BEDFORD TOWNSHIP BOARD
8100 JACKMAN ROAD
December 1, 2015
7:00 P.M.
AGENDA

1. CALL TO ORDER
PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

PUBLIC HEARING – Request for Possible Issuance of Class C Liquor License (Board Action Required)

2. APPROVAL OF AGENDA

3. CONSENT AGENDA
   Agenda Committee Reports:
   A) The Committee recommends to the Full Board to approve and place on file the Minutes of the November 17, 2015 regular Meeting of the Bedford Township Board.

4. PRESENTATIONS
   Presentation Honoring House Officer Robert Young on his Retirement from the Bedford Fire Department

5. PUBLIC COMMENT (Comments limited to 2 minutes for board agenda items)

6. OLD BUSINESS:

7. NEW BUSINESS:
   A) Request for Approval of Vouchers for Payment (Board Action Required)
   B) Request for Approval of the 2016 Poverty Guidelines for Bedford Township (Board Action Required)
   C) Request for Approval of Employee Health Insurance for 2016 (Board Action Required)
   D) Request for Approval of the Resolution Exempting Bedford Township Government from Requirements of Public Act 152 of 2011 for Calendar Year 2016 (Board Action Required)
   E) Request for Approval from the Bedford Library Advisory Board to Place a Ballot Issue on the March 8, 2016 Presidential Primary Election Ballot (Board Action Required)
   F) Request for Approval from Lake Erie Transit to Place a Ballot Issue on the March 8, 2016 Presidential Primary Election Ballot (Board Action Required)

8. COMMENTS FROM THE PUBLIC (Comments limited to 3 minutes for each individual)

9. COMMENTS FROM TOWNSHIP BOARD MEMBERS INFORMAION:
   A) Correspondence Regarding the 2015 Road Funding Plan – Senator Dale Zorn

ADJOURNMENT AT 10:00 P.M.

The Township of Bedford will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon one week’s notice to the Township of Bedford. Individuals with disabilities requiring auxiliary aids or services should contact the Township of Bedford by writing or calling the following:

Greg W. Stewart, Township Supervisor
8100 Jackman Road, P.O. Box H
Temperance, MI 48182
Telephone: (734) 847-6791

Public Comment Time
Bedford Township operates under rules of parliamentary procedure, which states, “Citizens have the right to attend the meetings and be permitted to address the body on matters that are relevant to business”. The Township Board furthermore “Encourages” your input, addressing the Board through the Chair. Public Comment time is an opportunity for comments and questions, please be respectful to the Board, audience and outside viewers. Board members shall also respect those addressing the board. Thank you for your participation.
Memo

To: Township Board Members
From: Trudy Hershberger, Clerk
Date: November 23, 2015
Re: Liquor License Applications

Please bring your packets that were distributed to you on November 17th to the Township Board meeting regarding the possible issuance of the Class C liquor license.

Attached is a copy of the public hearing notice, comments from Sheriff Dept., Fire Dept., Planning Dept., Building Dept., Ordinance Dept. and Treasurer, the resolution for Bedford Township and the resolution from Michigan Liquor Control Commission.

If you have any questions regarding the applications, please contact me prior to the meeting.
NOTICE OF PUBLIC HEARING
FOR CLASS C LIQUOR LICENSE
TOWNSHIP OF BEDFORD

NOTICE IS HEREBY GIVEN THAT, the Bedford Township Board, pursuant to its Ordinance Number 90, will meet at a regular Bedford Township Board meeting on the 1st day of December, 2015, at 7:00 p.m. in the Bedford Township Board room, 8100 Jackman Road, Temperance, MI. The purpose of the hearing is to consider the applications submitted by Karam Enterprises to be located at 7332 Lewis Ave., Temperance, MI (part of Memories Banquet Hall) and Sidelines Italian Grille, LLC to be located at 7965 Summerfield Rd., Lambertville, MI (former Pizza Hut) and Bedford LLC to be located at 1680 Smith Rd., Temperance, MI (former Michigan Tavern) for the one (1) Class C Liquor License available.

NOTICE IS FURTHER GIVEN THAT any person, persons, or their attorney may appear and be heard at said scheduled public hearing if they are interested in the approval or rejection of any such application.

Trudy L. Hershberger
Bedford Twp. Clerk

Published: November 20 and 25, 2015
TO: Trudy Hershberger

From: Damon Cecil

Date: 11/24/15

RE: Liquor License Applications

In reviewing the listed applicants for a Liquor License approval, the Ordinance Department, finds the following.

The prior Michigan Tavern location at 6602 Jackman Rd is a good location since it does not have a residence next to the establishment. The parking lot if this location is established would need to be directed to the side of the location off Jackman Rd, as well as behind it. Allowing parking in the front of the location due to the intersection design might cause a traffic problem. There are no current violations against this applicant. The above stated was also covered by the Planning Department.

The Memories Hall location at 7332 Lewis Ave. Owners of the hall currently hold a liquor license in the township. I realize that they are not the one applying for the current license, but it should be noted the Ordinance Department has not had any issues at this location. Again the concern here is parking. What will be done to address parking should the hall have a large wedding or event?

The former Pizza Hut located at Secor and Summerfield Roads. This location has been recently improved in the landscape exterior. There is a residence located directly behind the property. At one time there was a fence separating to the residence from the business parking lot. I have noticed this has been removed. I feel a buffer is needed between the residence and the business to be established. This would keep the headlights from the vehicles from shining into the home. It may also cut down on the noise from the vehicles. Is there a plan for overflow parking? In regards to ordinance violations, this location has none at this time. The listed operators of this new location also operate Sidelines Bar just up the road. That location has had issues with the Ordinance Department in the past. With that said they also have listed those in the application process. However the listed owner of the proposed business Green Sweep Inc., has no ordinance violations.

In closing choosing the right location which not only benefits the future establishment but also promotes good relationships with its neighbors should be the concern of the board.

Respectfully,

Damon Cecil Ordinance Supervisor
November 24, 2015

To: Trudy Hershberger

From: Dennis Kolar

It is my understanding that all three buildings that have applied for the new liquor license have had liquor licenses in the past. Therefore, I have no issues with liquor licenses being awarded to any of the structures. Code issues could be resolved at all three buildings if there are any.

[Signature]

Greg Stewart
Superintendent

Trudy L. Hershberger
Clerk

Paul R. Francis
Treasurer

Lawrence R. O'Dell
Paul Pirrone
Rick Steiner
Nancy Tienvieri
Trustees
November 24, 2015

Ms. Trudy L. Hershberger
Bedford Township Clerk

Re: Liquor License Applications

Pursuant to your request, my office staff has reviewed the Bedford Township tax accounts for each of the named Liquor License applicants to be considered at the Public Hearing at the Bedford Township board meeting on December 1, 2015, Issa Karam/Karam Enterprises, Eric Sitter, Chris Etts and Jerry Edmondson/Sidelines Italian Grill, LLC, and James Krieger/Bedford, LLC.

I am pleased to report that our records indicate that there are no delinquencies in any of the accounts of the named individuals or entities at the present time.

Very truly yours,

Paul R. Francis
Bedford Township Treasurer
Bedford Township Board
8100 Jackman Road
Temperance, MI 48182

The Bedford Township Fire Department, in response to your request, reviewed the three applications for the liquor license, which will be debated and decided at the Board meeting scheduled for December 1, 2015. The names of the applicants are Sidelines Italian Grille LLC, Bedford LLC, and Karam Enterprises. The request sought input from a variety of government entities, including the Bedford Township Fire Department to review each application to determine if there were any concerns or reasons why, or why not, each application should, or should not be granted or denied.

During the review of each application, the Bedford Township Fire Department found no issues with any of the applications or applicants. The Bedford Township Fire Department notes that extensive work needs to be done at the former Michigan Tavern to bring it up to code if the applicant is successful in obtaining the license.

Regards,

Ron Whipple
Chief/Fire Marshall
Bedford Township Fire Department
Memorandum

To: Trudy Hershberger
From: Karen M. Kincaid
Date: 11/23/2015
Re: Liquor License Application – Location Planning Department Comments

In reviewing the three applications for a liquor license, the Planning Department offers the following comments:

6602 Jackman Road, Temperance, MI 48182

As it was stated, the intent is to demo 6602 Jackman Road, which I believe is the existing home to the north of the tavern facility. As the site is currently developed, the building(s) setbacks are not in compliance with the requirements of the Zoning Ordinance. However, while the setbacks do not meet the ordinance requirements, the building locations are grandfathered in. Therefore, the buildings can remain as is, or until such time as any building is destroyed (per Section 400.1902) or voluntarily removed. In the case of building destruction, reestablishing the use on the site would be permitted, as the use complies with the Zoning Ordinance. However, any new construction would have to meet the setback requirements for the site, or a variance would have to be sought and granted.

The primary comment with the site is the lack of parking. With the removal of the existing home on the site, additional space would become available to accommodate safe parking on the site. It should also be noted that parking is permitted within the front yard setback with the stipulation that 50% of the required front yard shall remain as a landscaped area (Section 400.1800.k). Due to the fact that the building does not meet the minimum required front yard setback, parking should be eliminated on the south side (front) of the building along Smith Road for safety purposes and parking immediately adjacent to the Smith and Jackman Road intersection should be reviewed to ensure a visual corner clearance can be maintained for southbound vehicles on Jackman Road that are trying to make a turn onto Smith Road.

All parking lot lighting shall comply with Section 400.1908, and all other applying Township ordinances must be adhered to.
7332 Lewis Avenue, Temperance, MI 48182

As it was stated, the plan is to split the existing banquet hall into two units, of which 3000 square feet is to be utilized as a restaurant use. The remaining portion would continue to be used as a banquet hall.

The primary comment with the site is provided parking spaces for the restaurant use. While banquet hall parking is calculated at 1 space for each 50 square feet of usable floor space, restaurant use parking spaces are calculated at 1 space for each 75 square feet of usable floor space. Mathematically it can be assumed if there are adequate spaces for the banquet hall use, there should be enough spaces for the restaurant use. However, the usable floor space for the restaurant use shall be determined to ensure the required spaces are available for the restaurant use during hours of operation, and that the required spaces will be available for the use should the banquet facility be in use at the same time. It should also be determined how many spaces will be utilized for employee parking and the number of barrier free spots must be provided at the entrance to the facility.

All parking lot lighting shall comply with Section 400.1908, and all other applying Township ordinances must be adhered to.

7965 Summerfield Road, Lambertville, MI 48144

The plan is to convert the previously established restaurant (Pizza Hut) to another restaurant use.

The primary comment regarding this site is while the required parking spaces are calculated at the same rate for both the previous restaurant and the proposed restaurant use, 1 space for each 75 square feet of usable floor space, the submitted plan does not provide the proposed usable floor space to determine there are no changes in the required parking spaces.

It should be noted this site is located within the Lambertville Village Overlay District and parking space requirements are relaxed when parking space needs for the development can be met through alternative means acceptable to the Planning Commission. This would include on-street parking, which is not available within the LVOD, and/or other alternative means. The proposed establishment is contiguous to residential zoning and use districts, which is permitted and encouraged within the LVOD. It should be noted that while mixed uses are encouraged, zoning ordinance requirements regarding the neighboring uses must be adhered to so not to adversely affect those zoning districts and uses. All parking lot lighting must adhere to Section 400.1702B, of the Lambertville Village Overlay District ordinance, and all other applying Township ordinances must be adhered to.
November 19, 2015

Bedford Township Board Members
8100 Jackman Road
Temperance, MI 48182

Bedford Township Board,

The Monroe County Sheriff’s Office, in response to your request, reviewed the three applications for the liquor license, which will be debated and decided at the board meeting scheduled for December 1, 2015. The names of the applicants are Sidelines Italian Grille, LLC, Bedford LLC, and Karam Enterprises. The request sought input from a variety of government entities, including the Sheriff’s Office, to review each application to determine if there were any concerns or reasons why, or why not, each application should, or should not, be granted or denied.

During the review of each application, the Sheriff’s Office found no issues with any of the applications or applicants. Therefore, the Sheriff’s Office is neutral.

Sincerely,

[Signature]

Detective Sergeant Jeff Pauli
Authority Sheriff Dale Malone

MISSION STATEMENT

"To suppress criminal activity, maintain public safety and promote professionalism while respecting the constitutional rights of all individuals"
A RESOLUTION RECOMMENDING APPROVAL OF A LIQUOR LICENSE APPLICATION AND GRANTING OF A CLASS C LIQUOR LICENSE

WHEREAS, Bedford Township, pursuant to its Ordinance Number 90, reviewed the applications for a Class C liquor permit submitted by_________________________ and found such application to be complete; and,

WHEREAS, the Bedford Township Board concluded it was in the best interest of Bedford Township to recommend to the Michigan Liquor Control Commission that the Commission grants a Class C Liquor License to_________________________, provided the applicant satisfies all conditions for the granting of such license;

NOW, THEREFORE, BE IT RESOLVED THAT: the Bedford Township Board, pursuant to its Ordinance Number 90, hereby recommends to the Michigan Liquor Control Commission that the Commission grants a Class C Liquor License to_________________________, provided the applicant otherwise meets all requirements and conditions of the State of Michigan and the Michigan Liquor Control Commission for granting such license.

IN WITNESS WHEREOF, the undersigned has executed this resolution this 1st day of December, 2015, at the Bedford Township Hall, Temperance, Michigan, at the direction of the Bedford Township Board.

THE TOWNSHIP BOARD, BEDFORD TOWNSHIP, COUNTY OF MONROE, STATE OF MICHIGAN

By: ________________________________
    Trudy L. Hershberger,
    Bedford Township Clerk

Date: ________________________________

AUTHENTICATED:

By: ________________________________
    Greg W. Stewart,
    Bedford Township Supervisor

Date: ________________________________
Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:
• You must obtain a recommendation from the local legislative body for a new license application and/or a new banquet facility permit.

Instructions for Local Legislative Body:
• Complete this resolution, or provide a resolution, along with certification from the clerk, or adopted minutes from the meeting at which this request was considered.

At a ______________ meeting of the __________________________ council/board
(regular or special) called to order by __________________________ on ______________
(township, city, village) at ______________
(date) (time)

the following resolution was offered:

Moved by __________________________ and supported by __________________________

that the application from __________________________
(name of applicant)

for the following license(s):

____________________________
to be located at __________________________
and the following permit, if applied for:

□ Banquet Facility Permit  Address of Banquet Facility: __________________________

It is the consensus of this body that it __________________________ this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are __________________________

Vote

Yeas: ______
Nays: ______
Absent: ______

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the

council/board at a ______________ meeting held on __________________________
(regular or special) (township, city, village) (date)

Name and title of authorized clerk (please print): __________________________

Signature of authorized clerk and date: __________________________

Phone number and e-mail of authorized officer: __________________________

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.
BEDFORD TOWNSHIP LIQUOR LICENSE APPLICATION

1. Fee Paid. Yes ___ X ___ No ___ (This Application must be filed with a $400.00 fee.)

2. Applicant Name. James Krieger
   Bedford LLC

3. Applicant Type. (corporation, partnership, L.L.C., individual, other entity)
   Bedford LLC

4. State Affiliation - Michigan Registration. (If an entity other than an individual, identify the state where originally registered, along with registration numbers and date of registration. Indicate filing with the State of Michigan for authorization to do business, and filing number.)
   Michigan
   ID NUMBER 596341
   OCTOBER 30, 2015

5. Applicant Address and Telephone Number. JAMES KRIEGER BEDFORD LLC

6. Names, Addresses and Telephone Numbers of All Persons With an Interest in the Applicant. (This is to include all corporation shareholders, all partnership partners, all L.L.C. members, and if another entity, all persons with an interest in said entity. This may be waived for publicly traded business).
   a. BEDFORD LLC
   b. 
   c. 
7. **Nature of Application.**
   a. New License - Yes [X] No [ ]
   b. Class C - Yes [ ] No [ ]
   c. Tavern - Yes [ ] No [ ]
   d. Permit - Yes [ ] No [ ]
   e. Type of Permit: ____________________________

8. **Applicant Over Age 21.** (For individual, and for other entities, shareholders, partners, members etc.)

   **JAMES KRIEGER**
   - Yes [X] No [ ]
   - Yes [ ] No [ ]
   - Yes [ ] No [ ]
   - Yes [ ] No [ ]
   - Yes [ ] No [ ]
   - Yes [ ] No [ ]
   - Yes [ ] No [ ]

9. **Criminal Record.** (For individual, or all interested persons, including shareholders, partners, members, etc., disclose all felony and misdemeanor criminal convictions).

   **NONE**
   ____________________________
   ____________________________
   ____________________________
   ____________________________
10. **Designated Representative.** (for all contact and correspondence.)

   **Name:** JAMES KRIEGER
   
   **BEDFORD LLC**
   
   **Address:**
   
   **Telephone:**

11. **Location Details.**

   a. **Address (if any):**
      
      1680 SMITH ROAD and 6602 JACKMAN ROAD  TEMPERANCE, MI. 48182
      
   b. **General location and closest cross streets:**
      
      On The N/E Corner of SMITH ROAD and JACKMAN ROAD  TEMPERANCE, MI. 48182
      
   c. **Legal description:**
      
      BEL-AIR PLACE  Lots 1 and 2
      
      PARCEL NUMBERS: 0280012200 and 0214500100
      
      BEDFORD TOWNSHIP  MONROE COUNTY MICHIGAN
      
   d. **Zoning classification:**
      
      C-1

12. **Ownership of Location.** (Please give full name and address of all owners of the location)

   FORMER MICHIGAN TAVERN BUILDING and MORE
   
   SHS Law Ltd.  Gehring Robert & Pruden Robert
   
   7255 Crossleigh Ct, Suite 104
   
   Toledo, Oh 43617
   
   Attorneys for the estate
13. **Lease Information.** (Is a lease executed, one proposed, etc. Give length of lease)

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Attach first page, signature pages, and page including term of lease, or attach written verification of same by owner and Applicant.

14. **Proposed Use.** (Such as restaurant, bar, lounge, and other particulars.)

restaurant and lounge

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15. **Facilities Plan.** (A full facilities plan must be attached which includes the existing and proposed site, building and plat plans, showing the entire structure(s) and the specific areas in the structure or on the site plan where the license or permit(s) will be used, including a plan for interior use and layout. The facilities plan shall show specifically how parking and traffic will be accommodated, and how the area will be impacted by such. The facilities plan shall also show specifically the seating capacity, bar area and dining area will be accommodated.)

existing site at 1680 Smith and 6602 Jackman Roads Temperance, Mi. 48182

to be remodeled and 6602 Jackman Road to be torn down

16. **Length of Time to Implement Facilities Plan.** (Describe the length of time it will take once the license and/or permit(s) is approved, to implement the facilities plan, and any and all other site changes that need to be made for the proposed facility.)

30 to 90 days

asap

17. **Plan of Operation.** (Describe the proposed manner in which the establishment will be operated, including, but not limited to, the format, schedule of the hours of operation, crowd control, security, alcohol management, use of the facilities, parking provisions, ratio of food to alcohol sales, and any other pertinent information as requested by the Township Board, or any committee overseeing liquor license applications appointed by the Township Board.)

Again, 6602 Jackman Road to be torn down for more parking

and clean up the N/E corner of Smith and Jackman Roads

and have a 50% food to 50% alcohol ratio
18. **Experience.** (Describe the experience of the Applicant and the interested persons, including shareholders, partners, members, etc., as to the operation of the type of facility proposed.)

   all people and employees have had extensive and many years experience in restaurant, bar/lounge and golf course business

19. **Integration Into Neighborhood.** (Describe the expected impact of the facility into the neighborhood, how nuisances will be avoided, expected complaints from neighbors, how neighboring complaints will be addressed, and other similar information.)

   it has been a bar/lounge restaurant in the past and will be cleaned up properly and look nice/great again to make the residents and other people proud of Temperance, MI. and Bedford Township.

20. **Type of Entertainment.** (Describe the types of entertainment that will occur at the facility.)

   will be a great place to bring family and friends without being a loud and noisy place to enjoy and have fun

21. **Written Overview.** (Present a written overview of the Applicant's plans for the development and use of the Applicant's facility. This may be summarized, and then presented in full later at any hearing on the issuance of the license/permit(s.).)

   it will be a very nice place again and people and residents will want to back often. we will clean up a very unsightly corner in Bedford Township and make you proud of us
22. **General Trend and Character of Area.** (Please describe the general and appropriate trend and character of the land, building, and population in the area with respect to the proposed facility.)

The property and buildings need a face lift and we will clean it all up to look nice again. Bedford Township has a population of 30,000 plus residents and many more to south in Toledo. The buildings to the east and south are commercial operations and all newer facilities. The Michigan Tavern was once a very popular place and we will make it popular again. We will get a lot of golfers from Bedford Hills Golf Course too.

23. **Asset of the Community.** (Describe how the proposed facility will be an asset to the community, and how it will be beneficial to the community as a whole.)

We will bring back to life buildings that are in need of a face lift again. We will bring back the memories and make Bedford Twp. and you proud.

24. **Financing.** (Describe in detail how the facility will be constructed and/or improved and/or opened for business. Describe all financing and how payments will be made for the improvements acquired according to the facilities plan and plan of operation. Describe the source of all funds.)

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<th>MCCCU</th>
<th>715 N. Telegraph Rd. Monroe, Mi. 48162</th>
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<td>MB &amp; T</td>
<td>10 Washington St. Monroe, Mi. 48161</td>
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<td>Benchmark Mortgage</td>
<td>3230 Central Park West, Suite 200A Toledo, Oh. 43617</td>
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25. **Financial Institution as Depository.** (Give name and address of financial institution where the Applicant's funds for the establishment and operation of the entity sought to be licensed are and will be deposited.)

see above
26. **Past and/or Existing Licenses.** (Please describe in detail any past licenses and permits that have been held by the Applicant or any of the interested persons in the Applicant, such as shareholders, partners, members, etc., where that license and permit(s) were issued from, and give type of license and permit(s) held currently by the Applicant and any of the interested persons, such as shareholders, partners, members, etc., and the issuing agency.)

   Bedford Hills Golf Club 6400 Jackman Rd. Temperance, Mi. 48182  
   Founder and Past Owner and President

   Firecreek Golf Club 7075 Lewis Ave. Temperance, Mi. 48182  
   Founder and Past Owner and President

27. **Past and Present License and Permit Violation History.** (Please list all license and permit investigations, police contacts of any kind, and the disposition of any of said violations and contacts, with respect to any past or present license or permit that has been issued to the Applicant, or any of the interested persons, including shareholders, partners, members, etc.)

   None

28. **Similar Licenses/Permits in Area.** (Describe the total number of similar licenses and similar permits in the general area, and in the Township as a whole.)

   AJ's Doolittles, Bedford Hills Golf Club, Maple Grove Golf Course,  
   Giant Oak, Sidelines, Memories Banquet Hall, Forestview Lanes,  
   Nick and Jimmy's, Cocoa House, Ranch House, Village Pizza, Sage, Mike's  
   Southwest Grill, Quimby's, and More?

29. **Input From Neighboring Residents/Businesses.** (Please include any input received from any neighboring residents and/or neighboring business owners as to the issuance of the license and/or permit(s).)

   Have NOT received any input. It should be ALL positive!
30. **Proximity to Other Licensed Establishments, Religious Establishments, and/or Schools.** (State the distances from any other licensed establishments, religious establishments and/or schools within 1,000 feet of the nearest portion of the parcel upon which the facility will be established.)

will be and is at least 1 mile from any schools or churches.


31. **Law Enforcement Public Official.** (Is the Applicant or any interested person, including shareholder, partner, member, etc., or any spouse, a law enforcement public official?)

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32. **Reasons for Non-Qualification.** (Describe any reasons why the Applicant, or any of the interested persons, such as shareholders, partners, members, etc., or the facility itself, might be disqualified for obtaining a license and/or permit(s).)

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33. **Violations.** (Describe any and all violations of any building codes, zoning regulations, health department regulations or laws, or any other Township ordinance, County ordinance, State Law or federal law, or any regulation relating thereto, having to do with the Applicant, any interested person, such as shareholder, partner, member, etc., or having to do with any property owned or occupied by any of them within the Township, or having to do with the proposed location of the facility.)

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34. **Delinquent Taxes and Charges.** (List any and all delinquent real property taxes, personal property taxes, special assessments, sewer charges, water charges, or any other charges of the Township, relating to any property owned or occupied by, or involving the Applicant, or any of the interested persons, such as shareholders, partners, members, etc., or having to do with the proposed location of the facility.)

None

35. **Previous Applications.** (List and describe the disposition on any previous application ever made to the Township, or any other municipality, county or state, for a liquor license and/or permit of any kind by the Applicant, or any of the interested persons, such as shareholders, partners, members, etc., or having to do with the proposed location.)

Once had a liquor licence at Bedford Hills Golf Club in Temperance, Mi. 48182. Sold out and got out of the project. Was also approved for a liquor licence for Firecreek Golf Club in Temperance, Mi. at 7075 Lewis Ave. by The Michigan Liquor Commission (Mr. Martin Alexander) and The Monroe County Health Department (Mr. Jim Neoff). We used an interim modular Clubhouse Building that was approved by Bedford Township for up to 2 years. A township official asked for it to be removed after 6 months. We then built a nice temporary Clubhouse Building with a eating area and bar. Bedford Twp. officials gave it to someone in the interim.

36. **Additional Information.** (Please state any additional information that may be of assistance to the Township in making its decision with respect to the applied for license and/or permit(s).)

Have done some great things in real estate for Bedford Township people and for myself over 30 or 35 years in developing and real estate business! This will be another good project for Bedford Township, Monroe Co. Michigan!!!!
37. **Agreement.** By executing and submitting this Application, the Applicant, along with all interested persons, including shareholders, partners, members, etc., all agree to the following:

a. The Applicant and/or interested persons are not disqualified to receive a license and/or permit(s).

b. The Applicant and/or interested persons will not violate any of the laws of the Township of Bedford, County of Monroe, State of Michigan or the United States of America.

c. The Applicant and/or interested persons will abide by the Liquor Control Commission's rules and regulations at all times. If the Applicant and/or interested persons should ever become disqualified to hold a license and/or permit(s), notification will be provided to the Township.

**Dated:** 11/5/2015

Name of Applicant:

James Krieger  
Bedford LLC

By:  
(Signature of authorized person to bind Applicant)

Owner:  
(Official position of signing party for Applicant)

The Applicant certifies that all of the interested persons (shareholders, partners, members, etc.) have signed below.
Signatures of all interested persons (shareholders, partners, members, etc. Attach extra paper if necessary.)

Dated: __________________________

Dated: __________________________

Dated: __________________________

Dated: __________________________

Dated: __________________________
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the APPLICATION FOR RESERVATION OF NAME

for

BEDFORD LLC

ID NUMBER: 596341

received by facsimile transmission on October 29, 2015 is hereby endorsed.

Filed on October 30, 2015 by the Administrator.

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

Expiration Date April 30, 2016

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 30th day of October, 2015.

Julia Dale, Acting Director
Corporations, Securities & Commercial Licensing Bureau

Sent by Facsimile Transmission
BEDFORD TOWNSHIP LIQUOR LICENSE APPLICATION

1. Fee Paid. Yes ☑ No (This Application must be filed with a $300.00 fee.)

2. Applicant Name. Karam Enterprises
   Issa Karam (owner)

3. Applicant Type. (corporation, partnership, L.L.C., individual, other entity)
   Restaurant

4. State Affiliation - Michigan Registration. (If an entity other than an individual, identify the state where originally registered, along with registration numbers and date of registration. Indicate filing with the State of Michigan for authorization to do business, and filing number.)
   Ohio
   TAX ID 24-1555933
   Filing with Michigan will be after liquor license is
   received.

5. Applicant Address and Telephone Number.

6. Names, Addresses and Telephone Numbers of All Persons With an Interest in the Applicant. (This is to include all corporation shareholders, all partnership partners, all L.L.C. members, and if another entity, all persons with an interest in said entity. This may be waived for publicly traded business). None

   a. 
   b. 
   c. 

RECEIVED
OCT 09, 2015
BEDFORD TOWNSHIP CLERK
7. **Nature of Application.**

   a. New License - Yes ☑️ No
   
   b. Class C - Yes ☑️ No
   
   c. Tavern - Yes ☑️ No
   
   d. Permit - Yes ☑️ No
   
   e. Type of Permit: **liquor**

8. **Applicant Over Age 21.** (For individual, and for other entities, shareholders, partners, members etc.)

   Issa Karam  Yes ☑️ No
   
   Yes No
   
   Yes No
   
   Yes No
   
   Yes No
   
   Yes No
   
   Yes No

9. **Criminal Record.** (For individual, or all interested persons, including shareholders, partners, members, etc., disclose all felony and misdemeanor criminal convictions).

   **No criminal record.**

   ---------------------------------------------
   
   ---------------------------------------------
   
   ---------------------------------------------
10. **Designated Representative.** (for all contact and correspondence.)
   
   **Name:** Issa Karam
   
   **Address:** 
   
   **Telephone:** 

11. **Location Details.**
   
   **a.** Address (if any):
   
   7332 Lewis, Temperance, MI 48182
   
   **b.** General location and closest cross streets:
   
   Stevens & Lewis Ave.
   
   **c.** Legal description:
   
<table>
<thead>
<tr>
<th>SEC 35 T08S R07E 4.28 ACRES</th>
</tr>
</thead>
<tbody>
<tr>
<td>627.47 FT S 0D 02M N FR NW COR OF SEC 35</td>
</tr>
<tr>
<td>TH S 89D 35M 50S E 1315.98 FT TH S 142</td>
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<tr>
<td>+/- TH N 89D 35M 50S W 1315.98 FT TH N</td>
</tr>
<tr>
<td>0D 02M E 142 +/- FT TO POS LESS S 2.97 FT</td>
</tr>
<tr>
<td>THEREOF</td>
</tr>
</tbody>
</table>
   
   **d.** Zoning classification:
   
   C-3

12. **Ownership of Location.** (Please give full name and address of all owners of the location)
   
   Douglas Eisenmann
   
   7332 Lewis Ave
   Temperance, MI 48182


13. **Lease Information.** (Is a lease executed, one proposed, etc. Give length of lease)

   *Proposed lease - 5 yrs, 5 option*

Attach first page, signature pages, and page including term of lease, or attach written verification of same by owner and Applicant.

14. **Proposed Use.** (Such as restaurant, bar, lounge, and other particulars.)

   *Serve alcohol at restaurant (alongside food)*

15. **Facilities Plan.** (A full facilities plan must be attached which includes the existing and proposed site, building and plat plans, showing the entire structure(s) and the specific areas in the structure or on the site plan where the license or permit(s) will be used, including a plan for interior use and layout. The facilities plan shall show specifically how parking and traffic will be accommodated, and how the area will be impacted by such. The facilities plan shall also show specifically the seating capacity, bar area and dining area will be accommodated.)

   3,000 sq ft. Tables, chairs, a bar area
   Parking off front 4 sides of building
   15 people for seating - dining
   See attached layout

16. **Length of Time to Implement Facilities Plan.** (Describe the length of time it will take once the license and/or permit(s) is approved, to implement the facilities plan, and any and all other site changes that need to be made for the proposed facility.)

   Two to three months time

17. **Plan of Operation.** (Describe the proposed manner in which the establishment will be operated, including, but not limited to, the format, schedule of the hours of operation, crowd control, security, alcohol management, use of the facilities, parking provisions, ratio of food to alcohol sales, and any other pertinent information as requested by the Township Board, or any committee overseeing liquor license applications appointed by the Township Board.)

   *Business hours are from 11 a.m.-10 p.m. daily. Alcohol is served by anyone age 21 and older to individuals 21 and older requesting alcohol with their meal.*
18. **Experience.** (Describe the experience of the Applicant and the interested persons, including shareholders, partners, members, etc., as to the operation of the type of facility proposed.)

I have 37 years experience serving alcohol and have never had any violations. I have a clean record for serving alcohol and food.

19. **Integration Into Neighborhood.** (Describe the expected impact of the facility into the neighborhood, how nuisances will be avoided, expected complaints from neighbors, how neighboring complaints will be addressed, and other similar information.)

I oversee alcohol sales and serving. I make sure no one overly intoxicated is served, and I only serve alcohol with meals.

20. **Type of Entertainment.** (Describe the types of entertainment that will occur at the facility.)

None aside from soft recorded music that goes with the atmosphere of the restaurant.

21. **Written Overview.** (Present a written overview of the Applicant’s plans for the development and use of the Applicant’s facility. This may be summarized, and then presented in full later at any hearing on the issuance of the license/permit(s).)

Casual dining atmosphere for all any ages (family-oriented). Mediterranean restaurant with full bar for anyone 21+ age interested.
22. **General Trend and Character of Area.** (Please describe the general and appropriate trend and character of the land, building, and population in the area with respect to the proposed facility.)

On two North South roads in business corridor of Bedford Twp. Residential nearby.

23. **Asset of the Community.** (Describe how the proposed facility will be an asset to the community, and how it will be beneficial to the community as a whole.)

Hopefully this establishment will bring friends and family together for a pleasant dining experience and any occasion.

24. **Financing.** (Describe in detail how the facility will be constructed and/or improved and/or opened for business. Describe all financing and how payments will be made for the improvements acquired according to the facilities plan and plan of operation. Describe the source of all funds.)

I will be paying for it all personally.

25. **Financial Institution as Depository.** (Give name and address of financial institution where the Applicant's funds for the establishment and operation of the entity sought to be licensed are and will be deposited.)

Any Huntington Bank location.
26. **Past and/or Existing Licenses.** (Please describe in detail any past licenses and permits that have been held by the Applicant or any of the interested persons in the Applicant, such as shareholders, partners, members, etc., where that license and permit(s) were issued from, and give type of license and permit(s) held currently by the Applicant and any of the interested persons, such as shareholders, partners, members, etc., and the issuing agency.)

Ohio liquor license.

27. **Past and Present License and Permit Violation History.** (Please list all license and permit investigations, police contacts of any kind, and the disposition of any of said violations and contacts, with respect to any past or present license or permit that has been issued to the Applicant, or any of the interested persons, including shareholders, partners, members, etc.)

N/A

28. **Similar Licenses/Permits in Area.** (Describe the total number of similar licenses and similar permits in the general area, and in the Township as a whole.)

N/A

29. **Input From Neighboring Residents/Businesses.** (Please include any input received from any neighboring residents and/or neighboring business owners as to the issuance of the license and/or permit(s).) Heath Velliquette, Mary Mcbee, Connie Velliquette, Les Nearpass, Rose Nearpass, John White, and Bob Tucker are just a few of the many neighboring residents who've offered their support & positive encouragement.
30. **Proximity to Other Licensed Establishments, Religious Establishments, and/or Schools.**
(State the distances from any other licensed establishments, religious establishments and/or schools within 1,000 feet of the nearest portion of the parcel upon which the facility will be established.)

No school nearby; no religious establishment nearby. Other licensed establishments are a few hundred feet away.

31. **Law Enforcement Public Official.** (Is the Applicant or any interested person, including shareholder, partner, member, etc., or any spouse, a law enforcement public official?)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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</tbody>
</table>

32. **Reasons for Non-Qualification.** (Describe any reasons why the Applicant, or any of the interested persons, such as shareholders, partners, members, etc., or the facility itself, might be disqualified for obtaining a license and/or permit(s).)

N/A

33. **Violations.** (Describe any and all violations of any building codes, zoning regulations, health department regulations or laws, or any other Township ordinance, County ordinance, State Law or federal law, or any regulation relating thereto, having to do with the Applicant, any interested person, such as shareholder, partner, member, etc., or having to do with any property owned or occupied by any of them within the Township, or having to do with the proposed location of the facility.)

N/A
34. **Delinquent Taxes and Charges.** (List any and all delinquent real property taxes, personal property taxes, special assessments, sewer charges, water charges, or any other charges of the Township, relating to any property owned or occupied by, or involving the Applicant, or any of the interested persons, such as shareholders, partners, members, etc., or having to do with the proposed location of the facility.)

N/A

35. **Previous Applications.** (List and describe the disposition on any previous application ever made to the Township, or any other municipality, county or state, for a liquor license and/or permit of any kind by the Applicant, or any of the interested persons, such as shareholders, partners, members, etc., or having to do with the proposed location.)

N/A

36. **Additional Information.** (Please state any additional information that may be of assistance to the Township in making its decision with respect to the applied for license and/or permit(s).)

I have been feeling to move to Bedford Township for six years. To-80% of my customers are from the township. Bedford is a great town with great people, and I'd love to become a part of that. This license would make that happen.
37. **Agreement.** By executing and submitting this Application, the Applicant, along with all interested persons, including shareholders, partners, members, etc., all agree to the following:

   a. The Applicant and/or interested persons are not disqualified to receive a license and/or permit(s).

   b. The Applicant and/or interested persons will not violate any of the laws of the Township of Bedford, County of Monroe, State of Michigan or the United States of America.

   c. The Applicant and/or interested persons will abide by the Liquor Control Commission’s rules and regulations at all times. If the Applicant and/or interested persons should ever become disqualified to hold a license and/or permit(s), notification will be provided to the Township.

   Dated: 10/09/2015

   Name of Applicant:

   Karam Enterprises
   Issa Karam (President)

   By: Issa Karam
   (Signature of authorized person to bind Applicant)

   (Official position of signing party for Applicant)

   The Applicant certifies that all of the interested persons (shareholders, partners, members, etc.) have signed below.
Signatures of all interested persons (shareholders, partners, members, etc. Attach extra paper if necessary.)

Dated: ______________________

Dated: ______________________

Dated: ______________________

Dated: ______________________

Dated: ______________________
1. Fee Paid. Yes ___X___ No______ (This Application must be filed with a $400.00 fee.)

2. Applicant Name. SIDELINES ITALIAN GRILLE, LLC.

3. Applicant Type. (corporation, partnership, L.L.C., individual, other entity)

   A Michigan Limited Liability Company

4. State Affiliation - Michigan Registration. (If an entity other than an individual, identify the state where originally registered, along with registration numbers and date of registration. Indicate filing with the State of Michigan for authorization to do business, and filing number.)

   State of Registration: Michigan; Date of Registration – 8/20/15; Filing Number: E7007Q
   (See attached “Exhibit A” for endorsed Articles of Organization.)

5. Applicant Address and Telephone Number. ____________________________

6. Names, Addresses and Telephone Numbers of All Persons With an Interest in the Applicant. (This is to include all corporation shareholders, all partnership partners, all L.L.C. members, and if another entity, all persons with an interest in said entity. This may be waived for publicly traded business).

   Eric Sitter, Member
   ______________________________________________________
   ______________________________________________________
   ______________________________________________________

   Chris Etts, Member
   ______________________________________________________
   ______________________________________________________
   ______________________________________________________

   Jerry Edmondson, Member
   ______________________________________________________
   ______________________________________________________
   ______________________________________________________
7. **Nature of Application.**
   
a. New License - Yes _X_ No ______
   
b. Class C - Yes _X_ No ______
   
c. Tavern - Yes ______ No _X_
   
d. Permit - Yes _X_ No ______
   
e. Type of Permit: ___________ Sunday Sales Permit (PM) __________________________

8. **Applicant Over Age 21.** (For individual, and for other entities, shareholders, partners, members etc.)
   
Eric Sitter, Member __________________________ Yes _X_ No ______
   
Jerry Edmondson, Member _______________________ Yes _X_ No ______
   
Chris Etts, Member ___________________________ Yes _X_ No ______

9. **Criminal Record.** (For individual, or all interested persons, including shareholders, partners, members, etc., disclose all felony and misdemeanor criminal convictions).
   
   Jerry Edmondson – reckless driving approximately 18 years ago; Chris Etts – disorderly person 2005; __________________________

10. **Designated Representative.** (for all contact and correspondence.)
   
   Name: Anthony R. Brescol, Attorney __________________________
   
   Address: 8336 Monroe Road, Ste. 204  
             Lambertville, MI 48144  
   
   Telephone: (734) 568-6006  
   Fax: (734) 568-6007 __________________________

11. **Location Details.**
   
a. Address (if any):
   
   7965 Summerfield Road, Lambertville, MI 48144 __________________________
   
   b. General location and closest cross streets:
   
   Corner of Secor and Summerfield (former Pizza Hut) __________________________
c. Legal description:

See Attached “Exhibit B”.


d. Zoning classification:

Zoning is C-1 Local Business District within the Lambertville Village Overlay District.

12. Ownership of Location. (Please give full name and address of all owners of the location)

Green Sweep, Inc., an Ohio Corporation
c/o Stephen Fuzinks, President and sole shareholder
10720 Airport Highway
Swanton, OH 43558 (419) 861-6666

13. Lease Information. (Is a lease executed, one proposed, etc. Give length of lease)

If Applicant is granted the liquor license, Applicant will enter into a long-term three year lease, with 2 additional three year options. Please see attached signed letter of intent and proposed lease agreement, attached hereto as “Exhibit C”.

Attach first page, signature pages, and page including term of lease, or attach written verification of same by owner and Applicant.

14. Proposed Use. (Such as restaurant, bar, lounge, and other particulars.)

Sidelines Italian Grille – Italian Restaurant

15. Facilities Plan. (A full facilities plan must be attached which includes the existing and proposed site, building and plat plans, showing the entire structure(s) and the specific areas in the structure or on the site plan where the license or permit(s) will be used, including a plan for interior use and layout. The facilities plan shall show specifically how parking and traffic will be accommodated, and how the area will be impacted by such. The facilities plan shall also show specifically the seating capacity, bar area and dining area will be accommodated.)

A full facilities plan is attached hereto as Exhibit D.

16. Length of Time to Implement Facilities Plan. (Describe the length of time it will take once the license and/or permit(s) is approved, to implement the facilities plan, and any and all other site changes that need to be made for the proposed facility.)

30-60 days.
17. **Plan of Operation.** (Describe the proposed manner in which the establishment will be operated, including, but not limited to, the format, schedule of the hours of operation, crowd control, security, alcohol management, use of the facilities, parking provisions, ratio of food to alcohol sales, and any other pertinent information as requested by the Township Board, or any committee overseeing liquor license applications appointed by the Township Board.)

The hours of operation are estimated to be Monday – Friday: 4:00 p.m.-10:00 p.m. and Saturday and Sunday 12:00 p.m.-10:00 p.m. Dining will be in the restaurant and on a carry-out basis. There will be a bar/waiting area with seating for approximately 8 people. This area will be used primarily as a waiting area. The ratio of food to alcohol sales is estimated to be 80:20. Crowd control, security, and alcohol management are not an issue since this establishment will be primarily focused on food sales, and the hours of operation will not go past 10:00 p.m. There are 37 parking spaces currently available. The overall capacity in the restaurant is between 70-80 people and it is estimated there will be approximately 20 tables.

18. **Experience.** (Describe the experience of the Applicant and the interested persons, including shareholders, partners, members, etc., as to the operation of the type of facility proposed.)

**Eric Sitter, Member** has 23 years of experience in the restaurant business; **Jerry Edmonson, Member** has 15 years of experience in the restaurant business; and **Chris Etts, Member** has 15 years of experience in the restaurant business.

19. **Integration Into Neighborhood.** (Describe the expected impact of the facility into the neighborhood, how nuisances will be avoided, expected complaints from neighbors, how neighboring complaints will be addressed, and other similar information.)

**Applicant expects an easy transition into the neighborhood.** The facility, although vacant for some time, was previously a Pizza Hut restaurant. Introducing an affordable and more upscale dining experience will enhance the neighborhood without disrupting its intended use and character. No complaints are expected given the commercial nature of the neighborhood and that the site has been previously used for a restaurant. Nuisances will be avoided through proper maintenance and upkeep of the restaurant. The closest residential neighbor has been contacted and fully supports the changes that have been made to the outside of the building.

20. **Type of Entertainment.** (Describe the types of entertainment that will occur at the facility.)

**There will be no type of entertainment at the facility.**

21. **Written Overview.** (Present a written overview of the Applicant’s plans for the development and use of the Applicant’s facility. This may be summarized, and then presented in full later at any hearing on the issuance of the license/permit(s).)
The building and parking area will be improved to allow for the introduction of an affordable, more upscale Italian restaurant. The restaurant will be casual, but will offer good quality Italian fare. The intent of the restaurant is to offer Bedford Township residents an Italian restaurant in town, without the necessity to travel to Toledo.

22. General Trend and Character of Area. (Please describe the general and appropriate trend and character of the land, building, and population in the area with respect to the proposed facility.)

In the Bedford Township Master Plan Update, approved by the Steering Committee on June 29, 2015, the proposed facility is located in the “Village Center” category. This is defined as being appropriate for the development of a mix of commercial, office, and residential uses. In the Master Plan Update, these uses include places of worship, funeral homes, restaurants, taverns, service stations, and lodging. This land use category corresponds to all residential, office, and commercial zoning districts. Further, the Master Plan Update states that an Economic Development goal for Village Centers is to “Promote business vitality along specific corridors and within defined areas and the Village Centers to offer goods and services, increase employment opportunities, and capitalize on a sustainable tax base.”

23. Asset of the Community. (Describe how the proposed facility will be an asset to the community, and how it will be beneficial to the community as a whole.)

Sidelines Italian Grille will be an asset to the community because it is a perfect fit with the Steering Committee’s goals (as referenced above in Paragraph 22). This restaurant is replacing an unkempt lot in which a dilapidated Pizza Hut once sat. Since the property was sold in October of this year, the lot has been cleaned and improved. Further, the availability of the liquor license attracted the Applicant to this location and will be entering into a long term lease with the Owner if the liquor license is granted. The Applicant intends to offer Italian food to entice residents to stay within the Township instead of traveling to Toledo for Italian fare. Finally, the existence of a fully staffed Italian restaurant will also increase employment opportunities within the Township.

24. Financing. (Describe in detail how the facility will be constructed and/or improved and/or opened for business. Describe all financing and how payments will be made for the improvements acquired according to the facilities plan and plan of operation. Describe the source of all funds.)

The members of Sidelines Italian Grille, LLC are personally financing the operation. The members of the LLC will also be financing the improvements, which are estimated to cost $25,000-30,000. This estimate includes one-half the cost of a new monument sign at the facility (the owner will be personally financing the other half of the cost of the monument). The sign will be constructed pursuant to the Township Sign Ordinance.

25. Financial Institution as Depository. (Give name and address of financial institution where the Applicant’s funds for the establishment and operation of the entity sought to be licensed are and will be deposited.)
Directions Credit Union, 3000 Tremainsville Road, Toledo, OH 43613

26. **Past and/or Existing Licenses.** (Please describe in detail any past licenses and permits that have been held by the Applicant or any of the interested persons in the Applicant, such as shareholders, partners, members, etc., where that license and permit(s) were issued from, and give type of license and permit(s) held currently by the Applicant and any of the interested persons, such as shareholders, partners, members, etc., and the issuing agency.)

The Applicant does not have any past or existing licenses. The members of Sidelines Italian Grille, LLC are also members of Lambertville Entertainment Company, dba Sidelines Sports Eatery which holds a Class C license with the State of Michigan.

27. **Past and Present License and Permit Violation History.** (Please list all license and permit investigations, police contacts of any kind, and the disposition of any of said violations and contacts, with respect to any past or present license or permit that has been issued to the Applicant, or any of the interested persons, including shareholders, partners, members, etc.)

Lambertville Entertainment Company, dba Sidelines Sports Eatery have the following investigations and violations listed with the Liquor Control Commission:

<table>
<thead>
<tr>
<th>Violation Date</th>
<th>MLCC Complaint Number</th>
<th>Violation Description</th>
<th>Decision or Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/4/00</td>
<td>55216</td>
<td>ALLOW FIGHTS AND/OR BRAWLS ON LIC'D PREMISES: (MONROE CSD)</td>
<td>10/19/2000 $250 OR 12 DAYS SUSP COSTS $28 NEGOTIATED SETTLEMENT 9/12/2000 HEARING HELD ANN ARBOR WEATHERS-HARRIS-CONTRACT NEGOTIATED SETTLEMENT</td>
</tr>
<tr>
<td>6/8/00</td>
<td>54674</td>
<td></td>
<td>6/08/2000 PASSED CONTROLLED BUY OPERATIONS ON 6-7-00 (KOSLITER &amp; ALEXANDER &amp; X-079 &amp; X-078).</td>
</tr>
<tr>
<td>11/4/00</td>
<td>57793</td>
<td>INSTALL AN ADDITIONAL BAR WITHOUT THE PRIOR WRITTEN APPROVAL OF THE COMMISSION: (LCC INV ALEXANDER)</td>
<td>1/04/2001 LIC ACK - COMM WEATHERS 1/22/2001 $300 OR 15 DAYS SUSP. COMM ALSO ORDERS LIC SUSP 4/1/01 IF LIC IS NOT IN FULL COMPLIANCE REGARDING THIS MATTER; REVOKED 7/1/01 IF SUSP NOT WAIVED. COMM ALSO ORDERS LIC TO CEASE &amp; DESIST IN USING THE ADDITIONAL BAR IN QUESTIONS UNTIL APPROVAL FROM MLCC FOR USE OF SAME 5/02/2001 PER LICENSING - ADD BAR COMPLETE. LICENSEE IN COMPLIANCE.</td>
</tr>
<tr>
<td>11/4/00</td>
<td>57889</td>
<td>SALE TO MINOR - X-076 (18):(INV DAMES/X-076)</td>
<td>1/10/2001 $600 OR 30 DAYS SUS - SEC 801(2) 12/26/2000 LIC ACK - COMM WEATHERS</td>
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<tr>
<td>1/9/01</td>
<td>50052</td>
<td></td>
<td>1/09/2001 VIOL. WARN. NOTICE - R436.1015(1) &amp; R436.1405(1)</td>
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<tr>
<td>2/1/02</td>
<td>67971</td>
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<td>2/01/2002 2-1-02: VIOL. WARN. NOTICE - R436.1438(1)</td>
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<tr>
<td>7/28/09</td>
<td>136258</td>
<td>NSF CHECK (384.75): (LCC)</td>
<td>11/06/2009 LIC ACK - COMM GAFFNEY 11/19/2009 $100, $50 WAIVED FOR A TOTAL OF $50 OR 3 DAYS SUSP.</td>
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<tr>
<td>9/21/10</td>
<td>143222</td>
<td>NSF CHECK (262.60): (LCC)</td>
<td>1/21/2011 HEARING HELD PLYMOUTH POB/R/MCDOWELL/GIBSON RULE 15(D) 1/26/2011 $100 OR 5 DAYS SUSP. RULE 15(D)</td>
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<tr>
<td>12/1/11</td>
<td>150055</td>
<td>SALE TO MINOR DECOYS X-203 (19) AND X-208 (19): (LCC INV'S BARAGWANATH AND SHEPARD-ESTILL/CLERK JODY LYNN HERRERA/ID CHECKED)</td>
<td>1/27/2012 LIC ACK COMMISSIONER GAFFNEY 2/06/2012 1-2)$300 EACH FOR A TOTAL OF $600 OR 30 DAYS SUSP - SEC 801(2)</td>
</tr>
<tr>
<td>8/28/13</td>
<td>160843</td>
<td>NSF CHECK $337.51 <strong>NSF PAID 9/25/13</strong></td>
<td>10/03/2013 LIC ACK COMMISSIONER GAFFNEY 10/22/2013 $150 OR 8 DAY SUSP</td>
</tr>
<tr>
<td>5/17/14</td>
<td>165362</td>
<td></td>
<td>5/17/2014 PASSED CONTROLLED BUY OPERATION ON 5-17-14; SWOPE;</td>
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</table>
28. **Similar Licenses/Permits in Area.** (Describe the total number of similar licenses and similar permits in the general area, and in the Township as a whole.)

The following are the current Class C licenses in Bedford Township:

<table>
<thead>
<tr>
<th>Township</th>
<th>License Name (Business Name)</th>
<th>Location</th>
<th>Phone</th>
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<tbody>
<tr>
<td>BEDFORD TWP</td>
<td>A.J.'S DOOLITLLLES LLC</td>
<td>A.J.'S DOOLITLLLES</td>
<td>213963</td>
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<tr>
<td>BEDFORD TWP</td>
<td>BEDFORD HILLS GOLF CLUB LOUNGE, INC.</td>
<td>BEDFORD HILLS GOLF CLUB LOUNGE</td>
<td>3572</td>
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<tr>
<td>BEDFORD TWP</td>
<td>CACTUS II, INC. (AN OHIO CORPORATION)</td>
<td>COCO HOUSE</td>
<td>137373</td>
</tr>
<tr>
<td>BEDFORD TWP</td>
<td>CACTUS II, INC. (AN OHIO CORPORATION)</td>
<td>COCO HOUSE</td>
<td>223155</td>
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<tr>
<td>BEDFORD TWP</td>
<td>D &amp; M ENTERPRISE, INC.</td>
<td>MEMORIE'S BANQUET &amp; HALL</td>
<td>143713</td>
</tr>
<tr>
<td>BEDFORD TWP</td>
<td>E.M.E. CORPORATION</td>
<td>RANCH HOUSE LOUNGE</td>
<td>2241</td>
</tr>
<tr>
<td>BEDFORD TWP</td>
<td>E.T. OPERATIONS, L.L.C.</td>
<td>E.T.'S BAR &amp; PIZZA</td>
<td>154163</td>
</tr>
<tr>
<td>BEDFORD TWP</td>
<td>KB&amp;B, LLC</td>
<td>VILLAGE PIZZERIA &amp; PUB</td>
<td>231985</td>
</tr>
<tr>
<td>BEDFORD TWP</td>
<td>LAMBERTVILLE ENTERTAINMENT COMPANY</td>
<td>SIDELINES SPORTS EATERY</td>
<td>131992</td>
</tr>
<tr>
<td>BEDFORD TWP</td>
<td>LOS HERMANOS, INC. (AN OHIO CORPORATION)</td>
<td>MAGDALENA'S</td>
<td>5659</td>
</tr>
<tr>
<td>BEDFORD TWP</td>
<td>MAPLE GROVE, INC.</td>
<td></td>
<td>4643</td>
</tr>
<tr>
<td>BEDFORD TWP</td>
<td>MICHIGAN GLOBAL ENTERPRISES LLC</td>
<td>MELZ (Now Sage Steak and Seafood)</td>
<td>230178</td>
</tr>
<tr>
<td>BEDFORD TWP</td>
<td>P R S CORPORATION</td>
<td>GIANT OAK GOLF COURSE</td>
<td>1868</td>
</tr>
<tr>
<td>BEDFORD TWP</td>
<td>SAGUAROS RESTAURANTE &amp; CANTINA, LLC</td>
<td></td>
<td>228017</td>
</tr>
<tr>
<td>BEDFORD TWP</td>
<td>SHAKEN NOT STIRRED, LLC</td>
<td>QUIMBY'S</td>
<td>166261</td>
</tr>
<tr>
<td>BEDFORD TWP</td>
<td>VAN E, LLC</td>
<td>FOREST VIEW LANES</td>
<td>239668</td>
</tr>
</tbody>
</table>

29. **Input From Neighboring Residents/Businesses.** (Please include any input received from any neighboring residents and/or neighboring business owners as to the issuance of the license and/or permit(s).)

Residents and business owners are eager to have an affordable upscale Italian restaurant to visit instead of having to leave town. According to the property owner, the residential neighbor to the Southeast has been very pleased with the improvements that have been made thus far.

30. **Proximity to Other Licensed Establishments, Religious Establishments, and/or Schools.** (State the distances from any other licensed establishments, religious establishments and/or schools within 1,000 feet of the nearest portion of the parcel upon which the facility will be established.)

The property is located at the southeast corner of Secor Road and Summerfield Road, approximately 1/2 mile north of Sterns Road. Retailers in the immediate area include: Do It Best Hardware, Sidelines Sports Eatery (licensed establishment), Express Mart and KeyBank, Kroger Marketplace, O'Reilly Auto Parts, AutoZone, Rite Aid and Walgreens are approximately 1/2 mile south of the site. There are no churches or schools within the immediate area.

31. **Law Enforcement Public Official.** (Is the Applicant or any interested person, including shareholder, partner, member, etc., or any spouse, a law enforcement public official?)

- **Eric Sitter** Yes No X
- **Jerry Edmonson** Yes No X
- **Chris Etts** Yes No X
32. **Reasons for Non-Qualification.** (Describe any reasons why the Applicant, or any of the interested persons, such as shareholders, partners, members, etc., or the facility itself, might be disqualified for obtaining a license and/or permit(s).)

There are no known reasons for non-qualification.

33. **Violations.** (Describe any and all violations of any building codes, zoning regulations, health department regulations or laws, or any other Township ordinance, County ordinance, State Law or federal law, or any regulation relating thereto, having to do with the Applicant, any interested person, such as shareholder, partner, member, etc., or having to do with any property owned or occupied by any of them within the Township, or having to do with the proposed location of the facility.)

The following were listed as Code Enforcements with Bedford Township with regard to Sidelines Sports Eatery:

<table>
<thead>
<tr>
<th>Code No.</th>
<th>Status</th>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>EN09-1330</td>
<td>Inspection Pending</td>
<td>Shayla Pitzen</td>
<td>7/2/2010</td>
</tr>
<tr>
<td>EN09-1340</td>
<td>On Hold</td>
<td>Shayla Pitzen</td>
<td>6/30/2010</td>
</tr>
<tr>
<td>EN09-1275</td>
<td>10 Day Notice</td>
<td>Shayla Pitzen</td>
<td>6/21/2010</td>
</tr>
<tr>
<td>EN09-1191</td>
<td>15 Day Notice</td>
<td>Shayla Pitzen</td>
<td>6/4/2010</td>
</tr>
<tr>
<td>EN09-1178</td>
<td>Inspection Pending</td>
<td>Shayla Pitzen</td>
<td>6/3/2010</td>
</tr>
<tr>
<td>EN09-0445</td>
<td>Closed</td>
<td>Steve Heer</td>
<td>7/15/2009</td>
</tr>
<tr>
<td>EN09-0434</td>
<td>Inspection Pending</td>
<td>Steve Heer</td>
<td>7/9/2009</td>
</tr>
<tr>
<td>EN08-0257</td>
<td>Inspection Pending</td>
<td>Steve Heer</td>
<td>5/14/2008</td>
</tr>
<tr>
<td>EN09-1329</td>
<td>Inspection Pending</td>
<td>Shayla Pitzen</td>
<td></td>
</tr>
</tbody>
</table>

It is not believed that any of the above-listed code enforcements resulted in an actual violation and the situation that created a need for investigation (outdoor volleyball courts) has been remedied and no longer exists.

34. **Delinquent Taxes and Charges.** (List any and all delinquent real property taxes, personal property taxes, special assessments, sewer charges, water charges, or any other charges of the Township, relating to any property owned or occupied by, or involving the Applicant, or any of the interested persons, such as shareholders, partners, members, etc., or having to do with the proposed location of the facility.)

None.

35. **Previous Applications.** (List and describe the disposition on any previous application ever made to the Township, or any other municipality, county or state, for a liquor license and/or permit of any kind by the Applicant, or any of the interested persons, such as shareholders, partners, members, etc., or having to do with the proposed location.)

None.
36. **Additional Information.** (Please state any additional information that may be of assistance to the Township in making its decision with respect to the applied for license and/or permit(s).)

   The Applicant is a locally owned company whose members have a good track record within the community. The members have been involved in the restaurant business in Bedford Township for over 15 years. They have been strong community supporters who have made positive contributions to local schools, sports teams, charities, and even the Adopt-a-road program. If their application is granted, they intend to continue their community minded approach as local business owners. Finally, as co-owners of Sidelines, they are one of the largest restaurant employers in Bedford Township. Opening Sidelines Italian Grille will create NEW jobs and breathe new life into a vacant commercial building, situated at a highly visible location in the Township.

37. **Agreement.** By executing and submitting this Application, the Applicant, along with all interested persons, including shareholders, partners, members, etc., all agree to the following:

   The Applicant and/or interested persons are not disqualified to receive a license and/or permit(s).

   The Applicant and/or interested persons will not violate any of the laws of the Township of Bedford, County of Monroe, State of Michigan or the United States of America.

   The Applicant and/or interested persons will abide by the Liquor Control Commission’s rules and regulations at all times. If the Applicant and/or interested persons should ever become disqualified to hold a license and/or permit(s), notification will be provided to the Township.

Dated:  **10-30-15**

Name of Applicant:

SIDELINES ITALIAN GRILLE, LLC.

By: [Signature]

Eric Sitter

*(Signature of authorized person to bind Applicant)*

Member of Sidelines Italian Grille, LLC

*(Official position of signing party for Applicant)*
The Applicant certifies that all of the interested persons (shareholders, partners, members, etc.) have signed below.

Signatures of all interested persons (shareholders, partners, members, etc.) Attach extra paper if necessary.

Dated: 10-30-15

Eric Sitter, Member, Sidelines Italian Grille, LLC

Dated: 10-30-15

Jerry Edmonson, Member, Sidelines Italian Grille, LLC

Dated: 10-30-15

Chris Etts, Member, Sidelines Italian Grille, LLC
EXHIBIT A
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

SIDELINES ITALIAN GRILLE, LLC

ID NUMBER: E7007Q

received by facsimile transmission on August 20, 2015 is hereby endorsed.

Filed on August 20, 2015 by the Administrator.

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

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 20th day of August, 2015.

Sent by Facsimile Transmission

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

FOR BUREAU USE ONLY

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

Name
Law Offices of Timothy J. Horne, Inc.

Address
4303 Telmadge Road, Suite 102

City
Toledo

State
OH

ZIP Code
43623

EFFECTIVE DATE:

Document will be returned to the name and address you enter above. If left blank, document will be returned to the registered office.

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on reverse side)

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

ARTICLE I

The name of the limited liability company is: Sidelines Italian Grille, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

Restaurant ownership and management

ARTICLE III

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

ARTICLE IV

1. The name of the resident agent at the registered office is: Eric E. Sitter

2. The street address of the location of the registered office is:

6948 Deer Ridge Drive
Temperance, Michigan 48182

(Sweet Address) (City) (Zip Code)

3. The mailing address of the registered office if different than above:

(P.O. Box or Street Address) (City) (Zip Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

See Exhibit A attached hereto and made a part hereof.

Signed this 20th day of August, 2015

By

(Signature(s) of Organizer(s))

Eric E. Sitter

(Type or Print Name(s) of Organizer)
ADDITIONAL PROVISIONS TO
INITIAL ARTICLES OF ORGANIZATION
SIDELINES ITALIAN GRILLE, LLC

Provisions attached hereto are incorporated herein and made a part of these articles of organization.

ARTICLE VI. A member or manager of the limited liability company shall not be disqualified by his/her office from dealing or contracting with the limited liability company as a vendor, purchaser, employee, agent, or otherwise. No transaction or contract or act of the limited liability company shall be void or voidable or in any way affected or invalidated by reason of the fact that any member or manager of any firm of which any member or manager is a member or any corporation of which any member or manager is a shareholder, director or trustee, or any trust of which any member or manager of the limited liability company is a trustee or beneficiary, is in any way interested in such transaction or contract or act. No member or manager shall be accountable or responsible to the limited liability company for or in respect to any transaction by him/her by reason of the fact that he/she or any firm of which he/she is a member or any corporation of which he/she is a shareholder, director, or trustee, or any trust of which he/she is a trustee or beneficiary, is interested in such transaction or contract or act; provided the fact that such member or manager of such firm or such corporation or such trust is so interested shall have been disclosed or shall have been known to the other members of the limited liability company or such members thereof as shall be present at any meeting of the members of the limited liability company at which action upon such contract or transaction or act shall have been taken. Any member may be counted in determining the existence of a quorum at any meeting of the members of the limited liability company which shall authorize or take action in respect to any such contract or transaction or act, and any officer of the limited liability company may take any action within the scope of his/her authority, respecting such contract or transaction or act, with like force and effect as if he/she or any firm or which he/she is a member, or any corporation of which he/she is a shareholder, director, or trustee, or any trust of which he/she is a trustee or beneficiary, were not interested in such transaction or contract or act, without limiting or qualifying the foregoing, if in any judicial or other inquiry, suit, cause, or proceeding, the question of whether or member or manager of the Limited liability company has acted in good faith is material, and notwithstanding any statute or rule of law or of equity to the contrary (if any there be), his/her good faith shall be presumed, in the absence of proof to the contrary by clear and convincing evidence.

ARTICLE VII. Except as otherwise provided herein, every person who is or has been member or manager of the limited liability company and his/her heirs and legal representatives is hereby indemnified by the limited liability company against expenses and liability actually and necessarily incurred by him/her in connection with the defense of either (1) any action, suit or proceeding to which he/she may be a party defendant or (2) any claim of liability asserted against him/her, by reason of his/her being or having been a member or manager of the limited liability company. Without limitation, the term "expenses" includes any amount paid or agreed to be paid in satisfaction of a judgment or in settlement to the company itself. The limited liability company does not, however, indemnify any member or manager in respect to any matter as to which he/she shall be finally adjudged liable for negligence or misconduct in the performance of his/her duties as
such member or manager, nor, in the case of settlement, unless such settlement shall be found to be in the interest of the limited liability company by (1) the court having jurisdiction of the action, suit or proceeding against such member or manager or of a suit involving his/her right to indemnification, or (2) a majority of the members of the limited liability company then in office other than those involved in such matter (whether or not such majority constitutes a quorum), or, if there are not at least two members of the limited liability company then in office, other than those involved in such matter, by a majority of a committee (selected by the members or manager) of the limited liability company, who are not members or managers, provided that such indemnity in case of a settlement shall not be allowed by such members or committee of members unless it is found by independent legal counsel (meaning a lawyer who is not a member, manager, or employee of the limited liability company and is not a partner or professional associate of a member, manager, or employee of the limited liability company) that such settlement is reasonable in amount, and in the interest of the limited liability company. The foregoing right of indemnification shall be in addition to all rights to which any such member or manager may be entitled as a matter of law.

Each person (including a member or manager of the limited liability company) who at the request of the limited liability company, acts as a director or officer of any other corporation in which the limited liability company, owns shares, or of which it is a creditor, may, by action of the members, be indemnified by the limited liability company to the extent that the members or managers of the limited liability company are indemnified by this Article VII.

ARTICLE VIII. Notwithstanding any provisions of law requiring for any action the vote of a designated proportion of the voting power of the limited liability company, such action may be taken by a vote of the holders of an interest in the limited liability company entitling them to exercise a majority of the voting power of the limited liability company; and notwithstanding any provision of law requiring (or permitting as an alternative to a vote) for any action the written consent of the holders of any designated proportion of the outstanding interests of the limited liability company, such action may be taken by the written consent of the holders of a majority of the outstanding interests of this limited liability company.

These additional provisions are adopted this 26th day of August, 2015.

Eric E. Sitter
EXHIBIT B
Legal Description

Situated in the Township of Bedford, County of Monroe, State of Michigan:

Parcel I:

That part of Section 29, Town 8 South, Range 7 East described as: Commencing at a point 1358.55 feet North 00 degrees 45 minutes East from the Southwest corner of the Northwest 1/4 of said Section, thence North 00 degrees 45 minutes East 91.20 feet; thence South 87 degrees 19 minutes East 130.29 feet; thence South 28 degrees 01 minutes West 135.79 feet; thence North 62 degrees 45 minutes West 75.98 feet to the place of beginning.

Parcel II:

All that part of the West 1/2 of the Northwest 1/4 of Section 29, Town 8 South, Range 7 East bounded and described as follows: Beginning at the intersection of West line of West 1/2 of Northwest 1/4 of said Section 29 with the centerline of Jackman Road (so-called); thence Southeasterly along said centerline of Jackman Road 189.60 feet; thence Southwesterly on line drawn at right angles from said centerline of Jackman Road 225.00 feet; thence Northwesterly on line that is parallel with and 225.00 feet Southwesterly of said centerline of Jackman Road 78.64 feet more or less to its intersection with said West line of West 1/2 of Northwest 1/4 of said Section 29; thence Northerly along said West line of West 1/2 of Northwest 1/4 of said Section 29, 220.88 feet more or less to point of beginning. Excepting therefrom parcel described as follows:

That part of Section 29, Town 8 South, Range 7 East described as follows: Commencing at point 1358.55 feet North 00 degrees 45 minutes East from the Southwest corner of Northwest 1/4 of said Section, thence North 00 degrees 45 minutes East 91.20 feet, thence South 87 degrees 19 minutes East 130.29 feet, thence South 28 degrees 01 minutes West 135.79 feet, thence North 62 degrees 45 minutes West 75.98 feet to point of beginning.

Parcel III:

Beginning 189.60 feet from the intersection of the West line of the West 1/2 of the Northwest 1/4 of said Section 29 with the centerline of the Lambertville Road (so-called), thence Southeast along the said centerline of the Lambertville Road (so-called) 60 feet, thence Southwest on a line drawn at right angles from the said centerline of the Lambertville Road 225 feet, thence Northwest on a line is parallel with and 225 feet Southwest of said center line of Lambertville Road 60 feet to its intersection with the said West line of the West 1/2 of the Northwest 1/4 of Section 29, thence North at right angles 225 feet to the place of beginning. Section 29, Town 8 South, Range 7 East.
The above three parcels are described as follows as one parcel:

Being a part of the Northwest 1/4 of Section 29, Town 8 South, Range 7 East, further described as:
Commencing at the railroad spike found at the intersection of the West line of said Section 29 with the centerline of Summerfield Road, said point being 1056.00 feet South 00 degrees 45 minutes West from the Northwest corner of said Section 29 and 1616.90 feet North 00 degrees 45 minutes East from the West 1/4 corner of said Section 29 as monumented; thence South 61 degrees 49 minutes 00 seconds East 254.33 feet, along the centerline of Summerfield Road; thence South 28 degrees 01 minutes 00 seconds West 33.00 feet, to a found iron pipe; thence continuing South 28 degrees 01 minutes 00 seconds West 192.00 feet; thence North 61 degrees 49 minutes 00 seconds West 60.00 feet; thence South 28 degrees 01 minutes 00 seconds West 3.06 feet, to a found iron; thence North 62 degrees 45 minutes 00 seconds West 75.98 feet, to the West line of said Section 29; thence North 89 degrees 15 minutes 33 seconds East 258.35 feet, along said West line, to the point of beginning.

Parcel IV:

A part of the Northwest quarter of Section 29, Town 8 South, Range 7 East, further described as:
Commencing at a point on the West line of said Section 29, being 1250.00 feet North 00 degrees 45 minutes East from the West quarter corner of said Section 29, as monumented; thence North 00 degrees 45 minutes East 108.55 feet; thence South 62 degrees 45 minutes East 75.98 feet; thence North 28 degrees 01 minutes East 3.06 feet; thence South 61 degrees 49 minutes East 60.00 feet; thence South 00 degrees 45 minutes West 98 feet; thence Northwesterly upstream, more or less along the centerline of Springbrook Drain, to the Easterly right-of-way of Secor Road (66 foot wide); thence North 89 degrees 15 minutes 33 seconds West 25 feet to the point of beginning.

All of the above parcels also described as:

A part of the Northwest 1/4 of Section 29, Town 8 South, Range 7 East, further described as:
Commencing at point on the West line of said Section 29, being 1250.00 feet North 00 degrees 45 minutes East from the West quarter corner of said Section 29, as monumented; thence from said Point of Beginning continuing North 00 degrees 45 minutes East along said West Section line a distance of 367.20 feet to a railroad spike at the intersection of the West line of said Section 29 with the centerline of Summerfield Road; thence South 61 degrees 49 minutes 00 seconds East along the centerline of Summerfield Road a distance of 254.33 feet; thence South 28 degrees 01 minutes 00 seconds West 225.00 feet; thence South 00 degrees 45 minutes 00 seconds West 98.00 feet to a point on the centerline of Springbrook Drain; thence North 61 degrees 05 minutes 51 seconds West 101.68 feet along the centerline of Springbrook Drain to the Easterly right-of-way line of Secor Road (66 foot wide); thence North 89 degrees 15 minutes West 33.00 feet to the Point of Beginning.

Property Address: 7965 Summerfield

Tax Parcel Identification Number: 02-029-030-00
EXHIBIT C
Lennex Realty Company, LLC
3407 W Sterns Road, Suite A
P.O. Box 292
Lambertville, MI 48144

RE: LETTER OF INTENT (LOI)/OFFER TO LEASE

The undersigned hereby offers to lease through Lennex Realty Company, LLC approximately 2,912 square feet plus or minus in the premises known as 7965 Summerfield Road; Lambertville; Monroe County, MI 48144 (See Exhibit A) on the following terms and conditions:

1. Lease to be for a period of three (3) years and three (3) months commencing October 1, 2015 and terminating December 31, 2018. Possession to be given the earlier of lease execution or October 1, 2015.

2. The rent schedule shall be as follows:

<table>
<thead>
<tr>
<th>Year (s)</th>
<th>Base Rate</th>
<th>Monthly Rent</th>
<th>Annual Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 3</td>
<td>$11.95/SF/Yr.</td>
<td>$2,900.00*</td>
<td>$34,800.00</td>
</tr>
</tbody>
</table>

*Plus Utilities and maintenance

Rent shall commence on January 1, 2016.

Note: Tenant shall pay utilities and maintenance only from the possession date through December 31, 2015.

3. Tenant shall be granted two (2), three (3) year option(s) to renew this lease on the same terms and conditions, except that the rent shall be increased to $3,000.00/Mo. plus utilities and maintenance for the first option period and to $3,100.00/Mo. plus utilities and maintenance for the second option period**.

**Option amounts to be adjusted as per Paragraph 6H if taxes are reduced by the Township.

4. The premises are to be used for a restaurant serving both food and beverages (both alcoholic and non-alcoholic and related purposes).

5. Responsibilities of the Tenant (Lessee) to be incorporated into the Lease:

A. Pay all utilities including but not limited to gas, electricity, telephone water/sewer.
B. Pay common area utilities (including parking lot lights) and maintenance including grounds maintenance (except snow removal).
C. Provide and pay for lease contents and liability Insurance with the Tenant as the primary insured and the Landlord as an additional named insured.
D. Maintain interior of premises including all electrical, heating, cooling and plumbing systems (subject to warranties) during tenancy.
E. Complete necessary Tenant Improvements (TI) at Tenant’s expense according to applicable building codes and subject to Landlord’s approval, said approval not to be unreasonably withheld. (See Exhibit B)
F. Pay half the cost of the installation of a new sign consistent with the local sign ordinance plus the cost of the Tenant’s Panel.
6). **Responsibilities of the Landlord (Lessor) to be incorporated into the Lease:**

A. Maintain roof and structure at Landlord’s expense.
B. Provide and pay for building fire and hazard insurance.
C. Pay property taxes.
D. Provide snow removal service.
E. Deliver all heating, cooling, electrical and plumbing systems to Tenant in good working order and enforce warranties on behalf of Tenant.
F. Deliver space to Tenant with “AS IS” except for Landlord Improvements (LI) specified in Exhibit C unless adjusted by mutual agreement of Landlord and Tenant.
G. Pay half the cost of the installation of a new sign (Tenant to pay other half plus cost of Tenant’s panel).
H. Within six (6) month’s after lease execution, petition the Township for tax relief and split the savings (if any) equally with the Tenant.

*Subject to pro-rata reimbursement by Tenant. Total pro-rata reimbursements by Tenant shall not exceed $_____ /SF/Year in year one.*

7). Landlord warrants that, to the best of its knowledge and belief, hazardous or toxic materials have not been used, treated, stored, or disposed of on said property.

8). Tenant and Landlord recognize that the agents involved in this lease are relying on all information provided herein or supplied by public records or landlord in connection with the real estate, and agree to indemnify and hold harmless Lennex Realty Company, its agents and employees, from any claims, demands, damages, suits, liabilities, costs, and expenses (including reasonable attorneys fees) arising out of any misrepresentation or concealment of facts by Landlord or its sources.

9). **REALTY FEES FOR LEASES.** Seller (Landlord) agrees to pay Broker for professional realty services a fee in an amount equal to **five percent (5%)** of the base rents payable over the initial term of any lease (including any build-to-suit lease) of the Property. Such **five percent (5%)** fee shall be earned and payable as follows:

   a). Fifty percent (50%) upon execution of the lease.
   
   b). Fifty percent (50%) upon the Tenant’s occupancy of the Property or ninety (90) days after the execution of the lease. Notwithstanding anything else contained herein, the lease commission for the initial term of the lease shall not be less than $2,000.00.

**Options** – Should the lease term be extended or the Tenant (or its assignee) occupy additional space by virtue of option(s) or other provisions in the lease, or through subsequent modification of such provisions, Landlord shall pay an additional professional fee to Broker equal to **five percent (5%)** of the additional gross rentals.** Such additional commission shall be earned and payable in full at the time the extended term commences or the additional space is occupied.

*Applies to one (1) renewal term only

**Less any fees that may be payable to an outside broker

**Sale to Tenant** – In the event that the Property is sold or exchanged to the tenant (or its assignee or nominee) during or after the end of the lease, Broker shall receive an additional commission in the amount of seven percent (7%) of the gross sales price less the amount (if any) of commission previously paid to Broker that is applicable to the unexpired portion of the then current lease term.
Seller (Landlord) agrees to (a) incorporate this commission agreement within the lease document(s) and (b) provide at least ninety (90) days' advance written notice to Broker in the event of any pending sale, exchange, conveyance or transfer of the Property to Tenant.

10. **FINANCIAL INFORMATION.** Tenant hereby grants the Landlord and/or Lennex Realty Company the right to obtain business plans, financial statements, bank references, credit references, personal guarantees and other information pertaining to the Tenant and understands that the Landlord has the right to refuse the Offer to Lease if said information does not meet Landlord's approval. Tenant agrees to provide Landlord a copy of its credit report.

11. **LANDLORD CONTINGENCY.** This LOI and any subsequent lease is contingent upon the Landlord successfully executing a purchase agreement for the Premises and closing the transaction on or before September 15, 2015.

12. **TENANT CONTINGENCY.** This LOI and any subsequent lease is contingent upon the Tenant acquiring a liquor license appropriate for Tenant's desired use of the Premises.

By signing below, the parties confirm that they have received, read, and understood the attached Agency Disclosure Form and that said form was provided to them before signing this agreement.

This Offer to Lease represents a non-binding letter of intent from the undersigned Tenant/Lessee and shall be valid until 5:00 p.m. unless withdrawn prior to that date at the Tenant/Lessee's sole discretion. If the Offer is accepted by the Landlord/Lessor on or before the expiration date, a business property lease will be prepared. Said lease shall incorporate all of the above terms and conditions and be subject to the approval of the attorneys for both parties.

The undersigned hereby agrees to deposit the total sum of $5,800.00 with the Landlord/Lessor upon execution of a lease. Said sum shall apply as a security deposit ($2,900.00) and the first month's rent (January 2016) ($2,900.00).

Very truly yours,

**TENANT:** SIDELINES ITALIAN GRILLE OR ANOTHER LLC TO BE NAMED

Date: 8-18-15

By: [Signature]

Jerry L. Edmondson

This Offer is accepted this __________ day of __________________________, 2015. A business property lease will be drawn immediately incorporating all of the above terms and conditions, subject to the approval of the attorneys for both parties.

**LANDLORD:** GREENSWEEP, INC.

By: [Signature]

Stephen M. Fuzinski

Deposit of $0. received this __________ day of __________________________, 2015.

**LENNEX REALTY COMPANY, LLC**

By: [Signature]

Steven R. Lennex, CCIM
COMMERCIAL PROPERTY LEASE

This lease (the Lease) is entered into on the ___ day of __________, 2015, between GREEN SWEEP, INC., an Ohio Corporation, with offices at 10720 Airport Hwy., Swanton, OH 43558 (Lessor), and SIDELINES ITALIAN GRILLE, L.L.C., a Michigan Limited Liability Company, of 6948 Deer Ridge Drive, Temperance, MI 48182 (Lessee), on the following terms and conditions.

1. PREMISES. Lessor leases to Lessee approximately 2,912 square feet plus or minus, in the premises known as 7965 Summerfield Road, Lambertville, MI 48144, including the right to access said property and to use the parking lots, driveways and all other common areas of the parcel together with all rights, privileges, easements, appurtenances and amenities belonging to or in any way pertaining thereto (collectively, “the premises”).

2. TERM. The initial term of this Lease shall be THREE (3) years and TWO (2) months, commencing on the 1st day of November, 2015 (the Commencement Date) and expiring on December 31, 2018. Lessee shall take immediate possession of the premises upon execution of this lease.

3. RENT. Rent shall commence on January 1, 2016 and for the remaining three years of the initial term of the Lease, Lessee shall pay Lessor as rent for the Premises, the amount of $34,800.00 per year, payable in equal monthly installments of $2,900.00. Monthly installments of rent shall be due and payable in advance on the first day of each calendar month. Rent for any partial month of occupancy shall be prorated. Rent payments shall be made to Lessor at its address shown above or any other place designated in writing by Lessor.

   a. Beginning on the Commencement Date and continuing on for the duration of this lease, Lessee agrees to be responsible for the prompt payment of all of the utility and maintenance services for the Premises, including water, sewer, gas, electricity, telephone, parking lot lights, grounds maintenance (except snow removal) and other services delivered to the Premises. All other services contracted for by Lessee shall be paid for by Lessee immediately on presentation of the invoice so that no past due accounts arise.

4. SECURITY DEPOSIT. Lessee shall pay a security deposit of $2,900.00. The security deposit shall secure the performance of Lessee’s obligations under this Lease. Lessor may, but shall not be obligated to, apply all or a portion of the deposit to the payment of Lessee’s obligations under this Lease. Any balance remaining on termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month’s rent. Lessor may commingle the security deposit with any other funds of Lessor and shall not pay any interest on the deposit held.

   a. Upon execution of this lease, Lessee shall also deposit the first month’s rent (due January 1, 2016) in the amount of $2,900.00.
5. **SIGNS.** Lessor and Lessee agree to pay half the cost of the installation of a new sign, consistent with the local sign ordinance. Lessee shall pay the cost of the Lessee's new sign panel. Lessor reserves the exclusive right to the exterior of the Building, and Lessee shall not construct, place, or paint any sign or awning or other improvement or apparatus on the exterior of the Building without the prior written consent of Lessor, which will not be unreasonably withheld. Any signs placed in the windows of the Premises shall be in keeping with the character and decor of the Building as a whole.

6. **ACCEPTANCE OF OCCUPANCY.** Lessee shall commence occupancy of the Premises on the Commencement Date and begin payment of rent as called for by this Lease. Lessee has inspected the Premises and common areas, finds them in good order and repair, acceptable for Lessee’s intended use of the Premises, and accepts the Premises and common areas as is.

7. **OPTION TO RENEW.** Lessee shall have an option to renew this Lease on the expiration of the initial term of the Lease for TWO (2) additional terms of THREE (3) years each by giving written notice of renewal to Lessor 90 days before this Lease expires. The renewal shall be on the same terms and conditions as stated in this Lease, except that the annual rent shall increase to $36,000.00 ($3,000.00 per month) for the first option period and $37,200.00 ($3,100.00 per month) for the second option period.

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

9. **USE.** The Premises are to be used and occupied by Lessee for the operation of a restaurant and for no other purpose without the prior written consent of Lessor. No activity shall be conducted on the Premises that does not comply with local laws, ordinances, and regulations. If any license or permit is required for the proper and lawful conduct of the designated Use or if a failure to procure such a license or permit might, in any way, affect Landlord or the Property, Tenant, at Tenant’s expense, must duly procure and maintain the license or permit. Tenant, at Tenant’s expense, must at all times comply with the requirements of each license and permit.

10. **EXPENSES.** Lessor shall pay all costs and expenses incurred in operating and managing the Building except the maintenance and repair of the interior space leased to Lessee and the utility and maintenance services for the Premises described above in paragraph 3(a), which are to be paid by Lessee.
11. **LANDLORD’S LIEN.** Lessee grants a lien to Lessor on all Lessee’s property on the Premises to secure the performance of Lessee’s obligations under this Lease. Lessee also agrees to sign any financing statements Lessor requests to perfect this lien.

12. **REPAIRS AND MAINTENANCE.**

   a. **LESSEE’S RESPONSIBILITIES.** Lessee shall, during the lease term, which includes all option periods, at its own expense, repair and maintain the interior of the premises. Lessee shall at its sole expense keep and maintain the premises in a reasonably clean and orderly condition, free of accumulation of dirt and rubbish. Lessee shall be responsible for all security at or related to premises, including all buildings on the premises. Lessee shall be responsible for cleaning all windows (inside and out) of the premises, buildings and improvements, and for all sweeping, cleaning the premises. Lessee shall also be responsible for the repair, replacement and reconstructing the glass windows and all exterior doors of the premises buildings and improvements. Lessee shall be responsible for the repair, replacement and reconstruction of the structure to the extent that any element of the structure (including, without limitation the roof) should require such repair, replacement, or reconstruction on account of the acts or omissions of Lessee, its agents, invitees, or parties hired by Lessee. Lessee agrees that it will, at its own expense, repair, modify and maintain the mechanical equipment, including, but not limited to, heating, ventilating and air conditioning systems (“HVAC”), plumbing, electrical systems and equipment, coolers and compressors and other machinery and equipment, in order to maintain the same in good condition and repair, and to cause said items to comply with all laws and regulations, present and future, related thereto. Lessee shall keep canopy lights lit during all hours of darkness (after sunset), including throughout the night. Damage caused by third parties attempting to gain, or gaining unlawful entry to the premises shall be repaired by Lessee at Lessee’s expense.

   b. **LESSOR’S RESPONSIBILITIES.** Lessor shall, during the term, which includes all option periods, at its own expense, repair, replace, reconstruct, alter and improve the exterior of the premises and all paved and parking portions, landscaped and lawn areas, which may be needed to maintain the same in good condition and repair. Lessor shall be responsible for the replacement or reconstruction of the “structure”. “Structure” is specifically defined as only the roof, foundation, load bearing walls, and support beams. The Lessor will be responsible for the replacement or reconstruction of the structure. Lessor shall deliver all Heating, Cooling, Electrical, Plumbing systems to Tenant in good working order and enforce warranties on behalf of Lessee. Lessor shall, at its own expense replace the heating, ventilating and air conditioning systems (“HVAC”), plumbing, electrical systems and equipment, coolers and compressors and other machinery and equipment if it is determined by a mutually agreed upon technician or expert that it would not be economically feasible to repair said equipment.
13. **SURRENDER OF PREMISES.** Lessee shall surrender the Premises to Lessor at the expiration of this Lease, broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear.

14. **ENTRY AND INSPECTION.** Lessee shall permit Lessor or Lessor’s agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises, shall permit Lessor at any time within 90 days before the expiration of the Lease to place on the Premises standard “for lease” signs, and permit persons desiring to lease the Premises to inspect the Premises during that period.

15. **TAXES AND ASSESSMENTS.** Lessor shall pay all real and personal property taxes and assessments levied and made against the Premises. All taxes levied on the personal property owned or leased by Lessee shall be the sole responsibility of Lessee. Within SIX months after the Commencement Date, Lessor shall petition the Township of Bedford for tax relief and split the savings, if any, equally with Lessee.

16. **ALTERATIONS.** Lessee may remodel and make improvements to the premises. However, any remodeling or improvements that will significantly alter the Premises or require an investment by Lessee in excess of $5,000 shall require the prior written approval of Lessor. The work shall be done without injury to any structural portion of the Building. Any improvements constructed pursuant to this paragraph shall become the property of Lessor on the termination of this Lease.

17. **ASSIGNMENT AND SUBLETTING.** Lessee may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity not affiliated with Lessee without the prior written consent of Lessor. Lessor shall have total discretion regarding its approval of proposed assignments or subleases.

18. **TRADE FIXTURES.** All trade fixtures and moveable equipment (including any fire suppression system) installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by it at the expiration of this Lease. Lessee shall repair any damage caused by such removal and restore the Premises to their original condition.

19. **INSURANCE.** Lessor shall, at its expense, insure the Building against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils. Lessee shall obtain and maintain in full force general liability and property damage insurance, with both Lessee and Lessor as named insured parties, covering any and all claims for injuries to persons occurring in, on, or about the Premises, in an amount and issued by a company approved by Lessor. The insurance shall also contain a waiver of subrogation clause exempting Lessor from any liability for any insured loss. Lessee shall deliver to Lessor customary insurance certifications evidencing that the insurance is in effect at all times during the term of the Lease. The policy must further provide for notice by the insurance company to Lessor of any termination or cancellation of the policy at least 30 days in advance of that event.
20. LESSEE’S LIABILITY. All Lessee’s personal property, including trade fixtures, on the Premises shall be kept at Lessee’s sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased Premises or any part of the Building of which the leased Premises are a part or for any loss or damage resulting to Lessee or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause, except as may result from and be directly caused by the gross negligence or recklessness of Lessor. The provisions of this section shall not be interpreted to prevent Lessee from recovering any losses under the coverage provided by Lessor’s fire and extended coverage insurance policy, if any losses of Lessee are covered by that policy.

21. DESTRUCTION OF PREMISES. If the Premises are partially damaged or destroyed through no fault of Lessee, Lessor shall, at its own expense, promptly repair and restore the Premises. Rent shall abate in whole or in part during the period of restoration according to the amount of destruction if the destruction was not caused by Lessee. If the Premises are totally destroyed through no fault of Lessee or if the Premises cannot be repaired and restored within 90 days after the event of destruction, either party shall have the right to terminate this Lease, effective as of the date of the event, by giving the other party written notice of termination within 10 calendar days after the occurrence of the event. If the notice is given within that time period, this Lease shall terminate, and rent shall be adjusted between the parties to the date of the occurrence of the event. If the notice is not given within the required period, this Lease shall continue and Lessor shall repair the Premises.

22. MUTUAL RELEASES. Lessor and Lessee, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased Premises or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss. Lessor and Lessee shall each cause appropriate clauses to be included in their respective insurance policies covering the Premises waiving subrogation against the other party consistent with the mutual release in this paragraph.

23. CONDEMNATION. If the Premises or any part of them are taken for any public or quasipublic purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Lessor or Lessee, effective as of the date the public authority takes possession. All damages for the condemnation of the Premises or Building that is awarded for the taking shall be payable to and be the sole property of Lessor.

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

25. DEFAULT AND REENTRY. If Lessee neglects or fails to perform its obligation to pay rent when due; if Lessee neglects or fails to perform any other covenants in this Lease to be observed and performed on its part for 10 days after written notice by Lessor of the default; if Lessee makes any assignment for the benefit of creditors or a receiver is appointed for Lessee or its property; or if any proceedings are instituted by or against Lessee in bankruptcy (including reorganization) or under any insolvency laws, Lessor may reenter the Premises and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. In the alternative, Lessor may terminate the Lease and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. Notwithstanding any termination of the Lease by Lessor or reentry by Lessor without a termination, Lessee shall continue to be liable to Lessor for rent owed under this Lease, any rent deficiency that results from a reletting of the Premises during the term of this Lease, and the cost of reletting the Premises.

Notwithstanding any reletting without termination, Lessor may at any time elect to terminate this Lease for any default by Lessee by giving written notice of the termination to Lessee.

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

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

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

28. LESSEE’S POSSESSION AND ENJOYMENT. Lessee, on the payment of the rent at the time and in the manner stated above and on performance of all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Premises for the initial term and any option periods of this Lease.

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

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

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

32. FEES AND EXPENSES. Any fees, costs, or expenses incurred by a prevailing party enforcing the other party’s obligations under this Lease, including reasonable attorney fees, shall be due and payable immediately under the Lease.

33. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.

34. TIME OF THE ESSENCE. Time shall be deemed to be of the essence in the performance of this Lease.

35. EFFECTIVE DATE. This Lease shall be effective as of the date first stated above.

36. CONSTRUCTION AND INTERPRETATION. This Lease will be construed in accord with Michigan law. This Lease has been negotiated at arm’s length and carefully reviewed by both parties. This Lease is not to be construed against either party. The use of the word may in describing the right of a party means that the party has the discretion, but not an obligation, to exercise that right. The use of the words will or shall
in describing an obligation of a party means that the party must perform that obligation. The use of the words *include* or including is *intended* to be illustrative, not exhaustive.

The parties will rely solely on the terms of this Lease to govern their relationship. This Lease merges all proposals, negotiations, representations, agreements, and understandings with respect to the Lease. There are no representations with respect to the condition of the Premises/Real Estate Taxes/Operating Expenses, or any other matter in any way related to the Premises or this Lease except as expressly set forth in this Lease. There are no damages within the contemplation of the parties except as expressly identified in this Lease. No rights, covenants, easements, or licenses may arise by implication. Reliance on any representation, omission, action, or inaction outside of this Lease is unreasonable and does not establish any rights or obligations on the part of either party. This Lease may only be modified or amended by a written document signed by Lessor and Lessee. There may be no oral modifications or amendments of this Lease, whether or not supported by consideration.

No endorsement or statement on any check or on any letter accompanying any check will be deemed an accord and satisfaction. Lessor may accept any check or payment without prejudice to Lessor’s right to recover the balance of the amount due or to pursue any other remedy. Lessee acknowledges that the Annual Rent is a liquidated claim. Lessee waives any requirement that Lessor tender back funds as a condition to bringing an action to collect unpaid Annual Rent. No covenant or breach is intended to be waived unless a waiver is clearly expressed in a document (a) signed by the waiving party; (b) specifically identifying the covenant or breach; and (c) expressly stating that it is a waiver of the identified covenant or breach. The waiver of a covenant or breach is not construed as a continuing waiver of the same covenant or of any future breach. Consent by Lessor to any act requiring Lessor’s consent does not constitute a waiver of the requirement of Lessor’s consent with respect to any similar or subsequent act. Lessee is not entitled to surrender the Premises to avoid liability for Rent unless (a) an acceptance of the surrender is evidenced in a document signed by Lessor and (b) the document expressly states that it is the acceptance of a surrender. No action or inaction, other than as expressly provided in this section, may be construed as an acceptance of surrender by Lessor.

Notwithstanding anything to the contrary, Lessee’s obligation to pay Rent is a material and independent covenant and is not subject to setoff, recoupment, or suspension. Notwithstanding anything to the contrary, Lessor has no obligation to mitigate any claim for Rent. Time is of the essence with respect to both the definition of a Material Beach and the exercise of options, if any, within the Lease. If any covenant of this Lease is invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by law, and the validity, legality, and enforceability of the remaining covenants will not in any way be affected or impaired.

37. **AUTHORIZED AND BINDING.** Lessee and each person executing this Lease on its behalf warrant and represent to Lessor that (a) Lessee is validly organized, existing, and authorized to do business under Michigan law; (b) Lessee has full power and lawful
authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Lessee in accordance with its terms. Lessor and each person executing this Lease on its behalf warrant and represent to Lessee that (a) Lessor is validly organized, existing, and authorized to do business under Michigan law; (b) Lessor has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Lessor in accordance with its terms. This Lease is binding on successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Commercial Property Lease on the ____ day of October, 2015.

WITNESSED

BY: LESSOR/LANDLORD:

By: ____________________________

STEVEN FUZINSKI, SOLE SHAREHOLDER OF GREEN SWEEP, INC.

Address: 10720 Airport Hwy.
Swanton, OH 43558

WITNESSED

BY: LESSEE/TENANT:

By: ____________________________

ERIC SITTER, as authorized member of SIDELINES ITALIAN GRILLE, L.L.C.

Address: 6948 Deer Ridge Drive
Temperance, MI 48182

PREPARED BY:
Anthony R. Brescol
Brescol Law Offices, P.L.C.
8336 Monroe Road, Suite 204
Lambertville, MI 48144
TX: 734-568-6006
EXHIBIT D
Image/Sketch for Parcel: 02 029 030 00

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BEDFORD TOWNSHIP BOARD MINUTES
8100 JACKMAN ROAD, TEMPERANCE, MI 48182
November 17, 2015
7:00 pm

PRESENT:
Greg Stewart, Supervisor
Trudy Hershberger, Clerk
Paul Francis, Treasurer
Larry O’Dell, Trustee
Paul Pirrane, Trustee
Rick Steiner, Trustee
Nancy Tienvieri, Trustee

ALSO PRESENT: Natalie Braden, Burnham & Flower Group

The Regular Meeting of the Bedford Township Board was called to order by Stewart at 7:00 PM followed by the Pledge of Allegiance.

APPROVAL OF AGENDA – Motion was made by Steiner, seconded by Hershberger to approve the agenda as presented. Motion carried unanimously.

CONSENT AGENDA
The Consent Agenda contained the following items for approval:

- Approval of the November 3, 2015 township board minutes.
- To accept and place on file the General, Savings, Pooled Funds and CD reports from the Treasurer.
- To approve and place on file the Revenue/Expense report & Balance Sheet for the period ending October 31, 2015

Motion was made by Francis, seconded by O’Dell to approve the consent agenda as published. Motion carried on a roll call vote as follows: Aye: Francis, O’Dell, Pirrane, Steiner, Tienvieri, Hershberger & Stewart. Nays: None. Excused: None

PRESENTATIONS
REQUEST FOR APPROVAL OF THE RESTATEMENT OF THE BEDFORD TOWNSHIP GOVERNMENTAL NON-ERISA RETIREMENT PLAN
Natalie Braden, Burnham & Flower Group spoke to the board, explaining this plan is the 401(a) Defined Contribution Plan for the township’s fulltime employees, further stating the IRS requires sponsors of such plans to restate the plan every 6 years. This was last done in 2010. She then answered board members questions. Motion was made by Tienvieri, seconded by Steiner to approve the restatement of the Bedford Township Governmental Non-ERISA Retirement Plan Resolution, as presented. Motion carried on a roll call vote as follows: Aye: Francis, O’Dell, Pirrane, Steiner, Tienvieri, Hershberger & Stewart. Nays: None. Excused: None

PUBLIC COMMENT
Steve Lennex, 7261 Forest Valley – requested the reinstatement of the Cable Committee and stated reasons.
Mike Jacobs, 6698 Sandywell - requested the reinstatement of the Cable Committee and stated reasons.
Todd Bruning, 2980 Consear - requested the reinstatement of the Cable Committee and stated reasons.
Lamar Frederick, 3254 Deer Creek – spoke in support of SEMCOG & TMACOG and stated reasons. Also commented in support of the Veteran’s Day closing of the township hall.
Janina Douglas, 1837 Smith - spoke in support of SEMCOG & TMACOG and stated reasons.
Connie Velliquette, 6684 Greenbriar - spoke in support of SEMCOG & TMACOG and stated reasons.

OLD BUSINESS

DISCUSSION REGARDING THE CABLE COMMITTEE

Pirrone spoke, reading a handout sent to board members that day, requesting the reinstatement of the Cable Committee and listing reasons for this request. Tienvieri spoke in support of the issue and O’Dell spoke giving the board historical information on why the cable committee was disbanded. Stewart spoke, explaining the Michigan Act in 2006 that controls cable issues. More discussion followed with Stewart agreeing to send board members more information on the issue.

NEW BUSINESS

REQUEST FOR APPROVAL OF OUTSTANDING INVOICES - Motion was made by Hershberger, seconded by Francis to approve the following vouchers for payment: General Fund-$45,839.44, Fire District-$9,991.72, Police Fund-$1,263.80, Park Fund-$1,115.82, Transit System Fund-$19,029.50, Library Operating Fund-$20,193.63, Rehab Fund-$2,350.00, Barbara Lee/Harmony/Etc. Fund-$750.00, Downtown Dev. Authority Fund-$337.50, & Sewer Operation & Main. Fund-$932.00, for a total of $102,649.12. Motion carried on a roll call vote as follows: Aye: Francis, O’Dell, Pirrone, Steiner, Tienvieri, Hershberger & Stewart. Nays: None. Excused: None

REQUEST FOR APPROVAL OF THE 2015 SENIOR CITIZEN TAX PENALTY WAIVER RESOLUTION

Francis spoke, stating the board approves this resolution every year, which allows senior citizens to avoid late penalties on payment of property taxes. Motion was made by Francis, seconded by Pirrone to adopt the 2015 Senior Citizen Tax Penalty Waiver Resolution, as presented. Motion carried on a roll call vote as follows: Aye: Francis, O’Dell, Pirrone, Steiner, Tienvieri, Hershberger & Stewart. Nays: None. Excused: None

REQUEST FOR APPROVAL OF A RESOLUTION FOR THE MONROE COUNTY SOLID WASTE PLAN

Stewart spoke and explained the resolution, and stated the county needed 2/3rds of Monroe County jurisdictions to approve the resolution, which would then be sent to the state. He further mentioned the good relationship the township has with the solid waste department and that this resolution will have no negative effect on Bedford Township. Motion was made by Hershberger, seconded by Steiner to adopt the resolution for the Monroe County Solid Waste Plan. Motion carried on a roll call vote as follows: Aye: Francis, O’Dell, Pirrone, Steiner, Tienvieri, Hershberger & Stewart. Nays: None. Excused: None

REQUEST FOR APPROVAL OF A TRANSFER OF OWNERSHIP OF SHERIFF’S DEPT. VEHICLE (58-32)

Monroe County Sheriff’s Department Chief Deputy Heath Velliquette spoke to the issue, explaining the condition of vehicle 58-32 and the suggestion by the sheriff’s department to decommission it assign the title of the vehicle to the Sheriff’s Department to allow them use it for parts for the rest of the Ford Crown Victoria’s used by the department. Discussion followed.
Motion was made by Tienvieri, seconded by Hershberger to approve the de-commissioning of vehicle no. 58-32, and to authorize transfer of the title of the vehicle to the Monroe County Sheriff’s Department. Motion carried on a roll call vote as follows: Aye: Francis, O’Dell, Pirrone, Steiner, Tienvieri, Hershberger & Stewart. Nays: None. Excused: None

REQUEST FOR APPROVAL OF TMACOG AND SEMCOG MEMBERSHIP FOR 2015-16

Stewart spoke, explaining the need for membership in both organizations, citing water quality issues and road repair issues. He then invited Mr. Tony Reams, President of TMACOG to speak to the issue and answer board members questions. Questions and discussion followed. Motion was made by Francis, seconded by O’Dell to approve membership in SEMCOG for 2015-16 at a cost of $1,953.00, and in TMACOG for 2015-16 at a net cost of $6,099.00. Motion carried on a roll call vote as follows: Aye: Francis, O’Dell, Pirrone, Steiner, Hershberger & Stewart. Nays: Tienvieri. Excused: None. Tienvieri voted against the issue because she did not see the benefits of membership.

REQUEST FOR APPROVAL TO APPOINT THE TOWNSHIP SUPERVISOR AS REPRESENTATIVE TO TMACOG AND SEMCOG, WITH CONNIE VELLIQUETTE AS AN ALTERNATE MEMBER TO TMACOG AND R. LAMAR FREDERICK AS AN ALTERNATE MEMBER TO SEMCOG

Stewart asked for a motion to approve this request. Motion was made by Francis, seconded by Steiner to approve the appointment of the township supervisor as the township’s representative to TMACOG & SEMCOG, with Connie Velliquette to serve as alternate member to TMACOG, and R. Lamar Frederick to serve as alternate member to SEMCOG. Motion carried on a roll call vote as follows: Aye: Francis, O’Dell, Pirrone, Steiner, Tienvieri, Hershberger & Stewart. Nays: None. Excused: None

COMMENTS FROM THE PUBLIC

Lamar Frederick, 3254 Deer Creek – spoke to cable issues with regard to Metro funds and cable committee reinstatement.

Steve Lennex, 7261 Forest Valley – spoke again on cable committee reinstatement and cable issues, then spoke regarding the liquor license issue.

REPORT FROM TOWNSHIP BOARD MEMBERS

Tienvieri – questioned the attorney letter regarding the sign ordinance, mentioned upcoming events at the Library, mentioned the high electric bill at the Library, commented on closing the township hall for Veteran’s Day, commented on SEMCOG & TMACOG membership, commented on the MTA report on the new gas tax for road funding, and requested State Rep. Sheppard or Senator Zorn report to the board on the issue.

Pirrone – asked if the Library was on a budget for electric usage and appreciated the discussion on the cable committee issue.

Steiner – commented on the cable memo he had received today and on the cable committee issue, asked the road committee if they had discussed the issue of a light at Bedford Drive and Lewis, commented on a recent visit to the VA hospital in AA, and reminded residents of the need to be careful and watchful in the wake of the terrorists bombings and shootings in Paris.
O’Dell – mentioned the attorney correspondence and the need to change the sign ordinance, and commented on the visit to the VA hospital in AA.

Francis – stated winter property tax bills will be mailed out 12/1/2015 and will be due on or before 2/16/2016 without penalty. He also commented on the sign ordinance and the need to be in compliance, and the need for state legislature to change Act 51, which governs road funding apportionment.

Hershberger – explained to the public the procedure that must be followed for liquor license approvals which are controlled by Ordinance 90 and gave details of the issue which will be on the agenda for the 12/1/2015 board meeting. She also mentioned that she and her husband were at Monroe Rd. School on Veteran’s Day for their program, stated the township would be closed on Thursday November 26th and 27th for Thanksgiving, and wished everyone a Happy Thanksgiving.

Stewart – mentioned the yard waste dumpsters will be available for 2 more weekends and estimates 150 tons have been collected in October and so far in November. He also reminded residents of the recycling dumpsters at Temperance Road School every Tuesday, and only glass, aluminum, plastic, newspapers, and cardboard are accepted. He further stated he has planned 2 Committee of the Whole meetings, the first on 11/24/2015 at 6:00 p.m. to discuss health insurance issues and the second on 12/8/2015 at 6:00 P.M. to meet the fire chief applicants.

ADJOURNMENT
The meeting adjourned at 9:14 p.m.

Trudy L. Hershberger  Garnet Francis
Bedford Township Clerk  Deputy Clerk/Recording Secretary
RESOLUTION

WHEREAS, Robert Young has served on the Bedford Township Fire Department for 23 years; and,

WHEREAS, Robert Young attained the rank of Captain in 2006, and House Officer in 2012; and,

WHEREAS, House Officer Robert Young has served the township well and with dedication in those 23 years; and,

WHEREAS, the community of Bedford Township greatly appreciates House Officer Robert Young giving his time and talent daily to provide protection and care for our children, adults and elderly; and

NOW, THEREFORE, the Bedford Township Board hereby wishes to recognize and honor retiring Bedford Fire Department House Officer Robert Young and offers their heartfelt thanks for his contribution the Bedford Township community.

IN WITNESS WHEREOF, the Board has executed this Resolution this 1st day of December, 2015.

Greg Stewart, Supervisor

Trudy L. Hershberger, Clerk

Paul Francis, Treasurer

Larry O'Dell, Trustee

Rick Steiner, Trustee

Paul Pirrone, Trustee

Nancy Tieniери, Trustee
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Total For Dept 265 BUILDINGS & GROUNDS: 11,988.43

### Dept 270 BEAUTIFICATION COMMITTEE

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<td>Fund 494 DOWNTOWN DEVELOPMENT AUTH F</td>
<td></td>
<td></td>
<td></td>
<td>9,308.17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund 590 SEWER G&amp;N FUND</td>
<td></td>
<td></td>
<td></td>
<td>385,643.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total For All Funds:</td>
<td></td>
<td></td>
<td></td>
<td>1,032,900.27</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION

WHEREAS, the adoption of guidelines for poverty exemptions is within the purview of the Township Board, and

WHEREAS, the homestead of persons who, in the judgment of the Supervisor and Board of Review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in whole or part from taxation under Public Act 390, 1994 (MCL 211.7d) and as amended by PA 620 of 2002; and

WHEREAS, pursuant to PA 390, 1994 and PA 620, 2002, Bedford Township, Monroe County adopts the following guidelines for the Supervisor and Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the immediately preceding year,

To be eligible, a person shall do all the following on an annual basis:
1) Be an owner of and occupy as a homestead the property for which an exemption is requested and have no interest in any other real estate.
2) File a claim with the Supervisor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the homestead, including any property tax credit returns filed in the immediately preceding year UNLESS the attached affidavit is completed for each person that is not required by law to file Federal and/or State income tax return(s).
3) Produce a valid driver's license or other form of identification.
4) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is required, if requested.
5) Meet the federal poverty income standards as defined and determined annually by the United States Office of Management and Budget (see attached).
6) Have assets totaling no more than $75,000, not including the primary residence.
7) The application for an exemption shall be filed after January 1, but before the day prior to the last day of Board of Review in the year that the exemption is being requested.
8) Any additional eligibility requirements allowed by law and as determined by the Township Board of Review.

NOW, THEREFORE BE IT HEREBY RESOLVED that the Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption, unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and these are communicated in writing to the claimant.

The foregoing resolution offered by Board Member ________________ and supported by Board Member ________________.

Upon roll call vote, the following number of Board Members voted “Aye”: __________.

The following number of Board Members voted “Nay”: __________.

The Supervisor declared the resolution adopted.

CERTIFICATE

I, Trudy Hershberger, the duly elected and acting Clerk of Bedford Township, hereby certify that the foregoing resolution was adopted by the Township Board of said Township at the regular meeting of said Board held on __________ at which meeting a quorum was present by a roll call vote of said members and hereinbefore set forth; that said resolution was ordered to take immediate effect.

______________________________
Trudy Hershberger
Bedford Township Clerk
HARDSHIP EXEMPTION APPLICATION INSTRUCTIONS

THIS APPLICATION SHOULD BE RETURNED TO:

Mailing Address & Building Location:
Bedford Township Assessing Department 6100 Jackman Road Temperance, MI 48182

TOWNSHIP OF BEDFORD
www.bedfordmi.org

To be considered for a hardship exemption, the following steps must be followed:

1. The Petitioners must complete this application IN FULL including signatures on the last page and those signatures must be notarized. Return the application and attachments to the Assessing Department by March 1st, July 1st, or December 1st, depending on what Board of Review your application will be heard.

2. Per Bedford Township’s Resolution, you must attach signed copies of the following for all persons living in the household:
   - 2015 FEDERAL INCOME TAX RETURN (1040) with W 2’s & 1099’s.
   - 2015 MICHIGAN INCOME TAX RETURN (MI-1040)
   - 2015 HOMESTEAD PROPERTY TAX CREDIT FORM (MI-1040CR)
   - 2015 SOCIAL SECURITY BENEFIT STATEMENT (SSA-1099)
   - YEAR END STATEMENTS FOR ASSET INFORMATION

IF YOU ARE NOT REQUIRED, BY LAW, TO FILE OR STATE INCOME TAX FORMS, YOU MUST COMPLETE THE ATTACHED POVERTY EXEMPTION AFFIDAVIT.

Hardship Exemption as defined by the Michigan Compiled Laws is as follows:

Section 211.7u: The homestead of persons who, in the judgment of the supervisor and Board of Review, by reason of poverty, are unable to contribute toward the public charges is eligible in whole or in part from taxation under this act.

Please be aware that as an applicant for Hardship Exemption, you must also comply with the following sections of the Michigan Compiled Laws:

Section 211.116 Perjury: Any person who, under any of the proceedings required or permitted by this act, shall willfully swear falsely, will be guilty of perjury and subject to its penalties.

If received timely, your application will be presented at the next scheduled Board of Review.

The Board of Review schedule for 2016 is as follows:

March: Second Monday in March until adjourned with statutory requirements met.
    July: Tuesday, July 19th, 2016
    December: Tuesday, December 13th, 2016

Your attendance at these meetings is strongly encouraged but is not required. The Board of Review may have questions for you regarding your application or documentation. Please be aware that the Board of Review MUST conduct their meetings according to the Open Meetings Act.
# BEDFORD TOWNSHIP POVERTY EXEMPTION APPLICATION

I, __________________, Petitioner, being the owner and residing at the property that is listed below as my principal residence, apply for property tax relief under MCL 211.7u of the General Property Tax Act, Public Act 206 of 1893. The principal residence of persons who, in the judgment of the township supervisor or assessor and board of review, by reason of poverty are unable to contribute toward the public charges is eligible for exemption in whole or in part from taxation per MCL 211.7u(1).

**In order for the application to be considered complete, this application must: 1) be completed in its entirety EVEN IF THE ANSWER IS NOT APPLICABLE, 2) include information regarding ALL PERSONS residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.**

**PERSONAL INFORMATION:** Petitioner must list all required personal information.

<table>
<thead>
<tr>
<th>Property Address of Principal Residence</th>
<th>Daytime Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age of Petitioner:</td>
<td>Marital Status:</td>
</tr>
<tr>
<td>Number of Legal Dependents:</td>
<td></td>
</tr>
<tr>
<td>Applied for Homestead Property Tax Credit (yes or no):</td>
<td>Amount of Homestead Property Tax Credit:</td>
</tr>
</tbody>
</table>

**REAL ESTATE INFORMATION:** List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the BOR meeting.

<table>
<thead>
<tr>
<th>Property Parcel Code Number:</th>
<th>Name of Mortgage Company:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unpaid Balance Owed on Principal Residence:</td>
<td>Monthly Payment:</td>
</tr>
<tr>
<td>Property Description:</td>
<td></td>
</tr>
</tbody>
</table>

**ADDITIONAL PROPERTY INFORMATION:** List information related to any other property you, or any household member owns.

<table>
<thead>
<tr>
<th>Do you own, or are buying, other property (yes or no)? If yes, complete the information below.</th>
<th>Amount of Income Earned from Other Property:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Address</td>
<td>Name of Owner(s)</td>
</tr>
<tr>
<td>------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>


**EMPLOYMENT INFORMATION:** List your current employment information.

<table>
<thead>
<tr>
<th>Name of Employer:</th>
<th>Name of Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address of Employer:</th>
<th>Employer Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

List all income sources, including but not limited to: salaries, Social Security, rents, pensions, IRA’s (individual retirement accounts), unemployment compensation, disability, government pensions, worker’s compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, or any other source of income.

<table>
<thead>
<tr>
<th>Source of Income</th>
<th>Monthly or Annual Income (indicate which)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CHECKING, SAVINGS AND INVESTMENT INFORMATION:** List any and all savings owned by all household members, including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments.

<table>
<thead>
<tr>
<th>Name of Financial Institution or Investments</th>
<th>Amount on Deposit</th>
<th>Current Interest Rate</th>
<th>Name on Account</th>
<th>Value of Investment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**LIFE INSURANCE:** List all policies held by all household members.

<table>
<thead>
<tr>
<th>Name of Insured</th>
<th>Amount of Policy</th>
<th>Monthly Payment</th>
<th>Policy Paid in Full</th>
<th>Name of Beneficiary</th>
<th>Relationship to Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>

**MOTOR VEHICLE INFORMATION:** All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.

<table>
<thead>
<tr>
<th>Make</th>
<th>Year</th>
<th>Monthly Payment</th>
<th>Balance Owed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
**LIST ALL PERSONS LIVING IN HOUSEHOLD:** All persons residing in the residence must be listed.

<table>
<thead>
<tr>
<th>First &amp; Last Name</th>
<th>Age</th>
<th>Relationship to Applicant</th>
<th>Place of Employment</th>
<th>Amount of Monetary Contribution to Family Income</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**PERSONAL DEBT:** All personal debt for all household members must be listed. (attach additional sheets if necessary)

<table>
<thead>
<tr>
<th>Creditor</th>
<th>Purpose of Debt</th>
<th>Date of Debt</th>
<th>Original Balance</th>
<th>Monthly Payment</th>
<th>Balance Owed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

**MONTHLY EXPENSE INFORMATION:** The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.

<table>
<thead>
<tr>
<th>Heating:</th>
<th>Electric:</th>
<th>Water:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>Cable:</td>
<td>Food:</td>
</tr>
<tr>
<td>Clothing:</td>
<td>Health Insurance:</td>
<td>Garbage:</td>
</tr>
<tr>
<td>Daycare:</td>
<td>Car Expense (gas, repair, etc):</td>
<td>Other (list type):</td>
</tr>
<tr>
<td>Other (list type):</td>
<td>Other (list type):</td>
<td>Other (list type):</td>
</tr>
<tr>
<td>Other (list type):</td>
<td>Other (list type):</td>
<td>Other (list type):</td>
</tr>
<tr>
<td>Other (list type):</td>
<td>Other (list type):</td>
<td>Other (list type):</td>
</tr>
</tbody>
</table>
Notice: Any willful misstatements or misrepresentations made on this form may constitute perjury, which, under the law, is a felony punishable by fine or imprisonment.

Notice: Per MCL 211.7u(2b), a copy of all household members federal income tax returns, state income tax returns (MI-1040) and Homestead Property Tax Credit claims (MI-1040CR 1, 2, 3 or 4) must be attached as proof of income unless you are not required to by law. Documentation for all income sources including, but not limited to, credits, claims, Social Security income, child support, alimony income, and all other income sources must be provided at time of application.

Petitioners: Do not sign this application until witnessed by the Supervisor, Assessor, Board of Review or Notary Public. (Must be signed by either the Supervisor, Assessor, Board of Review Member or Notary Public)

STATE OF MICHIGAN
COUNTY OF _______________________

I, the undersigned Petitioner, hereby declare that the foregoing information is complete and true and that neither I, nor any household member residing within the principal residency, have money, income or property other than mentioned herein.

____________________________________   __________
Petitioner Signature                        Date

Subscribed and sworn this __________ day of ____________________, __________

Assessor Signature: ______________________   Printed Name:

BOR Member Signature: _____________________   Printed Name:

Notary Signature: _________________________   Printed Name:

My Commission Expires: _________________

This application shall be filed after January 1, but before the day prior to the last day of March, July or December Board of Review to the address below.

Bedford Township Assessing Department
8100 Jackman Road
P.O. Box H
Temperance, MI 48182

DECISIONS OF THE MARCH BOARD OF REVIEW MAY BE APPEALED IN WRITING TO THE MICHIGAN TAX TRIBUNAL BY JULY 31 OF THE CURRENT YEAR. JULY OR DECEMBER BOARD OF REVIEW DENIALS MAY BE APPEALED TO MICHIGAN TAX TRIBUNAL WITHIN 35 DAYS OF THE DENIAL. A COPY OF THE BOARD OF REVIEW DECISION MUST BE INCLUDED WITH THE FILING.

Michigan Tax Tribunal
PO Box 30232
Lansing, MI 48909
Phone: 517-636-7551
Fax: 517-636-7580
E-mail: taxtrib@michigan.gov
Poverty Exemption Affidavit
This form is issued under authority of Public Act 206 of 1893, MCL 211.7u.

INSTRUCTIONS: When completed, this document must accompany a taxpayer’s Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, _________________________________, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence:

________________________________________
________________________________________
________________________________________

________________________________________
Signature of Person Making Affidavit

Date
TO BE COMPLETED BY ASSESSING STAFF
DO NOT WRITE ON THIS PAGE
Hardship Calculation Form

Applicant: ________________________________

Parcel Number: ________________________________

Property Address: ________________________________

Annual Income: ________________________________

X 3.5%: ________________________________

Divide by Homestead Millage Rate = (Hardship SEV Value)

Staff Notes:
_____ Documentation Complete
_____ Documentation Incomplete

Staff Recommendation

_____ Approve  _____ Deny

Staff Signature  Date

Assessor’s Review and Comments

_____ Approve  _____ Deny

Assessor  Date
**Income Guidelines**

The income guidelines used by the Board of Review have been established in accordance with P.A. 390 of 1994 and shall be adhered to unless accompanied by special circumstances. In determining qualifications for tax exemption, the Board of Review shall consider every variable on the application, including total household income, the nature and duration of the income stream, the state equalized value of the subject property, the quality and accuracy of the information submitted and any other such evidence as they feel appropriate in making their decision. In general, however, these guidelines shall assist the Board of Review in their decisions.

<table>
<thead>
<tr>
<th>Persons in Household</th>
<th>Household Income</th>
<th>Recommended Board Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$0 - $11,770</td>
<td>Consideration from not more than 3.5% of net tax liability to total removal from assessment roll.</td>
</tr>
<tr>
<td></td>
<td>$11,771-$17,655</td>
<td>Try to establish SEV so that total tax liability is 3.5% of income plus the maximum relief granted by the Homestead Credit ($1,200).</td>
</tr>
<tr>
<td></td>
<td>over $17,655</td>
<td>Generally, no hardship relief will be granted unless accompanied by unusual circumstances.</td>
</tr>
<tr>
<td>2</td>
<td>$0 - $15,931</td>
<td>Consideration from not more than 3.5% of net tax liability to total removal from assessment roll.</td>
</tr>
<tr>
<td></td>
<td>$15,931-$23,895</td>
<td>Try to establish SEV so that total tax liability is 3.5% of income plus the maximum relief granted by the Homestead Credit ($1,200).</td>
</tr>
<tr>
<td></td>
<td>over $23,895</td>
<td>Generally, no hardship relief will be granted unless accompanied by unusual circumstances.</td>
</tr>
</tbody>
</table>

For each additional person over 2 in the household, add $4,160 to income levels to determine income qualifications.
EXHIBIT A TO TOWNSHIP BOARD RESOLUTION ON POVERTY EXEMPTIONS FOR 2016 ASSESSMENTS

FEDERAL POVERTY INCOME STANDARDS FOR 2015 ASSESSMENTS

The following are the federal poverty income standards as of December 31, 2015 for use in setting poverty exemption guidelines for 2016 assessments.

<table>
<thead>
<tr>
<th>2016 Federal Poverty Income Guidelines</th>
<th>Maxumum Total Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Persons Residing in the Principal Residence</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>$11,770</td>
</tr>
<tr>
<td>2</td>
<td>$15,930</td>
</tr>
<tr>
<td>3</td>
<td>$20,090</td>
</tr>
<tr>
<td>4</td>
<td>$24,250</td>
</tr>
<tr>
<td>5</td>
<td>$28,410</td>
</tr>
<tr>
<td>6</td>
<td>$32,570</td>
</tr>
<tr>
<td>7</td>
<td>$36,730</td>
</tr>
<tr>
<td>8</td>
<td>$40,890</td>
</tr>
</tbody>
</table>

Each Additional Person $4,160
Memorandum

To:     BEDFORD TOWNSHIP BOARD MEMBERS
From:   Personnel Committee
Date:   November 25, 2015
Re:     REPORT AND RECOMMENDATION ON RENEWAL OF
         HEALTH INSURANCE POLICY – Effective December 1, 2015

As discussed at two regular township board meeting and one Committee of the Whole board meeting, and after analyzing the presentations by Burnham & Flower Insurance Group and Ascend Group, of various alternative health insurance plans available to us, the Personnel Committee members recommend that the Bedford Township Board approve the renewal of our present health insurance plan as endorsed by the Michigan Municipal League – identified as BCBS Simple Blue H.S.A. w/ H.R.A. rider – effective December 1, 2015, as presented by Ascend Group, our health insurance consultants.
BEDFORD TOWNSHIP
MONROE COUNTY, MICHIGAN
RESOLUTION EXEMPTING BEDFORD TOWNSHIP GOVERNMENT
FROM REQUIREMENTS OF PUBLIC ACT 152 OF 2011 FOR CALENDAR YEAR 2016

WHEREAS, on September 27, 2011, State of Michigan Governor Rick Snyder signed into law Public Act 152 of 2011 entitled the Publicly Funded Health Insurance Contracts Act (“Act”) which is intended to limit a public employer’s expenditures for employee medical benefit plans and ordered said Act to have immediate effect; and

WHEREAS, pursuant to Section 3 of the Act except as otherwise provided for in the Act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual cost or illustrative rate and any payments for reimbursements of co-pays, deductibles or payments into health savings accounts, flexible spending accounts, or similar accounts used for healthcare costs, that a total amount equal to $6,142.11 times the number of employees with single person coverage, $12,845.04 times the number of employees with individual and spouse coverage, and $16,751.23 times the number of employees with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2016; and

WHEREAS, as set forth in Section 7 of the Act the requirements of the Act apply to medical benefit plans of all public employees and elected public officials to the greatest extent consistent with constitutionally allocated powers whether or not a public employee is a member of a collective bargaining agreement; and

WHEREAS, as result of the enactment of the law imposed on local municipalities, it is expected that challenges to the legality of the new Act bill be forthcoming; and

WHEREAS, Section 8 of Act 152 authorizes a local unit of government to exempt itself from the requirements of the Act for the next succeeding calendar year upon a two-thirds vote of the governing body of the local unit of government; and

WHEREAS the penalty for non-compliance with the Act is the reduction by 10% of the revenue sharing economic vitality incentive program (“EVIP”) or statutory revenue sharing payment received pursuant to Public Act 63 of 2011 – which in the Township’s case will have no effect as the Township currently receives to revenue pursuant to EVIP; and

NOW THEREFORE BE IT RESOLVED that pursuant to the authority granted to the Township under Section 8(1) of Act 152, the Bedford Township Board does hereby exempt Bedford Township and its employees and officials from the requirements of Public Act 152 of 2011 for calendar year 2016.
BE IT FURTHER RESOLVED that this matter shall be brought back before the Board for consideration of this matter annually as required by Section 8(2) of the Act, and that such reconsideration shall be prior to initiation of the open enrollment process for the next succeeding health care plan year.

Motion by ______________________, seconded by ______________________

To adopt the foregoing resolution, upon a roll call vote taken at a regular Board Meeting held on December 1, 2015.

AYES:________

NAYS:_______

ABSENT:_____

The Chairperson declared the motion carried and the resolution was adopted.

BY: ______________________

TRUDY HERSBERGER. Clerk

ATTEST:

__________________________

GREG STEWART, Supervisor
To: Bedford Township Board members

From: Bedford Township Library Advisory Board

Re: Background on request for approval of ballot issue

Date: November 19, 2015

Special Fund 271 was set up for the Bedford Township Library in 2002 when a millage was passed to create the current library building. This .75 mill issue also included the costs of operations and maintenance of the library building and grounds. The bond issue expired in 2012, at which time no renewal was sought because a .75 mill renewal would have been more than the library building requires for operations and maintenance alone. The Library’s fund has received no additional tax money since this time. It is anticipated that the Library special fund will be depleted by early 2018.

The current library building has now been open for 12 years and the high level of use the building enjoys will make it necessary to have funds available for upkeep and replacement projects rather than strictly paying the minimum required to keep the building open. A .25 mill levy should be sufficient for operating and maintaining the building as well as funding needed projects.

At the Committee of the Whole meeting on October 8, 2015, Paul Francis discussed the four funds that will have a shortfall and the options available to those entities. While we do understand that Mr. Francis recommends letting the Library Fund dwindle and the General Fund take over the operations and maintenance of the library building, the Library Advisory Board members do not believe that would be in the best interest of the Library, the Township’s General Fund, or the Township’s residents in general. We would like to see the General Fund used for improvements to the township as a whole, like road improvement projects, rather than using money from that fund to operate the library.
BEDFORD TOWNSHIP

RESOLUTION TO APPROVE BALLOT PROPOSAL

BEDFORD LIBRARY PROPOSAL

2016 PRESIDENTIAL PRIMARY ELECTION

I. Statements in Support of Resolution

THE TOWNSHIP BOARD OF THE TOWNSHIP OF BEDFORD, COUNTY OF MONROE, STATE OF MICHIGAN, STATES:

WHEREAS, the Township Board of the Township of Bedford does agree to place a millage proposal on the ballot for the citizens of the Township of Bedford to vote on whether or not they would be in favor of authorizing a new millage to provide certain funding for the Bedford Township Library for general building and grounds operations and maintenance, and for capital expenditures for building and grounds improvements and replacements; and

WHEREAS, this is a new millage request; and

WHEREAS, the Township Board of the Township of Bedford does agree to request a new millage for eight (8) years in the amount of .25 mills for each year, beginning in 2016 and continuing through 2023, to provide certain funding for the Bedford Township Library for general building and grounds operations and maintenance, and for capital expenditures for building and grounds improvements and replacements; and

WHEREAS, the Township Board of the Township of Bedford has agreed to request that the Monroe County Election Commission approve the millage proposal being placed on the ballot for the 2016 Presidential Primary Election to be held on March 8, 2016.

II. Resolution

NOW THEREFORE, THE TOWNSHIP BOARD OF THE TOWNSHIP OF BEDFORD, HEREBY RESOLVES AS FOLLOWS:

RESOLVED, that the Bedford Library Proposal, the language for which is attached hereto, be placed on the Primary Election ballot to be voted upon by the electors in the Township of Bedford on Tuesday March 8, 2016; and it was further

RESOLVED, that a copy of this Resolution and Ballot Proposal be submitted to the Monroe County Clerk for placement on the ballot; and it was further

RESOLVED, that the Clerk of the Township of Bedford shall perform any and all things or matters as may be necessary or appropriate under the law to place the above proposition on the ballot as specified.
THE TOWNSHIP BOARD, BEDFORD TOWNSHIP, COUNTY OF MONROE, STATE OF MICHIGAN

By: Trudy L. Hershberger
    Bedford Township Clerk

AUTHENTICATED:

By: Greg W. Stewart
    Bedford Township Supervisor

I, Trudy L. Hershberger, do hereby certify that I am the duly appointed and acting Township Clerk of the Township of Bedford, and I do hereby certify that this Resolution was approved and adopted by the Township Board of the Township of Bedford, Monroe County, Michigan, at a regular meeting of the Township Board held at the Bedford Township Hall, Temperance, Michigan, on the ______ day of 2015.

In Favor of the Resolution __________
Against the Resolution __________

__________________________
Trudy L. Hershberger
Bedford Township Clerk

ATTEST:

__________________________
Greg W. Stewart
Bedford Township Supervisor
BEDFORD TOWNSHIP, MONROE COUNTY, MICHIGAN
BEDFORD LIBRARY PROPOSAL
MARCH 8, 2016

Shall the annual tax rate limitation imposed under Section 6 of Article IX of the Michigan Constitution be increased, and shall the Township of Bedford be authorized to levy .25 mills ($0.25 per $1,000.00 of taxable value), upon the taxable real and tangible personal property within the Township of Bedford, Monroe County, Michigan for a period of eight (8) years beginning in 2016 and continuing through 2023, inclusive, for the purpose of providing certain funding for the Bedford Township Library for general building and grounds operations and maintenance, and for capital expenditures for building and grounds improvements? The estimated revenue for the first year of the levy, if the proposition is approved, shall be approximately $250,000.

Yes ☐

No ☐
November 20, 2015

Mr. Greg Stewart, Supervisor
Bedford Township Government Center
8100 Jackman Road
Temperance, MI 48182

Re:  Lake Erie Transportation Commission request approval of millage Initiative to be placed on the March 8th, 2016 ballot

Dear Greg Stewart & Bedford Township Board

It appears likely that the Michigan Legislature will designate the March 8th, 2016 presidential primary election as a regular election. If designated as a regular election local ballot questions will be allowed on the ballot. If designated as a regular election the Lake Erie Transportation Commission (LETC) request that the Bedford Township Board approve placement of LETC’s millage question on the ballot for the March 8th, 2016 election. The request is for 0.35 mills for the continued operation of Bedford Dial-A-Ride service in the Bedford Township. This request includes renewal of the current 0.25 mills and an increase of 0.10 mills for a total of 0.35 mills. Please see the attached suggested ballot language. Due to the short time frame this issue would need to be approved at your December 1st meeting.

Sincerely

Mark J Jagodzinski
General Manager
BEDFORD TOWNSHIP, MONROE COUNTY
MICHIGAN

LAKE ERIE TRANSIT LOCAL BUS SERVICE PROPOSITION

Bedford Dial-A-Ride

Shall the tax rate limitation imposed under Article IX, Section 6 of the Michigan Constitution be levied by up to .35 mills, (0.25 mill of which is a renewal and 0.10 of which is a new additional millage for a total 0.35 per $1,000.00 of taxable value), upon the taxable real and tangible personal property within the Township of Bedford, Monroe County, Michigan, for a period of 5 years from 2016 through 2020 inclusive, for the purpose of providing funds to the Lake Erie Transportation Commission for Bedford Dial-A-Ride bus service in Bedford Township? The estimated revenue increase for the first year of the levy, if the proposition is approved, shall be $______________.

Yes ___

No ___
Bedford Dial-A-Ride Millage Budget & Cash Projections

Service Cut 20% Effective July 1, 2015
4 Hour Service Cut June 1, 2016 (Run Bedford 2 from 11am to 3pm - No Service After 3pm)

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**Monthly Total**

| Monthly Total | 653 | 22 | 49 |
### SEPTEMBER

**1:00 - 1:30 lunch**

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**Monthly Total**

| Total per day | 619 | 29 | 49 |
BEDFORD TOWNSHIP

RESOLUTION TO APPROVE BALLOT PROPOSAL

LAKE ERIE TRANSIT LOCAL BUS SERVICE PROPOSAL

2016 PRESIDENTIAL PRIMARY ELECTION

MARCH 8, 2016

I. Statements in Support of Resolution

THE TOWNSHIP BOARD OF THE TOWNSHIP OF BEDFORD, COUNTY OF MONROE, STATE OF MICHIGAN, STATES:

WHEREAS, the Township Board of the Township of Bedford does agree to place a millage proposal on the ballot for the citizens of the Township of Bedford to vote on whether or not they would be in favor of authorizing a millage for up to .35 mills to provide certain funding for the Lake Erie Transit Local Bus Service to provide Dial-a-Ride bus service in Bedford Township; and

WHEREAS, this is a renewal millage in part, as to .25 mills, and a new millage, in part, as to .10 mills; and

WHEREAS, the Township Board of the Township of Bedford does agree to request a millage for five (5) years in the total amount of .35 mills for each year, beginning in 2016 and continuing through 2020, to provide certain funding for Lake Erie Transit Local Bus Service to provide Dial-a-Ride bus service in Bedford Township; and

WHEREAS, the Township Board of the Township of Bedford wants the ballot proposal to be such that the actual amount to be spread annually will be determined by the Township Board of the Township of Bedford on an annual basis, not to exceed .35 mills; and

WHEREAS, the Township Board of the Township of Bedford has agreed to request that the Monroe County Election Commission approve the millage proposal being placed on the ballot for the 2016 Primary Election to be held on March 8, 2016.

II. Resolution

NOW THEREFORE, THE TOWNSHIP BOARD OF THE TOWNSHIP OF BEDFORD, HEREBY RESOLVES AS FOLLOWS:

RESOLVED, that the Lake Erie Transit Local Bus Service Proposal, the language for which is attached hereto, be placed on the Presidential Primary Election ballot to be voted upon by the electors in the Township of Bedford on Tuesday, March 8, 2016; and it was further
RESOLVED, that a copy of this Resolution and Ballot Proposal be submitted to the Monroe County Clerk for placement on the ballot; and it was further

RESOLVED, that the Clerk of the Township of Bedford shall perform any and all things or matters as may be necessary or appropriate under the law to place the above proposition on the ballot as specified.

THE TOWNSHIP BOARD, BEDFORD TOWNSHIP, COUNTY OF MONROE, STATE OF MICHIGAN

By: __________________________
    Trudy L. Hershberger
    Bedford Township Clerk

AUTHENTICATED:

By: __________________________
    Greg W. Stewart
    Bedford Township Supervisor

I, Trudy L. Hershberger, do hereby certify that I am the duly appointed and acting Township Clerk of the Township of Bedford, and I do hereby certify that this Resolution was approved and adopted by the Township Board of the Township of Bedford, Monroe County, Michigan, at a regular meeting of the Township Board held at the Bedford Township Hall, Temperance, Michigan, on the _______ day of ______________________, 2015.

In Favor of the Resolution _________

Against the Resolution _________

______________________________
Trudy L. Hershberger
Bedford Township Clerk

ATTEST:

______________________________
Greg W. Stewart
Bedford Township Supervisor
BEDFORD TOWNSHIP, MONROE COUNTY, MICHIGAN
LAKE ERIE TRANSIT LOCAL BUS SERVICE PROPOSAL
MARCH 8, 2016

Shall the annual tax rate limitation imposed under Section 6 of Article IX of the Michigan Constitution of 1 mill ($1.00 per $1,000.00 of taxable value) be increased, and shall the Township of Bedford be authorized to levy up to .35 mills (.25 mills of which is a renewal and .10 mills of which is a new additional millage), which is $0.35 per $1,000.00 of taxable value, upon the taxable real and tangible personal property within the Township of Bedford, Monroe County, Michigan, the annual amount spread to be determined annually by the Township Board, for a period of five (5) years beginning in 2016 and continuing through 2020, all inclusive, for the purpose of providing certain funding for the Lake Erie Transit Local Bus Service to provide Dial-a-Ride bus service in Bedford Township? The estimated revenue for the first year of the levy, if the proposition is approved, shall be approximately $______________________.

Yes □

No □
BEDFORD TOWNSHIP

RESOLUTION TO APPROVE BALLOT PROPOSAL
LOCAL TRANSPORTATION SERVICE PROPOSAL
2016 PRESIDENTIAL PRIMARY ELECTION

MARCH 8, 2016

I. Statements in Support of Resolution

THE TOWNSHIP BOARD OF THE TOWNSHIP OF BEDFORD, COUNTY OF MONROE, STATE OF MICHIGAN, STATES:

WHEREAS, the Township Board of the Township of Bedford does agree to place a millage proposal on the ballot for the citizens of the Township of Bedford to vote on whether or not they would be in favor of authorizing a millage for up to .35 mills to provide certain funding for local transportation service to provide public transportation services such as on demand bus service in Bedford Township; and

WHEREAS, this is a new millage but replaces a LETC millage of up to .25 mills which ends in 2015; and

WHEREAS, the Township Board of the Township of Bedford does agree to request a millage for five (5) years in the total amount of .35 mills for each year, beginning in 2016 and continuing through 2020, to provide certain funding for local transportation service to provide public transportation services such as on demand bus service in Bedford Township; and

WHEREAS, the Township Board of the Township of Bedford wants the ballot proposal to be such that the actual amount to be spread annually will be determined by the Township Board of the Township of Bedford on an annual basis, not to exceed .35 mills; and

WHEREAS, the Township Board of the Township of Bedford has agreed to request that the Monroe County Election Commission approve the millage proposal being placed on the ballot for the 2016 Primary Election to be held on March 8, 2016.

II. Resolution

NOW THEREFORE, THE TOWNSHIP BOARD OF THE TOWNSHIP OF BEDFORD, HEREBY RESOLVES AS FOLLOWS:

RESOLVED, that the Local Transportation Service Proposal, the language for which is attached hereto, be placed on the Presidential Primary Election ballot to be voted upon by the electors in the Township of Bedford on Tuesday, March 8, 2016; and it was further
RESOLVED, that a copy of this Resolution and Ballot Proposal be submitted to the Monroe County Clerk for placement on the ballot; and it was further

RESOLVED, that the Clerk of the Township of Bedford shall perform any and all things or matters as may be necessary or appropriate under the law to place the above proposition on the ballot as specified.

THE TOWNSHIP BOARD, BEDFORD TOWNSHIP, COUNTY OF MONROE, STATE OF MICHIGAN

By: __________________________
    Trudy L. Hershberger
    Bedford Township Clerk

AUTHENTICATED:

By: __________________________
    Greg W. Stewart
    Bedford Township Supervisor

I, Trudy L. Hershberger, do hereby certify that I am the duly appointed and acting Township Clerk of the Township of Bedford, and I do hereby certify that this Resolution was approved and adopted by the Township Board of the Township of Bedford, Monroe County, Michigan, at a regular meeting of the Township Board held at the Bedford Township Hall, Temperance, Michigan, on the _______ day of _______________________, 2015.

In Favor of the Resolution _________

Against the Resolution _________

______________________________
Trudy L. Hershberger
Bedford Township Clerk

ATTEST:

______________________________
Greg W. Stewart
Bedford Township Supervisor
BEDFORD TOWNSHIP, MONROE COUNTY, MICHIGAN
LOCAL TRANSPORTATION SERVICE PROPOSAL
MARCH 8, 2016

Shall the annual tax rate limitation imposed under Section 6 of Article IX of the Michigan Constitution of 1 mill ($1.00 per $1,000.00 of taxable value) be increased, and shall the Township of Bedford be authorized to levy up to .35 mills which is $0.35 per $1,000.00 of taxable value upon the taxable real and tangible personal property within the Township of Bedford, Monroe County, Michigan, the annual amount spread to be determined annually by the Township Board, for a period of five (5) years beginning in 2016 and continuing through 2020, all inclusive, for the purpose of providing certain funding for local transportation service to provide public transportation services such as on demand bus service in Bedford Township? The estimated revenue for the first year of the levy, if the proposition is approved, shall be approximately $__________________.

Yes □

No □
## 2015 Road Funding Plan

| General Fund Dedication | FY 2019 = $150 million  
FY 2020 = $325 million  
FY 2021 (and beyond) = $600 million |
|-------------------------|------------------------------------------------|
| Homestead Property Tax Credit | Household Resources Cap = $60,000  
Income Multiplier = 3.2% in TY 2018  
Maximum Credit = $1,500 (TY 2018)  
Increase Renter Credit  
Taxable Value Threshold ($135,000), Household Resources Cap, and maximum credit amount indexed beginning Tax Year 2021 |
| Gas Tax | Jan. 1, 2017 = 26.3 cents/gallon (7.3 cents/gallon increase) |
| Diesel Tax | Jan. 1, 2017 = 26.3 cents/gallon (11.3 cents/gallon increase) |
| Diesel Parity | Jan. 1, 2017 |
| Gas/Diesel/Parity Increase Total | $400 million |
| Fuel Tax Inflationary Increases | Begins Jan. 1, 2022 |
| Registration Fees | 20% increase for passenger vehicles and trucks ($200 million)  
Effective = Jan. 1, 2017 |
| Hybrid Vehicle Registration Fees | Hybrid Electric = $30/$100  
Non-hybrid Electric = $100/$200  
Increased fees as gas tax exceeds 19 cents per gallon |
| Roads Innovation Fund (Lock Box) | Locks up the first $100 million of gas/diesel fuel tax increase until unlocked via passage of a concurrent resolution |
| MTF Debt Service Earmark | Increased from $43 million to $50 million |
| MDOT Administrative Cap | 8% |
| Competitive Bidding | Expansion |
| Warranties | Expansion |
| Public Transit Flexibility | Allow Detroit, with MDOT approval, to use up to 20% of their road funds on public transit. |
| Income Tax Rollback | Rollback occurs when GF growth exceeds the rate of inflation times 1.425. First Rollback = Jan. 1, 2023 |