

CHARTER TOWNSHIP OF COMMERCE
****SPECIAL** BOARD OF TRUSTEES MEETING**
Monday, March 16, 2015
2009 Township Drive
Commerce Township, Michigan 48390

CALL TO ORDER: Thomas K. Zoner, Supervisor, called the meeting to order at 6:30pm and introduced the members of the Board.

ROLL CALL: Present: Thomas K. Zoner, Supervisor
Vanessa Magner, Clerk
Molly Phillips, Treasurer
Robert Long, Trustee
Rick Sovel, Trustee
Robert Berkheiser, Trustee
Also Present: Jay James, Building Director
Susan Morrison, Township Attorney
Gary Rentrop, Township Attorney

ITEM 1:3-16 COOLEY LAKE INN, a/k/a On the Waterfront Hearing, Tabled 2-17-15

MOTION by Sovel, supported by Magner, to remove Item 1 from the table.

MOTION CARRIED UNANIMOUSLY

Rami Haidar, a/k/a Sam, Applicant, was present along with new counsel, Attorney Robert Davis, and the new property owner, Helal Farhat, to address this matter.

Supervisor Zoner - Can we get a general update of where we stand today, Gary? My understanding now is that we've finished this review. There are some things that have to change, there has been a change of hands, you were to receive some documents so that you would be satisfied, and then there was to be some major discussion. I don't think that we're going to go into deliberation of what happened in the past. We want to catch up with what we've known and look at the future so that we don't have to be here all night long listening to the same things we heard in the hearing, except to find if there have been any changes in the status quo from the last meeting until today. Gary, could you start this out and lead us into what your expectations are and what we should be able to get out of this meeting?

Gary Rentrop - As you recall, we adjourned this matter for 30 days to provide an opportunity for the applicant to bring forth some documentation and hopefully strike an agreement. The documentation came in fairly late. There's been no dialogue between myself and the applicant on that. The applicant is represented by new counsel, Robert Davis, who I know quite well. I think probably what would be most helpful, since quite a bit has changed since we last met, is for Mr. Davis to perhaps give an explanation of that and how there is a new owner involved, et cetera.

Robert Davis, Attorney for the Applicant - I thank you for the opportunity to be here tonight. I will be succinct and then if there's questions, I can direct them to the right expertise. I'm a practicing municipal attorney and I very recently started looking at this issue and got involved. I would like to report this evening that the property has been

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sold with a recorded deed as of the end of the last week. I presented a viewing on the recorded deed to Gary Rentrop and Sue Morrison. NSL Properties, LLC, is here this evening. They have taken full ownership of the property. It's paid in cash closed with the recorded deed, so the prior owner is no longer involved with the ownership at this juncture.

What I am now working on is a lease between the new owner and Sam for a long-term tenant relationship between the new owner and his LLC, Cooley Lake, Inc. That lease I have drafted in short order. It is missing only two paragraphs, and those two paragraphs I want to glean from you, what will be in the lease running between the new property owner and the person who is going to be operating this facility, is a compliance provision that embodies the relationship that you want with respect to this property. It will have the normal language in there that the tenant must comply with all local ordinances, state laws, health codes and all the other things, but I think there might be some particular things that we would want to reference as exhibits to that lease, such as compliance with entertainment agreements and with other things that you want with respect to noise, sound, outdoor operations, security, monitoring, and whatever the outgrowth is of this dialogue goes into those two paragraphs.

We've already worked out the term of the lease, the financial end of the lease; it will be 10 years with renewable terms so that everybody has a stake in the game. My feeling on that was when I'm in your position, I want to know that the owner of the land and the person who I'm dealing with as the operator both have a large stake in the game. Here, the owner has paid cash and obviously has a stake in the compliance of the tenant satisfying the requirements of the local community and the surrounding neighbors. I'm trying to structure a relationship with the new owner for you. I don't know the whole past but I understand there might have been issues. We need a tenant governed by the lease relationship that embodies what we all need to agree upon so that everybody has a stake in the game of compliance.

That is what brings us here and obviously we're looking for a resolution of support for the last leg of that relationship which would be the transfer of the liquor license to the tenant. I would like to say with respect to noise, since my involvement, we have instituted a managerial monitoring program. We have instituted and drafted a musician contract. I had 8 bands and 1 DJ terminated from the relationship with the facility who were not willing to abide by the contract that we'd drafted, which would be part of the lease which would be given to you. I have some experience with noise at Freedom Hill and have followed that case for many years on sound issues. I also represented in the past Pine Knob/DTE on sound issues. We are going to install some soundproof absorption blankets this Friday which go on the windows, then you put decorative blinds over them. This will absorb the sound from going past the windows. We are going to change the summer music start time to a little later so that there's no opening of the doors as frequently as what has happened in the earlier part of the evening. We've produced a listing of what's going to be going on; Wednesday there will be a DJ, Thursday karaoke, Friday maybe a band, maybe not, Saturday the DJ and Sunday the blues band. I had the tenant hire security. There will be two security persons every time there's a music event at the facility. They will be in charge of site safety and monitoring inside and outside with decibel level readers. We installed I think 14 security cameras, which apparently you can logon and watch the operations of the bar from a website. There would obviously be no illegal dancing activities. We've had a strong conversation about that with the new owner and the applicant.

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Garbage, I've got two new contracts, one with Waste Management and one with Republic so there are now two dumpsters and I hope you don't see unattended garbage in any way, shape or form. I had the fence inspected and I think it has been approved or been looked at by someone from the Building Department.

Bikers, I live in Romeo so I'm well aware of Thursday biker nights and other biker activities. What I've suggested to the owner and what's underway now is that there will be no unique specials offered to bikers and that seems to have a dulling effect on the biker population. We've also provided some data that the relationship between food service and liquor service at that facility is averaging about 70/30 in favor of the food sales.

What I'm trying to do with you is present a new structure from ownership down to operations, and somehow bind us all to that. We're moving in a different direction. I've been working on the punch list with the Health Department. We're way down and we've paid off some historical issues. There was an inspection today and we have a few more issues to go, but we're way down. All the other punch lists from the officials have been worked through.

I know there was an issue reported with respect to this past Saturday night. The first call to the sheriff was that there was loud music and strippers. I think if you check with the officer, you'll learn that was not true. No tickets were issued and nobody was arrested, there was no reported stripper and no reported noise. In fact, the manager who met with the officer is here tonight and she will say that the officer said everything seemed acceptable. A second call was made an hour later saying there was a fight in the parking lot. The officer reported back to the scene and there was no such event. What I hope to do is have any questions answered, but also finish the lease with language that is the outgrowth of this meeting and/or working in conjunction with Gary Rentrop to ensure that the chain of responsibility starts. The entertainment agreement will also be finished based upon what I hear from you, and then we would be asking to have this happen for the new applicant. We're trying to do everything and I will be staying on board with these folks until we have it right.

Zoner - Thank you for your introduction and the list of items that you said you are trying to get fixed. It looks good on paper, but there will be some questions. Gary, there were a couple things that you did mention, and that was the payment of taxes, water and sewer and/or SADs that were still remaining, and there may have been a couple of other things.

Gary Rentrop - There are two threshold items that are required and need to be addressed. One is the application has to be by the owner or someone with a long-term lease. We don't have that long-term lease endorsed. The second hurdle is that all taxes and obligations to the Township must be paid in full. That has not occurred. We have an additional difficulty in that, and the other item that was not in the list of items that was in your motion was the entertainment agreement. We don't have the entertainment agreement and of course that's the thrust of this case. It's all about the entertainment.

These are fairly basic items. Ordinarily I would say why don't we move it off again for 30 days to see if we can accomplish what we'd hoped to, but we have a difficulty and that is this Board has to make a decision on if it's not going to transfer the license to Mr. Haidar, this Board then is confronted with dealing with Mr. Steffanuski. You must then

make a decision whether to recommend non-renewal to the LCC by March 30th. There is a 10-day notice requirement in there, so you're right up against the wire now in the next couple of days. You would have to start the second set of hearings on Mr. Steffanuski if you do not want to renew that agreement and that permit.

I'm thinking, this is an unusual situation, but whether or not the applicant would be willing to put that license in escrow to get it out of the hands of Mr. Steffanuski for a period of time to see if we can resolve some of these issues, mainly payment of taxes, a lease in place and the entertainment agreement. I don't know whether that's agreeable.

Robert Davis - We would certainly do that. I can have the lease done in probably two days. I wanted to make the entertainment agreement embodied by reference into the lease. I can work on the entertainment agreement based upon what we hear this evening. The new owner is here and he can address the taxes. I know he paid something at the closing and I think the taxes owing now would be for 2013 and 2014. We wouldn't oppose the escrow. We just want to get this right.

Zoner - There might a difference of opinion in what is owed in back taxes based on what was signed for by the previous owner, which would have been a SAD for special purpose sanitary sewer system, and then some other taxes which could be close \$70,000.

Robert Davis - May I approach, sir? I have \$70,674.33.

Robert Davis approached the Board and reviewed the figures. Supervisor Zoner confirmed the amount with Treasurer Phillips.

Zoner - The question would be, for clarity, is this still owed?

Robert Davis - It is, that's correct.

Zoner - What is the goal for having this cleared?

Robert Davis deferred to the new owner.

Helal Farhat - I am the principal of the entity that purchased the Cooley Lake building and the real property. As a matter of background, I'm an attorney practicing for approximately 13 years. I've served as a magistrate judge at the district court, I've owned commercial property in multiple cities. I'm also the president of the local bar association. I have an impeccable reputation in my community, both as an individual, as a business man and as an attorney. I'm not here for that purpose or to indicate who and what I am here. I am here to tell this Board and its counsel that I'm willing to do whatever it takes to abide by your requirements so that I can get this building, this restaurant and this bar going.

I purchased the property for \$360,000 of my own money. I have paid the oldest taxes from 2012 in one lump sum which was approximately \$26,000. I'm aware of this \$70,000 left now. Obviously I've put in a lot of money already and I will not let the building go into foreclosure or anything like that. I will do what it takes. I will need time to pay the balance of the taxes, but I assure you that time doesn't mean years or an

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extended period. It's just got to be reasonable so that I can come up with the financial means to pay. I hope we can get Mr. Haidar's license transferred and he can pay me some rent. Then I can obviously use those funds to pay the taxes. If that requires, as your attorney indicated, payment as a prerequisite, again I'm willing to work with counsel and the Board to do whatever it takes. I've known Mr. Haidar on a personal and a business basis and I can tell you that whatever the past issues were, they will not continue. I will not let it happen. I will not allow it to happen as a landlord and I will do as counsel indicated. I wanted to hold off on the lease with Mr. Haidar simply because I was aware of the issues that were going on here, both with the neighbors and the Township Board. I want to make sure that my lease will be satisfactory to this Board and to the neighborhood. We have a duty to the neighborhood I own property in. I'm here to make sure we satisfy the community.

Zoner - As the new owner, you can't blame this Board for having some distrust in the process as we decide what we are going to do, how we will handle this and whether we will approve or disapprove it. There has been a change of hands from one person to another and there have been some other antics at this building site. What I'm hearing from both of you is that this is a reorganization. I wasn't feeling comfortable with this and I was leaning on suggesting that we just go ahead and deny this request and go on with our lives, and there would sit a vacant building. I also would like to have a building that is successful too.

One of my questions is really on the 70/30 ratio presentation. I'm used to 70/30 with 70% food and 30% alcohol when people are going to a family restaurant. I didn't see on the site plan what I thought was a family restaurant with these high top tables. It bothered me a bit seeing that we do have the same old thing. So, can we have a different kind of a plan to generate more of a family oriented business where people really can sit down at 25 tables that are for eating instead of 10 tables eating and the rest bar stools?

Robert Davis - Is that a ratio that we could embody?

Zoner - I don't have the site plan really to understand it. There could be seating for 100 people in the restaurant.

Robert Davis - Your feeling is that the site plan currently depicts more of a bar atmosphere in terms of the table arrangements?

Zoner - Yes, that's correct.

Robert Davis - That is the kind of stuff I need tonight.

Zoner - You mentioned that there were some things on the punch list and you were making sure they got taken care of. One was the Health Department. Could you explain that and clarify?

Robert Davis - The Health Department has been out doing food service related inspections. They have not been extremely happy over a period of time preceding this and we've watched the list of items go down in today's report. It's down to just a few

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items on a couple pages, as opposed to what used to be 13 to 15 pages long. I think one of the workers who interacted with the Health Department is here tonight, and there was a thank you finally from the inspector for the attention paid to correcting some of these issues. We are not done, but we are working on each issue they are raising. Prior fines that were outstanding have been paid off from the old regime. I can forward the most recent checklist to your counsel.

Zoner - My last comment or question to you is based on the entertainment. That seemed to be a problem and I understand that you can change your menu, or change the specials, but the last thing that came up was a special for college night which was different and new. I understand an entrepreneur trying to get a business started, but we were seeing entertainment with dancing girls in bathing suits here. The college night seemed to be somewhat of a challenge between another bar in West Bloomfield and this bar trying to capture customers by offering a college night. Those scenarios may have been rumored, or maybe they're not. We're just looking for something from you guys to say, we've got to change our attitude. I suppose I could live with some music as long as it was curtailed. The type of music that was there in the past at Duffy's was a guy with a guitar singing folk songs. It was family oriented up until 11:00 and then everyone dispersed and went home except for the bar people who like to sit around drinking until 2:00am. That then brings on the security problem where you have potential bar fights in the backyard, or sometimes just people playing around, but it still makes enough noise to bother the residents. Those are the things that this Board initially would like to see, some promises, some guarantees, backed up and supported by you, sir.

Helal Farhat - As Bob indicated, as part of the lease, and I've already spoken to Mr. Haidar, there will not be dancers there. Some people may be angered by that, but I assure you sir, there will not be any dancing there going forward and that is part of my lease. There will not be anything illegal or immoral or offensive to the community and this will be part of the lease. Dancers would be an issue for the community at large.

Berkheiser - So you're saying that there will be no illegal dancers. Are you saying no dancers at all?

Helal Farhat - No dancers. I mean if somebody wants to dance with their wife, sure, but there will not be any exotic, illegal or naked dancing. I have to be clear here so I'm not making any misrepresentations. I am open to suggestions as to how to word this.

Robert Davis - We're trying not to say that people can't dance.

Zoner - It's hard to police except for yourself. The only people that will find out about it is us and that's when we get a call from somebody that says you're not committed to doing what you said you were going to do.

Robert Davis - That's why I did impose the requirement of two security personnel. They will have a list that defines what we're looking for and that includes the perimeter outside. I think what happens sometimes, and I don't spend an inordinate amount of time at bars as I'm getting too old for that, but people drift outside, walking, talking, and

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their conversation gets loud. That can get offensive to the neighbors. We're implementing security on the perimeter, not just the inside, and that's why two were hired per music event nights.

Zoner - Just to obtain some trust among us, is there any reason you couldn't promise that there wouldn't be any music past 11:00pm, maybe for a year until we can do annual inspections again, like we do with all other bars and restaurants? We will, or won't, make recommendations for license renewals based upon the results of those investigations and that gives us the opportunity to bring some flaws out that maybe they're not noticing, such as trash issues, et cetera. This would offer some give and take and that has to exist for us to gain some trust and enable us to move forward.

Robert Davis - You want a program that eases into this entertainment?

Zoner - Yes.

Sovel - Would it be acceptable to say, "no hired, paid or tipped dancers"?

Helal Farhat - Yes, we would accept that.

Sovel - Will you become our witness?

Robert Davis - Could you repeat that?

Sovel - "No hired, paid or tipped dancers."

Long - What about the contests?

Robert Davis - We are not trying to circumvent anything. We are trying to get what you want and ensure that it is well-worded. We can add "no dance contests".

Long - I'm not necessarily opposed to dancing. I concur with Zoner that the type of entertainment you offer and the conduct of the business is how you target the market.

Extensive open discussions ensued with regard to dancing, target marketing for the establishment and recent calls to the authorities regarding dancing at the bar. Jay James had been present at the facility on the night in question and attested that there had not been any dancers or strippers present in the bar. Discussions continued addressing the direction the business should be going in, the desired family restaurant orientation, table arrangements, eliminating specials for college night and bikers, and limitations on music and entertainment.

Suzanne Mercs, employee of the Cooley Lake Inn, went on record to discuss the typical customer base which includes people in their mid-30s to 40s and older. She elaborated on the dinner rush hours, the family orientation goals and added that dancers and dancing is not typical behavior. Further discussions included the size of the dance floor, advertising, and amenities.

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Michael Trzos, 1565 Switzerland Drive, initiated discussion regarding issues with trash and the broken fences as these matters had not been corrected since the last meeting. Discussions ensued regarding the presence of two dumpsters, the need to clean up the trash that was still behind the dumpster, the fact that the presence of two dumpsters would not be permitted to continue on a permanent basis, and Jay James offered suggestions for what needed to be done to repair/replace and maintain the fencing in question. He suggested that funds be placed in escrow to ensure these tasks were completed.

Long - Gary, there are two things that this is all contingent upon; however, the taxes have not been paid and the lease agreement is forthcoming. What do you recommend we do at this point?

Gary Rentrop - The Board can do as they please, but I would say any action should be conditioned upon the taxes being paid and the lease being produced. I am hearing some positive things from the applicant that I have not heard before. If you are willing, you could put the license into escrow to allow them time to develop the entertainment plan and operating plan.

Discussions took place regarding the process of putting the liquor license into escrow. Gary Rentrop explained that the license would no longer belong to Mr. Steffanuski, but it would remain in escrow until an agreement could be reached with the applicant, if and when that occurs. It would be lost if the agreement could not be reached. This would allow the Board additional time to see what could develop.

Long confirmed that the license could not be transferred until the taxes were paid and the lease agreement had been submitted. Gary Rentrop agreed. Sovel reiterated that about two weeks remained before the deadline of March 31st for the license to be transferred into escrow. He discussed how operations might continue for the establishment during this transition and while the license was placed in escrow. Gary Rentrop explained that this escrow would block the transfer of the license and these terms would then be at the discretion of the Board, including whether or not to allow the facility to continue to serve alcohol.

Mr. Farhat inquired as to why the immediate payment of taxes was an issue when the real issue was the bar's impact on the neighborhood. Robert Davis suggested that an acceptable payment program be established for the taxes. Sovel encouraged that the attorneys meet to discuss these items further. Magner discussed the license escrow with Gary and the LCC's involvement and acceptance of such an agreement. Gary explained that the LCC would be advised of the escrow and the hold on the license transfer pending notification from Commerce Township. He added that this is an internal escrow, like that which is established when closing on a house. Magner asked if the LCC could possibly bypass the Township in the transfer process. Gary stated that they could, but typically they will listen to the municipality in cases such as this.

Karen Mackey, 1605 Switzerland Dr., stated that she was under the impression that this could not take place since the taxes were not paid. She was also concerned about the issues not being fixed.

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Supervisor Zoner explained that the Township Board is trying to do several things here, including:

1. Finding solutions to the problems;
2. Preventing a vacant building which would be a bigger problem with nobody there to do anything with it;
3. Enhancing the site with the opportunity presented here.

He added that this cannot be fixed overnight, but conditions can be made and written to ensure that the issues are addressed in a timely manner. He explained that the alternative could involve the license continuing with Mr. Steffanuski. He concluded that the purchaser has made a huge investment and it is in his interest to make something work here and provide a way for the public to go there and eat dinner in a family oriented environment. The trash and fence will need to be looked at, but more importantly conditions need to be imposed for a total change and an attitude adjustment and that would be in fairness to all adjacent homeowners there. The Township is looking for an alternative that will meet these conditions without leaving a vacant building there.

Michel Trzos stated that if the bar will be toning down the music, he didn't know why they would still need sound blinds. He attested that the sound had been kept down for the past couple of weekends. Robert Davis stated that it sounds like their program is working and they will continue to make it better. Discussions ensued regarding the recent calls to police. Judy Yahner, 8659 Cooley Lake Road, discussed her issues and her reasons for calling the sheriff. She responded that she had not seen any strippers, but she noted her continued opposition and added that the advertising for sexy Saturdays had been ongoing since the last meeting. Michele Galinowski, the bar's assistant manager, further discussed the encounters with police after Ms. Yahner's calls. She also elaborated on the security guards and her actions to measure decibel levels on the interior of the bar and the exterior boundaries of the property to ensure that the neighborhood would not be disturbed. Discussion continued regarding sound control, excessive opening of the doors, daylight hours in the summertime and issues with the patio for which there is a judgment in place prohibiting usage until a decision is made in this matter. Reasonable agreements would need to be established addressing all of these potential issues to prevent them from continuing to negatively impact the neighbors.

Long discussed payment of the taxes with Mr. Farhat and Mr. Davis. Mr. Farhat stated that depending upon the operation of the restaurant, he expected that he would be able to pay the 2013 taxes within 6 months, and then the 2014 taxes in the following 6 months. He added that this would all be contingent upon operating the establishment and receiving rent. Long explained that it was not just the Board wanting the taxes to be paid; it is required by the ordinance that they be paid. Zoner directed Mr. Davis to speak further with Gary Rentrop with regard to the unpaid taxes. Bruce Hug, 8617 Cooley Lake Road, quoted the ordinance and explained that no license shall be issued when the taxes are unpaid. Discussion continued regarding the need to settle the \$70,000 in taxes prior to transfer of the license. Gary explained that this escrow for the license is a somewhat creative approach and under this arrangement, the license is technically not transferred. It is held in escrow pending certain events. Discussions continued regarding the establishment's ability to continue operations without transfer of

the license, and again, Gary explained that the terms would be at the discretion of the Township Board.

Robert Davis suggested that the escrow could be entered into for 30 to 60 days and maybe the Township Board could allow the business to continue to operate, but the license would not be transferred until the taxes were paid in full, the entertainment agreement was finalized and the lease was in place and found to be acceptable. He would leave it to the Board to set the terms.

Discussions continued regarding the ordinance as it relates to unpaid taxes and granting of liquor licenses.

ITEM 2:3-16 CLOSED SESSION - ATTORNEY/CLIENT PRIVILEGED INFORMATION

MOTION by Sovel, supported by Magner, to enter into Closed Executive Session for the purpose of Attorney/Client Privileged Information.

ROLL CALL VOTE

AYES: Sovel, Magner, Phillips, Berkheiser, Long, Zoner

NAYS: None

ABSENT: None

MOTION CARRIED UNANIMOUSLY

Entered into Closed Session: 7:52pm

Returned from Closed Session at: 8:12pm

MOTION by Zoner, supported by Berkheiser, to adjourn from Executive Session and approve the minutes.

MOTION CARRIED UNANIMOUSLY

MOTION by Sovel, supported by Berkheiser, to deny transfer of the liquor license for non-payment of property taxes and no evidence of a long-term lease. If a new application is submitted the Board will hold in abeyance its review of the review factors as required by the ordinance.

Discussion -

Zoner - Gary, what would be some guidelines that they might want to follow?

Gary Rentrop - I'm sure Mr. Davis is familiar with review factors and the criteria for the application. The key document here is an operating agreement that will be entered into between the Township and the applicant for how this operation will occur. Who would be the point person here on the Board for me to work with on that as we proceed and I work with Mr. Davis?

Zoner - Legally, that would be me.

Gary Rentrop - Okay.

Zoner - So if they meet certain criteria and can give us the information in a short period of time, will we need to have another meeting?

Gary Rentrop - Yes, we'd have another meeting to entertain the request for transfer. Since we already have a special meeting set up, that would be an opportunity for them to get back to us.

ROLL CALL VOTE

AYES: Sovel, Berkheiser, Long, Phillips, Magner, Zoner

NAYS: None

ABSENT: None

MOTION CARRIED UNANIMOUSLY

MOTION by Berkheiser, supported by Phillips, that a Special Meeting of the Commerce Township Board of Trustees will be held on Monday, March 30, 2015 at 5:00pm. The purposes of the meeting are to consider meeting in closed session for the purpose of discussing an Attorney/Client letter with legal counsel, also to hold a hearing to consider evidence and to determine whether or not a recommendation of non-renewal of the license for Cooley Lake Inn, Inc., liquor license and ancillary permits to be filed with the Michigan Liquor Control Commission. A notice of the hearing that complies with the ordinance shall be prepared by the Township Clerk in consultation with legal counsel and will be mailed to the licensee by the Township Clerk via first-class mail not less than 10 days prior to the hearing.

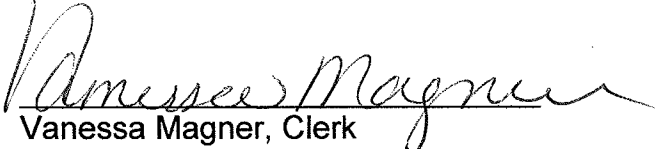
MOTION CARRIED UNANIMOUSLY

ITEM 3:3-16 ADJOURNMENT

As there were no other matters to come before the Board.

MOTION by Berkheiser, supported by Sovel, to adjourn the meeting at 8:19pm.

MOTION CARRIED UNANIMOUSLY


Vanessa Wagner, Clerk
Charter Township of Commerce