

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE APRIL 15, 2025 REGULAR BOARD MEETING**

Board Meetings are audio recorded and posted on the website

**DETERMINATION OF QUORUM**

Supervisor Stumbo determined a quorum was present.

Township Supervisor Brenda Stumbo called the meeting to order at 6:00 pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

**Members Present:** Supervisor Brenda Stumbo, Clerk Debbie Swanson, and Treasurer Stan Eldridge  
Trustees: Karen Lovejoy Roe, Gloria Peterson, and LaResha Thornton

**Members Not Present:** John Newman III

**Legal Counsel:** Wm. Douglas Winters

The Pledge of Allegiance was recited followed by a moment of silent prayer.

**APPROVAL OF AGENDA**

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve the agenda.

The motion carried unanimously.

**CONSENT AGENDA**

**A. MINUTES OF APRIL 15, 2025 REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR APRIL 15, 2025 IN THE AMOUNT OF \$946,600.09**
- 2. CLARITY HEALTHCARE DEDUCTIBLE ACH FOR APRIL 2025, IN THE AMOUNT OF \$76,809.04**
- 3. CLARITY HEALTHCARE ADMIN FEE FOR APRIL 2025, IN THE AMOUNT OF \$1,674.85**

Clerk Swanson read changes to the minutes. On page 3, item 4, Resolution 2025-08, page 5, item 9, Ford Lake Cup instead of Regatta. Under Authorizations and Bids we need to add the word Community after County

The motion carried unanimously.

*The consent agenda for this meeting was approved but no motion was made; therefore, it will be placed on the May 6<sup>th</sup> meeting agenda.*

## **ATTORNEY REPORT**

### **A. GENERAL LEGAL UPDATE**

Legal update was provided by Attorney Winters. (refer to audio)

## **NEW BUSINESS**

### **1. APPROVE NEW CARLISLE WORTMAN CONTRACT FOR PLANNING CONSULTANT SERVICES IN THE AMOUNT OF \$15,700.00 PER MONTH, BUDGETED IN LINE ITEM #101-703-801.000**

A motion was made by Treasurer Eldridge and supported by Trustee Lovejoy Roe to approve new Carlisle Wortman contract for planning consultant services in the amount of \$15,700.00 per month, budgeted in line item #101-703-801.000. (see attached)

The motion carried unanimously.

### **2. APPROVE SECOND AMENDMENT FOR SIGNAGE TO PLANNED DEVELOPMENT #7 FOR PAINT CREEK CROSSING, LOCATED AT 2010 WHITTAKER RD (K-11-21-200-040)**

A motion was made by Trustee Lovejoy Roe and supported by Trustee Peterson to approve Second Amendment for signage to planned development #7 for Paint Creek Crossing, located at 2010 Whittaker Rd (K-11-21-200-040)

The motion carried unanimously.

**3. APPROVE DEVELOPMENT AGREEMENT- SHEETZ FUELING STATION, CONVENIENCE STORE AND RESTAURANT AT SOUTHEAST CORNER OF W MICHIGAN AVE AND S HEWITT RD (755 S HEWITT RD)**

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve development agreement for Sheetz Fueling Station, Convenience Store and Restaurant at Southeast corner of W Michigan and S Hewitt Rd (755 S Hewitt Rd). (see attached)

Representatives from Sheetz were present to share renderings of what the project will look like. (see attached, slides from presentation)

The motion carried unanimously.

**4. APPROVE CHANGE ORDER #1 FOR THE 14B DISTRICT COURT RENOVATION IN THE AMOUNT OF \$47,614.00, BUDGETED IN LINE ITEM #101-901-971.236**

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve Change Order #1 for the 14B District Court Renovation in the amount of \$47,614.00, budgeted in line item #101-901-971.236. (see attached)

A friendly amendment by Treasurer Eldridge and supported by Trustee Thornton to approve the amount of \$45,940.00 which represents a deduction

of \$1,674.00 for township IT renovation work versus 14B Court renovation work.

The motion carried unanimously.

**5. APPROVE CONTRACT WITH JOHN E. LAWRENCE FOR 2025 JEL  
CONCERT SERIES TO BE HELD AT FORD LAKE PARK AUGUST 1, 8, 15,  
22, AND 29**

A motion was made by Trustee Peterson and supported by Trustee Lovejoy Roe to approve the contract with John E. Lawrence for 2025 JEL Concert Series to be held at Ford Lake Park August 1, 8, 15, 22, and 29. (see attached)

The motion carried unanimously.

**6. APPROVE RESOLUTION 2025-12, PROPOSAL A- FIRE PROTECTION,  
PREVENTION, RESCUE SERVICES, AND EQUIPMENT RESERVE  
MILLAGE**

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Treasurer Eldridge to approve Resolution 2025-12, Proposal A- Fire Protection, Prevention, Rescue Services, and Equipment Reserve Millage. (see attached)

The motion carried unanimously.

**7. APPROVE RESOLUTION 2025-13, PROPOSAL B- POLICE SERVICES  
MILLAGE**

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Treasurer Peterson to approve Resolution 2025-13, Proposal B- Police Services Millage. (see attached)

The motion carried unanimously.

**8. APPROVE RESOLUTION 2025-14, PROPOSAL C- RECREATION, BIKE PATH, SIDEWALK, ROADS, PARKS, GENERAL OPERATIONS FUND MILLAGE**

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Treasurer Eldridge to approve Resolution 2025-14, Proposal C- Recreation, Bike Path, Sidewalk, Roads, Parks, General Operations Fund Millage. (see attached)

The motion carried unanimously.

**9. APPROVE RESOLUTION 2025-15, PROPOSAL D- GARBAGE, REFUSE COLLECTION, RECYCLING, COMPOSTING, DISPOSAL OF SOLID WASTE, ENERGY CONSERVATION, ALTERNATIVE ENERGY, WATER QUALITY AND ENVIRONMENTAL PROTECTION MILLAGE**

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Trustee Peterson to approve Resolution 2025-15, Proposal D- Garbage, Refuse Collection, Recycling, Composting, Disposal of Solid Waste, Energy Conservation, Alternative Energy, Water Quality and Environmental Protection Millage. (see attached)

The motion carried unanimously.

*The election for Proposal A, B, C, and D renewal millages will be held Tuesday, August 5<sup>th</sup>, 2025.*

#### **10. BUDGET AMENDMENT #5**

A motion was made by Clerk Swanson and supported by Trustee Peterson to approve Budget Amendment #5. (see attached)

The motion carried unanimously.

#### **AUTHORIZATION AND BIDS**

##### **1. PURCHASE TWO (2) 72-INCH ZERO TURN MOWERS IN THE AMOUNT OF \$30,988.00 AND ONE (1) BOOM SWING MOWER IN THE AMOUNT OF \$11,680.00 FROM DIUBLE EQUIPMENT, INC, BUDGETED IN LINE ITEM #101-770-977.000, CONTINGENT ON BUDGET AMENDMENT**

A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge to purchase two (2) 72-inch zero turn mowers in the amount of \$30,988.00 and one (1) Boom Swing Mower in the amount of \$11,680.00 from Diuble Equipment, Inc., budgeted in line item #101-770-977.000, contingent on budget amendment.

The motion carried unanimously.

##### **2. SEEK SEALED BIDS FOR TWO (2) NEW TOWNSHIP VEHICLES FOR THE HYDRO DAM AND RESIDENTIAL SERVICES DEPARTMENT, BUDGETED IN LINE ITEM #661-268-985.000**

A motion was made by Trustee Lovejoy Roe and supported by Trustee Thornton to seek sealed bids for two (2) new Township vehicles for the Hydro

Dam and Residential Services Department, budgeted in line item #661-268-985.000

The motion carried unanimously.

**3. APPROVE TWO-YEAR CONTRACT WITH LOOKING GOOD LAWNS, LLC FOR ROADSIDE TRASH COLLECTION IN THE AMOUNT OF \$30,420.00, BUDGETED IN LINE ITEM #266-301-830.004**

A motion was made by Trustee Peterson and supported by Trustee Lovejoy Roe to approve two-year contract with Looking Good Lawns, LLC for Roadside Trash Collection in the amount of \$30,420.00, budgeted in line item #266-301-830.004. (see attached)

The motion carried unanimously.

**4. APPROVE TWO-YEAR CONTRACT WITH RNA FACILITIES MANAGEMENT FOR VACANT TOWNSHIP PROPERTY MOWING IN THE AMOUNT OF \$77,846.00, BUDGETED IN LINE ITEM #101-729-961.001**

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve a two-year contract with RNA Facilities Management for Vacant Township Property Mowing in the amount of \$77,846.00, budgeted in line item #101-729-961.001. (see attached)

The motion carried by a 5 to 1.

**OTHER BUSINESS**

**PUBLIC COMMENTS**

There were 2 public comments.

## **BOARD MEMBER COMMENTS**

There were no board member comments.

## **ADJOURNMENT**

A motion to adjourn was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge.

The motion carried unanimously.

The meeting was adjourned at approximately 6:56PM

Respectfully Submitted,

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

**Debra A. Swanson, Clerk**  
*Charter Township of Ypsilanti*



April 14, 2025

Mr. Stan Eldridge  
Charter Township of Ypsilanti  
7200 S. Huron Drive  
Ypsilanti Township, MI 48197

**RE: REQUEST for CHANGE ORDER (RCO #1.1)**  
Ypsilanti Township – 14-B District Court  
BCG Project #04-007

Dear Mr. Eldridge,

Braun Construction Group is submitting this letter to identify the cost associated with **additional concrete sidewalk removal, additional floor prep, LVT flooring in lieu polished concrete, flooring revisions, and sanitary sewer repair**, as detailed in the attached RCO Summary. Appropriate documentation is attached.

1. BCG RCO #1.1 Summary dated: 04/14/25	\$43,023.00
2. BCG General Conditions	\$0.00
3. BCG GLI @ 0.85%	\$365.70
4. BCG OH&P @ 4.5%	\$1,952.49
5. Payment & Performance Bond @ 1.08%	\$489.68
	\$45,831.00
<b>TOTAL "ADD" COST</b>	<b>\$45,831.00</b>
 Previous Contract Amount	 \$4,208,497.00
 Revised Contract Amount including this Request for Change Order	 <b>\$4,254,328.00</b>

Please confirm your approval of this additional cost and we will prepare a Change Order to incorporate this cost and scope of work into the project.

Please contact me directly if you have any questions regarding this request.

Sincerely,

**BRAUN CONSTRUCTION GROUP**

*Michael S. Zatroch*

Michael S. Zatroch  
Vice President of Operations

Charter Township of Ypsilanti

*Stan Eldridge*

Stan Eldridge, Township Treasurer

4/14/2025

Date

Cc: TJ Braun, Braun Construction Group  
Jaisanna Jarvis, Braun Construction Group  
Kayce Deal, Braun Construction Group  
Kevin Griffon, Braun Construction Group

Acknowledgement	Initials
John Hines, Ypsilanti Township	<i>JH</i>
Erane C. Washington, Washtenaw County	
James Renaud, JFR Architect, PC	<i>JFR</i>

## DEVELOPMENT AGREEMENT

This Development Agreement (**“Agreement”**) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2025, by and between Sheetz, Inc., a Pennsylvania corporation, whose address is 5700 6<sup>th</sup> Avenue, Altoona, Blair County, Pennsylvania 16602 (**“Developer”**) and the Charter Township of Ypsilanti, a Michigan Municipal Corporation, whose address is 7200 S. Huron River Drive, Ypsilanti, Michigan 48197-7099 (the **“Township”**) and CLS Ypsilanti, LLC, an Ohio limited liability company, whose address is 250 Civic Center Drive, Suite 500, Columbus, Ohio 43215 (**“Land Owner”**)

### RECITALS

A. **WHEREAS**, Land Owner is the holder of fee simple title to certain real property consisting of approximately 3.65 acres (Tax ID # K-11-39-350-029), and located on the southeast corner of S. Hewitt Road and Michigan Avenue, which real property is described on Exhibit A attached hereto and made a part hereof (hereafter referred to as the **“Property”** or as the **“Commercial Site”**);

B. **WHEREAS**, Land Owner is creating the Property as a separate independent parcel pursuant to a land division, and following the land division, the Land Owner will continue to own and possess the property identified and described on Exhibit A (hereafter the **“Retained Parcel”**);

C. **WHEREAS**, Skilken Gold Real Estate Development, LLC, an Ohio limited liability company, (**“Skilken Gold”**) provided certain land planning, land use, site identification and development services for the benefit of Developer, Land Owner and the Property and Skilken Gold has assigned and transferred all of its rights and interests with respect to the Property (including all land use applications related thereto) to Developer and/or Land Owner and;

D. **WHEREAS**, Developer desires to develop the Commercial Site pursuant to Article V of the Township’s Zoning Ordinance as a Form Based District Site Plan and;

E. **WHEREAS**, Developer desires to build all necessary infrastructure such as but not limited to water mains, sanitary sewers, storm sewers, drainage facilities, roads, sidewalks, curbs & gutters, without the necessity of special assessments by the Township, and;

F. **WHEREAS**, Developer desires to install lot grading and soil erosion and sedimentation control improvements as set forth on the approved Engineering Plan and to provide

drainage for storm water from the project site so that storm water complies with an approved Washtenaw County Water Resources Commission permit and;

G. **WHEREAS**, On September 18, 2024, the Township’s Zoning Board of Appeals reviewed the Preliminary Site Plan related to three variance requests to the building transparency requirements and voted to approve the requested variances; and

H. **WHEREAS**, On October 08, 2024, the Township’s Planning Commission reviewed Developer’s application for a Special Use and Preliminary Site Plan for the Commercial Site, and voted yes, to approve the Special Use and Preliminary Site Plan Approval with conditions and;

I. **WHEREAS**, As part of both the application and approval process, Developer has offered and agreed to make the on-site and off-site utility improvements depicted on the approved Sheetz Final Site Plan (defined below), which the Parties agree are necessary and roughly proportional to the burden imposed in order to (i) ensure that public services and facilities affected by the Development will be capable of accommodating increased service and facility loads caused by the Development, (ii) protect the natural environment and conserve natural resources, (iii) ensure compatibility with adjacent uses of land, (iv) promote use of the Property in a socially and economically desirable manner, and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 et seq.

J. **WHEREAS**, Developer has submitted to the Township and the Township has reviewed and approved the Final Site Plan prepared by Developer’s engineer, Stonefield Engineering & Design (the “**Engineer**”), last revised on February 21, 2025, and the engineering plans for the Project (collectively, the “**Final Site Plan**”).

K. **WHEREAS**, In accordance with Section 305 of the Township’s Zoning Ordinance, the parties desire to enter into this Agreement for the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property, which Agreement shall be effective as of the date both parties execute this Agreement, and which shall be binding upon the Township, the Developer and the Owner/s of the Property, their successors, heirs and assigns.

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties described in this Agreement, and with the express understanding that this Agreement contains important and essential terms which are incorporated by reference as part of the final approval of the Developer’s Commercial Site Plan, the parties agree as follows:

**ARTICLE I.  
GENERAL TERMS**

1.1 The parties acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties, their successors, heirs and assigns.

1.2 The Final Site Plan for the Commercial Site, which is attached hereto as Exhibit B, has been approved in accordance with the authority granted to and vested in the Township pursuant

to Act. No. 110, Public Acts of 2006, and Act No. 33, Public Acts of 2008, as amended, relating to municipal planning and in accordance with the Zoning Ordinance of Ypsilanti Township, enacted 2022, as amended.

1.3 The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Property described on Exhibit A and shall be incorporated by the appropriate executed instruments into the title of said Property and shall be deemed a restrictive covenant which shall run with the land and shall not be modified unless otherwise agreed to in writing by the Township, the Developer and/or owner/s of the Property and/or their successors, heirs and assigns.

## **ARTICLE II. PROVISIONS REGARDING DEVELOPMENT OF THE COMMERCIAL SITE**

As part of approval of the Final Site Plan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **IT IS AGREED as follows:**

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below.
  - (A) **“Commencement Date”** means the date that building permits are first issued for any phase of the Project.
  - (B) **“Developer”** means Sheetz, Inc., a Pennsylvania corporation, its successors, and assigns.
  - (C) **“Development”** means all components of the Sheetz project as shown on the Final Site Plan, including the infrastructure and all required construction on each phase.
  - (D) **“Final Site Plan”** means the Final Site Plan defined in Recital I. above and all associated plans that have been reviewed and approved by the Township, including final engineering plans.
  
2. **Compliance with Applicable Laws.** All development, use, and improvement of the Property shall be subject to and in accordance with all applicable Township ordinances and county, state, and federal laws, and shall also be subject to and in accordance with this Agreement, the Final Site Plan, and all other approvals and permits required under applicable Township ordinances and county, state, and federal laws. All references in this Agreement to Township zoning ordinances shall be deemed to refer to the zoning ordinances in effect as of the date of this Agreement. The Development shall not be subject to any additional zoning requirements contained in any amendment or additions to the zoning ordinances that conflict with the provisions of this Agreement and the Final Site Plan, provided that all construction and development is completed in compliance with this Agreement and the Final Site Plan.

3. **Compliance with Conditions of Approval.** All development, use and improvement of the Property shall be in conformance with any and all conditions of approval of the Planning Commission pertaining to the Development as reflected in the official resolutions and/or minutes of such approvals. It is specifically agreed that Final Site Plan approval is contingent upon the execution of and compliance with this Agreement.
4. **Permitted Development.** The Property shall be used, developed, and improved only in accordance with the Final Site Plan and the construction plans for the Development as approved by the Township.
5. **Effect of Site Plan Development Approval.** Approval of the Final Site Plan constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in conformity with the Final Site Plan, the Conditions of Approval, and this Agreement.
6. **Density, Land Use Area, Setbacks, Building Height, and other Regulations.** Within the Property, all buildings and site amenities shall be laid out, situated, and designed in accordance with the Conditions of Approval and as shown on the approved Final Site Plan.
7. **Water and Sanitary Sewer Systems.**
  - (A) Development shall be developed with public sanitary sewers as approved by the Ypsilanti Community Utilities Authority and the Michigan Department of Environmental Quality, subject to all applicable laws and regulations. The Development shall also be developed with public water mains as approved by the Ypsilanti Community Utilities Authority and the Michigan Department of Public Health, subject to all applicable laws and regulations. All standard connections, inspections, costs and fees imposed by the Township, including, but not limited to, engineering inspections, shall be paid by the Developer and/or Owner of the Property.
  - (B) Developer shall dedicate all necessary easements and conveyances for, and shall post financial security based on the Engineer's costs estimates relating to the completion of construction and dedication of all such water and sewer system improvements in accordance with and as set forth in this Agreement.
8. **Storm Water Drainage.**
  - (A) Developer, at its sole expense, shall construct and maintain an on-site storm water drainage system, in accordance with the Final Site Plan, and all applicable ordinances, laws, codes, standards, and regulations, as well as the approved site plan for each phase and sub-phase.

- (B) No certificates of occupancy shall be issued for any phase in the Development prior to completion and approval of the primary on-site storm water drainage and detention system for the Development.
- (C) Developer shall acquire necessary easements, if any, over adjoining properties to accommodate storm water management prior to construction of any components of the storm water system.
- (D) A so-called 433 Agreement is not planned or needed with respect to the Development.
- (E) All storm water catch basins are to be labeled as storm drains. All storm water catch basins shall have a message that reads “Dump No Waste – Drains to River.”
- (F) The parties acknowledge and agree that an approximately fifteen foot wide storm water drainage and storage easement will be established for the benefit of the Property in the northerly portion of the Retained Parcel.
- (G) The parties acknowledge and agree that the Developer shall have an easement to install and maintain grading in the northwesterly portion of the Retained Parcel for purposes of storm water drainage and establishment of elevations of the Property.

**9. Landscaping and Tree Preservation, Protection and Mitigation**

- (A) All tree preservation, protection, and mitigation on the Property shall be completed and maintained as shown and described in the tree preservation plan, details, and information that are part of the approved Final Site Plan.
- (B) Internal landscaping and landscaping amenities, including all internal pedestrian trails, on the Property shall be completed and maintained as shown and described in the landscape plans, details, and information that are part of the approved Final Site Plan, which landscaping may be installed on a phased basis, consistent with the development of phases of the project.
- (C) Internal landscaping and landscaping amenities shall be fitted with an irrigation system to allow plant materials to be watered on a regular basis.
- (D) To protect the storm sewer system and reduce the risk of water pollution, the use of phosphorus-based fertilizers on the Property is prohibited. This restriction applies to all landscaping, lawns, and plantings maintained on the Property.

**10. Lighting and Signs:**

- (A) Lighting on the Property shall be completed and maintained as shown and described in the lighting and photometrics plans that are part of the

approved Final Site Plan, or as amended by Developer and approved by Township Staff.

- (B) Any future lighting not shown in the Final Site Plan shall comply with all applicable Township ordinances. All lighting components, including Kelvin ratings, require Township approval prior to installation. This provision may be enforced by the Township at any time.
- (C) Any future signage not shown in the Final Site Plan shall comply with all applicable Township ordinances and shall require Township approval prior to installation.

**11. Security System and Cameras:**

- (A) Developer shall install interior and exterior security camera systems and recordings, as described below, shall be held for 30 days and be made available to law enforcement upon request.
- (B) Per Section 812 – Security Cameras, of the Zoning Ordinance, the exterior camera system must be high definition with a minimum resolution of 1080p and night vision capabilities, with 120 concurrent hours of digitally recorded documentation of continuous operation. The security cameras shall be in operation twenty-four (24) hours a day, seven (7) days a week. Security cameras shall be placed to cover the entire site.
- (C) Developer shall submit a security camera plan to the Planning Department, specifying the locations, angles, and technical specifications of all cameras. The Planning Department will forward the security camera plan to the Washtenaw County Sheriff's Office for review and approval. This approval shall be required prior to the issuance of a Certificate of Occupancy. The Sheriff's Office comments will be shared with the developer.
- (D) An alarm system is also installed that is operated and monitored by the Developer's security operations center on a 24 hour a day/365 day a year, basis.

**12. Traffic and Pedestrian Circulation.**

- (A) Approval of the Final Site Plan requires Developer to install an eight-foot-wide sidewalk along the south side of Michigan Avenue, and a five-foot sidewalk on S. Hewitt Road, and any other improvements shown in conformity with the Final Site Plan.
- (B) Developer shall design, situate, construct, maintain, and repair all roads, entranceways, drives, safety paths, walkways, and traffic circulation signage within and for the Development, at its sole expense, in accordance with as set forth in detail in the Permit Conditions and Final Site Plan and

otherwise in accordance with all applicable statutes, ordinances, regulations, and approvals.

- (C) Developer shall post financial security based on the Engineer's estimates, which shall be reviewed and approved by the Township Engineer, relating to the phased construction of drives, and parking lots within and for the Development, in accordance with and as set forth in detail in the Permit Conditions and this Agreement.
- (D) The developer shall set aside twelve (12) parking spaces to be used as Electric Vehicle (EV) charging stations at a future date. The Developer will actively solicit EV charging station suppliers annually in an effort to establish at least two (2) EV charging stations at this site within five (5) years from the approval date of this Agreement. Nothing in this Agreement will prohibit the Developer from establishing more than two (2) EV charging stations within this timeframe, up to the twelve (12) EV charging stations shown on the approved Final Site Plan.

**13. Construction Debris.**

Developer shall regularly remove all discarded building-materials and rubbish as necessary during installation and construction of site improvements on said site.

**14. Completion of Improvements; Financial Assurances.**

- (A) All on-site and off-site improvements of the Development required in the Final Site Plan, including without limitation, all roads, drives, entranceways, parking lots, sanitary sewer service system, water service system, storm water drainage system, detention and retention facilities, gas and electric utilities, lighting, signage, landscaping, landscaping amenities, public safety path, internal private pedestrian walkways with related amenities and improvements, barrier or screening walls, sidewalks, retaining walls, soil erosion and sedimentation controls, and any other improvements within or for the Development shall be completely constructed and provided to all buildings and facilities within the Development as required and as set forth in the approved Final Site Plan, any other approvals or permits granted by the Township, and all applicable ordinances, laws, standards, and regulations.
- (B) During the construction of the Development, Developer shall be obligated to maintain the above improvements and amenities, and as required by the Township's Performance Guarantees ordinance, Developer shall provide financial assurances based on the Engineer's cost estimates that are satisfactory to the Township (in its reasonable judgment) for completion, preservation, and maintenance of such improvements on a phase-by-phase basis such that, upon completion, each sub-phase will be capable of standing on its own in terms of the presence of services, facilities, and open space,

and shall contain the necessary components to ensure the protection of natural resources and the health, safety, and welfare of the users of the Development.

- (C) Such financial assurances shall be subject to the Engineer's cost estimates and in the form as set forth in Section 3.06, Performance Guarantees, of the Zoning Ordinance, which financial assurances may be utilized by the Township, at its option, to complete and maintain such improvements using the funds from the security posted by the Developer, in accordance with Section 15 of this Agreement if Developer has failed to complete and/or maintain the improvements within the time specified therein. If Developer proceeds with any sub-phase within the development of the Property, Developer shall be obligated to design and completely construct all of the improvements and amenities required for said sub-phase.
- (D) Upon completion of each building within the Development and the corresponding successful inspections, the Township shall issue a Certificate of Occupancy for such building(s). The Developer may request and receive a Certificate of Occupancy for a building or buildings within a sub-phase prior to completion of that sub-phase if 1) a majority of the work, especially that work essential for ensuring the health, safety and welfare of the occupants within that sub-phase is completed, and the remaining sub-phase work is minor and incidental to the occupancy of that sub-phase, and 2) site conditions at that time preclude completion of the work in a timely manner (e.g. installing landscaping in the winter) and 3) if financial sureties based on the Engineer's cost estimates to complete the uncompleted work are provided or remain in place with the Township.
- (E) Upon issuance of a Certificate of Occupancy for a building, and also upon completion and dedication of primary utility lines (storm, water, sanitary), the appropriate bond(s) or monies held in escrow by the Township shall be released to the Developer or issuing entity.
- (F) It is anticipated that construction will begin with the mass grading, storm sewer and detention system, water main and sanitary sewer, and wetland mitigation areas.

15. **Township Enforcement.** In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the Final Site Plan or this Agreement, the Township may serve written notice upon Developer and/or the owner of the portion of the Property with respect to which the obligation or undertaking is required (the "**violating party**") setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and if not cured, the date, time, and place for a hearing before the Township Board, or such other board, body, or official delegated by the Township Board, for the purpose of allowing the violating party an opportunity to be heard as to why the Township should not proceed with the correction of the deficiency or obligation

which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain at the discretion of the Township Board. The foregoing notice and hearing requirements shall not be necessary in the event the Township determines in its discretion that an emergency exists requiring immediate action. If, following the hearing described above, the Township Board, or such other board, body, or official designated to conduct the hearing, shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the Township in its discretion, the Township shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under Township ordinances and/or State laws:

- (A) Enter upon the Property or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the Township to be appropriate. The cost and expense of making and financing such actions by the Township, including notices by the Township and legal fees incurred by the Township, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the violating party within thirty (30) days of a billing to the violating party. The payment obligation under this paragraph shall be secured by a lien against the phase or phases of the Property within which the deficiency exists, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to the violating party pursuant to this paragraph, or in emergency circumstances, the date at which the Township incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid by the violating party for more than thirty (30) days on the delinquent tax rolls of the Township relative to such portion of the Property, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the violating party, and, in such event, the violating party shall pay all court costs and attorney fees incurred by the Township in connection with such suit if the Township prevails in collecting funds thereby. This provision does not preclude the Township from exercising its rights under other sections of this Agreement.
- (B) Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the Final Site Plan. Except in emergency circumstances, the violating party shall be provided notice of the deficiencies from the Township and shall be afforded an opportunity to timely correct. In the event the Township obtains any relief as a result of such litigation, the violating party shall pay all court costs and attorney fees incurred by the Township in connection with such suit.

- (C) The Township may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the violating party is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development.

16. **Delay in Enforcement; Severability.** Any failure or delay by the Township to enforce any provision herein contained shall in no event be deemed, construed, or relied upon as a waiver or estoppel of the right to eventually do so thereafter. Each provision and obligation contained herein shall be considered to be an independent and separate covenant and agreement, and in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

17. **Access to Property.** In all instances in which the Township utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements, and at any time throughout the period of development and construction of any part of the Development, the Township and its contractors, representatives, consultants, and agents shall be permitted and are hereby granted authority to enter upon all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements and for the purposes of inspecting for compliance with and enforcing the Site Plan Documents.

18. **Agreement Jointly Drafted.**

- (A) The Parties have negotiated the terms of the Final Site Plan, and such documentation represents the product of the joint efforts and mutual agreements of the Parties. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the Final Site Plan and Conditions of Approval, and they shall not be permitted in the future to claim that the effect of the Final Site Plan or Conditions of Approval results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the Final Site Plan or Conditions of Approval causes an inverse condemnation, other condemnation or taking of all or any portion of the Property.

- (B) Furthermore, it is agreed that the improvements and undertakings described in the Final Site Plan and Conditions of Approval are necessary and roughly proportional to the burden imposed and are necessary in order to: (i) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (ii) protect the natural environment and conserve natural resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of the Property in a socially, environmentally, and economically

desirable manner; and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 *et seq.*

- (C) It is further agreed and acknowledged hereby that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property, and all such improvements without exception are clearly and substantially related to the Township's legitimate interests in protecting the public health, safety, and general welfare.
- (D) The Parties acknowledge and agree that such improvements, both on-site and off-site, have been found to be necessary and constitute a recognizable and material benefit to the ultimate users of the Development and to the community, which benefit would otherwise be unlikely to be achieved without the Development and is an important component of the Development upon which the Township relied in its consideration and approval of the Sutherland Farms Development.

19. **Ambiguities and Inconsistencies.** Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the Final Site Plan and Conditions of Approval which apply, the Township, in the reasonable exercise of its discretion, shall determine whether the regulations of the Township's Zoning Ordinance, as that Ordinance may have been amended, or other Township Ordinances shall be applicable provided such determination is not inconsistent with the nature and intent of the Final Site Plan and Conditions of Approval. Whenever possible under the laws of the State and ordinances of the Township, the approval of the Final Site Plan shall be determined to be a reasonable and minor waiver or modification to the applicable Township regulation or Ordinance, so that the particular aspect of the Development that is in question shall be deemed acceptable. In the event of a conflict or inconsistency between two or more provisions of this the Final Site Plan and Conditions of Approval, the more restrictive provision, as determined in the reasonable discretion of the Township, shall apply. In addition, if there is a conflict or inconsistency between this Agreement, the Final Site Plan and Conditions of Approval and applicable Township ordinances, this Agreement, the Final Site Plan and Conditions of Approval shall apply. In no event shall the Township applying the more restrictive provision result in loss of Development density, impair the operations of the Development, or otherwise negate the general intent of the Developer and the acceptance of the Planning Commission demonstrated by their approval of the Final Site Plan.

20. **Warranty of Ownership.** Land Owner hereby warrants that it is the owner of the Property and that Developer has a ground lease and all requisite authority to develop the Property and to enter into and perform its obligations under this Agreement.

21. **Running with the Land; Governing Law.** This Development Agreement shall run with the land constituting the Property and shall be binding upon and inure to the benefit of the Parties and all of their respective heirs, successors, assigns, and transferees. This Agreement shall be recorded by any of the Parties following the execution of this Agreement. This Development Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties understand and agree that this Development Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.
22. **Assignment.** Developer may not assign its rights under this Agreement without the prior written agreement of the Township, which shall not be unreasonably withheld. No assignment shall be effective unless all financial assurances for the Development or applicable sub-phase have been posted with the Township and the assignee has agreed to be fully bound to each and every term hereof including but not limited to, the financial assurances required by Paragraph 15 of this Agreement and Section 3.06 of the Ypsilanti Charter Township Zoning Ordinance. Notwithstanding the foregoing, Developer may collaterally assign its rights under this Agreement to a mortgagee that provides construction financing for the Project, without requiring the consent of the Township.
23. **Recording.** This Agreement may be recorded with the Washtenaw County Register of Deeds. If this Agreement is not recorded in its entirety, an Affidavit may be recorded, upon approval by the Township Attorney, containing the legal description of the entire project, specifying the dates of approval and all amendments of the Final Site Plan, and declaring that all future development of the Property has been authorized, restricted, and required to be carried out only in accordance with the Final Site Plan and this Agreement.
24. **Amendments and Modifications.** The provisions of this Agreement may be amended or modified, but only with the prior written consent of the Township and the Development's Owner(s). Any amendment or modification to this agreement shall be recorded in the Washtenaw County Records. Any portion of this instrument not otherwise amended or modified, shall remain in full effect.
25. **Estoppels.** Upon request by Developer, its mortgagee or any successor in title, the Township shall confirm in writing that, to the knowledge of the Township, Developer is not in breach of its obligations under this Agreement (or if there is a known breach, specifying the nature of such breach) and this Agreement remains in full force and effect.

**THIS DEVELOPMENT AGREEMENT** was executed by the respective Parties on the date specified with the notarization of their signatures and shall be considered to be dated on \_\_\_\_\_, 2025, and shall take effect immediately.

*Remainder of Page Intentionally Blank. Signatures to Follow*





**CHARTER TOWNSHIP OF YPSILANTI,**  
a Michigan Municipal Corporation

By: \_\_\_\_\_  
Name: BRENDA STUMBO  
Title: Supervisor

By: \_\_\_\_\_  
Name: DEBRA A. SWANSON  
Title: Clerk

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF \_\_\_\_\_)

The foregoing Development Agreement was acknowledged this \_\_\_ day of \_\_\_\_\_, 2025, by Brenda L. Stumbo, Supervisor, and Debra A. Swanson, Clerk, of the Charter Township of Ypsilanti, a Michigan municipal corporation, on behalf of said entity.

Notary Signature: \_\_\_\_\_, Notary Public  
\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, \_\_\_\_\_  
Acting in \_\_\_\_\_ County

**Drafted by and upon recording, return to:**  
Douglas Winters and Dennis McLain  
McLain & Winters  
61 North Huron Street  
Ypsilanti, MI 48197

EXHIBIT "A"  
LEGAL DESCRIPTION

**THE PROPERTY**

LAND LOCATED IN THE TOWNSHIP OF YPSILANTI, COUNTY OF WASHTENAW AND STATE OF MICHIGAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL A:**

PART OF FRENCH CLAIM 690, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN DESCRIBED AS COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID FRENCH CLAIM 690; THENCE ALONG THE WESTERLY LINE OF SAID FRENCH CLAIM 690, NORTH 16 DEGREES 04 MINUTES 20 SECONDS WEST, 257.12 FEET TO THE POINT OF INTERSECTION OF SAID CLAIM LINE WITH THE EASTERLY LINE OF SOUTH HEWITT ROAD (WIDTH VARIES); THENCE 112.65 FEET ALONG THE EASTERLY LINE OF SAID SOUTH HEWITT ROAD, ALONG A NON-TANGENT CURVE TO THE LEFT, RADIUS 550.38 FEET, CHORD BEARS NORTH 01 DEGREES 23 MINUTES 05 SECONDS EAST, 112.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID SOUTH HEWITT ROAD, 64.88 FEET, ALONG A CURVE TO THE LEFT, RADIUS 550.38 FEET, CHORD BEARS NORTH 07 DEGREES 51 MINUTES 21 SECONDS WEST, 64.84 FEET; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID SOUTH HEWITT ROAD, NORTH 16 DEGREES 04 MINUTES 20 SECONDS WEST, 309.46 FEET TO A POINT ON THE SOUTHERLY LINE OF MICHIGAN AVENUE, AS WIDENED, (WIDTH VARIES); THENCE ALONG THE SOUTHERLY LINE OF SAID MICHIGAN AVENUE, SAID LINE BEING 60.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE CENTER LINE OF SAID MICHIGAN AVENUE, NORTH 54 DEGREES 58 MINUTES 40 SECONDS EAST, 454.54 FEET; THENCE SOUTH 16 DEGREES 04 MINUTES 20 SECONDS EAST, 365.40 FEET; THENCE SOUTH 54 DEGREES 58 MINUTES 40 SECONDS WEST, 100.00 FEET; THENCE SOUTH 16 DEGREES 04 MINUTES 20 SECONDS EAST, 5.00 FEET; THENCE SOUTH 54 DEGREES 58 MINUTES 40 SECONDS WEST, 364.34 FEET TO THE POINT OF BEGINNING.

**RETAINED PARCEL**

LAND LOCATED IN THE TOWNSHIP OF YPSILANTI, COUNTY OF WASHTENAW AND STATE OF MICHIGAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL B:**

PART OF FRENCH CLAIM 690, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID FRENCH CLAIM 690; THENCE ALONG THE WESTERLY LINE OF SAID FRENCH CLAIM 690, NORTH 16 DEGREES 04 MINUTES 20 SECONDS WEST, 257.12 FEET TO THE POINT OF INTERSECTION OF SAID CLAIM LINE WITH THE EASTERLY LINE OF SOUTH HEWITT ROAD (WIDTH VARIES); THENCE 112.45 FEET ALONG THE EASTERLY LINE OF SAID SOUTH HEWITT ROAD, ALONG A NON-TANGENT CURVE TO THE LEFT, RADIUS 550.38 FEET, CHORD BEARS NORTH 01 DEGREES 23 MINUTES 05 SECONDS EAST, 112.45 FEET; THENCE NORTH 54 DEGREES 58 MINUTES 40 SECONDS EAST, 364.34 FEET; THENCE SOUTH 16 DEGREES 04 MINUTES 20 SECONDS EAST, 466.68 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID FRENCH CLAIM 690; THENCE ALONG SAID CLAIM LINE, SOUTH 71 DEGREES 30 MINUTES 10 SECONDS WEST, 378.66 FEET TO THE POINT OF BEGINNING.

THE RETAINED PARCEL IS OWNED BY THE LAND OWNER AND IS ONLY SUBJECT TO THE TERMS OF THIS AGREEMENT THAT EXPRESSLY IDENTIFY THE RETAINED PARCEL AND ANY EASEMENTS RELATED THERETO.

EXHIBIT "B"

**FINAL SITE PLAN**

Final Site Plan prepared by Stonefield Engineering & Design entitled Site Development Plans for Sheetz Proposed Convenience Store and Fuel Sales 2103 West Michigan Avenue, Charter Township of Ypsilanti, Washtenaw County, Michigan last dated February 21, 2025 is hereby incorporated by reference.

Due to size of Final Site Plan it is has been provided to the Township separate from this Development Agreement and is incorporated by reference.



Facility Use Agreement  
JEL Concert Series – Summer 2025

Date of Agreement: March 25, 2025

Event: JEL Concert Series, Ford Lake Park, Aug 1,8,15,22,29, 2025

Organizer: John E. Lawrence

Owner: Charter Township of Ypsilanti, 7200 S. Huron River Dr. Ypsilanti, MI 48197

1. Purpose. This Facility Use Agreement (the "Agreement") outlines the terms and conditions between John E. Lawrence Community Entertainment, a Michigan domestic non-profit corporation ("JEL"), and the Charter Township of Ypsilanti ("TWP") for the use of Ford Lake Park and the facilities contained therein for a JEL Concert Series.
2. Scope of Use. JEL Concert Series is hosting the Event, to take place August 1, 8, 15, 22, 29, 2025 at Ford Lake Park, with further details provided in the attached Schedule, (attach schedule) incorporated as part of this Agreement. The parties agree to the following scope:
  - 2.1. Priority Event Use. JEL Concert Series shall have priority use of the park during the Event Dates. The TWP may allow other events in the Park on these dates as long as they do not interfere with the JEL Concert Series.
  - 2.2. Transportation. Transportation of all guests anywhere in the park to the stage area will be the responsibility of the JEL Concert Series. The TWP may provide additional "rides with the TWP golf carts" for visitors with special needs if so available. JEL Concert Series shall announce the traffic flow and the schedule of the transportation of their choosing to all visitors in an attempt to avoid any confusion.
  - 2.3. Right of Inspection. The TWP shall have the right to inspect its facilities being used by JEL Concert Series. JEL Summer Concert Series shall be responsible for ensuring that all Event sponsor activities follow TWP Park rules and ordinances.
  - 2.4. Conformance with Rules and Regulations. JEL Concert Series acknowledges that the TWP is subject to the Michigan Department of Natural Resources (DNR) and FERC guidelines on Park and lake access, including TWP ordinances as they pertain to the use of TWP parks and facilities. Additionally, JEL Concert Series and its partners, sponsors, and vendors shall abide by the laws of Michigan and the United States, and shall not violate municipal ordinances, including no alcohol or smoking in the parks. The TWP reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its discretion to be objectionable or contrary to community interests; JEL Concert Series hereby consents to the exercise of such authority by the TWP.

### 3. Rental Fees and Expenses

- 3.1. Parking Fees. JEL Concert Series and the TWP shall mutually agree upon reasonable Parking Fees for the Event. The JEL Concert Series shall retain \$15.00 of every \$20.00 collected per car. The TWP shall retain \$5.00 of every \$20.00 per car from the Parking Fees. The TWP shall provide 10 free parking spaces for staff and entertainment of the JEL Concert Series. The TWP shall manage Event parking and shall be responsible for any associated parking expenses, including providing parking passes or designated spaces. The TWP will have full authority to determine who is admitted to the park during the JEL Concert Series.
- 3.2. Event Expenses. The TWP shall be responsible for associated JEL Concert Series expenses, including service expenses for extra trash removal service, field paint, porta johns and additional safety equipment. Such JEL Concert Series expenses do not include TWP staff wages or other normal or ongoing TWP expenses or fees that do not directly result from the JEL Concert Series. However, the JEL Concert Series will be responsible for cleaning up all trash on field and disposing of garbage in the Dumpster located on the premises before 8 am the day after the Concert Series. The JEL Concert Series will be responsible for taking down all JEL Concert Series promotions placed throughout the park after each concert.

### 4. Obligations of JEL Concert Series

- 4.1. Proof of Insurance. The JEL Concert Series shall provide proof of insurance naming TWP as an additional insured on its policies for the Event no later than thirty (30) days prior to the start of the Event Dates.
- 4.2. Food Trucks and Vendors Shall be subject to admission based on the pre-approval of the TWP. This will include all food trucks having approval from the Washtenaw County Mobile Food Service Unit (MFSU) and a valid State of Michigan Health Department license as well as the additional registration from the TWP planning department, per the guidelines. JEL Concert Series will provide a list of its vendors to the TWP for access and security reasons. The cut off time for food trucks and vendors to enter is 5pm without exception. The JEL Concert Series will keep 100% of fees associated with the monies made from Food Trucks or Vendors.
- 4.3. TWP Inclusion in Event Planning. JEL Concert Series will include TWP staff in relevant Event planning meetings.
- 4.4. TWP Activation Space. If JEL Concert Series sponsors are allocated booths or activation space, JEL Concert Series shall afford the TWP the same opportunity. The TWP acknowledges that if it chooses to take advantage of such an opportunity,

it is responsible for building out and staffing the allocated booth or activation space.

- 4.5. Safety. The JEL Concert Series shall contract with local law enforcement to ensure Event details are communicated and any needed plans are in place to meet Event safety and community needs. Must have Police presence on site from 6:30 pm until park is empty of visitors. Safety plan will need to be submitted to the TWP sixty (60) days prior to the event for approval.

## 5. Obligations of the TWP

- 5.1. Park and Facilities Access. The TWP will provide access to the Park and Grounds, including, parking spaces/areas, and use of onsite administrative building. The TWP may maintain the use of all rooms in onsite administrative buildings being thoughtful of the main rooms usage with entertainers. No JEL Concert Series equipment may be stored in the park or in the buildings in the park overnight. The garage may only be used by JEL Concert Series for the storage of signs and banners.
- 5.2. Activities & Temporary Structures. The TWP shall allow the JEL Concert Series to have a stage, sound system and video system in place for the nights of the JEL Concert Series. These items must be removed from the premises the same night.
- 5.3. Maintenance. The TWP shall be responsible for the general maintenance of the Park, including:
  - a. Dumpster Removal/Trash Receptacles– replacing dumpster as needed, adding additional trash receptacles to meet increased needs of the JEL Concert Series.
  - b. Maintaining any onsite restrooms and all temporary restrooms onsite for JEL Concert Series usage.
  - c. Maintaining all common areas, including parking lots and parking areas.
  - d. Goose mitigation and Mosquito eradication

## 6. Term and Termination

- 6.1. Termination. Either party may terminate this Agreement with immediate effect:
  - a. Upon mutual written consent of both parties.
  - b. With thirty (30) days written notice to the other party if more than sixty (60) days from the Event Dates.

## 7. Insurance

7.1. Insurance. JEL Concert Series shall at all times during the term of this Agreement maintain in effect general public liability insurance covering the CHARTER TOWNSHIP OF YPSILANTI. The Charter Township of Ypsilanti STRICTLY adheres to the insurance requirements. These insurance requirements shall not be waived for any reason. The minimum amount of the policy shall be \$1,000,000 general liability per occurrence. Please read carefully the required insurance that must be obtained. The Charter Township of Ypsilanti shall be named as an additional insured on such policy and shall be entitled to at least a thirty day (30) day notice of cancellation or changes of any kind.

The wording on the policy MUST read:

“...The Charter Township of Ypsilanti and its past, present and future elected officials, trustees, appointed commissions and board, agents and employees shall be named as “additional insured” on the General Liability policy with respect to (event, dates, times and location).

JEL Concert Series acknowledges this may require any additional cost to its current policy or an additional policy, either of which could result in extra cost from its insurance carrier.

## 8. General Provisions

8.1. Amendments. This Agreement may only be amended in writing and signed by both parties.

8.2. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

In witness thereof, the Parties have caused this Agreement to be duly executed as of the Date of Agreement and are legally bound hereto.

For the John E. Lawrence  
Community Entertainment:

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

Name: John E. Lawrence

Title: President

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

For the TWP:

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

Name: Brenda L. Stumbo

Title: Supervisor

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

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

Name: Debra A. Swanson

Title: Clerk

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

**CHARTER TOWNSHIP OF YPSILANTI**  
**Resolution No. 2025-12**

**PROPOSITION A**

**Fire Protection, Prevention, Rescue Services and  
Equipment Reserves Millage**

**WHEREAS**, it is necessary to levy the millage allocated to the Charter Township of Ypsilanti in order to provide services as it pertains to fire protection, prevention, rescue services, and equipment reserves; and

**WHEREAS**, the Ypsilanti Township Board desires to pay for said services only if approved by the voters of Ypsilanti Township.

**NOW THEREFORE BE IT RESOLVED**, that the following proposition be placed on the ballot for an election to be held on the 5<sup>th</sup> Day of August, 2025.

**PROPOSITION A**

**Fire Protection**

**PROPOSITION TO AUTHORIZE THE RENEWAL AND RESTORATION OF  
3.1250-MILLS FOR THE PURPOSE OF PROVIDING FIRE PROTECTION,  
PREVENTION, RESCUE SERVICES, AND EQUIPMENT RESERVES**

“Shall the limitation on taxes which may be imposed each year for all purposes on real and tangible property in the Charter Township of Ypsilanti, Washtenaw County, Michigan, be increased as provided by section 6 Article IX of the Constitution of Michigan, 1963, and the board of trustees be authorized to levy a tax not to exceed 3.1250-mills (\$3.1250 per \$1000 of state equalized valuation) on the taxable value of such property for a period of four years beginning with the levy made on December 1, 2025 (which will generate estimated revenues of \$5,832,329.00 in the first year) for the purpose of providing revenues for fire protection, prevention, rescue services, and equipment reserves? Of the 3.1250 mills, 3.0627 represents a renewal of that portion of a 3.1250 mills authorization previously approved by electors as reduced by operation of the Headlee Amendment, and 0.0623 represents new millage in the amount equal to the amount reduced by operation of the Headlee Amendment.”

**BE IT FURTHER RESOLVED** that this resolution shall supersede any previously adopted resolutions.

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2025-12 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 15, 2025.

\_\_\_\_\_  
Debra A. Swanson, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI**  
**Resolution No. 2025-13**

**PROPOSITION B**

**Police Services  
Millage**

**WHEREAS**, it is necessary to levy the millage allocated to the Charter Township of Ypsilanti in order to provide services as it pertains to law enforcement services; and

**WHEREAS**, the Ypsilanti Township Board desires to pay for said services only if approved by the voters of Ypsilanti Township.

**NOW THEREFORE BE IT RESOLVED**, that the following proposition be placed on the ballot for an election to be held on the 5<sup>th</sup> Day of August, 2025

**Proposition B**

**Police Services**

**PROPOSITION TO AUTHORIZE THE RENEWAL AND RESTORATION OF  
5.7000-MILLS FOR THE PURPOSE OF PROVIDING LAW ENFORCEMENT  
SERVICES, COMMUNITY POLICING/NEIGHBOR WATCH, AND  
ORDINANCE ENFORCEMENT**

“Shall the limitation on taxes which may be imposed each year for all purposes on real and tangible property in the Charter Township of Ypsilanti, Washtenaw County, Michigan, be increased as provided by section 6 Article IX of the Constitution of Michigan, 1963, and the board of trustees be authorized to levy a tax not to exceed 5.7000-mills (\$5.7000 per \$1000 of state equalized valuation) on the taxable value of such property for a period of four years beginning with the levy made on December 1, 2025 (which will generate estimated revenues of \$10,638,169.00 in the first year) for the purpose of providing revenues for law enforcement services, community policing/neighborhood watch, and ordinance enforcement? Of the 5.7000 mills, 5.5169 represents a renewal of that portion of a 5.7000 mills authorization previously approved by electors as reduced by operation of the Headlee Amendment, and 0.1831 represents new millage in the amount equal to the amount reduced by operation of the Headlee Amendment.”

**BE IT FURTHER RESOLVED** that this resolution shall supersede any previously adopted resolutions.

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2025-13 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 15, 2025.

\_\_\_\_\_  
Debra A. Swanson, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI  
Resolution No. 2025-14**

**PROPOSITION C**

**Recreation, Bike Path, Sidewalk, Roads, Parks,  
General Operations Fund Millage**

**WHEREAS**, it is necessary to levy the millage allocated to the Charter Township of Ypsilanti in order to provide services as it pertains to providing recreation/park facilities, bike paths, repair of sidewalks, roads and general operating purposes; and

**WHEREAS**, the Ypsilanti Township Board desires to pay for said services only if approved by the voters of Ypsilanti Township.

**NOW THEREFORE BE IT RESOLVED**, that the following proposition be placed on the ballot for an election to be held on the 5<sup>th</sup> Day of August, 2025

**Proposition C**

**Recreation, Bike Path, Sidewalk, Roads, Parks, General Operations Fund**

**PROPOSITION TO AUTHORIZE THE RENEWAL AND RESTORATION OF  
1.0059-MILLS FOR THE PURPOSE OF PROVIDING RECREATION/PARK  
FACILITIES, BIKE PATHS, REPAIR OF SIDEWALKS, ROADS, AND  
GENERAL OPERATING PURPOSES**

“Shall the limitation on taxes which may be imposed each year for all purposes on real and tangible property in the Charter Township of Ypsilanti, Washtenaw County, Michigan, be increased as provided by section 6 Article IX of the Constitution of Michigan, 1963, and the board of trustees be authorized to levy a tax not to exceed 1.0059-mills (\$1.0059 per \$1000 of state equalized valuation) on the taxable value of such property for a period of four years beginning with the levy made on December 1, 2025 (which will generate estimated revenues of \$1,877,357.00 in the first year) for the purpose of providing revenues for recreation/park facilities, bike paths, repair of sidewalks, roads, and general operating purposes? Of the 1.0059 mills, 0.9858 represents a renewal of that portion of a 1.0059 mills authorization previously approved by electors as reduced by operation of the Headlee Amendment, and 0.0201 represents new millage in the amount equal to the amount reduced by operation of the Headlee Amendment.”

**BE IT FURTHER RESOLVED** that this resolution shall supersede any previously adopted resolutions.

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2025-14 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 15, 2025.

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Debra A. Swanson, Clerk  
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI**  
**Resolution No. 2025-15**

**PROPOSITION D**

**Garbage, Refuse Collection, Recycling, Composting, Disposal of Solid Waste,  
Energy Conservation, Alternative Energy, Water Quality and Environmental  
Protection Millage**

**WHEREAS**, it is necessary to levy the millage allocated to the Charter Township of Ypsilanti in order to provide services as it pertains to garbage, refuse collection, recycling, composting, disposal of solid waste, energy conservation, alternative energy, water quality and environmental protection; and

**WHEREAS**, the Ypsilanti Township Board desires to pay for said services only if approved by the voters of Ypsilanti Township.

**NOW THEREFORE BE IT RESOLVED** that the following proposition be placed on the ballot for an election to be held on the 5<sup>th</sup> Day of August, 2025.

**Proposition D**

**Garbage, Refuse Collection, Recycling, Composting, Disposal of Solid Waste, Energy  
Conservation, Alternative Energy, Water Quality and Environmental Protection**

**PROPOSITION TO AUTHORIZE THE RENEWAL AND RESTORATION OF 2.4050-MILLS FOR THE PURPOSE OF PROVIDING GARBAGE, REFUSE COLLECTION, RECYCLING, COMPOSTING, AND DISPOSAL OF SOLID WASTE**

“Shall the limitation on taxes which may be imposed each year for all purposes on real and tangible property in the Charter Township of Ypsilanti, Washtenaw County, Michigan, be increased as provided by section 6 Article IX of the Constitution of Michigan, 1963, and the board of trustees be authorized to levy a tax not to exceed 2.4050-mills (\$2.4050 per \$1000 of state equalized valuation) on the taxable value of such property for a period of four years beginning with the levy made on December 1, 2025 (which will generate estimated revenues of \$4,488,561.00 in the first year) for the purpose of providing revenues for garbage, refuse collection, recycling, composting, and disposal of solid waste? Of the 2.4050 mills, 2.3571 represents a renewal of that portion of a 2.4050 mills authorization previously approved by electors as reduced by operation of the Headlee Amendment, and 0.0479 represents new millage in the amount equal to the amount reduced by operation of the Headlee Amendment.”

**BE IT FURTHER RESOLVED** that this resolution shall supersede any previously adopted resolutions.

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2025-15 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 15, 2025.

\_\_\_\_\_  
Debra A. Swanson, Clerk  
Charter Township of Ypsilanti

Motion to Amend the 2025 Budget (#5)

Move to increase the Bike, Sidewalk, Rec, Roads, General (BSRII) Fund budget by \$30,998 to \$2,321,100 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$20,348 to \$971,329 and approve the department line item changes as outlined.

**CHARTER TOWNSHIP OF YPSILANTI  
2025 BUDGET AMENDMENT # 5**

**APRIL 15, 2025**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**213 - BIKE, SIDEWALK, REC, ROADS GENERAL (BSRII) FUND** **Total Increase** \$30,998.00

Request to increase the budget for the purchase of two zero degree mowers for parks and grounds. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	<u>\$30,998.00</u>
			<u>Net Revenues</u> <u>\$30,998.00</u>
Expenditures:	Equipment	213-753-977.000	<u>\$30,998.00</u>
			<u>Net Expenditures</u> <u>\$30,998.00</u>

**249 - BUILDING DEPARTMENT FUND** **Total Increase** \$20,348.00

Request to increase the budget for the professional services provided by MuniVate to preform analysis, remodeling of permits and inspections and employee training for the BS&A Building software. The funds were originally budgeted from the contractual line ending in 818.000, however those funds will be needed for contracted inspectors. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	249-000-699.999	<u>\$20,348.00</u>
			<u>Net Revenues</u> <u>\$20,348.00</u>
Expenditures:	Professional Services	249-371-801.000	<u>\$20,348.00</u>
			<u>Net Expenditures</u> <u>\$20,348.00</u>

**AGREEMENT BETWEEN  
LOOKING GOOD LAWNS, LLC  
AND  
THE CHARTER TOWNSHIP OF YPSILANTI  
WASHTENAW COUNTY, MICHIGAN  
FOR HIGHWAY CLEAN-UP ABATEMENT SERVICES**

**This Agreement** is entered into effective the 1<sup>st</sup> day of April 2025 by and between the **Charter Township of Ypsilanti ( Township )** a Michigan municipal corporation, whose address is 7200 S. Huron River Dr, Ypsilanti MI 48197, and **Looking Good Lawns LLC ( Contractor)**, a Michigan Corporation, whose business facility is located at 1200 Ecorse Rd, Ypsilanti, MI 48198

The Township and the Contractor mutually agree to enact this contract for the dates of April 1, 2025, to November 1<sup>st</sup>, 2026, for services of Highway abatement,

**1. SCOPE OF WORK**

Ypsilanti Township will grant permission for work to begin upon contract agreement and authorization of both parties for the Trash clean-up of specified areas within Ypsilanti Township. Trash pickup will be on a monthly basis of **16 hours** of services dedicated to these Roads: I 94 Highway east and west shoulder from Michigan Ave to Rawsonville road, Willow Run exit from I 94 to Michigan Ave

Trash is disposed at Ypsilanti compost center 2600 E Clark or 1200 Ecorse Road, Contractors Location. Scrap Tires are disposed at Contractors Facility. Contractor will notify the Township of the start day and completion day of the monthly service, including pictures of Trash collected with the monthly invoice for services rendered after completion of work.

**2. HOLD HARMLESS AND INDEMNIFICATION**

The Contractor shall assume full responsibility for protection of all vehicles and workers and shall defend and save harmless the Charter Township of Ypsilanti against all damages or alleged damages or injury to any vehicles or individuals because of its operations. Additionally, the Contractor shall defend and hold the Charter Township of Ypsilanti, its past, present and future elected officials, appointed commissions and boards, employees, and agents harmless from all suits, claims, judgments and expenses including actual fees resulting or alleged to result from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Contractor or its employees and agents occurring in the performance of this agreement.

**3. TERMS OF AGREEMENT**

This contract is for the calendar years of 2025-2026 with no price change or adjustments for the term of the agreement. The Township may at its sole discretion, but is not obligated to, negotiate a renewal, and seek new bid pricing. The pricing for the Term of this Agreement for Highway Trash Abatement is administered at a per hour rate of **\$ 270** per hour from Looking Good Lawns LLC, resulting from Company usage of: equipment, employee & labor cost, administrative cost fees. The Contractor will

charge for **16 hours of monthly service with 4 men, 1 State Trucks & Dump Trailers for Trash removal totaling \$ 4,320 for services rendered per month.** Annual Time is 112 hour & Annual Cost of Trash Collection is **\$ 30,240. 16 hours per month are dedicated to highway & Months of service are from April 1<sup>st</sup> To November 1<sup>st</sup> . See Attachment A**

**4. STATUS OF CONTRACTOR.** It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to work done under this Agreement. The Contractor is, in no respect, an agent, servant, or employee of the Township.

**5. COMPENSATION OF THE CONTRACTOR**

The Contractor shall be paid based on time spent, services and materials used for the 2025-26 season Highway Trash Abatement, at the rate and prices specified in section 3. "Payment will be made to the Contractor in a timely manner after the receipt of Contractor's invoice and after services are rendered."

**6. INSURANCE**

During the term of this agreement, the Contractor agrees to procure and maintain in effect insurance policies in the amounts and with the types of coverage show below:

- 1. Workers Compensation Insurance** the form and amount required by Michigan Law.
- 2. Commercial General Liability Insurance** on an "Occurrence Basis" with the limits of liability not less than \$ 1,000,000 per occurrence and/or aggregate combined single limit, personal injury and property damage.
- 3. Motor Vehicle Liability Insurance** Including Michigan No-Fault Coverage, with limits of liability of not less than \$ 1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non- owned vehicles, and all hired vehicles.

The Contractor shall submit to the Township the "Certificate of Insurance" naming "The Charter Township of Ypsilanti", and its past, present and future elected officials as "Additional Insured" on the aforementioned liability policies with respect to the services provided under this Agreement. This Certificate of Insurance shall be submitted to the Township at the time said Agreement is approved by the Township.

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**7. WARRANTIES OF THE CONTRACTOR**

The Contractor warrants that the quality of its service under this agreement shall conform to the level of professional quality performed by equivalent local contractors and maintenance personnel. The contractor warrants that it has the skills, experience, and equipment necessary to perform the services it is to provide pursuant to this agreement.

**8. OBLIGATIONS OF THE TOWNSHIP**

The Township shall notify the Contractor of any trouble spots of high importance needing attention immediately outside the Contractor's normal monthly route trash pickup. Likewise, the Township will give the Contractor at least five calendar days to satisfy the notified area.

#### **9. ASSIGNMENT**

The Contractor shall not subcontract or assign any portion of the Highway & Street Trash removal services to any other Contractor; services will be the sole responsibility of Looking Good Lawns LLC.

#### **10. NOTICE**

All notices, and submissions required under this agreement shall be by personal delivery or by first-class mail, postage, to the address stated in this agreement or such other address as either may designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Contract Administrator or placed in the U. S. mail, postage prepaid to the administrating department, care of the Contract Administrator.

#### **11. CHOICE OF LAW**

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the contractor and Township agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

#### **12. CONFLICT OF INTEREST**

Contractor certifies that it has no financial interest in the services provided under this agreement other than the compensation specified herein, Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the services described under this agreement.

#### **13. SEVERABILITY PROVISIONS**

Whenever possible, each provision of this agreement will be interpreted in a manner so as to be effective and valid under the applicable law. However, if any provision of this agreement of the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to the other parties and circumstances.

#### **14. EXTENT OF THE AGREEMENT**

This agreement, including the pricing and hours of Contractor, represents the entire understanding between the Township and the Contractor, and it supersedes all prior representations or agreements

whether written or oral. Neither party has relied on any prior representations of any kind or nature, in entering into this agreement. This agreement may be altered and amended or modified only by mutual agreement and written amendment signed by both the Contractor and Township.

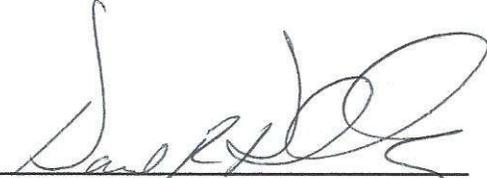
**15. TERMINATION OF THE AGREEMENT**

This agreement may also be terminated by either party upon thirty (30) days of written notice.

The Township shall provide notice of termination by first-class mail to the Contractor at the address listed in the documents. If the contract agreement is terminated for reasons "other than "breach of contract by the Contractor, the Contractor shall be compensated for the services provided prior to the date of notice of termination.

**4. CONTRACT AUTHORIZATION ENACTMENT**

**LOOKING GOOD LAWNS, LLC.**

By:   
David Dillion, Title

Date: 4/7/25

**CHARTER TOWNSHIP  
OF YPSILANTI**

By: \_\_\_\_\_  
Brenda L Stumbo, Supervisor

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

By: \_\_\_\_\_  
Debra A. Swanson, Clerk.

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

## MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the "*Agreement*"), dated ~~2/18/2025~~ <sup>4/15/2025</sup> (the "*Effective Date*") is by and between Charter Township of Ypsilanti (the "*Customer*") and RNA Michigan Holdings, LLC (the "*Service Provider*"). Each of the Customer and the Service Provider may be referred to herein as a "*Party*" and together as the "*Parties*").

WHEREAS, the Service Provider is in the business of providing the services further described herein and in accordance with the terms and conditions in this Agreement; and

WHEREAS, Customer desires to retain Service Provider to provide such services pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **Term.** Unless terminated earlier pursuant to Section 14 of this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue for a period of [24] months (the "*Initial Term*").

2. **Services.**

2.1 **Base Services.** The Service Provider shall provide the services described in the scope of work attached hereto as Exhibit A (the "*Base Services*") at the Customer's Locations (as defined below). The Service Provider shall provide all necessary labor, chemicals, supplies, tools and equipment, and transportation as required to perform the Base Services. Service Provider shall be responsible for the provision, repair, and maintenance of all tools and equipment it is required to supply under the terms of this Agreement for the Base Services.

2.2 **Contract Extra Services.** From time to time throughout the Term of this Agreement, the Customer and the Service Provider may enter into one or more additional work or purchase orders, which after receipt and acceptance by the Service Provider (whether written or electronic), the Service Provider shall perform any of the Contract Extra Services listed on Exhibit B (the "*Contract Extra Services*") at such Customer Locations as agreed to by the Parties, regardless of whether the Service Provider provides Base Services for such Location. The Service Provider shall provide all necessary labor, chemicals, supplies, tools and equipment, and transportation necessary to perform the Contract Extra Services, which shall be provided on the terms and subject to the conditions set forth herein.

2.3 **Quoted Extra Services.** From time to time throughout the Term of this Agreement, upon the request of the Customer, the Service Provider shall provide an estimate (whether written or electronic) to the Customer (at no charge to the Customer) of the price for any extra services ("*Quoted Extra Services*," together with the Base Services and Contract Extra Services, the "*Services*") listed on Exhibit B, for any Customer Location. After Customer's receipt of Service Provider's estimate for Quoted Extra Services, the Customer may submit a work or purchase order to the Service Provider for the provision of the Quoted Extra Services, and after the Service Provider's receipt and acceptance thereof (whether written or electronic), the Service Provider shall perform the Quoted Extra Services on the terms and subject to the conditions set forth herein. The Service Provider shall provide all necessary labor, chemicals, supplies, tools and equipment, and transportation necessary to perform the Quoted Extra Services.

**2.4 Non-Exclusivity of Services.** Nothing herein shall be construed as prohibiting Service Provider or any of its Subcontractors or affiliates from providing Services to, or entering into services agreements with any other entity or person so long as the Services provided pursuant to this Agreement are provided in a manner consistent with Service Provider's obligations are not materially impaired.

**3. Locations.**

**3.1 Base Services Locations.** The Service Provider shall provide the Base Services at the locations listed on Exhibit A attached hereto (the "***Base Services Locations***").

**3.2 Contract Extra Services Locations.** The Service Provider shall provide the Contract Extra Services at the locations listed on Exhibit B attached hereto (the "***Contract Extra Services Locations***").

**3.3 Quoted Extra Services Locations.** The Service Provider shall provide the Quoted Extra Services at the locations listed on Exhibit C attached hereto, or as otherwise agreed to in such work or purchase orders executed by the Parties, which shall each be thereby incorporated into Exhibit C of this Agreement upon the execution thereof (the "***Quoted Extra Services Locations***," together with the Base Services Locations, and the Contract Extra Services Locations, the "***Locations***").

**3.4 Location Changes.** At any time, and from time to time during the Term, (i) upon the mutual agreement (whether written or electronic) of the Parties, the Service Provider may provide Services at additional Locations, on the terms and subject to the conditions of this Agreement; and (ii) the Customer may terminate Services at any Location. In each such circumstance (i) or (ii) above, the Parties shall amend such Exhibit reflecting such Services to accurately reflect the Locations at which the Services to be provided by the Service Provider which shall not modify any of the other terms and conditions of this Agreement.

**4. Pricing; Sales Tax; Modification.**

**4.1 Pricing.** As consideration for the Services to be provided by the Service Provider and other obligations during the Term, except as modified either pursuant to Section 4.3 below or as mutually agreed by the Parties in a written amendment to this Agreement, the Customer shall pay to Service Provider the amounts set forth (i) in Exhibit A, as amended from time to time, for Base Services, (ii) in Exhibit B, as amended from time to time, for Contract Extra Services, and (iii) in Exhibit C, as amended from time to time, for Quoted Extra Services.

**4.2 Sales Tax.** The Parties acknowledge that the amounts listed on Exhibits A, B and C do not include state or local sales, use, excise, or other transaction-based taxes imposed on the sale of the Services ("***Sales Taxes***"). The Service Provider may add applicable Sales Taxes as separately itemized charges to the amounts listed on Exhibits A, B and C. The Customer is solely responsible for payment of all Sales Taxes, including reimbursing the Service Provider for assessments of applicable Sales Taxes that neither Party pays at the time of sale of the Services. The Customer will provide to the Service Provider any resale, exemption, or direct pay certificate or other documentation required or authorized by applicable state law to substantiate an exemption from Sales Taxes for any Services otherwise subject to Sales Taxes. If either Party becomes subject to a Sales Tax compliance audit that examines sales of Services pursuant to this Agreement, the Parties will cooperate as reasonably necessary to defend their Sales Tax treatment of sales of Services.

**5. Invoicing & Payment Terms; Credits; Late Fees.**

**5.1 Invoicing & Payment Terms.** Service Provider shall submit invoice(s) for the Services performed to Customer monthly (except as otherwise specified pursuant to a purchase or work order for Services). Customer agrees to pay to Service Provider, within forty-five (45) days after receipt of Service Provider's invoice.

**5.2 Credits.** Customer shall have the right to invoice Service Provider for any reasonable expenses it incurs and documents with respect to damage to store fixtures, displays or other property caused by Service Provider's provision of the Services including by a Subcontractor of the Service Provider. Service Provider shall pay the invoice, or apply a credit to its own successive invoice to Customer, within thirty (30) days of Service Provider's receipt of the invoice. Any and all deductions by Customer from the amount of an invoice presented by Service Provider that are not set forth in this Agreement shall be approved by Service Provider in writing or by electronic mail prior to Customer's deduction of such amount from any such invoice.

**6. Work Standards, Personnel, Safety & Compliance.**

**6.1 Service Quality.** Service Provider shall provide the Services at the Locations in a professional, prompt, and safe manner consistent with the terms of this Agreement, industry standards, and any and all applicable laws. Service Provider's (i) workmanship with respect to the Services, and (ii) use of chemicals and equipment that are provided under this Agreement, both shall be of a quality and grade that is consistent with accepted industry standards applicable to similar services and products respectively.

**6.2 Personnel.**

a. *Floor Crew Personnel.* Service Provider shall employ or otherwise engage only competent and satisfactory personnel and Subcontractors, and shall supply sufficient labor to perform the Services in a manner that is efficient and in all respects meets the obligations of the Service Provider pursuant to this Agreement and is consistent with industry standards and the law. If the Service Provider is notified by the Customer that any individual engaged by it to perform the Services is, in Customer's reasonable opinion, unsatisfactory for any reason, Service Provider shall provide a suitable and competent replacement. If required by the Customer, Service Provider agrees that its employees and Subcontractor personnel shall wear attire and/or display or carry lanyards or badges that identifies such individuals as personnel or of the Service Provider or its Subcontractors when at the Locations for purposes of providing the Services.

b. *Supervisory Personnel and Service Provider Contacts.* Service Provider shall provide a list of contact information for its field supervisory personnel, customer service contact, and emergency hotline number for the Customer and update these contacts and telephone numbers as required through the Term. Service Provider's managerial personnel shall conduct regular inspection and supervision of the Services being performed by the Service Provider's employees at the Locations and shall ensure that personnel of any Subcontractor are providing services consistent with the terms of this Agreement and industry standards.

c. *Worker Eligibility.* The Service Provider shall comply with all laws and regulations applicable to worker eligibility and will require that any Subcontractors to comply with same.

d. *Training and Personal Protective Equipment.* The Service Provider (i) shall provide its employees with all proper training (including hazard communication training and hazardous materials handling training, where applicable), and (ii) if applicable, shall provide to its employees any personal protective equipment necessary to perform the Services in a manner

that is consistent with industry standards and any applicable laws or regulations. The Service Provider shall also ensure that all personnel of any Subcontractor are appropriately trained and equipped with personal protective equipment consistent with applicable law and industry standards.

### **6.3 Compliance & Safety.**

a. *Compliance with Rules & Regulations.* During its performance of the Services, Service Provider and its Subcontractors, if applicable, shall (i) take all reasonable safety precautions in compliance with all applicable federal, state and local laws, rules, regulations and requirements, including all Occupational Safety and Health Administration (“*OSHA*”) and state equivalent safety laws, regulation, rules, orders, and ordinances, (ii) place floor service warning signs or cones throughout the work area for safety in a manner consistent with industry standards, (iii) maintain all burnishers such that they operate at or below the current OSHA permissible limits for carbon monoxide emissions, (iv) take all reasonable precautions consistent with industry standards to avoid damage to store fixtures, refrigerated cases or displays, and (v) comply with all safety rules and policies of the Customer that apply to the Services and about which the Customer has informed the Service Provider.

b. *Licenses and Permits.* The Service Provider agrees to obtain, and require that its Subcontractors obtain, all licenses and permits required by applicable law to perform the Services. It is understood and agreed that the Customer shall have no obligation to pay for any and all such fees and charges required by law to obtain and maintain such permits or licenses unless otherwise specifically set forth in this Agreement.

c. *Notification of Unsafe Conditions.* The Service Provider shall notify Customer immediately of any unsafe working condition at any Location observed by Service Provider, its employees or Subcontractors, and shall not be required to continue to work in any unsafe area until such condition is corrected or otherwise ceases to exist.

d. *Hazardous Waste.* Service Provider agrees that all hazardous waste, as defined by the regulations promulgated pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (“*RCRA*”), which Service Provider or its Subcontractors may generate at a Location during or in connection with the Services, shall be promptly transported off-site and disposed of, treated or stored in accordance with all governmental statutes, rules and regulations applicable to the generation, transportation, treatment, storage or disposal of hazardous waste.

e. *Chemicals.* Service Provider hereby warrants that all chemicals used in the provision of the Services, if provided to Customer pursuant to this Agreement, (i) will be of a quality and grade consistent with accepted industry standards applicable to similar products used in providing similar services, and (ii) shall be in compliance with all applicable federal, state, and local laws, rules, regulations and requirements.

**7. Company Obligations.** Customer agrees to comply with all reasonable requests made by Service Provider with regard to the performance of the Services so that Service Provider may provide the Services consistent with applicable laws, industry standards, and its obligations pursuant to this Agreement.

**7.1 Information.** Customer shall provide to Service Provider any data and specifications regarding the Locations that may be reasonably required and requested by Service Provider for the purposes of performing its obligations under the terms of this Agreement. In addition, Customer shall assist Service Provider in obtaining any such data that Customer cannot provide directly.

**7.2 Access.** Customer shall schedule with Service Provider reasonable and adequate times at which Customer will provide access to the Locations so that Service Provider may provide the

Services. The Service Provider will not be required to perform any strips or scrubs while the Locations are open for business, except in Locations open twenty-four (24) hours daily. To allow for completion of the Services by Service Provider, Customer shall move any and all merchandising and mobile displays, and other obstacles off the floor area to allow the cleaning of such area by Service Provider and shall return such obstacles to the floor area after the area is clean. In closed Locations during shift hours, Customer covenants and agrees that if the Location is locked, Service Provider employees and/or Subcontractors shall have access to an emergency exit at all times.

**7.3 Notification of Injury and/or Damage.** Customer shall promptly notify Service Provider of all injuries to persons and damage to property that is in any way related to the performance of the Services under this Agreement. Customer shall provide such notification to Service Provider immediately after the Customer's notice of the occurrence of such injury or damage, but, in any event, such notification shall be within one business day following Customer's notice of such injury or damage. Customer will provide Service Provider with any security videos, internal reports or any other investigative information gathered by Customer upon request.

**8. Reports.** Service Provider shall provide monthly quality control and periodic reports to Customer as agreed upon by the Parties.

**9. Independent Contractor Status.** Although Service Provider's performance of the Services under this Agreement are subject to Customer's approval, the Service Provider shall be solely responsible for determining the methods, details, and means of performing the Services, and will not be under the direct supervision or control of Customer. The Service Provider shall be fully responsible for and will perform all Services under this Agreement as an independent contractor only, and not as an employee or agent of, or in joint venture with, the Customer. Service Provider shall have no authority to represent or bind Customer except unless and only to the extent specifically provided in this Agreement. The individuals furnished by Service Provider to provide the Services shall remain Service Provider's employees or Subcontractors and shall neither be, nor construed to be, employees of Customer. Service Provider, its employees and agents shall not be entitled to any of the fringe benefits or employee benefits provided by Customer to its employees including, but not limited to, employee benefits under any Customer profit sharing or group insurance plans.

**10. Subcontractors.** The parties agree that Service Provider may subcontract all or a portion of its obligations under this Agreement to Service Provider's independent subcontractors, agents, and licensees (collectively, "**Subcontractors**"); provided, however, that such subcontracting shall not relieve Service Provider of any of its obligations under the terms of this Agreement including to provide the contracted Services at all times consistent with the terms of this Agreement. Service Provider shall be responsible for the performance of its obligations by any Subcontractor in the same manner as its own performance. Service Provider shall bear the risk of nonperformance by a Subcontractor, including, but not limited to, failure to remit required documents or reports or provide required tools and equipment. The Service Provider shall require that all Subcontractors providing Services to the Customer on the Service Provider's behalf pursuant to this Agreement, perform such Services only for the purposes specified in this Agreement. The Service Provider shall ensure that each Subcontractor, providing Services to the Customer will honor all the Customer's rules and regulations about which Customer has informed Service Provider, including the conduct and attire of the Subcontractor's employees while at the Locations as set forth in this Agreement. Upon reasonable notice to Service Provider and a reasonable period of time in which to effect the change requested by Customer, Customer may reject any Subcontractor selected by Service Provider for any valid and lawful reason by providing written notice to Service Provider of such rejection, and upon Service Provider's receipt of such rejection notice, Service Provider shall cease using such Subcontractor for the performance of the Services at the Locations as soon as reasonably practical; *provided, however*, the Service Provider shall immediately cease using such Subcontractor for the performance of the Services if Customer's rejection of such Subcontractor is due to such Subcontractor's theft of property or money,

drinking alcohol on the job, or performance of the Services while under the influence of drugs or alcohol. The Customer acknowledges and agrees that the Service Provider and Subcontractor relationships are the valuable intellectual property of Service Provider and agrees neither to, nor seek to: (i) engage, hire, or contract with, any of the Service Provider's Subcontractors, principals, or employees; (ii) interfere with Service Provider's relationships in any way; or (iii) solicit confidential information from any such persons set forth in clause (i) of this Section 10 above. This paragraph shall survive any termination of this Agreement.

**11. Indemnification.** directors, officers, employees, representatives and advisors

**11.1 Indemnification.** Each Party (the "*Indemnifying Party*") agrees to indemnify, defend and hold harmless the other Party and the other Party's respective officers, directors, managers, employees, subcontractors, advisors, affiliates, equity holders, and agents (collectively, "*Affiliates*"), and their respective successors and assigns (each an "*Indemnified Party*"), from, against and in respect of, any claims, losses, costs, damages, payments, including reasonable attorneys' fees and expenses, fines, penalties, liabilities (collectively, "*Losses*"), incurred or suffered by such Indemnified Party with respect to any and all claims, controversies, legal actions and proceedings brought by or on behalf of any third party arising out of or in any way related to the negligence or willful misconduct of the Indemnifying Party or its employees, agents or independent contractors in connection with the performance of this Agreement, with such indemnification obligation in proportion to the relative culpability of the Indemnifying Party and Indemnified Party if both are culpable in part. The Indemnifying Party shall pay (or, if paid by the Indemnified Party, reimburse such Indemnified Party) for all fees and expenses (including, without limitation, attorneys' fees and charges for the time of Indemnified Party professional employees at their then current rates) incurred by any such Indemnified Party in connection with investigating, preparing, or defending any such action, proceeding, or claim, whether or not in connection with pending or threatened litigation in which any Indemnified Party is a party. The Indemnifying Party will not, however, be responsible for any Losses which result from any compromise or settlement not approved by the Indemnified Party or which are determined by a final and non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of any Indemnified Party. **Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to the Charter Township of Ypsilanti.**

**11.2 Non-Disclosure.** The Parties' agreement to indemnify the other Party pursuant to this Section 11 shall not be disclosed publicly nor be made available to third parties by either Party hereto without the other Party's prior written consent unless otherwise required by law.

**11.3 Notice.** In the event that any action or proceeding is brought against any Indemnified Party in respect of which indemnity may be sought from the Indemnifying Party pursuant to this Section 11, or if an Indemnified Party receives notice from any potential litigant of a claim which such person reasonably believes will result in the commencement of any such action, proceeding or claim, such Indemnified Person shall promptly notify the Indemnifying Party in writing of the commencement of such action or proceeding, or the existence of any such claim, but the failure to notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Party demonstrates that the defense of such action is prejudiced by the Indemnified Party's failure to give such notice.

**11.4 Limitation on Liability.** Notwithstanding anything contained in this Agreement to the contrary, in no event shall either Party or any of its affiliates or any of their Affiliates be liable to the other Party under any theory of tort, contract, strict liability, or other legal or equitable theory for lost profits, exemplary, punitive, special, indirect or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party has been advised of the possibility of such damages. **NOTWITHSTANDING ANYTHING ELSE**

CONTAINED IN THIS AGREEMENT TO THE CONTRARY, UNLESS CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM LIABILITY OF THE PARTIES, AND SUCH PARTY'S AFFILIATES, AND ANY OF THEM, TO THE OTHER PARTY AND ANYONE CLAIMING BY OR THROUGH SUCH OTHER PARTY, FOR ANY LOSSES WHATSOEVER SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO THE SERVICE PROVIDER UNDER THIS AGREEMENT DURING ANY YEAR OF THE TERM HEREOF UNLESS SUCH AMOUNTS ARE ACTUALLY PAYABLE UNDER ANY INSURANCE POLICY. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION, HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, THE SERVICE PROVIDER PROVIDES ALL PRODUCTS AND SERVICES "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, OR IMPLIED AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

**11.5 Survival.** The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

## **12. Insurance.**

**12.1 Employers Liability and Workers Compensation.** During the term of this Agreement, Service Provider shall maintain in full force and effect one or more policies of Employer's Liability insurance which have limits of coverage of not less than One Million Dollars (\$1,000,000), and Worker's Compensation insurance within the limits as prescribed by applicable law.

**12.2 General Liability.** During the term of this Agreement, Service Provider shall maintain in full force and effect one or more policies of Commercial General Liability insurance, which includes coverage that is customary for comparably situated companies for the business being conducted by the Service Provider. Such policy or policies shall be issued by an insurance Customer having an A-rating by A.M. Best, shall have coverage for personal and bodily injury and property damage of at least Two Million Dollars (\$2,000,000.00) for each occurrence. Customer shall be endorsed as an additional insured on such policy or policies and the policy or policies shall allow for Service Provider to waive subrogation against Customer.

**12.3 Automobile Liability.** During the term of this Agreement, Service Provider shall maintain in full force and effect one or more policies of Automobile Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined for each occurrence. Customer shall be endorsed as an additional insured on such policy or policies and the policy or policies shall allow for Service Provider to waive subrogation against Customer.

**12.4 Excess Liability (Umbrella) Liability.** During the term of this Agreement, Service Provider shall maintain in full force and effect one or more Excess Liability (Umbrella) Liability insurance of not less than Three Million Dollars (\$3,000,000.00) per occurrence and in the aggregate. Customer shall be endorsed as an additional insured on such policy or policies and the policy or policies shall allow for Service Provider to waive subrogation against Customer.

**12.5 Sole Liability for Premium.** The insurance coverage required to be maintained by Service Provider under the provisions of this Section 12 shall be maintained without the right of contribution from Customer's policies of insurance. Notwithstanding anything herein to the contrary, Customer shall not be liable for any premiums or costs of insurance or indemnification and defense incurred by the Service Provider to fulfill the insurance coverage requirements under this Section 12.

**12.6 Verification of Coverage.** Service Provider shall furnish to Customer a certificate of insurance which verifies the terms and coverage of the insurance policies that Service Provider has in force under the terms of this Agreement, all persons insured, including Customer as an additional insured, and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days' advance written notice to Customer. Service Provider shall also furnish to Customer a certificate of insurance upon each renewal of this Agreement or in the event that Service Provider's insurance coverage is modified or changed in any way.

**12.7 Subcontractor Insurance.** Service Provider shall require and verify that all Subcontractors provide insurance coverage and limits identical to the insurance required of Service Provider pursuant to Section 12 of this Agreement, unless such requirement is expressly modified or waived by the Customer.

### **13. Confidentiality; Non-Interference.**

**13.1 Non-Interference.** From and after the date hereof and continuing for a period of one (1) year following the termination of this Agreement, Customer shall not, directly or indirectly, without the express written consent of a duly authorized officer of the other the Service Provider (a) induce or attempt to induce any employee or an independent contractor, Subcontractor or consultant of the Service Provider or its Affiliates with whom the Customer had contact pursuant to this Agreement to leave the employ of the Service Provider or its Affiliates, as applicable, or to discontinue the business relationship between the Service Provider and any of its independent contractors (b) in any way interfere with the relationship between the Service Provider and any employee of the Service Provider with whom the Customer had contact pursuant to this Agreement or in any way interfere with the relationship between the Service Provider and any independent contractor, Subcontractor or consultant of the Service Provider or its Affiliates, as applicable, with whom the Customer did not have a pre-existing relation prior to the Effective Date, (c) employ, or otherwise engage as an employee, independent contractor, consultant, or Subcontractor, or otherwise, any employee of the Service Provider with whom the Customer had contact pursuant to this Agreement, or (d) use information provided to the Customer pursuant to this Agreement to induce or attempt to induce any customer, consultant, independent contractor, Subcontractor, landowner, supplier, licensee, or business relation of Service Provider or its Affiliates to cease doing business with the Service Provider or its Affiliates, or in any way interfere with the relationship between any customer, supplier, licensee, or business relation of the Service Provider, or its Affiliates. Nothing in this Section 13.2 shall preclude Customer from discussing employment with or hiring an employee of the Service Provider or its Affiliates that has (i) voluntarily contacted Customer in response to a general position announcement placed by Customer on its website or another public manner; or (ii) had such employment with the Service Provider or its Affiliates terminated by the Service Provider or its Affiliates, as applicable, without any violation of the terms of this Section 13.2 by the Customer. Due to the inherent difficulty in arriving at the precise measure of the damages resulting from any breach by the Customer of the limitations of this Section 13.2 (and given the varying costs of hiring and training such employees and subcontracts and the loss of potential revenue based on Customer's retention of the same), Customer agrees that (x) Service Provider shall be entitled to injunctive relief to prevent any breach (or anticipated breach) of the limitations of this Section 13.2, and (y) Customer shall pay to Service Provider as liquidated damages (and not as a penalty) an amount equal to one year's salary for any such employee of the Service Provider or a subcontractor employed or retained by Customer in violation of the limitations of this Section 13.2.

### **14. Termination.**

**14.1 Termination upon Written Notice.** Either party may terminate this Agreement in its entirety, or the Services for any Location, for any reason upon sixty (60) days written notice in accordance with Section 15.4 below. Unless excused by Customer, Service Provider shall continue to render Services under this Agreement during such notice period.

**14.2 Termination upon Insolvency.** Either party hereto may immediately terminate this Agreement by written notice to the other party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs with respect to a party, such party shall immediately notify the other party of its occurrence in accordance with Section 15.4 below.

**14.3 Survival of Rights and Remedies.** The termination of this Agreement for any reason shall not affect (i) the right of either party to receive amounts to which such party is entitled pursuant to this Agreement or (ii) the right of either party to seek damages from the other party with respect to the events giving rise to the termination of this Agreement.

**14.4 Termination prior to Automatic Renewal.** Either party may terminate this Agreement prior to the end of the Term upon no less than sixty (60) days written notice in accordance with Section 15.4 below.

## **15. General Provisions.**

**15.1 Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by any event beyond the reasonable control of such Party, including, but not limited to, failure of sources of supply or of materials, strike or other labor troubles, accidents to delivery vehicles, fire, riot or civil commotion, act of government or government instrumentality, war, terrorist act, tsunami, earthquake, blackouts, floods, severe weather or other natural disaster, nuclear emergency, pandemic, and other similar occurrences; provided, however, such party must notify the other party of its inability to perform within a reasonable time after the onset of such act or event. While such an inability to perform under this Agreement continues, the other party shall be relieved from its corresponding obligations hereunder.

**15.2 Choice of Law.** The laws of the State of Michigan (without giving effect to its conflict of law principles) shall govern all matters arising out of or relating to this Agreement and all of the transactions contemplated hereby, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement. The forum selected for any proceeding or suit related to a dispute between the parties arising out of or relating to this Agreement or the transactions contemplated hereby shall be in a federal or state court of competent jurisdiction located in Washtenaw County, Michigan (the “*Designated Courts*”). Each party consents to the exclusive jurisdiction of the Designated Courts for the purpose of all legal actions and proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each party agrees that the exclusive choice of forum set forth in this Section does not prohibit the enforcement of any judgment obtained in the Designated Courts in any other appropriate forum.

**15.3 Attorneys’ Fees and Costs.** In the event of a breach by either party to this Agreement and commencement of a subsequent legal action in a Designated Court, or in the event legal counsel is consulted as a result of any such breach or in anticipation of any such prospective legal action, the prevailing party in any such dispute shall be entitled to reimbursement of its reasonable attorneys’ fees and expenses.

**15.4 Notices.** Any purchase orders, requests, notices or other communication to a party to this Agreement that is permitted or required hereunder may be delivered by hand, by facsimile or other form of written electronic transmission (provided that no notice of non-delivery is received), by first class mail, postage prepaid, or by a nationally recognized overnight delivery service and shall be addressed by the sender to Service Provider or Customer at their respective addresses listed below or to such other address as a party may hereafter furnish to the other party in writing.

**If to Service Provider:**

<b><u>For Contract Notices:</u></b> RNA Facilities Management 2701 Interstate 94 Service Dr Building A   Ypsilanti, MI   48198	<b><u>For Purchase Order/Service Requests:</u></b> RNA Facilities Management 2701 Interstate 94 Service Dr Building A   Ypsilanti, MI   48198
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**If to Customer:**

<b><u>For Contract Notices:</u></b> <b>Charter Township of Ypsilanti</b> <b>7200 S Huron River Dr,</b> <b>Ypsilanti, MI 48197</b>
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**15.5 Further Action.** Each party hereto agrees to take all further action, and to execute, acknowledge, and deliver any other documents, which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

**15.6 No Agency.** Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant between the parties.

**15.7 Amendment.** The parties may not amend this Agreement orally. The parties may amend this Agreement only by a written agreement signed by all of the parties to this Agreement.

**15.8 No Waiver.** No waiver of any provision of this Agreement, and no consent to any departure by any party from the terms and conditions of this Agreement, shall be effective unless such waiver or consent is given in writing by the party against whom such waiver or consent is sought to be enforced (in which case the waiver or consent shall be effective only in the specific instance, and only for the specific purpose, for which it was given). No failure or delay by a party in exercising any right or remedy, or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, shall operate as a waiver or estoppel of any right or remedy of such party hereunder, or limit or prevent the subsequent enforcement of any provision of this Agreement by such party.

**15.9 Integration.** This Agreement together with its Exhibits constitutes the final agreement between the Parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

**15.10 Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

**15.11 Assignment.** Except as provided below and as set forth in Section 10 (Subcontractors), neither Party shall delegate its duties nor assign its rights under this Agreement, whether in whole or in part, without the prior written consent of the other Party; provided, however, that either party may assign its rights under this Agreement in connection with the sale of substantially all its assets, or a merger, consolidation or other similar reorganization.

**15.12 Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the successors and permitted assignees of the parties.

**15.13 Counterparts.** The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other form of electronic transmission shall be as effective as executing and delivering this Agreement in the presence of the other party to this Agreement.

**15.14 Descriptive Headings.** The titles and captions preceding the text of the sections of this Agreement are inserted solely for convenient reference and neither constitute a part of this Agreement nor affect its meaning, interpretation, or effect.

**15.15 Authority.** Each individual executing this Agreement on behalf of an entity represents and warrants that (a) he or she is duly authorized to execute and deliver this Agreement on behalf of the entity; (b) the entity has all requisite power and authority to execute, deliver and perform under this Agreement; (c) the execution, delivery and performance by the entity has been duly authorized by all necessary action, corporate or otherwise, on the part of the entity; (d) the entity has obtained all consents, permits, approvals and authorizations required by applicable governmental authorities in connection with the performance of its obligations under this Agreement; and (e) this Agreement is binding upon the entity.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**CUSTOMER:**

**Charter Township of Ypsilanti**

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

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

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

**Charter Township of Ypsilanti**

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

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

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

**SERVICE PROVIDER:**

**RNA Facilities Management**

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

Name: K. Wayne Bingham II

Title: Director of grounds