532
PUMP 2	Grundfos	MAGNA3 65-150 F 340	10000567
BOILER PUMP 1	Grundfos		
BOILER PUMP 2	Grundfos		
HW HEATER	Bradford White	RG250T6N	NE37652072
EVAP-1	Mitsubishi	MSZ-GE24NA	
COND-2	Mitsubishi	MXZ-3B24NA	32U06249B



## SERVICES PROVIDED

### Air Handlers (TRANE)

#### Inspection

- Check air filter and housing integrity.
- Change air filters quarterly.
- Check P-trap. Prime as needed to ensure proper operation. (Spring Startup
- Check fan belt tension. Check for belt wear and proper alignment.
- Replace belts annually.
- Check variable frequency drive for proper operation.
- Check for proper operation of cooling or heating coil.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check fan blades.
- Check refrigerant system pressures and/or temperatures.
- Check for fouling, corrosion or degradation.
- Check drive, alignment, wear, seating and operation.
- Check integrity of all panels on equipment
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check coil fins for evidence of build-up or fouling.
- Inspect for evidence of moisture carryover beyond the drain pan from cooling coils.
- Check for proper damper operation. Adjust as needed.

### Boilers (LOCHINVAR)

#### Inspection

- Inspect blow-down or drain valve. Clear all debris to ensure proper operation.
- Check control system and devices for evidence of improper operation.
- Check control box for dirt, debris and/or loose connections. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check for fouling, corrosion or degradation.
- Check for evidence of build-up or fouling on heat exchange surfaces (tubes).
- Check for proper damper operation. Adjust as needed.
- Check combustion chamber, burner and flue for deterioration, moisture problems, condensation, and combustion products.
- Perform annual CSD-1 test and Combustion Analysis with documentation.

### Condensing Units (TRANE & MITSUBISHI)

#### Inspection

- Check control system and devices for evidence of improper operation.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motors contactor for pitting or other signs of damage.
- Check fan blades.
- Check refrigerant system pressures or temperatures.
- Check for fouling, corrosion or degradation.
- Check the drive alignment, wear, seating and operation.
- Inspect air-cooled condenser surfaces.
- Clean condenser coils with coil cleaner and water.
- Check low ambient head pressure control sequence for proper operation.
- Check refrigerant oil levels for refrigerant systems with oil pressure/level controls.



## Indoor Section Duct-Free Splits (MITSUBISHI)

### Inspection

- Check air filter and housing integrity.
- Check for particulate accumulation on filters.
- Check control system and devices for evidence of improper operation.
- Check P-trap drain. Clean if necessary.
- Check for proper operation of cooling coil.
- Check fan blades to ensure proper operation.
- Check refrigerant system temperatures.
- Check integrity of all panels on equipment.
- Lubricate field serviceable bearings.
- Check drain pan, drain line and coil for biological growth.
- Check coil fins to assure proper functioning.
- Visually inspect areas of moisture accumulation for biological growth.
- Check condensate pump

## Pumps (GRUNDFOS)

### Inspection

- Check control system and devices for evidence of improper operation.
- Visually inspect pumps and associated electrical components.
- Check control box for dirt, debris and/or loose terminations. Clean and tighten as needed.
- Check motor contactor for pitting or other signs of damage.
- Check drive alignment, wear, bearing and coupling seating and operation.
- Check for proper fluid flow.
- Lubricate field serviceable bearings if applicable.

**GENERAL CONDITIONS:**

All services will be performed during our normal working hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays. Authorizations for repairs are to be made promptly. Failure to do so may release and terminate all obligations of the W.J. O'NEIL COMPANY. The obligation to furnish repair or replacement parts is subject to availability of such from normal supply sources.

W.J. O'NEIL COMPANY shall not be held liable or responsible for conditions beyond it's control, such as main electrical power failure, improper voltage, loss of phase, freezing, contaminated water or atmosphere, acts of god, rioting, acts of terrorism, vandalism or commercial delays. It is agreed that W.J. O'NEIL COMPANY shall not be held responsible for system design, changes in governmental code, insurance requirements, or obsolescence. In the event that additions, alterations, repairs or adjustments are made to the system by others, this agreement is terminable at our option upon written notice.

**TERMS:**

This agreement shall be in effect from **January 1, 2018** to **December 31, 2018** and may be canceled by either party, upon a thirty-day written notice to the other party.

This agreement shall automatically renew itself and shall continue until one party gives a thirty-day written notice of its desire to terminate the agreement with the other party.

Contract prices, unless noted, can only be adjusted on the anniversary date of this agreement, unless equipment is added or deleted from this agreement.

W.J.O'NEIL COMPANY Planned Maintenance Agreement will be furnished for the net sum of:

**\$4,980 (Four Thousand Nine Hundred Eighty and 00/100 Dollars)  
Payable in 12 Monthly payments @ \$415 Per Month**

YOUR ACCEPTANCE

OUR APPROVAL

\_\_\_\_\_  
Company

W.J. O'NEIL COMPANY \_\_\_\_\_  
Company

By:



Mark A. Pavlicek, C.E.M.  
Account Executive

Title:

Date:



**STATE COURT ADMINISTRATIVE OFFICE (SCAO)  
OFFICE OF HIGHWAY SAFETY PLANNING (OHSP) GRANT**

**Subcontract Agreement  
between**

**SCAO**

**Federal I.D. Number: 38-6000134**

**and**

**GRANTEE: 14B District Court — Hybrid DWI/Drug Court**

**Federal I.D. Number: 38-6007433**

**Contract Number: 10719**

**Grant Amount: \$155,000**

**Project Title: SCAO OHSP Grant Program**

**CFDA Number: 20.601**

**CFDA Title: Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant**

**Federal Agency Name: U.S. Department of Transportation, National Highway  
Traffic Safety Administration (NHTSA)**

**Federal Grant Award Number: AL-18-05**

**Federal Program Title: Alcohol Impaired Driving Countermeasures Incentive  
Grants I**

**I. Period of Agreement:**

This agreement shall commence on October 1, 2017 and terminate on September 30, 2018. This agreement is in full force and effect for the period specified in this section and must be signed prior to the initiation of any associated subcontract activity unless an exception is explicitly granted by the SCAO.

**II. Agreement Amount and Budget:**

This agreement incorporates the Grantee's approved grant application request and most recently approved budget. Except as provided in Section § XXI, any changes to the Project Budget must be requested by the Grantee with a Contract Amendment form in WebGrants, subject to approval by the SCAO. Budget deviation allowances are not permitted.

**III. Relationship:**

The Grantee is an independent contractor, and it is understood that the Grantee is not an employee of the SCAO. No employee, agent, or subcontractor of the Grantee is an employee of the SCAO. No liability or benefits, including, but not limited to, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, fringe benefits, training, holiday pay, sick pay, vacation pay, or such other rights, provisions, or liabilities arising out of an agreement of hire or employer-employee relationship, either

express or implied, shall arise or accrue to either party as a result of this contract. The Grantee is not eligible for, and will not participate in, any such benefits. The Grantee is responsible for payment of all taxes, including federal, state, and local taxes arising out of the Grantee's activities in accordance with this agreement, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees. The Grantee understands and agrees that all parties furnishing services pursuant to this agreement are, for purposes of workers' compensation liability or other actions of employee-related liability, not employees of the SCAO. The Grantee bears the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees for injuries arising from or connected with services performed pursuant to this agreement. The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

IV. **Insurance:**

The Grantee shall carry insurance coverage or self-insurance in such amounts as necessary to cover all claims arising out of the Grantee's operations under the terms of this agreement.

V. **Scope of Services:**

Upon signing of this agreement, the SCAO agrees to provide funding from the Grant in an amount not to exceed the amount of this agreement. In no event does this agreement create a charge against any other funds of the SCAO or the Michigan Supreme Court. The Grantee, and the Grantee's employees or subrecipient subcontractors, shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described in this agreement and in any amendments to this agreement. Commitment of state resources for the acquisition of goods and services, and execution of purchase orders, agreements, and similar agreements, shall remain the sole responsibility of the SCAO.

VI. **Statement of Work:**

The Grantee agrees to undertake, perform, and complete the services described in its approved grant application. Any changes to the work described in the grant application must be requested using a Contract Amendment form in WebGrants. The Grantee may not assign the performance under this agreement to any other entity or person who is not an employee of the Grantee except with prior written approval of the SCAO. All provisions and requirements of this agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this agreement and shall be responsible for the performance of any contracted work.

VII. **Published Reports:**

All published reports generated from this project must include the following disclosure statement:

*"This report was prepared in cooperation with the State Court Administrative Office, Michigan Office of Highway Safety Planning and U. S. Department of Transportation, National Highway Traffic Safety Administration. The opinions, findings, and conclusions expressed in this publication are those of the author(s) and not necessarily those of the State Court Administrative Office, Michigan Office of Highway Safety Planning or the U. S. Department of Transportation, National Highway Traffic Safety Administration."*

VIII. **General Public Information and Education Requirements:**

- A. All original electronic files including, designs, concepts, photographs, video, and audio financed with grant funds shall be delivered to the SCAO by an agreed upon due date between SCAO and the Grantee. The items will remain property of the SCAO, and shall not be subject to copyright protection by the Grantee or their agents. Items will be submitted to the SCAO immediately after production of the item. The SCAO will hold the final grant reimbursement until all of the above items have been submitted. The Grantee shall not enter into agreement that includes any time limits on rights for music, talent, artwork, or photographs. The Grantee shall inform all vendors, subrecipient subcontractors, or their agents of this requirement before authorizing work to be performed.
- B. All printed public information and education materials and videos are required to contain logos as designated by the OHSP, which are available in electronic formats upon request. See printing requirements listed below for more details. Audio materials must include the OHSP tag line (see State of Michigan Printing Requirements below.) All materials, including audio and video materials and scripts must be submitted for review and approval by SCAO prior to production
- C. All videos, print photography, or graphics shall depict drivers and passengers to be properly restrained by safety belts or child passenger safety devices unless the lack of restraints is for demonstration and educational purposes.
- D. Messaging costs which are of a public relations nature and designed in-whole or in-part to promote either an individual or an agency, is prohibited and not eligible for reimbursement.
- E. The following byline shall be placed on all printed public information and education materials: "This material was developed through a project funded by the Michigan Office of Highway Safety Planning and the U.S. Department of Transportation."
- F. All public communications or news releases concerning this project shall state the project is finance with funds administered through OHSP.
- G. The purchase of program advertising space by Grantees on TV, radio, magazines, newspapers, billboards, etc. may be approved on a case-by-case basis.

IX. **State of Michigan Printing Requirements:**

The following items require the prior approval of the SCAO:

- Flyers
- Posters
- Brochures
- Annual reports
- Newsletters
- Printing projects that include silk screened folders or binders, die-cut folders or covers, holograms, foil printing, embossing, or engraving.

Paper stock shall be standard sizes, as unusual sizes and special-order paper stock is more expensive than standard size and result in additional waste.

X. **Copies:**

The SCAO will require one electronic copy of any publication produced with traffic safety grant funds if print copies are not available or if the items are not distributed statewide, and it is not available online. The copy can be submitted via email, CD, or



flash drive. The SCAO will require fifteen copies of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. These copies are distributed throughout the state of Michigan's library system:

- Annual reports
- Manuals, handbooks, and training materials
- News releases
- Statistics

The SCAO will require three copies of any of the following produced with traffic safety grant funds if they are distributed statewide and not available online. These copies are housed as part of Michigan's library system:

- Posters
- Brochures
- Flyers

If the publication is available on a publicly accessible website, no printed copy is required. However; an email which includes a link to the document must be provided to the SCAO. The state of Michigan's library system will then include it in its digital archive.

XI. **Closed Captioning:**

All DVDs must be closed captioned. This includes any online videos.

XII. **Social Media Use and Approval:**

The creation of social media accounts such as Facebook and Twitter for state or federally funded grants and projects require prior approval from SCAO before release to the public.

XII. **Performance Measurement Data and Reporting:**

The Grantee agrees to submit and is responsible for timely, complete, and accurate reports as identified in Attachment 1. The failure of the Grantee to comply with this requirement may result in the withholding of funds and/or termination of this agreement. The data for each participant who is screened or accepted into the program must be entered into the Drug Court Case Management Information System (DCCMIS). If any report is thirty days past due, a delinquency notice will be sent via email notifying the Grantee that it has 15 days to comply with the reporting requirement. Forty-five days past the due date, a forfeiture notice will be sent to the Grantee via the U.S. Postal Service notifying it that its funding award has been rescinded due to contract noncompliance.

XIII. **Payment Processing:**

A. The SCAO, in accordance with the general purposes, objectives, and terms and conditions of this agreement, will provide payment to the Grantee based upon appropriate reports, records, and documentation maintained by the Grantee. All costs shall be actual and supported by source documentation. Financial reimbursement will be delayed until all backup documentation is received by SCAO. A document entitled "Acceptable Back up Documentation for Federal Cost Claims" is available from the OHSP to assist with identifying adequate back-up documentation. Costs charged to this grant cannot be charged to any other program. Costs must be net of all applicable credits such as purchase

discounts, rebates or adjustments of overpayments or erroneous charges. Payment requests must be submitted to the SCAO in a timely manner such that the SCAO can subsequently request reimbursement from the OHSP within the required reimbursement period. The Grantee must sign up through the online vendor registration process to receive payments as Electronic Funds Transfers (EFT)/Direct Deposits. Registration information is available through the Department of Technology, Management, and Budget's website at: [http://www.michigan.gov/budget/0,1607,7-157-13404\\_37161-179392--,00.html](http://www.michigan.gov/budget/0,1607,7-157-13404_37161-179392--,00.html).

- B. The Grantee shall make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report these as outlined in the SCAO's fiscal procedures. Any under-recoveries of otherwise available fees resulting from failure to bill for eligible services will be excluded from reimbursable expenditures.
- C. Any program income received shall be used exclusively to further traffic safety project activities. Program income is defined as gross income earned by the Grantee from grant supported activities. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds. Program income must be netted against costs incurred within the grant or returned to the SCAO, unless prior permission is obtained from the SCAO to use the funds for other traffic safety projects. Contact SCAO for further information.
- D. All SCAO projects are based on the cost reimbursement concept; i.e., state, local, or private funds shall be expended before reimbursement is provided. Reimbursement is based on submission of progress and financial reports. All requested information should be submitted electronically through WebGrants. A financial report submitted to the SCAO by the Grantee shall contain the following to be considered complete:
  - a) A copy of a report for the current period generated by the Grantee's official accounting system which shows a description of the item and the actual amount spent. Some examples of acceptable reports include a detailed general ledger, a transaction ledger, a payroll journal, a detailed budget/expenditure report. The report must match the amount being requested for reimbursement.
  - b) Copies of invoices must be included.
  - c) Additional documentation as requested by SCAO.
  - d) Financial reports are due on a quarterly basis. Financial report due dates are specified in Attachment 1. Financial reports must be submitted even when the project experiences no costs. In this case, a "zero" financial report shall be submitted. The submission of financial reports is mandatory and non-compliance can result in termination of the grant.
- E. Payments for salaries and wages shall be supported by time and attendance reports, based on an after-the-fact distribution of time, which shows details of the activities performed. Grantees must maintain activity logs which document the actual amount of time spent on this grant project, and describe the nature of the activities performed. If the grant is funded from multiple sources, the logs must show the activity by fund source. This documentation must be submitted with the financial reimbursement request.
- F. Reimbursement for wages and fringe benefits shall be based on actual costs not

budgeted rates. Only those fringe benefit costs that actually increase as a result of hours worked on this project can be claimed for reimbursement. For overtime wages, those costs typically include FICA, workers compensation, and retirement, but if any of these costs are structured so that they don't increase with overtime, they cannot be reimbursed. For straight-time grant-funded positions, all fringe benefits associated with the position may be claimed to the extent that the position has been approved for reimbursement (e.g., if 50 percent of the position is grant funded, 50 percent of the fringe benefits can be claimed). Fringe benefit rates must be reasonable, in accordance with federal cost principles. Grantees shall comply with all state labor laws.

- G. Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety. All Grantees or sub-grantees awarding contracts or subcontracts shall comply with the terms and conditions of Title 49 Code of Federal Regulations, Part 18 – Uniform Administrative Requirements For Grant And Cooperative Agreements To State and Local Governments, § 18.36 Procurement. A copy of the contract shall be submitted to SCAO when available.
- H. Only eligible operating costs specifically listed in the approved grant budget will be reimbursed.
- I. Automotive expenses submitted shall be based on the actual costs incurred. In most cases, this will be calculated by multiplying actual miles driven times mileage rate. The rate will be determined when the grant is approved, but will generally be the IRS business mileage rate. With prior approval, reimbursement may be allowed based on the actual costs incurred for gasoline, maintenance, insurance, and other vehicle expenses.
- J. Reimbursements for travel (meals, lodging, mileage, etc.) cannot exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates. Exceptions to this for unusual situations require prior approval by the SCAO prior to incurring the expense.
- K. Postage, telephone, and grant related travel costs shall be documented by log or meter and submitted with the reimbursement request.
- L. Only program activities and expenses detailed in the approved grant budget and incurred during the grant period are eligible for reimbursement. Expenses incurred that are not detailed in the approved grant budget or outside the grant period will not be reimbursed. Costs cannot exceed the approved grant award.
- M. Goods purchased through the grant shall be received in acceptable conditions. If goods are not received in acceptable condition within thirty (30) days prior to the grant ending, the Grantee shall contact the SCAO program coordinator.
- N. The Grantee shall use generally accepted accounting principles.
- O. A separate account or fund must be established for this project. A separate account is required to be maintained by all agencies receiving grant funds from the SCAO regardless of the dollar amount. In addition, Grantees receiving funds from SCAO for multiple grant projects must have a separate account for each grant project. It is the responsibility of the lead agency to insure that all sub-agencies meet this requirement. The general ledgers of the sub-agencies are not required to be submitted with requests for payment unless specifically requested by SCAO.
- P. Costs must be net of all applicable credits such as purchase discounts, rebates or adjustments of overpayments or erroneous charges.

- Q. The following deviations from the approved budget require prior approval from SCAO:
- A. A specific item of cost not included in the approved budget.
  - B. An increase in the number of a specific item over and above the total authorized.
  - C. A transfer between major budget categories in excess of 10 percent of the category being increased.
- R. A delay in submitting support documentation may result in the suspension of all grant activity.
- S. Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will result in non-reimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.
- T. Documentation for costs shall be maintained for three years following final reimbursement.

XIV. **Employee Time Certifications:**

It is the Grantee's obligation to notify the SCAO immediately when an OHSP-funded employee:

- Is disabled or deceases while having been assigned to a grant-funded position;
- Is removed or reassigned from a grant-funded position; and/or,
- Is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 days by another employee).

All agreement-funded employees will complete and submit to the SCAO an executed Employee Time Certification form supplied in WebGrants. The Grantee's failure to submit Employee Time Certification forms could result in loss of position funding.

XV. **Record Maintenance/Retention:**

The Grantee agrees to maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this agreement, as required. The Grantee must assure that all terms of this agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure or until any pending litigation and/or audit findings have been resolved. All retention record guidelines set by the SCAO and/or the Grantee must be adhered to if they require additional years beyond retention guidelines stated herein. The Grantee's accounting system must maintain a separate fund or account that segregates grant contract receipts and expenditures from other receipts and expenditures of the Grantee.

XVI. **Authorized Access:**

The Grantee must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the SCAO, the OHSP, Program Evaluators (contracted by the OHSP or the SCAO), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this agreement, to the extent authorized by applicable state or federal law, rule, or regulation. The SCAO and/or the OHSP may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during

any visit, if requested. The SCAO and/or the OHSP may request that a funded program be evaluated by a contracted outside evaluation team. Grantees shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

**XVII. Confidential Information:**

In order that the Grantee's employees or subrecipient subcontractors may effectively provide fulfillment of this agreement to the SCAO, the SCAO may disclose confidential or proprietary information pertaining to the SCAO's past, present, and future activities to the Grantee. All such information is proprietary to the SCAO and the Grantee shall not disclose such information to any third party without prior approval from the SCAO, unless disclosure is required by law or court order. If disclosure is required by law or court order, the SCAO will be notified of the request before disclosure. The Grantee agrees to return all confidential or proprietary information to the SCAO immediately upon the termination of this agreement. Both the SCAO and the Grantee shall ensure that medical services to, and information contained in the medical records of, persons served under the provisions of this agreement or other such recorded information required to be held confidential by federal or state law, rule, or regulation, in connection with the provision of services or other activity under this agreement, shall remain confidential. Such information shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical, or other form, if the disclosure does not directly or indirectly identify particular individuals.

**XVIII. Human Subjects:**

The Grantee must submit all research involving human subjects conducted in programs sponsored by the SCAO, or in programs that receive funding from or through the state of Michigan, to the Michigan Department of Health and Human Services (MDHHS) Institutional Review Board (IRB) for approval prior to the initiation of the research.

**XIX. Subcontractor/Vendor Monitoring:**

The Grantee must comply with the Single Audit Act of 1984, as amended, 31 USC 7501 *et seq.* requirements and must forward all single audits covering grant funds administered through this agreement to the SCAO. The SCAO is responsible for reviewing all single audit adverse findings, issuing management decisions on audit findings and ensuring that corrective actions are implemented in accordance of OMB Circular A-133. The SCAO is responsible for ensuring that the Grantee is expending grant funds appropriately as specified through this agreement, and shall conduct monitoring activities to ensure compliance with all associated laws, regulations and provisions as well as ensure that performance goals are achieved. The SCAO shall ensure compliance for for-profit subrecipient subcontractors as required by OMB Circular A-133, Section .210(e). The SCAO must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section .210(f).

**XX. Notification of Criminal or Administrative Investigations/Charges:**

If any employee of the Grantee that is associated with this agreement project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this agreement, the Grantee shall immediately notify the SCAO, in writing, that such an investigation is ongoing or that a charge has been issued.

**XXI. Agreement Reduction/Suspension/Termination:**

In addition to forfeiture under Section XIII, the SCAO and/or the Grantee may reduce the Project Budget and/or suspend this agreement and/or terminate this agreement without further liability or penalty to the SCAO as follows:

- A. If any of the terms of this agreement are not adhered to. Suspension requires immediate action by the Grantee to comply with this agreement's terms; otherwise, termination by the SCAO may occur.
- B. Failure of the Grantee to make satisfactory progress toward the goals, objectives, or strategies set forth in this agreement. Failure under this subsection includes (but is not limited to) a determination by the SCAO after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the end of the Fiscal Year.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this agreement or other report or document.
- E. This agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This agreement may be terminated immediately if the Grantee, an official of the Grantee, or an owner of a 25% or greater share of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; convicted of any other criminal offense which, in the sole discretion of the National Highway Traffic Safety Administration, reflects on the Grantee's business integrity; any activity in Section XX of this agreement during the term of this agreement or any extension thereof.
- G. This agreement may be terminated immediately without further financial liability to the SCAO if funding for this agreement becomes unavailable to the SCAO.
- H. If a grant is terminated by the SCAO for failure to meet the grant management requirements, the Grantee shall not be eligible to seek grant funding from the SCAO OHSP grant program for a period of two years. In order to obtain grant funding after the two-year period, the Grantee will be

required to submit written assurances that the identified deficiencies have been corrected. Additionally, the Grantee may be required to submit monthly financial reports to allow for increased financial monitoring.

**XXII. Final Reporting Upon Termination:**

Should this agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the SCAO with all financial, performance, and other reports required as a condition of this agreement. The SCAO will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs.

**XXIII. Severability:**

If any provision of this agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this agreement.

**XXIV. Liability:**

A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such direct service delivery, to be carried out by the Grantee in the performance of this agreement shall be the responsibility of the Grantee, and not the responsibility of the SCAO, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Grantee, any subrecipient subcontractor, anyone directly or indirectly employed by the Grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

**XXV. Michigan Law:**

This agreement shall be subject to, and shall be enforced and construed under, the laws of Michigan.

**XXVI. Debt to State of Michigan:**

The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

**XXVII. Disputes:**

- A. The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this agreement within seven days of discovery of the alleged breach.
- B. The Grantee and the SCAO agree that with regard to any and all disputes, controversies, or claims arising out of or in connection with or relating to this agreement; or any claim that the SCAO violated any local, state, or federal ordinance, statute, regulation, law, or common-law doctrine (including discrimination or civil rights claims); or committed any tort; the parties shall attempt to resolve the dispute through mediation. Selection of a mediator will be by mutual agreement of the parties.
- C. The Grantee and the SCAO agree that, in the event that mediation is unsuccessful,

any disputes, controversies, or claims shall be settled by arbitration. Selection of an arbitrator will be by mutual agreement of the parties. The decision of the arbitrator shall be binding on both parties. The award, costs, and expenses of the arbitration shall be awarded at the discretion of the arbitrator. This agreement to arbitrate shall be specifically enforceable. A judgment of any circuit court shall be rendered upon the award made pursuant to submission to the arbitrator.

**XXVIII. Certifications and Assurances:**

The Grantee must adhere to all applicable Certifications and Assurances provided in this section. The failure to do so may result in the termination of grant funding or other remedies.

**A. Certifications:**

The Grantee should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this agreement requires compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying" and 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)."

**B. Lobbying:**

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the grantee shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
3. This certification is a material representation of fact upon which reliance was placed when the grant application was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure; and
4. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications



with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

- C. **Business Integrity Clause:** The SCAO may immediately cancel the grant without further liability to the SCAO or its employees if the Grantee, an officer of the Grantee, or an owner of a 25 percent or greater share of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the SCAO, reflects the Grantee's business integrity.
- D. **Debarment, Suspension and Other Responsibility Matters (Direct Recipient):** As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):
1. The Grantee certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
    - b. Where the Grantee is unable to certify to any of the statements in this certification, the Grantee shall attach an explanation to this proposal.
    - c. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(c) of this certification; and,
    - e. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.
    - f. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- g. The Grantee shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- h. The terms covered transactions, debarred, suspended, ineligible, Grantee covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition of Coverage sections 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- i. The Grantee agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any Grantee covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- j. The Grantee further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –Grantee Transaction,” without modification, in all Grantee covered transactions and in all solicitations for lower tier covered transactions.
- k. A participant in a covered transaction may rely upon a certification of a prospective participant in a Grantee covered transaction that is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- l. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by prudent person in the ordinary course of business dealings.
- m. Except for transactions authorized under paragraph i. of these instructions, if a participant in a covered transaction knowingly enters into a Grantee covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available

remedies, including suspension and/or debarment.

- n. The Grantee certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participant in this transaction by and Federal government or agency.
  - o. Where the Grantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- E. Drug-Free Workplace: The Grantee and sub-grantees agrees to abide by the Federal Drug-Free Workplace Act (49 CFR Part 29 Sub-part F).
- F. Standard Assurances:  
The Grantee hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Grantee also specifically assures and certifies that:
- 1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
  - 2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
  - 3. It will give the awarding agency or the general office, through any authorized representative, timely access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
  - 4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et seq.*
  - 5. It will comply with Executive Order 13279, Executive Order 13559, and the regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part. 38, which prohibits recipients from using federal financial assistance on inherently (or explicitly) religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that federal financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location

from the activities supported with federal financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from federally-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by federal funds are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Grantee shall clearly document the number of hours spent on secular activities associated with the federally-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.

6. The Grantee agrees to ensure that no person in the United States shall, on the grounds of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability, political affiliation or beliefs, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program. The Grantee shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to, the following: The Grantee will comply with all state and federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S. C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Publ. L. 101-336), as amended (42 U.S.C. 12101, et seq.) which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires federal-aid recipients and all subrecipient subcontractors to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Section 523 and 527 of the Public Health Service Act of the 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the

requirements of any other nondiscrimination statute(s) which may apply to the application.

7. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended. This act prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age sex, height, weight, familial status, or marital status.
  8. The Grantee's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D)).
  9. If the Grantee is a governmental entity, it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
  10. If the Grantee is a governmental entity, it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- G. General Cost of Business (formerly referred to as Supplanting): The replacement of routine and/or existing expenditures with the use of state or federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of the state or local agency or other Grantee is considered to be general cost of business and is not allowed. The sub-grantee shall not use grant funds to supplant state or local funds, or, other resources that would otherwise have been made available for this program. Further, if a positions created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the sub-grantee may resume charging the grant position. The Financial Officer or Authorizing Official's straight time may not be funded under this grant. This means that if your agency plans to:
1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
  2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
  3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off (e.g., if the grant award start date is July 1 and the lay-off is

scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff), and maintain documentation showing the date(s) and reason(s) for the lay-off. [Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.]

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.
5. The Grantee shall not use grant funds to supplant state or local funds, or, the resources that would otherwise have been made available for this program. Further, if a position is created by a grant and is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the Grantee must stop charging the grant for the new position. Upon filling the vacancy, the Grantee may resume charging the grant position.

H. The Hatch Act:

1. Grantees and sub-grantees will comply with the provisions of 5 USC §§ 1501-1508 and implementing regulations of 5 CFR Part 151, concerning "Political Activity of State or Local Offices or Employees.

I. Buy America Act:

1. Only items produced in the United States may be purchased with federal funds unless the Grantee can show that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and are of an unsatisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to the SCAO for approval by the appropriate governing authority.
2. The Grantee or its contractors agree to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement.

J. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act of 1996 is pertinent to the services that the Grantee provides to the SCAO under this agreement, the Grantee assures that it is in compliance with the HIPAA requirements including the following:

1. The Grantee must not share any protected health data and information

provided by the SCAO or the OHSP that falls within the HIPAA prohibitions.

2. The Grantee must require the subrecipient subcontractor not to share any protected health data and information from the SCAO that falls under the HIPAA requirements in terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to report to the SCAO any unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Grantee becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this agreement in accordance with Section XXII, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Grantee is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Grantee from the SCAO, the OHSP, or any other source.

**XXIX. Conditions on Expenses:**

Costs must be reasonable and necessary. Individual consultant fees are limited to \$450 (excluding travel, lodging and meal costs) per day, which includes legal, medical, psychological and accountant consultants. If the rate will exceed \$450 for an eight-hour day, prior written approval is required from the SCAO. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. Grantees shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open, and free competition. Maximum, open, and free competition shall be assured through the distribution of an adequate number of proposal solicitations.

1. Competition: Grantees shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open and free competition. Maximum, open and free competition shall be assured through the distribution of an adequate number of proposal solicitations.
2. Small Purchase Procedures: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$25,000 in total. If small purchase procedures are used, price or rate quotations must be obtained from at least three (3) Buy American Act qualified sources.
3. Competitive Bids: For purchases over \$25,000, the Grantee shall follow their competitive bid process providing it is at least as restrictive as the process required by the State of Michigan and

complies with the Buy American Act. The Grantee or their contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with funds provided under this agreement. In those instances where three (3) bids have not been received, a full explanation, along with the names and addresses of those firms and individuals requested to bid, and including reasons why agencies failed to bid, must be forwarded to SCAO for approval prior to awarding a contract.

XXX. **Conflict of Interest:**

The SCAO and the Grantee are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

XXXI. **Compliance with Applicable Laws and Agreements:**

The Grantee will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this agreement. The Grantee will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this agreement, as well as the terms of the agreement between the OHSP and the SCAO. The SCAO shall supply the Grantee with a copy of said agreement.

XXXII. **Agreement Signatures:**

The Grantee hereby accepts this agreement in the amount and for the period indicated in the first page of this document on the basis of the application, assurances, and supporting documents submitted by the SCAO to the OHSP. This agreement becomes effective when signed by the parties. This award does not assure or imply continuation in funding beyond the funding period of this subcontract. The Grantee agrees to provide the SCAO with a copy of the Single Audit Report of the Grantee's entity.

XXXIII. **Entire Agreement:**

Except for the Grantee's approved grant application, application assurances, and most recently approved budget, this agreement contains the entire agreement between the parties and supersedes any prior written or oral promises and representations. No other understanding, oral or otherwise, regarding the subject matter of this agreement exists to bind either of the parties.

XXXIV. **Delivery of Notice:**

Written notices and communications required under this agreement shall be delivered by electronic mail, regular mail, overnight delivery, or facsimile device to the following:

- A. The Grantee's contact person is Mark Nelson, 14B District, 7200 S. Huron River Drive, Ypsilanti, MI 48197.
- B. The SCAO's contact person is Dr. Jessica Parks, State Court Administrative Office, Michigan Hall of Justice, P.O. Box 30048, Lansing, MI 48909.



Authorizing Official: Must be a person who is authorized to enter into a binding contract for the entity receiving funds. ***The authorizing official may not be a judge or other state employee.*** The authorizing official is normally from the Executive or Legislative Branch of the entity (e.g., City Manager, Mayor, Council President, Board Chairperson, Chief Financial Officer, etc.).

Court Authorized Official Signature:	SCAO Authorized Official Signature:
Name: <del>Brendal Stumbo</del> / Karen Lovyay Roe Date: <del>Brendal Stumbo</del> / Karen Lovyay Roe	Name: Date:

November 30, 2017

**OFFICE OF HIGHWAY SAFETY PLANNING GRANT PROGRAM (OHSP)  
FY 2018 REPORTING REQUIREMENTS  
October 1, 2017 through September 30, 2018**

<b>DCCMIS DATA EXCEPTION REPORT</b>	
<b>DUE DATE</b>	<b>NOTE</b>
<b>February 15, 2018</b>	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of <b>October 1, 2017, through December 31, 2017.</b>
<b>May 15, 2018</b>	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of <b>January 1, 2018, through March 31, 2018.</b>
<b>August 15, 2018</b>	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of <b>April 1, 2018, through June 30, 2018.</b>
<b>November 15, 2018</b>	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of <b>July 1, 2018, through September 30, 2018.</b>

<b>DCCMIS USER AUDIT</b>	
<b>DUE DATE</b>	<b>NOTE</b>
<b>January 31, 2018</b>	Courts will be confirming user access to DCCMIS.

<b>CLAIMS</b>	
<b>DUE DATE</b>	<b>NOTE</b>
<b>January 10, 2018</b>	Courts will be reporting on expenditures from <b>October 1, 2017, through December 31, 2017.</b>
<b>April 10, 2018</b>	Courts will be reporting on expenditures from <b>January 1, 2018, through March 31, 2018.</b>
<b>July 10, 2018</b>	Courts will be reporting on expenditures from <b>April 1, 2018, through June 30, 2018.</b>
<b>October 10, 2018</b>	Courts will be reporting on expenditures from <b>July 1, 2018, through September 30, 2018.</b>

<b>OHSP QUARTERLY PROGRAM REPORTS AND PROGRAM INCOME REPORTS</b>	
<b>DUE DATE</b>	<b>NOTE</b>
<b>January 10, 2018</b>	Courts will be reporting on activity occurring during the time period of <b>October 1, 2017, through December 31, 2017.</b>
<b>April 10, 2018</b>	Courts will be reporting on activity occurring during the time period of <b>January 1, 2018, through March 31, 2018.</b>
<b>July 10, 2018</b>	Courts will be reporting on activity occurring during the time period of <b>April 1, 2018, through June 30, 2018.</b>
<b>October 10, 2018</b>	Courts will be reporting on activity occurring during the time period of <b>July 1, 2018, through September 30, 2018.</b>

<b>PROGRAM INCOME VERIFICATION</b>	
<b>DUE DATE</b>	<b>NOTE</b>
<b>January 10, 2018</b>	Courts will be verifying whether program income is collected.

<b>OHSP EMPLOYEE TIME CERTIFICATION REPORTS</b>	
<b>DUE DATE</b>	<b>NOTE</b>
<b>April 10, 2018</b>	Courts will be reporting on employee time paid for by the grant during the time period of <b>October 1, 2017, through March 31, 2018.</b>
<b>October 10, 2018</b>	Courts will be reporting on employee time paid for by the grant during the time period of <b>April 1, 2018, through September 30, 2018.</b>

**PD STAGE II DEVELOPMENT AGREEMENT**  
**MAJESTIC LAKES PLANNED DEVELOPMENT**  
**THE VILLAGE AT MAJESTIC LAKES**

This PD Stage II Development Agreement ("**Agreement**") is entered into as the Effective Date provided below by **Blue Majestic LLC**, a Michigan limited liability company, whose address is 32400 Telegraph Road, Suite 200A, Bingham Farms, Michigan 48025, including its successors and assigns ("**Blue Majestic**"), and the **Charter Township of Ypsilanti**, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "**Township**").

**RECITALS:**

A. Blue Majestic and the Township entered into the Lakewood Planned Development Agreement, dated April 8, 2013, and recorded in Liber 5215, Page 442, Washtenaw County Records (the "**PD Agreement**"), with respect to certain real property which is described therein (the "**Planned Development**").

B. The PD Agreement was amended pursuant to the First Amendment to Lakewood Planned Development Agreement, dated September 15, 2015, and recorded in Liber 5220, Page 576, Washtenaw County Records (the "**First Amendment**"). Capitalized terms used, but not defined, in this Agreement shall have the meanings given to such terms in the PD Agreement and First Amendment.

C. In addition to the PD Agreement and First Amendment, the Planned Development is subject to the Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions, dated May 18, 2007, and recorded in Liber 4627, Page 74 Washtenaw County Records, as amended ("**Declaration**").

D. Pursuant to the PD Agreement and First Amendment, Blue Majestic submitted to the Township an application for PD Stage I Preliminary Site Plan Approval, together with a copy of an amended PD Stage I Preliminary Site Plan (the "**Amended PD Stage I Preliminary Site Plan**"). The Township Board approved the Amended PD Stage I Preliminary Site Plan.

E. Pursuant to the Amended PD Stage I Preliminary Site Plan and First Amendment, the portion of the Planned Development which is described on **Exhibit A** attached hereto has

been approved for the development of single-family residential site condominium project to be known as The Village at Majestic Lakes (the "**Village Parcel**").

F. Blue Majestic has submitted a PD Stage II Final Site Plan for the development of the Village Parcel (the "**PD Stage II Final Site Plan**"). The Township Planning Commission forwarded to the Township Board its recommendations regarding the PD Stage II Final Site Plan and on \_\_\_\_\_, the Township Board reviewed and approved the PD Stage II Final Site Plan, subject to the conditions which are set forth in this Agreement.

G. Pursuant to Article XIX, Section 1919(2) of the Township's Zoning Ordinance, Blue Majestic and the Township desire to enter into this Agreement to identify the terms and conditions for the development of the Village Parcel, which constitute the basis for the Township Board's approval of the PD Stage II Final Site Plan for The Village at Majestic Lakes.

H. The PD Stage II Final Site Plan for The Village at Majestic Lakes is consistent with the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, and Article XIX of the Township's Zoning Ordinance pertaining to the use and development of a planned development.

NOW THEREFORE, in consideration of the parties' promises, duties and covenants described in this Agreement, the parties agree as follows:

1. **Recitals Part of Amendment.** Blue Majestic and the Township acknowledge and represent that the Recitals are true, accurate and binding on the respective parties and are an integral part of this Amendment.

2. **Name of Planned Development Project.** The portion of the Majestic Lakes Planned Development which is identified on **Exhibit A**, and which is to be developed pursuant to this Agreement shall be referred to as either "**The Village at Majestic Lakes**" or the "**Village Parcel.**"

3. **Approval of PD Stage II Final Site Plan.** The PD Stage II Final Site Plan for The Village at Majestic Lakes consists of those plans identified on **Exhibit B** hereto. The PD Stage II Final Site Plan for The Village at Majestic Lakes has been approved in accordance with the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, in accordance with Ordinance No. 74, [99-200] the Zoning Ordinance of Ypsilanti Township, enacted in 1994 [1999], as amended, and specifically Article XIX entitled PD Planned Development Regulations, and in compliance with Act 288, Public Acts of 1967, as amended, the Land Division Act. The parties acknowledge that the PD Stage II Final Site Plan for The Village at Majestic Lakes do not modify the obligations of others under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, or any PD Stage II final site plan that has been or will be approved for other phases of the Majestic Lakes Planned Development, relating to land or uses which are not within The Village at Majestic Lakes.

4. **Permitted Residential Development.** The Village at Majestic Lakes shall be developed, owned and operated as a single family residential project in accordance with the PD Stage II Final Site Plan for The Village at Majestic Lakes and this Agreement.

5. **Conditions of PD Stage II Final Site Plan Approval for The Village at Majestic Lakes.**

- Applicant shall comply with the photometric plans approved by the Township.
- As the Township has a no phosphorus ordinance, any notation of utilizing phosphorus within the landscape plans shall be deleted.
- The exterior materials shall include the materials shown on the approved elevations for The Village at Majestic Lakes and pursuant to and as allowed by Section 1909 of the Zoning Ordinance.
- *[Additional Conditions, if any]*

6. **Phased Development.** The Village at Majestic Lakes may be developed in phases in accordance with the PD Stage II Final Site Plan for The Village at Majestic Lakes, this Agreement, the PD Agreement and the First Amendment. Each phase shall include the associated infrastructure necessary to serve such phase. Subject to the foregoing, Blue Majestic shall have the right to determine the sequencing of such phases and more than one phase may be developed at the same time.

7. **Plans and Elevations.** The approved plans and elevations for The Village at Majestic Lakes are attached hereto as **Exhibit C**. Any material modifications to the plans and elevations, including photometric plans, shall be subject to the approval of the Township's director of planning, which approval shall not be unreasonably withheld.

8. **Open Space Areas.** The Village at Majestic Lakes shall be entitled to the benefits of, and be subject to the obligations under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment and the Declaration, including the right of residents within The Village at Majestic Lakes to use the open areas as referenced therein and the obligation of the owners of units within The Village at Majestic Lakes to contribute to the costs of operating the Lakewood Association.

9. **Master Deed and Bylaws.** Blue Majestic shall submit to the Township for its review and approval the master deed and bylaws for The Village at Majestic Lakes, which approval shall not be unreasonably withheld, conditioned or delayed ("**Master Deed**"). Following the Township's approval of such Master Deed, Blue Majestic shall record such Master Deed with the Washtenaw County Register of Deeds. The Village at Majestic Lakes may be established as one (1) condominium project or two (2) condominium projects known as The Village at Majestic Lakes I and The Village at Majestic Lakes II.

10. **Formation of Condominium Association.** Blue Majestic shall form an association to administer the condominium established pursuant to the Master Deed (“**Association**”). The Association shall be responsible for maintaining the general common element areas of the condominium for the common use and benefit of all residents and owners of units within the condominium. Every owner of a unit in the condominium shall be a member of the Association. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any unit. During the period that Blue Majestic is entitled to appoint the directors of the Association, Blue Majestic shall notify the Township Clerk and Community Watch Specialist of the names and addresses of each Director of the Association within seven (7) days of their appointment by Blue Majestic. The Association shall establish and levy assessments against the units within the condominium for the purpose of performing the Association’s maintenance and repair obligations with respect to any general common elements within the condominium and for other proper purposes of the Association. The Association’s assessment rights and the unit owner’s assessment obligations shall be more fully set forth in the Master Deed.

11. **Storm Water Management.** No part of the storm water detention areas within the Village Parcel shall be allowed to remain unkempt. All grass and growth shall be maintained and cut in accordance with Township ordinances. The inlets and outlets shall be kept functioning.

Without abrogating or limiting Blue Majestic’s continuing responsibility to maintain the detention areas during the period of construction, unless the Lakewood Association has such obligation, Blue Majestic shall cause the Association to assume responsibility to preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, etc., whether arising under this Agreement or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from the date of certification by the Township engineer that he has inspected the required improvements and is reasonably satisfied they are proper and complete. Upon the completion of the storm water and detention facilities within the condominium and the approval of such storm drainage and detention facilities by the Washtenaw County Water Resources Commission, the Association shall be responsible for the maintenance of such storm drainage and detention facilities and Blue Majestic shall have no further maintenance obligations in connection therewith.

In the event Blue Majestic and/or the Association at any time fail to maintain or preserve the detention areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township or the Washtenaw County Water Resources Commissioner’s Office may serve written notice by certified mail upon Blue Majestic and the Association, as applicable, setting forth the deficiencies in Blue Majestic’s or the Association’s maintenance and/or preservation of the detention areas, inlet and outlet areas, etc., in accordance with this Agreement. The written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice are not cured within the thirty (30) day period, the Township, in order to prevent the detention areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the detention areas, inlet and outlet areas, etc., and perform the required maintenance

and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a ten (10%) percent surcharge for administrative costs, shall be assessed equally against each unit within the condominium, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

This obligation and financial responsibility to maintain or preserve the detention areas, the inlet, and outlet areas and the Township's right to enforce this obligation against Blue Majestic and/or the Association and/or the unit owners in the condominium shall be set forth in the Master Deed.

12. **Applicable Yard Setbacks.** The PD Stage II Final Site Plan for The Village at Majestic Lakes identifies the width and size of each unit within The Village at Majestic Lakes and the approved front yard, rear yard and side yard setbacks for each unit within The Village at Majestic Lakes. No exterior wall of a principal residence shall be erected or placed other than within the confines of the approved building area without the consent of the Township. Minor variances to the foregoing setback and yard requirements may be administratively approved by the Township's Office of Community Standards, without the necessity of amending this Agreement.

13. **Development Review.** The PD Stage II Final Site Plan for The Village at Majestic Lakes and detailed construction plans for The Village at Majestic Lakes, and the dwellings to be built within The Village at Majestic Lakes, shall not be subject to any enactments or amendments to the Township Zoning Ordinance, the Township Site Condominium Ordinance, or any other Township ordinances, rules and regulations which affect the development of The Village at Majestic Lakes or the architectural standards governing construction in The Village at Majestic Lakes that become effective after the date of the approval of the PD Stage II Final Site Plan for The Village at Majestic Lakes.

14. **Roads.** The internal roads within The Village at Majestic Lakes shall be public in accordance with Section 2.14 of the PD Agreement. All interior roads shall be constructed to the applicable standards of the Washtenaw County Road Commission as outlined within the engineering plans which have been approved by the Township and the Washtenaw County Road Commission. Blue Majestic shall deposit with the Washtenaw County Road Commission the required performance guaranties for the inspection and completion of the roads within The Village at Majestic Lakes.

15. **Interior Sidewalks.** Interior sidewalks shall be installed within The Village at Majestic Lakes in accordance with Section 2.15 of the PD Agreement.

16. **Public Water and Sewer.** The Village at Majestic Lakes shall be developed with public sanitary sewers as approved by the YCUA and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations, and shall be developed with public water mains as approved by YCUA and the Michigan Department of Public Health, and subject to applicable laws and regulations. All standard connection, inspection, costs and fees imposed from and after the date of this Agreement by the Township with respect to the



issuance of building permits in The Village at Majestic Lakes, including but not limited to engineering inspections, water tap fees and sewer tap fees, shall be paid by Blue Majestic, or its successors or assigns, except for the portion previously paid for such connections, including but not limited to those as shown in the YCUA Estimate of Costs - Application for Services, dated August 1, 2006, and the accompanying receipt, dated August 17, 2006. To the extent not previously done by the Original Developer or Blue Majestic, Blue Majestic shall dedicate all necessary easements to the Township for the maintenance, repair and replacement of the public water and sanitary sewer lines within The Village at Majestic Lakes.

17. **Street Lighting.** To the extent not previously done so by the Original Developer, Blue Majestic shall petition the Township for the creation and establishment of a Special Assessment District for the purpose of defraying the costs of the annual maintenance and operation of street lighting by special assessments against all of the units in The Village at Majestic Lakes. The creation and establishment of the special assessment district for the purpose of street lighting shall be finalized for the portion of The Village at Majestic Lakes for which building permits are requested prior to the issuance of certificates of occupancy within such portion of The Village at Majestic Lakes. Upon the creation and establishment of the special assessment district for purposes of street lighting, Blue Majestic shall install within each special assessment district for which Blue Majestic has requested and has been approved for the issuance of building permits, street lighting which meets or exceeds the minimum residential street lighting standards of the DTE Energy and such installation shall be completed prior to the issuance of certificates of occupancy in such portion of the Planned Development.

18. **Security Cameras.** Security cameras shall be installed at the two entranceways on Tuttle Hill Road, and the one entranceway to the Planned Development on Textile Road. The security cameras shall meet the specifications established by the Township. Such cameras shall be monitored by the Township's Department of Public Safety. Blue Majestic shall petition the Township to create a special assessment district ("Security Camera SAD") for the purpose of defraying the Township's cost of maintaining and repairing the security cameras. The Security Camera SAD shall be based on the relative number of units within such The Village at Majestic Lakes in relation to the total number of units that are contained in the Planned Development. Provided that Blue Majestic has cooperated in the creation and establishment of the Security Camera SAD, the Township shall not withhold or delay issuance of certificates of occupancy for homes within The Village at Majestic Lakes.

19. **Street Trees within The Village at Majestic Lakes.** Blue Majestic shall install or cause to be installed trees within the street right-of-way line for each portion of The Village at Majestic Lakes for which Blue Majestic has requested and has been approved for the issuance of building permits in accordance with the approved Final Landscape Plan with respect to The Village at Majestic Lakes and any amendments thereto approved by the Township. Where necessary or advisable due to site conditions, sight requirements of the WCRC, the location of public or private utilities or similar factors, such street tree installation may deviate from the Final Landscape Plan, provided that the Plan's average separation is maintained throughout The Village at Majestic Lakes. To secure such obligation for any portion of The Village at Majestic Lakes for which Blue Majestic has requested and has been approved for the issuance of building permits, Blue Majestic shall post with the Township security, plus a 10% inspection fee, for such

street tree installation in the form an irrevocable bank letter of credit or check to the Township in an amount reasonably determined by the Township necessary to secure the installation of street trees within such portions of The Village at Majestic Lakes. Blue Majestic may contractually assign these street tree installation obligations to a third party, including residential builders, provided Blue Majestic remains directly liable for the installation of street trees in the applicable portions of The Village at Majestic Lakes. However, Blue Majestic may be relieved of these street tree installation obligations for a particular unit and Blue Majestic's security obligation shall be reduced pro-rata if a third party replaces Blue Majestic's security with its own security. Blue Majestic shall be responsible for replacing any street tree on a particular unit which is determined by the Township's inspector within one (1) year after such street tree's installation to be diseased, dead or dying; provided that, if a third party has posted the security for the installation of the applicable street tree, such third party shall be responsible for the replacement of such tree. Following the expiration of such one (1) year period, the Association or the unit owners shall have the obligation to replace diseased, dead or dying street trees, as provided in the Master Deed and Blue Majestic and/or its assignee shall have no further obligations in connection therewith. The Township shall reduce Blue Majestic's security, on a pro rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that Blue Majestic retains with the Township security to cover the reasonable cost of inspection by the Township.

20. **Marketing Procedure.** In addition to the provisions of Section 3.3 of the PD Agreement, Blue Majestic may utilize one construction trailer for The Village at Majestic Lakes until such time as construction within The Village at Majestic Lakes has been completed.

21. **Rent Restrictions.** The Ypsilanti Township Board of Trustees, as part of its ongoing efforts to achieve the adopted policy goals of Neighborhood Stabilization and to find solutions to the long term housing crisis in relation to occupancy and physical condition of residential structures within the Township and furthermore to promote balance in Washtenaw County's housing market through policy and resource allocations including partnerships and collaborations throughout Washtenaw County with the overarching goal of promoting policies that create resiliency, promote equity and improve opportunity for households of all income levels throughout the County, do hereby make and restate the following "Findings of Fact" in support hereof.

(a) The Charter Township of Ypsilanti implemented a nuisance abatement program with regard to foreclosed property, which program is based upon the fact that Ypsilanti Township has experienced over 3,100 foreclosures between 2007 and 2015. The Township has 33% of foreclosures in Washtenaw County, but constitute 15% of the county's households and population; that as a result of these foreclosures, the average SEV of residential properties decreased 37% from 85,550.00 to 52,526.00; that many foreclosed properties became rental properties and the increase in rental properties demonstrates a corresponding increase in crimes and calls for police services.

(b) Due to the unprecedented number of residential foreclosures between 2007 and 2015, Ypsilanti Township enacted Ordinance No. 2015-450 regarding vacant property registration and regulation in response to the disproportionate number of foreclosed properties in

the Township. The implementation of this nuisance abatement program in conjunction with the vacant property ordinance has resulted in increased demand for legal services and staff resources for the filing of nuisance abatement civil actions in the Washtenaw County Circuit Court.

(c) During this most severe housing crisis not seen since the “Great Depression,” the Washtenaw County Office of Community and Economic Development undertook an analysis of housing market conditions throughout the County, which included support from the United States Department of Housing and Urban Development (“HUD”). This analysis resulted in a comprehensive report entitled “Housing Affordability and Economic Equity - Analysis”, which report was published in January, 2015. The Township Board adopted this report by passage of Resolution 2015-4 on March 3, 2015. This study found *inter alia* that Ypsilanti Township is experiencing “vastly disproportionate numbers of subsidized housing units” in the Township (p. 5); that the Township “is at risk of entering a point of no return in its downward spiral, as the domino effect of foreclosures roots ever more deeply” (p. 5); that the Township “cannot remain the de facto affordable housing policy for Ann Arbor and Pittsfield; that “continuation of this default way of operating will ensure further decline in property values and fiscal stability” (p. 38); and that the Township “must find partners to intervene in the destabilizing cycle of foreclosure, disinvestment, abandonment, flipping and distress.” (p. 38).

(d) During the aforementioned time period, the City of Ann Arbor Housing Commission released a study in 2012 which examined the Housing Choice Voucher Program (Section 8), which report concluded that Ypsilanti Township had 547 housing vouchers; that the 547 vouchers constitute 40% of all voucher participants in Washtenaw County while the Township comprises 15% of the county population; that the percentage of the county population using vouchers in the Township is 2.8 times higher than the County as a whole and 4.4 times higher than the City of Ann Arbor.

Blue Majestic agrees to impose certain restrictions on the rental of homes within The Village at Majestic Lakes in order to promote and preserve the owner occupied character of such neighborhood. At the same time, the parties recognize that a home owner may need to lease his or her home due to various circumstances, such as a job transfer, relocation, the loss of a job or for health or other reasons. Thus, based upon the foregoing, The Village at Majestic Lakes shall be subject to the following restrictions:

(a) A single family home within The Village at Majestic Lakes shall not be purchased for the purpose of leasing the home to other persons. A home within The Village at Majestic Lakes shall only be sold to persons who intend to occupy such home as their personal residence.

(b) If a home owner whose home qualifies as the home owner’s principal residence under the Michigan General Property Tax Act, Act 206 of 1893, as amended, vacates his or her home, such home owner will be permitted to lease his or her home to other persons during the period such home owner continues to hold title to the home, If such home owner thereafter conveys or otherwise transfers title to the home, any lease then in effect shall automatically terminate and, subject to subparagraph (c) below, the tenant(s) shall be required to immediately vacate the home, unless such tenant is the purchaser of the home.

(c) A home owner who is permitted to lease his or her home pursuant to subparagraph (b) above, may lease the home for a period not to exceed three (3) years, regardless of whether the home owner continues to own the home beyond such three (3) year period. However, upon the request of the home owner to the Association Board of Directors, the Board of Directors may, upon a showing of good cause, grant a “one time only” extension which extension may be for any number of months with a maximum of 24 months and shall not, under any circumstances, exceed two (2) additional years to lease the home.

(d) For purposes of the foregoing restrictions, the grant of a mortgage by a home owner shall not constitute a transfer of the home owner’s title to the home. Notwithstanding anything to the contrary contained herein, a mortgagee that obtains possession of a home by foreclosure, receivership or deed in lieu of foreclosure, shall also be permitted to lease the home to other persons during the period such mortgagee (or any affiliated entity formed by the mortgagee to hold title to the mortgagee’s foreclosed properties) holds title to the home.

(e) The rental rates for homes permitted to be leased under this Section shall be consistent with the overall rental market of similarly sized rental properties within the Township, and to the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of homes shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.

(f) Except as provided above in this Section, the leasing of homes within The Village at Majestic Lakes shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association.

(g) The leasing of homes shall otherwise be subject to all applicable ordinances of the Township pertaining to the leasing of single family residential properties, including ordinances pertaining to licensing and inspections.

(h) All leases or rental agreements that are permitted under this Section shall incorporate the foregoing provisions.

(i) The foregoing restrictions shall be contained in the Master Deed. The Master Deed shall also contain provisions, approved by the Township, giving the Township the authority to enforce the foregoing restrictions and prohibiting the amendment of such restrictions without the prior consent of the Township. In addition, the Master Deed may contain such additional restrictions relating to the leasing of condominium units, as determined by Blue Majestic.

22. **Surety and Escrows for Infrastructure Improvements.** The portion of The Village of Majestic Lakes which is identified as units 1-34 on the PD Stage II Final Site Plan has been partially developed as provided in Section 2.2 of the PD Agreement. Blue Majestic shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements

within such portion of The Village at Majestic Lakes, including, mass grading, underground and site improvements such as, but not limited to, water mains, water lead relocations and abandonments, sanitary sewers, sanitary lead relocations and abandonments, WCWRC storm sewers, parking lot lights, curb replacements, street paving, retention ponds and any other site improvements required by the Township. With respect to any portion of the remainder of The Village at Majestic Lakes for which Blue Majestic has requested and has been approved for building permits, Blue Majestic shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements within such portion of The Village at Majestic Lakes, including, mass grading, underground and site improvements such as, but not limited to, water mains, water lead relocations and abandonments, sanitary sewers, sanitary lead relocations and abandonments, WCWRC storm sewers, parking lot lights, curb replacements, street paving, retention ponds and any other site improvements required by the Township.

Blue Majestic may satisfy the foregoing surety or escrow requirements in all or in part by the posting of such surety or escrows for such improvements with other governmental entities (e.g. the WCRC, the WCWRC, YCUA, etc.) and to the extent any of the foregoing governmental entities hold performance guaranties for any such improvements, Blue Majestic shall be deemed to have satisfied its performance guaranty obligations for such improvements under this Agreement. Blue Majestic shall deliver to the Township Treasurer's office copies of all such surety or escrow agreements with other governmental entities. The surety amount required by the Township may be reduced incrementally as improvements within such portions of The Village at Majestic Lakes are accepted and approved and the Township agrees that, at Blue Majestic's request, and upon approval from the appropriate inspecting agency, sureties held by the Township will be released to Blue Majestic for completed portions of The Village at Majestic Lakes. The Township will use its good faith commercially reasonable efforts to release such funds to Blue Majestic within thirty (30) days from the Township's receipt of a written request for payment from Blue Majestic, and in any event, such funds shall be released by the Township to Blue Majestic within forty-five (45) days from the Township's receipt of a written request for payment from Blue Majestic.

23. **Construction Access.** Blue Majestic shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from its construction site, including placing brine on the roads when requested by the Township, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, if applicable, the expense of which shall be borne exclusively by Blue Majestic.

24. **Engineering Plans and Certification.**

(a) With respect to each phase of The Village at Majestic Lakes that is developed, Blue Majestic shall furnish a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within such phase, per the "as built" plans, have been constructed in accordance with this Agreement, and the approved PD Stage II Final Site Plan and engineering plans for The Village at Majestic Lakes.

(b) Following the completion of each development phase of The Village at Majestic Lakes, Blue Majestic shall furnish "as built" engineering plans (3 hard copies, digital pdf), reviewed and approved by the Township Engineer, showing all site improvements installed within such phase per Township specifications. All inspections for water and sewer (sanitary and storm) installations within The Village at Majestic Lakes are to be performed by Township and YCUA engineering inspectors, with applicable fees.

(c) Blue Majestic shall furnish a "project engineer's certificate" for each phase of The Village at Majestic Lakes being developed by Blue Majestic, indicating that all soil erosion and sedimentation measures for such phase have been complied with, according Chapter 24, Article VI of the Township Municipal Code and part 91 of Act 451 of the Public Acts of 1994.

25. **Underground Utilities.** To the extent not previously installed, Blue Majestic shall cause to be installed underground within The Village at Majestic Lakes, all electric, telephone and other communication systems, in accordance with the requirements of the applicable utility company. Blue Majestic shall dedicate all easements necessary for the installation and maintenance of such utilities to the extent such easements were not previously established.

26. **Removal of Construction Debris.** Blue Majestic shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements within The Village at Majestic Lakes and within two weeks of completion or abandonment of construction of each development phase. Blue Majestic shall provide temporary containment units for the storage of debris and discarded building material until such time that the materials are scheduled to be removed. No burning of discarded construction material shall be allowed.

27. **Vested Project; Successor Developer.** The Village at Majestic Lakes shall be deemed fully "vested." Beginning on the date of this Agreement, subsequent owners of the entire Village Parcel agree to assume Blue Majestic's rights and obligations with respect to the Village Parcel under the PD Agreement, the First Amendment, the Amended PD Stage I Preliminary Site Plan; and thereafter, Blue Majestic shall have no further obligations or liability in connection therewith. The Township confirms, as of the date of this Agreement, that there are no violations of the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration or any of any applicable law, including the Township Ordinance, relating to the Village Parcel.

28. **Blue Majestic agrees:**

(a) To prepare and submit to the Township for approval detailed plans and specifications prepared by a registered professional engineer for construction of on-site improvements, according to "Engineering Design Specifications for On-Site Improvements" adopted by the Township and the Ypsilanti Community Utility Authority ("YCUA") (which plans and specifications have been submitted as identified on Exhibit B attached hereto) with the understanding that no work on said improvements shall be commenced except in compliance

with the Township Zoning Ordinance until such plans and specifications have been approved by the Township Planner and Township Engineer and which engineering plans have been so approved June 8, 2017 (subject to satisfaction of the conditions set forth in the Township Engineer letter of approval dated June 8, 2017) and to provide such other information to the Township Departments as set forth in the Township Engineer letter of approval dated June 8, 2017.

(b) To install required lot grading and soil erosion and sedimentation control improvements and to provide drainage for storm water from the Village Parcel in accordance with applicable standards so that storm water will not flow from the Village Parcel on to any adjacent property in such amounts that do not exceed the amounts from the undeveloped condition.

(c) To remove all discarded building material and rubbish from the Village Parcel at least once every two weeks during construction of improvements and within one month after completion or abandonment of construction. Blue Majestic further agree that no burning shall be allowed on the site unless an exception is granted by the Ypsilanti Township Board of Trustees and the Township Fire Department.

(d) To provide a "plan for signs" and installation of street name signs according to Washtenaw County Road Commission specifications upon or following commencement of construction (but in any event, to be approved and installed prior to issuance of a final certificate of occupancy) and to install such temporary warning signs and temporary road name signs during the construction period as are appropriate to protect the health, safety and welfare of the public, in accordance with applicable requirements.

(e) Notwithstanding anything to the contrary set forth herein, the following understandings have been reached between the Township and the Blue Majestic as a part of Blue Majestic's preliminary site plan approval and are hereby reaffirmed and incorporated in this Agreement:

(i) Blue Majestic's Landscape Architectural Plans shall include appropriate berming and planting in accordance with the approved site plan.

(ii) Blue Majestic shall endeavor to cooperate with the Township Solid Waste Committee on future recycling activities.

(iii) Blue Majestic shall paint fire hydrants "Rustoleum School Bus Yellow" in accordance with Township Fire Departments standards.

**The Township Hereby Agrees:**

(a) To accept appropriate easements for public water mains and sanitary sewers.

(b) To provide timely and reasonable Township inspections as may be required during construction.

29. **Miscellaneous.**

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

(b) **Headings; Construction.** The various headings of this Agreement are included for convenience only and shall 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 shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa. Capitalized words or phrases not otherwise defined herein shall be construed to be consistent with those words or phrases as used in the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration. Except as specifically identified herein or as related to the Conditions of PD Stage II Final Site Plan Approval for The Village at Majestic Lakes contained in paragraph 5 of this Agreement, this Agreement is intended to reflect and reiterate the obligations of the owner of The Village at Majestic Lakes and of the Township as referenced in the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration and is not intended to materially modify such obligations.

(c) **Partial Validity; Severability.** If any term or provision of this Agreement or its application to any person or circumstance shall, 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, shall not be affected, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(d) **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors in interest and assigns, and no third party is intended to, or shall have, any rights hereunder.

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

(f) **Inspections.** In consideration of the above undertakings, the Township shall provide timely and reasonable Township inspections as may be required during construction of The Village at Majestic Lakes.



(g) **Recordation of Agreement.** The Blue Majestic shall record this Agreement with the Washtenaw County Register of Deeds and further provide a recorded copy to the Township Clerks Office.

(h) **Effect of Agreement.** Except as modified by this Agreement and the PD Stage II Final Site Plan for The Village at Majestic Lakes, the terms and provisions of the PD Agreement and the First Amendment shall continue in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of this Agreement and any other agreement or applicable document, including the PD Stage II Final Site Plan for The Village at Majestic Lakes, and the provisions of the Zoning Ordinance or any other Township ordinances, rules, regulations or any amendments thereto, the provisions of this Agreement and the PD Stage II Final Site Plan for The Village at Majestic Lakes shall control and variances shall not be required.

(j) **Effective Date.** The Effective Date of this Amendment shall be the last date on which both Blue Majestic and the Township sign this Amendment.

(k) **Obligations of Successor Developers.** This Agreement is not intended to create contractual rights for third parties. It may be enforced, amended or rescinded only by a writing executed by both parties or their successors-in-interest. The obligation of Blue Majestic contained herein shall be binding on successors and assigns in ownership of The Village Parcel and shall run with the land. Blue Majestic is no longer responsible for obligations under this Agreement: (i) upon assignment of this Agreement, including a partial assignment of this Agreement with respect to a portion of the Village Parcel; or (ii) upon the sale of the Village Parcel, or a portion thereof, to a third party, with respect to the portion sold.

**Signatures and acknowledgments by the parties and approval by  
counsel for the parties appear on following pages**

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

**Blue Majestic:**

Blue Majestic LLC,  
a Michigan limited liability company

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

Print Name:

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, the foregoing instrument was acknowledged before me by \_\_\_\_\_, \_\_\_\_\_ of Blue Majestic LLC, a Michigan limited liability company on behalf of the company.

\_\_\_\_\_, Notary Public \_\_\_\_\_ County, \_\_\_\_  
Acting in the County of \_\_\_\_\_, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**Township:**

Charter Township of Ypsilanti, a Michigan  
Municipal corporation

By: \_\_\_\_\_  
Brenda L. Stumbo

Its: Supervisor

Charter Township of Ypsilanti, a Michigan  
Municipal corporation

By: \_\_\_\_\_  
Karen Lovejoy Roe

Its: Clerk

STATE OF MICHIGAN            )  
  )SS  
COUNTY OF WASHTENAW    )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, the foregoing instrument was acknowledged before me by Brenda L. Stumbo, Supervisor, and Karen Lovejoy Roe, Clerk, of Charter Township of Ypsilanti, a Michigan Municipal corporation on behalf of the corporation.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public \_\_\_\_\_ County, MI  
Acting in the County of \_\_\_\_\_, State of Michigan  
My Commission expires: \_\_\_\_\_

DRAFTED JOINTLY BY BLUE MAJESTIC AND THE TOWNSHP:

WHEN RECORDED RETURN TO:

Wm. Douglas Winters  
McLain & Winters  
61 N. Huron St.  
Ypsilanti, MI 48197

Mark S. Cohn  
Seyburn Kahn  
2000 Town Center, Ste 1500  
Southfield, MI 48075

**EXHIBIT A**

**LEGAL DESCRIPTION**

**PARCEL I**

DESCRIPTION OF A 11.66 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 211.42 FEET; THENCE THE FOLLOWING TWENTY ONE (21) COURSES ALONG LAKEWOOD ESTATES CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, ACCORDING TO THE MASTER DEED, AS RECORDED IN LIBER 4627, PAGE 76, WASHTENAW COUNTY RECORDS: 133.66 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S77°50'41"W 132.76 FEET, S89°20'36"W 257.52 FEET, S00°39'24"E 130.55 FEET, S89°20'36"W 569.22 FEET, S00°39'24"E 120.00 FEET, S28°37'07"W 75.66 FEET, S88°37'17"W 66.01 FEET, S79°41'43"W 96.47 FEET, S89°20'36"W 44.89 FEET, S00°39'24"E 32.87 FEET, S04°42'20"E 56.91 FEET, S14°44'01"E 83.96 FEET, S26°42'11"E 84.11 FEET, N57°18'25"E 140.00 FEET, 23.07 FEET ALONG THE ARC OF A 263.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S35°12'21"E 23.06 FEET, S52°16'54"W 135.00 FEET, S43°42'30"E 83.07 FEET, S55°50'11"E 84.96 FEET, S67°55'55"E 82.91 FEET, S76°29'12"E 83.64 FEET, AND S88°01'35"E 30.64 FEET; THENCE S89°45'51"W 515.16 FEET; THENCE N00°39'24"W 959.17 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF SAID TUTTLE HILL ROAD TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 11.66 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE WESTERLY 60 FEET THEREOF AS OCCUPIED BY SAID TUTTLE HILL ROAD.

**PARCEL II**

DESCRIPTION OF A 17.74 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE

CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH); THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 3.57 FEET FOR A PLACE OF BEGINNING; THENCE N31°54'36"E 441.75 FEET; THENCE N89°51'07"E 1218.93 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 26 TO THE CENTER POST OF SAID SECTION 26; THENCE S00°34'23"W 1109.87 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 26 (AS MONUMENTED); THENCE N15°51'33"W 45.04 FEET; THENCE N21°59'29"W 75.40 FEET; THENCE N29°40'14"W 75.40 FEET; THENCE N39°14'51"W 112.56 FEET; THENCE N54°05'18"W 66.65 FEET; N58°04'44"W 1018.01 FEET; THENCE 18.64 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S34°37'54"W 18.63 FEET; THENCE S31°55'16"W 111.39 FEET; THENCE S33°20'13"W 66.02 FEET; THENCE 167.10 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S51°58'13"W 165.36 FEET; THENCE N41°40'00"W 207.85 FEET TO THE PLACE OF BEGINNING; BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 17.74 ACRES OF LAND, MORE OR LESS.

**EXHIBIT B**  
**MAJESTIC LAKES**  
 Planned Development Stage II Plans  
 Atwell, LLC - Job #14000914

**SITE PLANS**

<b>Sheet Number</b>	<b>Sheet Title</b>	<b>Last Revised Date</b>
01	Cover	August 10, 2017
02	Aerial Photo	August 10, 2017
03	Existing Conditions	August 10, 2017
04	Overall Layout Plan	August 10, 2017
05	Detailed Layout Plan	August 10, 2017
06	Detailed Layout Plan	August 10, 2017
07	Detailed Layout Plan	August 10, 2017
08	Detailed Layout Plan	August 10, 2017
09	Utility Plan	August 10, 2017
10	Utility Plan	August 10, 2017
11	Utility Plan	August 10, 2017
12	Utility Plan	August 10, 2017
13	Open Space Plan	August 10, 2017
14	Open Space Plan	August 10, 2017

**LANDSCAPE PLANS**

<b>Sheet Number</b>	<b>Sheet Title</b>	<b>Last Revised Date</b>
L-1	Landscape Plan	August 10, 2017
L-2	Landscape Plan	August 10, 2017
L-3	Forebay Landscape Plans	August 10, 2017
L-4	Landscape Specifications & Details	August 10, 2017

**ENGINEERING PLANS**

<b>Sheet Number</b>	<b>Sheet Title</b>	<b>Last Revised Date</b>
1-60	-----	July 31, 2017

**EXHIBIT C**  
**PLANS AND ELEVATIONS**

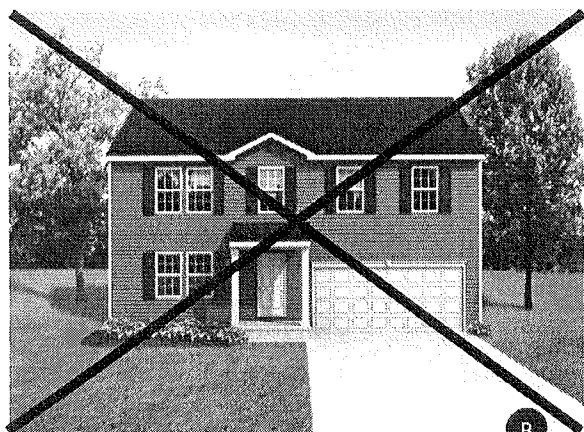
# The Petoskey

**Majestic Lakes**  
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,320 - 2,333 Sq. Ft.  
4 Bedrooms  
2.5 Baths



Open the door to the Petoskey, and you'll instantly feel at home. This inviting home features plenty of living and entertaining space for a growing family. The first floor features a spacious great room that opens to the kitchen, complete with an eat-in nook and walk-in pantry. A convenient powder room adds to this beautiful home's functionality. Upstairs, the master suite offers a large walk-in closet and private bath with an optional separate shower and soaking tub. An expansive loft, convenient laundry room, three secondary bedrooms and additional full bath round out the living space on the second floor.



Elevations on this page approved / not approved as indicated herein.

\_\_\_\_\_  
Authorized Signature      Date





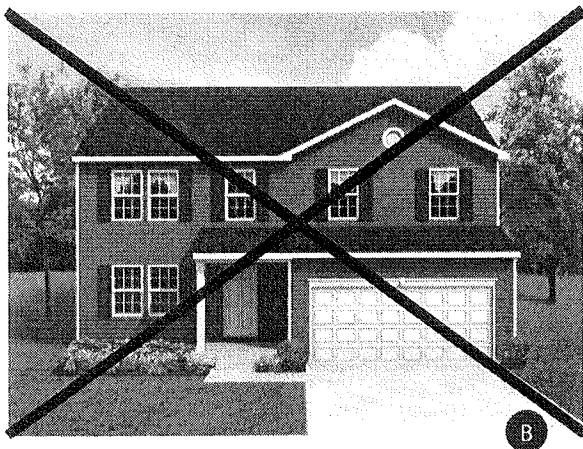
# The Mackinac

**Majestic Lakes**  
 Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,752 - 2,765 Sq. Ft.  
 4 Bedrooms  
 2.5 Baths



The Mackinac is perfect for a young family with an active lifestyle! This home features four bedrooms, two and a half baths, and an attached 2-car garage for added convenience. The first floor offers plenty of space for family gathering and features a spacious great room that opens to a large kitchen with an eat-in nook, walk-in pantry and optional box bay entrance to the backyard. A cozy second-floor loft, three secondary bedrooms and large master suite complete the second floor.



Elevations on this page approved / not approved as indicated herein.

\_\_\_\_\_  
 Authorized Signature      Date



# The Traverse

**Majestic Lakes**  
 Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,592 - 2,605 Sq. Ft.  
 4 Bedrooms  
 2.5 Baths



The Traverse is a perfect home for a growing family! The large kitchen with eat-in nook and walk-in pantry open to an oversized step-down great room, which is the perfect spot for family gatherings. The second floor features a loft, laundry room, two full baths and four spacious bedrooms, including a master suite with a large walk-in closet and private bath. A spacious flex room, powder room, and attached 2-car garage offer the storage space and convenience today's families desire.



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\_\_\_\_\_  
 Authorized Signature      Date



Nature Series  
The Elwood

**Majestic Lakes**  
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,432 - 2,777 Sq. Ft.  
4-5 Bedrooms  
2.5-3 Baths



You'll feel right at home at the Elwood, a charming two-story home with four bedrooms, two and a half bathrooms, and an abundance of living space. Off the garage is a private family entry and walk-in closet, perfect for storing boots and coats on wet, muddy days. The open great room is ideal for gathering and entertaining, while the kitchen's generous counter space and optional center island offer plenty of space for preparing and cooking meals. A cozy study tucked off the foyer and large second-story loft offer additional living spaces within the home. Three secondary bedrooms and a spacious master suite complete this desirable home.



Elevations on this page approved / not approved as indicated herein.

\_\_\_\_\_  
Authorized Signature      Date





Nature Series  
The Harvest

**Majestic Lakes**  
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

1,926 - 2,264 Sq. Ft.  
3 Bedrooms  
2.5 Baths



The Harvest offers functionality, generous space, and value all in one! The bright foyer opens to a generously sized great room. Next to the great room is a quaint eat-in nook and perfectly planned kitchen, complete with a huge, walk-in pantry. Upstairs is a large master suite with walk-in closet and adjoining master bath with an oversized tub, private commode and plenty of vanity space. Two secondary bedrooms are spacious and both offer generous closet space. The large second-floor loft is convenient as a playroom or additional TV room, while the second-floor laundry room adds convenience to both washing and putting away the laundry. You'll feel right at home at the Harvest!



Elevations on this page approved / not approved as indicated herein.

\_\_\_\_\_  
Authorized Signature      Date



Nature Series  
The Lakeland

**Majestic Lakes**  
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,524 - 3,079 Sq. Ft.  
4-5 Bedrooms  
2.5-4 Baths



It's easy to see why families love the Lakeland. This gorgeous two story home features a large kitchen and nook that open to the great room, offering plenty of gathering space. An intimate formal dining room at the front of the home has the option to be converted into a den or family work space. Upstairs, three large secondary bedrooms with walk-in closets offer space for guests or children of any age. The master retreat is inviting, with a spa-like bath and huge walk-in closet. A convenient second story loft and laundry room complete the spacious layout of this home.



Elevations on this page approved / not approved as indicated herein.

\_\_\_\_\_  
Authorized Signature      Date



Rev 11/14/14

51237 Danview Technology Dr. | Shelby Twp. | MI| 48315 | (888) 9-LOMBARDO | LombardoHomes.com

Find us on Facebook

Nature Series  
The Leland

**Majestic Lakes**  
Elevations submitted for Township approval pursuant to Section 3.2 of the Lakewood PD Agreement.

2,185-2,529 Sq. Ft.  
3-5 Bedrooms  
2.5-3 Baths



The Leland offers the space, charm and convenience you're looking for in a new home. This open floor plan features a large great room, three family-sized bedrooms, a loft, and private study. The generous kitchen opens to the eat-in nook and great room, creating the perfect area for entertaining family and friends. The master suite on the second floor is the ideal retreat for homeowners, complete with a private bath and walk-in closet. In addition, homeowners have an array of structural options to choose from to customize the home to fit their needs. You'll feel right at home at the Leland!



Elevations on this page approved / not approved as indicated herein.

\_\_\_\_\_  
Authorized Signature      Date



**PD STAGE II DEVELOPMENT AGREEMENT**  
**MAJESTIC LAKES PLANNED DEVELOPMENT**  
**MAJESTIC LAKES ESTATES**

This PD Stage II Development Agreement ("**Agreement**") is entered into as the Effective Date provided below by **Blue Majestic LLC**, a Michigan limited liability company, whose address is 32400 Telegraph Road, Suite 200A, Bingham Farms, Michigan 48025, including its successors and assigns ("**Blue Majestic**"), and the **Charter Township of Ypsilanti**, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "**Township**").

**RECITALS:**

A. Blue Majestic and the Township entered into the Lakewood Planned Development Agreement, dated April 8, 2013, and recorded in Liber 5215, Page 442, Washtenaw County Records (the "**PD Agreement**"), with respect to certain real property which is described therein (the "**Planned Development**").

B. The PD Agreement was amended pursuant to the First Amendment to Lakewood Planned Development Agreement, dated September 15, 2015, and recorded in Liber 5220, Page 576, Washtenaw County Records (the "**First Amendment**"). Capitalized terms used, but not defined, in this Agreement shall have the meanings given to such terms in the PD Agreement and First Amendment.

C. In addition to the PD Agreement and First Amendment, the Planned Development is subject to the Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions, dated May 18, 2007, and recorded in Liber 4627, Page 74 Washtenaw County Records, as amended ("**Declaration**").

D. Pursuant to the PD Agreement and First Amendment, Blue Majestic submitted to the Township an application for PD Stage I Preliminary Site Plan Approval, together with a copy of an amended PD Stage I Preliminary Site Plan (the "**Amended PD Stage I Preliminary Site Plan**"). The Township Board approved the Amended PD Stage I Preliminary Site Plan.

E. Pursuant to the Amended PD Stage I Preliminary Site Plan and First Amendment, the portion of the Planned Development which is described on **Exhibit A** attached hereto has

been approved for the development of single-family residential site condominium project to be known as Majestic Lakes Estates (the "**Estates Parcel**").

F. Blue Majestic has submitted a PD Stage II Final Site Plan for the development of the Estates Parcel (the "**PD Stage II Final Site Plan**"). The Township Planning Commission forwarded to the Township Board its recommendations regarding the PD Stage II Final Site Plan and on \_\_\_\_\_, the Township Board reviewed and approved the PD Stage II Final Site Plan, subject to the conditions which are set forth in this Agreement.

G. Pursuant to Article XIX, Section 1919(2) of the Township's Zoning Ordinance, Blue Majestic and the Township desire to enter into this Agreement to identify the terms and conditions for the development of the Estates Parcel, which constitute the basis for the Township Board's approval of the PD Stage II Final Site Plan for Majestic Lakes Estates.

H. The PD Stage II Final Site Plan for Majestic Lakes Estates is consistent with the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, and Article XIX of the Township's Zoning Ordinance pertaining to the use and development of a planned development.

NOW THEREFORE, in consideration of the parties' promises, duties and covenants described in this Agreement, the parties agree as follows:

1. **Recitals Part of Amendment.** Blue Majestic and the Township acknowledge and represent that the Recitals are true, accurate and binding on the respective parties and are an integral part of this Amendment.

2. **Name of Planned Development Project.** The portion of the Majestic Lakes Planned Development which is identified on **Exhibit A**, and which is to be developed pursuant to this Agreement shall be referred to as either "**Majestic Lakes Estates**" or the "**Estates Parcel**."

3. **Approval of PD Stage II Final Site Plan.** The PD Stage II Final Site Plan for Majestic Lakes Estates consists of those plans identified on **Exhibit B** hereto. The PD Stage II Final Site Plan for Majestic Lakes Estates has been approved in accordance with the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, in accordance with Ordinance No. 74, [99-200] the Zoning Ordinance of Ypsilanti Township, enacted in 1994 [1999], as amended, and specifically Article XIX entitled PD Planned Development Regulations, and in compliance with Act 288, Public Acts of 1967, as amended, the Land Division Act. The parties acknowledge that the PD Stage II Final Site Plan for Majestic Lakes Estates do not modify the obligations of others under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, or any PD Stage II final site plan that has been or will be approved for other phases of the Majestic Lakes Planned Development, relating to land or uses which are not within Majestic Lakes Estates.



4. **Permitted Residential Development.** Majestic Lakes Estates shall be developed, owned and operated as a single family residential project in accordance with the PD Stage II Final Site Plan for Majestic Lakes Estates and this Agreement.

5. **Conditions of PD Stage II Final Site Plan Approval for Majestic Lakes Estates.**

- Applicant shall comply with the photometric plans approved by the Township.
- As the Township has a no phosphorus ordinance, any notation of utilizing phosphorus within the landscape plans shall be deleted.
- The exterior materials shall include the materials shown on the elevations for Majestic Lakes Estates which are approved by the Township and pursuant to and as allowed by Section 1909 of the Zoning Ordinance.
- [*Additional Conditions, if any*]

6. **Phased Development.** Majestic Lakes Estates may be developed in phases in accordance with the PD Stage II Final Site Plan for Majestic Lakes Estates, this Agreement, the PD Agreement and the First Amendment. Each phase shall include the associated infrastructure necessary to serve such phase. Subject to the foregoing, Blue Majestic shall have the right to determine the sequencing of such phases and more than one phase may be developed at the same time.

7. **Plans and Elevations.** As of the date of this Agreement, a builder has not been selected by Blue Majestic for Majestic Lakes Estates. Prior to obtaining building permits for the construction of homes within Majestic Lakes Estates, Blue Majestic or its designated builder shall submit plans and elevations to the Township Board for its approval, which approval shall not be unreasonably withheld if such plans and elevations are consistent with the plans and elevations that have been approved by the Township for other portions of the Planned Development.

8. **Open Space Areas.** Majestic Lakes Estates shall be entitled to the benefits of, and be subject to the obligations under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment and the Declaration, including the right of residents within Majestic Lakes Estates to use the open areas as referenced therein and the obligation of the owners of units within Majestic Lakes Estates to contribute to the costs of operating the Lakewood Association.

9. **Master Deed and Bylaws.** Blue Majestic shall submit to the Township for its review and approval the master deed and bylaws for Majestic Lakes Estates, which approval shall not be unreasonably withheld, conditioned or delayed (“**Master Deed**”). Following the Township’s approval of such Master Deed, Blue Majestic shall record such Master Deed with the Washtenaw County Register of Deeds.

10. **Formation of Condominium Association.** Blue Majestic shall form an association to administer the condominium established pursuant to the Master Deed (“**Association**”). The Association shall be responsible for maintaining the general common element areas of the condominium for the common use and benefit of all residents and owners of units within the condominium. Every owner of a unit in the condominium shall be a member of the Association. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any unit. During the period that Blue Majestic is entitled to appoint the directors of the Association, Blue Majestic shall notify the Township Clerk and Community Watch Specialist of the names and addresses of each Director of the Association within seven (7) days of their appointment by Blue Majestic. The Association shall establish and levy assessments against the units within the condominium for the purpose of performing the Association’s maintenance and repair obligations with respect to any general common elements within the condominium and for other proper purposes of the Association. The Association’s assessment rights and the unit owner’s assessment obligations shall be more fully set forth in the Master Deed.

11. **Storm Water Management.** No part of the storm water detention areas within the Estates Parcel shall be allowed to remain unkempt. All grass and growth shall be maintained and cut in accordance with Township ordinances. The inlets and outlets shall be kept functioning.

Without abrogating or limiting Blue Majestic’s continuing responsibility to maintain the detention areas during the period of construction, unless the Lakewood Association has such obligation, Blue Majestic shall cause the Association to assume responsibility to preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, etc., whether arising under this Agreement or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from the date of certification by the Township engineer that he has inspected the required improvements and is reasonably satisfied they are proper and complete. Upon the completion of the storm water and detention facilities within the condominium and the approval of such storm drainage and detention facilities by the Washtenaw County Water Resources Commission, the Association shall be responsible for the maintenance of such storm drainage and detention facilities and Blue Majestic shall have no further maintenance obligations in connection therewith.

In the event Blue Majestic and/or the Association at any time fail to maintain or preserve the detention areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township or the Washtenaw County Water Resources Commissioner’s Office may serve written notice by certified mail upon Blue Majestic and the Association, as applicable, setting forth the deficiencies in Blue Majestic’s or the Association’s maintenance and/or preservation of the detention areas, inlet and outlet areas, etc., in accordance with this Agreement. The written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice are not cured within the thirty (30) day period, the Township, in order to prevent the detention areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the detention areas, inlet and outlet areas, etc., and perform the required maintenance

and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a ten (10%) percent surcharge for administrative costs, shall be assessed equally against each unit within the condominium, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

This obligation and financial responsibility to maintain or preserve the detention areas, the inlet, and outlet areas and the Township's right to enforce this obligation against Blue Majestic and/or the Association and/or the unit owners in the condominium shall be set forth in the Master Deed.

12. **Applicable Yard Setbacks.** The PD Stage II Final Site Plan for Majestic Lakes Estates identifies the width and size of each unit within Majestic Lakes Estates and the approved front yard, rear yard and side yard setbacks for each unit within Majestic Lakes Estates. No exterior wall of a principal residence shall be erected or placed other than within the confines of the approved building area without the consent of the Township. Minor variances to the foregoing setback and yard requirements may be administratively approved by the Township's Office of Community Standards, without the necessity of amending this Agreement.

13. **Development Review.** The PD Stage II Final Site Plan for Majestic Lakes Estates and detailed construction plans for Majestic Lakes Estates, and the dwellings to be built within Majestic Lakes Estates, shall not be subject to any enactments or amendments to the Township Zoning Ordinance, the Township Site Condominium Ordinance, or any other Township ordinances, rules and regulations which affect the development of Majestic Lakes Estates or the architectural standards governing construction in Majestic Lakes Estates that become effective after the date of the approval of the PD Stage II Final Site Plan for Majestic Lakes Estates.

14. **Roads.** The internal roads within Majestic Lakes Estates shall be public in accordance with Section 2.14 of the PD Agreement. All interior roads shall be constructed to the applicable standards of the Washtenaw County Road Commission as outlined within the engineering plans which have been approved by the Township and the Washtenaw County Road Commission. Blue Majestic shall deposit with the Washtenaw County Road Commission the required performance guaranties for the inspection and completion of the roads within Majestic Lakes Estates.

15. **Interior Sidewalks.** Interior sidewalks shall be installed within Majestic Lakes Estates in accordance with Section 2.15 of the PD Agreement.

16. **Public Water and Sewer.** Majestic Lakes Estates shall be developed with public sanitary sewers as approved by the YCUA and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations, and shall be developed with public water mains as approved by YCUA and the Michigan Department of Public Health, and subject to applicable laws and regulations. All standard connection, inspection, costs and fees imposed from and after the date of this Agreement by the Township with respect to the issuance of building permits in Majestic Lakes Estates, including but not limited to engineering inspections,

water tap fees and sewer tap fees, shall be paid by Blue Majestic, or its successors or assigns, except for the portion previously paid for such connections, including but not limited to those as shown in the YCUA Estimate of Costs - Application for Services, dated August 1, 2006, and the accompanying receipt, dated August 17, 2006. To the extent not previously done by the Original Developer or Blue Majestic, Blue Majestic shall dedicate all necessary easements to the Township for the maintenance, repair and replacement of the public water and sanitary sewer lines within Majestic Lakes Estates.

17. **Street Lighting.** To the extent not previously done so by the Original Developer, Blue Majestic shall petition the Township for the creation and establishment of a Special Assessment District for the purpose of defraying the costs of the annual maintenance and operation of street lighting by special assessments against all of the units in Majestic Lakes Estates. The creation and establishment of the special assessment district for the purpose of street lighting shall be finalized for the portion of Majestic Lakes Estates for which building permits are requested prior to the issuance of certificates of occupancy within such portion of Majestic Lakes Estates. Upon the creation and establishment of the special assessment district for purposes of street lighting, Blue Majestic shall install within each special assessment district for which Blue Majestic has requested and has been approved for the issuance of building permits, street lighting which meets or exceeds the minimum residential street lighting standards of the DTE Energy and such installation shall be completed prior to the issuance of certificates of occupancy in such portion of the Planned Development.

18. **Security Cameras.** Security cameras shall be installed at the two entranceways on Tuttle Hill Road, and the one entranceway to the Planned Development on Textile Road. The security cameras shall meet the specifications established by the Township. Such cameras shall be monitored by the Township's Department of Public Safety. Blue Majestic shall petition the Township to create a special assessment district ("Security Camera SAD") for the purpose of defraying the Township's cost of maintaining and repairing the security cameras. The Security Camera SAD shall be based on the relative number of units within such Majestic Lakes Estates in relation to the total number of units that are contained in the Planned Development. Provided that Blue Majestic has cooperated in the creation and establishment of the Security Camera SAD, the Township shall not withhold or delay issuance of certificates of occupancy for homes within Majestic Lakes Estates.

19. **Street Trees within Majestic Lakes Estates.** Blue Majestic shall install or cause to be installed trees within the street right-of-way line for each portion of Majestic Lakes Estates for which Blue Majestic has requested and has been approved for the issuance of building permits in accordance with the approved Final Landscape Plan with respect to Majestic Lakes Estates and any amendments thereto approved by the Township. Where necessary or advisable due to site conditions, sight requirements of the WCRC, the location of public or private utilities or similar factors, such street tree installation may deviate from the Final Landscape Plan, provided that the Plan's average separation is maintained throughout Majestic Lakes Estates. To secure such obligation for any portion of Majestic Lakes Estates for which Blue Majestic has requested and has been approved for the issuance of building permits, Blue Majestic shall post with the Township security, plus a 10% inspection fee, for such street tree installation in the form an irrevocable bank letter of credit or check to the Township in an amount reasonably

determined by the Township necessary to secure the installation of street trees within such portions of Majestic Lakes Estates. Blue Majestic may contractually assign these street tree installation obligations to a third party, including residential builders, provided Blue Majestic remains directly liable for the installation of street trees in the applicable portions of Majestic Lakes Estates. However, Blue Majestic may be relieved of these street tree installation obligations for a particular unit and Blue Majestic's security obligation shall be reduced pro-rata if a third party replaces Blue Majestic's security with its own security. Blue Majestic shall be responsible for replacing any street tree on a particular unit which is determined by the Township's inspector within one (1) year after such street tree's installation to be diseased, dead or dying; provided that, if a third party has posted the security for the installation of the applicable street tree, such third party shall be responsible for the replacement of such tree. Following the expiration of such one (1) year period, the Association or the unit owners shall have the obligation to replace diseased, dead or dying street trees, as provided in the Master Deed and Blue Majestic and/or its assignee shall have no further obligations in connection therewith. The Township shall reduce Blue Majestic's security, on a pro rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that Blue Majestic retains with the Township security to cover the reasonable cost of inspection by the Township.

20. **Marketing Procedure.** In addition to the provisions of Section 3.3 of the PD Agreement, Blue Majestic may utilize one construction trailer for Majestic Lakes Estates until such time as construction within Majestic Lakes Estates has been completed.

21. **Rent Restrictions.** The Ypsilanti Township Board of Trustees, as part of its ongoing efforts to achieve the adopted policy goals of Neighborhood Stabilization and to find solutions to the long term housing crisis in relation to occupancy and physical condition of residential structures within the Township and furthermore to promote balance in Washtenaw County's housing market through policy and resource allocations including partnerships and collaborations throughout Washtenaw County with the overarching goal of promoting policies that create resiliency, promote equity and improve opportunity for households of all income levels throughout the County, do hereby make and restate the following "Findings of Fact" in support hereof.

(a) The Charter Township of Ypsilanti implemented a nuisance abatement program with regard to foreclosed property, which program is based upon the fact that Ypsilanti Township has experienced over 3,100 foreclosures between 2007 and 2015. The Township has 33% of foreclosures in Washtenaw County, but constitute 15% of the county's households and population; that as a result of these foreclosures, the average SEV of residential properties decreased 37% from 85,550.00 to 52,526.00; that many foreclosed properties became rental properties and the increase in rental properties demonstrates a corresponding increase in crimes and calls for police services.

(b) Due to the unprecedented number of residential foreclosures between 2007 and 2015, Ypsilanti Township enacted Ordinance No. 2015-450 regarding vacant property registration and regulation in response to the disproportionate number of foreclosed properties in the Township. The implementation of this nuisance abatement program in conjunction with the

vacant property ordinance has resulted in increased demand for legal services and staff resources for the filing of nuisance abatement civil actions in the Washtenaw County Circuit Court.

(c) During this most severe housing crisis not seen since the “Great Depression,” the Washtenaw County Office of Community and Economic Development undertook an analysis of housing market conditions throughout the County, which included support from the United States Department of Housing and Urban Development (“**HUD**”). This analysis resulted in a comprehensive report entitled “Housing Affordability and Economic Equity - Analysis”, which report was published in January, 2015. The Township Board adopted this report by passage of Resolution 2015-4 on March 3, 2015. This study found *inter alia* that Ypsilanti Township is experiencing “vastly disproportionate numbers of subsidized housing units” in the Township (p. 5); that the Township “is at risk of entering a point of no return in its downward spiral, as the domino effect of foreclosures roots ever more deeply” (p. 5); that the Township “cannot remain the de facto affordable housing policy for Ann Arbor and Pittsfield; that “continuation of this default way of operating will ensure further decline in property values and fiscal stability” (p. 38); and that the Township “must find partners to intervene in the destabilizing cycle of foreclosure, disinvestment, abandonment, flipping and distress.” (p. 38).

(d) During the aforementioned time period, the City of Ann Arbor Housing Commission released a study in 2012 which examined the Housing Choice Voucher Program (Section 8), which report concluded that Ypsilanti Township had 547 housing vouchers; that the 547 vouchers constitute 40% of all voucher participants in Washtenaw County while the Township comprises 15% of the county population; that the percentage of the county population using vouchers in the Township is 2.8 times higher than the County as a whole and 4.4 times higher than the City of Ann Arbor.

Blue Majestic agrees to impose certain restrictions on the rental of homes within Majestic Lakes Estates in order to promote and preserve the owner occupied character of such neighborhood. At the same time, the parties recognize that a home owner may need to lease his or her home due to various circumstances, such as a job transfer, relocation, the loss of a job or for health or other reasons. Thus, based upon the foregoing, Majestic Lakes Estates shall be subject to the following restrictions:

(a) A single family home within Majestic Lakes Estates shall not be purchased for the purpose of leasing the home to other persons. A home within Majestic Lakes Estates shall only be sold to persons who intend to occupy such home as their personal residence.

(b) If a home owner whose home qualifies as the home owner’s principal residence under the Michigan General Property Tax Act, Act 206 of 1893, as amended, vacates his or her home, such home owner will be permitted to lease his or her home to other persons during the period such home owner continues to hold title to the home, If such home owner thereafter conveys or otherwise transfers title to the home, any lease then in effect shall automatically terminate and, subject to subparagraph (c) below, the tenant(s) shall be required to immediately vacate the home, unless such tenant is the purchaser of the home.

(c) A home owner who is permitted to lease his or her home pursuant to subparagraph (b) above, may lease the home for a period not to exceed three (3) years, regardless of whether the home owner continues to own the home beyond such three (3) year period. However, upon the request of the home owner to the Association Board of Directors, the Board of Directors may, upon a showing of good cause, grant a “one time only” extension which extension may be for any number of months with a maximum of 24 months and shall not, under any circumstances, exceed two (2) additional years to lease the home.

(d) For purposes of the foregoing restrictions, the grant of a mortgage by a home owner shall not constitute a transfer of the home owner’s title to the home. Notwithstanding anything to the contrary contained herein, a mortgagee that obtains possession of a home by foreclosure, receivership or deed in lieu of foreclosure, shall also be permitted to lease the home to other persons during the period such mortgagee (or any affiliated entity formed by the mortgagee to hold title to the mortgagee’s foreclosed properties) holds title to the home.

(e) The rental rates for homes permitted to be leased under this Section shall be consistent with the overall rental market of similarly sized rental properties within the Township, and to the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of homes shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.

(f) Except as provided above in this Section, the leasing of homes within Majestic Lakes Estates shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association.

(g) The leasing of homes shall otherwise be subject to all applicable ordinances of the Township pertaining to the leasing of single family residential properties, including ordinances pertaining to licensing and inspections.

(h) All leases or rental agreements that are permitted under this Section shall incorporate the foregoing provisions.

(i) The foregoing restrictions shall be contained in the Master Deed. The Master Deed shall also contain provisions, approved by the Township, giving the Township the authority to enforce the foregoing restrictions and prohibiting the amendment of such restrictions without the prior consent of the Township. In addition, the Master Deed may contain such additional restrictions relating to the leasing of condominium units, as determined by Blue Majestic.

22. **Surety and Escrows for Infrastructure Improvements.** Blue Majestic shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements within such portion of Majestic Lakes Estates, including, mass grading, underground and site improvements such as, but not limited to, water mains, water lead relocations and abandonments, sanitary sewers, sanitary lead relocations and abandonments, WCWRC storm sewers, parking lot

lights, curb replacements, street paving, retention ponds and any other site improvements required by the Township. With respect to any portion of the remainder of Majestic Lakes Estates for which Blue Majestic has requested and has been approved for building permits, Blue Majestic shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements within such portion of Majestic Lakes Estates, including, mass grading, underground and site improvements such as, but not limited to, water mains, water lead relocations and abandonments, sanitary sewers, sanitary lead relocations and abandonments, WCWRC storm sewers, parking lot lights, curb replacements, street paving, retention ponds and any other site improvements required by the Township.

Blue Majestic may satisfy the foregoing surety or escrow requirements in all or in part by the posting of such surety or escrows for such improvements with other governmental entities (e.g. the WCRC, the WCWRC, YCUA, etc.) and to the extent any of the foregoing governmental entities hold performance guaranties for any such improvements, Blue Majestic shall be deemed to have satisfied its performance guaranty obligations for such improvements under this Agreement. Blue Majestic shall deliver to the Township Treasurer's office copies of all such surety or escrow agreements with other governmental entities. The surety amount required by the Township may be reduced incrementally as improvements within such portions of Majestic Lakes Estates are accepted and approved and the Township agrees that, at Blue Majestic's request, and upon approval from the appropriate inspecting agency, sureties held by the Township will be released to Blue Majestic for completed portions of Majestic Lakes Estates. The Township will use its good faith commercially reasonable efforts to release such funds to Blue Majestic within thirty (30) days from the Township's receipt of a written request for payment from Blue Majestic, and in any event, such funds shall be released by the Township to Blue Majestic within forty-five (45) days from the Township's receipt of a written request for payment from Blue Majestic.

23. **Construction Access.** Blue Majestic shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from its construction site, including placing brine on the roads when requested by the Township, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, if applicable, the expense of which shall be borne exclusively by Blue Majestic.

24. **Engineering Plans and Certification.**

(a) With respect to each phase of Majestic Lakes Estates that is developed, Blue Majestic shall furnish a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within such phase, per the "as built" plans, have been constructed in accordance with this Agreement, and the approved PD Stage II Final Site Plan and engineering plans for Majestic Lakes Estates.

(b) Following the completion of each development phase of Majestic Lakes Estates, Blue Majestic shall furnish "as built" engineering plans (3 hard copies, digital pdf), reviewed and approved by the Township Engineer, showing all site improvements installed



within such phase per Township specifications. All inspections for water and sewer (sanitary and storm) installations within Majestic Lakes Estates are to be performed by Township and YCUA engineering inspectors, with applicable fees.

(c) Blue Majestic shall furnish a "project engineer's certificate" for each phase of Majestic Lakes Estates being developed by Blue Majestic, indicating that all soil erosion and sedimentation measures for such phase have been complied with, according Chapter 24, Article VI of the Township Municipal Code and part 91 of Act 451 of the Public Acts of 1994.

25. **Underground Utilities.** To the extent not previously installed, Blue Majestic shall cause to be installed underground within Majestic Lakes Estates, all electric, telephone and other communication systems, in accordance with the requirements of the applicable utility company. Blue Majestic shall dedicate all easements necessary for the installation and maintenance of such utilities to the extent such easements were not previously established.

26. **Removal of Construction Debris.** Blue Majestic shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements within Majestic Lakes Estates and within two weeks of completion or abandonment of construction of each development phase. Blue Majestic shall provide temporary containment units for the storage of debris and discarded building material until such time that the materials are scheduled to be removed. No burning of discarded construction material shall be allowed.

27. **Vested Project; Successor Developer.** Majestic Lakes Estates shall be deemed fully "vested." Beginning on the date of this Agreement, subsequent owners of the entire Estates Parcel agree to assume Blue Majestic's rights and obligations with respect to the Estates Parcel under the PD Agreement, the First Amendment, the Amended PD Stage I Preliminary Site Plan; and thereafter, Blue Majestic shall have no further obligations or liability in connection therewith. The Township confirms, as of the date of this Agreement, that there are no violations of the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration or any of any applicable law, including the Township Ordinance, relating to the Estates Parcel.

28. **Blue Majestic agrees:**

(a) To prepare and submit to the Township for approval detailed plans and specifications prepared by a registered professional engineer for construction of on-site improvements, according to "Engineering Design Specifications for On-Site Improvements" adopted by the Township and the Ypsilanti Community Utility Authority ("YCUA") (which plans and specifications have been submitted as identified on Exhibit B attached hereto) with the understanding that no work on said improvements shall be commenced except in compliance with the Township Zoning Ordinance until such plans and specifications have been approved by the Township Planner and Township Engineer and which engineering plans have been so approved June 8, 2017 (subject to satisfaction of the conditions set forth in the Township Engineer letter of approval dated June 8, 2017) and to provide such other information to the

Township Departments as set forth in the Township Engineer letter of approval dated June 8, 2017.

(b) To install required lot grading and soil erosion and sedimentation control improvements and to provide drainage for storm water from the Estates Parcel in accordance with applicable standards so that storm water will not flow from the Estates Parcel on to any adjacent property in such amounts that do not exceed the amounts from the undeveloped condition.

(c) To remove all discarded building material and rubbish from the Estates Parcel at least once every two weeks during construction of improvements and within one month after completion or abandonment of construction. Blue Majestic further agree that no burning shall be allowed on the site unless an exception is granted by the Ypsilanti Township Board of Trustees and the Township Fire Department.

(d) To provide a “plan for signs” and installation of street name signs according to Washtenaw County Road Commission specifications upon or following commencement of construction (but in any event, to be approved and installed prior to issuance of a final certificate of occupancy) and to install such temporary warning signs and temporary road name signs during the construction period as are appropriate to protect the health, safety and welfare of the public, in accordance with applicable requirements.

(e) Notwithstanding anything to the contrary set forth herein, the following understandings have been reached between the Township and the Blue Majestic as a part of Blue Majestic's preliminary site plan approval and are hereby reaffirmed and incorporated in this Agreement:

(i) Blue Majestic's Landscape Architectural Plans shall include appropriate berming and planting in accordance with the approved site plan.

(ii) Blue Majestic shall endeavor to cooperate with the Township Solid Waste Committee on future recycling activities.

(iii) Blue Majestic shall paint fire hydrants “Rustoleum School Bus Yellow” in accordance with Township Fire Departments standards.

**The Township Hereby Agrees:**

(a) To accept appropriate easements for public water mains and sanitary sewers.

(b) To provide timely and reasonable Township inspections as may be required during construction.

29. **Miscellaneous.**

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

(b) **Headings; Construction.** The various headings of this Agreement are included for convenience only and shall 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 shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa. Capitalized words or phrases not otherwise defined herein shall be construed to be consistent with those words or phrases as used in the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration. Except as specifically identified herein or as related to the Conditions of PD Stage II Final Site Plan Approval for Majestic Lakes Estates contained in paragraph 5 of this Agreement, this Agreement is intended to reflect and reiterate the obligations of the owner of Majestic Lakes Estates and of the Township as referenced in the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration and is not intended to materially modify such obligations.

(c) **Partial Validity; Severability.** If any term or provision of this Agreement or its application to any person or circumstance shall, 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, shall not be affected, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(d) **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors in interest and assigns, and no third party is intended to, or shall have, any rights hereunder.

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

(f) **Inspections.** In consideration of the above undertakings, the Township shall provide timely and reasonable Township inspections as may be required during construction of Majestic Lakes Estates.

(g) **Recordation of Agreement.** The Blue Majestic shall record this Agreement with the Washtenaw County Register of Deeds and further provide a recorded copy to the Township Clerks Office.

(h) **Effect of Agreement.** Except as modified by this Agreement and the PD Stage II Final Site Plan for Majestic Lakes Estates, the terms and provisions of the PD Agreement and the First Amendment shall continue in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of this Agreement and any other agreement or applicable document, including the PD Stage II Final Site Plan for Majestic Lakes Estates, and the provisions of the Zoning Ordinance or any other Township ordinances, rules, regulations or any amendments thereto, the provisions of this Agreement and the PD Stage II Final Site Plan for Majestic Lakes Estates shall control and variances shall not be required.

(j) **Effective Date.** The Effective Date of this Amendment shall be the last date on which both Blue Majestic and the Township sign this Amendment.

(k) **Obligations of Successor Developers.** This Agreement is not intended to create contractual rights for third parties. It may be enforced, amended or rescinded only by a writing executed by both parties or their successors-in-interest. The obligation of Blue Majestic contained herein shall be binding on successors and assigns in ownership of The Estates Parcel and shall run with the land. Blue Majestic is no longer responsible for obligations under this Agreement: (i) upon assignment of this Agreement, including a partial assignment of this Agreement with respect to a portion of the Estates Parcel; or (ii) upon the sale of the Estates Parcel, or a portion thereof, to a third party, with respect to the portion sold.

**Signatures and acknowledgments by the parties and approval by  
counsel for the parties appear on following pages**



**Township:**

Charter Township of Ypsilanti, a Michigan  
Municipal corporation

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

Brenda L. Stumbo

Its: Supervisor

Charter Township of Ypsilanti, a Michigan  
Municipal corporation

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

Karen Lovejoy Roe

Its: Clerk

STATE OF MICHIGAN            )  
  )SS  
COUNTY OF WASHTENAW    )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, the foregoing instrument was acknowledged before me by Brenda L. Stumbo, Supervisor, and Karen Lovejoy Roe, Clerk, of Charter Township of Ypsilanti, a Michigan Municipal corporation on behalf of the corporation.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public \_\_\_\_\_ County, MI  
Acting in the County of \_\_\_\_\_, State of Michigan  
My Commission expires: \_\_\_\_\_

DRAFTED JOINTLY BY BLUE MAJESTIC AND THE TOWNSHP:

WHEN RECORDED RETURN TO:

Wm. Douglas Winters  
McLain & Winters  
61 N. Huron St.  
Ypsilanti, MI 48197

Mark S. Cohn  
Seyburn Kahn  
2000 Town Center, Ste 1500  
Southfield, MI 48075

**EXHIBIT A**

**LEGAL DESCRIPTION**

DESCRIPTION OF A 18.42 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH); THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 211.42 FEET FOR A PLACE OF BEGINNING; THENCE 167.10 FEET ALONG THE ARC OF A 333.00 RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING N51°58'13"E 165.36 FEET; THENCE N33°20'13"E 66.02 FEET; THENCE N31°55'16"E 111.39 FEET; THENCE 18.64 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N34°37'54"E 18.63 FEET; THENCE S58°04'44"E 1018.01 FEET; THENCE S54°05'18"E 66.65 FEET; THENCE S39°14'51"E 112.56 FEET; THENCE S29°40'14"E 75.40 FEET; THENCE S21°59'29"E 75.40 FEET; THENCE S15°51'33"E 45.04 FEET; THENCE S00°34'23"W 219.13 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 26 (AS MONUMENTED); THENCE S01°15'20"E 0.86 FEET ALONG THE WEST LINE OF FRANK H. CLARK SUBDIVISION, AS RECORDED IN LIBER 10 OF PLATS, PAGE 11, WASHTENAW COUNTY RECORDS; THENCE S89°45'51"W 1391.26 FEET ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE THE FOLLOWING TWELVE (12) COURSES ALONG LAKEWOOD ESTATES CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, ACCORDING TO THE MASTER DEED, AS RECORDED IN LIBER 4627, PAGE 76, WASHTENAW COUNTY RECORDS: N87°42'03"E 39.61 FEET, N81°43'56"E 75.75 FEET, N73°52'38"E 75.75 FEET, N66°01'20"E 75.75 FEET; N58°10'03"E 75.75 FEET, N50°18'45"E 75.75 FEET, N42°27'28"E 75.75 FEET, N34°50'38"E 72.22 FEET, N31°55'16"E 60.00 FEET, N58°04'44"W 140.00 FEET, N31°55'16"E 54.59 FEET, AND N41°40'00"W 485.97 FEET TO THE PLACE OF BEGINNING; BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 18.42 ACRES OF LAND, MORE OR LESS.

**EXHIBIT B**  
**MAJESTIC LAKES**  
 Planned Development Stage II Plans  
 Atwell, LLC - Job #14000914

**SITE PLANS**

<b>Sheet Number</b>	<b>Sheet Title</b>	<b>Last Revised Date</b>
01	Cover	August 10, 2017
02	Aerial Photo	August 10, 2017
03	Existing Conditions	August 10, 2017
04	Overall Layout Plan	August 10, 2017
05	Detailed Layout Plan	August 10, 2017
06	Detailed Layout Plan	August 10, 2017
07	Detailed Layout Plan	August 10, 2017
08	Detailed Layout Plan	August 10, 2017
09	Utility Plan	August 10, 2017
10	Utility Plan	August 10, 2017
11	Utility Plan	August 10, 2017
12	Utility Plan	August 10, 2017
13	Open Space Plan	August 10, 2017
14	Open Space Plan	August 10, 2017

**LANDSCAPE PLANS**

<b>Sheet Number</b>	<b>Sheet Title</b>	<b>Last Revised Date</b>
L-1	Landscape Plan	August 10, 2017
L-2	Landscape Plan	August 10, 2017
L-3	Forebay Landscape Plans	August 10, 2017
L-4	Landscape Specifications & Details	August 10, 2017

**ENGINEERING PLANS**

<b>Sheet Number</b>	<b>Sheet Title</b>	<b>Last Revised Date</b>
1-60	-----	July 31, 2017



**PD STAGE II DEVELOPMENT AGREEMENT**  
**MAJESTIC LAKES PLANNED DEVELOPMENT**  
**THE PONDS AT MAJESTIC LAKES**

This PD Stage II Development Agreement ("**Agreement**") is entered into as the Effective Date provided below by **Blue Majestic LLC**, a Michigan limited liability company, whose address is 32400 Telegraph Road, Suite 200A, Bingham Farms, Michigan 48025, including its successors and assigns ("**Blue Majestic**"), and the **Charter Township of Ypsilanti**, a Michigan municipal corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the "**Township**").

**RECITALS:**

A. Blue Majestic and the Township entered into the Lakewood Planned Development Agreement, dated April 8, 2013, and recorded in Liber 5215, Page 442, Washtenaw County Records (the "**PD Agreement**"), with respect to certain real property which is described therein (the "**Planned Development**").

B. The PD Agreement was amended pursuant to the First Amendment to Lakewood Planned Development Agreement, dated September 15, 2015, and recorded in Liber 5220, Page 576, Washtenaw County Records (the "**First Amendment**"). Capitalized terms used, but not defined, in this Agreement shall have the meanings given to such terms in the PD Agreement and First Amendment.

C. In addition to the PD Agreement and First Amendment, the Planned Development is subject to the Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions, dated May 18, 2007, and recorded in Liber 4627, Page 74 Washtenaw County Records, as amended ("**Declaration**").

D. Pursuant to the PD Agreement and First Amendment, Blue Majestic submitted to the Township an application for PD Stage I Preliminary Site Plan Approval, together with a copy of an amended PD Stage I Preliminary Site Plan (the "**Amended PD Stage I Preliminary Site Plan**"). The Township Board approved the Amended PD Stage I Preliminary Site Plan.

E. Pursuant to the Amended PD Stage I Preliminary Site Plan and First Amendment, the portion of the Planned Development which is described on **Exhibit A** attached hereto has

been approved for the development of single-family residential site condominium project to be known as The Ponds at Majestic Lakes (the "**Ponds Parcel**").

F. Blue Majestic has submitted a PD Stage II Final Site Plan for the development of the Ponds Parcel (the "**PD Stage II Final Site Plan**"). The Township Planning Commission forwarded to the Township Board its recommendations regarding the PD Stage II Final Site Plan and on \_\_\_\_\_, the Township Board reviewed and approved the PD Stage II Final Site Plan, subject to the conditions which are set forth in this Agreement.

G. Pursuant to Article XIX, Section 1919(2) of the Township's Zoning Ordinance, Blue Majestic and the Township desire to enter into this Agreement to identify the terms and conditions for the development of the Ponds Parcel, which constitute the basis for the Township Board's approval of the PD Stage II Final Site Plan for The Ponds at Majestic Lakes.

H. The PD Stage II Final Site Plan for The Ponds at Majestic Lakes is consistent with the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, and Article XIX of the Township's Zoning Ordinance pertaining to the use and development of a planned development.

NOW THEREFORE, in consideration of the parties' promises, duties and covenants described in this Agreement, the parties agree as follows:

1. **Recitals Part of Amendment.** Blue Majestic and the Township acknowledge and represent that the Recitals are true, accurate and binding on the respective parties and are an integral part of this Amendment.

2. **Name of Planned Development Project.** The portion of the Majestic Lakes Planned Development which is identified on **Exhibit A**, and which is to be developed pursuant to this Agreement shall be referred to as either "**The Ponds at Majestic Lakes**" or the "**Ponds Parcel**."

3. **Approval of PD Stage II Final Site Plan.** The PD Stage II Final Site Plan for The Ponds at Majestic Lakes consists of those plans identified on **Exhibit B** hereto. The PD Stage II Final Site Plan for The Ponds at Majestic Lakes has been approved in accordance with the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, in accordance with Ordinance No. 74, [99-200] the Zoning Ordinance of Ypsilanti Township, enacted in 1994 [1999], as amended, and specifically Article XIX entitled PD Planned Development Regulations, and in compliance with Act 288, Public Acts of 1967, as amended, the Land Division Act. The parties acknowledge that the PD Stage II Final Site Plan for The Ponds at Majestic Lakes do not modify the obligations of others under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration, or any PD Stage II final site plan that has been or will be approved for other phases of the Majestic Lakes Planned Development, relating to land or uses which are not within The Ponds at Majestic Lakes.

4. **Permitted Residential Development.** The Ponds at Majestic Lakes shall be developed, owned and operated as a single family residential project in accordance with the PD Stage II Final Site Plan for The Ponds at Majestic Lakes and this Agreement.

5. **Conditions of PD Stage II Final Site Plan Approval for The Ponds at Majestic Lakes.**

- Applicant shall comply with the photometric plans approved by the Township.
- As the Township has a no phosphorus ordinance, any notation of utilizing phosphorus within the landscape plans shall be deleted.
- The exterior materials shall include the materials shown on the elevations for The Ponds at Majestic Lakes which are approved by the Township and pursuant to and as allowed by Section 1909 of the Zoning Ordinance.
- *[Additional Conditions, if any]*

6. **Phased Development.** The Ponds at Majestic Lakes may be developed in phases in accordance with the PD Stage II Final Site Plan for The Ponds at Majestic Lakes, this Agreement, the PD Agreement and the First Amendment. Each phase shall include the associated infrastructure necessary to serve such phase. Subject to the foregoing, Blue Majestic shall have the right to determine the sequencing of such phases and more than one phase may be developed at the same time.

7. **Plans and Elevations.** As of the date of this Agreement, a builder has not been selected by Blue Majestic for The Ponds at Majestic Lakes. Prior to obtaining building permits for the construction of homes within The Ponds at Majestic Lakes, Blue Majestic or its designated builder shall submit plans and elevations to the Township Board for its approval, which approval shall not be unreasonably withheld if such plans and elevations are consistent with the plans and elevations that have been approved by the Township for other portions of the Planned Development.

8. **Open Space Areas.** The Ponds at Majestic Lakes shall be entitled to the benefits of, and be subject to the obligations under the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment and the Declaration, including the right of residents within The Ponds at Majestic Lakes to use the open areas as referenced therein and the obligation of the owners of units within The Ponds at Majestic Lakes to contribute to the costs of operating the Lakewood Association.

9. **Master Deed and Bylaws.** Blue Majestic shall submit to the Township for its review and approval the master deed and bylaws for The Ponds at Majestic Lakes, which approval shall not be unreasonably withheld, conditioned or delayed (“**Master Deed**”). Following the Township’s approval of such Master Deed, Blue Majestic shall record such Master Deed with the Washtenaw County Register of Deeds.

10. **Formation of Condominium Association.** Blue Majestic shall form an association to administer the condominium established pursuant to the Master Deed (“**Association**”). The Association shall be responsible for maintaining the general common element areas of the condominium for the common use and benefit of all residents and owners of units within the condominium. Every owner of a unit in the condominium shall be a member of the Association. All membership rights and obligations shall be appurtenant to and may not be separated from the ownership of any unit. During the period that Blue Majestic is entitled to appoint the directors of the Association, Blue Majestic shall notify the Township Clerk and Community Watch Specialist of the names and addresses of each Director of the Association within seven (7) days of their appointment by Blue Majestic. The Association shall establish and levy assessments against the units within the condominium for the purpose of performing the Association’s maintenance and repair obligations with respect to any general common elements within the condominium and for other proper purposes of the Association. The Association’s assessment rights and the unit owner’s assessment obligations shall be more fully set forth in the Master Deed.

11. **Storm Water Management.** No part of the storm water detention areas within the Ponds Parcel shall be allowed to remain unkempt. All grass and growth shall be maintained and cut in accordance with Township ordinances. The inlets and outlets shall be kept functioning.

Without abrogating or limiting Blue Majestic’s continuing responsibility to maintain the detention areas during the period of construction, unless the Lakewood Association has such obligation, Blue Majestic shall cause the Association to assume responsibility to preserve, retain, maintain and keep operational any detention areas, inlet and outlet areas, etc., whether arising under this Agreement or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from the date of certification by the Township engineer that he has inspected the required improvements and is reasonably satisfied they are proper and complete. Upon the completion of the storm water and detention facilities within the condominium and the approval of such storm drainage and detention facilities by the Washtenaw County Water Resources Commission, the Association shall be responsible for the maintenance of such storm drainage and detention facilities and Blue Majestic shall have no further maintenance obligations in connection therewith.

In the event Blue Majestic and/or the Association at any time fail to maintain or preserve the detention areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township or the Washtenaw County Water Resources Commissioner’s Office may serve written notice by certified mail upon Blue Majestic and the Association, as applicable, setting forth the deficiencies in Blue Majestic’s or the Association’s maintenance and/or preservation of the detention areas, inlet and outlet areas, etc., in accordance with this Agreement. The written notice shall include a demand that deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice are not cured within the thirty (30) day period, the Township, in order to prevent the detention areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the detention areas, inlet and outlet areas, etc., and perform the required maintenance

and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a ten (10%) percent surcharge for administrative costs, shall be assessed equally against each unit within the condominium, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

This obligation and financial responsibility to maintain or preserve the detention areas, the inlet, and outlet areas and the Township's right to enforce this obligation against Blue Majestic and/or the Association and/or the unit owners in the condominium shall be set forth in the Master Deed.

12. **Applicable Yard Setbacks.** The PD Stage II Final Site Plan for The Ponds at Majestic Lakes identifies the width and size of each unit within The Ponds at Majestic Lakes and the approved front yard, rear yard and side yard setbacks for each unit within The Ponds at Majestic Lakes. No exterior wall of a principal residence shall be erected or placed other than within the confines of the approved building area without the consent of the Township. Minor variances to the foregoing setback and yard requirements may be administratively approved by the Township's Office of Community Standards, without the necessity of amending this Agreement.

13. **Development Review.** The PD Stage II Final Site Plan for The Ponds at Majestic Lakes and detailed construction plans for The Ponds at Majestic Lakes, and the dwellings to be built within The Ponds at Majestic Lakes, shall not be subject to any enactments or amendments to the Township Zoning Ordinance, the Township Site Condominium Ordinance, or any other Township ordinances, rules and regulations which affect the development of The Ponds at Majestic Lakes or the architectural standards governing construction in The Ponds at Majestic Lakes that become effective after the date of the approval of the PD Stage II Final Site Plan for The Ponds at Majestic Lakes.

14. **Roads.** The internal roads within The Ponds at Majestic Lakes shall be private. The Township and the Washtenaw County Road Commission shall have no obligation to maintain, repair or replace the roads within The Ponds at Majestic Lakes. Blue Majestic shall provide the Township with an annual maintenance schedule for all interior roads for the anticipated life of the paved surface. All interior roads shall be constructed to the applicable standards of the Washtenaw County Road Commission as outlined within the engineering plans which have been approved by the Township. Blue Majestic shall supply the Township with a reasonable escrow deposit to be determined by the Township Engineer in order to provide inspection services during the placement of pavement. Spot inspections shall be completed by the Township Engineer prior to the placement of any pavement course. The escrow deposit shall be released after the placement of the pavement meets the applicable standards of the Washtenaw County Road Commission as outlined within the engineering plans which have been approved by the Township.

15. **Interior Sidewalks.** Interior sidewalks shall be installed within The Ponds at Majestic Lakes in accordance with Section 2.15 of the PD Agreement.

16. **Public Water and Sewer.** The Ponds at Majestic Lakes shall be developed with public sanitary sewers as approved by the YCUA and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations, and shall be developed with public water mains as approved by YCUA and the Michigan Department of Public Health, and subject to applicable laws and regulations. All standard connection, inspection, costs and fees imposed from and after the date of this Agreement by the Township with respect to the issuance of building permits in The Ponds at Majestic Lakes, including but not limited to engineering inspections, water tap fees and sewer tap fees, shall be paid by Blue Majestic, or its successors or assigns, except for the portion previously paid for such connections, including but not limited to those as shown in the YCUA Estimate of Costs - Application for Services, dated August 1, 2006, and the accompanying receipt, dated August 17, 2006. To the extent not previously done by the Original Developer or Blue Majestic, Blue Majestic shall dedicate all necessary easements to the Township for the maintenance, repair and replacement of the public water and sanitary sewer lines within The Ponds at Majestic Lakes.

17. **Street Lighting.** To the extent not previously done so by the Original Developer, Blue Majestic shall petition the Township for the creation and establishment of a Special Assessment District for the purpose of defraying the costs of the annual maintenance and operation of street lighting by special assessments against all of the units in The Ponds at Majestic Lakes. The creation and establishment of the special assessment district for the purpose of street lighting shall be finalized for the portion of The Ponds at Majestic Lakes for which building permits are requested prior to the issuance of certificates of occupancy within such portion of The Ponds at Majestic Lakes. Upon the creation and establishment of the special assessment district for purposes of street lighting, Blue Majestic shall install within each special assessment district for which Blue Majestic has requested and has been approved for the issuance of building permits, street lighting which meets or exceeds the minimum residential street lighting standards of the DTE Energy and such installation shall be completed prior to the issuance of certificates of occupancy in such portion of the Planned Development.

18. **Security Cameras.** Security cameras shall be installed at the two entranceways on Tuttle Hill Road, and the one entranceway to the Planned Development on Textile Road. The security cameras shall meet the specifications established by the Township. Such cameras shall be monitored by the Township's Department of Public Safety. Blue Majestic shall petition the Township to create a special assessment district ("Security Camera SAD") for the purpose of defraying the Township's cost of maintaining and repairing the security cameras. The Security Camera SAD shall be based on the relative number of units within such The Ponds at Majestic Lakes in relation to the total number of units that are contained in the Planned Development. Provided that Blue Majestic has cooperated in the creation and establishment of the Security Camera SAD, the Township shall not withhold or delay issuance of certificates of occupancy for homes within The Ponds at Majestic Lakes.

19. **Street Trees within The Ponds at Majestic Lakes.** Blue Majestic shall install or cause to be installed trees within the street right-of-way line for each portion of The Ponds at Majestic Lakes for which Blue Majestic has requested and has been approved for the issuance of building permits in accordance with the approved Final Landscape Plan with respect to The Ponds at Majestic Lakes and any amendments thereto approved by the Township. Where

necessary or advisable due to site conditions, sight requirements of the WCRC, the location of public or private utilities or similar factors, such street tree installation may deviate from the Final Landscape Plan, provided that the Plan's average separation is maintained throughout The Ponds at Majestic Lakes. To secure such obligation for any portion of The Ponds at Majestic Lakes for which Blue Majestic has requested and has been approved for the issuance of building permits, Blue Majestic shall post with the Township security, plus a 10% inspection fee, for such street tree installation in the form an irrevocable bank letter of credit or check to the Township in an amount reasonably determined by the Township necessary to secure the installation of street trees within such portions of The Ponds at Majestic Lakes. Blue Majestic may contractually assign these street tree installation obligations to a third party, including residential builders, provided Blue Majestic remains directly liable for the installation of street trees in the applicable portions of The Ponds at Majestic Lakes. However, Blue Majestic may be relieved of these street tree installation obligations for a particular unit and Blue Majestic's security obligation shall be reduced pro-rata if a third party replaces Blue Majestic's security with its own security. Blue Majestic shall be responsible for replacing any street tree on a particular unit which is determined by the Township's inspector within one (1) year after such street tree's installation to be diseased, dead or dying; provided that, if a third party has posted the security for the installation of the applicable street tree, such third party shall be responsible for the replacement of such tree. Following the expiration of such one (1) year period, the Association or the unit owners shall have the obligation to replace diseased, dead or dying street trees, as provided in the Master Deed and Blue Majestic and/or its assignee shall have no further obligations in connection therewith. The Township shall reduce Blue Majestic's security, on a pro rata basis, for each installed street tree one (1) year after the installation of such street tree, provided that Blue Majestic retains with the Township security to cover the reasonable cost of inspection by the Township.

20. **Marketing Procedure.** In addition to the provisions of Section 3.3 of the PD Agreement, Blue Majestic may utilize one construction trailer for The Ponds at Majestic Lakes until such time as construction within The Ponds at Majestic Lakes has been completed.

21. **Rent Restrictions.** The Ypsilanti Township Board of Trustees, as part of its ongoing efforts to achieve the adopted policy goals of Neighborhood Stabilization and to find solutions to the long term housing crisis in relation to occupancy and physical condition of residential structures within the Township and furthermore to promote balance in Washtenaw County's housing market through policy and resource allocations including partnerships and collaborations throughout Washtenaw County with the overarching goal of promoting policies that create resiliency, promote equity and improve opportunity for households of all income levels throughout the County, do hereby make and restate the following "Findings of Fact" in support hereof.

(a) The Charter Township of Ypsilanti implemented a nuisance abatement program with regard to foreclosed property, which program is based upon the fact that Ypsilanti Township has experienced over 3,100 foreclosures between 2007 and 2015. The Township has 33% of foreclosures in Washtenaw County, but constitute 15% of the county's households and population; that as a result of these foreclosures, the average SEV of residential properties decreased 37% from 85,550.00 to 52,526.00; that many foreclosed properties became rental

properties and the increase in rental properties demonstrates a corresponding increase in crimes and calls for police services.

(b) Due to the unprecedented number of residential foreclosures between 2007 and 2015, Ypsilanti Township enacted Ordinance No. 2015-450 regarding vacant property registration and regulation in response to the disproportionate number of foreclosed properties in the Township. The implementation of this nuisance abatement program in conjunction with the vacant property ordinance has resulted in increased demand for legal services and staff resources for the filing of nuisance abatement civil actions in the Washtenaw County Circuit Court.

(c) During this most severe housing crisis not seen since the “Great Depression,” the Washtenaw County Office of Community and Economic Development undertook an analysis of housing market conditions throughout the County, which included support from the United States Department of Housing and Urban Development (“**HUD**”). This analysis resulted in a comprehensive report entitled “Housing Affordability and Economic Equity - Analysis”, which report was published in January, 2015. The Township Board adopted this report by passage of Resolution 2015-4 on March 3, 2015. This study found *inter alia* that Ypsilanti Township is experiencing “vastly disproportionate numbers of subsidized housing units” in the Township (p. 5); that the Township “is at risk of entering a point of no return in its downward spiral, as the domino effect of foreclosures roots ever more deeply” (p. 5); that the Township “cannot remain the de facto affordable housing policy for Ann Arbor and Pittsfield; that “continuation of this default way of operating will ensure further decline in property values and fiscal stability” (p. 38); and that the Township “must find partners to intervene in the destabilizing cycle of foreclosure, disinvestment, abandonment, flipping and distress.” (p. 38).

(d) During the aforementioned time period, the City of Ann Arbor Housing Commission released a study in 2012 which examined the Housing Choice Voucher Program (Section 8), which report concluded that Ypsilanti Township had 547 housing vouchers; that the 547 vouchers constitute 40% of all voucher participants in Washtenaw County while the Township comprises 15% of the county population; that the percentage of the county population using vouchers in the Township is 2.8 times higher than the County as a whole and 4.4 times higher than the City of Ann Arbor.

Blue Majestic agrees to impose certain restrictions on the rental of homes within The Ponds at Majestic Lakes in order to promote and preserve the owner occupied character of such neighborhood. At the same time, the parties recognize that a home owner may need to lease his or her home due to various circumstances, such as a job transfer, relocation, the loss of a job or for health or other reasons. Thus, based upon the foregoing, The Ponds at Majestic Lakes shall be subject to the following restrictions:

(a) A single family home within The Ponds at Majestic Lakes shall not be purchased for the purpose of leasing the home to other persons. A home within The Ponds at Majestic Lakes shall only be sold to persons who intend to occupy such home as their personal residence.



(b) If a home owner whose home qualifies as the home owner's principal residence under the Michigan General Property Tax Act, Act 206 of 1893, as amended, vacates his or her home, such home owner will be permitted to lease his or her home to other persons during the period such home owner continues to hold title to the home, If such home owner thereafter conveys or otherwise transfers title to the home, any lease then in effect shall automatically terminate and, subject to subparagraph (c) below, the tenant(s) shall be required to immediately vacate the home, unless such tenant is the purchaser of the home.

(c) A home owner who is permitted to lease his or her home pursuant to subparagraph (b) above, may lease the home for a period not to exceed three (3) years, regardless of whether the home owner continues to own the home beyond such three (3) year period. However, upon the request of the home owner to the Association Board of Directors, the Board of Directors may, upon a showing of good cause, grant a "one time only" extension which extension may be for any number of months with a maximum of 24 months and shall not, under any circumstances, exceed two (2) additional years to lease the home.

(d) For purposes of the foregoing restrictions, the grant of a mortgage by a home owner shall not constitute a transfer of the home owner's title to the home. Notwithstanding anything to the contrary contained herein, a mortgagee that obtains possession of a home by foreclosure, receivership or deed in lieu of foreclosure, shall also be permitted to lease the home to other persons during the period such mortgagee (or any affiliated entity formed by the mortgagee to hold title to the mortgagee's foreclosed properties) holds title to the home.

(e) The rental rates for homes permitted to be leased under this Section shall be consistent with the overall rental market of similarly sized rental properties within the Township, and to the extent permitted by federal, state and local law, including the laws adopted and enforced by the Township, the rental of homes shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.

(f) Except as provided above in this Section, the leasing of homes within The Ponds at Majestic Lakes shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association.

(g) The leasing of homes shall otherwise be subject to all applicable ordinances of the Township pertaining to the leasing of single family residential properties, including ordinances pertaining to licensing and inspections.

(h) All leases or rental agreements that are permitted under this Section shall incorporate the foregoing provisions.

(i) The foregoing restrictions shall be contained in the Master Deed. The Master Deed shall also contain provisions, approved by the Township, giving the Township the authority to enforce the foregoing restrictions and prohibiting the amendment of such restrictions without the prior consent of the Township. In addition, the Master Deed may contain such additional restrictions relating to the leasing of condominium units, as determined by Blue Majestic.

22. **Surety and Escrows for Infrastructure Improvements.** A portion of The Ponds at Majestic Lakes has been partially developed as provided in Section 2.2 of the PD Agreement. Blue Majestic shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements within such portion of The Ponds at Majestic Lakes, including, mass grading, underground and site improvements such as, but not limited to, water mains, water lead relocations and abandonments, sanitary sewers, sanitary lead relocations and abandonments, WCWRC storm sewers, parking lot lights, curb replacements, street paving, retention ponds and any other site improvements required by the Township. With respect to any portion of the remainder of The Ponds at Majestic Lakes for which Blue Majestic has requested and has been approved for building permits, Blue Majestic shall post with the Township or other governmental entity cash, escrow agreement, irrevocable letter of credit, or check payable to the Township in an amount which has been reasonably determined by the Township Engineer to cover the cost of completing any remaining site improvements within such portion of The Ponds at Majestic Lakes, including, mass grading, underground and site improvements such as, but not limited to, water mains, water lead relocations and abandonments, sanitary sewers, sanitary lead relocations and abandonments, WCWRC storm sewers, parking lot lights, curb replacements, street paving, retention ponds and any other site improvements required by the Township.

Blue Majestic may satisfy the foregoing surety or escrow requirements in all or in part by the posting of such surety or escrows for such improvements with other governmental entities (e.g. the WCRC, the WCWRC, YCUA, etc.) and to the extent any of the foregoing governmental entities hold performance guaranties for any such improvements, Blue Majestic shall be deemed to have satisfied its performance guaranty obligations for such improvements under this Agreement. Blue Majestic shall deliver to the Township Treasurer's office copies of all such surety or escrow agreements with other governmental entities. The surety amount required by the Township may be reduced incrementally as improvements within such portions of The Ponds at Majestic Lakes are accepted and approved and the Township agrees that, at Blue Majestic's request, and upon approval from the appropriate inspecting agency, sureties held by the Township will be released to Blue Majestic for completed portions of The Ponds at Majestic Lakes. The Township will use its good faith commercially reasonable efforts to release such funds to Blue Majestic within thirty (30) days from the Township's receipt of a written request for payment from Blue Majestic, and in any event, such funds shall be released by the Township to Blue Majestic within forty-five (45) days from the Township's receipt of a written request for payment from Blue Majestic.

23. **Construction Access.** Blue Majestic shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from its construction site, including placing brine on the roads when requested by the Township, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, if applicable, the expense of which shall be borne exclusively by Blue Majestic.

24. **Engineering Plans and Certification.**

(a) With respect to each phase of The Ponds at Majestic Lakes that is developed, Blue Majestic shall furnish a "project engineer's certificate," indicating that the water, sanitary sewer, storm sewer, and the storm water detention/retention facilities located within such phase, per the "as built" plans, have been constructed in accordance with this Agreement, and the approved PD Stage II Final Site Plan and engineering plans for The Ponds at Majestic Lakes.

(b) Following the completion of each development phase of The Ponds at Majestic Lakes, Blue Majestic shall furnish "as built" engineering plans (3 hard copies, digital pdf), reviewed and approved by the Township Engineer, showing all site improvements installed within such phase per Township specifications. All inspections for water and sewer (sanitary and storm) installations within The Ponds at Majestic Lakes are to be performed by Township and YCUA engineering inspectors, with applicable fees.

(c) Blue Majestic shall furnish a "project engineer's certificate" for each phase of The Ponds at Majestic Lakes being developed by Blue Majestic, indicating that all soil erosion and sedimentation measures for such phase have been complied with, according Chapter 24, Article VI of the Township Municipal Code and part 91 of Act 451 of the Public Acts of 1994.

25. **Underground Utilities.** To the extent not previously installed, Blue Majestic shall cause to be installed underground within The Ponds at Majestic Lakes, all electric, telephone and other communication systems, in accordance with the requirements of the applicable utility company. Blue Majestic shall dedicate all easements necessary for the installation and maintenance of such utilities to the extent such easements were not previously established.

26. **Removal of Construction Debris.** Blue Majestic shall remove all discarded building materials and rubbish at least once every two weeks during installation and construction of site improvements within The Ponds at Majestic Lakes and within two weeks of completion or abandonment of construction of each development phase. Blue Majestic shall provide temporary containment units for the storage of debris and discarded building material until such time that the materials are scheduled to be removed. No burning of discarded construction material shall be allowed.

27. **Vested Project; Successor Developer.** The Ponds at Majestic Lakes shall be deemed fully "vested." Beginning on the date of this Agreement, subsequent owners of the entire Ponds Parcel agree to assume Blue Majestic's rights and obligations with respect to the Ponds Parcel under the PD Agreement, the First Amendment, the Amended PD Stage I Preliminary Site Plan; and thereafter, Blue Majestic shall have no further obligations or liability in connection therewith. The Township confirms, as of the date of this Agreement, that there are no violations of the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, the Declaration or any of any applicable law, including the Township Ordinance, relating to the Ponds Parcel.

28. **Blue Majestic agrees:**

(a) To prepare and submit to the Township for approval detailed plans and specifications prepared by a registered professional engineer for construction of on-site improvements, according to “Engineering Design Specifications for On-Site Improvements” adopted by the Township and the Ypsilanti Community Utility Authority (“YCUA”) (which plans and specifications have been submitted as identified on Exhibit B attached hereto) with the understanding that no work on said improvements shall be commenced except in compliance with the Township Zoning Ordinance until such plans and specifications have been approved by the Township Planner and Township Engineer and which engineering plans have been so approved June 8, 2017 (subject to satisfaction of the conditions set forth in the Township Engineer letter of approval dated June 8, 2017) and to provide such other information to the Township Departments as set forth in the Township Engineer letter of approval dated June 8, 2017.

(b) To install required lot grading and soil erosion and sedimentation control improvements and to provide drainage for storm water from the Ponds Parcel in accordance with applicable standards so that storm water will not flow from the Ponds Parcel on to any adjacent property in such amounts that do not exceed the amounts from the undeveloped condition.

(c) To remove all discarded building material and rubbish from the Ponds Parcel at least once every two weeks during construction of improvements and within one month after completion or abandonment of construction. Blue Majestic further agree that no burning shall be allowed on the site unless an exception is granted by the Ypsilanti Township Board of Trustees and the Township Fire Department.

(d) To provide a “plan for signs” and installation of street name signs according to Washtenaw County Road Commission specifications upon or following commencement of construction (but in any event, to be approved and installed prior to issuance of a final certificate of occupancy) and to install such temporary warning signs and temporary road name signs during the construction period as are appropriate to protect the health, safety and welfare of the public, in accordance with applicable requirements.

(e) Notwithstanding anything to the contrary set forth herein, the following understandings have been reached between the Township and the Blue Majestic as a part of Blue Majestic's preliminary site plan approval and are hereby reaffirmed and incorporated in this Agreement:

(i) Blue Majestic's Landscape Architectural Plans shall include appropriate berming and planting in accordance with the approved site plan.

(ii) Blue Majestic shall endeavor to cooperate with the Township Solid Waste Committee on future recycling activities.

(iii) Blue Majestic shall paint fire hydrants “Rustoleum School

Bus Yellow" in accordance with Township Fire Departments standards.

**The Township Hereby Agrees:**

- (a) To accept appropriate easements for public water mains and sanitary sewers.
- (b) To provide timely and reasonable Township inspections as may be required during construction.

29. **Miscellaneous.**

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

(b) **Headings; Construction.** The various headings of this Agreement are included for convenience only and shall 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 shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa. Capitalized words or phrases not otherwise defined herein shall be construed to be consistent with those words or phrases as used in the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration. Except as specifically identified herein or as related to the Conditions of PD Stage II Final Site Plan Approval for The Ponds at Majestic Lakes contained in paragraph 5 of this Agreement, this Agreement is intended to reflect and reiterate the obligations of the owner of The Ponds at Majestic Lakes and of the Township as referenced in the Amended PD Stage I Preliminary Site Plan, the PD Agreement, the First Amendment, and the Declaration and is not intended to materially modify such obligations.

(c) **Partial Validity; Severability.** If any term or provision of this Agreement or its application to any person or circumstance shall, 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, shall not be affected, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(d) **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors in interest and assigns, and no third party is intended to, or shall have, any rights hereunder.

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

(f) **Inspections.** In consideration of the above undertakings, the Township shall provide timely and reasonable Township inspections as may be required during construction of The Ponds at Majestic Lakes.

(g) **Recordation of Agreement.** The Blue Majestic shall record this Agreement with the Washtenaw County Register of Deeds and further provide a recorded copy to the Township Clerks Office.

(h) **Effect of Agreement.** Except as modified by this Agreement and the PD Stage II Final Site Plan for The Ponds at Majestic Lakes, the terms and provisions of the PD Agreement and the First Amendment shall continue in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of this Agreement and any other agreement or applicable document, including the PD Stage II Final Site Plan for The Ponds at Majestic Lakes, and the provisions of the Zoning Ordinance or any other Township ordinances, rules, regulations or any amendments thereto, the provisions of this Agreement and the PD Stage II Final Site Plan for The Ponds at Majestic Lakes shall control and variances shall not be required.

(j) **Effective Date.** The Effective Date of this Amendment shall be the last date on which both Blue Majestic and the Township sign this Amendment.

(k) **Obligations of Successor Developers.** This Agreement is not intended to create contractual rights for third parties. It may be enforced, amended or rescinded only by a writing executed by both parties or their successors-in-interest. The obligation of Blue Majestic contained herein shall be binding on successors and assigns in ownership of The Ponds Parcel and shall run with the land. Blue Majestic is no longer responsible for obligations under this Agreement: (i) upon assignment of this Agreement, including a partial assignment of this Agreement with respect to a portion of the Ponds Parcel; or (ii) upon the sale of the Ponds Parcel, or a portion thereof, to a third party, with respect to the portion sold.

**Signatures and acknowledgments by the parties and approval by  
counsel for the parties appear on following pages**



**Township:**

Charter Township of Ypsilanti, a Michigan  
Municipal corporation

By: \_\_\_\_\_  
Brenda L. Stumbo  
Its: Supervisor

Charter Township of Ypsilanti, a Michigan  
Municipal corporation

By: \_\_\_\_\_  
Karen Lovejoy Roe  
Its: Clerk

STATE OF MICHIGAN        )  
  )SS  
COUNTY OF WASHTENAW    )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, the foregoing instrument was acknowledged before me by Brenda L. Stumbo, Supervisor, and Karen Lovejoy Roe, Clerk, of Charter Township of Ypsilanti, a Michigan Municipal corporation on behalf of the corporation.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public \_\_\_\_\_ County, MI  
Acting in the County of \_\_\_\_\_, State of Michigan  
My Commission expires: \_\_\_\_\_

DRAFTED JOINTLY BY BLUE MAJESTIC AND THE TOWNSHP:

WHEN RECORDED RETURN TO:

Wm. Douglas Winters  
McLain & Winters  
61 N. Huron St.  
Ypsilanti, MI 48197

Mark S. Cohn  
Seyburn Kahn  
2000 Town Center, Ste 1500  
Southfield, MI 48075



**EXHIBIT A**

**LEGAL DESCRIPTION**

DESCRIPTION OF A 11.27 ACRE PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S89°55'00"E 302.02 FEET ALONG THE NORTH LINE OF SECTION 26 AND THE CENTERLINE OF TEXTILE ROAD (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE CONTINUING S89°55'00"E 808.07 FEET ALONG SAID NORTH LINE AND SAID CENTERLINE; THENCE S01°27'01"W 600.47 FEET; THENCE N89°55'00"W 678.75 FEET; THENCE N00°05'02"E 182.31 FEET; THENCE N89°54'58"W 150.67 FEET; THENCE 60.52 FEET ALONG THE ARC OF A 367.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CHORD BEARING S85°16'14"W 60.45 FEET; THENCE 41.16 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CHORD BEARING S56°57'42"W 40.01 FEET; THENCE 273.82 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, WITH A CHORD BEARING N15°52'57"W 90.92 FEET; THENCE N00°05'02"E 155.52 FEET; THENCE S89°54'58"E 154.43 FEET; THENCE N00°05'02"E 202.00 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S89°55'00"E 1110.09 FEET ALONG THE NORTH LINE OF SAID SECTION 26 AND THE CENTERLINE OF TEXTILE ROAD (VARIABLE WIDTH); THENCE S01°27'01"W 33.01 FEET; THENCE N89°55'00"W 120.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID TEXTILE ROAD FOR A PLACE OF BEGINNING. THENCE S00°55'59"E 175.00 FEET; THENCE N89°55'00"W 70.00 FEET; THENCE N00°55'59"W 175.00 FEET; THENCE S89°55'00"E 70.00 FEET ALONG THE SAID SOUTH LINE OF TEXTILE ROAD TO THE PLACE OF BEGINNING.

**EXHIBIT B**  
**MAJESTIC LAKES**  
Planned Development Stage II Plans  
Atwell, LLC - Job #14000914

**SITE PLANS**

<b>Sheet Number</b>	<b>Sheet Title</b>	<b>Last Revised Date</b>
01	Cover	August 10, 2017
02	Aerial Photo	August 10, 2017
03	Existing Conditions	August 10, 2017
04	Overall Layout Plan	August 10, 2017
05	Detailed Layout Plan	August 10, 2017
06	Detailed Layout Plan	August 10, 2017
07	Detailed Layout Plan	August 10, 2017
08	Detailed Layout Plan	August 10, 2017
09	Utility Plan	August 10, 2017
10	Utility Plan	August 10, 2017
11	Utility Plan	August 10, 2017
12	Utility Plan	August 10, 2017
13	Open Space Plan	August 10, 2017
14	Open Space Plan	August 10, 2017

**LANDSCAPE PLANS**

<b>Sheet Number</b>	<b>Sheet Title</b>	<b>Last Revised Date</b>
L-1	Landscape Plan	August 10, 2017
L-2	Landscape Plan	August 10, 2017
L-3	Forebay Landscape Plans	August 10, 2017
L-4	Landscape Specifications & Details	August 10, 2017

**ENGINEERING PLANS**

<b>Sheet Number</b>	<b>Sheet Title</b>	<b>Last Revised Date</b>
1-60	-----	July 31, 2017