CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER JARRELL ROE MONICA ROSS WILLIAMS JIMMIE WILSON, JR.

April 2, 2019

Work Session – 5:00 p.m. Regular Meeting – 7:00 p.m.

Ypsilanti Township Civic Center 7200 S. Huron River Drive Ypsilanti, MI 48197



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE•YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS • JIMMIE WILSON, JR.

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, APRIL 2, 2019

5:00pm

CIVIC CENTER BOARD ROOM 7200 HURON RIVER DRIVE

1.	DISCUSSION ON ATTENDANCE POLICY	
		TRUSTEE ELDRIDGE
2.	AGENDA REVIEW	SUPERVISOR STUMBO
3.	OTHER DISCUSSION	BOARD MEMBERS

Attendance Policy

REVIEW AGENDA

A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

A. BOARD MEMBERS HAVE THE OPPORTUNITY TO DISCUSS ANY OTHER PERTINENT ISSUES



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS • JIMMIE WILSON, JR.

REGULAR MEETING AGENDA TUESDAY, APRIL 2, 2019 7:00 P.M.

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION
- 3. PROCLAMATION FOR LINCOLN HIGH SCHOOL DIVISION 1 STATE BASKETBALL CHAMPIONSHIP
- 4. PUBLIC HEARING
 - A. 7:00PM RESOLUTION 2019-14, CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #214 LAKEWOOD/MAJESTIC LAKES
 - B. 7:15PM RESOLUTION 2019-15, CREATION OF SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT #071 LAKEWOOD/MAJESTIC LAKES
 - C. 7:30PM RESOLUTION 2019-16, CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #215 PONDS AT LAKEWOOD AND MAJESTIC PONDS
 - D. 7:45PM RESOLUTION 2019-17, CREATION OF SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT #072 PONDS AT LAKEWOOD AND MAJESTIC PONDS
 - E. 8:00PM RESOLUTION 2019-18, CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #216 REDWOOD/NAUTICA POINTS APARTMENTS
 - F. 8:15PM RESOLUTION 2019-19, CREATION OF SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT #073 REDWOOD/NAUTICA POINTS APARTMENTS
- 5. PUBLIC COMMENTS
- 6. CONSENT AGENDA
 - A. MINUTES OF THE MARCH 5, 2019 WORK SESSION AND MARCH 19, 2019 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 - 1. STATEMENTS AND CHECKS FOR APRIL 2, 2019 IN THE AMOUNT OF \$627,215.64
- 7. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

- 2nd READING OF RESOLUTION 2019-07, PROPOSED ORDINANCE 2019-485, AN ORDINANCE TO AMEND THE CHARTER TOWNSHIP OF YPSILANTI CODE OF ORDINANCES, CHAPTER 42-210 ENTITLED FIREWORKS (1ST READING HELD AT THE MARCH 5, 2019 REGULAR MEETING)
- 2. 1ST READING OF PROPOSED ORDINANCE 2019-484, AN ORDINANCE PROHIBITING RECREATIONAL MARIJUANA ESTABLISHMENTS WITHIN YPSILANTI TOWNSHIP AS PROVIDED BY THE RECREATIONAL MARIJUANA BALLOT INITIATIVE 1 OF 2018 (TABLED AT THE FEBRUARY 5, 2019 REGULAR MEETING)

NEW BUSINESS

- 1. 1ST READING OF RESOLUTION 2019-20, PROPOSED ORDINANCE 2019-484, PROHIBITION OF RECREATIONAL MARIJUANA ESTABLISHMENTS
- 2. REQUEST TO APPOINT RYAN HUNTER TO THE ANN ARBOR AREA TRANSPORTATION AUTHORITY (AAATA) BOARD WITH TERM ENDING APRIL 30, 2024
- 3. RESOLUTION 2019-08, FEE SCHEDULE AND VALUATION DATA FOR BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, SIGN AND BIKE PATH PERMITS
- 4. RESOLUTION 2019-13, PROFESSIONAL SERVICE FEES FOR TOWNSHIP, ATTORNEY, PLANNER, ENGINEER AND FIRE DEPARTMENT
- 5. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF NINE (9) SPEED HUMPS ON EDISON AVE. IN THE AMOUNT OF \$61,950.00 BUDGETED IN LINE ITEM #101-446-000-818-022
- 6. BUDGET AMENDMENT #6

AUTHORIZATIONS AND BIDS

- 1. REQUEST OF SUPERVISOR BRENDA STUMBO TO ACCEPT QUOTES FOR THE FOLLOWING EQUIPMENT
 - TORO 5910 MOWER IN THE AMOUNT OF \$111,739.20 TO BE BUDGETED IN LINE ITEM #101-774-000-977-000 CONTINGENT UPON BUDGET AMENDMENT APPROVAL
 - FORD F-550 WITH ARBORTECH 11' CHIPPER BODY IN THE AMOUNT OF \$69,969.00 TO BE BUDGETED WITH 80% CHARGED TO LINE ITEM #101-774-1-977-000 AND 20% TO LINE ITEM #226-226-000-977-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT
 - BOBCAT 36" TREE SPADE IN THE AMOUNT OF \$9,866.64 TO BE BUDGETED IN LINE ITEM #212-212-000-977-000 CONTINGENT UPON BUDGET AMENDMENT APPROVAL

Ypsilanti Township Board Agenda

Page 2

April 2, 2019

- 2. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO ACCEPT THE FOLLOWING PROPOSALS:
 - REQUEST TO ACCEPT PROPOSAL FROM COMCAST FOR THE INSTALLATION OF ETHERNET NETWORK SERVICE BETWEEN NINE (9) TOWNSHIP LOCATIONS WITH INSTALLATION COSTS OF \$40,930.00 AND MONTHLY COSTS OF \$3,202.00 FOR SIXTY MONTHS (60) BUDGETED IN LINE ITEM #101-266-000-857-100
 - REQUEST TO ACCEPT PROPOSAL FROM ACD FOR INTERNET SERVICE AT THE CIVIC CENTER IN THE AMOUNT OF \$699.95 FOR SIXTY (60) MONTHS
 - REQUEST TO ACCEPT THE LOW PROPOSAL FROM NEXT INTERNATIONAL FOR SERVER HARDWARE IN THE AMOUNT OF \$61,600.00 BUDGETED IN LINE ITEM #101-266-000-977-000
 - REQUEST TO ACCEPT THE PROPOSAL FROM GRANITE TELECOMMUNICATIONS FOR PLAIN OLD TELEPHONE SERVICE (POTS) IN THE AMOUNT OF \$281.00 PER MONTH FOR TWELVE (12) MONTHS
- 3. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO ORGANIZE A "CASH AND CARRY" EVENT TO DISPOSE OF RETIRED AND/OR OBSOLETE EQUIPMENT AND TO DISPOSE OF ANY UNSOLD ITEMS THROUGH RESPONSIBLE RECYCLING
- 4. REQUEST OF MIKE SARANEN TO SEEK QUOTES FOR NEW TRUCK FOR HYDRO STATION USE

OTHER BUSINESS

Charter Township of Ppsilanti Proclamation

Honoring 2019 LINCOLN HIGH SCHOOL **BOYS VARSITY BASKETBALL TEAM**

WHEREAS, the Charter Township of Ypsilanti wishes to recognize and congratulate the 2019 Lincoln High School Boys Varsity Basketball Team on their outstanding, history making season; and

WHEREAS, the Team's hard work and dedication resulted in clinching the 2019 Southeastern Conference White Division Championship, the 2019 Division 1 District Championship and for the first time in school history, this exceptional team became the 2019 Division 1 Regional Champions and the MHSAA 2019 Division 1 State Champions; and

WHEREAS, freshman, Emoni Bates was recognized as the 2019 Gatorade Player of the Year and the Associated Press Player of the Year and Jesse Davis, Lincoln High School Boys Varsity Basketball Head Coach was named Coach of the Year by Detroit News All-State; and

WHEREAS, Emoni Bates, Jalen Fisher and Amari Frye were recognized as the 2019 Southeastern Conference All-Conference First-Team, Tahj Chatman and Trevon Davis were awarded the 2019 Southeastern Conference Honorable Mention, Trevon Davis received the 2019 Southeastern Conference Sportsmanship Award and Tahj Chatman, Ryan Barker, Cameron Johnson and Antone Swanson were recipients of the 2019 Southeastern Conference Scholar-Athlete Award; and

WHEREAS, the Detroit News All-State recognized Emoni Bates (Dream Team), Jalen Fisher (Division 1, Fourth Team), Tahj Chatman (Honorable Mention) and Amari Frye (Honorable Mention) and;

NOW, THEREFORE BE IT RESOLVED, the Charter Township of Ypsilanti Board of Trustees would like to give a special recognition to Coach Jesse Davis for his role in leading the team to become the 2019 Division 1 State Champions.

NOW, THEREFORE BE IT FURTHER RESOLVED, the Charter Township of Ypsilanti Board of Trustees on behalf of all our residents wishes to applaud the 2019 Lincoln High School Boys Varsity Basketball Team on their history making season. Go Lincoln **Railsplitters!**

Dated and Signed This 2 Day of April, 2019

Jenka & Stremle

Brenda L. Stumbo, Supervisor

Karen Janepu Ro Karen Lovejoy Roe, Clerk

Parry AL

Larry J. Doe, Treasurer

Stan Eldridge, Trustee

Heather Carrell Boe

Heather Jarrell Roe, Trustee

Valor an William

Monica Ross Williams, Trustee

from I Wem fr

Jimmie Wilson, Jr., Trustee

PUBLIC HEARINGS

Charter Township of Ypsilanti

RESOLUTION NO. 2019-14

CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #214 LAKEWOOD/MAJESTIC LAKES

WHEREAS, the Township Board of Trustees approved the Planned Development Agreement with Diverse Real Estate for Lakewood/Majestic Lakes, which requires the installation of a streetlight and camera at the entrance to the development. One streetlight will be constructed at the intersection of Tuttlehill Rd. and Fawn Dr. It is being requested of the Board of Trustees for the creation and establishment of special assessment district #214 for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

WHEREAS, the Township Clerk requested of Detroit Edison, proposed plans describing the street lighting improvement and the location of said improvements with an estimate of said costs; and

WHEREAS, on January 11, 2019 Brandon Faron of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install street lighting for Lakewood/Majestic Lakes, Ypsilanti Township, consisting of 197 parcels, which said plans included, *inter alia*, the installation of "one (1) new wood pole and one (1) Code 48 support arm with one (1) 135w Led light" with the cost of said improvements being approximately:

Total Estimate Construction Cost:	\$3,004.89
Total Lamp Charge For Three (3) Years:	\$518.94
Contribution (Cost minus 3 years revenue):	\$2,485.95
Total Annual Lamp Charges:	\$ 172.98

WHEREAS, on February 11, 2019 the Township Clerk received notification from the Township Assessor that the cost of providing a street light for Lakewood/ Majestic Lakes, Ypsilanti Township, consisting of 197 parcels, which said plans included, *inter alia*, the installation of "one (1) new wood pole and one (1) Code 48 support arm with one (1) 135w Led light" (construction costs of \$2,485.95 for the installation will not be included in the special assessment district and has been paid by Diversified Real Estate) will be \$.88 per parcel for a 3-year period; thereafter, said costs shall be estimated at \$.88 per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

WHEREAS, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the April 2, 2019 public hearing, setting forth the district affected in said petition, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

WHEREAS, the Township Clerk has also published in a newspaper of general circulation the time, place and purpose of said public hearing and the district affected thereto; and

WHEREAS, on April 2, 2019, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against creating said special assessment district.

NOW THEREFORE, BE IT RESOLVED, that special assessment district #214 be created for the purpose of providing one (1) streetlight for Lakewood/Majestic Lakes, consisting of 197 parcels.

BE IT FURTHER RESOLVED, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for Lakewood/Majestic Lakes, consisting of 197 parcels, which said plans included, *inter alia,* the installation of *"one (1) new wood pole and one (1) Code 48 support arm with one (1) 135w Led light*" (construction costs of \$2,485.95 for the installation will not be included in the special assessment district and has been paid by Diverse Real Estate) will be **\$.88** per parcel for a 3-year period; thereafter, said costs shall be estimated at **\$.88** per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

BE IT FURTHER RESOLVED, that the Township Supervisor shall make a special assessment upon all the lands and premises contained herein to defray the expenses of lighting said streets.

BE IT FURTHER RESOLVED, that the Township Board shall hereinafter annually determine on or before September 30 of each year, the amount to be assessed in said district for lighting said streets and shall direct the Township Assessor to levy such amounts therein.

BE IT FURTHER RESOLVED, that when the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.

BE IT FURTHER RESOLVED, that the Township Board shall give notice of said hearing and filing of the assessment roll in the manner prescribed by statute.



January 11, 2019

Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe

Re: Charter Township of Ypsilanti-Tuttlehill and Fawn Dr Street Lighting Installation

Attached is the agreement for the work to be performed in the budget letter was sent on October 8, 2018. A detailed description of the project is outlined in the agreements. Please print TWO copies. Please sign BOTH copies in the designated areas. A check or Purchase Order in the amount of \$2,485.95 is also required at this time. Please return BOTH signed agreements (as well as check or Purchase Order...made payable to DTE Energy) to the following address:

DTE Energy 8001 Haggerty Rd. Belleville, MI 48111 140 WWSC-Brandon Faron

Upon receipt of BOTH signed copies (and payment), we (DTE Energy) will then sign BOTH copies and return ONE original back to you.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron Account Manager Community Lighting

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "<u>Agreement</u>") is dated as of January 11, 2019 between DTE Electric Company ("<u>Company</u>") and Charter Township of Ypsilanti ("<u>Customer</u>").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 7, 2018 (the "<u>Master Agreement</u>") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order	52957886		
Number:	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A		
2. Location where Equipment will be installed:	[Tuttlehill and Fawn Dr], as more fully described on the map attached hereto as <u>Attachment 1</u> .		
 Total number of lights to be installed: 	1		
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install one (1) new wood, one (1) Code 48 support arm, and one (1) 135w LED with gray housing. Luminaire MUST have photocontrol so that power is at the pole 24/7. Ypsilanti Twp to install camera surveillance equipment at this location (Joint Use to facilitate this work).		
5. Estimated Total Annual Lamp Charges	\$172.98		
6. Computation of Contribution in aid of	Total estimated construction cost, including labor, materials, and overhead:	\$3,004.89	
Construction ("CIAC	Credit for 3 years of lamp charges:	\$518.94	
<u>Amount</u> ")	CIAC Amount (cost minus revenue)	\$2,485.95	
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement		
8. Term of Agreement	5 years. Upon expiration of the initial term, this continue on a month-to-month basis until termi written consent of the parties or by either party days prior written notice to the other party.	nated by mutual	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) YES NO If "No", Customer must sign below and acknow lighting design does not meet IESNA recomme		
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe		

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("<u>SOM</u>") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least <u>0</u> posts and <u>0</u> luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at <u>N/A</u>. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name:	N/A	Title:	N/A	
Phone Number:	N/A	Email:	N/A	

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:	
DTE Electric Company	Charter Township of Ypsilanti	
Ву:	Ву:	SIGN HERE
Name:	Name:	
Title:	Title:	

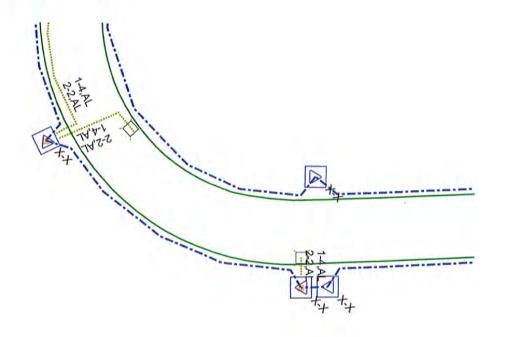
Purchase Agreement – Page 3

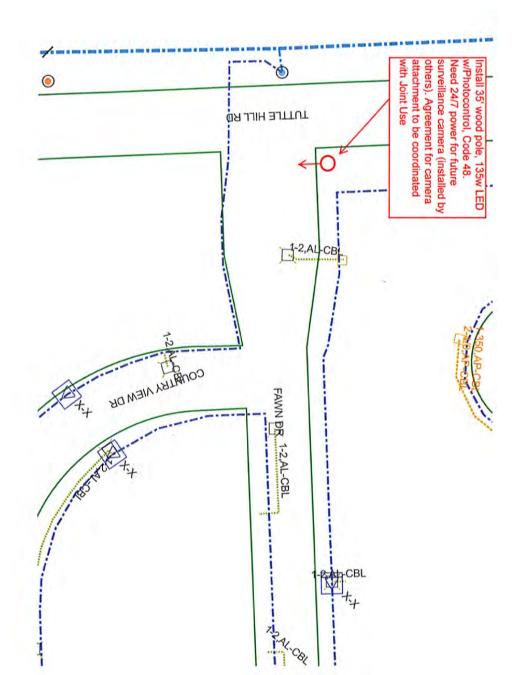
Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

Purchase Agreement – Page 4





Supervisor BRENDA L. STUMBO Clerk. KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER JARRELL ROE MONICA ROSS WILLIAMS JIMMIE WILSON, JR.



Charter Township of Ypsilanti

Clerk's Office

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-4700 Fax: (734) 484-5156

March 11, 2019

Name Address City, State Zip

Re: Public Hearing Scheduled for Tuesday, April 2, 2019 at Approximately 7:00pm for the Creation of Streetlight Special Assessment District #214 Lakewood/Majestic Lakes

Dear Property Owners:

The Charter Township of Ypsilanti Board of Trustees set a public hearing to consider the request for the creation of streetlight special assessment district #214 Lakewood/Majestic Lakes for the installation of one (1) streetlight to be located at Tuttlehill Rd. and Fawn Dr.

This will include your property located at: property address parcel

The public hearing will be held on Tuesday, April 2, 2019 at approximately 7:00 p.m. in the Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

The Detroit Edison lamp layout for the proposed new streetlight is located on the back of this letter.

Installation charges for the one (1) streetlight is \$2,485.95 and is being paid for by the developer. DTE has fixed the annual lamp charges for the first three (3) years, per agreement to \$172.98. This cost is divided among the one hundred ninety seven (197) parcels and equals \$.88 per parcel. After the third year, the costs will reflect the current rates set by DTE, as well as current electrical usage over the year.

Total estimated annual costs for the additional streetlight would be \$.88 per parcel, per year

You are welcome to attend the meeting or you may send written comments of approval or objection in advance of the public hearing to the address listed above or by email to klovejoyroe@ytown.org or lstanfield@ytown.org.

To Legally Protest the Streetlight Special Assessment:

An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment in person, or may file his or her appearance and protest by letter before the hearing, and in that event, personal appearance shall not be required. The owner or any person having an interest in the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed.

If you have any questions or need additional information, please feel free to contact my office.

Sincerely.

Karen Lovejoy Roe, Clerk

Lisa Stanfield, Deputy Clerk

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CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2019-15

CREATION OF NEIGHBORHOOD CAMERA SPECIAL ASSESSMENT DISTRICT #071 LAKEWOOD/MAJESTIC LAKES

WHEREAS, as a requirement of the Planned Development Agreement between Ypsilanti Township and Diverse Real Estate, the Township Board of the Charter Township of Ypsilanti proposes to install a security camera at the intersection of Tuttlehill Rd. and Fawn Dr.; and

WHEREAS, Diverse Real Estate has paid for the purchase and installation of the security camera; and

WHEREAS, the Township Board proposes the creation of a special assessment district consisting of 197 parcels known as Lakewood/Majestic Lakes, which will be benefited to defray the operation and maintenance cost of the security cameras; and

WHEREAS, the Township Board has solicited *Requests for Proposals* for the proposed project describing the security camera improvements, the proposed location of said improvements and estimated costs; and

WHEREAS, Conti Corporation, a video security company, licensed by the State of Michigan, prepared and submitted proposed plans to install, operate and maintain security cameras in public areas located within the boundaries of Lakewood and Majestic Ponds, which consists of 197 parcels with the following estimated costs:

 Costs for purchase and installation of 1 security camera (paid for by Diverse Real Estate): 	\$4	,908.09
 Total Annual Residents' Cost for maintenance and operation of security cameras: (First three years) 	\$6	,900.72
 Annual cost per parcel 	\$	11.68
 Monthly cost per parcel 	\$.97

WHEREAS, the plans, estimates of cost and proposed special assessment district were filed with the Township Clerk for public examination and notice of the public hearing upon the same was published and mailed in accordance with the law and statute provided as shown by affidavits pertaining thereto on file with the Township Clerk; and

WHEREAS, in accordance with the aforesaid notices, a hearing was held on the <u>2nd</u> day of <u>April</u>, <u>2019</u> commencing at approximately <u>7:15pm</u> and all persons given the opportunity to be heard in the matter; and

WHEREAS, as a result of the foregoing, the Township Board believes the project to be in the best interests of the Township and of the district proposed to be established therefore;

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

- That this Township Board does hereby approve the plans for public security cameras as prepared and presented by the Township's licensed security system contractor and its annual estimate of costs for the operation and maintenance thereof.
- 2. That this Township Board creates a special assessment district located within the boundaries of Lakewood/Majestic Lakes with the district to be known as Lakewood/Majestic Lakes Neighborhood Camera Special Assessment District No. 071 within which the costs of the operation and maintenance of the security cameras shall be assessed according to benefits.
- 3. That on the basis of the foregoing, this Township Board does hereby direct the Supervisor and Assessing Officer to make a special assessment roll in which shall be entered and described all the parcels of land to be assessed with the names of the respective owners thereof if known, and a total amount to be assessed against each parcel of land which

amount shall be the relative portion of the whole sum to be levied against the parcels of land in the special assessment district as the benefit to the parcel of land bears to the total benefit to all the parcels of land in the special assessment district. When the same has been completed, the Supervisor or Assessing Officer shall affix thereto her certificate stating that it was made pursuant to this resolution and that in making such assessment roll, she has, according to her best judgment, conformed in all respects to the directions contained in this resolution and the applicable state statutes.

- 4. When the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.
- 5. If the special assessment roll is confirmed, the Township Board intends to hold a public hearing once each year in future years, on or before September 30, to reassess property in the special assessment district for the costs in the next year, and will provide notice of such hearing in such a manner as prescribed by law.
- That all resolutions and parts of resolutions insofar as they conflict with the provisions of the within resolution be and the same are hereby rescinded.

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER JARRELL ROE MONICA ROSS WILLIAMS JIMMIE WILSON, JR.



Clerk's Office

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-4700 Fax: (734) 484-5156

¹⁵ Charter Township of Ypsilanti

March 11, 2019

Name Address City, State Zip

Re: Public Hearing Scheduled for Tuesday, April 2, 2019 at Approximately 7:15pm for the Creation of Neighborhood Camera Special Assessment District #071 Lakewood/Majestic Lakes

Dear Property Owners:

The Charter Township of Ypsilanti Board of Trustees set a public hearing to consider the request for the creation of Neighborhood Camera Special Assessment District #071 Lakewood/Majestic Lakes for the installation of one (1) camera at the intersection Tuttlehill and Fawn Dr.

THE TOTAL COST PER HOUSEHOLD FOR THIS YEARLY ASSESSMENT WOULD BE \$11.68 PER YEAR.

This will include your property located at: address parcel

The public hearing will be held on Tuesday, April 2, 2019 at approximately 7:15pm in the Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

The layout for the proposed cameras is located on the back of this letter.

Installation charges for the one (1) camera is \$4,908.09 and will be paid for by the Developer. Conti Corporation and Comcast have fixed the annual charges for the first three (3) years, per agreement to \$6,900.72. This cost is divided among the one hundred ninety seven (197) parcels and equals \$11.68 per parcel, per year. After the third year, the costs will reflect the current rates set by Conti Corporation and Comcast.

You are welcome to attend the meeting or you may send written comments of approval or objection in advance of the public hearing to the address listed above or by email to <u>klovejoyroe@ytown.org</u> or <u>lstanfield@ytown.org</u>.

To Legally Protest the Neighborhood Camera Special Assessment:

An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment in person, or may file his or her appearance and protest by letter before the hearing, and in that event, personal appearance shall not be required. The owner or any person having an interest in the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed.

If you have any questions or need additional information, please feel free to contact my office at 734-484-4700.

Sincerely,

Karen Lovejoy Roe, Clerk klovejoyroe@ytown.org

lrs

Lisa Stanfield, Deputy Clerk Istanfield@ytown.org

Charter Township of Ypsilanti

RESOLUTION NO. 2019-16

CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #215 PONDS AT LAKEWOOD AND MAJESTIC PONDS

WHEREAS, the Township Board of Trustees approved the Planned Development Agreement with Diverse Real Estate for Ponds at Lakewood and Majestic Ponds, which requires the installation of a streetlight and camera at the entrance to the development. One streetlight will be constructed at the intersection of Textile Rd. and Huron River Lane. It is being requested of the Board of Trustees for the creation and establishment of special assessment district #215 for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

WHEREAS, the Township Clerk requested of Detroit Edison, proposed plans describing the street lighting improvement and the location of said improvements with an estimate of said costs; and

WHEREAS, on January 11, 2019 Brandon Faron of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install street lighting for the Ponds at Lakewood and Majestic Ponds, Ypsilanti Township, consisting of 53 parcels, which said plans included, *inter alia*, the installation of "one (1) new wood pole and one (1) Code 48 support arm with one (1) 135w Led light" with the cost of said improvements being approximately:

Total Estimate Construction Cost:	\$2,398.23
Total Lamp Charge For Three (3) Years:	\$518.94
Contribution (Cost minus 3 years revenue):	\$1,879.29
Total Annual Lamp Charges:	\$ 172.98

WHEREAS, on February 11, 2019 the Township Clerk received notification from the Township Assessor that the cost of providing a street light for Ponds at Lakewood and Majestic Ponds, Ypsilanti Township, consisting of 53 parcels, which said plans included, *inter alia*, the installation "one (1) new wood pole and one (1) Code 48 support arm with one (1) 135w Led light" (construction costs of \$1,879.29 for the installation will not be included in the special assessment district and has been paid by Diverse Real Estate) will be \$3.26 per parcel for a 3-year period; thereafter, said costs shall be estimated at \$3.26 per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

WHEREAS, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the April 2, 2019 public hearing, setting forth the district affected in said petition, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

WHEREAS, the Township Clerk has also published in a newspaper of general circulation the time, place and purpose of said public hearing and the district affected thereto; and

WHEREAS, on April 2, 2019, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against creating said special assessment district.

NOW THEREFORE, BE IT RESOLVED, that special assessment district #215 be created for the purpose of providing one (1) streetlight for Ponds at Lakewood and Majestic Ponds, consisting of 53 parcels.

BE IT FURTHER RESOLVED, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for Ponds at Lakewood and Majestic Ponds, consisting of 53 parcels, which said plans included, *inter alia,* the installation of *"one (1) new wood pole and one (1) Code 48 support arm with one (1) 135w Led light*" (construction costs of \$1,879.29 for the installation will not be included in the special assessment district and has been paid by Diverse Real Estate) will be \$3.26 per parcel for a 3-year period; thereafter, said costs shall be estimated at \$3.26 per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

BE IT FURTHER RESOLVED, that the Township Supervisor shall make a special assessment upon all the lands and premises contained herein to defray the expenses of lighting said streets.

BE IT FURTHER RESOLVED, that the Township Board shall hereinafter annually determine on or before September 30 of each year, the amount to be assessed in said district for lighting said streets and shall direct the Township Assessor to levy such amounts therein.

BE IT FURTHER RESOLVED, that when the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.

BE IT FURTHER RESOLVED, that the Township Board shall give notice of said hearing and filing of the assessment roll in the manner prescribed by statute.



January 11, 2019

Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe

Re: Charter Township of Ypsilanti-S. Huron River and Textile Rd Street Lighting Installation

Attached is the agreement for the work to be performed in the budget letter was sent on October 8, 2018. A detailed description of the project is outlined in the agreements. Please print TWO copies. Please sign BOTH copies in the designated areas. A check or Purchase Order in the amount of \$1,879.29 is also required at this time. Please return BOTH signed agreements (as well as check or Purchase Order...made payable to DTE Energy) to the following address:

DTE Energy 8001 Haggerty Rd. Belleville, MI 48111 140 WWSC-Brandon Faron

Upon receipt of BOTH signed copies (and payment), we (DTE Energy) will then sign BOTH copies and return ONE original back to you.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron Account Manager Community Lighting

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "<u>Agreement</u>") is dated as of January 11, 2019 between DTE Electric Company ("<u>Company</u>") and Charter Township of Ypsilanti ("<u>Customer</u>").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 7, 2018 (the "<u>Master Agreement</u>") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order	52957490		
Number:	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A		
2. Location where Equipment will be installed:	[S. Huron River and Textile Rd], as more fully described on the map attached hereto as <u>Attachment 1</u> .		
Total number of lights to be installed:	1		
 Description of Equipment to be installed (the "<u>Equipment</u>"): 	Install one (1) new wood, one (1) Code 48 support arm, and one (1) 135w LED with gray housing. Luminaire MUST have photocontrol so that power is at the pole 24/7. Ypsilanti Twp to install camera surveillance equipment at this location (Joint Use to facilitate this work).		
5. Estimated Total Annual Lamp Charges	\$172.98		
6. Computation of Contribution in aid of	Total estimated construction cost, including labor, materials, and overhead:	\$2,398.23	
Construction ("CIAC	Credit for 3 years of lamp charges:	\$518.94	
<u>Amount</u> ")	CIAC Amount (cost minus revenue)	\$1,879.29	
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement		
8. Term of Agreement	5 years. Upon expiration of the initial term, this continue on a month-to-month basis until termin written consent of the parties or by either party days prior written notice to the other party.	nated by mutual	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One)		
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe		

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("<u>SOM</u>") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least <u>0</u> posts and <u>0</u> luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at <u>N/A</u>. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name:	N/A	Title:	N/A	
Phone Number:	N/A	Email:	N/A	

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:	
DTE Electric Company	Charter Township of Ypsilanti	
Ву:	Ву:	SIGNHERE
Name:	Name:	
Title:	Title:	

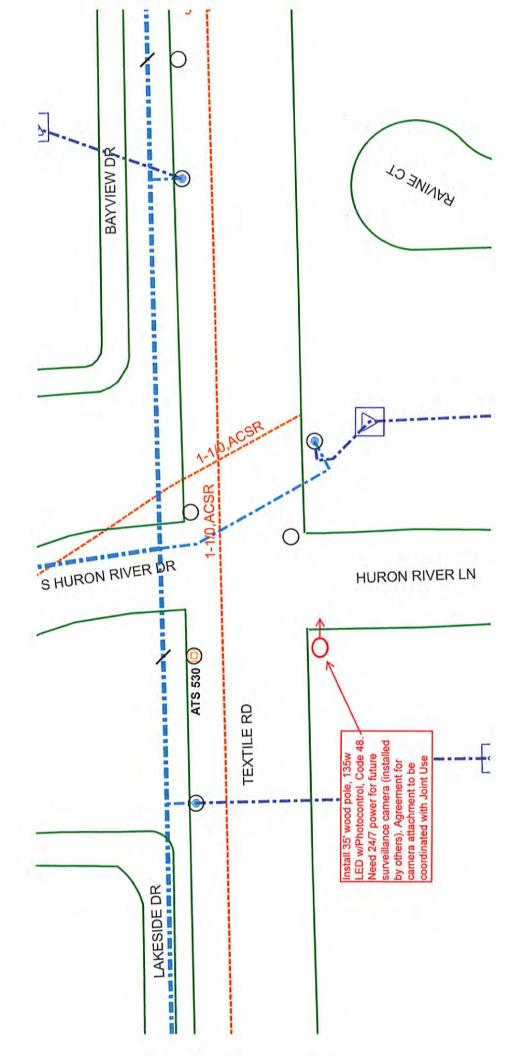
Purchase Agreement – Page 3

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

Purchase Agreement – Page 4



Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER JARRELL ROE MONICA ROSS WILLIAMS JIMMIE WILSON, JR.



Charter Township of Ypsilanti

Clerk's Office

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-4700 Fax: (734) 484-5156

March 11, 2019

Owner Address City, State Zip Code

Re: Public Hearing Scheduled for Tuesday, April 2, 2018 at Approximately 7:30pm for the Creation of Streetlight Special Assessment District #215 Ponds at Lakewood and Majestic Ponds

Dear Property Owners:

The Charter Township of Ypsilanti Board of Trustees set a public hearing to consider the request for the creation of streetlight special assessment district #215 Ponds at Lakewood and Majestic Ponds for the installation of one (1) streetlight to be located at Textile Rd. and Huron River Lane.

This will include your property located at: Property Address Parcel Number

The public hearing will be held on Tuesday, April 2, 2019 at approximately 7:30p.m. in the Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

The Detroit Edison lamp layout for the proposed new streetlight is located on the back of this letter.

Installation charges for the one (1) streetlight is \$1,879.29 and is being paid for by the developer. DTE has fixed the annual lamp charges for the first three (3) years, per agreement to \$172.98. This cost is divided among the fifty three (53) parcels and equals \$3.26 per parcel, per year. After the third year, the costs will reflect the current rates set by DTE, as well as current electrical usage over the year.

Total estimated annual costs for the additional streetlight would be \$3.26 per parcel, per year

You are welcome to attend the meeting or you may send written comments of approval or objection in advance of the public hearing to the address listed above or by email to <u>klovejoyroe@ytown.org</u> or <u>lstanfield@ytown.org</u>.

To Legally Protest the Streetlight Special Assessment:

An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment in person, or may file his or her appearance and protest by letter before the hearing, and in that event, personal appearance shall not be required. The owner or any person having an interest in the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed.

If you have any questions or need additional information, please feel free to contact my office.

Sincerely,

Karen Lovejoy Roe, Clerk

Lisa Stanfield, Deputy Clerk

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CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2019-17

CREATION OF NEIGHBORHOOD CAMERA SPECIAL ASSESSMENT DISTRICT #072 PONDS AT LAKEWOOD AND MAJESTIC PONDS

WHEREAS, as a requirement of the Planned Development Agreement between Ypsilanti Township and Diverse Real Estate, the Township Board of the Charter Township of Ypsilanti proposes to install a security cameras at the intersection of Textile Rd. and Huron River Lane; and

WHEREAS, Diverse Real Estate has paid for the purchase and installation of the security cameras; and

WHEREAS, the Township Board proposes the creation of a special assessment district consisting of 53 parcels known as Ponds at Lakewood and Majestic Ponds, which will be benefited to defray the operation and maintenance cost of the security cameras; and

WHEREAS, the Township Board has solicited *Requests for Proposals* for the proposed project describing the security camera improvements, the proposed location of said improvements and estimated costs; and

WHEREAS, Conti Corporation, a video security company, licensed by the State of Michigan, prepared and submitted proposed plans to install, operate and maintain security cameras in public areas located within the boundaries of Ponds at Lakewood and Majestic Ponds, which consists of 53 parcels with the following estimated costs:

 Costs for purchase and installation of 1 security camera (paid for by Lombardo Homes): 	\$4	,908.09
 Total Annual Residents' Cost for maintenance and operation of security cameras: (First three years) 	\$6	,900.72
 Annual cost per parcel 	\$	43.40

WHEREAS, the plans, estimates of cost and proposed special assessment district were filed with the Township Clerk for public examination and notice of the public hearing upon the same was published and mailed in accordance with the law and statute provided as shown by affidavits pertaining thereto on file with the Township Clerk; and

WHEREAS, in accordance with the aforesaid notices, a hearing was held on the <u>2nd</u> day of <u>April</u>, <u>2019</u> commencing at approximately <u>7:45pm</u> and all persons given the opportunity to be heard in the matter; and

WHEREAS, as a result of the foregoing, the Township Board believes the project to be in the best interests of the Township and of the district proposed to be established therefore;

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

- That this Township Board does hereby approve the plans for public security cameras as prepared and presented by the Township's licensed security system contractor and its annual estimate of costs for the operation and maintenance thereof.
- 2. That this Township Board creates a special assessment district located within the boundaries of Ponds at Lakewood and Majestic Ponds with the district to be known as Ponds at Lakewood and Majestic Ponds Neighborhood Camera Special Assessment District No. 072 within which the costs of the operation and maintenance of the security cameras shall be assessed according to benefits.
- 3. That on the basis of the foregoing, this Township Board does hereby direct the Supervisor and Assessing Officer to make a special assessment roll in which shall be entered and described all the parcels of land to be assessed with the names of the respective owners thereof if known, and a total

amount to be assessed against each parcel of land which amount shall be the relative portion of the whole sum to be levied against the parcels of land in the special assessment district as the benefit to the parcel of land bears to the total benefit to all the parcels of land in the special assessment district. When the same has been completed, the Supervisor or Assessing Officer shall affix thereto her certificate stating that it was made pursuant to this resolution and that in making such assessment roll, she has, according to her best judgment, conformed in all respects to the directions contained in this resolution and the applicable state statutes.

- 4. When the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.
- 5. If the special assessment roll is confirmed, the Township Board intends to hold a public hearing once each year in future years, on or before September 30, to reassess property in the special assessment district for the costs in the next year, and will provide notice of such hearing in such a manner as prescribed by law.
- That all resolutions and parts of resolutions insofar as they conflict with the provisions of the within resolution be and the same are hereby rescinded.

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER JARRELL ROE MONICA ROSS WILLIAMS JIMMIE WILSON, JR.



Clerk's Office

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-4700 Fax: (734) 484-5156

Charter Township of Ypsilanti

March 11, 2019

Name Address City, State Zip

Re: Public Hearing Scheduled for Tuesday, April 2, 2019 at Approximately 7:45pm for the Creation of Neighborhood Camera Special Assessment District #072 Ponds at Lakewood and Majestic Ponds

Dear Property Owners:

The Charter Township of Ypsilanti Board of Trustees set a public hearing to consider the request for the creation of Neighborhood Camera Special Assessment District #071 Ponds at Lakewood and Majestic Ponds for the installation of one (1) camera at the intersection Textile Rd. and Huron River Lane.

THE TOTAL COST PER HOUSEHOLD FOR THIS YEARLY ASSESSMENT WOULD BE \$43.40 PER YEAR.

This will include your property located at: address parcel

The public hearing will be held on Tuesday, April 2, 2019 at approximately 7:45pm in the Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

The layout for the proposed cameras is located on the back of this letter.

Installation charges for the one (1) camera is \$4,908.09 and will be paid for by the Developer. Conti Corporation and Comcast have fixed the annual charges for the first three (3) years, per agreement to \$6,900.72. This cost is divided among the fifty three (53) parcels and equals \$43.40 per parcel, per year. After the third year, the costs will reflect the current rates set by Conti Corporation and Comcast.

You are welcome to attend the meeting or you may send written comments of approval or objection in advance of the public hearing to the address listed above or by email to <u>klovejoyroe@ytown.org</u> or <u>lstanfield@ytown.org</u>.

To Legally Protest the Neighborhood Camera Special Assessment:

An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment in person, or may file his or her appearance and protest by letter before the hearing, and in that event, personal appearance shall not be required. The owner or any person having an interest in the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed.

If you have any questions or need additional information, please feel free to contact my office at 734-484-4700.

Sincerely,

Karen Lovejoy Roe, Clerk klovejoyroe@ytown.org

lrs

Lisa Stanfield, Deputy Clerk Istanfield@ytown.org

Charter Township of Ypsilanti

RESOLUTION NO. 2019-18

CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #216 REDWOOD/NAUTICA POINT APARTMENTS

WHEREAS, the Township Board of Trustees approved the Planned Development Agreement with Nautica Point One LLC for Redwood/Nautica Point Apartments, which requires the installation of a streetlight and camera at the entrance to the development. One streetlight will be constructed at the intersection of Tuttlehill Rd. and White Wing Dr. It is being requested of the Board of Trustees for the creation and establishment of special assessment district #216 for the purpose of defraying said cost of street lighting by special assessments against the property especially benefited; and

WHEREAS, the Township Clerk requested of Detroit Edison, proposed plans describing the street lighting improvement and the location of said improvements with an estimate of said costs; and

WHEREAS, on January 11, 2019 Brandon Faron of Detroit Edison Community Lighting Group prepared and submitted proposed plans to install street lighting for Redwood/Nautica Point Apartments, Ypsilanti Township, consisting of 1 parcel, which said plans included, *inter alia*, the installation of "two (2) new wood poles with one (1) Code 48 support arm with one (1) 135w Led light" with the cost of said improvements being approximately:

Total Estimate Construction Cost:	\$3,493.84
Total Lamp Charge For Three (3) Years:	\$518.94
Contribution (Cost minus 3 years revenue):	
Total Annual Lamp Charges:	\$ 172.98

WHEREAS, on February 11, 2019 the Township Clerk received notification from the Township Assessor that the cost of providing a streetlight for Redwood/Nautica Point Apartments, Ypsilanti Township, consisting of 1 parcel, which said plans included, *inter alia,* the installation *"two (2) new wood poles with one (1) Code 48 support arm with one (1) 135w Led light*" (construction costs of \$2,974.90 for the installation will not be included in the special assessment district and has been paid by Nautica Point One LLC Homes) will be \$172.98 per parcel for a 3-year period; thereafter, said costs shall be estimated at \$172.98 per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

WHEREAS, the Township Clerk has given notice to each record owner of or party in interest in property to be assessed, by first class mail, addressed to the record owner or party in interest at the address shown on the tax records, at least 10 (ten) days before the April 2, 2019 public hearing, setting forth the district affected in said petition, place and purpose of said public hearing to allow any interested person an opportunity to voice any objection which may be offered against creating said district; and

WHEREAS, the Township Clerk has also published in a newspaper of general circulation the time, place and purpose of said public hearing and the district affected thereto; and

WHEREAS, on April 2, 2019, the Charter Township of Ypsilanti held a public hearing to hear any objections which may be offered against creating said special assessment district.

NOW THEREFORE, BE IT RESOLVED, that special assessment district #216 be created for the purpose of providing one (1) streetlight for Redwood/Nautica Point Apartments, consisting of 1 parcels.

BE IT FURTHER RESOLVED, that the Township Board accepts the plans and estimate of costs as presented by Detroit Edison for Redwood/Nautica Point Apartments, consisting of 1 parcel, which said plans included, *inter alia,* the installation of *"two (2) new wood poles and one (1) Code 48 support arm with one (1) 135w Led light*" (construction costs of \$2,974.90 for the installation will not be included in the special assessment district and has been paid by Nautica Point One LLC) will be \$172.98 per parcel for a 3-year period; thereafter, said costs shall be estimated at \$172.98 per parcel for street lighting, reflective of the current rates set by DTE as well as current electrical usage for the year,

BE IT FURTHER RESOLVED, that the Township Supervisor shall make a special assessment upon all the lands and premises contained herein to defray the expenses of lighting said streets.

BE IT FURTHER RESOLVED, that the Township Board shall hereinafter annually determine on or before September 30 of each year, the amount to be assessed in said district for lighting said streets and shall direct the Township Assessor to levy such amounts therein.

BE IT FURTHER RESOLVED, that when the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.

BE IT FURTHER RESOLVED, that the Township Board shall give notice of said hearing and filing of the assessment roll in the manner prescribed by statute.



January 11, 2019

Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe

Re: Charter Township of Ypsilanti-Tuttlehill and White Wing Dr Street Lighting Installation

Attached is the agreement for the work to be performed in the budget letter was sent on October 8, 2018. A detailed description of the project is outlined in the agreements. Please print TWO copies. Please sign BOTH copies in the designated areas. A check or Purchase Order in the amount of \$2,974.90 is also required at this time. Please return BOTH signed agreements (as well as check or Purchase Order...made payable to DTE Energy) to the following address:

DTE Energy 8001 Haggerty Rd. Belleville, MI 48111 140 WWSC-Brandon Faron

Upon receipt of BOTH signed copies (and payment), we (DTE Energy) will then sign BOTH copies and return ONE original back to you.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron Account Manager Community Lighting

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "<u>Agreement</u>") is dated as of January 11, 2019 between DTE Electric Company ("<u>Company</u>") and Charter Township of Ypsilanti ("<u>Customer</u>").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated May 7, 2018 (the "<u>Master Agreement</u>") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order	52958118			
Number:	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A			
2. Location where Equipment will be installed:	[Tuttlehill and White Wing Dr], as more fully described on the map attached hereto as <u>Attachment 1</u> .			
Total number of lights to be installed:	1			
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install two (2) new wood poles, one (1) Code 48 support arm, and one (1) 135w LED with gray housing. Luminaire MUST have photocontrol so that power is at the pole 24/7. Ypsilanti Twp to install camera surveillance equipment at this location (Joint Use to facilitate this work).			
5. Estimated Total Annual Lamp Charges	\$172.98			
6. Computation of Contribution in aid of	Total estimated construction cost, including labor, materials, and overhead:	\$3,493.84		
Construction ("CIAC	Credit for 3 years of lamp charges:	\$518.94		
Amount")	CIAC Amount (cost minus revenue)	\$2,974.90		
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement			
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.			
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) YES NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices			
10. Customer Address for Notices:	Charter Township of Ypsilanti 7200 S. Huron River Dr. Ypsilanti, MI 48197 Attn: Karen Lovejoy Roe			

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES INO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("<u>SOM</u>") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least <u>0</u> posts and <u>0</u> luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at <u>N/A</u>. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name:	N/A	Title:	N/A	
Phone Number:	N/A	Email:	N/A	

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:	
DTE Electric Company	Charter Township of Ypsilanti	
Ву:	Ву:	SIGN HERE
Name:	Name:	
Title:	Title:	
Title:	Title:	

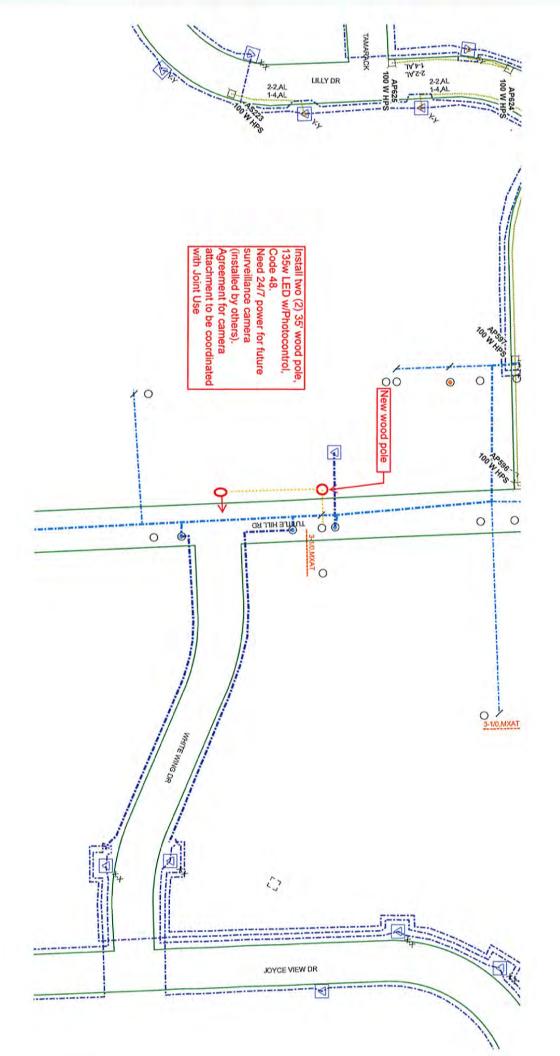
Purchase Agreement – Page 3

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

Purchase Agreement – Page 4



Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER JARRELL ROE MONICA ROSS WILLIAMS JIMMIE WILSON, JR.



Clerk's Office

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-4700 Fax: (734) 484-5156

Charter Township of Ypsilanti

March 11, 2019

Name Address City, State Zip

Re: Public Hearing Scheduled for Tuesday, April 2, 2019 at Approximately 8:00pm for the Creation of Streetlight Special Assessment District #216 Redwood/Nautica Pointe Apartments

Dear Property Owners:

The Charter Township of Ypsilanti Board of Trustees set a public hearing to consider the request for the creation of streetlight special assessment district #216 Redwood/Nautica Pointe Apartments for the installation of one (1) streetlight to be located at Tuttlehill Rd. and White Wing Dr.

This will include your property located at: property address

parcel

The public hearing will be held on Tuesday, April 2, 2019 at approximately 8:00pm in the Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

The Detroit Edison lamp layout for the proposed new streetlight is located on the back of this letter.

Installation charges for the one (1) streetlight is \$2,974.90 and is being paid for by the developer. DTE has fixed the annual lamp charges for the first three (3) years, per agreement to \$172.98. This cost will be paid for by the one (1) parcel and equals \$172.98 per parcel. After the third year, the costs will reflect the current rates set by DTE, as well as current electrical usage over the year.

Total estimated annual costs for the additional streetlight would be \$172.98 per parcel, per year

You are welcome to attend the meeting or you may send written comments of approval or objection in advance of the public hearing to the address listed above or by email to klovejoyroe@ytown.org or stanfield@ytown.org.

To Legally Protest the Streetlight Special Assessment:

An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment in person, or may file his or her appearance and protest by letter before the hearing, and in that event, personal appearance shall not be required. The owner or any person having an interest in the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed.

If you have any questions or need additional information, please feel free to contact my office.

Sincerely,

Karen Lovejoy Roe, Clerk

Lisa Stanfield, Deputy Clerk

lrs

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2019-19

CREATION OF NEIGHBORHOOD CAMERA SPECIAL ASSESSMENT DISTRICT #073 REDWOOD/NAUTICA POINT APARTMENTS

WHEREAS, as a requirement of the Planned Development Agreement between Ypsilanti Township and Nautica Point One LLC, the Township Board of the Charter Township of Ypsilanti proposes to install a security camera at the intersection of Tuttlehill Dr. and White Wing Dr; and

WHEREAS, Nautica Point One LLC has paid for the purchase and installation of the security camera; and

WHEREAS, the Township Board proposes the creation of a special assessment district consisting of 1 parcel known as Redwood/Nautica Point Apartments, which will be benefited to defray the operation and maintenance cost of the security cameras; and

WHEREAS, the Township Board has solicited *Requests for Proposals* for the proposed project describing the security camera improvements, the proposed location of said improvements and estimated costs; and

WHEREAS, Conti Corporation, a video security company, licensed by the State of Michigan, prepared and submitted proposed plans to install, operate and maintain security cameras in public areas located within the boundaries of Redwood/Nautica Point Apartments, which consists of 1 parcel with the following estimated costs:

 Costs for purchase and installation of 1 security camera (paid for by Lombardo Homes): 	\$4,908.09
 Total Annual Residents' Cost for maintenance and operation of security cameras: (First three years) 	\$6,900.72
Annual cost per parcel	\$2,300.24
 Monthly cost per parcel 	\$ 191.69

WHEREAS, the plans, estimates of cost and proposed special assessment district were filed with the Township Clerk for public examination and notice of the public hearing upon the same was published and mailed in accordance with the law and statute provided as shown by affidavits pertaining thereto on file with the Township Clerk; and

WHEREAS, in accordance with the aforesaid notices, a hearing was held on the <u>2nd</u> day of <u>April</u>, <u>2019</u> commencing at approximately <u>8:15pm</u> and all persons given the opportunity to be heard in the matter; and

WHEREAS, as a result of the foregoing, the Township Board believes the project to be in the best interests of the Township and of the district proposed to be established therefore;

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

- That this Township Board does hereby approve the plans for public security cameras as prepared and presented by the Township's licensed security system contractor and its annual estimate of costs for the operation and maintenance thereof.
- 2. That this Township Board creates a special assessment district located within the boundaries of Redwood/Nautica Point Apartments with the district to be known as Redwood/Nautica Point Apartments Neighborhood Camera Special Assessment District No. 073 within which the costs of the operation and maintenance of the security cameras shall be assessed according to benefits.
- 3. That on the basis of the foregoing, this Township Board does hereby direct the Supervisor and Assessing Officer to make a special assessment roll in which shall be entered and described all the parcels of land to be assessed with the names of the respective owners thereof if known, and a total amount to be assessed against each parcel of land which

amount shall be the relative portion of the whole sum to be levied against the parcels of land in the special assessment district as the benefit to the parcel of land bears to the total benefit to all the parcels of land in the special assessment district. When the same has been completed, the Supervisor or Assessing Officer shall affix thereto her certificate stating that it was made pursuant to this resolution and that in making such assessment roll, she has, according to her best judgment, conformed in all respects to the directions contained in this resolution and the applicable state statutes.

- 4. When the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.
- 5. If the special assessment roll is confirmed, the Township Board intends to hold a public hearing once each year in future years, on or before September 30, to reassess property in the special assessment district for the costs in the next year, and will provide notice of such hearing in such a manner as prescribed by law.
- That all resolutions and parts of resolutions insofar as they conflict with the provisions of the within resolution be and the same are hereby rescinded.

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER JARRELL ROE MONICA ROSS WILLIAMS JIMMIE WILSON, JR.



Clerk's Office

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-4700 Fax: (734) 484-5156

Charter Township of Ypsilanti

March 11, 2019

Name Address City, State Zip

Re: Public Hearing Scheduled for Tuesday, April 2, 2019 at Approximately 8:15pm for the Creation of Neighborhood Camera Special Assessment District #073 Redwood/Nautica Pointe Apartments

Dear Property Owners:

The Charter Township of Ypsilanti Board of Trustees set a public hearing to consider the request for the creation of Neighborhood Camera Special Assessment District #073 Redwood/Nautica Pointe Apartments for the installation of one (1) camera at the intersection Tuttlehill Dr. and White Wing Dr.

THE TOTAL COST PER HOUSEHOLD FOR THIS YEARLY ASSESSMENT WOULD BE \$2,300.24 PER YEAR.

This will include your property located at: address parcel

The public hearing will be held on Tuesday, April 2, 2019 at approximately 8:15pm in the Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

The layout for the proposed cameras is located on the back of this letter.

Installation charges for the one (1) camera is \$4,908.09 and will be paid for by the Developer. Conti Corporation and Comcast have fixed the annual charges for the first three (3) years, per agreement to \$6,900.72. This cost is divided among the one (1) parcel and equals \$2,300.24 per year. After the third year, the costs will reflect the current rates set by Conti Corporation and Comcast.

You are welcome to attend the meeting or you may send written comments of approval or objection in advance of the public hearing to the address listed above or by email to <u>klovejoyroe@ytown.org</u> or <u>lstanfield@ytown.org</u>.

To Legally Protest the Neighborhood Camera Special Assessment:

An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment in person, or may file his or her appearance and protest by letter before the hearing, and in that event, personal appearance shall not be required. The owner or any person having an interest in the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed.

If you have any questions or need additional information, please feel free to contact my office at 734-484-4700.

Sincerely,

Karen Lovejoy Roe, Clerk klovejoyroe@ytown.org

lrs

Lisa Stanfield, Deputy Clerk Istanfield@ytown.org

PUBLIC COMMENTS

CONSENT AGENDA

gSupervisor Stumbo called the meeting to order at approximately 5:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Stumbo and Clerk Lovejoy-Roe, Trustees: Stan Eldridge, Heather Jarrell Roe, Monica Ross-Williams, and Jimmie Wilson, Jr.

Members Absent: Treasurer Doe

Legal Counsel: Wm. Douglas Winters

1. DISCUSSION ON RUTHERFORD POOL BATHHOUSE DONATIONSUPERVISOR STUMBO

Attorney Winters stated that the law states the Township cannot donate public funds without a contract that would give the Township control over how the funds are spent and to make sure the funds were being used for a public purpose. He said back in 2004 the Township donated \$6,000.00 to Rutherford Pool for Operations and in return, the township would have a certain number of passes, there would be certain programming events at the pool and the Township would be able to utilize the city parks at no charge. He said if the Township decided tonight to help with the Rutherford Pool they have a guideline for what was done in 2004. Attorney Winters stated that it was important for children to learn how to swim since there was still a high number of child drownings. He said at this time he did not believe there was enough information to craft a contract but would encourage the board to discuss what was be needed to be in the contract that would benefit township residents.

Trustee Wilson stated that he would like the Attorney to look into it further because he believed it would be a good partnership and he believed many township residents frequent the Rutherford Pool. He said it would also be good to show the township desires to work with other entities for good causes.

Trustee Jarrell Roe stated it would be more convenient for our residents to use the Rutherford pool instead of traveling to Canton or Ann Arbor. She said she

agrees with Trustee Wilson about collaborating with other municipalities for good causes.

Clerk Lovejoy Roe stated she supports Rutherford Pool and she would suggest that included in the contract Township residents would have the same rates as City residents for swim lessons and entrance fees. She stated that she knows the pool does special events and maybe one night could be a special Ypsilanti Township night to promote the pool for our residents. Clerk Lovejoy Roe stated that in areas that are rural or have lower income residents, the children do not have the opportunity to learn to swim and she said as Attorney Winters has said there was a high rate of drownings among children. Clerk Lovejoy Roe stated that if Rutherford Pool would receive contributions of \$50,000 by March 7, 2019 that would entitle them to a \$50,000 match from MEDC. She asked Attorney Winters if the Board could approve to give them the funds now and make it subject to the approval of a contract. She said she would like the board to notify Rutherford Pool what our contribution would be so they could meet the deadline made by MEDC.

Attorney Winters stated the contract development should involve Angela Verges, Recreation Director. He said she could help with identifying what programs would be beneficial for our youth and seniors in Ypsilanti Township.

Supervisor Stumbo stated the YMCA is doing programming in apartment complexes. She said they were also teaching swimming to residents in the apartment complexes. She said she would like to know how to get scholarships for our residents at Rutherford pool. She said there was also transportation concerns to get our residents out so they could participate in these programs.

Trustee Jarrell Roe stated that AAATA buses go to near the pool and to our Recreation Center on Clark Road. She said residents from Precinct 3 could walk to Rutherford Pool because it was very close. She stated that on their website for Rutherford Pool it does not appear to have different fees for non-city residents.

Trustee Ross-Williams stated that if we are going to offer these services to our residents it should be in our ytown recreation book.

Supervisor Stumbo stated that we would donate \$5,000.00 contingent upon finalizing a contract. She said that should be enough for them to get the \$5,000.00 match from MEDC.

Attorney Winters stated they would craft a contract after meeting with Attorney Angela King and Angela Verges.

Supervisor Stumbo stated she would send a letter that it was the intent of the Board to donate \$5,000.00 contingent upon finalizing a contract with them.

Michigan Department of Natural Resources Trust Fund Grant

Clerk Lovejoy Roe said the Township Elected Officials along with Chris Nordstrom, Carlisle, Wortman & Associates met with Kirk Profit and he encouraged us to try for a MDNRTR Grant this year. She said the deadline for filing for a Grant this year is April 1st, 2019. Clerk Lovejoy Roe stated the group decided to write a Grant for Loonfeather Point Park. Clerk Lovejoy Roe said the Park Commission approved the grant at the Park Commission Meeting last night. She said the Board is required to hold a Public Meeting for the grant and she said she was requesting that the Public Meeting be set for the March 19, 2019 Board Meeting if the Board agreed.

Supervisor Stumbo stated that if we did not get the Grant this year it would be submitted next year.

Other Business

Clerk Lovejoy Roe asked Trustee Eldridge if he wanted to add to the agenda and discuss his issue that he had wanted to discuss tonight that was not on the work session agenda because his information was not ready for the board packet. She asked since there was time did Trustee Eldridge wanted to discuss it, if the board agreed.

Trustee Eldridge stated he would discuss it at the next board meeting. He said he had wanted to discuss something with seven board members but was not aware that the deadlines had changed regarding items for the agenda. He said he asked

the Deputy Clerk before tonight's meeting if the notices had gone out to the Trustees and he was told they had not regarding changes to the board deadlines. He said now there was a second item to discuss, which rules does the Board govern from because he said the only ones he found were rules adopted by the board that were 40 years old. He said our deadlines for submitting material for board meetings, in the current rules, are different from the ones that were changed in an email. He asked which ones should take precedent, the one that was voted on 40 years ago, or the one that was changed by a unilateral decision. He said he did not care which one the board decided to use but he said all board members needed to know so everyone would be on the same page. He said he would wait for the next board meeting for his issue.

Trustee Ross-Williams said she would like the residents to have time before the meeting to review the packet and if having the deadline for the packet would give the board and residents time by Wednesday before the Tuesday board meeting that would be a good period.

2. AGENDA REVIEW......SUPERVISOR STUMBO

PUBLIC COMMENTS

JoAnn McCollum, Township Resident stated she had researched on the web the communities that have recreational marijuana dispensaries. She said some have managed them very well and some have not. She feels that marijuana dispensaries would not be beneficial to Ypsilanti Township.

Attorney Winters stated he was going to an MTA conference regarding rules and regulations on marijuana. He said he would attend the conference on April 1, 2019 and get as much information as he can before presenting the resolution to the board at the April 16th board meeting.

Trustee Jarrell Roe stated she appreciated all the hard work that has went into researching the legalization of marijuana in Ypsilanti Township. She said she believes all the issues that come before the board whether you are in favor of it

or not should be given the value they deserve. Trustee Jarrell Roe stated she appreciated all that Attorney Winters had said but she suggested, if it was the will of the board, to go ahead tonight with our prior motion of opting out but still have a resolution presented at the April 16th board meeting.

Supervisor Stumbo said she wanted to wait.

Attorney Winters stated that if the board went through with the prior motion tonight there would be no need for the resolution. He said the resolution was just to put the ordinance in the proper framework.

Trustee Jarrell Roe stated she felt that the resolution would let our community members know that we are still learning about this issue and waiting for the State to give us direction on how this will look and we are not just throwing it away. She said its' a hot topic in our community and she wanted the residents to know we are not ignoring it.

Supervisor Stumbo stated it was tabled for us to get together as a board.

Clerk Lovejoy Roe stated it was tabled until the board wanted to bring it back.

Supervisor Stumbo stated it was tabled until the board had time to discuss it.

Trustee Jarrell Roe said yes it was tabled until we had time to learn more about it. She stated that Supervisor Stumbo said she was worried that LARA would act quickly and removing from table would resolve that concern.

Supervisor Stumbo said the motion to table was to learn more.

Trustee Jarrell Roe said we had more information and said she thought we could do a resolution later explaining purpose of opting out and plans for future.

Supervisor Stumbo said that it would not be good to remove from table and vote without notifying the public.

Trustee Jarrell Roe asked if there would be a public announcement regarding the resolution and ordinance on opting out of the marijuana businesses for the meeting in April.

Attorney Winters clarified that he would be attending the conference on the new marijuana law on April 1st and the Resolution would be ready for the April 16th board meeting.

Trustee Jarrell Roe said she would remove her request to act on the tabled motion and the opting out motion at the regular meeting tonight and wait until April.

Trustee Ross-Williams said that she went to a conference at the Capital on this subject and she learned a lot.

CONSENT AGENDA

A. MINUTES OF THE FEBRUARY 5, 2019 WORK SESSION, FEBRUARY 5, 2019 WORK SESSION, FEBRUARY 19, 2019 WORK SESSION, CLOSED SESSION AND REGULAR MEETING

Supervisor Stumbo stated she had shared some changes with Clerk Lovejoy Roe for the minutes.

Clerk Lovejoy Roe stated she had made changes.

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR MARCH 5, 2019 IN THE AMOUNT OF \$664,789.07

ATTORNEY REPORT

1. GENERAL LEGAL UPDATE

Attorney Winters stated they are having their first negotiation meeting with the Firefighters tomorrow. He said all the contracts seem to expire on the same year and we would like to change that so we are not going through different contracts at the same time.

Attorney Winters stated they would have the final review of the regional recycling authority agreement that would come back to the board at a board meeting. He said this newly developed authority would be more appreciated in the future.

Attorney Winters stated they are dealing with some ongoing issues at the ACM site. He said there might be changes made regarding the transfer of authority between WRAD and ACM. He said if there were changes between WRAD and ACM the Township would be involved. Attorney Winters stated the Township has a development agreement with both WRAD and ACM and if there were a change in authority, the new agreement would have to be brought to the Township Board for their approval. He said the Township Board is a partner with this project.

Attorney Winters stated the ACM Pilot payment for 2018 would be about \$223,000.00.

Attorney Winters stated we still have ongoing issues regarding neighborhood stabilization. He said Mike Radzik and his staff work very hard on issues of blight, drugs, and crime.

Attorney Winters stated he has a meeting tomorrow with Pastor Ford of Greater Faith Transitional Church who had acquired Kaiser School. He said he received an email today from their attorney who said they were no longer representing Greater Faith Transitional Church. Attorney Winters said he still plans on attending the meeting with Pastor Ford. He said one critical issue that must be dealt with is the fire suppression system in the sanctuary. He said that when the meeting was set up the general contractor, fire suppression contractor and others who would address the other violations would all attend. He said he does not know if those contractors will attend the meeting. Attorney Winters stated if Pastor Ford and the Greater Faith Transitional Church are not proceeding in a

good faith timeline, we may request the board to address this at the April 2, 2019 board meeting.

OLD BUSINESS

1. REQUEST OF FIRE DEPARTMENT CAPTAIN FRED ANSTEAD FOR YPSILANTI TOWNSHIP TO BECOME A MEMBER OF THE HOUSTON-GALVESTON AREA COUNCIL'S (H-GAC) COOPERATIVE PURCHASING PROGRAM KNOWN AS HGACBUY (TABLED AT THE FEBRUARY 19, 2019 REGULAR MEETING)

Supervisor Stumbo stated this was tabled at the February 19th meeting because the board needed clarification of this program.

Chief Copeland stated they are asking to join HGACBUY, which would allow the township to have pre-bid pricing. He said they could check different vendors for pricing and choose the best vendor. Chief Copeland stated they are asking the Board to consider joining this group.

Trustee Jarrell Roe asked if all the vendors were from Texas. Chief Copeland stated it was a nationwide company and they have vendors all over the country.

Supervisor Stumbo stated that there would be a fee when you purchase something through this group.

Chief Copeland agreed that when you purchase through this group there would be a fee.

Supervisor Stumbo questioned the fee being 1.5% of the total of every purchase order.

Chief Copeland stated that if you purchased one fire truck the fee would be \$2,000.00 but if you bought two fire trucks at one time the fee would still be \$2,000.00. Chief Copeland said there is a fee when purchasing but there was no fee to join. He said you could still use other vendors and not purchase only through HGACBUY.

Trustee Ross-Williams stated she would need clarification on HGACBUY purchasing program administrative fee schedule.

Trustee Wilson stated the actual item on the agenda was whether to join HGACBUY purchasing program but it was not to purchase anything. He said the details for purchasing were not what we were addressing. Trustee Wilson said that before the Chief would purchase anything through this procedure it would have to be approved by the board.

Supervisor Stumbo stated we would have to sign a contract and she asked Attorney Winters if he had reviewed the contract.

Chief Copeland stated, again, that there was no cost to join or even to look for pricing through HGACBUY. He said this item on the agenda was only a request to join so they would have other avenues for pricing for purchases they may make in the future.

Attorney Winters stated the Township has had for many years a financial policy as a guideline for handling purchases. He said it might be that we need to make revisions to our financial policy to include these new entities if they were in line with our policies.

Chief Copeland stated that with this system, the pricing is already laid out and we would look at the items we want and see if the cost was a good price. He said this was a tool to use to get a price but the board would decide if they would purchase the item.

Trustee Eldridge asked Chief Copeland for verification that if we purchase from this group we pay a fee up to 1 ½% which was still lower than purchasing from somewhere else.

Chief Copeland said yes.

Trustee Eldridge asked that if we can see the pricing on line without joining why we would have to sign a contract. Trustee Eldridge said the way he understands the contract was that if we buy a fire truck from this group and it was approved, article 6 "Payments" in the contract states that we would have to pay the balance in full within 30 days of the invoice. He said he did not think we had ever done that. Trustee Eldridge stated since we know their price why couldn't we buy it locally for the same price.

Chief Copeland stated that he did not believe we would get a better price than with this group. Chief Copeland stated this group also gives a prepaid discount.

Trustee Ross-Williams stated she has more questions than answers at this time.

Supervisor Stumbo stated that we usually do not finance our purchases.

Trustee Eldridge said he would not want to move forward tonight with the questions that he feels need to be answered.

Chief Copeland stated he guessed this would be tabled again. He said if it pleases the board he could back off from this entirely.

Clerk Lovejoy Roe stated she understands the Chief discovered this tool from the City of Ann Arbor and maybe others in his area of expertise, which can be used to save money on purchases such as fire trucks. She said what you are asking for tonight was only approval to use the tool, you would come back to the board for approval to purchase from this group.

Chief Copeland explained that he has a truck committee that has gone to various sites to put together packages on how to purchase the next two engines. He said because we have the new high-rise buildings coming into the township that it may be time to purchase ladder trucks. He said that when you look at pricing on the trucks, even with the millage, there would not be enough funds to do that. He said last year was the first year we had a balanced budget since he came to Ypsilanti. He said if you change brands of trucks, you change mechanics and he felt he would like to stay with the same brand to keep the same mechanics. Chief

stated when he went out to the dealer, he suggested this group so we could save some money and he said if we only purchase one truck we may not save as much money but if we are purchasing multiple trucks we would save more. Chief Copeland said this is a good tool to use that but we do not have to use it.

Supervisor Stumbo asked the board if their questions had been answered and they responded they had.

NEW BUSINESS

1. REQUEST TO APPOINT BRAD CANNON TO THE YPSILANTI TOWNSHIP PARKS COMMISSION FOR THE TERM ENDING NOVEMBER 20, 2020

Supervisor Stumbo introduced Brad Cannon to the board.

2. 1ST READING OF RESOLUTION 2019-07, PROPOSED ORDINANCE 2019-485, AN ORDINANCE TO AMEND THE CHARTER TOWNSHIP OF YPSILANTI CODE OF ORDINANCES, CHAPTER 42-210 ENTITLED FIREWORKS

Supervisor Stumbo stated this Ordinance would reduce the number of holidays for setting off legal fireworks and the State had gotten more restrictive.

3. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1114 HUNTER AVE. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

Supervisor Stumbo stated they did not comply so possible court action will make them comply.

4. REQUEST FOR AUTHORIZATION OF PURCHASE AGREEMENT WITH DTE FOR THE INSTALLATION OF TWO (2) NEW WOOD POLES, TWO (2) 58w LED LEOTEK FIXTURES, ONE WITH A 6' ARM AND ONE WITH 17'6" ARM TO BE LOCATED IN SUGARBROOK PARK IN THE AMOUNT OF \$2,779.94

TO BE BUDGETED IN LINE ITEM #101-956-000-926-050 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

Supervisor Stumbo stated this request came from a meeting Habitat for Humanity had with Sugarbrook residents and the two lights would help in the park.

Supervisor Stumbo said the following items were to set Public Hearings.

- 5. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2, 2019 AT APPROXIMATELY 7:00PM – CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #214 LAKEWOOD/MAJESTIC LAKES
- 6. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2, 2019 AT APPROXIMATELY 7:15 PM – CREATION OF SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT #071 LAKEWOOD/MAJESTIC LAKES
- 7. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2, 2019 AT APPROXIMATELY 7:30PM – CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #215 PONDS AT LAKEWOOD AND MAJESTIC PONDS
- 8. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2, 2019 AT APPROXIMATELY 7:45PM – CREATION OF SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT #072 PONDS AT LAKEWOOD AND MAJESTIC PONDS
- 9. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2, 2019 AT APPROXIMATELY 8:00PM – CREATION OF STREETLIGHT SPECIAL ASSESSMENT DISTRICT #216 REDWOOD/NAUTICA POINTS APARTMENTS
- 10. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, APRIL 2, 2019 AT APPROXIMATELY 8:15PM – CREATION OF SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT #073 REDWOOD/NAUTICA POINTS APARTMENTS

11. BUDGET AMENDMENT #4

Supervisor Stumbo stated the Budget Amendment was for the park lights and a PTO payout.

AUTHORIZATION AND BIDS

- 1. REQUEST OF SUPERVISOR BRENDA STUMBO TO SEEK QUOTES FOR THE FOLLOWING EQUIPMENT
 - TORO 5910 MOWER WITH 16' CUT WITH ENCLOSED CAB
 - FORD F-550 XL C/C REG CAB, 4X2, 2 DOOR, DRW
 - PULL BEHIND GASOLINE POWERED 12" CAPACITY WOOD CHIPPER
 - BOBCAT 36" TREE SPADE

Supervisor Stumbo said this was a recommendation from the men who run the Parks and the Mowing here at the Civic Center. She said she had distributed pictures of each piece of equipment. She said this request was only for seeking quotes and then it would come back to the board.

OTHER DISCUSSION......BOARD MEMBERS

Clerk Lovejoy Roe said we would add the Public Hearing on March 19, 2019 for the Grant application under Other Business, all agreed.

Clerk Lovejoy Roe stated she had an announcement that the Census was hiring and it was on the Web. She said the rate of pay starts at \$15.00.

Work Session ended at approximately 6:55 p.m.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

Supervisor Stumbo called the meeting to order at approximately 5:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Stumbo and Clerk Lovejoy-Roe, Treasurer Doe Trustees: Stan Eldridge, Monica Ross-Williams, Heather Jarrell Roe and Jimmie Wilson were late

Members Absent: none

Legal Counsel: Wm. Douglas Winters

1. DISCUSSION OF ATTENDANCE POLICY.....TRUSTEE ELDRIDGE

Trustee Eldridge stated that a couple years ago they had changed the attendance policy for the Trustees. He said he initiated this again to see if there was a need to draft an Attendance Policy for the elected officials regarding attending meetings or their required work schedule. He said he was bringing this up again because residents and township employees had requested him to do so. He said if there was a will to move forward we would discuss it. Trustee Eldridge said that even if the township came up with a policy for the elected officials he said there would be no penalty if an elected official did follow it. He said his suggestion would be if the board agreed there should be a policy and if an elected official violated it although their benefits could not be diminished the board could restrict them from receiving any pay raises that other board members earned. He said that the state law might be in contrast to MERS which states you need to work a number of days per month for so long before you are eligible for retirement. Trustee Eldridge stated he felt the board should discuss adopting a formal attendance requirement for elected officials.

Treasurer Doe questioned the MERS requirement because in the auto industry an employee could be off at least 90 days and still be eligible for retirement.

Trustee Eldridge stated they had to work ten days per month for retirement. He said the residents' expectations are the official would work 5 days a week, 8 hours a day just like the employees they supervise.

Trustee Ross-Williams stated she would like to discuss it.

Supervisor Stumbo stated she wasn't opposed to having standards for everyone.

Trustee Eldridge stated if we mandate our employees should be here 8:30 a.m. to 4:30 p.m. and we are supervising them, that's when our elected officials should be at work. He said he understands that they are going to have time off but he said we need to get back to a standard work day and week.

Treasurer Doe said he wondered if there was something they could put in that would have meat to it.

Trustee Eldridge stated that he guessed it depended on how much you want a pay raise at the end of the year. He said if one of the three decided to come to work they would get a raise that the other two wouldn't receive. He said that was the only thing he could think of since there was not a state law that mandates it.

Supervisor Stumbo stated it would be like a performance review.

Denise Kirchoff, Township Resident, stated that she believes that if you are being paid you need to work 40 hours a week.

JoAnn McCollum, Township Resident stated she agreed there should be a policy for elected officials.

Arloa Kaiser, Township Resident believes that the whole board should be accountable not just the Trustees.

Paul Noble, Township Resident was in agreement with a policy but suggested more flexibility since the officials have commitments such as board meetings that

they were required to attend. He suggested core hours but they should be able to flex the time accordingly.

Trustee Eldridge stated he handed out a proposed policy and asked the board to read it and make suggestions and changes.

Supervisor Stumbo stated they should bring it back to discuss it at the next work session.

Clerk Lovejoy Roe stated that the issue of flex hours was raised and said that both the Supervisor and Clerk positions require much more than 40 hours a week to do the work. She said she had served in both positions as Supervisor and Clerk. She said both positions take 50-60 hours a week to fulfill the responsibilities of the positions and during elections the working hours per week are even more.

2. DISCUSSION ON VIDEO RECORDING OF BOARD MEETINGSTRUSTEE ROSS-WILLIAMS

Trustee Ross-Williams stated she appreciated the board putting the audio recording on the website for residents but she still believed having a video of board meetings would better serve the residents. She said she, Clerk Lovejoy Roe, and Supervisor Stumbo had a meeting with Van Buren Township Cable Director, Ally McCracken, to discuss how the township provides live video recordings of their board meetings on youtube, on a cable access channel, and on the Van Buren website. She said that Ms. McCracken stated they had purchased professional equipment at a cost of \$60,000.00. Trustee Ross-Williams stated when this was discussed in December 2017 the board decided since Ypsilanti Township did not have a cable access channel and the cost being \$60,000.00 they would only proceed with the audio portion being available to our residents on our website. She said the board would possibly revisit the video portion in the future. She said Ypsilanti City provides audio and video of their meeting to residents without a cable access channel. Trustee Ross-Williams suggested a video camera be used to record all the board meetings with facebook with live streaming. She

said it could go on youtube but Ypsilanti City streams it on facebook. She said the estimated cost to be able to provide this would be a lot less than \$60,000.00.

Supervisor Stumbo stated that we would have to work with Travis from the Information Systems Department to come up with a solution. She said there is a way to do it for less cost than originally proposed because other communities were doing it.

Clerk Lovejoy Roe shared that in the past Derrick Jackson had live streamed the board meetings with a camera or a phone on a tripod from the back of the board room. She said it would be great for our seniors that can't get out and for our residents that are busy, and it provides transparency which she said was important. She also said that from our recent survey it showed that residents want more in the area of communication and information from the township.

The board members agreed to move forward on some type of video recording of the board meetings.

Denise Kirchoff, township resident, indicated that posting on Facebook Live generates a lot of viewers and shared the number of viewers that were on her current Facebook Live post.

Trustee Ross Williams said that we could work with the township employee responsible for social media to assist.

3. DISCUSSION ON UPDATING BOARD RULES......CLERK LOVEJOY ROE

Clerk Lovejoy Roe explained the draft update of the board rules were in the packet that she had worked on. Discussion was held and several suggestions were made. Clerk Lovejoy Roe said she would incorporate the suggestions. Supervisor Stumbo said the Attorney should review the rules. Clerk Lovejoy Roe said she would send the updated rules to the Attorney for review before bringing back to the board for adoption.

- 4. AGENDA REVIEW.....SUPERVISOR STUMBO
 - A. MINUTES OF THE MARCH 5, 2019 WORK SESSION AND REGULAR MEETING.

Supervisor Stumbo shared her suggestions for changes for the March 5, 2019 Work Session minutes. Clerk Lovejoy Roe said she would review the audio tape and update the minutes accordingly and the revised minutes would be brought back to the April 2, 2019 meeting for approval with the changes.

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR MARCH 19, 2019 IN THE AMOUNT OF \$1,220,926.90
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH FOR FEBRUARY 2019 IN THE AMOUNT OF \$54,761.49
- 3. CHOICE HEALTH CARE ADMIN FEE FOR JANUARY 2019 IN THE AMOUNT OF \$1,124.50
- C. FEBRUARY 2019 TREASURER'S REPORT

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters updated the board on the progress with the contract with Rutherford Pool and Ypsilanti Township. He also shared information on the productive meeting with Pastor Ford and his contractors about Kaiser School. He said they have agreed to cooperate and meet the requirements for fire suppression. He informed the board that he was scheduled to meet with Nathan Voght from Washtenaw County to work on finalizing the last easement for the sidewalks on Washtenaw Ave. as a part of the Re-Imagine Washtenaw project. He said they have a conference call scheduled with

Camelot Apartments to try and finalize the last easement. Attorney Winters reported they had another meeting set for Fire Fighter negotiations tomorrow. He said one of the more serious matters is 923 Ecorse Rd., Forbes Cleaners which is a major concern for the township officials and residents because it is a contaminated site. He said he had talked with Mary Miller, DEQ staff person assigned to the cleanup of this site. He said fencing was going to go up to prevent trespassing. He said we still do not know the extent of the contamination and reported more testing was being conducted. He said funding had been secured for part of the cleanup. He said all hands were on deck to make sure DEQ does right by the township to make sure the area is properly remediated.

NEW BUSINESS

- 1. RESOLUTION 2019-09, WASHTENAW REGIONAL RESOURCE MANAGEMENT AUTHORITY (WRRMA)
- 2. REQUEST APPROVAL OF YPSILANTI TOWNSHIP ASSET MANAGEMENT PLAN FOR COUNTY DRAINAGE SYSTEMS AS PRESENTED BY THE WASHTENAW COUNTY WATER RESOURCE COMMISSIONER'S OFFICE DATED JANUARY 2019

Supervisor Stumbo reminded the board that Evan Pratt, Washtenaw County Water Resource Commissioner and his office had presented this Asset Plan at a work session and were now requesting the township to adopt the plan. She said the township had spent some \$160,000 this year on repairs and maintenance of drains. She said the township did work on a road plan, on a water and sewer plan and now we needed to address our drains with a plan to handle the storm water. She said it would be necessary to come back with a budget amendment in the future and this request was to adopt the plan this evening.

3. PUBLIC HEARING

A. 7:00 PM-RESOLUTION 2019-10, SUPPORT FOR ADMISSION OF MICHIGAN NATURAL RESOURCES TRUST FUND APPLICATION FOR IMPROVEMENTS TO LOONFEATHER PARK

Supervisor Stumbo reviewed the process completed by engineering staff to identify almost \$600,000 of needs for renovating Loonfeather Point Park. She explained the grant would require a 50% match from the township if the grant was awarded. Supervisor Stumbo said the grant application included repairs to the shoreline and bank for soil erosion, rehabilitation of two pavilions, the bathrooms and the gate house. She said that since the original grant to develop the park around 1986 there had not been any improvements to the park, except for the new playground structure. She said the updates were needed and would benefit both the taxpayers and the residents who use the park.

Clerk Lovejoy Roe thanked everyone who helped put the grant together in a very short timeframe. She also said that letters of support for the grant and the park improvements were needed to file with the grant and asked individuals and organizations to submit letters as soon as possible.

Trustee Ross-Williams said she would write a letter or support. She said Loonfeather Point Park was one of our premier parks and she thought this would be a great addition to our park system.

- 4. RESOLUTION 2019-11, AUTHORIZING THE WATER RESOURCE COMMISSION TO EXCEED THE STATUTORY SPENDING AND ASSESSMENT LIMIT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) PER YEAR FOR THE MAINTENANCE AND REPAIR OF THE OAKLAND ESTATES SUBDIVISION DRAIN
- 5. RESOLUTION 2019-12, AUTHORIZING THE WATER RESOURCE COMMISSIONER TO EXCEED THE STATUTORY SPENDING AND ASSESSMENT LIMIT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) PER YEAR FOR THE MAINTENANCE AND REPAIR OF THE RECREATION PARK SUBDIVISION DRAIN

6. REQUEST AUTHORIZATION OF PAYMENT TO LAVERNE COURTNEY FOR HIS CONVEYANCE OF ANY INTEREST IN THE PROPERTY LEGALLY KNOWN AS RIVER GROVE TOWNHOMES PHASE II IN THE AMOUNT OF \$4,000.00 BUDGETED IN LINE ITEM #101-950-000-969-010

Attorney Winters said the property referred to as Rivergrove Townhomes has 17.19 acres and has 75 lots included in Phase II. He said the developer never developed Phase II and went through tax foreclosure. Attorney Winters reported that in 2014 Treasurer McClary Quit Claimed this property to Mr. Courtney and the terms of the Quit Claim deed. the Treasurer made with Mr. Courtney, said that if Mr. Courtney ever defaulted on the taxes the property would automatically revert to the township and Mr. Courtney would lose his interest in the property. He said this is something the township did not ask for but was something Treasurer McClary had the legal right to do. Attorney Winters said the property was conveyed to the township on December 29, 2015. He said developers were calling his office in regards to questions about when the township would be taking proposals on the property. He said the title company required the township to file a complaint to quiet title so the property could eventually be able to have a marketable title which is required to sell the property. He said the payment to Mr. Courtney will finalize the process for a deed to the property.

Supervisor Stumbo said there is also a grant possibility for connection to the bikepaths along this property line.

7. REQUEST TO AMEND THE CONSTRUCTION SERVICES AGREEMENT WITH OHM FOR THE CIVIC CENTER AND COMMUNITY CENTER ROOF REPLACEMENT PROJECTS IN THE AMOUNT OF \$8,450.00 TO BE BUDGETED IN LINE ITEM #101-970-000-975-141 CONTINGENT UPON BUDGET AMENDMENT APPROVAL

Supervisor Stumbo said this would allow this project to move forward to have this work finally completed.

CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE MARCH 19, 2019 WORK SESSION PAGE 9

8. REQUEST ADOPTION OF A PROCLAMATION FOR NATIONAL POLLINATOR WEEK JUNE 16-22, 2019

Supervisor Stumbo said we do this each year as a requirement to remain as a Bee City.

9. BUDGET AMENDMENT #5

Supervisor Stumbo said this was for PTO payouts and professional services for the roof project.

OTHER DISCUSSION......BOARD MEMBERS

Trustee Ross-Williams said she wanted to highlight the Lincoln High School Men's Basketball Team for their State Championship and said it was the first State Championship in the school's history. She also said Emoni Bates, Lincoln High School student and basketball player was awarded the Gatorade Player of the Year.

Lt. Marocco gave a brief overview of the Washtenaw County Sheriff's Department report for 2018. He said work was needed in the area of runaway's in comparison with the rest of the State of Michigan. He said we will have the addition of three new psu's this year which he said will help a lot. He said Ypsilanti Township operates around 42 officers. He said the 12 hour shifts were working well and that the team was working hard for the township.

Work Session ended at approximately 6:43 PM.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE TUESDAY, MARCH 19, 2019 REGULAR MEETING

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

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

Members Absent: none

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

A. 7:00PM – RESOLUTION 2019-10, SUPPORT FOR ADMISSION OF MICHIGAN NATURAL RESOURCES TRUST FUND APPLICATION FOR IMPROVEMENTS TO LOONFEATHER PARK

Supervisor Stumbo opened the Public Hearing at 7:01 PM.

Chris Nordstrom, Carlisle Wortman Associates, explained the Michigan Natural Resources Trust Fund Grant. He stated it was a \$296,500.00 grant, which was 50% of the total cost for the improvements proposed at Loonfeather Park. He said the improvements that were proposed would be rehabilitating the guardhouse, pavilions, bathrooms, and shoreline stabilization. Mr. Nordstrom stated the rehabilitation of the bathroom and sidewalks would be ADA compliant. He said the Grant Application requires three forms of ecological sensitive improvements. Mr. Nordstrom stated adding a rain garden, adding LED lights, and using sustainable resource material for all the improvements would accomplish the grant requirements. He said the application must be submitted by April 1, 2019. He said in early summer 2019 the DNR would give the communities who have gotten through the first step a chance to add supplemental material. He said if we get letters of support or had fundraising for the project, we could add that to our application. Mr. Nordstrom said that in December 2019 the DNR would announce the communities that have been recommended for approval. He said in March of 2020 the State of Michigan would formally fund the grant for the designated communities. He said if Ypsilanti Township were awarded the grant, they would have two years to complete the project. Mr. Nordstrom stated this was a reimbursement grant, which meant the improvements would need to be made first, and then the township would be reimbursed from the DNR. He encouraged residents to write letters in support and send them to him and he would forward them to the DNR.

JoAnn McCollum, Township Resident stated she was in support of the improvements for Loonfeather Park. She said she would reach out to the community to ask them to write letters of support.

Dennis Dickerson, Township Resident stated he was in support of the improvements for Loonfeather Park and would encourage his neighbors to write letters for this project.

Arloa Kaiser, Township Resident stated she was in support of the improvements for Loonfeather Park. She stated she lives near the park and she enjoys hearing the kids playing soccer and seeing others enjoying the park.

Evan Pratt, Washtenaw County Resource Commissioners Office stated they would be writing a letter in support of this grant for Loonfeather Park.

Supervisor Stumbo closed the Public Hearing a 7:07 PM.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Resolution 2019-10, Support for Admission of Michigan Natural Resources Trust Fund Application for Improvements to Loonfeather Park (see attached).

Clerk Lovejoy Roe thanked everyone for their help in getting this together so quickly.

Supervisor Stumbo stated that when we acquired this property in 1986 many laws have changed. She said the soil erosion is a huge problem that would be addressed with this project. She said it was a great opportunity to bring the park up to todays' standards. Supervisor Stumbo stated that the changes in the park would make them ADA compliant.

The motion carried unanimously.

PUBLIC COMMENTS

JoAnn McCollum, Township Resident, thanked Supervisor Stumbo, Clerk Lovejoy Roe, and Trustee Ross-Williams for attending the West Willow traffic committee meeting. She said she was against allowing marijuana dispensaries in Ypsilanti Township. She said was substitute teaching in a local high school and two students in her classroom were smoking marijuana. She said that in another classroom she overheard a student telling a friend she went into a dispensary, purchased a marijuana brownie, and said she had a bad reaction to it. Ms. McCollum stated that she was concerned for the youth in Ypsilanti Township and she felt having the dispensaries in the township would not be a positive influence for them.

Arloa Kaiser, Township Resident, stated she was against marijuana dispensaries in Ypsilanti Township. She said she attended the meeting regarding our roads and she stated there would be money for fixing the roads if the government did not spend all the money for roundabouts. She said she was against the gas tax increase that Governor Whitmer was proposing. She said the proposal was for the main roads in Michigan and not local roads. She said the Lt. Governor and MDOT representative

talked in circles so they did not answer questions. Ms. Kaiser said these people were elected to take good care of us and not to line their pockets.

Evelyn Epson, Township Resident, stated she disagreed with opting out of marijuana dispensaries. She said in Oregon the studies show that once marijuana was legalized the number of youth users and abusers decreased.

CONSENT AGENDA

- A. MINUTES OF THE MARCH 5, 2019 REGULAR MEETING
- **B. STATEMENTS AND CHECKS**
 - 1. STATEMENTS AND CHECKS FOR MARCH 19, 2019 IN THE AMOUNT OF \$1,220,926.90
 - 2. CHOICE HEALTH CARE DEDUCTIBLE ACH FOR FEBRUARY 2019 IN THE AMOUNT OF \$54,761.49
 - 3. CHOICE HEALTH CARE ADMIN FEE FOR JANUARY 2019 IN THE AMOUNT OF \$1,124.50
- C. FEBRUARY 2019 TREASURER'S REPORT

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

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters commented on the outstanding work that Chief Copeland and Fire Marshall, Dan Kimball did on the arson case.

NEW BUSINESS

1. RESOLUTION 2019-09, WASHTENAW REGIONAL RESOURCE MANAGEMENT AUTHORITY (WRRMA)

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Resolution 2019-09, Washtenaw Regional Resource Management Authority (WRRMA) (see attached).

Supervisor Stumbo questioned whether Recyclables should be stated in the first paragraph of the Resolution.

Attorney Winters stated the Articles of Incorporation states the areas that it was going to concentrate on. He said it was motivated by the need for recyclables. He said all the communities were struggling with where the recyclables would go since China was no longer accepting them.

Supervisor Stumbo said she and Trustee Eldridge have attended meetings regarding what to do with recyclables. She said communities have signed on to work collectively and communities can bid out garbage and may get a better rate. She said if gas goes up \$.45 a gallon, we will have a higher expense then we expected. Supervisor Stumbo asked how many communities had to adopt this for it to move forward.

Evan Pratt, Washtenaw County Resource Commissioner, stated only two communities were needed to move forward. He said Ypsilanti Township would be the fifth community to join.

The motion carried unanimously.

2. REQUEST APPROVAL OF YPSILANTI TOWNSHIP ASSET MANAGEMENT PLAN FOR COUNTY DRAINAGE SYSTEMS AS PRESENTED BY THE WASHTENAW COUNTY WATER RESOURCE COMMISSIONER'S OFFICE DATED JANUARY 2019

A motion was made by Trustee Wilson, supported by Treasurer Doe to Approve Ypsilanti Township Asset Management Plan for County Drainage Systems as presented by the Washtenaw County Water Resource Commissioner's Office Dated January 2019 (see attached).

Trustee Ross-Williams asked about the drains by West Willow if that was part of Washtenaw County.

Evan Pratt, Washtenaw County Resource Commissioner, stated that it will be a couple of years working with the Washtenaw County Roads deciding which drains belong to the road commission and which belong to them. He said they have told the road commission they would be happy to have everything turned over to them. He said they know Ypsilanti Township is supportive of what they do so they come out to the Township more frequently than they do in other communities.

The motion carried unanimously.

3. RESOLUTION 2019-11, AUTHORIZING THE WATER RESOURCE COMMISSION TO EXCEED THE STATUTORY SPENDING AND ASSESSMENT LIMIT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) PER YEAR FOR THE MAINTENANCE AND REPAIR OF THE OAKLAND ESTATES SUBDIVISION DRAIN

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Resolution 2019-11, Authorizing the Water Resource Commission to

Exceed the Statutory Spending and Assessment Limit of Fifteen Thousand Dollars (\$15,000.00) Per Year for the Maintenance and Repair of the Oakland Estates Subdivision Drain (see attached).

The motion carried unanimously.

4. RESOLUTION 2019-12, AUTHORIZING THE WATER RESOURCE COMMISSIONER TO EXCEED THE STATUTORY SPENDING AND ASSESSMENT LIMIT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) PER YEAR FOR THE MAINTENANCE AND REPAIR OF THE RECREATION PARK SUBDIVISION DRAIN

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Resolution 2019-12, Authorizing the Water Resource Commissioner to Exceed the Statutory Spending and Assessment Limit of Fifteen Thousand Dollars (\$15,000.00) Per Year for the Maintenance and Repair of the Recreation Park Subdivision Drain (see attached).

The motion carried unanimously.

5. REQUEST AUTHORIZATION OF PAYMENT TO LAVERNE COURTNEY FOR HIS CONVEYANCE OF ANY INTEREST IN THE PROPERTY LEGALLY KNOWN AS RIVER GROVE TOWNHOMES PHASE II IN THE AMOUNT OF \$4,000.00 BUDGETED IN LINE ITEM #101-950-000-969-010

A motion was made by Trustee Wilson, supported by Trustee Ross-Williams to Approve the Authorization of Payment to Laverne Courtney for his Conveyance of any Interest in the Property Legally Known as River Grove Townhomes Phase II in the Amount of \$4,000.00 Budgeted in Line Item #101-950-000-969-010.

The motion carried unanimously.

6. REQUEST TO AMEND THE CONSTRUCTION SERVICES AGREEMENT WITH OHM FOR THE CIVIC CENTER AND COMMUNITY CENTER ROOF REPLACEMENT PROJECTS IN THE AMOUNT OF \$8,450.00 TO BE BUDGETED IN LINE ITEM #101-970-000-975-141 CONTINGENT UPON BUDGET AMENDMENT APPROVAL

A motion was made by Treasurer Doe, supported by Trustee Wilson to Approve Request to Amend the Construction Services Agreement with OHM for the Civic Center and Community Center Roof Replacement Projects in the Amount of \$8,450.00 to be Budgeted in Line Item #101-970-000-975-141 Contingent Upon Budget Amendment Approval (see attached).

The motion carried unanimously.

7. REQUEST ADOPTION OF A PROCLAMATION FOR NATIONAL POLLINATOR WEEK JUNE 16-22, 2019

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request Adoption of a Proclamation for National Pollinator Week June 16-22, 2019 (see attached).

The motion carried unanimously.

8. BUDGET AMENDMENT #5

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Budget Amendment #5 (see attached).

The motion carried unanimously.

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Adjourn.

The meeting was adjourned at approximately 7:45PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor Charter Township of Ypsilanti

Karen Saugar Rop

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

Denka & Strembe

CHARTER TOWNSHIP OF YPSILANTI

Resolution 2019-10

Support for Admission of Michigan Natural Resources Trust Fund Application for Improvements to Loonfeather Park

WHEREAS, the Charter Township of Ypsilanti supports the submission of an application titled, "Loonfeather Point Park Improvements" to the Michigan Natural Resources Trust Fund for rehabilitation of two picnic pavilions, construction of new bathroom facilities, reconfiguration of existing pathways, construction of rain gardens, and stabilization of the western slopes at Loonfeather Point Park; and,

WHEREAS, the proposed application is supported by the Township's 5-Year Approved Parks and Recreation Plan; and,

WHEREAS, the Charter Township of Ypsilanti is hereby making a financial commitment to the project in the amount of \$296,500 in matching funds, in cash and/or force account; and,

NOW THEREFORE, BE IT RESOLVED that the Charter Township of Ypsilanti hereby authorizes submission of a Michigan Natural Resources Trust Fund Application for \$296,500, and further resolves to make available a local match through financial commitment and donations of \$296,500 (50%) of a total \$593,000 project cost, during the 2020-2021 fiscal year.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-10 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 19, 2019.

Karen Dawejoy k

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2019-09

WASHTENAW REGIONAL RESOURCE MANAGEMENT AUTHORITY (WRRMA)

WHEREAS, ACT 179 of 1947, being MCL 123.301 et. seq. ("Act"), enables the incorporation of any two (2) or more cities, villages, or townships, for the collective management of garbage and rubbish; and

WHEREAS, Ypsilanti Township has participated with other local municipalities in discussing and studying the establishment of an Authority under the Act, and

WHEREAS, an authority under the Act is authorized by Articles of Incorporation; and

WHEREAS, the Act prescribes and details the process for incorporation as an authority under the Act; and

WHEREAS, the benefits of an authority include consistency in materials management, consistency in citizen awareness programs, and beneficial contracting positions for area wide services; and

WHEREAS, Ypsilanti Township has reviewed the draft Articles of Incorporation for WRRMA and find the Articles to be acceptable and consistent with the law; and

WHEREAS, Ypsilanti Township believes that becoming a member of WRRMA will benefit the community as a whole.

NOW THEREFORE, BE IT RESOLVED, Ypsilanti Township does hereby resolved to become a Constituent Member of WRRMA and instructs the Supervisor and Clerk to execute the required documents accordingly and further appoints Lisa Stanfield as the designated representative of Ypsilanti Township to WRRMA and Brenda Stumbo as the designated alternate representative to WRRMA.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-09 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 19, 2019.

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Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

Washtenaw County

Water Resources Commissioner's Office



Ypsilanti Township Asset Management Plan For County Drainage Systems



Version 1.0 January 2019

Document Control		Asset Management Plan for County Drainage Systems					
		Washtenaw County Green Storm water Infrastru	cture AMP				
Rev No	Date	Revision Details	Author	Reviewer	Approver		
1	Jan 2019	First draft of an asset management plan for Ypsilanti Township	SAM				

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INTRODUCTION

Background

The Michigan Drain Code of 1956, as amended, currently caps the allowable maintenance spending on county drains to \$5,000 per mile. This equates to less than \$1.00 per linear foot of drain and severely limits our office's ability to inspect, remove sediment or woody vegetation, clear obstructions or catch structures, repair breakages, and generally maintain the drainage infrastructure. As such, our field operations primarily consists of reactively responding to service requests and keeping the drains operational. We would appreciate the opportunity to methodically continue renewing drains to their original condition, as they will all continue to deteriorate without taking proactive measures. In other parts of the County, this type of approach has dramatically reduced service calls by eliminating sediment and debris in or near the drain, and allowing a drain to move into our low-cost mowing program.

The storm water infrastructure in Ypsilanti Township consists of 91 legally established county drains, two state regulated dams, three regional storm water basins, and various other appurtenances. In all, there are approximately 132 miles of drainage conveyances with a replacement value estimated at slightly under 43 million dollars. This plan recommends overall annual spending of \$500-750 thousand, which is between one and two percent of the replacement value. Details and reasons supporting this recommendation will be provided in following sections within the report.

The infrastructure assets covered by this asset management plan are shown in Table 1. These assets are used to provide stormwater conveyance, agricultural drainage and nonpoint source pollution control.

Drain	Year Est.	Linear Feet	type	Chp 20?	Replacement Value
Amberly Grove	1999	12121	enclosed	20 :	\$545,458.93
Aspen Ridge	2003	6115	enclosed		\$275,152.59
Beyer Relief	1929	104513	enclosed	yes	\$6,270,776.72
Brock Tile	1923	6936	combination	yes	\$228,743.60
Budd	1928	5088	enclosed		\$228,974.85
Clubview Estates	1993	3433	enclosed		\$154,464.01
Creekside Village East	2015	8763	enclosed		\$394,349.33
Creekside Village South	2013	11648	enclosed		\$524,158.86
Creekside Village West		8328	enclosed		\$374,740.00
Deauville Parish	1980	6545	enclosed		\$294,507.53
Derbyshire	1919	9727	combination		\$343,566.62
Eaton	1871	1796	open		\$26,932.89
Ford Lake Hghts	1980	3522	enclosed		\$158,505.39
Ford Lake Hghts #4	1900	1110	enclosed		\$49,933.72
Ford Lake Hights #5	1991	1699	enclosed		\$76,455.86
Ford Lake Hights Sub #2	1990	2587	enclosed		\$116,412.34
Ford Lake Hights Sub #3	1990	1681	enclosed		\$75,653.19
Ford Lake Village #1	1992	4364	enclosed		\$196,401.80
Ford Lake Village #2	1994	7409	enclosed		\$333,425.63
Gault Farms Sub	1960	10645	enclosed		\$479,036.78
Gault Village	1974	2064	enclosed	yes	\$92,897.26
Georgetown	1996	3922	enclosed	yee	\$176,485.33
Golf Estates	1999	1925	enclosed		\$86,634.74
Gorton	1907	9930	open		\$148,945.77
Green Fields	2000	14513	enclosed		\$653,091.64
Greene Farms	1997	52330	enclosed		\$2,354,871.09
Hamilton Tile	1007	11071	enclosed	yes	\$664,261.17
Huron Cnter Com & Ind Park	0	1455	enclosed	,	\$65,487.10
Huron Cnter Com & Off Park	1988	1778	enclosed		\$80,027.32
Huron Commons Condo		1025	enclosed		\$46,115.49
Jerome Street	1955	2577	enclosed		\$115,970.93
Laflin	1909	5753	open		\$86,294.36
Lakewood Farms	1997	2060	enclosed		\$92,689.08
Miller	1963	2373	open		\$35,599.01
Nancy Park #3	1955	2498	enclosed		\$112,410.97
N Br of Big Swan Creek IC	2017	13067	open		\$196,002.69
North Ford Lake CONSOL	1975	5239	enclosed	yes	\$284,116.32
Oakland Estates Sub	1977	12161	enclosed		\$547,266.67
Owen Relief	1964	580	enclosed		\$26,088.13
Packard Br of Paint Creek	1970	20	enclosed		\$910.55
Partridge Creek	1996	45177	enclosed		\$2,027,832.21
Pineview Golf Course Est	1990	191	enclosed		\$8,586.56
Pineview Golf Course Est #2	1995	517	enclosed		\$23,286.03
Pineview Golf North	1999	164	enclosed		\$7,378.37

Table 1: Assets covered by this Plan

Pittsfield-Clubview	1978	496	enclosed		\$22,328.46
Rawsonville Road		2393	enclosed	yes	\$143,581.68
Raymond Meadows Site Condo	1998	5802	enclosed	, , , , , , , , , , , , , , , , , , ,	\$261,099.56
Recreation Park Sub	1929	10944	enclosed		\$492,457.98
Shady Knolls	1955	6981	enclosed		\$314,145.99
Sines Extension	1922	2755	open		\$41,318.44
Smokler-Textile	1972	10750	enclosed		\$483,758.48
Spruce Falls Subdivision	1989	1933	enclosed		\$87,000.80
Streamwood #3 and #4	1993	7138	enclosed		\$321,229.56
Streamwood #5	1994	2714	enclosed		\$122,152.15
Streamwood #6	1994	4482	enclosed		\$201,673.45
Streamwood #7	1994	6299	enclosed		\$283,459.50
Streamwood #8	1995	5195	enclosed		\$233,758.06
Streamwood Sub	1992	6616	enclosed		\$297,698.42
Swan Creek & Pliney Harris	2017	2621	open		\$39,307.58
The Pines Sub	1961	6565	enclosed		\$295,439.99
Tremont Park Subdivision	2000	15714	enclosed		\$707,134.04
Tyler Dam Drain	2000	8752	open		\$131,280
Upper Paint Creek	1966	11147	combination	yes	\$416,410.35
Washtenaw-Clubview #1	1900	11793	enclosed	yuu	\$530,668.30
Washtenaw-Clubview #1	1928	7371	enclosed		\$331,715.04
Washienaw-Clubblew #2 W Branch of Paint Creek	1860	4110	open		\$61,648.95
Westlawn	1966	4399	enclosed	VOS	\$263,924.97
Westawn Whispering Meadows	1900	16867	enclosed	yes	\$759,009.11
Whittaker Village	2001	6540	enclosed		\$294,314.99
Whittaker-Textile	1977	2836	combination		\$94,164.68
Willow Run	1977	2838	combination	1/00	\$94,104.08
Willow Run Ext 1 & Brnchs	1907	2030	enclosed	yes	\$137,710.30
Ypsilanti Twp #01	1971	3323	enclosed	yes	\$199,385.11
Ypsilanti Twp #01	1905	890	enclosed	yes	\$53,388.93
Ypsilanti Twp #02	1976	3583	enclosed	yes	\$214,997.07
Ypsilanti Twp #03				yes	
Ypsilanti Twp #04	1965 1966	11090 1089	enclosed enclosed	yes	\$665,373.40 \$65,320.03
Ypsilanti Twp #05	1966	3146	enclosed	yes	\$188,746.17
Ypsilanti Twp #00	1966			yes	\$1,359,673.48
Ypsilanti Twp #07 Ypsilanti Twp #07 Ext	1967	22661	enclosed enclosed	yes	. , ,
Ypsilanti Twp #08	1970	3096 6629	enclosed	yes	\$185,773.59 \$397,769.50
Ypsilanti Twp #09	1969	3490	enclosed	yes	\$209,415.04
Ypsilanti Twp #09 Ext	1909	1316	enclosed	yes	\$78,973.51
Ypsilanti Twp #10	1974	2048	enclosed	yes	\$122,901.02
Ypsilanti Twp #10	1969	3724	enclosed	yes	\$122,901.02
Ypsilanti Twp #12	1975	2378	enclosed	yes	\$223,440.23
Ypsilanti Twp #12	1970	19700	enclosed	yes	\$1,182,020.98
Ypsilanti Twp #13	1972		enclosed	yes	\$497,469.32
Ypsilanti Twp #13 Ext		8291		yes	
Ypsilanti Twp #14	1969	574	enclosed	yes	\$34,434.65
Ypsilanti Twp #01 Consol	1972	7432	enclosed	yes	\$445,936.88
• •	1974	2325	enclosed	yes	\$139,490.14
Beyer Dam Tyler Dam	1939		dam dam		\$4,625,000.00 \$5,375,000.00
			oam		30.375 000 00
TOTAL		132	miles		\$42,999,505.77

Please note that drain values are approximate and would need to be analyzed on a drain-specific basis for more precise cost estimates.

It is worth mentioning chapter 20 drain charges are the responsibility of the local municipality to pay in their entirety, while other drains are apportioned to local property owners/Washtenaw County/railroads in addition to the local municipality. In most of these cases, the local unit's percentage averages between 5 and 30 percent.

The network of county drain assets does not comprise all storm water runoff conveyance in the Township. There are rivers and streams, road culverts, ditches, and private drains that are not designated county drains.

Goals and Objectives of Asset Ownership

Our goal in managing infrastructure assets is to reduce reactive maintenance through proactive measures, thereby reducing overall costs for present and future consumers. The key elements of infrastructure asset management are:

- Providing a defined level of service and monitoring performance,
- Managing the impact of growth through demand management and infrastructure investment,
- Taking a lifecycle approach to developing cost-effective management strategies for the long-term that meet the defined level of service,
- Identifying, assessing and appropriately controlling risks, and
- Linking to a long-term financial plan which identifies required, affordable expenditure and how it will be allocated.

We would like to propose this plan act as the first step in an annual process where we work with you to identify and recommend improvements, making adjustments as necessary as the township gets feedback from the residents.

LEVELS OF SERVICE

Expectations

This asset management plan is prepared to facilitate consultation prior to adoption by Ypsilanti Township and the Water Resources Office. Future revisions of the asset management plan will incorporate community consultation on service levels and costs of providing the service. This will assist Washtenaw County, the Township Supervisor, and particularly the Board of Trustees in matching the level of service required, service risks and consequences with the community's ability and willingness to pay for the service.

Strategic Goals

This asset management plan is prepared under the direction of the Washtenaw County Water Resources Commissioner's vision, mission, goals and objectives.

Our vision is:

To efficiently address drainage and water quality needs of County residents and communities.

Our mission is:

To provide for the health, safety and welfare of Washtenaw County citizens and the protection of surface water and the environment and to promote the long term environmental and economic sustainability of Washtenaw County by providing storm water management, flood control, development review and water quality programs.

Relevant goals and objectives and how these are addressed in this asset management plan are:

Goal	Objective	How Goal and Objectives are addressed in AM Plan
Maintain drainage	Continue to transition from	Identifies drain segments that require proactive
network in a cost-	reactive service requests to	maintenance to reduce the likelihood of service requests
effective manner.	proactive maintenance.	
Reduce	Remove sediment from	Identify brush and streambank/other erosion projects for
downstream	channels	open drains. Intercept solids upstream of piped systems
sedimentation		(through post-construction controls, development
		regulations, and other govt. agency BMP's)
Correct drainage networks already in	Restore systems to working condition and prevent/reduce	Identify systems that need to be renewed or re- constructed and prepare an estimate for initial costs
various states of failure	incidents of flooding	
lanule		

Table 2: Goals and how these are addressed in this Plan

Levels of Service

Supporting the customer service levels are operational or technical measures of performance. These technical measures relate to the allocation of resources to service activities to best achieve the desired customer outcomes and demonstrate effective performance.

Technical service measures are linked to the activities and annual budgets covering:

- Operations the regular activities to provide services (e.g. opening hours, cleansing, energy, inspections, etc.)
- Maintenance the activities necessary to retain an asset as near as practicable to an appropriate service condition. Maintenance activities enable an asset to provide service for its planned life (e.g. structure repairs, sediment removal, mowing, vactoring),
- Renewal the activities that return the service capability of an asset up to that which it had originally (e.g. road
 resurfacing and pavement reconstruction, pipeline replacement and building component replacement),
- Upgrade/New the activities to provide a higher level of service (e.g. adding drainage branches, replacing a pipeline with a larger size) or a new service that did not exist previously (e.g. a new drain).

It is important to monitor the service levels provided through regular customer dialogue as these will change. The current performance is influences by work efficiencies and technology, and customer priorities will change over time. Review and establishment of the agreed position which achieves the best balance between service, risk and cost is essential.

LIFECYCLE MANAGEMENT PLAN

The lifecycle management plan details how the WCWRC plans to manage and operate the assets at the agreed levels of service while managing life cycle costs.

Background Data

County drains in Ypsilanti Township were mostly established between 1900 and the 1950s. Some pre-date this range and were inherited from the original Township jurisdiction common in the 1800s. A few were established more recently in the past 50 years.

Most importantly, drains have a wide range of easement access. Some drains have easements, others do not. Easement widths vary.

Budget

The chart below summarizes the proposed total Township budget for upcoming years, broken down into typical costs for the primary maintenance activity we normally perform as well as proposed activities. The chart includes sections outlining estimated regular (reactive) maintenance, preventative operations and maintenance activities, and proposed renewals. Please note, as a comparison, that the past four year overall average spending has been approximately \$705,000 with the Ypsilanti Township share constituting approximately \$323,000.

Year	Activity	Total Cost	Township share
2019	Regular maintenance (customer service requests)	\$415,000	\$124,500
	Proactive maintenance	\$89,750	\$65,750
	Renewals	\$222,500	\$127,250
	Initial inspection	\$31,500	\$11,000
		\$758,750	\$328,500
2020	Regular maintenance (customer service requests)	\$340,000	\$102,000
	Proactive maintenance	\$185,000	\$128,500
	Renewals	\$210,000	\$207,500
	Initial inspection	\$13,000	\$11,500
2021-2025	Regular maintenance (customer service requests)	\$325,000*	\$97,500*
	Proactive maintenance	\$151,750**	\$47,250**
	Renewals	\$925,000**	\$325,000**
	Initial inspection	\$16,500**	\$6,500**

Table 3: Proposed Asset Management Plan

*annual estimated costs

**total 4 year expenditures

Regular Maintenance

Reactive expenditures currently constitute the majority of our office's efforts in Ypsilanti Township, consisting primarily of responding to service request calls. This category also includes post-storm event inspections in the urbanized areas of the township north of Ford Lake, where we maintain a large amount of infrastructure located within the public roadways. Many roadside inlet structures frequently need to be cleared of debris to allow for drainage, which our field operations performs on a seasonal or storm by storm basis depending on history.

Other reactive expenditures include instances where portions of the storm water management system fail and need immediate repair to make them operational again. This can include replacement of pipe sections in enclosed systems, and clearing/woody growth removal in the open channels.

Without an investment in drain renewal or pro-active maintenance, evidence strongly suggests that reactive maintenance costs will escalate within the next 10 years. Pipe failures at the Huron Center Commercial & Office Park Drain (Eagle Crest property), flooding issues within the Streamwood development, continued response to concerns at Partridge Creek, and others are indicators of aging storm water systems that are beginning to fail. Shifting the focus to pro-active measures now should result in reduced costs in reactive maintenance in the future, more than off-setting the additional investment of funds in the near term. An added benefit will be the reduction in unexpected expenditures and aid in budget forecasting.

Proactive Maintenance Plan

Operations include regular activities to provide services such as public health, safety and amenity, e.g. mowing, light cleaning and removal of minor debris that blocks flow at culvert crossings and inlets, and mechanical flushing/cleaning of the pipe network.

Maintenance includes all actions necessary for retaining an asset as near as practicable to an appropriate service condition including regular ongoing day-to-day work necessary to keep assets operating. The consequences of not performing recommended maintenance are a continuation of problems that are seen and heard about throughout the township for at least the past 20-30 years. There is additional risk of flooding along with continued standing water for longer periods of time, and the resident concerns such as mosquitos, loss of land use, impact to agriculture, etc.

Renewal/Replacement Plan

Renewal and replacement expenditures are major works which do not increase the asset's design capacity but restores, rehabilitates, replaces or renews an existing asset to its original service potential. Work over and above restoring an asset to original service potential is considered to be an upgrade/expansion or new work expenditure resulting in additional future operations and maintenance costs.

Replacement, while not as preferable as ongoing maintenance, will lead to the drains having greatly reduced maintenance costs, generally just mowing or inlet and pipe cleaning.

Further refinement of prioritization can be attained to develop more systematic schedules and budgets for renewals (brushing and ditching, plus sumps), after some analysis of the inspection point data. Scoring systems with one or more factors are common. For example, sediment depths along multiple open drain segments is one factor that yields a score for a length of drain. For funding purposes, it might be beneficial to make sediment the only factor for a sediment specific linear score so nonpoint source projects and sediment removal can be prioritized. Our office is currently working to develop a scoring system that will flag infrastructure needing a closer look for programming decisions.

Summary of future renewal and replacement expenditure

The projected capital renewal and replacement program is shown in more detail in the attached appendix. This includes which specific county drains would be scheduled for renewal along with approximate costs of doing so. These systems were chosen based upon the volume of service requests, age and condition of the drain, and the overall consequences should the drain experience a failure. For example, there may be systems in wooded environments that do not cause extreme property or structural damage should the drain overflow its banks, while others in residential neighborhoods may cause flooding for the travelling public or on personal property.

It is assumed that open channels will not be replaced, and upgrades to capacity are not warranted due to downstream flow restrictions (road culverts) and a desire to improve infiltration hydrology, not capacity. It is further assumed that all the open channels are subject to renewal (brushing, ditching and sediment "dip outs").

Creation/Acquisition/Upgrade Plan

New works are those that create a new asset that did not previously exist, or works which will upgrade or improve an existing asset beyond its existing function or capacity. They may result from growth, social or environmental needs. Assets may also be acquired at no cost.

While factored into the asset management plan, the creation of new infrastructure is not budgeted as currently the majority of new drains within the township are built and funded by private development. These include residential site condominiums and plats whereby the owner agrees to build the storm water management system for future inclusion into the county drainage network. However, every mile of new infrastructure increases long term maintenance needs.

While other new drains may be created, such as the Tyler Dam Drain, there are no future anticipated projects to budget at this time. This may be adjusted, however, if future needs are determined through conversations with the township.

Finally, the creation of new storm water management systems will necessitate adjustments to the preventative maintenance budget as those drains will also benefit from ongoing and periodic proactive work.

Summary of asset expenditure requirements

The financial projections from this asset plan are shown in the appendix for projected operating (operations and maintenance) and capital expenditure (renewal and upgrade/expansion/new assets). Note that all costs are shown in real values.

Ongoing operations and maintenance are generally within budget projections save minor growth over time in O&M compared to a flat budget. This represents a continuation of current O&M practices of both maintaining proactive and service request events within both the \$5,000 per mile limit and continuation of established tolerance for at large and parcel assessments.

Renewal projects would require petitioning or some other source of funding (e.g. grants) to complete.

Initial Inspection Plan

A portion of the Ypsilanti Township county drains have not been inspected, formally or informally, in a number of years. We proposed to use conditional assessment techniques to rate the present condition of these drains as a method to continually improve the action plan presented herein.

Conditional assessment ratings can be used to determine a probability of failure for a drainage system, which can be of great assistance in determining future renewal priorities. Knowing a rough risk of a storm management failure, however, cannot be the sole deciding factor for a plan of action. In some cases (i.e. natural areas, open spaces, easily accessible infrastructure, etc.) a failing drain will not have as severe consequences to the surrounding property or structures. For example, the consequence of a deep, large diameter urbanized drain collapsing versus an open channel becoming blocked within a nature preserve would cause major financial and property damage. A good asset management plan takes both the condition of the drain along its potential consequences as a result of failure to prioritize work.

Our inspection recommendations include evaluating the condition of some CMP (corrugated metal pipe) systems within the next 5 years. This is of note because several of the township's CMP drains are close to or exceed 50 years in age, which correlates to the life expectancy of the pipes and failures related to extensive rusting (deformed/crushed sections where the pipe can no longer support the overlying soils, "blowholes" and blockages due to voids forming, or root intrusion into the lines). The outcome of these inspections may impact the asset management program by introducing additional renewals that would need to be prioritized within the overall plan.

RISK MANAGEMENT PLAN

The purpose of infrastructure risk management is to document the results and recommendations resulting from the periodic identification, assessment and treatment of risks associated with providing services from infrastructure.

The risk assessment process identifies credible risks, the likelihood of the risk event occurring, the consequences should the event occur, develops a risk rating, evaluates the risk and develops a risk treatment plan for non-acceptable risks.

Critical Assets

Critical assets are defined as those which have a high consequence of failure causing significant loss or reduction of service. Similarly, critical failure modes are those which have the highest consequences.

Critical assets have been identified and their typical failure mode and the impact on service delivery are as follows:

Critical Asset(s)	Failure Mode	Impact
Segments adjacent to actively farmed land	Overflow and potential crop loss	Reactive mode and overtime. Deferred response elsewhere
Marginally operational tile in Agriculture areas	Blocked, collapsed	Inability to access during growing season
End sections at road crossings	Blockage, headwall and end section failure, erosion	Costly repairs limit ability to perform other maintenance due to spending limits.
Gravity main systems under or adjacent to roadways	"Blow hole" pipe collapses, sink holes at catch structure inlets	Potential structural damage to private property, restoration challenges

Table 4 - Critical Assets

By identifying critical assets and failure modes investigative activities, condition inspection programs, maintenance and capital expenditure plans can be targeted at the critical areas.

Risk Assessment

The risk management process used in this project is shown in the figure below.

It is an analysis and problem solving technique designed to provide a logical process for the selection of treatment plans and management actions to protect the community against unacceptable risks.

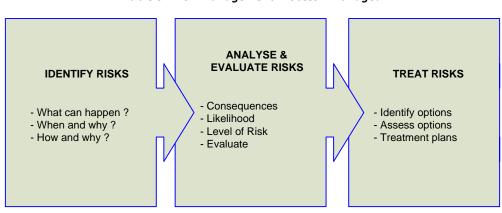


Table 5 - Risk Management Process – Abridged

The risk assessment process identifies credible risks, the likelihood of the risk event occurring, the consequences should the event occur, develops a risk rating, evaluates the risk and develops a risk treatment plan for non-acceptable risks.

An assessment of risks associated with service delivery from infrastructure assets has identified the critical risks that will result in significant loss, 'financial shock', or a reduction in service.

Service and Risk Trade-Offs

The decisions made in adopting this asset management plan are based on the objective to achieve the optimum benefits from the available resources.

What we cannot do

There are some operations and maintenance activities and capital projects that are unable to be undertaken within the next 10 years. These include:

- Stream bank stabilization to address morphological changes occurring. Watershed management planning and grant funding may improve abilities.
- Maintainable sediment storage throughout the planning area. Needs dictate we find the most easily achievable locations now and identify future locations for discussion and development. This would be a separate planning and engineering analysis.

Service trade-off

Operations and maintenance activities and capital projects that cannot be undertaken will maintain or create service consequences for users. These include:

- Flow limitations
- Increased sedimentation rates
- Continued phosphorus and nonpoint source loading

Risk trade-off

The operations and maintenance activities and capital projects that cannot be undertaken may maintain or create risk consequences. These include:

- Larger reactive maintenance in the future
- Inefficiencies in balancing reactive vs proactive maintenance
- Future TMDL

- Flooding
- Need for critical emergency response
- Property damage
- Road damage or accelerated failure

PLAN IMPROVEMENT AND MONITORING

Monitoring and Review Procedures

This asset management plan will be reviewed during annual budget planning processes and amended to show any material changes in service levels and/or resources available to provide those services as a result of budget decisions.

The AM Plan will be updated annually to ensure it represents the current service level, asset values, projected operations, maintenance, capital renewal and replacement, capital upgrade/new and asset disposal expenditures and projected expenditure values incorporated into the long term financial plan.

The AM Plan has a life of 4 years and is due for complete revision and updating within 2 years of each election cycle of the Ypsilanti Township board.

Performance Measures

The effectiveness of the asset management plan can be measured in the following ways:

- The degree to which the required projected expenditures identified in this asset management plan are incorporated into the long term financial plan,
- The degree to which 1-5 year detailed works programs, budgets, business plans and corporate structures take into account the 'global' works program trends provided by the asset management plan,
- The degree to which the existing and projected service levels and service consequences (what we cannot do), risks and residual risks are incorporated into the Strategic Plan and associated plans.

Key Assumptions made in AM Plan and Risks of Change

- Open channel conveyance systems do not have a defined useful life.
- Additions to the system would be limited or non-existent in the next 10 years.
- The Township's ability to absorb special assessments may limited by their annual budget. This would affect the number and size of projects undertaken under the plan
- Some debt service, at least for the larger renewals, is likely needed to manage and optimize the risk-expenditure relationship.
- Risk is associated with probability of failure (condition related to debris jams and log jams) and consequence of failure (proximity to cropland subject to loss).

SUMMARY

Should you approve this initial pilot program, we would anticipate working with you over your next budget cycle to provide a 5-year program proposal that would start showing a noticeable change in several parts of the Township in four ways.

- Property being usable for more days of the year
- A reduction in depth and frequency of standing water and related public health issues in those drains where maintenance is performed
- Our drain clean out work will reduce the need for service calls in those areas, correspondingly reducing the Township's risk of extensive service.
- We would also anticipate a modest but noticeable improvement in property values over a 5-year timeframe of maintenance improvement (versus Band-Aids) as with any infrastructure that is visibly kept in good working order.

As the Board can imagine, these programmed expenditures would be subject to unusual weather such as heavy rains. As part of this arrangement, we would propose to check in with the Township on the actual expenditures before proceeding with larger proactive maintenance projects, again considering the flexibility of timing afforded by our differing budget cycles to stay within the total amount noted above.

Thank you for the opportunity to provide what would be a high value improvement to residents at a modest cost. As you are aware, property owners share in the costs of some special assessment work, and we have reviewed mock assessment rolls to ensure that there is no undue burden placed on property owners. These appear to be reasonably affordable projects when the costs are shared. The average one-time property owner share for clearing an open drain, for example, would be less than 10 dollars. Actual costs are correlated to acreage owned. In other communities we have found that property owners appreciate that the Township is also sharing in the cost, and as you may recall, the Road Commission and MDOT will contribute a share of the costs as well.

Next Steps

The following appendices contain specific action steps, some of which exceed the annual statutory spending limit of \$5000 per mile of drain. A resolution from Ypsilanti Township (which our office can draft) to exceed this limit would be required in such instances to authorize the work to proceed. As the intent of this plan is to be a collaborate effort between our offices, we would be pleased to present the overall asset management plan at your next township board meeting and/or working session in order to refine the objectives to best serve the township's priorities and budget. This interactive process may then defer or, in some cases, eliminate some items of work proposed while possibly providing new information to our office.

APPENDICES

Appendix A Proposed budget recommendations by drain/activity

			Twp %	Twp portion	
Activity	Name of Drain Work proposed				Total cost
Reactive maintenance	Various	Various	\$415,000	30*	\$124,500
Proactive maintenance	Willow Run	Clearing open channel	\$14,750	85	\$12,500
Proactive maintenance	Tyler Dam	Clearing open channel	\$5,000	35	\$1,750
Proactive maintenance	Various	Mowing program	\$15,000	43**	\$6,500
Proactive maintenance	Ypsilanti Township #1	Cleaning/vactoring	\$20,000	80	\$16,000
Proactive maintenance	Ypsilanti Township #8	Cleaning/vactoring	\$35,000	83	\$29,000
Initial inspection	Budd	Conditional assessment	\$9,500	35	\$3,250
Initial inspection	Oakland Estates Sub	Conditional assessment	\$22,000	35	\$7,750
Renewal	Beyer Relief	Catch structure rehabilitation	\$110,000	73	\$80,250
Renewal	Recreation Park Sub	Structures and sumps	\$97,500	35	\$34,000
Renewal	Ypsilanti Township #1 Consol.	Tree removal, root intrusions	\$15,000	86	\$13,000
			\$758,750		\$328,500

*Indicates an average apportionment of drains within Ypsilanti Township

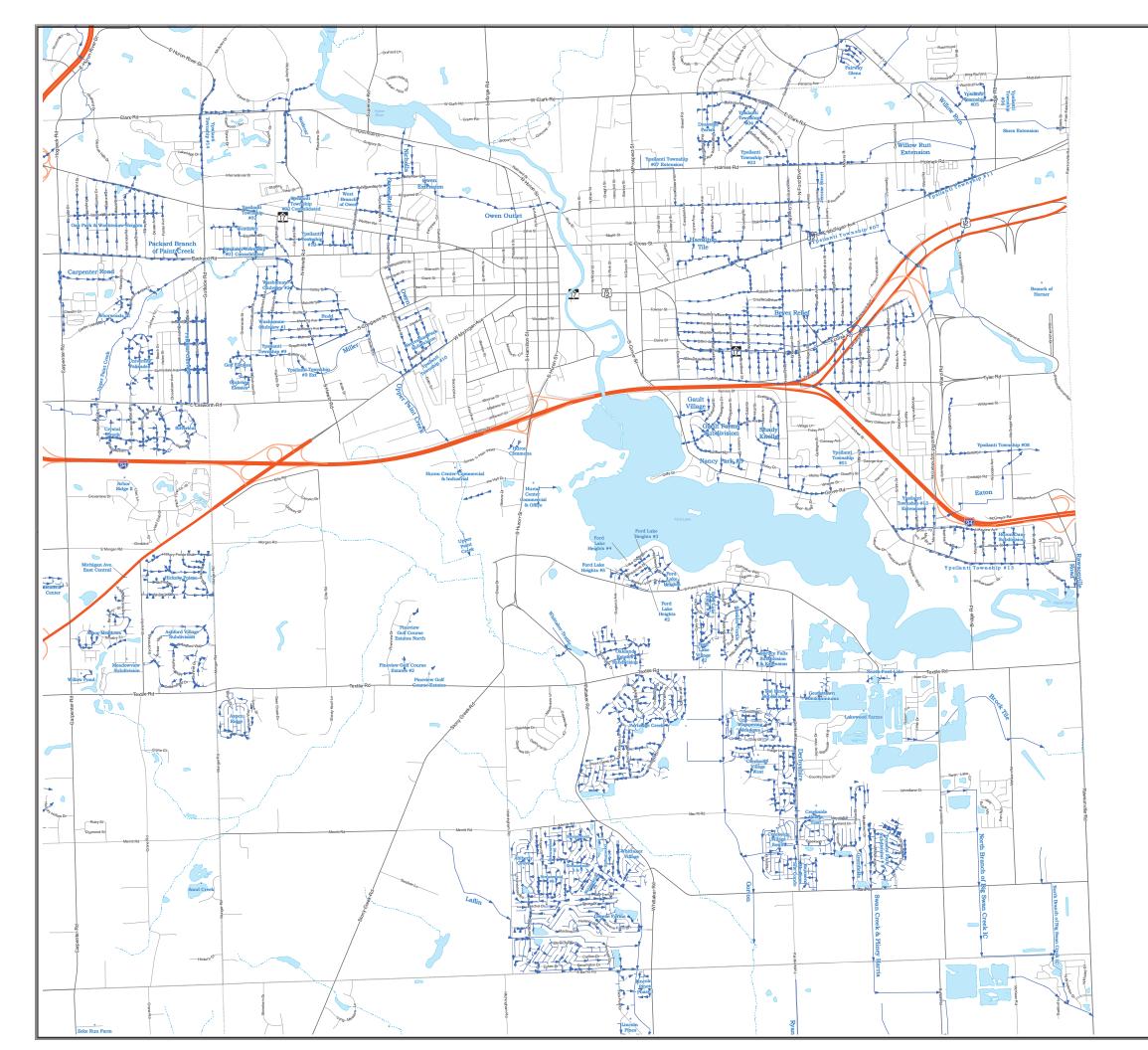
**Indicates an average apportionment of mowed drains within Ypsilanti Township

Activity	Name of Drain	Work proposed	Total cost	Twp %	Twp Portion
Reactive maintenance		Various	\$340,000	30*	\$102,000
Proactive maintenance	Gorton	Clearing open channel	\$42,500	35	\$15,000
Proactive maintenance	Derbyshire	Clearing open channel	\$6,000	35	\$2,000
Proactive maintenance	Various	Mowing program	\$16,500	47**	\$7,750
Proactive maintenance	Ypsilanti Twp #13	Cleaning/vactoring	\$85,000	90	\$76,500
Proactive maintenance	Ypsilanti Twp #13 Ext.	Cleaning/vactoring	\$35,000	78	\$27,250
Initial inspection	Ypsilanti Twp #7 Ext.	Conditional assessment	\$6,000	92	\$5,500
Initial inspection	Ypsilanti Twp #11	Conditional assessment	\$7,000	84	\$6,000
Renewal	North Ford Lake Consol.	Structures, eroded outfalls	\$195,000	100	\$195,000
Renewal	Ypsilanti Twp #10	Structures and gravity main	\$15,000	78	\$12,500
			\$748,000		\$449,500

*Indicates an average apportionment of drains within Ypsilanti Township **Indicates an average apportionment of mowed drains within Ypsilanti Township

	2021				
Activity	Name of Drain	Work proposed	Total cost	Twp %	Twp Portion
Reactive maintenance		Various	\$325,000	30*	\$97,500
Proactive maintenance	N. Br. Big Swan Creek	Clearing open channel	\$22,500	5	\$1,250
Proactive maintenance	Brock	Clearing open channel	\$3,750	35	\$1,250
Proactive maintenance	Eaton	Clearing open channel	\$3,750	35	\$1,250
Proactive maintenance	Miller	Clearing open channel	\$7,500	30	\$2,250
Proactive maintenance	Sines Ext.	Clearing open channel	\$3,250	34	\$1,250
Proactive maintenance	Various	Mowing program	\$21,000	40**	\$8,500
Proactive maintenance	Wash-Clubview #1	Cleaning/vactoring	\$55,000	35	\$19,250
Proactive maintenance	Wash-Clubview #2	Cleaning/vactoring	\$35,000	35	\$12,250
Initial inspection	Ypsilanti Township #14	Conditional assessment	\$1,500	78	\$1,250
Initial inspection	The Pines Sub	Conditional assessment	\$15,000	35	\$5,250
Renewal	Smokler-Textile	Rear yard collection replacement	\$925,000	35	\$325,000
			\$1,418,250		\$476,250

*Indicates an average apportionment of drains within Ypsilanti Township **Indicates an average apportionment of mowed drains within Ypsilanti Township



Appendix B Ypsilanti Township County Map

Ypsilanti Township County Drain Map



Evan N. Pratt P.E. Washtenaw County Water Resources Commissioner

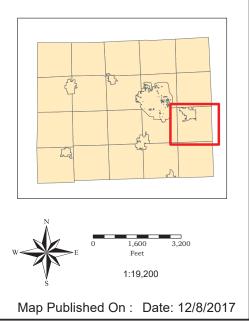
705 N. Zeeb Rd. Ann Arbor, MI 48107 Ph: 734-222-6860 Fax: 734-222-6803 www.washtenaw.org/drains

Legend

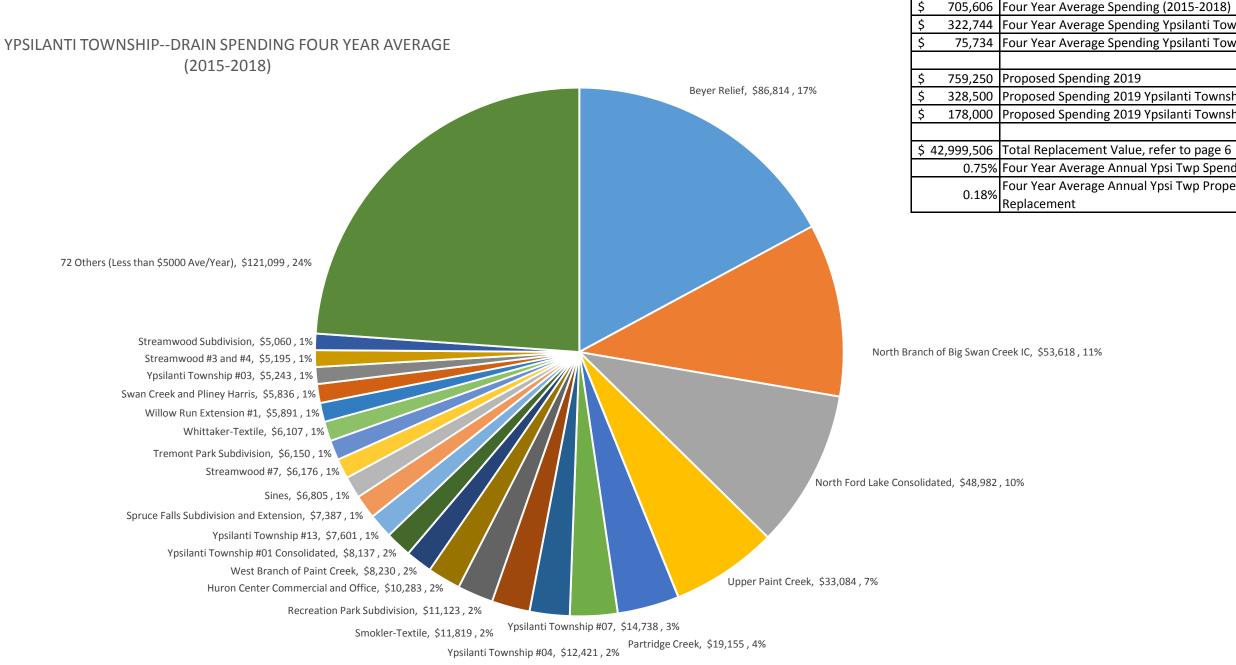
Lakes

County Drain Systems

Waters of the State



19 | Page



Appendix C Reactive Maintenance Summary

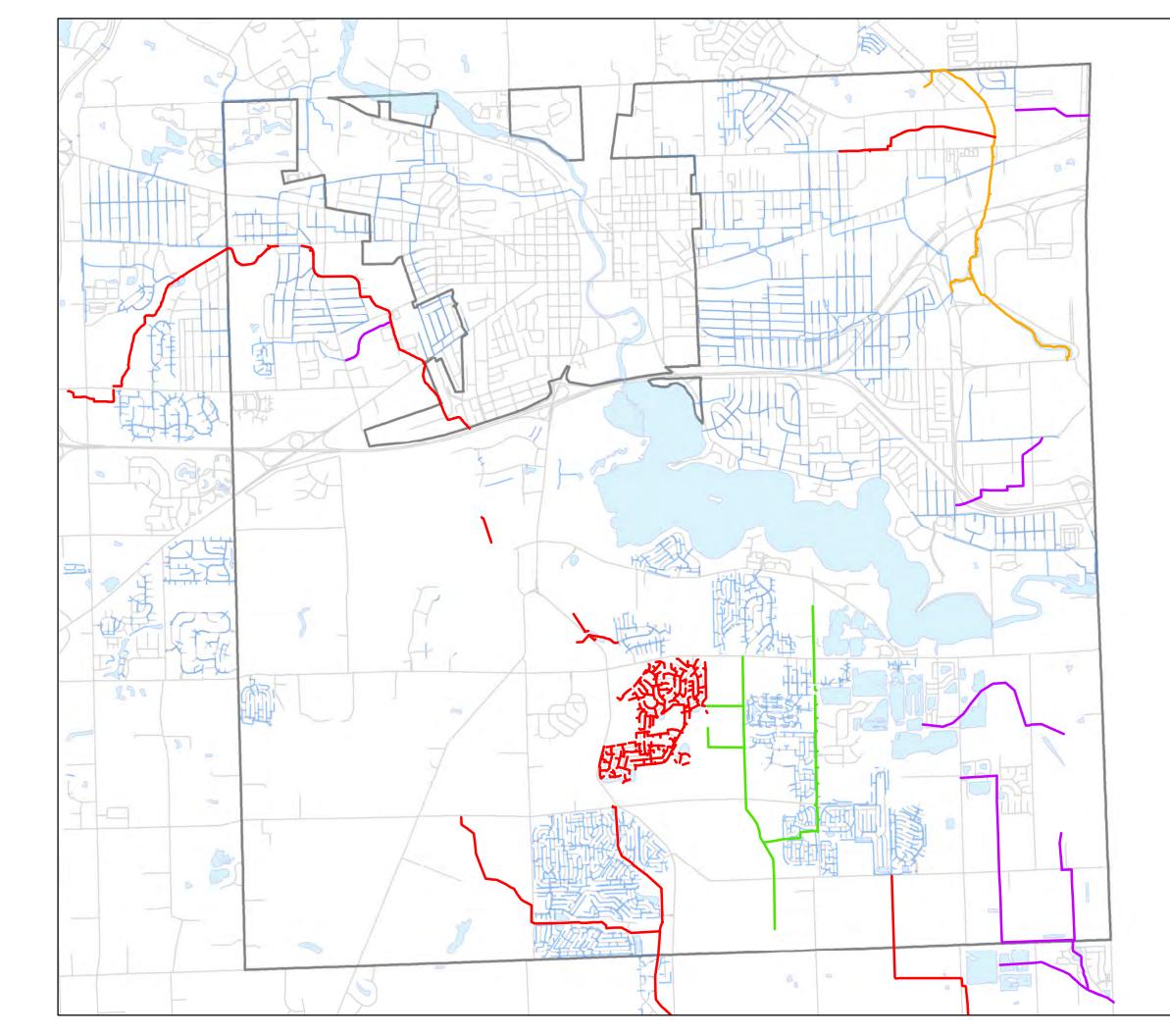
705,606 Four Year Average Spending (2015-2018) 322,744 Four Year Average Spending Ypsilanti Township Only 75,734 Four Year Average Spending Ypsilanti Township Property Owners

328,500 Proposed Spending 2019 Ypsilanti Township Only

178,000 Proposed Spending 2019 Ypsilanti Township Property Owners

0.75% Four Year Average Annual Ypsi Twp Spending to Total Replacement

Four Year Average Annual Ypsi Twp Property Owners Spending to Total



Mowing Program Summary by Year

Ypsilanti Township

Existing Mowing

2019

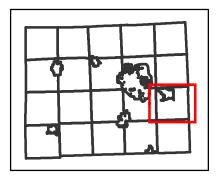
_____ 2020

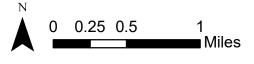
2021-2025

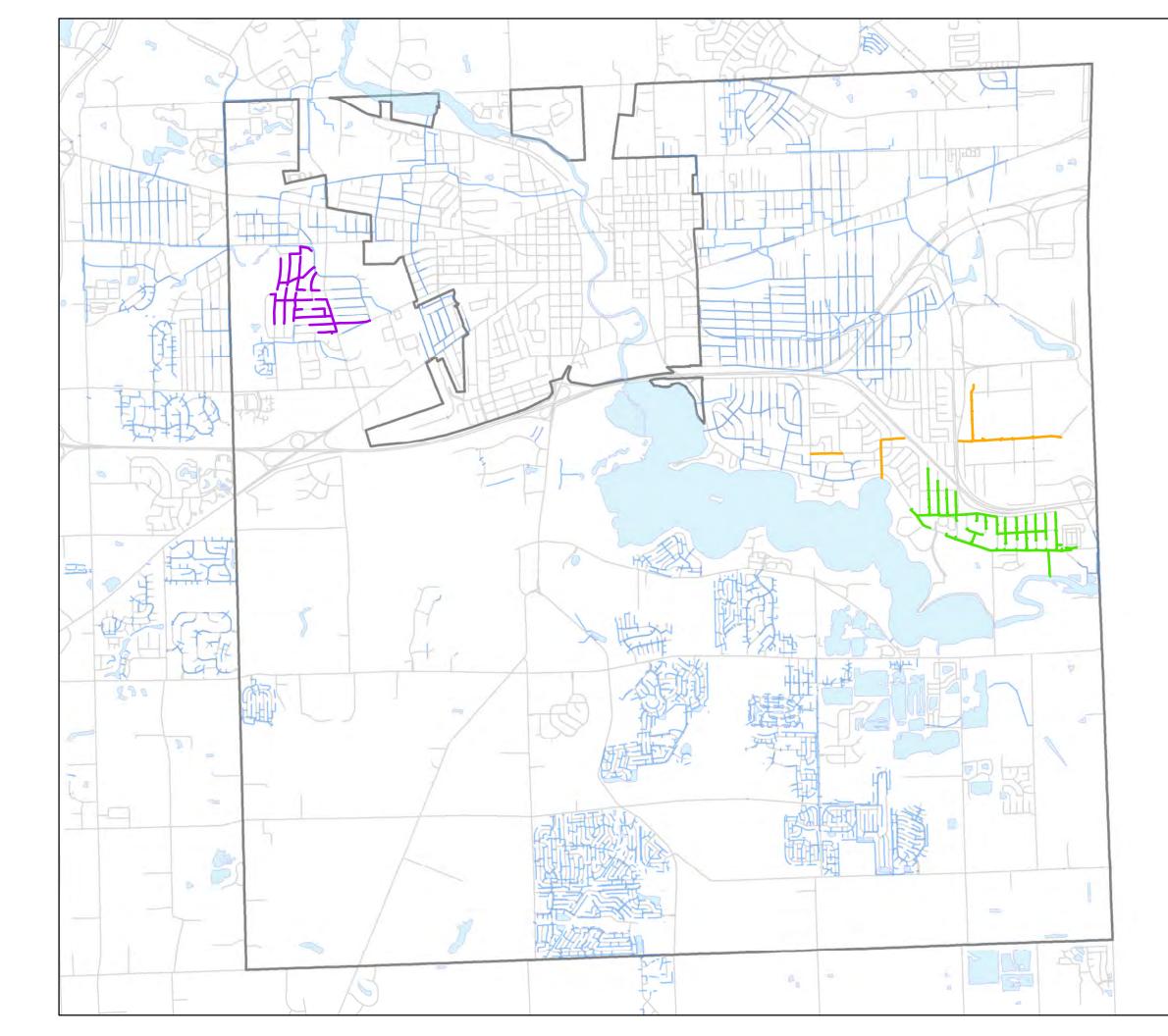
Water Bodies

County Drain Systems

Road Centerlines







Vactor / Cleaning Summary



Ypsilanti Township

____ 2019

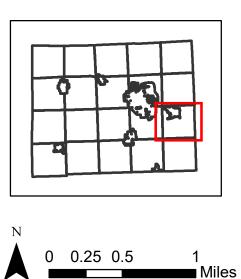
_____ 2020

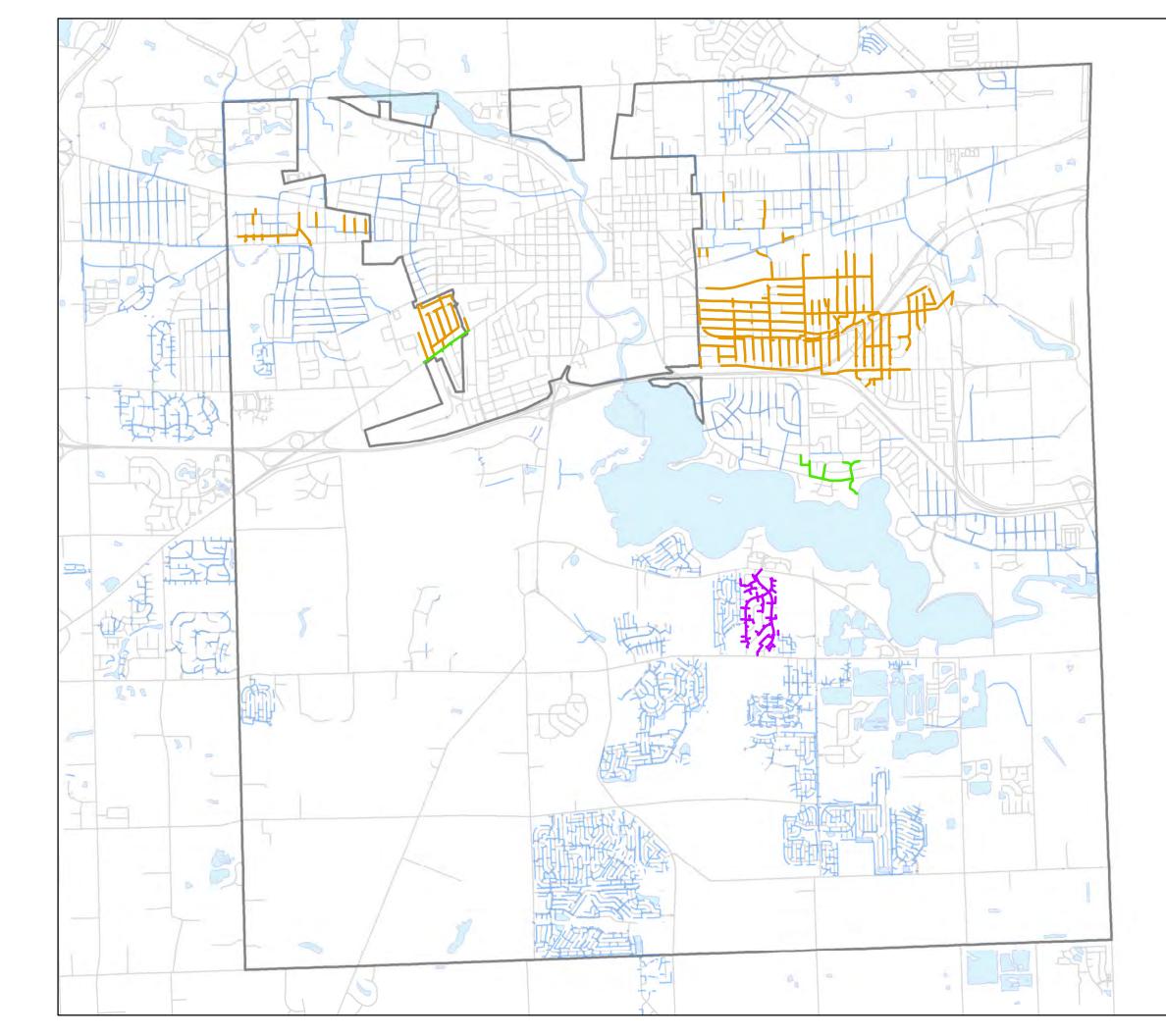
- 2021-2025

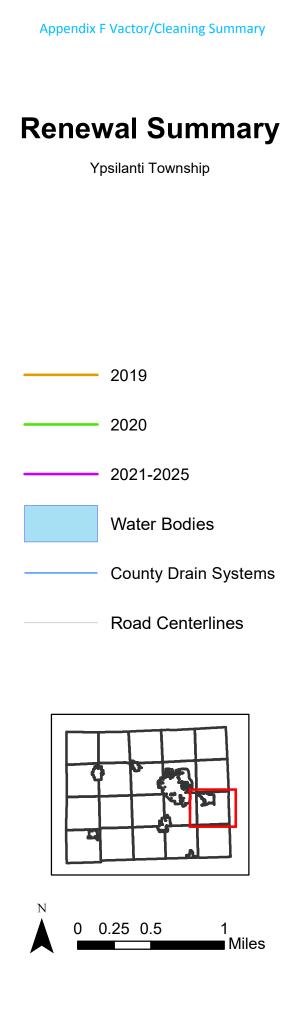
Water Bodies

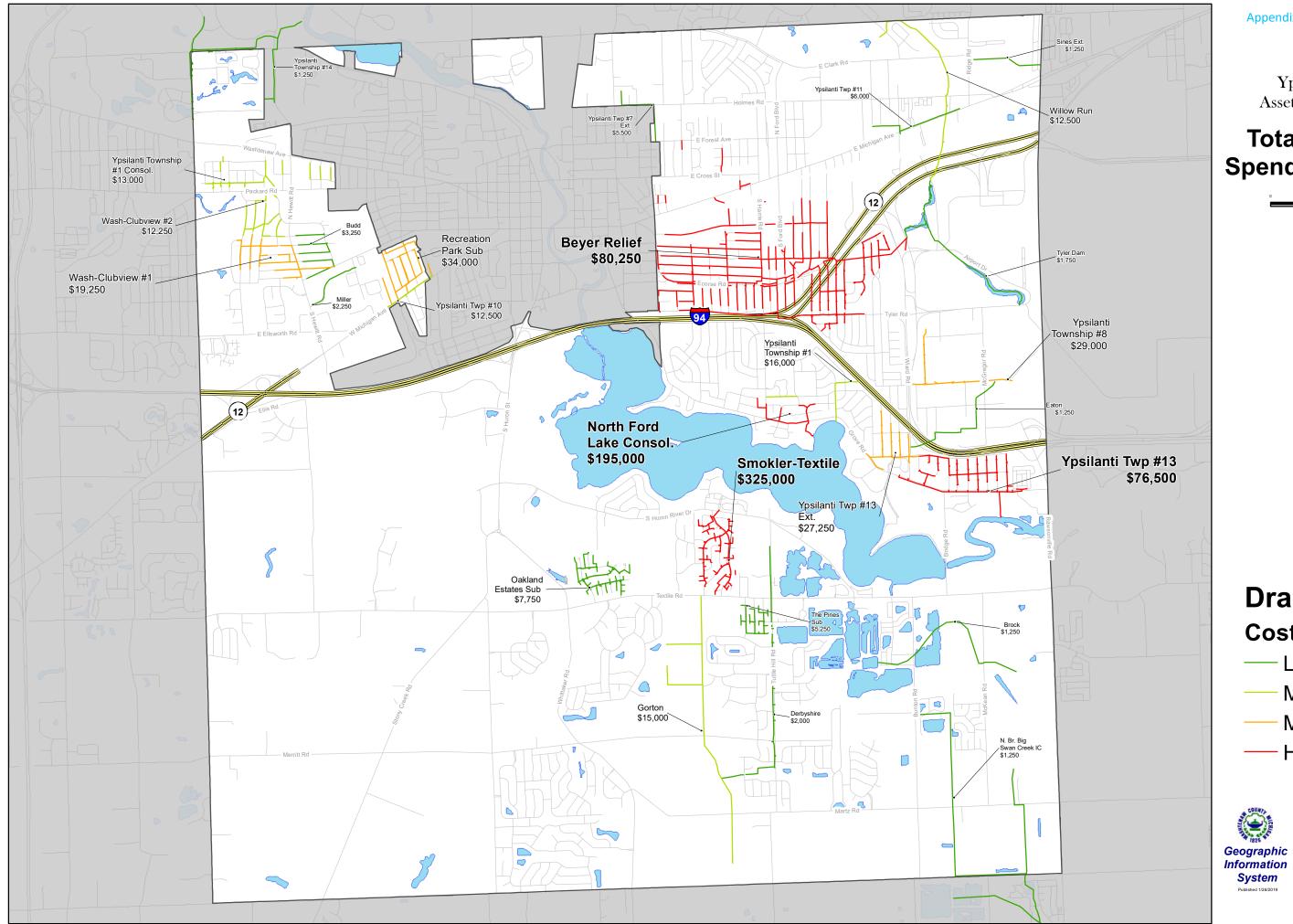
County Drain Systems

Road Centerlines







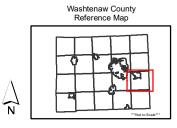


Ypsilanti Township Asset Management Plan

Total Proposed Spending Per Drain

Drain Projects Cost

- Low
- Moderate
 - Medium
- Highest



CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2019-11

RESOLUTION AUTHORIZING THE WATER RESOURCES COMMISSIONER TO EXCEED THE STATUTORY SPENDING AND ASSESSMENT LIMIT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) PER YEAR FOR THE MAINTENANCE AND REPAIR OF THE OAKLAND ESTATES SUBDIVISION DRAIN

WHEREAS, the Oakland Estates Subdivision Drain is a drain located in the municipality of the Charter Township of Ypsilanti, which drain was constructed in accordance with the Drain Code of 1956; and

WHEREAS, the Water Resources Commissioner is entrusted with the responsibility of ensuring proper maintenance and repairs are made to said drain; and

WHEREAS, the Water Resources Commissioner, pursuant to statute, has inspected the drain which inspection revealed that repair work is necessary inasmuch as said inspection identified the need for system wide condition assessment; and

WHEREAS, the Water Resources Commissioner of Washtenaw County has estimated that the repair of the drain will be approximately twenty-three thousand two hundered dollars (\$23,200.00); and

WHEREAS, pursuant to the Drain Code of 1956, the Water Resources Commissioner cannot exceed the statutory spending limit of fifteen thousand dollars (\$15,000.00) for the maintenance and repair of the drain unless approved by a resolution of the Township Board; and

WHEREAS, the Water Resources Commissioner has requested the Township Board to pass such resolution authoring the office of the Water Resources Commissioner to exceed the statutory spending limit allowed on the Oakland Estates Subdivision Drain, to wit: fifteen thousand dollars (\$15,000.00) per year, so as to allow repair of said drain.

NOW THEREFORE, BE IT RESOLVED, that the Charter Township of Ypsilanti Board of Trustees for the municipality of the Charter Township of Ypsilanti hereby approved and authorizes the office of the Water Resources Commissioner to exceed the statutory spending limit of fifteen thousand dollars (\$15,000.00) per year for the repair of the Oakland Estates Subdivision Drain in the exceeded amount of eight thousand two hundred dollars (\$8,200.00).

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-11 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 19, 2019.

aren Davejoy k

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2019-12

RESOLUTION AUTHORIZING THE WATER RESOURCES COMMISSIONER TO EXCEED THE STATUTORY SPENDING AND ASSESSMENT LIMIT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) PER YEAR FOR THE MAINTENANCE AND REPAIR OF THE RECREATION PARK SUBDIVISION DRAIN

WHEREAS, the Recreation Park Subdivision Drain is a drain located in the municipality of the Charter Township of Ypsilanti, which drain was constructed in accordance with the Drain Code of 1956; and

WHEREAS, the Water Resources Commissioner is entrusted with the responsibility of ensuring proper maintenance and repairs are made to said drain; and

WHEREAS, the Water Resources Commissioner, pursuant to statute, has inspected the drain which inspection revealed that repair work is necessary inasmuch as said inspection identified the need for renewal/repairs of system structures and sumps; and

WHEREAS, the Water Resources Commissioner of Washtenaw County has estimated that the repair of the drain will be approximately ninety-eight thousand four hundred (\$98,400.00); and

WHEREAS, pursuant to the Drain Code of 1956, the Water Resources Commissioner cannot exceed the statutory spending limit of fifteen thousand dollars (\$15,000.00) for the maintenance and repair of the drain unless approved by a resolution of the Township Board; and

WHEREAS, the Water Resources Commissioner has requested the Township Board to pass such resolution authoring the office of the Water Resources Commissioner to exceed the statutory spending limit allowed on the Recreation Park Subdivision Drain, to wit: fifteen thousand dollars (\$15,000.00) per year, so as to allow repair of said drain.

NOW THEREFORE, BE IT RESOLVED, that the Charter Township of Ypsilanti Board of Trustees for the municipality of the Charter Township of Ypsilanti hereby approved and authorizes the office of the Water Resources Commissioner to exceed the statutory spending limit of fifteen thousand dollars (\$15,000.00) per year for the repair of the Recreation Park Subdivision Drain in the exceeded amount of eighty-three thousand four hundred dollars (\$83,400.00).

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-12 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on March 19, 2019.

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Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti



February 27, 2019

Ms. Brenda Stumbo Township Supervisor Charter Township of Ypsilanti 7200 S. Huron River Drive Ypsilanti, MI 48197

RE: Budget Amendment for Civic Center and Community Center Roof Replacement Assistance Construction Services Amendment

Dear Ms. Stumbo:

As detailed in my memo dated January 16, 2019, an amendment to OHM services will be needed to cover the additional work being added to the contract and to also cover the additional work that was required to complete Change Order #1. On February 26, 2019 we meet with Supervisor Stumbo, Mike Radzik and Dave Bellers to discuss and review this amendment and coordinate roles on the upcoming project.

The original contract awarded to OHM covered both the Civic Center and the Community Center work. The original budget of \$16,520 for design and construction administration was exhausted by completing the two design projects (Civic Center and Community Center), administering the Community Center project and while working with the Township on a revised scope for the Civic Center including but not limited to, additional water testing that was performed.

We appreciate the opportunity to work on this project and while it has taken a while to get the Civic Center portion moving along, we are confident that we are all moving in the correct direction. We are happy to report that the Community Center Work was completed in 2018 and the contract is closed out. In this amendment, we have outlined the remaining scope and clarifications necessary to complete the <u>Civic Center</u> portion of this project.

PROJECT UNDERSTANDING

The original project consisted of replacing roofs at both the Civic Center, located at 7200 S. Huron River Drive and the Community Center roof, located at 2025 E. Clark Road. The Community Center is complete, and that contract has been closed. This amendment outlines remaining and needed work to continue to administer the Civic Center Roof project. The existing budget has been exhausted between the oversite of the Community Center Roof as well as working with the Township on Change Order #1 and additional water testing that was requested after the award of the contract.

ASSUMPTIONS/CLARIFICATIONS

The same assumptions and clarifications apply to the amendment as the original proposal.

- Design and selection of roof systems and specifications were reviewed and approved by owner as basis of design and align with Capital Improvement Plan. Design of roof system not included in scope of work.
- ▼ It is anticipated that construction for this project will be completed in 2-3 weeks.

Ms. Brenda Stumbo – Roof Replacement Assistance Proposal February 27, 2019 Page 2 of 3



- OHM will be assigned a single point of contact for this project (Dave Bellers / Todd Barber)
- All other tasks added to the scope below can be conducted at an hourly rate or as negotiated between the Township and OHM Advisors (OHM). Additional work will not be conducted prior to Township authorization.

SCOPE

Our scope of professional services includes the following tasks:

Construction Administration & Field Observation

Construction administration services will begin immediately following the approval of Change Order #1 and this amendment. OHM will outline the progress of the project from contractor initiation to completion of final punch list items. Below is a list of remaining tasks to complete the work.

- Reinspection of materials that were previous purchased and delivered to the site and that are currently being stored off site
- Coordination, scheduling and conducting of a new preconstruction meeting.
- Monitor, evaluate and provide administrative action to achieve timely processing of shop drawings and product submittals.
- Provide timely responses to field questions, Request for Information (RFI's), Change Order requests and field memos.
- Perform an interim site visit to evaluate the contractor's progress and verify the contractor's request for payments (OHM estimates one (1) site visit over the 4-weeks in addition to the other visits outlined in this scope.
- Review contractor payments as work is completed.
- Perform a final site walk through and prepare and distribute a final punchlist when contractor has identified substantial completion.
- Finalize final contract paperwork necessary to close out the contract and recommend final acceptance to the Township.

REQUESTED AMMENDMENT TO OHM BUDGET

The above-mentioned services will be performed on an hourly not-to-exceed basis in accordance with the attached Standard Terms & Conditions for a fee broken down by project as follows. The fees below are based on our 2019 Hourly Rates. OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on a monthly basis. The requested budget amendment is estimated to be \$8,450.00. This budget is based on the anticipated 2 to 3 weeks of construction of this project and the site visits as outlined above. Full-time inspection is not included in this scope and will be performed as needed by the building department. Additional inspection can be provided if requested on an hourly rate. Additional items not outlined in this proposal can added on a Time & Material basis (hourly).

The would bring the new total budget to \$24,970. We believe this budget will allow us to perform up to the level of service that the Township expects based on the Community Center Project and don't feel, based on our experience our original budget we had proposed would have allowed to be present enough to meet those expectations.

ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Ms. Brenda Stumbo – Roof Replacement Assistance Proposal February 27, 2019 Page 3 of 3



Thank you for giving us the opportunity to continue to follow through on this project. We look forward to finishing this up in the early spring.

<u>OHM ADVISORS</u> CONSULTANT	
and a second second	(Signature)
Matthew D. Parks, P.E.	(Name)
Principal in Charge	(Title)
	(Date)
	(Signature)
Christopher Ozog, AIA	(Name)
Studio Manager	(Title)
	(Date)

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<u>Charter Township of Ypsilanti</u> CLIENT

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Ms. Brenda Stumbo

Township Supervisor 9 O

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Ms. Karen Lovejoy-Roe

Township Clerk

Charter Township of **Busilanti**

Proclamation

In Honor of National Pollinator Week June 16-22, 2019

WHEREAS the goal of BEE CITY USA is to promote healthy, sustainable habitats and communities for bees and other pollinators; and

WHEREAS bees and other pollinators around the globe have experienced dramatic declines due to a combination of habitat loss, use of pesticides and the spread of pests and diseases, with grave implications for the future health of flora and fauna; and

WHEREAS we all have the opportunity to support bees and other pollinators on both public and private land; and

WHEREAS supporting pollinators fosters environmental awareness and sustainability, and increases interactions among community stewards such as commercial and backyard beekeepers, farmers, children, educators, Master Naturalists, Master Gardeners, plant nurseries, municipalities, neighborhoods, and garden suppliers and clubs; and

WHEREAS the economic benefits of bee-friendliness are many;

WHEREAS Ypsilanti Township continues to promote and support our pollinators by building and creating new habitats on Township property as well as by partnering with residents to create habitats on their property; and

WHEREAS we are also reminding residents to remain "bee friendly" by painting our trash barrels in our park system yellow with a bee on them;

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Ypsilanti Board of Trustees does hereby proclaim the week of June 16-22, 2019 NATIONAL POLLINATOR WEEK in Ypsilanti Township and we encourage all citizens to obtain and share information about the proper uses of fertilizers in order to ensure a healthy future for all.

Dated and signed this 19th day of March, 2019

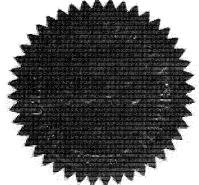
Jenda & Strende

Brenda L. Stumbo, Supervisor

Karen Savejoy Rop

Karen Lovejov Roe, Clerk

Larry J. Doe, Treasurer



Stan Eldridge, Trustee

eather Carrell Roe

Heather Jarrell Roe. Trustee 5-Willia Pouso

Monica Ross-Williams, Trustee

Jimmie Wilson, Jr., Trustee

CHARTER TOWNSHIP OF YPSILANTI 2019 BUDGET AMENDMENT #5

March 19, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Request to increase budget for PTO payout at 75% of the hours requested. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$1,097.00	
		Net Revenues	\$1,097.00	
Expenditures:	Salaries Pay Out - PTO & Sick	101-201-000-708.004	\$1,019.00	
	FICA	101-201-000-715.000	\$78.00	
		Net Expenditures	\$1,097.00	

Request to increase budget for OHM to preform professional services for the Civic Center Roof project. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$8,450.00
		Net Revenues	\$8,450.00
Expenditures:	Civic Center Roof	101-970-000-975.141	\$8,450.00
		Net Expenditures	\$8,450.00

266 - LAW ENFORCEMENT FUND

\$6,103.00 Total Increase

Request to increase budget for PTO payouts at 75% of the hours requested. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	266-000-000-699.000	\$6,103.00
		Net Revenues	\$6,103.00
Expenditures:	Salary-Pay Out	266-301-000-708.004	\$3,280.00
	FICA&Medicare	266-301-000-715.000	\$251.00
	Salary-Pay Out	266-304-000-708.004	\$2,389.00
	FICA&Medicare	266-304-000-715.000	\$183.00
		Net Expenditures	\$6,103.00

Total Increase \$9,547.00

Motion to Amend the 2019 Budget (#5)

Move to increase the General Fund budget by \$9,547 to \$9,537,555 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$6,103 to \$7,680,157 and approve the department line item changes as outlined.

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER ROE MONICA ROSS-WILLIAMS JIMMIE WILSON



Charter Township of Ypsilanti

ACCOUNTING DEPT

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-3702 Fax: (734) 484-5154

STATEMENTS AND CHECKS

APRIL 2, 2019 BOARD MEETING

GRAND TOTAL -	\$ 627,215.64
CREDIT CARDS PURCHASES -	\$ 0.00
HAND CHECKS -	\$ 236,145.34
ACCOUNTS PAYABLE CHECKS -	\$ 391,070.30

Check Date	Check	Vendor Name AOD (hecky Amount
Bank AP AP			
03/12/2019	181523	DTE ENERGY	1,723.92 V
03/12/2019	181524	COMCAST CABLE	39.98
03/14/2019	181525	COMCAST CABLE	116.85
03/14/2019	181526	WASTE MANAGEMENT	726.39
03/14/2019	181527	WASTE MANAGEMENT	57.42
03/14/2019	181528	WASTE MANAGEMENT	1,340.64
03/14/2019	181529	WASTE MANAGEMENT	31,401.44
03/14/2019	181530	WASTE MANAGEMENT	670.50
03/14/2019	181531	WASTE MANAGEMENT	48,291.81
03/14/2019	181532	WASTE MANAGEMENT	107,251.33
03/14/2019	181533	GENE BUTMAN FORD	95.74
03/14/2019	181534	COMCAST CABLE	6,778.81
03/20/2019	181535	COMCAST CABLE	146.44
03/20/2019	181536	COMCAST CABLE	234.85
03/20/2019	181537	COMCAST CABLE	106.85
03/20/2019	181538	COMCAST CABLE	106.85
03/20/2019	181539	COMCAST CABLE	106.85
03/20/2019	181540	COMCAST CABLE	141.85
03/20/2019	181541	COMCAST CABLE	104.85
03/20/2019	181542	CONSTELLATION NEW ENERGY	9,172.46
03/20/2019	181543	CONSTELLATION NEW ENERGY	9,895.48
03/20/2019	181544	PNC INSTITUTIONAL INVESTMENTS	18,941.56
03/20/2019	181545	YPSILANTI COMMUNITY	416.39

237,869.26 1,723.92

Total of 22 Disbursements:

Total of 23 Checks: Less 1 Void Checks:

236,145.34

04/02/2019

04/02/2019

181622

181623

Amount Vendor Name Check Date Check Bank AP AP 170.28 A & R TOTAL CONSTRUCTION, INC. 04/02/2019 181546 122.15 04/02/2019 181547 AAATA 435.00 181548 AARON SIEGFRIED 04/02/2019 65.00 ACCUSHRED LLC 04/02/2019 181549 139.89 ACUSHNET COMPANY 04/02/2019 181550 40.00 04/02/2019 181551 ALAN WILLIARD 1,377.30 ALLGRAPHICS CORPORATION 04/02/2019 181552 1,779.05 AMAZON CAPITAL SERVICES 181553 04/02/2019 510.74 ANN ARBOR CLEANING SUPPLY 04/02/2019 181554 245.28 ANN ARBOR WELDING SUPPLY CO 04/02/2019 181555 791.57 04/02/2019 AUTO VALUE YPSILANTI 181556 7,779.50 BARR ENGINEERING COMPANY 181557 04/02/2019 CALLAWAY GOLF SALES COMPANY 2,525.64 04/02/2019 181558 575.00 CAMPBELL TITLE AGENCY OF MICHIGAN 04/02/2019 181559 17,612.50 CARLISLE/WORTMAN ASSOCIATES 181560 04/02/2019 1,586.20 CHELSEA BRODFUEHRER 04/02/2019 181561 663.80 CINCINNATI TIME SYSTEMS 04/02/2019 181562 1,135.02 04/02/2019 181563 CIT GROUP 42.91 CONGDON'S 181564 04/02/2019 COURT INNOVATIONS INC 540.00 04/02/2019 181565 2,997.01 181566 CRYSTAL FLASH, INC. 04/02/2019 50.00 DANIEL MEDROW 04/02/2019 181567 DAWN FARM 4,287.50 04/02/2019 181568 108.00 DAYLAN JACKSON 04/02/2019 181569 489.00 04/02/2019 181570 DIUBLE EQUIPMENT INC. 6,500.00 181571 EASTERN MICHIGAN UNIVERSITY 04/02/2019 1,965.06 EMERGENCY VEHICLE SERVICES 04/02/2019 181572 130.90 04/02/2019 181573 FEDERAL EXPRESS CORPORATION 323.50 181574 FIBER LINK 04/02/2019 GOODYEAR TIRE & RUBBER COMPANY 818.62 04/02/2019 181575 64.00 04/02/2019 181576 GORDON CRUMP 584.63 04/02/2019 181577 GORDON FOOD SERVICE INC. 294.04 181578 GRAINGER 04/02/2019 93.00 GRIFFIN PEST SOLUTIONS 181579 04/02/2019 3,219.07 HERKIMER RADIO SERVICE 04/02/2019 181580 603.10 HOME DEPOT 04/02/2019 181581 HOWLETT LOCK & DOOR 381.00 04/02/2019 181582 2,030.00 JOHN DOUGLASS 04/02/2019 181583 1,297.80 JUMP-A-RAMA 04/02/2019 181584 225.00 LARDNER ELEVATOR COMPANY 181585 04/02/2019 LINCOLN SCHOOL DISTRICT 19.26 04/02/2019 181586 147.32 LUBRICATION ENGINEERS 04/02/2019 181587 135.00 MADCPO 04/02/2019 181588 1,750.00 MARK HAMILTON 04/02/2019 181589 92.00 MCCULLY'S EDUCATIONAL RESOURCE CTR 181590 04/02/2019 128.25 181591 MCMASTER-CARR 04/02/2019 1,102.65 MICHIGAN LINEN SERVICE, INC. 181592 04/02/2019 MICHIGAN URGENT CARE ANN ARBOR 125.00 181593 04/02/2019 MLIVE MEDIA GROUP 825.00 04/02/2019 181594 300.36 NAPA AUTO PARTS* 04/02/2019 181595 195.00 04/02/2019 181596 NEOPOST 219.61 NYE UNIFORM EAST 04/02/2019 181597 44.00 NYGEL HARGRAVE 181598 04/02/2019 2,319.76 OFFICE EXPRESS 04/02/2019 181599 181600 OKINAWAN KARATE CLUB 576.80 04/02/2019 ORCHARD, HILTZ & MCCLIMENT INC 32,145.00 04/02/2019 181601 395.28 PEPSI BEVERAGES COMPANY 181602 04/02/2019 8,783.61 181603 PRIORITY ONE EMERGENCY 04/02/2019 RAYMOND FRISBIE 100.00 181604 04/02/2019 RESIDEX, LLC 546.50 04/02/2019 181605 331.18 04/02/2019 181606 RICOH USA, INC. 181607 RON BLEVINS 50.00 04/02/2019 RUMFORD INDUSTRIAL GROUP, INC. 570.00 181608 04/02/2019 487.20 04/02/2019 181609 S & S ASSOCIATES, INC. 3.429.30 S & S PARTS 04/02/2019 181610 SAM'S CLUB DIRECT 601.53 181611 04/02/2019 SHRADER TIRE & OIL 733.65 04/02/2019 181612 340.00 181613 STANDARD PRINTING 04/02/2019 15,122.50 181614 STANTEC 04/02/2019 100.00 TARA ROGIER 04/02/2019 181615 357.51 04/02/2019 181616 TEAM GOLF 266.71 181617 THERESE FOOTE 04/02/2019 40.48 THOMAS REUTERS 181618 04/02/2019 164.00 04/02/2019 181619 TINA HOTCHKISS 87.50 181620 TRAVIS ERBY 04/02/2019 207,000.00 U.S. BANK, N.A. 181621 04/02/2019

UNIFIRST CORPORATION

VERIZON CONNECT NWF, INC.

230.65

758.00

User: mharris DB: Ypsilanti-Twp

03/26/2019 02:05 PM CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI Page: 2/2 CHECK NUMBERS 181546 - 181638

Check Date	Check	Vendor Name	Amount
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04/02/2019	181625	W.J. O'NEIL COMPANY	1,199.46
04/02/2019	181626	WASHTENAW COMMUNITY COLLEGE#	333.83
04/02/2019	181627	WASHTENAW COUNTY LEGAL NEWS	450.00
04/02/2019	181628	WASHTENAW COUNTY SHERIFF'S OFFICE	27.00
04/02/2019	181629	WASHTENAW COUNTY TREASURER	770.17
04/02/2019	181630	WASHTENAW COUNTY TREASURER	11,025.00
04/02/2019	181631	WASHTENAW COUNTY TREASURER#	27,479.25
04/02/2019	181632	WASHTENAW INTERMEDIATE	407.98
04/02/2019	181633	WOLVERINE FREIGHTLINER	91.67
04/02/2019	181634	YPSILANTI COMMUNITY	1,385.21
04/02/2019	181635	YPSILANTI COMMUNITY	267.62
04/02/2019	181636	YPSILANTI COMMUNITY SCHOOLS - WR	1,808.37
04/02/2019	181637	YPSILANTI DISTRICT LIBRARY	269.35
04/02/2019	181638	YSHELU JOHNSON	288.75
AP TOTALS:			
Total of 93 Che Less 0 Void Che			391,070.30 0.00

Total of 93 Disbursements:

391,070.30

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS

Charter Township of Ypsilanti

RESOLUTION 2019-07 (In Reference to Ordinance 2019-485)

Amending the Township Code of Ordinances, Chapter 42 Section 210, Regulating the Days and Hours Fireworks May Be Used

Whereas, in 2013, the Michigan Legislature enacted a law which permitted the use of consumer fireworks during specified National Holidays, including the day before and the day after the specified National Holiday: and ;

Whereas, under the State law adopted in 2013 the specified National Holidays were: New Year's Day (January 1); Martin Luther King Jr's Birthday (the third Monday in January); Washington's Birthday (the third Monday in February); Memorial Day (the last Monday in May); Independence day (July 4); Labor Day (the first Monday in September); Columbus Day (the second Monday in October); Veterans Day (November 11); Thanksgiving Day (the fourth Thursday in November); and Christmas Day (December 25).

Whereas, the 2013 State law **expressly** prohibited local municipalities from adopting ordinances regulating the use of fireworks during the National Holidays specified in the law (including the day before and the day after the National Holidays);

Whereas, the Michigan Legislature, on December 28, 2018, in response to citizen complaints regarding the use of fireworks during the 30 days identified as National Holidays, without any local control over the hours or days, adopted Public Act 634 of 2018;

Whereas, under Public Act 634, the Township has the right to prohibit the use of fireworks on any day of the year **except** for the following days of the year: December 31 until 1:00 am on January 1; and the Saturday and Sunday immediately preceding Memorial Day until 11:45 PM on each day; June 29 to July 4 until 11:45 pm on each of those days; July 5 if that date is a Friday or Saturday until 11:45 pm; and the Saturday and Sunday immediately preceding Labor day until 11:45 pm on each day. *Whereas,* under Public Act 634, the Township also has the right to prohibit fireworks **before** 11:00 am; and

Whereas, the Township Board has received numerous complaints from residents concerning the disturbances caused to their families, persons suffering from PTSD, and pets when fireworks are ignited late at night and into the early morning during the 30 National holidays identified in the 2013 State Law; and

Whereas, the Township Board believes that adoption of Ordinance 2019-485 restricting fireworks during specified days and times, permitted under Public Act 634, is in the best interest of the Township and its residents,

Now Therefore, Be it resolved, that Ordinance No. 2019- 485 is hereby adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO. 2019-485

An Ordinance to Amend the Charter Township of Ypsilanti Code of Ordinances, Chapter 42-210 entitled Fireworks

The Charter Township of Ypsilanti hereby ordains that the Charter Township of Ypsilanti Code of Ordinances, Chapter 42-210 entitled Fireworks, is amended as follows:

Delete: In its entirety, Section 42-210 entitled Fireworks and

Add: The following new Fireworks provisions to Chapter 42.

- (a) *Definitions:* As used in this section;
 - (1) Consumer fireworks means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Produce Safety Commission under 16 CFR parts 1500 and 1507, and that are listed in APA standard 87-1, 3.1.2, 3.1.3, or 3.5. Consumer fireworks does not include low-impact fireworks
 - (2) Firework or fireworks means any composition or device, except for a starting pistol, a flare gun, or a flare, designated for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, and special effects.
 - (3) *Low-impact fireworks* means ground and handheld sparking devices as that phrase is defined under APA standard 87-1, 3.3, 3.1.1.1 to 3.1.1.8 and 3.5
 - (4) *Novelties* means that term as defined under APA standard 87-1, 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5 and all of the following:
 - a. Toy plastic or paper caps for toy pistols in sheets, strips, rolls, or individual caps containing not more than .25 or a grain of explosive content per cap, in packages labeled to indicate the maximum explosive content per cap.
 - b. Toy pistols, toy cannons, toy canes, toy trick noisemakers, and toy guns in which toy caps as described in subparagraph (a) are use, that are constructed so that the hand cannot come in contact with the cap when in place for the explosion, and that are not designed to break apart or be separated so as to form a missile by the explosion.
 - c. Flitter sparklers in paper tubes no exceeding one-eighth-inch in diameter.

(b) *Prohibition on use of consumer fireworks:* A person shall not ignite, discharge or use consumer fireworks within the township on any day of the year, except for the following days after 11:00 a.m.

- (1) December 31 until 1 a.m. on January 1.
- (2) The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days.
- (3) June 29 to July 4 until 11:45 p.m. on each of those days.

- (4) July 5, if that date is a Friday or Saturday, until 11:45 p.m.
- (5) The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.

Violation – Civil Infraction

Violation of this ordinance constitutes a municipal civil infraction with a civil fine of \$1,000 for each violation and no other fine or sanction. The local law enforcement agency responsible for enforcement of this ordinance shall be entitled \$500 of the civil fine collected from violations.

Severability

Should any provision or part of the within Ordinance be declared by any court of competent jurisdiction to be invalid or enforceable, the same shall not affect the validity or enforceability of the balance of this Ordinance which shall remain in full force and effect.

Effective Date and Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall take effect after publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2019-485 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on March 5, 2019. The second reading is scheduled to be heard on April 2, 2019.

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Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO 2019-484

An Ordinance Prohibiting Recreational Marijuana Establishments within Ypsilanti Township as Provided by the Recreational Marijuana Ballot Initiative 1 of 2018

The Charter Township of Ypsilanti hereby ordains that pursuant to the authority granted to municipalities in the Recreational Marijuana Ballot Initiative 1 of 2018, otherwise known as the Michigan Regulation and Taxation of Marijuana Act (the Act), as amended, marijuana establishments as defined in the Act, are prohibited within the boundaries of Ypsilanti Township.

Penalty for Violations: Violation of this Ordinance constitutes a municipal civil infraction punishable by a \$500 fine. The violator shall be required to pay all direct and indirect expenses incurred by the Township in connection with the prosecution of the civil infraction. Each day during which a violation continues to exist shall be a separate offense.

The Township may seek injunctive relief against persons alleged to be in violation of this Ordinance and such other relief as may be provided by law.

Severability

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

Publication

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

Effective date

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

NEW BUSINESS

RESOLUTION 2019-20 (In Reference to Ordinance 2019-484)

Prohibition Of Recreational Marihuana Establishments

Whereas, in November of 2018, Michigan voters approved the legalization of recreational marihuana hereinafter referred to as the *2018 Michigan Regulation and Taxation of Marihuana Act*; and

Whereas, prior to the approval of the 2018 Michigan Regulation and Taxation of Marihuana Act Michigan voters and the Michigan legislature approved two (2) separate and independent statutes which govern medical marihuana only, to-wit: the Michigan Medical Marihuana Act, Initiated Law 1 of 2008 legalizing medical marihuana and the Michigan Medical Marihuana Facilities Licensing Act of 2016; and

Whereas, proposed Township Ordinance 2019-484 entitled *Prohibition of Recreational Marihuana Establishments* applies only to commercial recreational marihuana businesses authorized by the **2018 Michigan**

Regulation and Taxation of Marihuana Act; and

Whereas, proposed Township Ordinance 2019-484 does not affect medical marihuana patients' rights or medical marihuana caregivers' rights under the *2008 Medical Marihuana Ballot Initiative*, including an individual medical marihuana patient's right to grow up to twelve (12) marihuana plants for personal use or a medical marihuana caregivers right to grow up to seventy-two (72) plants for their patients and themselves, and;

Whereas, the focal point of proposed Township Ordinance 2019-484 concerns potential recreational marihuana businesses that could be located within the boundaries of the Charter Township of Ypsilanti ; and

Whereas, under the 2018 *Michigan Regulation and Taxation of Marihuana Act*, a recreational marihuana business includes a number of different types of commercial enterprises which are as follows:

1

- (1) Recreational marihuana growers and sellers of up to 2,000 marihuana plants;
- (2) Recreational marihuana safety compliance
 facilities (defined as testing facilities for potency and presence of contaminants);
- (3) Recreational marihuana processors (preparation of marihuana plants by compounding, blending, extracting, and infusing marihuana);
- (4) Recreational marihuana microbusinesses (cultivates, processes, and packages up to 150 marihuana plants);
 and
- (5) Recreational marihuana retailer (retail sale of marihuana)
- (6) Recreational marihuana transporters (transports marihuana to and from other marihuana establishments); and

Whereas, under the 2018 *Michigan Regulation and Taxation of Marihuana Act* the Michigan Department of Licensing and Regulatory Affairs (LARA) is responsible for adopting rules and regulations applicable to commercial recreational marihuana businesses; and

Whereas, LARA's initial meeting regarding the drafting of rules and regulations to govern recreational marihuana businesses pursuant to the *2018 Michigan Regulation and Taxation of Marihuana Act* was scheduled to convene during the week of *March 25, 2019*; and

Whereas, under Governor Gretchen Whitmer's recent executive order, a new State agency is expected to oversee the licensing of recreational marihuana businesses pursuant to the *2018 Michigan Regulation and Taxation of Marihuana Act* once the governing the rules and regulations have been properly promulgated and approved as required by the Act; and

Whereas, Municipalities have the right, under the **2018** *Michigan Regulation and Taxation of Marihuana Act*, to decide whether commercial recreational marihuana businesses are permitted within their communities and if they are permitted, the type or types of businesses so allowed, the zoning districts in which said businesses would be permitted as well as the enactment of other local regulations and requirements that would be deemed to be in the best interests of the community; and

Whereas, before the Ypsilanti Township Board of Trustees can consider the salient issues of whether commercial recreational marihuana businesses are in the best interests of the Township, and if so, the types of businesses that may be suited to the Township based upon the zoning district(s) for such businesses and whether other local regulations and requirements should be adopted, the Township Board needs to be fully apprised prior thereto of all of the rules and regulations that will be promulgated and adopted by LARA governing commercial recreational marihuana businesses pursuant to the *2018 Michigan Regulation and Taxation of Marihuana Act*,; and

Whereas, pursuant to the 2018 Michigan Regulation and Taxation of Marihuana Act, if the Township does not adopt an Ordinance prohibiting commercial recreational marihuana businesses, any commercial recreational marihuana business licensed by the State, is automatically allowed to operate within Ypsilanti Township; and

Whereas, in order to avoid a situation where a commercial recreational marihuana business is licensed by the State to operate within the Township, before the Township Board has carefully considered whether to allow the businesses to operate within the Township, the Township Board hereby determines that it is in the best interest of the Township to maintain the status quo until the State of Michigan by and through LARA adopts the required rules and regulations applicable to commercial recreational marihuana businesses so as to allow the Township Board an opportunity to carefully review the same;

Now Therefore,

Be it resolved, that Ordinance No. 2019- 484 prohibiting recreational marihuana establishments (businesses) within Ypsilanti Township as set forth in

3

the 2018 Michigan Regulation and Taxation of Marihuana Act is hereby

adopted by reference.

CHARTER TOWNSHIP OF YPSILANTI

COUNTY OF WASHTENAW, STATE OF MICHIGAN

PROPOSED ORDINANCE 2019-484

Prohibition of Recreational Marihuana Establishments Ordinance

An ordinance to provide a title for the ordinance; to define words; to

prohibit marihuana establishments within the boundaries of the Charter Township

of Ypsilanti pursuant to Initiated Law 1 of 2018, MCL 333.27951 et seq as may

be amended; to provide penalties for violation of this ordinance; to provide for

severability; to repeal all ordinances or parts of ordinances in conflict therewith;

and to provide an effective date.

CHARTER TOWNSHIP OF YPSILANTI COUNTY OF WASHTENAW, STATE OF MICHIGAN

ORDAINS:

<u>Section I</u> <u>Title</u>

This ordinance shall be known as and be cited as the Charter Township of Ypsilanti Prohibition of Marihuana Establishments Ordinance.

<u>Section II</u> Definitions

Words used herein shall have the definitions as provided for in *Initiated*

Law 1 of 2018, MCL 333.27951 et seq, as may be amended.

Section III No Marihuana Establishments

The Charter Township of Ypsilanti hereby prohibits all marihuana

establishments within the boundaries of the Township pursuant to Initiated Law

1 of 2018, MCL 333.27951 et seq as may be amended.

Section IV Violations and Penalties

- Any person who disobeys, neglects or refuses to comply with any provision of this ordinance or who causes, allows or consents to any of the same shall be deemed to be responsible for the violation of this ordinance. A violation of this ordinance is deemed to be a nuisance per se.
- 2. A violation of this ordinance is a municipal civil infraction, for which the fines shall not be less than One Hundred and No/100 (\$100.00) Dollars nor more than Five Hundred and No/100 (\$500.00) Dollars, in the discretion of the Court. The foregoing sanctions shall be in addition to the rights of the Township to proceed at law or equity with other appropriate and proper remedies. Additionally, the violator shall pay costs which may include all expenses, direct and indirect, which the Township incurs in connection with the municipal civil infraction.
- Each day during which any violation continues shall be deemed a separate offense.
- In addition, the Township may seek injunctive relief against persons alleged to be in violation of this ordinance, and such other relief as may be provided by law.
- 5. This ordinance shall be administered and enforced by the Ordinance Enforcement Officer of the Township or such other person(s) as designated by the Township Board from time to time.

Section V Severability

The provisions of this ordinance are hereby declared to be severable. If any clause, sentence, word, section or provision is hereafter declared void or unenforceable for any reason by a Court of competent jurisdiction, it shall not affect the remainder of such ordinance which shall continue in full force and effect.

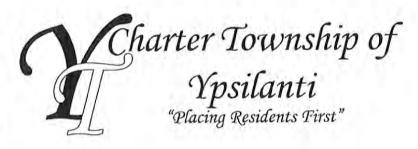
<u>Section VI</u> <u>Repeal</u>

All ordinance or parts of ordinances in conflict herewith are hereby repealed.

Section VII Effective Date

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

Superaisar BRENDA L. STUMBO Clerki KAREN LOVEJOY ROE *Freasurer* LARRY J. DOE *Trustees* STAN ELDRIDGE HEATHER JARRELL ROE MONICA ROSS-WILLIAMS JIMMIE WILSON, JR.



Supervisor's Office

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 481-0617 Fax: (734) 484-0002 www.ytown.org

TO: Township Board

FROM: Brenda L. Stumbo, Supervisor

DATE: March 22, 2019

RE: Appointment to the AAATA Board

There will be a vacancy on the AAATA Board when Lawrence Krieg's term expires in May and I have been contacted by several residents who are interested in the position. After meeting with each one, I am recommending that Ryan Hunter be appointed to fill the vacancy, with a term of 5/1/19 - 4/30/24.

Ryan is a Township resident and works as a Field Representative for Congresswoman Debbie Dingell, I have attached his resume for your review. With Ryan's knowledge of our community and his work experience, he will be a great asset for the AAATA Board.

If you have any questions, please let me know.

tk

Attachment

Ryan C. Hunter

222 South Hewitt Road Apartment 302 Ypsilanti, MI 48197 313-320-2307 rhunte12@gmail.com

PROFESSIONAL EXPERIENCE

United States House of Representatives Dearborn, MI

Field Representative for the office of Congresswoman Debbie Dingell

- Responsible for representing Congresswoman Dingell's position on legislative and regulatory affairs to elected representatives, public officials, and their staffs.
- Plan & coordinate community events in-district for Congresswoman Dingell to attend
- Develop & maintain strategic relationships with elected officials, and organizations
- Provide Congresswoman Dingell with comprehensive updates of community-based projects
- Resolve & manage casework in areas of Social Security, Medicare, and Health Care
- Compose grant support letter for organizations applying for federal grant opportunities
- Provide and act as congressional liaison support with state and local elected offices
- Update Congresswoman Dingell of all local news through daily memos and communications
- Researches and prepares internal and external reports and articles
- Staff Congresswoman Dingell when needed for events, meetings, and media appearances
- Manage and maintain daily staff operations for the Ypsilanti location while working under minimal direction

Aerotek Recruiting Agency Ann Arbor, Michigan

Staffing Recruiter

Simon Mall Representative

- Developed recruiting strategies to identify qualified candidates with Energy industry experience
- Evaluated candidates' strengths compared to client organization requirements
- Conducted interviews with job candidates, and performed background checks
- Coached candidates on soft-skills in preparation for on-site interviews
- Negotiated wage rates and other terms of employment with candidates
- Managed and supervise current contractors, contract-to-hire, and direct placement employees
- Performed on-site evaluations with contractors, and client organizations

Ann Arbor Independent Newspaper Ann Arbor, Michigan Staff Reporter

- Researched possible story topics
- Wrote news and feature articles for publication
- ٠ Developed stories that are accurate, timely, and interesting
- . Conduct in-depth interviews, with both friendly & hostile subjects
- Synthesize seemingly disconnected information into cohesive report, or log ٠
- Met weekly reporting deadlines .

Simon Malls/Briarwood Mall Ann Arbor, Michigan

- Represented company to mall patrons, & corporate partners ٠
- . Handled phone calls regarding corporate-client accounts
- Assisted potential corporate clients to define business needs and develop sales opportunity
- Managed and reported own daily finances, and reconciliation ledger
- Assisted with operation of mall-sponsored marketing events •
- Maintained active communication with security staff •
- Acted as dispatcher for security-team as needed

March 2013 - February 2015

October 2014 -September 2015

July 2015 - February 2016

February 2016-Present

EDUCATION

Eastern Michigan University Ypsilanti, Michigan Bachelor of Science in Political Science Honors & Merits:

- Model United Nations
- Dean's List, 2 semesters

Washtenaw Community College Ann Arbor, Michigan

Liberal Arts-Transfer Honors & Merits:

- Five Star Leadership Development Program
- President Black Student Union
- Treasurer Art Club

SKILLS

- Knowledge of legislative & political processes
- Knowledge of media relations dynamics
- Ability to produce commercial use photography
- Comfortable with public speaking
- Effective oral and written communication skills
- Ability to work with diverse personalities
- Ability to negotiate and influence others
- Ability to foster and maintain collaborative relationships with

legislators, legislative staff, peers, subordinates and other members of management

 Ability to travel as necessary

June 2016

June 2012

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION NO. 2019-08

FEE SCHEDULE AND VALUATION DATA FOR BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, SIGN AND BIKE PATH PERMITS

WHEREAS, Section 6 and 22 of Act 230 of the Public Acts of 1972, being the State Construction Code Act of 1972 provides for the establishment and collection of fees; and

WHEREAS, Article II of the Buildings and Building Regulations Code of the Charter Township of Ypsilanti assures responsibility for the administration and enforcement within the township of the State Construction Code Act of 1972 as amended, and the building, plumbing, mechanical, and electrical codes promulgated thereunder, as amended; and

WHEREAS, the Township Board has established other permits to be administered by the Building Department and establishes fees for said permits; and

WHEREAS, the Township Board last reviewed Building, Mechanical, Electrical and Plumbing permit fees in December of 2016.

NOW, THEREFORE, BE IT RESOLVED that the attached said fees, valuation data and inspection policy are hereby established.

BE IT FURTHER RESOLVED that all previous resolutions regarding fees or valuation date for building, electrical, plumbing, mechanical, sign or bike path permit fees are hereby revoked.

BE IT FURTHER RESOLVED that Resolution No. 2019-08 shall become effective May 6, 2019.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To:	Karen Lovejoy Roe, Clerk
From:	Michael Radzik, OCS Director Dave Bellers, Chief Building Official
Re:	Request to approve Fee Schedule and Valuation Data for Building, Electrical, Plumbing, Mechanical, Sign and Bike Path permits.
Сору:	Brenda Stumbo, Supervisor McLain & Winters, Township Attorneys
Date:	March 22, 2019

Office of Community Standards staff recently completed an evaluation of building and trade permit fees and permit application formatting. At the direction of Chief Building Official Dave Bellers, fee adjustments and a standardized permit application format have been developed and recommended for implementation effective May 6, 2019. The changes will more closely align Building Department operations with standards in use at most other area municipalities and will enhance efficiency for the department's customers.

Furthermore, staff has thoughtfully analyzed construction costs in the Ypsilanti Township area as compared to the International Code Council (ICC) valuation data that is currently used to verify improvement costs reported by customers seeking permits. Staff has determined that local construction costs are approximately 75% of the ICC valuation data, which is a national average. Accordingly, Mr. Bellers recommends adjusting our valuation numbers to 75% of published ICC data to appropriately adjust costs for property owners.

The Board of Trustees last reviewed all building and trade permit fees and valuation data on November 1, 2016. Resolution No. 2019-08, the proposed fee schedule, the most recent ICC valuation chart, and copies of proposed permit application forms are enclosed for reference.

Please place this request on the agenda for the April 2, 2019 meeting of the Board of Trustees for its consideration. If approved, the changes will be effective on May 6, 2019 to give clerical staff adequate time to learn the changes and update permit and invoice programming in the BS&A software.

Enclosures: Resolution 2019-08 2019 Building Department Fee Schedule (proposed) February 2019 ICC Valuation Chart

7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-4393



BUILDING PERMIT FEES

Administration Fee (non-refundable) - \$25 Minimum Permit Fee (not including administration fee) - \$50 Permit Cancelation Fee - \$25 or 25% (whichever is greater)

DECSCRIPTION	FEE	DESCRIPTON	FEE	
SPECIAL INSPECTION		TEMPORARY CERTIFICATE C	F OCCUPANCY	
Special Inspection	\$50	One and Two Family Residential	\$75	
After Hours Inspections (per hr 2 hr. min)	\$55	Multi-Family, Commercial & Industrial	\$250	
FEE BASED ON IMPROVEMENT COST	s	RE-OCCUPANCY (NON-RE	SIDENTIAL)	
\$1.00 - \$3,000	\$50	Inspection and Certificate	\$75	
Each \$1,000 (or part of) over \$3,000	\$10	BIKE PATH (One time charge)		
EXCEPTIONS		\$501 - \$10,000		
Deck Valuation Cost per Square Foot - Wood	\$20	\$10,001 - \$50,000		
Deck Valuation Cost per Square Foot - Composite	\$40	\$30 + \$5 for each \$1,000 or part thereof over \$10,000		
Basement Finish Valuation per Square Foot	\$30	\$50,001 - \$100,000		
Roofing Valuation Cost Per Square (100 sq. ft.)	\$300	\$50 + \$3.50 for each \$1,000 or part thereof over \$50,000		
Siding Valuation Cost per Square (100 sq. ft.)	\$350	\$100,001 and above		
PLAN REVIEW		\$67.50 + \$1 for each \$1,000 or part	thereof over \$100,000	
New Single Family Residential	\$50	OTHER		
All Other Residential Projects	\$25	Zoning Permit - \$50 minimum		
Multi-Family, Commercial, Industrial	\$300	Sign face change, fences, driveways and s	heds of 100 sq. ft.	
(or 25% of building permit fee, whichever is greater)		Code Inspection - \$50 minimum		
		(per each trade inspection)		

Improvement cost shall be determined by applying the following building valuation data. The most recent International Code Council Building Valuation Date may be view at: https://www.iccsafe.org/codes-tech-support/codes/code-development-process/building-valuation-data/

All other item not provided for in the Building Valuation Data shall bear reasonable costs to actual value (not material costs) and are subject to the review and possible adjustment of the Building Official

Section 6 and 22 of Act 230 of the Public Acts of 1972, being the State Construction Code Act of 1972 provides for the establishment and collection of fees.

Article II of the Buildings and Building Regulations Code of the Charter Township of Ypsilanti assures responsibility for the administration and enforcement within the township of the State Construction Code Act of 1972 as amended, and the building, plumbing, mechanical, and electrical codes promulgated thereunder, as amended.

FIRE SUPPRESSION PERMIT FEES

Administration Fee (non-refundable) - \$25 Minimum Permit Fee (not including administration fee) - \$50

Permit Cancelation Fee - \$25 or 25% (whichever is greater)

DESCRIPTION	FEE
FIRE SUPPRESSION	
Fire Sprinkler Plan Review	\$400
Fire Sprinkler Inspection (up to 20 heads)	\$100
Fire Sprinkler Inspection (over 20 heads)	\$100 + \$.75 ea.
Fire Sprinkler Hydrostat Test	\$100
Kitchen Hood System Plan Review & Wet Test	\$150
Paint Booth Plan Review and Test	\$150
Inspection Fee (Wet Test / Paint Booth)	\$50 ea.

FIRE	ALARM	
Adminis	tration Fee (i	
Minimum Permit	Fee (not incl	
Permit Cancelation Fee - \$25 or 25% (whichever is greater)		
DESCRIPTION	FEE	
FIRE ALARMS		
Fire Alarms / 1 - 10 Devices	\$50	
Fire Alarms / 11 - 20 Devices	\$100	
Fire Alarms / more than 20 Devices	\$100 + \$5 ea.	
Fire Alarm Plan Review	\$100	
Fire Alarm Test (Bldg., Fire, Elec.)	\$150	

ELECTRICAL PERMIT FEES Administration Fee (non-refundable) - \$25 Minimum Permit Fee (not including administration fee) - \$50				
Permit Cancela	tion Fee - \$25	or 25% (whichever is greater)		
DESCRIPTION	FEE	DESCRIPTION	FEE	
1. A/C Residential	\$20	18. Power Units - Up to 10 hp kva	\$8	
A/C Interruptible meter	\$20	(Motor / > 10 - 20 hp/kva	\$12	
2. A/C Commercial, GEO Thermal		Transformers) > 20 - 40 hp/kva	\$15	
up to 5 ton	\$22	> 40 - 60 hp/kva	\$20	
over 5 ton - up to 40 ton	\$40	> 60 - 75 hp/kva	\$40	
over 40 ton	\$60	> 75 - 100 hp/kva	\$60	
3. Ceiling Fan / Exhaust Fan	\$8	> 100 hp/kva	\$80	
4. Circuits 1 to 60 (EACH)	\$11	19. Pump (sump & fire)	\$8	
61 & up (EACH)	\$3	20. Re-Inspection	\$50	
5. Dishwasher	\$10	Renewal	\$50	
6. Disposal	\$10	21. Rough Inspection	\$25	
7. Electric Dryer / Range / Oven		3 Roughs	\$60	
220 / 240 Pwr Unit, Water Heater (1st unit)	\$17	4-5 Roughs	\$75	
Additional Units each	\$15	Each addition rough over 5	\$15	
8. Electrical Space Heating / First Room	\$17	22. Service New, 100 amp or less	\$20	
Each Additional Room	\$15	(service ent cables) >100 - 200 amp	\$27	
9. Each Feeder up to 100 ft. (Busway)	\$38 ea.	>200-400 amp	\$50	
Over 100 ft., ea. 100 ft. increment up to 1000 ft.	\$18 ea.	>400-800 amp	\$70	
Over 1000 ft., ea. 100 ft. increment	\$4 ea.	>800	\$100	
10. Fixtures - 25 lamps or tubes		Temporary Serviceamp	\$50	
(1000 wt. floodlights, cluster of floodlights,		Commercial Service Relocate/Chg. Ser amp	\$80	
clusters of floodlights=1000 wt., neon type	\$15 each set	23. ***Smoke Detectors - First 5 = \$20 and	***	
gas tube lamp - lamp shall be considered as		each add'l 4 or faction thereof = \$7		
one power unit)		24. Special Inspection - general	\$50	
11. Furnace	\$12	Carnivals, circus, road shows	\$100	
12. Garage Door Opener	\$8	25. Standby Generator 0-5 kw/kva	\$40	
13. General Repair	\$40	Load Calculations required 5-30 kw/kva	\$60	
14. Hot Tub / Spa	\$30	for whole house generators Over 30 kw/kva	\$60	
Hydro massage Tub	\$15	26. Other - call for fees	\$40	
15. Low Volt Burglar CCTV	A	27. Annual Maintenance Permit		
Data Phone Security	\$40 each system	Commercial / Industrial < 25,000 sq. ft.	\$75	
Commercial requires 1 Rough-Minimum	system	25,001 to 50,000 sq. ft.	\$100	
16. Pool Wiring - Above & In ground		50,001 to 100,000 sq. ft.	\$150	
With one motor	\$43	over 100,000 sq. ft. call for fees		
Each additional motor	\$4	28. Solar Panel (each)-Needs Plan Review	¢10	
17. Office / Modular / Furniture		and Building Permit	\$10	
Each cubical or work up to 50	\$8			
Each cubical or work up to 50	\$5			
Each power pole	\$8			

	MECH	IANICAI	PERMIT FEES				
	Administration Fee (non-refundable) - \$25						
Minimum Permit Fee (not including administration fee) - \$50							
	Permit Cancelation Fee - \$25 or 25% (whichever is greater)						
DESCRI	DESCRIPTION FEE DESCRIPTION FEE						
	rtenances-Humidifiers, Air Cleaners		13. Duct Smoke Detectors				
	furnace	\$13	First 5 detectors or less (each unit)	\$20			
With	out furnace	\$25	Each additional detector	\$7			
2. Make	-Air Unit / Air Handlers	\$40	14. Exhaust Fans - Residential				
	r (Res-see gas fired equipment)		Kitchen/bath (etc.) fans	\$20			
	ney, Factory built/liner	\$30	14. (a) Commercial Bath Fans	\$20			
	illed with new furnace	\$15	15. Fuel-Oil Fired Equipment (burners,	, -			
	add'l at same occupancy	\$12	tanks) & solid fuel appliances) Room				
5. Comn	nercial kitchen hoods, dip tanks,	,,	Heaters (stoves/portable & wood	\$40			
	y booths, ind furn. Ea. sys	\$50	burning fireplace)				
6. Comn	nercial hood plan review	\$150	All other under 5 GPH	\$35			
+\$25	per page	\$25 ea.	All other over 5 GPH	\$50			
7. Comp	pressor (see Refrigeration)		Alterations to existing	\$30			
8. Damp	pers - Automatic & fixed vent	4	16. Gas Fired Appliance - Burners	Make:			
damp	pers with furnace	\$20	Model #	BTU:			
9. Damp	pers only	\$30	Less that 75,000 BTU	\$50			
10. Damp	ers Fire/Smoke (Commercial)		75,001 to 500,000 BTU	\$60			
First	5 units - each unit	\$10	Over 500,000 BTU	\$70			
Each	additional unit (same location)	\$4	(call if over 5 units at same location)				
11. Duct/p	pipe alteration-comm minor	\$50	17. Gas Piping - Residential	\$30			
Comp	olete-commercial	\$75	Commercial Under 2" each 60'	\$40			
VAV I	boxes each	\$20	Commercial Over 2" each 60'	\$60			
12. Duct/	pipe alteration (Residential)	\$25	Pressure Test - Residential	\$30			
Comp	olete residential and/or over 2	ć: o	Pressure Test - Commercial (each)	\$30			
bran	ch ducts or registers	\$50	Not Ready/Disapproved (res/comm)	\$50			
18. Gener	rator	\$35	20. Re-inspection	\$50			
19. Refrig	eration Installation	Make:	21. Renewal or Transfer	\$50			
Mode	el #	H/P	22. Water Heater - Replacement Only	\$30			
Remo	te systems activated by motors of	ć20	23. GENERAL REPAIRS	\$40			
5hp c	or less	\$30	24. Extra Rough Inspections (each)	\$40			
Syste	ms activated by motors or engines	ėco.	25. Special Inspections, Geo Thermal	¢E0			
over 5	5hp to 30 hp	\$60	Systems or Mini Splits	\$50			
Over 3	30hp	\$120	26. Plan Review (if applicable)				

PLUMBING PERMIT FEES							
	Administration Fee (non-refundable) - \$25						
Minimum Permit Fee (not including administration fee) - \$50							
	Permit Cancelat	ion Fee - \$25	or 25% (whichever is	greater)			
DESCRIPTION		FEE	DESCRIPTION		FEE		
1. Air Admit Valve		\$12	24. Underground Irrigation	n	\$50		
2. Bathtubs		\$12	with backf	low device			
3. Backflow Preventers **		\$20	25. Underground Inspecti	ion	\$30		
4. Catch Basins / Manhole	S	\$15	26. Urinals		\$12		
5. Dishwashing Machine		\$12	27. Water Closet (Toilet)		\$12		
6. Drinking Fountains		\$12	28. Water Heater (Not Ta	nkless)	\$25		
7. Floor Drain Traps		\$12	29. Water Heater Comme	ercial	\$50		
8. Garbage Disposal		\$12	30. Water Heater (Tankles	s)	\$25		
9. Hose Bibbs		\$12	31. Water Dist Size	Water Service			
10. Laundry Trays		\$12	Per 100 ft. each	Per 50 ft.			
11. Lavatories (bathroom s	sink)	\$12	1/2"	3/4"	\$20		
12. Medical Gas System		\$50	3/4"	1"	\$22		
More than 1 system a	at same time	\$20 ea.	\$20 ea. 1" 1 1/4"				
13. Medical Pressure Test			\$35				
14. Passive Radon System		\$12	1 1/2"	2"	\$50		
15. Pump / Waterlift / Ejeo	tor	\$12 2" 2 1/2"		\$65			
16. Reinspection fee \$45 2 1/2"		2 1/2"	3"	\$80			
Renewal fee		\$50	3" 4"		\$100		
17. Replacement Piping (sa	ame size)	\$30	Exceeding 4"	Exceeding 4" Exceeding 4"			
18. Showers		\$12	32. Water Treatment Dev	vice	\$12		
19. Sinks		\$12	33. Additional Rough \$25				
20. Special Equip - humidif	ier/beverage mach.	Call	34. General Repairs \$40				
21. Stacks (new alteration)	(soil, waste, vent)	\$12	35. Other (call for fee)				
22. Subsoil drains		\$30	** Certification test report	required for main & bypa	ss devices. If part		
23. Sump / Interceptors	ptors \$12 of Fire Suppression, permit not subject to minimum or			m or admin fee.			
	The following	g can be pulled by	excavators, etc. (Exterior On	nly)			
Sanitary Sewer	Storm Sewer		Sanitary Sewer Repair - Up	\$30			
NEW Each 60 ft.	Each 60 ft.		Over 10' up to 50' \$				
Up to 6"	Up to 6"	\$50	Each add'l 50' or faction thereof at the \$30				
8"	8"	\$60	same time \$30				
10"	10"	\$70	Manholes / Catch Basins (each) \$30				
12"	12"	\$80	Crock to iron / Lead Connection \$30				
14"	14"	\$100	Cap off of Sewer / Open P	iping	\$30		
16" \$120 Water Service Connection - see Water							
Over 16"	Over 16"	\$150	Distribution for price				



Building Valuation Data – FEBRUARY 2019

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in August 2019. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the "average" construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2018 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are "average" costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural

building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

- 1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
- 2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.

Permit Fee Multiplier =

Bldg. Dept. Budget x (%)

Total Annual Construction Value

Example

3.

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

Permit Fee Multiplier =
$$\frac{3300,000 \times 75\%}{330,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

Permit Fee = Gross Area x Square Foot Construction Cost X Permit Fee Multiplier

Example

Type of Construction: IIB

- Area: 1st story = 8,000 sq. ft.
- 2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

- 1. Gross area: Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
- Square Foot Construction Cost: B/IIB = \$175.70/sq. ft.
- 3. Permit Fee: Business = 16,000 sq. ft. x \$175.70/sq. ft x 0.0075 = \$21,084

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	246.61	238.50	232.82	223.18	209.86	203.80	216.12	191.69	184.50
A-1 Assembly, theaters, without stage	225.65	217.54	211.85	202.22	189.15	183.09	195.16	170.98	163.79
A-2 Assembly, nightclubs	191.96	186.56	182.12	174.70	164.94	160.39	168.64	149.29	144.33
A-2 Assembly, restaurants, bars, banquet halls	190.96	185.56	180.12	173.70	162.94	159.39	167.64	147.29	143.33
A-3 Assembly, churches	226.69	218.58	212.89	203.26	191.60	185.54	196.20	173.43	166.24
A-3 Assembly, general, community halls, libraries, museums	190.63	182.52	175.84	167.20	153.09	148.07	160.14	134.97	128.78
A-4 Assembly, arenas	224.65	216.54	209.85	201.22	187.15	182.09	194.16	168.98	162.79
B Business	197.81	190.62	184.70	175.70	160.65	154.63	168.95	141.15	134.99
E Educational	209.43	202.23	196.97	188.01	175.28	166.43	181.55	153.08	148.70
F-1 Factory and industrial, moderate hazard	117.60	112.19	105.97	101.84	91.54	87.26	97.61	75.29	70.95
F-2 Factory and industrial, low hazard	116.60	111.19	105.97	100.84	91.54	86.26	96.61	75.29	69.95
H-1 High Hazard, explosives	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	N.P.
H234 High Hazard	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	63.56
H-5 HPM	197.81	190.62	184.70	175.70	160.65	154.63	168.95	141.15	134.99
I-1 Institutional, supervised environment	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
I-2 Institutional, hospitals	330.92	323.73	317.81	308.81	292.72	N.P.	302.06	273.22	N.P.
I-2 Institutional, nursing homes	229.68	222.49	216.58	207.57	193.53	N.P.	200.83	174.02	N.P.
I-3 Institutional, restrained	224.86	217.67	211.75	202.75	188.96	181.94	196.00	169.45	161.29
I-4 Institutional, day care facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
M Mercantile	142.95	137.54	132.11	125.68	115.38	111.83	119.62	99.73	95.77
R-1 Residential, hotels	199.70	192.92	186.99	179.78	164.90	160.43	179.93	148.60	143.96
R-2 Residential, multiple family	167.27	160.49	154.56	147.35	133.71	129.23	147.50	117.40	112.76
R-3 Residential, one- and two-family ^d	155.84	151.61	147.83	144.09	138.94	135.27	141.72	130.04	122.46
R-4 Residential, care/assisted living facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
S-1 Storage, moderate hazard	108.99	103.58	97.35	93.22	83.14	78.87	88.99	66.89	62.56
S-2 Storage, low hazard	107.99	102.58	97.35	92.22	83.14	77.87	87.99	66.89	61.56
U Utility, miscellaneous	85.30	80.55	75.51	71.75	64.72	60.49	68.56	51.18	48.73

Square Foot Construction Costs a, b, c

a. Private Garages use Utility, miscellaneous

b. For shell only buildings deduct 20 percent

c. N.P. = not permitted

d. Unfinished basements (Group R-3) = \$22.45 per sq. ft.

FEE SCHEDULE AND VALUATION DATA FOR BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, SIGN AND BIKE PATH PERMITS

An administrative investigative fee of \$100 shall be assessed if a permit was not obtained prior to the commencement of work

2016 BUILDING PERMIT FEE SCHEDULE

Minimum Fee Contractor Registration Fee All Re-Inspection Fees Permit Cancelation Fee	\$15.00 \$50.00
 Special Inspection After Hours Inspection (per hr. – 2-hr. minimum 	

FEE SCHEDULE BASED ON IMPROVEMENT COSTS AS FOLLOWS

•	\$1.00 - \$3,000\$50.0	0

• Each \$1,000 (or part of) over \$3,000\$10.00

Improvement cost shall be determined by applying the following building valuation data. The most recent International Code Council's Building Valuation Data may be viewed at https://www.iccsafe.org/codes-tech-support/codes/code-developmentprocess/building-valuation-data/ Exceptions:

•	Deck Valuation Costs per Square Foot	\$20.00
•	Basement Finish Valuation Costs per Square Foot	\$30.00
•	Roofing Valuation Costs per Square (100 square feet)\$	200.00
•	Siding Valuation Costs per Square (100 square feet)\$	200.00

All other items not provided for in the Building Valuation Data shall bear reasonable costs to actual value, (not material costs) and are subject to the review and possible adjustment of the Building Official.

PLAN REVIEWS

٠	New Single Family Residential	\$50.00
٠	All other residential projects	\$25.00
•	Multi-Family, Commercial, Industrial: building permit fee, whichever is greater	\$300 or 25% of
•	Outside Plan Review	Cost times 1.2
TE	MPORARY CERTIFICATES OF OCCUPANCY	
•	One and Two-family Residential	\$75.00

Multi-family, Commercial, Industrial\$250.00

RE-OCCUPANCY (NON-RESIDENTIAL)

Other:

Zoning Permit shall be \$50.00 minimum (Signs face change, fences, driveways, and sheds over 100 square feet)

Code Inspections shall be a minimum of \$50.00 per inspection per trade.

BIKE PATH PERMITS

The bike path permit is a one-time charge, at the time of issuing building permits for new construction of homes, multi-family, commercial, and industrial buildings. These permit fees shall be used to pay for the costs of installing, constructing and maintaining the bike paths throughout the Township.

Fee Schedule as follows:

- \$501.00 to \$10,000.....\$35.00
- \$10,001 to \$50,000......\$30.00 + \$5.00 for each \$1,000, or part thereof over \$10,000
- \$50,001 to \$100,000...\$50.00 + \$3.50 for each \$1,000, or part thereof over \$50,000.00
- \$100,001 and above......\$67.50 + \$1.00 for each \$1,000, or part thereof over \$100,000

SECTION 6 - NEW CONSTRUCTION INSPECTIONS REQUIREMENTS

ELECTRICAL: SINGLE-FAMILY RESIDENTIAL

- Temporary Service, Rough Insp., Final Insp., and Permanent Service shall be required.
- A permanent/auxiliary generator will require a final inspection.

ELECTRICAL: MULTI-FAMILY, COMMERCIAL, AND INDUSTRIAL

- For a multiple-family structure or multi-tenant commercial or industrial buildings, a rough and final inspection shall be required for each designed unit in such a structure.
- For all other buildings of this class, inspections shall be required for each visit required from the electrical inspector. The inspector shall estimate the number of visits required.
- A separate inspection shall be required for a temporary service and final service.

MECHANICAL: SINGLE-FAMILY RESIDENTIAL

- Rough mechanical inspection, if applicable, final mechanical inspection and gas line, (if applicable), shall be required for each heating system. Gas line pressure test shall also be required. A rough fireplace and final fireplace shall be required for each heating system. A separate inspection shall be required for each cooling system. A heating or cooling unit without a distribution system shall require one inspection. A mobile home shall require two inspections, gas line and final.
- A permanent/auxiliary generator will require a final inspection.

MECHANICAL: MULTIPLE-FAMILY, COMMERCIAL, AND INDUSTRIAL

- Each heating and/or cooling unit shall require one inspection. Each heating and/or cooling unit with a distribution system shall require an additional inspection provided, however, that a combined distribution system shall only require one inspection. Where an underground inspection in required, an additional inspection shall be charged per building.
- A fireplace in a multiple-family building shall also require a rough fireplace and final fireplace inspection.
- Refrigeration units of one horsepower or greater shall require one inspection per unit plus one inspection for each distribution system.

PLUMBING: SINGLE-FAMILY RESIDENTIAL

• Requires five (5) inspections: water /sewer service, sump line, underground plumbing, rough plumbing and final plumbing.

PLUMBING: MULTIPLE-FAMILY, COMMERCIAL, AND INDUSTRIAL

- Each unit in a multiple-family structure or in a multi-tenant structure shall require a rough and final inspection. An additional inspection for underground plumbing shall be required for each unit in a strip center. A multiple-family structure or multi-tenant building shall require an additional inspection for underground plumbing at the rate of one inspection per building/unit. An additional inspection shall be required for water and sewer service.
- All other commercial and industrial buildings shall be charged at a rate of one inspection for each visit required from the plumbing inspector. The inspector shall estimate the number of visits required.

BUILDING: ALL CONSTRUCTION

Building inspections shall follow the schedule below to the extent applicable:

- Basement Footing (setback per zoning req.) = before footing is poured
- Foundation Wall Reinforcement (when required)
- Backfill = before foundation wall is backfilled and before the slab floors are poured with sill plates in place and anchor bolts.
- Garage Footing = before footing is poured.
- Garage slab = prior to the pouring of concrete slab with sub base and forms installed
- Basement Slab = prior to pouring of concrete slab with sub base and vapor barrier in place and provisions for a passive radon system have been installed.
- Rough = before any framing is covered and after rough electrical, plumbing, and mechanical inspections have been approved, and any masonry flashing has been installed.
- Insulation = prior to covering insulation.
- Drywall = before drywall is taped.
- Fireplace = Masonry when damper and first flue liner are in place.
- Porch slab prior to pouring concrete slab with forms installed.
- Brick Flashing
- Final = after final electrical, mechanical, and plumbing have been approved.
- Lot Grade = verifying lot grade per grade certificate and master grading plan if within larger development and prior to lot stabilization.
- Final Certificate of Occupancy = after all inspections are approved and prior to occupancy. May take approximately 5 business days to process.
- Lot stabilization = after lot grade is approved to insure disturbed ground is stabilized to prevent soil erosion.

2016 ELECTRICAL PERMIT FEE SCHEDULE

Administration Fee (non-refundable) Minimum Permit Fee	
Exception – Re-connection for Furnace/AC & Signs	\$30
 Special Inspection After Hours Inspection (per hr. – 2-hr. minimum) 	
Circuits General (Lighting/Power) Dedicated/Special Equipment (each) 	\$10
Lighting Fixtures (up to 25)	\$10
Pools	\$50
Service (New, changes, etc.)	
• Up to 400 AMP	\$50
• Over 400 AMP	\$65
Interruptible	\$35
Feeders/Bus Ducts	
• First 100'	\$20
Each Additional 100'	\$10
Transfer Switches (Automatic/Manual)	
• Up to 100 AMP	
Over 100 AMP	\$45
Motors/Generator/Power Units/Inverters/Wind Turbines/HVAC Units	
Up to 20 HP or KVA	
• 21-50 HP or KVA	•
Over 50 HP or KVA	\$35
Fire Alarms	
Alarm Devices (Horns/Strobes)	
Heat/Smoke Detectors	
Panel	\$15

2016 PLUMBING PERMIT FEE SCHEDULE

Administration Fee (non-refundable)\$25 Minimum Permit Fee\$50
Exception – Water Heater Replacement\$30 Permit Cancelation Fee\$25 or 25% (whichever is greater)
 Special Inspection
 All Fixtures (per fixture)\$10 Including sumps, drains, stacks, hose bibbs, sinks, water closets and all water connected appliances
Residential Water Heater\$30 Commercial Water Heater\$50
Backflow Preventer Up to 2"\$10 Over 2"\$30
 Water Distribution (Inside of building) Up to 2"\$25 Over 2"\$35
Water Service (Outside of building) Up to 2"
Back Flow Preventer for Irrigation\$50
Sub Soil Drainage System\$25
Sewer & Drains (Sanitary/Storm) Up to 8"\$30 Over 8"\$50
Medical Gas System\$50
Contractor Registration\$15

2016 MECHANICAL PERMIT FEE SCHEDULE

Administration Fee (non-refundable)
 Special Inspection\$50 After Hours Inspection (per hr. – 2-hr. minimum)\$55
New Fire Sprinkler System Plan Review\$300.00
Fire Sprinkler Limited Area Plan Review (up to 20 heads\$100.00 (Add-On, Replacement or Alteration)
Fire sprinkler Limited Area Plan Review (> 20 heads)\$100.00 + \$.75/head (Add-On, Replacement or Alteration)
Fire Sprinkler Hydrostat Test\$100.00
Kitchen Hood System Plan Review and Wet Test\$125.00
Paint Booth Plan Review and Test\$125.00
Furnace/Boiler\$50.00
Resident Water Heater\$30.00
Swimming Pool Heater/Boiler\$40.00
Commercial Water Heater\$50.00
Make-up Air Unit/Air Handlers\$40.00
Gas Fired Appliances\$30.00 (including but not limited to: gas, logs, lights, pre-fab units
Wall Furnaces/Room Heater\$30.00
Wood/Coal Burning Equipment\$50.00

Unit Heaters/PTAL Units	\$20.00
V.A.V. Boxes	\$20.00
Chimney Damper	\$10.00
Fire Dampers (each)	\$10.00
Commercial Duct System	\$60.00
Residential Duct System	\$40.00
Duct/Additions, Alterations – Commercial	\$30.00
Duct/Additions, Alterations – Residential	\$25.00
Humidifiers/Air Cleaners	\$20.00
Heat Pumps/Air Conditioners (including split system)	\$30.00
Kitchen/Bath Exhaust Fans	\$25.00

GAS/PROCESS PIPING

New Installation (each opening)	\$10.00
Gas Pressure Test	\$30.00
LP Gas System & Storage	\$50.00
Commercial Gas Piping	\$45.00
Residential Unit/Hydronic Hearing	\$30.00
Chillers	\$35.00
Cooling Towers	\$35.00
Compressors	\$35.00
Generators	\$35.00

CHARTER TOWNSHIP OF YPSILANTI Resolution No. 2019-13

Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department

WHEREAS, on April 17, 2018 the Charter Township of Ypsilanti adopted Resolution No. 2018-10 Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department, which fee schedule has from time to time been amended; and

WHEREAS, the Charter Township of Ypsilanti wishes to amend Resolution No. 2018-10, Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department inclusive of all subsequent fee resolution amendments approved since adoption of Resolution No. 2018-10; and

WHEREAS, the attached Professional Services Fees for Township, Attorney, Planner, Engineer and Fire Department incorporate all of these changes.

NOW THEREFORE BE IT RESOLVED that the Charter Township of Ypsilanti specifically adopts and incorporates by reference the attached Professional Services Fees for Township, Attorney, Planner, Engineer and Fire Department with hourly rate exhibits in its entirety.

BE IT FURTHER RESOLVED that any previous Professional Service Fees not in conformity with those contained in the attached fee schedule shall be repealed.

BE IT FURTHER RESOLVED that the Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department shall become effective immediately.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To:	Karen Lovejoy Roe, Clerk
From:	Michael Radzik, OCS Director Charlotte Wilson, Planning & Development Coordinator Nancy Wyrybkowski, Executive Coordinator
Re:	Request to approve Resolution No. 2019-13, Professional Service Fees for Township, Attorney, Planner, Engineer and Fire Department
Сору:	McLain & Winters, Township Attorneys
Date:	March 22, 2019

Please accept the enclosed resolution and proposed Professional Services fee schedule for planning and development activities for inclusion in the Board of Trustees April 2, 2019 meeting agenda.

The schedule establishes fees and hourly rates for professional services provided by Office of Community Standards and Fire Department staff, the Township Attorney, planning consultant Carlisle Wortman Associates, and engineering consultants OHM Advisors and Stantec Consulting Services.

The last general revision of the fee schedule was adopted on April 17, 2018 and represented a total overhaul of the schedule and format. The only changes for 2019 are adjusted hourly rates for township staff and professional consultants based upon cost increases incurred this year, and a \$50 increase in the cost for a development pre-application meeting due to compensate engineering time.

There are no new fee categories.

Thank you for your thoughtful consideration. Please contact us with questions or concerns so that they can be addressed prior to the meeting.

Enclosures: Resolution No. 2019-13 Professional Services Fee Schedule with 2019 Hourly Rates Exhibits



7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-4393

Professional Services Fees for Township, Attorney, Planner, Engineer and Fire Department

Effective April 2, 2019

- Fee Schedule	1-8
- Hourly Rate Schedules	
 Carlisle Wortman Associates 	9
 OHM Advisors 	10
• Stantec Consulting 11	
 Township Staff & 	
Attorney	12

2019 Fee Schedule

Pre-Application Meeting		
	Non-Refundable Fee	Refundable Deposit
Pre-Application Meeting	\$700	N/A

Rezoning		
	Non-Refundable Fee	Refundable Deposit
Rezoning	\$1,500	\$1,500

Preliminary Site Plan Review		
	Non-Refundable Fee	Refundable Deposit
	Full \$500	less than one (1) acre: \$3,000
Full		one (1) acre to five (5) acres: \$4,000
1 dii	\$300	over five (5) acres to ten (10) acres: \$5,500
		greater than ten (10) acres: \$5,500 + \$50 per acre over ten (10) acres
		less than one (1) acre: \$1,500
Sketch	\$500	one (1) acre to five (5) acres: \$2,000
Sketch	SKELLII Ş500	over five (5) acres to ten (10) acres: \$2,500
		greater than ten (10) acres: \$2,500 + \$50 per acre over ten (10) acres
		less than one (1) acre: \$1,000
Administrative	\$100	one (1) acre to five (5) acres: \$1,200
Administrative		over five (5) acres to ten (10) acres: \$1,500
		greater than ten (10) acres: \$1,500 + \$50 per acre over ten (10) acres
Planned Development		less than one (1) acre: \$3,000
	\$1,500 + \$20 per acre	one (1) acre to five (5) acres: \$4,000
Stage I and Rezoning		over five (5) acres to ten (10) acres: \$5,500
		greater than ten (10) acres: \$5,500 + \$50 per acre over ten (10) acres

Special Land Use/Uses Subject to Special Conditions		
	Non-Refundable Fee	Refundable Deposit
Special Land Use/Uses Subject to Special	\$1,000	\$1,000
Conditions (other than group day care home)	1 /	
Group day care home	\$100	N/A

Zoning Board of Appeals Application		
	Non-Refundable Fee	Refundable Deposit
Residential	\$125	N/A
Non-Residential	\$500	N/A

Zoning Board of Appeals Meeting		
Non-Refundable Fee Refundable Deposit		
Regular Meeting	N/A	N/A
Special Meeting	\$1,100	N/A

Planning Commission Meeting		
Non-Refundable Fee Refundable Deposit		
Regular Meeting	N/A	N/A
Special Meeting	\$1,100	N/A

Detailed Engineering Review*

*Fees cover two (2) detailed engineering reviews. A mandatory meeting will be scheduled to review design specifics after the 2nd detailed engineering review (if not approved) before submittal of a 3rd detailed engineering review. Township engineer, Township staff representative(s), developer, and project engineer must be in attendance for the mandatory meeting.

	Non-Refundable Fee	Refundable Deposit
Full	\$500	1.5% of cost for infrastructure improvements including water, sanitary, storm, retention/detention basins, grading, earth balance and paving (minimum \$2,000). With costs over \$2,000,000 the engineer may reduce the rate through estimated hourly review cost. A mandatory meeting shall be scheduled after the 2nd review (if not approved) before submittal of 3rd review.
Sketch	\$500	1.5% of cost for infrastructure improvements including water, sanitary, storm, retention/detention basins, grading, earth balance and paving (minimum \$2,000). With costs over \$2,000,000 the engineer may reduce the rate through estimated hourly review cost. A mandatory meeting shall be scheduled after the 2nd review (if not approved) before submittal of 3rd review.
Administrative	\$100	1.5% of cost for infrastructure improvements including water, sanitary, storm, retention/detention basins, grading, earth balance and paving (minimum \$2,000). With costs over \$2,000,000 the engineer may reduce the rate through estimated hourly review cost. A mandatory meeting shall be scheduled after the 2nd review (if not approved) before submittal of 3rd review.
Planned Development	\$500	1.5% of cost for infrastructure improvements including water, sanitary, storm, retention/detention basins, grading, earth balance and paving (minimum \$2,000). With costs over \$2,000,000 the engineer may reduce the rate through estimated hourly review cost. A mandatory meeting shall be scheduled after the 2nd review (if not approved) before submittal of 3rd review.

Soil Erosion and Sedimentation Control Review and Inspections		
	Non-Refundable Fee	Refundable Deposit
		less than two (2) acres: \$1,000
Soil Erosion and		two (2) acre to ten (10) acres: \$1,500
Sedimentation Control	\$100	over ten (10) acres to forty (40) acres: \$2,500
Review		over forty (40) acres to 100 acres: \$3,500
		greater than 100 acres: \$3,500 + \$30 per acre over 100 acres
		less than two (2) acres: \$2,000
Soil Erosion and		two (2) acre to ten (10) acres: \$2,500
Sedimentation Control	N/A	over ten (10) acres to forty (40) acres: \$3,500
Inspections		over forty (40) acres to 100 acres: \$5,000
		greater than 100 acres: \$5,000 + \$30 per acre over 100 acres

Final Site Plan Review		
	Non-Refundable Fee	Refundable Deposit
		less than one (1) acre: \$3,000
Full	\$500	one (1) acre to five (5) acres: \$4,000
T dii	\$500	over five (5) acres to ten (10) acres: \$5,500
		greater than ten (10) acres: \$5,500 + \$50 per acre over ten (10) acres
		less than one (1) acre: \$1,500
Sketch	\$500	one (1) acre to five (5) acres: \$2,000
SKetch		over five (5) acres to ten (10) acres: \$2,500
		greater than ten (10) acres: \$2,500 + \$50 per acre over ten (10) acres
	\$100	less than one (1) acre: \$1,000
Administrative		one (1) acre to five (5) acres: \$1,200
Administrative		over five (5) acres to ten (10) acres: \$1,500
		greater than ten (10) acres: \$1,500 + \$50 per acre over ten (10) acres
	\$1,000 + \$20 per acre	less than one (1) acre: \$3,000
Planned Development		one (1) acre to five (5) acres: \$4,000
Stage II		over five (5) acres to ten (10) acres: \$5,500
		greater than ten (10) acres: \$5,500 + \$50 per acre over ten (10) acres

Development Agreement		
	Non-Refundable Fee	Refundable Deposit
Full	N/A	\$2,500
Sketch	N/A	\$2,500
Administrative	N/A	\$2,500
Planned Development	N/A	\$2,500

Pre-Construction Requirements and Meeting		
	Non-Refundable Fee	Refundable Deposit
Pre-Construction Meeting	\$575	\$500

Earth Balancing and Excavation		
	Non-Refundable Fee	Refundable Deposit
Earth Balancing and Excavation	\$300 + \$20 per acre	\$500

Private Road		
	Non-Refundable Fee	Refundable Deposit
Private Road Review	\$500	\$2,000
Private Road Inspection	N/A	\$1,000

Future Land Use Map/Master Plan Amendment		
	Non-Refundable Fee	Refundable Deposit
Future Land Use		
Map/Master Plan	\$1,500	\$1,500
Amendment		

Miscellaneous Administrative Review		
Non-Refundable Fee Refundable Deposit		
Miscellaneous	\$100	\$1,000
Administrative Review	\$100	\$1,000

Miscellaneous Engineering Review (Structural/Traffic/ect.)		
	Non-Refundable Fee	Refundable Deposit
Miscellaneous Engineering Review	\$100	\$1,000

Landscape, Bike Path/Sidewalk, Open Space Site Inspections		
	Non-Refundable Fee	Refundable Deposit
Landscape, Bike Path/Sidewalk, Open Space Site Inspections	\$150 per inspection	N/A

Miscellaneous Inspection		
	Non-Refundable Fee	Refundable Deposit
Miscellaneous Inspection	\$50 per inspection	N/A

Zoning Verification Letter			
Non-Refundable Fee Refundable Deposit			
Residential	\$50	N/A	
Non-Residential	\$100	N/A	

Zoning Permit		
	Non-Refundable Fee	Refundable Deposit
Zoning Permit	\$50	N/A

Sign Permit		
	Non-Refundable Fee	Refundable Deposit
Sign Permit	\$25 + \$50 per sign face	N/A

Woodlands		
	Non-Refundable Fee	Refundable Deposit
Woodlands	\$100	\$1,000

Wetlands		
	Non-Refundable Fee	Refundable Deposit
Wetlands	\$100	\$1,000

Addressing		
	Non-Refundable Fee	Refundable Deposit
Single Address	\$50 per lot (1 or 2 addresses)	N/A
Residential Development	\$25 per lot (3 or more addresses)	N/A
Re-Addressing Development	\$475 + \$25 per lot	N/A

Land Division, Combination, and/or Boundary Change		
	Non-Refundable Fee	Refundable Deposit
Land Division, Combination, and/or Boundary Change	S25 per lot	N/A

Collection Box Permit		
	Non-Refundable Fee	Refundable Deposit
Collection Box Application Fee	\$200	N/A
Cash Surety	\$250	N/A
Annual Permit Renewal Fee	\$50	N/A
Code Violation Response Fee	\$75	N/A

Junk Yard Permit		
	Non-Refundable Fee	Refundable Deposit
Junk Yard License	\$150	N/A
Application Fee	\$130	N/A
Junk Yard Annual	\$150	N/A
Inspections	\$130	N/A
Junk Yard Re-Inspections	\$50 per inspection	N/A

Liquor License Inspection		
Non-Refundable Fee Refundable Deposit		
Liquor Annual Inspections	\$150	N/A
Liquor Re-Inspections	\$50 per inspection	N/A

Smoking Lounge Permit		
	Non-Refundable Fee	Refundable Deposit
Smoking Lounge Application Fee	\$200	N/A
Smoking Lounge Annual Inspections	\$150	N/A
Smoking Lounge Re- Inspections	\$50 per inspection	N/A
Smoking Lounge Zoning Compliance	N/A	\$180

	В	usiness License
	Non-Refundable Fee	Refundable Deposit
Business License Fee	\$200	N/A

Fees shall be paid prior to processing applications and/or permits.

Outstanding fees, bills, and deposits shall be paid prior to advancing project in the development review process.

Site plan review fees paid are for one (1) review by Township, Planning, Engineering and Fire unless otherwise noted.

Effective Date: 2-24-92 Amended: 3-21-95; 6-30-95; 2-1-97; 2-4-97; 2-28-97; 6-17-97; 9-15-98; 7-22-99; 5-18-00; 12-18-01; 12-12-02; 3-10-04; 5-1-05; 12-8-05; 12-20-05; 4-4-06; 01-08; 1-5-09; 2-14-14; 1-5-15; 9-1-16; 04-17-18; 04-02-19



117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

MUNICIPAL CONSULTATION 2019

Personnel	Hourly Rate
Principal (R. Carlisle)	\$135
Principal (B. Carlisle)	\$110
Senior Associate	\$100
Graphics (GIS) Technician	\$75
Support Staff	\$65



117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

RATE SCHEDULE A MUNICIPAL CONSULTATION

Personnel	<u>Hourly Rate</u>
Principal	\$135.00
Senior Associate	\$120.00
Associate	\$110.00
Community Planner/Landscape Archite	ct \$100.00
Graphics (GIS) Technician	\$85.00
Support Staff	\$70.00
<u>Expenses</u>	<u>Rate</u>
AutoCAD Operation Mileage Supplies, Prints, Mailing	\$30/hr 52¢/mi. cost + 20%

Schedule A Effective: 1-1-2018



OHM ADVISORS 2019 HOURLY RATE SCHEDULE

Professional Engineer IV/Architect IV\$175.00Professional Engineer II/Architect III\$158.00Professional Engineer I/Architect II\$145.00Professional Engineer I/Architect I\$133.00Graduate Engineer IV\$138.00Graduate Engineer III\$130.00Graduate Engineer II\$130.00Graduate Engineer II\$125.00Graduate Engineer I\$115.00Graduate Engineer I\$115.00Graduate Architect II/Landscape Architect III\$105.00Graduate Architect II/Landscape Architect II\$105.00Graduate Architect I/Landscape Architect I\$95.00Technician IV\$132.00Technician II\$115.00Technician II\$98.00Technician I\$132.00Professional Surveyor III\$158.00Professional Surveyor II\$132.00Graduate Surveyor I\$132.00Surveyor II\$132.00Surveyor II\$132.00Surveyor II\$132.00Surveyor II\$132.00Surveyor II\$132.00Pinner IV\$158.00Planner II\$100.00Planner II\$100.00Planner II\$100.00Planner II\$100.00Administrative Support\$68.00Clerical Aide\$62.00Principal\$200.00Sr. Associate\$190.00Associate\$190.00		
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Principal\$200.00Sr. Associate\$190.00	Administrative Support	\$68.00
Sr. Associate \$190.00	Clerical Aide	\$55.00
Sr. Associate \$190.00	Principal	\$200.00
Associate \$178.00		\$190.00
	Associate	\$178.00

Rates as reflected subject to review and adjustment on an annual basis.



OHM ADVISORS 2018 HOURLY RATE SCHEDULE

1	

Professional Engineer IV/Architect IV	\$170.00
Professional Engineer III/Architect III	\$155.00
Professional Engineer II/Architect II	\$140.00
Professional Engineer I/Architect I	\$130.00
Graduate Engineer IV	\$135.00
Graduate Engineer III	\$125.00
Graduate Engineer II	\$120.00
Graduate Engineer I	\$110.00
Graduate Architect III/Landscape Architect III	\$120.00
Graduate Architect II/Landscape Architect II	\$100.00
Graduate Architect I/Landscape Architect I	\$90.00
Technician IV	\$130.00
Technician III	\$115.00
Technician II	\$100.00
Technician I	\$78.00
Engineering/Architectural Aide	\$60.00
Professional Surveyor III	\$155.00
Professional Surveyor II	\$140.00
Professional Surveyor I	\$130.00
Graduate Surveyor	\$110.00
Surveyor III	\$107.00
Surveyor II	\$100.00
Surveyor I	\$80,00
Surveyor Aide	\$60.00
Planner IV	\$155.00
Planner III	\$135.00
Planner II	\$120.00
Planner I	\$80.00
Planner Aide	\$60.00
Graphic Designer	\$105.00
Data Base Developer	\$185.00
Administrative Support	\$65.00
Clerical Aide	\$50.00
Principal	\$195.00
Sr. Associate	\$185.00
Associate	\$175.00

Rates as reflected subject to review and adjustment on an annual basis.

2018 Public Rates 17-1120



Title	Hourly Rate	Description
Construction Technician CAD Technician	\$87 - \$105	 Junior-level position Independently carries out assignments of limited scope using standard procedures, methods, and techniques Assists senior staff in carrying out more advanced procedures Completed work is reviewed for feasibility and soundness of judgment Graduate from an appropriate post-secondary program or equivalent Generally, four years' work experience
Engineering Assistant Engineer-In-Training Construction Technician	\$110 - \$121	 Fully qualified professional position Carries out assignments requiring general familiarity within a broad field of the respective profession Makes decisions by using a combination of standard methods and techniques Actively participates in planning to ensure the achievement of objectives Works independently to interpret information and resolve difficulties Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, six years experience
CAD Manager Designer Process Designer Project Engineer Senior Project Engineer Survey Manager Construction Technician Senior Civil Engineer Environmental Engineer Survey Crew Chief	\$131- \$147	 First level supervisor of first complete level of specialization Provides applied professional knowledge and initiative in planning and coordinating work programs Adapts established guidelines as necessary to address unusual issues Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, nine years' experience
Associate Senior Associate Project Manager Field Services Manager Landscape Architect	\$151 - \$166	 Highly-specialized technical professional or supervisor of groups of professionals Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise Participates in short and long range planning to ensure the achievement of objectives Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures Reviews and evaluates technical work Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, ten years' experience with extensive, broad experience
Principal	\$184 - \$227	 Senior level consultant or management function Recognized as an authority in a specific field with qualifications of significant value Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise Independently conceives programs and problems for investigation Participates in discussions to ensure the achievement of program and/or project objectives Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, fifteen years' experience with extensive professional and management experience
Survey Crew	\$160 \$225	1 person crew 2 person crew



Title	Hourly Rate	Description
Construction Technician CAD Technician	\$80 - \$95	 Junior-level position Independently carries out assignments of limited scope using standard procedures, methods, and techniques Assists senior staff in carrying out more advanced procedures Completed work is reviewed for feasibility and soundness of judgment Graduate from an appropriate post-secondary program or equivalent Generally, four years' work experience
Engineering Assistant Engineer-In-Training Construction Technician	\$102 - \$115	 Fully qualified professional position Carries out assignments requiring general familiarity within a broad field of the respective profession Makes decisions by using a combination of standard methods and techniques Actively participates in planning to ensure the achievement of objectives Works independently to interpret information and resolve difficulties Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, six years experience
CAD Manager Designer Process Designer Project Engineer Senior Project Engineer Survey Manager Construction Technician Senior Civil Engineer Environmental Engineer Survey Crew Chief	\$121- \$137	 First level supervisor of first complete level of specialization Provides applied professional knowledge and initiative in planning and coordinating work programs Adapts established guidelines as necessary to address unusual issues Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, nine years' experience
Associate Senior Associate Project Manager Field Services Manager Landscape Architect	\$144 - \$180	 Highly-specialized technical professional or supervisor of groups of professionals Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise Participates in short and long range planning to ensure the achievement of objectives Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures Reviews and evaluates technical work Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, ten years' experience with extensive, broad experience
Principal	\$180 - \$210	 Senior level consultant or management function Recognized as an authority in a specific field with qualifications of significant value Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise Independently conceives programs and problems for investigation Participates in discussions to ensure the achievement of program and/or project objectives Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects Graduate from an appropriate post-secondary program, with credentials or equivalent Generally, fifteen years' experience with extensive professional and management experience
Survey Crew	\$150 \$220	1 person crew 2 person crew

2019

YPSILANTI TOWNSHIP

HOURLY COST RECOVERY RATES

Fire Marshal	\$60
Planning & Development Coordinator	\$43
Clerical Support	\$35
Ordinance Officer	\$30
Ordinance Administrator	\$54
Building Inspector	\$47
Chief Building Official	\$63
Community Standards Director	\$58
Township Attorney (development agreement rate)	\$200

2018

YPSILANTI TOWNSHIP

HOURLY COST RECOVERY RATES

Township Attorney	\$200
Fire Marshal	\$58
Planning & Development Coordinator	\$40
Clerical Support	\$25
Ordinance Officer	\$26
Building Inspector	\$42
Community Standards Director	\$55

CHARTER TOWNSHIP OF YPSILANTI

То:	Karen Roe, Clerk
From:	Michael Radzik, Director Office of Community Standards
Re:	Request to authorize and sign agreement with the Washtenaw County Road Commission for the installation of traffic calming devices on Edison Ave in the amount of \$61,950 budgeted in General Fund account 101-446.000-818.022.
Date:	March 25, 2019
Сору То:	Javonna Neel, Accounting Director Doug Winters, Attorney

Residents have successfully completed the petition process for the installation of traffic calming devices known as speed humps on Edison Ave between Packard Rd and Greenside St. Petition forms were submitted to the Washtenaw County Road Commission and signatures were verified as being consistent with property ownership records maintained by the township assessor's office.

Pursuant to the Washtenaw County Road Commission's Neighborhood Traffic Management Program Policy and Procedure, the township is responsible for the cost of installation. The road commission has submitted a proposed agreement to fund the installation of these devices based upon engineering estimates as follows:

Edison Ave between Packard Rd and Greenside St

- 9 speed humps, signage and pavement markings
- \$61,950
- 78% approval (47 of 60 affected properties)

I have enclosed copies of the engineering estimate and proposed location layouts for the project. Funding for these projects is budgeted in the General Fund Highways & Streets Fund in account 101-446.000-818.022.

Please contact me with any questions or concerns. Thank you for your continued support of traffic calming efforts in our neighborhoods.

AGREEMENT BETWEEN CHARTER TOWNSHIP OF YPSILANTI AND THE WASHTENAW COUNTY ROAD COMMISSION

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install nine (9) speed humps on Edison Avenue between Packard Road and Greenside Avenue (the "Project"); and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended; and

WHEREAS, the Road Commission will prepare bid documents for the Project, including plan preparation and project bidding; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$61,950.00.

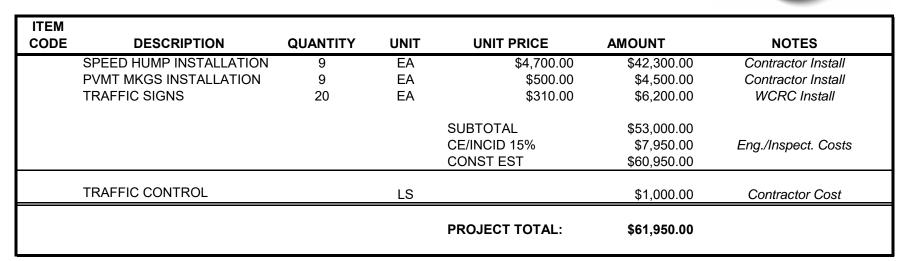
IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

AGREEMENT SUMMARY

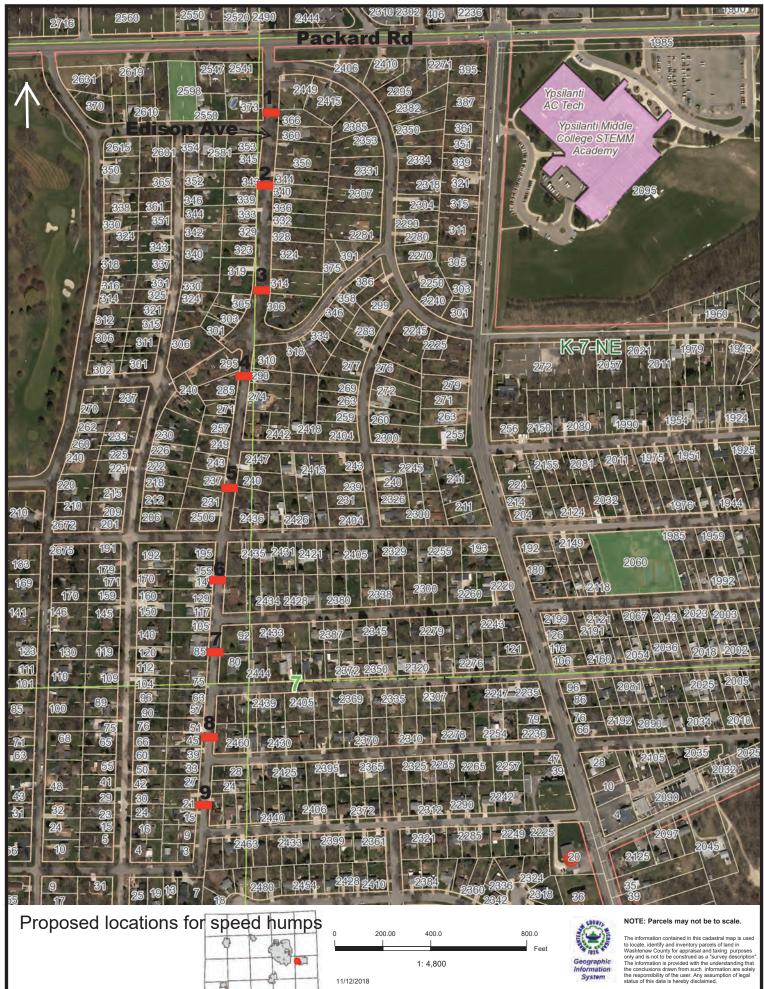
Estimated Cost	
Installation of nine speed humps on Edison Avenue	\$61,950.00.
FOR YPSILANTI TOWNSHIP:	
	Witness
Brenda L. Stumbo, Supervisor	
Karen Lovejoy Roe, Clerk	Witness
FOR WASHTENAW COUNTY ROAD COMMISSION:	
Douglas E. Fuller, Chair	Witness
Sheryl Soderholm Siddall, Managing Director	Witness

PRELIMINARY ENGINEER'S ESTIMATE

Project:Speed Hump InstallationLocation:Edison Ave, Ypsilanti TwpDate:03/25/2019

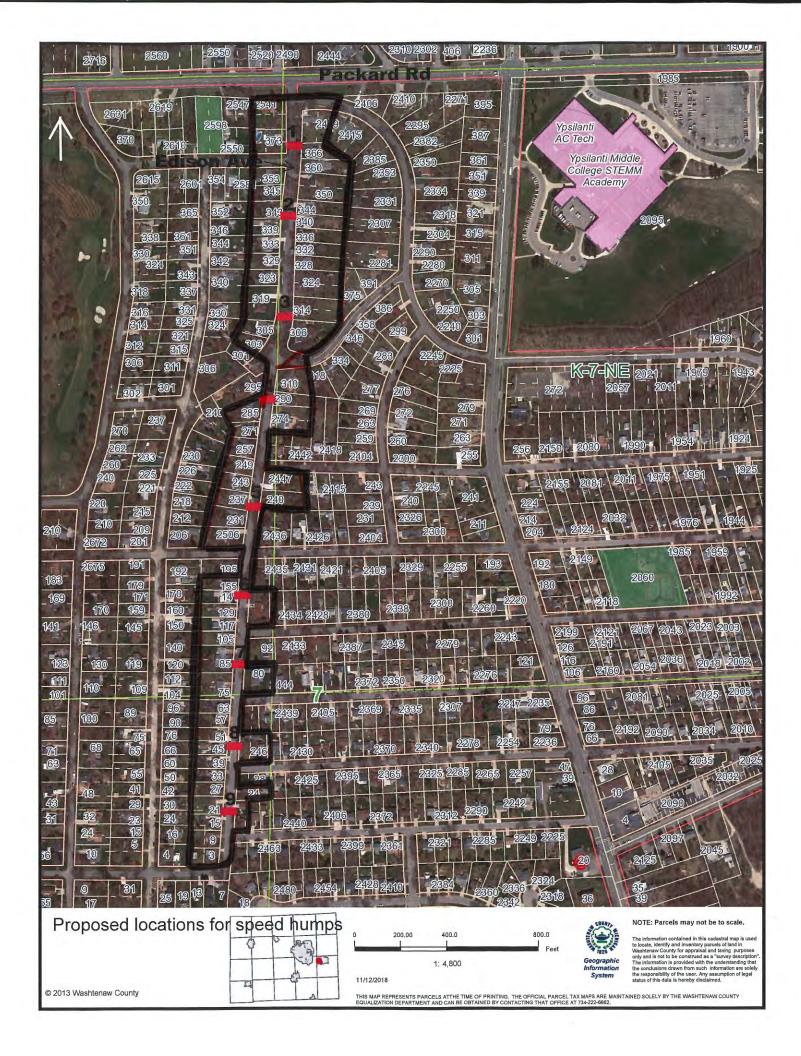






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THIS MAP REPRESENTS PARCELS ATTHE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.



Support	Parcel Number	Street Number	Street Name	Street Suffix	Rental	Name Owner	Address Display String	City	State	Zip
Owner signed support	К -11-07-207-022	2506	BURNS	ST	NO	ISSA, MOHAMMAD N & LUBNA K ATWAH	2506 BURNS ST	YPSILANTI	MI	481
Owner signed support	К -11-07-442-020	2480	DRAPER	AVE	NO	BOEHK, JAMES & LINDA	2480 DRAPER AVE	YPSILANTI	MI	481
Owner signed support	К -11-07-305-020	3	EDISON	AVE	No	CROSBY, WILLIAM	3 EDISON AVE	YPSILANTI	MI	482
Owner signed support	К -11-07-305-021	9	EDISON	AVE	No	SCHLOSSER, PAMELA N	9 EDISON AVE	YPSILANTI	MI	481
Owner signed support	К -11-07-305-023	21	EDISON	AVE	No	GREGG, KATHRYN A	21 EDISON AVE	YPSILANTI	MI	483
Owner signed support	К -11-07-442-019	24	EDISON	AVE	Yes	BANDYOPADHYAN, KARUNA KUMAR	938 COLONY DR	SALINE	MI	48
Owner signed support	К -11-07-305-024	27	EDISON	AVE	No	STEWART, RACHEL LYNN	27 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-305-025	33	EDISON	AVE	No	MUEHL-MILLER, DANIEL	33 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-305-026	39	EDISON	AVE	No	MILLER, BRYAN & MARY A	39 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-305-027	45	EDISON	AVE	No	HAYWOOD, WILLIAM J	45 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-305-028	51	EDISON	AVE	No	MYER, SCOTT	51 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-305-029	57	EDISON	AVE	Yes	ISSA, SAID	2900 GOLFSIDE, STE. 2	Ann Arbor	MI	48
Owner signed support	К -11-07-305-030	63	EDISON	AVE	No	RILEY, JASON & JENNIFER	63 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-305-031	75	EDISON	AVE	No	BALTIC, JOHN D	75 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-440-037	80	EDISON	AVE	No	WALCH, NICOLE R.	80 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-305-032	85	EDISON	AVE	No	ROUNSIFER, MARY ELLEN	55 HILLCREST	YPSILANTI	MI	48
Owner signed support	К -11-07-305-033	105	EDISON	AVE	No	JACKSON, EMMA	105 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-305-034	117	EDISON	AVE	No	HARTENSTEIN, MELISSA	117 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-439-017	130	EDISON	AVE	No	COPE, LORA	130 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-305-036	141	EDISON	AVE	No	HAMLIN TRUST, DUANE & DOROTHY	141 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-305-037	155	EDISON	AVE	No	HAYWOOD, RYAN	155 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-207-023	231	EDISON	AVE	No	MUNIR, SHAHID & AYESHA	231 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-207-024	237	EDISON	AVE	No	NORMAN TRUST, MANUEL & MARY JUNE	237 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-162-007	240	EDISON	AVE	No	DUNN, M SCOTT & CHERYL T	240 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-207-025	243	EDISON	AVE	No	HINCHCLIFF, JAMES & DORIS	243 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-207-026	249	EDISON	AVE	No	FRIEND TRUST, MARY A	249 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-207-028	271	EDISON	AVE	No	LIABENOW, JONATHAN K.	271 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-207-033	305	EDISON	AVE	No	MCNITT, SARAH	305 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-131-010	314	EDISON	AVE	No	MCCLURE, MEGAN	314 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-207-034	319	EDISON	AVE	No	BALLIOS TRUST, JOHN G	319 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-207-035	323	EDISON	AVE	No	WORK TRUSTEE, STEWART	323 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-131-008	328	EDISON	AVE	No	KELSEY, LEE JAY & DOROTHY	328 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-207-036	329	EDISON	AVE	No	SHUEY, MARIAN R.	329 EDISON AVE	YPSILANTI	MI	48
Owner signed support	К -11-07-131-007	332	EDISON	AVE	No	KING, FLOYD J & BARBARA	332 EDISON	YPSILANTI	MI	48
Owner signed support	K -11-07-207-037	333	EDISON	AVE	No	JENNINGS, GERALD L.	333 EDISON AVE	YPSILANTI	MI	48

Support	Parcel Number	Street Number	Street Name	Street Suffix	Rental	Name Owner	Address Display String	City	State	Zip
Owner signed support	К -11-07-207-038	339	EDISON	AVE	No	GANNON, CAROL JEAN	339 EDISON AVE	YPSILANTI	MI	48197
Owner signed support	K -11-07-131-005	340	EDISON	AVE	No	SPRAGUE, EDWARD D.	340 EDISON AVE	YPSILANTI	MI	48197
Owner signed support	K -11-07-207-039	343	EDISON	AVE	No	BYKS, STEVEN S	343 EDISON AVE	YPSILANTI	MI	48197
Owner signed support	K -11-07-131-004	344	EDISON	AVE	No	MCKAY, EUGENE & JOAN	344 EDISON AVE	YPSILANTI	MI	48197
Owner signed support	K -11-07-207-001	345	EDISON	AVE	No	WELLS, VALERIE J.	345 EDISON AVE	YPSILANTI	MI	48197
Owner signed support	K -11-07-131-003	350	EDISON	AVE	No	PAPPAS, ANDREW	350 EDISON AVE	YPSILANTI	MI	48197
Owner signed support	K -11-07-131-002	360	EDISON	AVE	No	HERRING, JOSHUA M. & JESSICA L.	360 EDISON AVE	YPSILANTI	MI	48197
Owner signed support	K -11-07-131-001	366	EDISON	AVE	No	BEVER, CYNTHIA	366 EDISON AVE	YPSILANTI	MI	48197
Owner signed support	K -11-07-205-012	373	EDISON	AVE	No	FINCH TRUST, DIANE & JOYCE BLOMGREN	373 EDISON AVE	YPSILANTI	MI	48197
Owner signed support	K -11-07-162-006	2447	MIDVALE	ST	NO	MELLBERG, RAYMOND & MYRA	2447 MIDVALE ST	YPSILANTI	MI	48197
Owner signed support	K -11-07-205-001	2541	PACKARD	RD	NO	ENGIN, BRIGITTE	2541 PACKARD RD	YPSILANTI	MI	48197
Owner signed support	K -11-07-161-008	310	SENATE	AVE	NO	MASTERS TRUST, CATHERINE M.	310 SENATE AVE	YPSILANTI	MI	48197
No Signature Submitted	К -11-07-305-022	15	EDISON	AVE	No	CLINANSMITH, KENNETH	15 EDISON AVE	YPSILANTI	MI	48197
No Signature Submitted	K -11-07-305-035	129	EDISON	AVE	No	PECK, STEPHEN C.	129 EDISON AVE	YPSILANTI	MI	48197
No Signature Submitted	К -11-07-207-027	257	EDISON	AVE	No	LUNDY, RALPH J.	257 EDISON AVE	YPSILANTI	MI	48197
No Signature Submitted	К -11-07-161-010	274	EDISON	AVE	No	PEREZ DIAZ, DELISSA MARILYS	290 EDISON AVE	YPSILANTI	MI	48197
No Signature Submitted	К -11-07-207-029	285	EDISON	AVE	No	HAMILTON, WALTER & NANCY	285 EDISON AVE	YPSILANTI	MI	48197
No Signature Submitted	K -11-07-161-009	290	EDISON	AVE	No	HOPPS, DELSA PEREZ	290 EDISON AVE	YPSILANTI	MI	48197
No Signature Submitted	К -11-07-207-032	303	EDISON	AVE	No	LUCAS, MARTHA A.	303 EDISON AVE	YPSILANTI	MI	48197
No Signature Submitted	К -11-07-131-011	306	EDISON	AVE	No	BRYAN, MARGARET	306 EDISON AVE	YPSILANTI	MI	48197
No Signature Submitted	К -11-07-131-009	324	EDISON	AVE	No	BERMAN, EDWARD & SHWU-SHYA	324 EDISON AVE	YPSILANTI	MI	48197
No Signature Submitted	К -11-07-131-006	336	EDISON	AVE	No	BROWER, PATRICK J.	336 EDISON AVE	YPSILANTI	MI	48197
No Signature Submitted	К -11-07-207-002	353	EDISON	AVE	No	DUNN, PETER & KIM	353 EDISON AVE	YPSILANTI	MI	48197
No Signature Submitted	К -11-07-441-019	2460	MERRILL	ST	NO	SHAVER, ANDREW A	2460 MERRILL	YPSILANTI	MI	48197
No Signature Submitted	K -11-07-131-020	2449	VALLEY	DR	NO	WILKENS, ROBERTY L.	2449 VALLEY DR	YPSILANTI	MI	48197

support obtained	47	78.3%
support needed	45	75.0%

CHARTER TOWNSHIP OF YPSILANTI 2019 BUDGET AMENDMENT #6

April 2, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Request to increase budget for PTO payout at 75% of the hours requested. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$947.00
		Net Revenues	\$947.00
Expenditures:	Salaries Pay Out - PTO & Sick	101-253-000-708.004	\$880.00
	FICA	101-253-000-715.000	\$67.00
		Net Expenditures	\$947.00

Request to increase budget for the purchase of a Toro Groundsmaster 5910 mower for parks and grounds. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$111,740.00
		Net Revenues	\$111,740.00
Expenditures:	Equipment	101-774-000-977.000	\$111,740.00
		Net Expenditures	\$111,740.00

Request to increase budget for the purchase of a Ford F550 and Arbortech 11' Chipper Body that will be used in parks/grounds and as a back up for Environmental Services. The \$69,969 purchase will be shared 80% (\$55,975) General Fund - Parks & Grounds and 20% (\$13,994) Environmental Services Fund. The 80% will be funded by an Appropriation of Prior Year Fund Balance from the General Fund.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$55,975.00
		Net Revenues	\$55,975.00
Expenditures:	Equipment	101-774-000-977.000	\$55,975.00
		Net Expenditures	\$55,975.00

Total Increase \$168,662.00

CHARTER TOWNSHIP OF YPSILANTI 2019 BUDGET AMENDMENT #6

April 2, 2019

212 - BIKE, SIDEV	212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)					
•	se the budget for the purchase of a Bo rior Year Fund Balance.	bbcat 36" convertible tree spade. This wil	l be funded by an			
Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$9,867.00			
		Net Revenues	\$9,867.00			
Expenditures:	Equipment	212-212-000-977.000	\$9,867.00			
		Net Expenditures	\$9,867.00			
226 - ENVIRONME	INTAL SERVICES FUND		Total Increase	\$13,994.00		
Request to increase budget for the purchase of a Ford F550 and Arbortech 11' Chipper Body that will be used in parks/grounds and as a back up for Environmental Services. The \$69,969 purchase will be shared 80% (\$55,975) General Fund - Parks & Grounds and 20% (\$13,994) Environmental Services Fund. The 20% will be funded by an Appropriation of Prior Year Fund Balance from Environmental Service Fund.						

Revenues:	Prior Year Fund Balance	226-000-000-699.000	\$13,994.00
		Net Revenues	\$13,994.00
Expenditures:	Equipment	226-226-000-977.000	\$13,994.00
		Net Expenditures	\$13,994.00

Motion to Amend the 2019 Budget (#6)

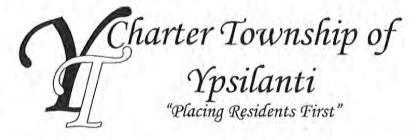
Move to increase the General Fund budget by \$168,662 to \$9,706,217 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General Fund II budget by \$9,867 to \$1,635,412 and approve the department line item changes as outlined.

Move to increase the Environmental Service Fund budget by \$13,994 to \$3,031,023 and approve the department line item changes as outlined.

AUTHORIZATIONS AND BIDS

Superaison BRENDA L. STUMBO Clerki KAREN LOVEJOY ROE Greasurer LARRY J. DOE Grustees STAN ELDRIDGE HEATHER JARRELL ROE MONICA ROSS-WILLIAMS JIMMIE WILSON, JR.



Supervisor's Office

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 481-0617 Fax: (734) 484-0002 www.ytown.org

- TO: Township Board
- FROM: Brenda L. Stumbo, Supervisor

DATE: March 22, 2019

RE: Request to accept quotes, contingent on budget amendments:

- Spartan Distributors for a Toro Groundsmaster 5910 in the amount of \$111,739.20, to be charged to line item #101-774-000-977-000 (only vendor in the State of Michigan, on MITN list)
- Diuble Equipment, Inc. for a Bobcat 36" Convertible Tree Spade in the amount of \$9,866.64, to be charged to line item #212-212-000-977-000 (low quote)
- Gorno Ford for a Ford F-550 with an Arbortech 11' Chipper Body (per specifications) in the amount of \$69,969.00, to be charged 80% to line item #101-774-000-977-000 and 20% to line item #226-226-000-977-000 (MIDeal vendor)

At the March 19, 2019 meeting, the Township Board authorized waiving the formal bidding process and allowed us to accept quotes for equipment listed above. We are requesting authorization to accept the quotes and authorize purchase of these items.

 Toro Groundsmaster 5910 - Our mower fleet is Toro and we would like to stay with this brand since some of the parts are interchangeable and can be used in the event repairs are needed. The 16' cut will increase efficiency and free up one (1) seasonal operator to use in other areas as needed. We would also be able to transfer one (1) 4100 Grounds Master to the golf course for their use and eliminate the use of a ³/₄ ton truck and trailer to haul the mower since the new Toro is street legal. This also increases efficiency not loading and unloading from each site.

Spartan Distributors is the only Toro dealer in the State of Michigan and is a member of MITN.

- 2. Bobcat 36" Tree Spade The Bobcat 36" tree spade would attach to our existing Bobcat skid steer to plant and transplant trees on Township grounds and in our park system.
- 3. Ford F-550 with Arbortech Chipper Body Our vehicle fleet is Ford. RFQs were sent to five (5) different Ford dealers, including those on MIDeals and MITN. We only received one quote back, from Gorno Ford, who is a member of MIDeals.

The F-550 would be used for parks and grounds for tree and brush removal, replacing our 1995 Ford F-Super. We have received quotes for the chipper that will be pulled behind this truck and will be scheduling demonstrations on them before bringing a recommendation to the Board. The new truck and chipper can be used as back up for residential brush pick up and storm damage.

Please place this request on the April 2, 2019 agenda for the Board's consideration.

If you have any questions, please let me know.

tk

Attachments



February 7, 2019

487 W Division Street PO Box 246 Sparta, MI 49345 616.887.7301 Fax: 616.887.6288

1050 Opdyke Road Auburn Hills, MI 48326 248.373.8800 Fax: 248.373.8899 Ypsilanti Township Attn: Carl Girbach 7200 Huron River Dr Ypsilanti, MI 48197

Dear Carl,

We are pleased to provide a quote on the following equipment:

(1) TORO Groundsmaster 5910 (Tier 4) (#31699)

\$ 111,739.20

- All Season Safety Cab Standard
- (1) Cab Light Kit (#30706)

The above TORO pricing is based on National IPA Contract #2017025

Pricing is firm for 30 days from date of quotation.

DELIVERY: As Arranged TERMS: Net 30 Days

Thank you for your interest in our line of equipment. If you have any questions, please feel free to call me at 800-822-2216.

Sincerely,

Stephen Carrier

Steve Carrier Commercial Sales

SC/jgm









Product Quotation

Quotation Number: HMM-13266 Date: 2019-01-15 10:06:18

Customer Name	/Address:	Bobcat Dealer		Contract I	TO BE PLAC Holder/Manufa	acturer
YPSILANTI TOV Attn: CARL GIF 7200 S HURON YPSILANTI, MI	RBACH RIVER DR	Diuble Equipment Inc,Ann Arbor,MI 4365 SOUTH PARKER ROAD ANN ARBOR MI 48103-9318 Phone: (734) 994-1313 Fax: (734) 994-7872		Clark Equipment Company dba Bobcat Company PO Box 6000, 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com		
Description Attachments		ible Tree Spade, Cone Conversion Kit, 7-Pin	Part No 7149488 7152662	Qty 1 1	Price Ea. \$9,555.48 \$311.16	Total \$9,555.48 \$311.16
Total of Item	s Ouoted				:	\$9,866.64

Total of Items Quoted Dealer Assembly Charges Quote Total - US dollars \$9,866.64 \$0.00 \$9,866.64

Notes:

*Prices off Michigan State Contract# 071B7700088. Contract Period: 01/13/17 THROUGH 01/12/21
*MUST Be a Member of the MI Deal State Coop
*Terms Net 30 Days. Credit cards accepted.
*FOB: Destination within the 48 Contiguous States.
*Delivery: 60 to 90 days from ARO.
*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.
*TID# 38-0425350
*<u>Orders Must be Placed With</u>: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

PRINT NAME AND TITLE

PURCHASE ORDER #

DATED

SHIP TO ADDRESS:_____

BILL TO ADDRESS (if different than Ship To):

Wol	Wolverine Rental & Supply				is: Quote		
	South State Road		734-665-3223 Phone 734-665-6785 Fax		e#: q2678		
Ann A	rbor, MI 48108		754-005-0765 Pax	Quote	To: Sat 2/ 9/2019	9:00AM	
info@\	7200 S HURON RĮ YPSILANTI,MI 481	SHIP OF YPSILANTI VER DR	Customer #: 2950 734-554-3514 Phone		tor: WELDY, JOS ms: N30		
Sales	sman: Josh	د مى مەربىيە بىرىمە بىرى بەر	ويقتر والمحافظة وال	na an a		و د و استان می است. استان و سایت که بینیه در میشند در میشند و بین می می از این می می است.	
Qty	Көу	Items	Ser#	Status	Quote Date	Price	
• • • • • • • • • • • • • • • • • • •	MS - GEN -	· TREE SPADE AS	SY 3625	Retail		\$11,800.00	

Page 1 of 1

a gangka jalo oʻzar kazini fikolo kina dikano koʻra ortikati oʻr	
\$11,800.00	Sales:
\$11,800.00	Subtotal:
\$11,800.00	Total:
\$0.00	Paid:
\$11,800.00	Amount Due:





. ,	Quote Summary		
Prepared For:			Prepared By:
Charter Township Of Ypsilanti 7200 S Huron River Dr Ypsilanti, MI 48197 Business: 734-484-3702		P	Jason Adams Bader & Sons Co. 06 N Occidental Hwy Tecumseh, MI 49286 hone: 517-423-2133 s@greentractors.com
	Qu	uote Id:	18880954
		ted On:	· · ·
	Last Modifi Expiratio	· · ·	
Equipment Summary	Selling Price	Qty	Extended
2019 HOLT 34S	\$ 14,952.94 X	1	= \$ 14,952.94
Equipment Total			\$ 14,952.94
	Quote Summary		
· · · ·	Equipment Total		\$ 14,952.94
	SubTotal		\$ 14,952.94
	Est. Service Agreement Tax	x	\$ 0.00
	Total		\$ 14,952.94
	Down Payment		(0.00)
	Rental Applied		(0.00)

 Balance Due
 \$ 14,952.94

Accepted By : X _____



Bobcat 36" Tree Spade

3/22/2019

GORNO FORD 22025 ALLEN ROAD WOODHAVEN, MI 48183

- DATE: 10/22/18
- TO: CARL GIRBACH, YPSILANTI TWP. 734-328-4452 (DIRECT) cgirbach@ytown.org
- FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES 734-671-4033 (DIRECT) (FAX) 734-676-7647 jagney@gornoford.com
- RE: FORD CO-OP GPC FLEET -2019MY FORD, F-550 XL C/C REG CAB, 4x2, DRW, 169"WB, 84"CA, OXFORD WHITE/EARTH VINYL, 6.7L V8 DIESEL, 6spd.A/T, 4.88 LTD SLIP H.D AXLE, LT225/70x19.5 AS, A/C, TILT/CRUISE, RAPID HEAT CAB, AM/FMw/CLOCK, VINYL FLOOR, 19,500# GVWR PAYLOAD PKG., DÉCOR, PWR. WINDOWS/LOCK/Htd.MIRRORS. SYNC Bluetooth, DISC BRKS.w/ABS, AIRBAGS,DUAL H.D. ALT., H.D. SUSP, ROOF CLEARANCE LIGHTS, UPFITTER SWITCHES, REV. SAFETY BEEPER, FRNT. TOW HOOKS, FACTORY CAB STEPS, AFT. AXLE 40 gal. FUEL TANK

ARBORTECH 11' CHIPPER BODY (NBC TRUCK EQUIP.) (SPECS ATTACHED)

Current estimated lead time is 14 - 16 weeks from receipt of P.O.

Please review, sign and e-mail/fax back or e-mail/fax Purchase Order to Jim Agney.

Customer Signature:

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and Ypsilanti Township.. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

ARBORTECH CHIPPER BODY

Chip Box with Cutout - 11' L x 66" T x 96" W Curbside interior ladder box with pruner shelf and rear door **Upper Radius Panel Vents** 5" H Long Sills 24" H Swing to Side Tailgate **Coal Tar Interior of Chip Box** Undercoated underside of Chip Box LED Light package with 6 & 7 RV Style trailer plug Painted Single Stage Forest Green "L"-shaped tool box - 48" W x 51" H x 96" D (2) Adjustable shelves (8) Swivel Rope Hooks Locking doors with door seal and security rods 4-Head Amber Strobe System: (2) LED lights in Front & Rear Subframe mounted Hoist w/ Electric Powered Hydraulics 10,000 lb capacity Tow package w/ T-60 pintle hook Wheel Chock Brackets (2) Rubber Wheel Chocks (2) 5 lb. Fire Extinguisher w/ Mounting Bracket Road Side Triangle/Flare Kit **Back-Up Alarm Fuel Fill Bracket Assembly** Roof Top Ladder Rack with Steps & Roller

JIM AGNEY jagney@gornoford.com (Direct) 734-671-4033 (Fax) 734-676-7647



CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

То:	Ypsilanti Township Board of Trustees
From:	Travis McDugald, IS Manager
Re:	Accept the proposal of Comcast for the installation of Ethernet Network Service between 9 Township locations budgeted in account 101.266.000.857.100 with a 60 month agreement and authorize the Township Supervisor and Township Clerk to sign necessary agreements upon legal counsel review.
Date:	2019-Mar-22

On the February 19th Township Board of Trustees meeting the Township Board authorized Computer Support to seek proposals for improving the connectivity Township facilities.

The bid was posted on MITN and the Township received proposals from three service providers as listed below.

Service Provider	Term	Speed*	ОТС	MRC	TCO**
ACD	60	1000Mbps/1000Mbps	\$298,832	\$2,475	\$447,332
ACD	120	1000Mbps/1000Mbps	\$298,831	\$1,944	\$532,111
ACD	60	1000Mbps/1000Mbps	\$0	\$9,122	\$547,320
ACD	120	1000Mbps/1000Mbps	\$0	\$6,231	\$747,720
Comcast	60	700Mbps/100Mbps	\$40,930	\$3,202	\$233,035
Convergia	60	100Mbps/100Mbps	\$8,000	\$5,990	\$367,400

*Speed is "Primary Sites / Secondary Sites"

** Does not include equipment reduction savings

OTC = One Time Cost

MRC = Monthly Reoccurring Costs

TCO = Total Cost of Owners, total cost over the term.

The Township's current site connectivity is limited to Virtual Private Networks across cable modem. These cable modems have very limited connectivity speed and as highly susceptible to DDoS attacks. The site are generally limited to a connection speed of 10Mbps.

This project is intended to resolve many of the bandwidth challenges we currently have.

The Township will see other cost savings where this service replaces existing equipment and service. I estimate this cost saving at \$10,000 per year.

I respectfully request the Township Board accept the proposal of Comcast for the installation of Ethernet Network Service between 9 Township locations budgeted in account 101.266.000.857.100 with a 60 month contract and authorize the Township Supervisor and Township Clerk to sign necessary agreements upon legal counsel review.

Thank you for your consideration, Travis McDugald IS Manager, Charter Township of Ypsilanti

NETWORK SERVICE PROPOSAL

Charter Township of Ypsilanti Request for Proposal

Layer 2 WAN Connection Services March 21, 2019 Cary Schmidt Strategic Enterprise Account Executive 1401 E. Miller Road Lansing, MI 48911 517-480-4147 caryn_schmidt@comcest.com

COMCAST BUSINESS

OUTMANEUVER

Transmittal Letter

March 21 2019

Travis McDougal Charter Township of Ypsilanti 7200 S. Huron River Drive Ypsilanti, MI 48197

Dear Travis McDougal,

Comcast Business Communications, LLC ("Comcast") looks forward to a mutually rewarding business relationship with Charter Township of Ypsilanti and its representatives. Comcast is pleased to provide this proposal (the "proposal") to Charter Township of Ypsilanti ("Charter Township of Ypsilanti") for managed network services in response to the request for proposal; Layer 2 WAN Connection Services dated February 25th, 2019 for Charter Township of Ypsilanti.

Charter Township of Ypsilanti is responsible for compliance with applicable state and local procurement laws. It is our understanding that Charter Township of Ypsilanti, based on this request for proposal, is not seeking services pursuant to the State Procurement code or under a current cooperative purchasing agreement between Comcast and the State under which Charter Township of Ypsilanti is a qualified buyer.

As you proceed in the selection process, please feel free to contact your Strategic Enterprise Account Executive, Cary Schmidt, at 517-480-4147, with any questions, comments, or concerns.

The Enterprise Services Master Services Agreement included in the Appendix represents the sole terms and conditions upon which the above mentioned services are being offered except to the extent prohibited by state and local procurement law. No statement made in the proposal shall be considered a contractual term unless expressly included in the aforementioned Enterprise Services Master Services Agreement or as agreed upon by the parties as a result of contract negotiations. Comcast, as part of the post bid submission process, would be amenable to negotiating limited modifications to the Enterprise Services Master Services Agreement appended to the attached proposal, to address additional items (if any) that your organization feels are critical to its consideration and use of the Comcast solution.

Sincerely, Comcast Business Communications, LLC

Terrence J. Connell Senior Vice President

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Comcast Business Communications, LLC, a Pennsylvania limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries (including, but not limited to, Comcast Cable Communications Management, LLC); together offering services throughout this Network Service Proposal identified as "Comcast".

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Executive Summary

In the ever-changing world of communications, Comcast redefines how high bandwidth products and services are delivered. We bring scalability, reliability, resiliency, and leading edge solutions directly to your organization. Comcast can meet your organization's communications needs quickly, efficiently, and professionally with business class service and support. Comcast is well positioned to offer long-term value to support future technology strategies. Our integrated Internet and data products are delivered over an extensive and deep advanced network that is physically diverse from the phone companies.

Comcast proposes, specifically, to provide a managed and scalable Wide Area Network and scalable Internet Access that will seamlessly link each individual site listed in the RFP. Your organization will be able to exchange data at speeds up to 100 Mbps from each site.

Comcast's proposal offers a flexible solution that is capable of meeting your demands. Other Comcast advantages include:

Performance

- Major performance improvements and managed costs as compared to legacy WAN technologies like T1,
 - Frame Relay, ATM, and private lines

Resilient, robust enhanced network to support your operations.

- High network availability, minimal latency and low packet loss
- Self-healing, redundant core network architecture
- A network covering 150,000 fiber route miles

Highly reliable and scalable Ethernet data and Internet services tailored to meet your needs.

- Manageable services that grow with your business
- Bandwidth in flexible increments from 1Mbps to 10Gbps

Our Comcast Business Promise

- Dedicated Project Managers
- Proactive Monitoring to the Customer Premise
- 24x7 Dedicated Enterprise Support

Comcast is pleased to submit this proposal for advanced, efficient and affordable high-bandwidth digital communications services and looks forward to developing a solid business relationship with you and to assisting your organization in addressing its communication needs. Comcast is confident that the solutions presented in this proposal will provide a cost-effective solution that supports business objectives and quality requirements and will enhance your overall communication services portfolio.

This proposal is valid for 60 days.

Solution Overview

Comcast is uniquely positioned to offer long-term value to support current and future technology requirements. Based on the requirements specified Comcast would specifically propose provisioning the following as a solution.

Comcast Ethernet Network Service

Comcast Ethernet Network Service is a reliable, cost effective alternative to traditional hub and spoke network topologies using Frame Relay, TDM private lines or ATM, offering a flexible and scalable network solution. Perfect for organizations with many locations and high data traffic, Comcast Ethernet Network Service enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN) as if they are on the same Local Area Network (LAN).

Proposed Solution

The proposed solution was designed to enable demanding IP based applications. The network easily meets the infrastructure demands of bandwidth-intensive applications and limits the need to purchase or configure additional WAN technology. This service has very high availability so that interruptions are minimized.

This is a scalable and flexible service. With Comcast, your organization gets true any-to-any connectivity which allows traffic to move from any site to any other site within the network through a single Ethernet interface.

You will also have the ability to have a network solution that meets today's requirements but is capable of scaling to other locations or to meet future bandwidth demands. If, or when, you need additional network capacity, an upgrade agreement would be negotiated with Comcast and the billing terms would be specified in that agreement.

Finally, Comcast will supply dedicated access to the Internet using Comcast's Ethernet Dedicated Internet Service (EDI). EDI is a symmetrical, dedicated Internet access service provisioned on an Ethernet platform that is easy and fast to upgrade. Comcast will provision Internet connectivity for the sites to jointly access the Internet. Your organization will have the ability to scale that connection in 1 Mbps increments up to 10 Mbps or 10 Mbps increments up to 100 Mbps or 100 Mbps increments up to 10 Gbps depending on configuration.

Comcast service can easily scale to accommodate new bandwidth requirements. Comcast has uniquely diverse routing, commonly physically disparate from most other Telco provider's networks. Bandwidth can be added very quickly, often within hours.

Comcast Business Ethernet

RELIABLE, RESILIENT DESIGN

High network availability, minimal latency and low packet loss

FULLY SCALABLE SOLUTIONS

Symmetrical dedicated bandwidth configurable from 1Mbps to 10 Gbps

BROAD & DIVERSE NETWORK

Your information travels across our own enhanced fiber network with 150,000 national route miles of fiber

REDUNDANT CORE ARCHITECTURE

Rapid recovery time from network incidences

OUR COMCAST BUSINESS PROMISE

Dedicated project managers, proactive monitoring to the customer premise, and 24x7 dedicated enterprise support

TOP APPLICATIONS

- Remote LAN connectivity
- High-speed Internet access
- Server consolidation
- Data storage, backup, and recovery
- Transport for VoIP



Charter Township of Ypsilanti Layer 2 WAN Connection Services March 22nd, 2019

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With Comcast, your organization will leverage our extensive fiber network for a reliable and scalable network and connection to the Tier 1 Internet backbone using a simple Ethernet interface that allows for true plug and play compatibility. Additionally, with Comcast there are no local loop charges, typical with other service providers.

Summary

At each of the locations specified in this response, Comcast will install network edge equipment that will facilitate the connection between your network and ours. As part of the service, Comcast will provide, monitor and maintain the edge devices. Comcast also provides web-based monitoring and reporting tools available 24x7 upon request.

With Comcast you will receive a trusted data transport solution from the largest broadband provider offering superior flexibility in configurations and pricing. Combine our years of commercial experience with leading edge innovative technology and service capabilities and differentiation among networking service providers becomes much clearer.

Additional Services Offered

Comcast Business VoiceEdge™

If you are looking to replace your existing phone system without upfront or ongoing maintenance costs, Comcast Business VoiceEdgeTM is a cloud-based voice solution that offers the advanced features that your organization requires while reducing capital expenditures for telephony. With Business VoiceEdgeTM, you'll have a cloud-based, virtual PBX service loaded with calling features that provides affordable and predictable monthly costs, and reliable service and network-based features that enable disaster recovery, efficient mobile integration, interoperability with popular desktop applications like Google ChromeTM, Microsoft Office and Skype for Business and seamless connectivity. In addition, Be Anywhere, a service included with Business VoiceEdge, seamlessly connects staff to send and receive calls on any device wherever they may be.

Comcast Business PRI Trunking

Comcast Business PRI Trunking provides a physical connection from your PBX to the largest VoIP network in the nation. PRI Trunking allows you to manage costs by leveraging your existing PBX system and onsite IT staff while maximizing your phone capabilities over our private IP network. This voice service allows you to grow your business and enable business continuity if disaster strikes.

Comcast Business SIP Trunking

Comcast Business SIP Trunking offers even greater efficiencies and potential savings leveraging an existing investment in an IP-PBX while reducing costs. Comcast Business SIP Trunking is delivered over the largest VoIP network in the nation, providing dedicated bandwidth to ensure streamlined voice and data traffic. The flexibility of SIP Trunking allows for multiple ways to configure your enterprise – inbound, outbound, 2-way, single or multiple trunk groups – with the opportunity to activate continuity features so you never miss a call.

Technical Specifications

Ethernet Network Service Description

Service Description

Concast Ethernet Network Service (ENS) enables customers to connect physically distributed locations across a Metropolitan Area Network (MAN) as if they are on the same Local Area Network (LAN). The service provides



VLAN transparency enabling customers to implement their own VLANs without any coordination with Comcast. ENS is a reliable, more flexible, scalable, and cost-effective alternative to traditional hub and spoke network topologies using Frame Relay, TDM private lines or IP VPNs.

ENS offers three Classes of Service (CoS): Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10Mbps, 100Mbps, 16Dps or 10Gbps Ethernet User-to-Network Interfaces (UNI) and is available in increments from IMops to 10Gbps.

Comcast's Ethernet Network Service is Certified MEF Compliant.

Section 1. Technical Specifications

1.1 Ethernet User-to-Network Interface. The service provides bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Figure 1 lists the available UNI physical interfaces, their associated Committed Information Rate (CIR) bandwidth increments and the Committed Burst Sizes (CBS).

UNI Speed	UM Physical Interface:	CIR increments	CIBS (bytes)
10Mbps	10BaseT	1Mbps	25,000
100Möps	100BasoT	10Mbps	250,000
lGbps	1000BaseT or	100Mbps	2,500,000
	1000BaseSX	1000Mt5ps	25,000,000
10Gbps	10GBASE-SR or 10GBASE-LR	10000Mbps	25,000,000

Figure 1: Available UNI Interface types and CBS values for different CIR Increments

1.2 Maximum number of UNIs. The service supports up to 100 UNIs per network. Additional UNIs are considered on an Individual Case Basis (ICB).

1.3 Class of Service Options. The service offers three CoS options. The CoS options allow for differentiated service performance levels for different types of network traffic. It is used to prioritize customer mission-critical traffic from lesser priority traffic in the network. The customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to it. Figure 2 lists the service performance objectives associated with On-Net (for distances within 250 miles) and Off-Net Services. Only Basic or Priority CoS are permissible for On-Net and Off-Net services delivered via the Comcast Hybrid Fiber Coax (HEQ Network. Locations delivered via Off-Net Services will only guarantee the CoS value for the On-Net performance tier metrics.

	Chars	of Service.	(CoS)
Performance Objective	Promisme	Priority	Basic
On Net Services (* 250 miles)			
Latency (one way)	< 12 ms	< 23ms	< 45ms
Jitter (one way)	< 2ms	< 10ms	< 20ms
Packet Loss (one way)	< 0.001%	< 0.01%	< 1%
Availability (On-Net Services delivered via Fiber)	> 99.99%	> 99.99%	> 99.99%
Ava∛ability (On-Net Services delivered vía HFC Network)	Not Applicabie	>99.9%	> 99.9%
Off-Net Services delivered via Filter			
Availability	> 99.95%	> 99,95%	> 99.95%
Off Net Services delivered vie Non-Fibe			
Availability	> 99.9%	> 99.9%	> 99.9%

Figure 2: CoS Performance Objectives

© Comcast Business Communications, LLC Confidential and Proprietary Information All Rights Reserved 1.4 CoS Identification and Marking. The customer must mark all packets using 802.1p CoS values as specified in Figure 3 to ensure the service will provide the intended CoS performance objectives specified in Figure 2, locations delivered via On-Net or Off-Net Services delivered via the MEC Network will only honor Basic or Priority CoS values. All other values will be treated as Basic.

GoS	3(0)2 1p
Premium	5
Priority	2-3
Basic	0-1

Figure 3: CoS Marking

1.5 Traffic Management. Comcast's network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the customer-transmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and burst size (CBS), Comcast will discard this traffic. For packets marked with a non-conformant CoS marking, the service will transmit them using the Basic service class without alteding the customer's CoS markings.

 MAC Addresses. Comcast supports up to 250 MAC addresses per UNI and up to 2500 MAC addresses per ENS Domain.

17 Maximum Frame Size. The service supports a Maximum Transmission Unit (MTU) packet size of 1600 bytes to support untagged or 802.10 tagged packet sizes. Jumbo Frame sizes can be supported on an Individual Case Basis (ICB).

1.8 VLAN Tag Preservation. The service supports IEEE 802.10 VLAN-tagged customer packets. All customer VLAN IDs and priority code points (IEEE 802.1p) for CoS are transmitted and received unaltered by the service. Untagged packets are mapped to the native VLAN specified by customer. Customers may configure their own VLANs on their customer owned. Customer Premise Equipment (CPE) without coordination with Comcast. Comcast may reserve one VLAN for network management purposes.

1.9 Ethernet Service Frame Disposition. Different types of Ethernet frames are processed differently by the service. Frames may pass unconditionally through the network or may be limited as in the case of broadcast, unknown unicast and multicast frames to ensure acceptable service performance. Refer to Figure 4 for Comcast's service frame disposition for each service frame type.

Service Frame Type	Service Frame Delivery
Unicast	All frames delivered unconditionally
Multicast	Frames delivered conditionally
Broadcast	Frames delivered conditionaliy

Figure 4: Service Frame Delivery Disposition

1.10 Layer 2 Control Protocol (L2CP) Processing. The service will discard, tunnel across the Comcast network, or peer (process) L2CP service frames at each UNI, Refer to Figure 5 for Comcast's L2CP disposition. For L2CPs with multiple disposition possibilities, the customer must specify to Comcast which disposition should be taken. The default disposition is to discard these L2CP service frames.

Destination MAC Address	Layer 2 Control Protocol	L2CP Frame Disposition
01-80-C2-00-00-00	STP, RSTP, MSTP	Discard (All UNIs)
01-80-C2-00-00-01	PAUSE	Discard (All UNIs)
01-80-C2-00-00-02	LACP, LAMP	Discard (All UNIs)
01-80-C2-00-00-02	Link OAM	Peer or Discard (disposition specified per UNI)
01-60-C2-00-00-03	802.1X	Discard (All UNIs)
01-80-C2-00-00-07	E-LMI	Discard (All UNIs)
01-80-C2-00-00-0E	LLDP	Discard (All UNIs)
01-80-C2-00-00-20 through 01-80-C2-00-00-2F	garp, Mrp	Tunnel (All UNIs)

Figure 5: L2CP Frame Disposition

1.11 Online Reporting. Comcast provides the customer with password-protected access to online reports containing historical network traffic information. Reports may vary based on the customer solution.

Section 2. Monitoring, Technical Support and Maintenance

2.1 Network Monitoring. Comcast monitors all Comcast Services purchased by a customer on a 24x7x365 basis.

2.2 Yechnical Support. Comcast provides customers a toll-free trouble reporting telephone number to the customer Enterprise Technical Support (ETS) that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating to CPE not provided by Comcast.

2.3 Escalation. Reported troubles are escalated within the Concast ETS to meet the standard restoration interval described in the Service Level Objectives. Troubles are escalated within the Concast ETS as follows: Supervisor at the end of the standard interval plus one hour; to the Manager at the end of the standard interval plus two hours, and to the Director at the end of the standard interval plus four hours.

2.4 Mathtenance. Comcast's standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and the customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days notice for service impacting planned maintenance. Emergency maintenance is performed as needed.

Section 3. Service Level Objectives

Comcast provides Service Level Objectives for the service, including network availability, mean time to respond, and mean time to restore. The service objectives are measured monthly from the Comcast point of demarcation.

3.1 Availability. Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered "inoperative" when either of the following occurs: (i) there is a total loss of signal for the service, (ii) output signal presented to the customer by Comcast does not conform to the technical specifications in Section 1.

3.2 Mean Time to Respond. Mean Time to Respond is the average time required for the ETS to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the ETS. 3.3 Mean Time to Restore. Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications in Section 1 of this document. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the ETS.

Section 4, Customer Responsibilities

Comcast provides CPE for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this CPE. As a result, the CPE must only be used for delivering Comcast services. Customers are required to shape their egress traffic to the contracted CIR.

Customers have the following responsibilities related to the installation, support, and maintenance of the Service.

4.1 Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.

4.2 Provide secure space sufficient for access to one (i) standard, freestanding, equipment cabinet at each of the customer facilities, no further than fifty feet from the customer router or switch interface.

4.3 Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the point of demarcation.

4.4 Locate and mark all private underground utilities (Water, Electric, etc.) along path of new underground placement not covered by utility companies.

4.5 Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.

4.6 Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each customer location.

47 The customer is responsible for coring of the building's outside walf and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.

4.8 Provide UPS AC power equipment, circuit sizing to be determined, if applicable.

4.9 Emergency local generator backup service, if applicable.

4.10 Provide access to the buildings and point of demarcation at each customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.

4.11 Provide, install and maintain a device that is capable of routing network traffic between the Service and the customer's Local Area Network (LAN).

4.12 Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

Section 5. Definitions

5.1 Latency. Latency, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a time interval.

5.2 Jitter, Jitter, also known as Frame Delay Variation, is defined as the short-term variations measured for a portion of successfully delivered service frames over a time interval.

5.3 Packet Loss. Packet Loss, also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI.

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Solution Provisioning and Project Plan

Typical site installations may take anywhere from 60 to 90 days for completion. Throughout the duration of the project a dedicated Comcast account team will be in contact providing status and answering any questions you may have.

Project Kickoff Meeting

Comcast Business Communications, LLC project management team will conduct a "Customer Implementation Call" to discuss the overall project. Each location will be discussed for accuracy in terms of relay rack space, appropriate power, etc.

Comcast Service Delivery Major Milestones:

- Outside and Inside Surveys Comcast will conduct outside plant and customer site surveys.
- **Permits & Right of Entry Agreements** Comcast will obtain required permits and work with property owner to obtain Right of Entry/Access agreements.
- Service Configurations Comcast National Team will implement Network Core Configurations.
- Outside and Inside Fiber/Coax Construction Comcast will complete outside and inside construction.
- Customer Premise Equipment Installation/Plant Test Date (PTD) Comcast will dispatch to the customer's premise to install CPE, connect CPE to Fiber, and call Comcast Test & Turn-up to complete plant test.
- Firm Order Commit (FOC) Comcast Service will be available to the customer. FOC is 90 calendar days from customer signature.

Comcast Responsibilities:

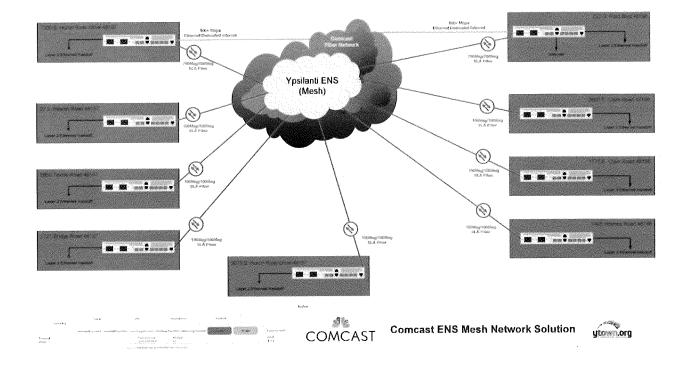
- Construct all OSP and ISP fiber optic cabling up to the agreed upon locations from the site survey forms and connect number of sites (XX) locations.
- Call for locates of public utilities in the right of way.
- Restoration of disturbed grounds.
- Assemble, configure and install all Comcast provided network equipment on customer premise.
- Test and verify all appropriate fiber connections.
- Test and verify all appropriate data interfaces/connections and verify throughput.
- Provide 24x7x365 network monitoring.
- Provide contact list information including escalation procedures and NOC information.
- Provide documentation detail services including customer network interface drawings.
- And any additional agreements per site survey document.

Detailed information regarding the customer responsibilities is available in the Technical Specifications section of the proposal.

Additional information can be provided upon request.

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Network Diagram



"Illustrative Diagram" – Actual installation may differ.

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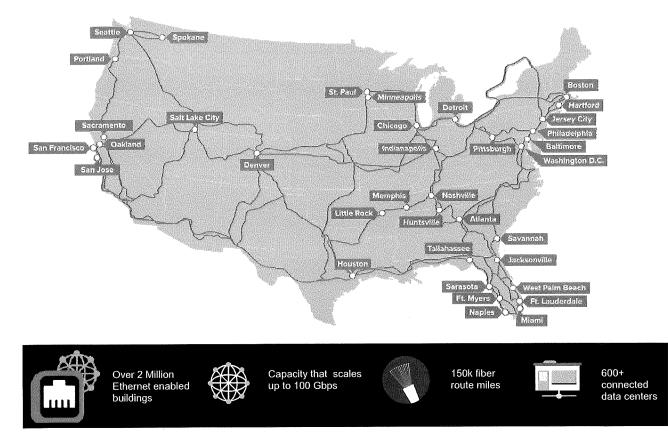
Company Overview

Comcast was founded in 1963 as a single-system cable operator and is now the nation's largest with over \$84 billion in revenue in 2017. We are one of the nation's leading providers of information, communications and entertainment products and services with over 24.7 million Internet customers, 11.7 million voice customers, 22.5 million video customers and hundreds of thousands of business customers.

With over 164,000 employees, we currently serve 20 of the top Metropolitan Statistical Areas (MSAs) in the US and provide service to customers in 39 states and the District of Columbia.

Our high-speed, high-capacity broadband and Ethernet services operate across our private, diverse enhanced network. With over 150,000 national route miles of fiber, our network is the largest facilities-based last mile alternative to the phone company.

With the first and largest fully 40G backbone, and the deployment of the first 100G router interface, Comcast's advanced network delivers reliable and scalable services for businesses of any size.



Diverse Network with National Reach

Comcast Business Communications, LLC is a subsidiary of Comcast Corporation, owner of the largest cable communications company in the United States and headquartered in Philadelphia. Building upon Comcast's and its subsidiaries' reputation as pioneers in developing innovative communications products and services for consumers, Comcast is bringing innovative technology and service capabilities to businesses, government, and educational organizations within Comcast Cable markets.

Comcast Business Communications leverages and augments Comcast's network with next-generation optical and access technologies to offer Internet and other data services directly to customers. An extensive network,

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delivering unmatched broadband capacity, and a commitment to customer service, enables Comcast to deliver superior broadband services to a range of all businesses and organizations — small, medium, and large.

Consistent with Comcast's business strategy to deliver unprecedented bandwidth, network reach, and a superior customer experience, Comcast has invested in advanced network technologies, business and operating support systems, as well as network professionals. These investments have resulted in scalable services, and superior service levels for those businesses and organizations served in the Comcast markets. In addition, the extensive footprint of the network allows Comcast to deliver coaxial and fiber capacity to many business locations that have been historically underserved by other network providers.

Among the services that Comcast and its affiliates provide are several that they have helped pioneer, including high-speed commercial cable-modem-based Internet services.

For more information on Comcast visit <u>http://www.business.comcast.com.</u>

Financial Qualifications

Comcast is a wholly owned, indirect subsidiary of Comcast Corporation, from which Comcast receives its funding. As such, Comcast does not release stand-alone financial results for Comcast Business or associated financial information. Please refer to the publicly filed external consolidated Comcast financial statements and earnings press releases posted at the Comcast Corporate web page: <u>http://www.cmcsk.com.</u>

Supplier Diversity Program

Diversity in our supply base is integral to our continued success. Our Supplier Diversity Program is designed to promote, increase and improve the participation of diverse businesses within our supply chain. It provides Comcast purchasers with reliable resources, creates jobs, strengthens our purchasing power and builds value for our shareholders.

Comcast NBCUniversal spent \$11 billion with diverse suppliers since 2010, including more than \$3.2 billion in 2016 with diverse Tier I suppliers. In addition, Comcast NBCUniversal was inducted into the Billion Dollar Roundtable, and we are the first media and technology company to join this prestigious list. We aim to provide equal access and opportunity to all suppliers, and to facilitate nondiscriminatory business relationships with diverse firms.

We also have a Tier II (subcontracting) program for vendors that may not be able to work directly as primary suppliers. We partner with non-diverse prime contractors and strongly encourage joint ventures, partnerships, and subcontracting as methods to create additional business opportunities for diverse vendors. In 2016, Comcast and NBCUniversal spent \$455 million with Tier II diverse subcontractors.

Active partnerships with organizations that support the inclusion of all vendors is a key success factor for our Supplier Diversity Program. Comcast is proud to support and collaborate with partner organizations to increase economic capacity for organizations and owners representing diverse communities. Comcast and NBCUniversal partner with supplier diversity organizations throughout the country. Our partners include:

- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise National Council (WBENC)
- National Veteran-Owned Business Association (NaVOBA)
- U.S. Hispanic Chamber of Commerce (USHCC)
- U.S. Pan Asian American Chamber of Commerce (USPAACC)
- The National Center for American Indian Enterprise Development (NCAIED)
- National Black Chamber of Commerce (NBCC)
- National Gay and Lesbian Chamber of Commerce (NGLCC)
- Walter Kaitz Foundation

We are honored by the recognition our Supplier Diversity Program received in 2016 and 2017:

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- For the third consecutive year, Comcast NBCUniversal earned a place among Black Enterprise's 2017 "Top 50 Companies for Supplier Diversity."
- Comcast NBCUniversal received the 2017 USBLN Leadership Award as "Top Corporation for Disability-Owned Businesses."
- Comcast NBCUniversal was recognized among *Affinity Inc* magazine's AIM 100 for the company's demonstrated leadership and commitment to LGBT inclusion.
- Comcast NBCUniversal earned recognition from the National Minority Supplier Development Council as 2016 Corporation of the Year for Innovation.
- The United States Hispanic Chamber of Commerce (USHCC) selected Comcast NBCUniversal as their 2016 Corporation of the Year.
- The Minority Business News USA team recognized Comcast NBCUniversal among the 2016 Corporate 101: America's Most Admired Corporations for Supplier Diversity.
- Comcast NBCUniversal was selected as a 2016 Military Friendly Supplier Diversity program by the National Veteran Owned Businesses Association (NaVOBA).
- Comcast NBCUniversal was named one of Women's Enterprise USA magazine's WE 100 Corporations of the Year.
- DiversityInc ranked Comcast NBCUniversal #5 among its 2016 "Best Companies for Supplier Diversity.

Additional information regarding Comcast's Supplier Diversity program is available at: http://corporate.comcast.com/our-values/diversity-inclusion/supplier-diversity

Industry Awards



Over the years, Comcast Business has been the recipient of several Metro Ethernet Forum (MEF) awards. These awards recognize excellence and innovation in the emerging Third Network community. In 2017, Comcast Business received the MEF Enterprise Application of the Year in the Health and the Sports & Enterprise categories. These awards recognize the most innovative use of Carrier Ethernet (CE) services to meet the requirements of health and sports & entertainment related applications. Comcast Business is the first carrier



in the world to be MEF CE 2.0 certified, leading the industry and demonstrating our commitment to enterprises.

General Information

Legal Name of Business	Comcast Business Communications, LLC (CBC)					
Ownership Structure	Limited Liability Corporation and Wholly-owned subsidiary of Comcast Corporation					
Years in Business	CBC began offering services to small businesses in 2006.					
Corporate Officers	Terrence J. Connell, Senior Vice President Daniel J. Carr, Vice President Michael D. Maloney, Vice President					
Accounting & Disbursements	Michael Salvia, Vice President, Finance					
FEIN	23-1709202 (Comcast Cable Communications Management, LLC)					
Pank Poference	Wells Fargo 101 North Independence Mall East Philadelphia, PA 19106					
Bank Reference	JP Morgan Chase Bank, N.A. 14800 Frye Road Fort Worth, TX 76155-2732					

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	Cisco 9850 Double R Boulevard Park Center East Reno, NV 89521 Rajshi Sidher, Credit Manager rsidher@cisco.com	
Supplier Reference	General Instrument Corporation <i>dba</i> Motorola Mobility, Inc. Broadband Communications Sector Communications Enterprise 101 Tournament Drive Horsham, PA 19044 Susan Bernard, Mgr. Accounts Receivable (215) 323-1288	
Dunn and Bradstreet Number	Comcast Business Corporation Comcast Cable Communication Division Comcast Business Communications, LLC	05-715-6663 78-767-2310 96-818-5491

Operations

Comcast provides high-quality service and effective maintenance of our network and customer base in several key business areas. These include: Network Operations and Field Operations. Comcast strongly suggests that all personnel involved in the decision process visit the network operations facilities of each of the bidders as part of the evaluation process.

Network Operations

The Network Operations organization provides superior customer care, which includes monitoring, troubleshooting, and resolution through its advanced 24 x 7 x 365 Network Operations Center (NOC) with two redundant Customer Care Centers in Colorado and Illinois. Each is staffed to answer any questions, perform changes to existing services and assist with technical troubles. The Customer Care Centers are staffed with Enterprise Tier II and Tier III repair groups, easily facilitating higher level technical support. The NOC continuously monitors the network equipment, service health, and performance of the Comcast network, responds to network events and service degradations, dispatches local field technicians, and informs customers of service issues, in many cases before the customer has noticed the problem. The Network Operations group also provides technical support and responds to trouble calls from network service customers including carriers, TLS and Native ATM customers, and voice product customers, through a staff of Technical Support Representatives (TSRs). The Comcast NOC also operates a 24 x 7 x 365 Technical Customer Support helpdesk that responds to calls for all of Comcast services.

The NOC maintains a staff of engineers and technicians with an average of 12 years' tenure, thus ensuring business continuity. This staff is trained in an array of networks, elements, and technologies in the Comcast network (Ethernet, ATM, Frame Relay, SONET, T-1/T-3, local and long-distance telephony, Internet Access, and LAN/WAN based services). Comcast engineers and technicians have earned many industry certifications, including: CCIE (Cisco Certified Internetwork Expert), Cisco Certified Network Associate (CCNA), Cisco Certified Network Professional (CCNP), Microsoft Certified Systems Engineer (MCSE), A+, Network+, and other certifications in specific vendor equipment.

One-Stop-Shop – Care for all levels of Business products.

Planned Maintenance – Seven day advanced notice to Metro Ethernet and Advanced Voice Customers which include Trunking and Hosted PBX products.

Dedicated Project Managers for accurate and timely delivery of all Comcast products. Project Managers are your single Point of Contact.

Proactive Monitoring at the customer premise level allows quick resolution to network issues with fast response times. Comcast will generate a ticket if an alarm has been triggered on our network.

Enterprise Monitoring - Comcast has a robust set of tools to detect and isolate faults from network infrastructure to CPE issues.

Field Operations

The role of Field Operations in Comcast is two-fold. First, Field Operations provides an effective field presence for technical support of our core (ATM, IP, Optical) network. They perform on-site repairs and trouble-shooting on a daily, ongoing basis and dispatch field technicians to support our voice switches and other hardware. These field crews are the "on-site" presence to remedying any network trouble.

Second, Field Operations provides leadership for customer installations. Field Operations Project Coordinators are assigned to each new account to singularly manage the local work required for each install. The Project Coordinator manages the dispatch of local technicians to install switches, routers, servers, and other equipment on the company side of the company/customer demarcation point.

Network Security

The Comcast Information Security Policy set defines the rules and processes that protect the information resources of Comcast. This set consists of supporting policies and standards including, but not limited to, Access Control, Business Continuity, Content Protection, Network Security, Physical and Environmental Security, etc.

Policies are reviewed at minimum annually. In some cases, internal or external drivers may warrant additional reviews of the policies. The Policy and Governance Council (PGC) is responsible for the maintenance of technology security policies and standards administered across Comcast.

Network Management Reporting

The Comcast Business Customer Portal (BCP) is a web-based portal providing a central location for customers to view and manage their Ethernet services. Through the portal, customers can view their Ethernet sites and services including UNI ID, EVC ID, port speed, access type, bandwidth, and Class of Service (CoS). Additionally, customers can view historical performance data including latency, packet loss, jitter, availability, and utilization. Customer will be given a secure web login to review the external reporting data at their convenience.

Comcast Escalation Procedures

NOC End user support and Escalation Procedures

The NOC is organized with a standard 3-tier escalation configuration with automatic escalation intervals. Tier 4 support is escalated to Comcast's Network Engineering Department. The NOC is staffed 24 x 7 x 365. Technicians remain on call 7 x 24 to assist with major problems. The NOC may also dispatch technicians 7 x 24. Customers are welcome to request to speak with a supervisor or manager at any time.

Priority 1		Shift Lead	Manager	Director	Vice President
Total outage; multiple customers or	Business Hours	15 Mins	30 Mins	1 Hour	3 Hours
multiple locations	Non-Business Hours	1 Hour	2 Hours	6 Hours	8 Hours
Priority 2	·	Shift Lead	Manager	Director	Vice President
Total outage, single customer/single location, or partial outage of	Business Hours	1 Hour	2 Hours	4 Hours	12 Hours
multiple customers or multiple locations	Non-Business Hours	2 Hours	4 Hours	12 Hours	
Priority 3		Shift Lead	Manager	Director	Vice President
Partial outage, single customer or location	Business Hours	2 Hours	4 Hours	12 Hours	-
	Non-Business Hours	6 Hours	12 Hours		-

Service Level Objectives

In the event of a service interruption, Comcast shall use commercially reasonable efforts to respond to the service interruption and to clear the service interruption within the time frames set forth below. Comcast shall notify customer that Comcast has dispatched its personnel to effect restoration and repair and shall inform customer when service has been restored.

Category	Objective
Network Availability	99.99%
Mean Time to respond telephonically to call	30 minutes
Mean time to restore equipment	4 hours
Mean time to restore fiber	6 hours

Certificate of Insurance

ACORD	CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 11/26/2018		
THIS CERTIFICATE IS ISSUED CERTIFICATE DOES NOT AFF BELOW. THIS CERTIFICATE REPRESENTATIVE OR PRODU	IRMATIV	ELY OF RANCE	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEND OR ALT	er the Co	VERAGE AFFORDED E	BY TH	E POLICIES	
IMPORTANT: If the certificate If SUBROGATION IS WAIVED, this certificate does not confer	subject to	the te	rms and conditions of th	ie policy, certain p uch endorsement(s	olicies may	NAL INSURED provision require an endorsement	sorb t.As	e endorsed. tatement on	
RODUCER				CONTACT	· · · · · · · · · · · · · · · · · · ·				
MARSH USA INC. 1717 Arch Street				PHONE IAC No Extl		FAX (A/C, No):			
Philadelphia, PA 19103-2797				PHONE (A/C No Ext): E-MAIL ADDRESS:	THE REAL PROPERTY OF THE PARTY OF THE PART				
Attn: Comcast.Certs@marsh.com	Fax 212-948	0360			URER(S) AFFOR	ING COVERAGE		NAIC #	
				INSURER A : ACE Ameri				22667	
SURED				INSURER B : Indemnity I				43575	
COMCAST CORFORATION ONE COMCAST CENTER				INSURER C : ACE Prope				20699	
1701 JOHN F. KENNEDY BLVD.				INSURER D : ACE Fire U				20702	
PHILADELPHIA, PA 19103				INSURER E :		<u>, , , , , , , , , , , , , , , , , , , </u>			
				INSURER F :					
OVERAGES	CERT	FICAT	E NUMBER:	CLE-005523417-11		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE F INDICATED. NOTWITHSTANDING CERTIFICATE MAY BE ISSUED O	ANY REQ R MAY PE	UIREME	INT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONTRACT ED BY THE POLICIE	OR OTHER	document with respe d herein is subject t	ст то	WHICH THIS	
EXCLUSIONS AND CONDITIONS O	F SUCH PO	DLICIES	LIMITS SHOWN MAY HAVE	BEEN REDUCED BY	PAID CLAIMS	r			
SR TYPE OF INSURANCE				(MM/DD/YYYY)	(MM/DO/YYYY)	LIMI	s		
A X COMMERCIAL GENERAL LIABIL	ITY		XSLG71209313	12/01/2018	12/01/2019	EACH OCCURRENCE DAMAGE TO RENTED	\$	4,900,0	
CLAIMS-MADE X OCC	UR					PREMISES (Ea occurrence)	\$	4,900,0	
X SIR:\$100,000						MED EXP (Any one person)	\$	10,0	
						PERSONAL & ADV INJURY	\$	4,900,0	
GEN'L AGGREGATE LIMIT APPLIES P	ER:					GENERAL AGGREGATE	<u> </u>	25,000,0	
X POLICY JECT LC						PRODUCTS - COMP/OP AGG	\$	\$,000,	
OTHER:			A A NARAMERA A	1203100016	10000	COMPARTS CINES E LINET	\$	·····	
			ISA H25275364	12/01/2018	12/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$	10,000,0	
X ANY AUTO						BODILY INJURY (Per person)	\$		
AUTOS ONLY SCHEDI						BODILY INJURY (Per accident) PROPERTY DAMAGE	3		
HIRED NON-OV AUTOS ONLY AUTOS						(Per accident)	1		
			V00 007004040 004				\$	10 000 0	
	มส		XOO G27924840 004	12/01/2018	12/01/2019	EACH OCCURRENCE	3	10,000,0	
	MS-MADE					AGGREGATE	5	10,000,0	
DED X RETENTIONS			WLR C65440398 (AOS)	12/01/2018	12/01/2019	X PER OTH	\$		
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	YIN		WLR C6544043A (CA, MA)	12/01/2018	12/01/2019			2,000.0	
- OFFICER/MEMBEREXCLUDED?		1A		12/01/2016	12/01/2019	E.L. EACH ACCIDENT	\$	2,000,0	
(Mandatory in NH)			SCF C65440519 (WI)	12/01/2010	12/01/2010	E.L. DISEASE - EA EMPLOYEE	\$	2,000,0	
If yes, describe under DESCRIPTION OF OPERATIONS below	r			10/21/20.10	1081/2010	EL. DISEASE - POLICY LIMIT	15		
A Excess Workers Compensation			WCUC65440477 (WA)	12/01/2018	12/01/2019	Ea Acc/Dis Employee/Dis Polic	Ĭ	2,000,	
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ESCRIPTION OF OPERATIONS / LOCATION VIDENCE OF INSURANCE	NS / VEHICLE	S (ACOR	D 101, Additional Remarks Schedu	ule, may be attached if mor	e space is requi	red)			
CERTIFICATE HOLDER				CANCELLATION					
COMCAST BUSINESS COMMUNK ONE COMCAST CENTER 1701 JO PHILADELPHIA, PA 19103).	SHOULD ANY OF THE EXPIRATIO ACCORDANCE W	N DATE TH	DESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS.	ANCE BE D	lled Before Elivered in	
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				of that sit cost the.					
,				Manashi Mukherjee	-	Marroshi Mul	ener	fer	

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Price Proposal

Comcast is pleased to provide the following pricing in response to this proposal.

Option One: Ethernet Network Service (ENS):

Location and Service	Qty.	Product	Bandwidth	MRC	
Comcast Ethernet Network Service (Basic CoS)					
Ypsilanti Townshi City Hall - Primary Site-7200 S. Huron River Drive Ypsilanti, MI 48197	1	ENS	700 Mbps	\$537.75	
Primary Site 2-222 S. Ford Blvd Ypsilanti, MI 48198	1	ENS	700 Mbps	\$537.75	
Secondary Site 1-20 S. Hewett Road Ypsilanti, MI 48198	1	ENS	100 Mbps	\$303.75	
Secondary Site 2-8869 Textile Road Ypsilanti, MI 48198	1	ENS	100 Mbps	\$303.75	
Secondary Site 3-2727 Bridge Road Ypsilanti, MI 48198	1	ENS	100 Mbps	\$303.75	
Secondary Site 4-9075 S. Huron River Drive Ypsilanti, MI 48198	1	ENS	100 Mbps	\$303.75	
Secondary Site 5-2600 E. Clark Road Ypsilanti, MI 48198	1	ENS	100 Mbps	\$303.75	
Secondary Site 6-1775 E. Clark Road Ypsilanti, MI 48198	1	ENS	100 Mbps	\$303.75	
Secondary Site 7-1405 Holmes Road Ypsilanti, MI 48198	1	ENS	100 Mbps	\$303.75	
			MRC	NRC	
Total (60 Month Term)			\$3,201.75	\$40,930.00	

Comcast Note: Pricing as proposed above requires purchase of all sites **Terms and Conditions**— unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, are subject to Comcast standard terms and conditions for those products and services unless otherwise stated herein. Any changes or variations in the standard terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

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References

State of Washington

Mike Lilly 360-902-3316 1500 Jefferson St, Olympia WA 98501 mike.lilly@watech.wa.gov

State of Minnesota

Bruce Zimmerman 651-201-1138 Bruce.zimmerman@state.mn.us

Village of Downers Grove 801 Burlington Ave. Downers Grove, IL 60515

Liangfu Wu, Ph.D 630-434-5544

Grosse Pointe Public Schools 389 St. Clair Street Grosse Pointe, MI 48230 Steve Woloszyn, Technology Manager 313-432-3000 steve.woloszyn@gpschools.org

Macomb Intermediate School District

46650 Heydenreich Macomb, MI 48044 Butch Murray 586-228-3300 bmurray@misd.net

Grand Rapids Schools

1331 Franklin Road SE Grand Rapids, MI 49501 Craig Ghareeb 616-819-2000 ghareebc@grps.k12.mi.us

CASE STUDY

Denver-based **Sage Hospitality** is ahead of the curve in having high-volume bandwidth ready for demanding business guests, both individually and in corporate groups. Comcast helps Sage deliver an enhanced experience for business guests, costeffectively, with Comcast Business Services.

Kelly L. McCourt, Vice President of Marketing for Sage Hospitality, explains, "Sage's business guests sometimes require greater broadband capabilities than a standard hotel offers. We have technology groups that would like to have 10 Mbps, 20 Mbps, sometimes more. With Comcast's services, we can scale up easily without relying on legacy T1 lines."

Sage Hospitality's IT operation oversees over forty prestigious properties around the United States. Roughly 2,000 of its rooms are served by Comcast broadband, scalable as needed, for video and Ethernet. Both are central to the experience Sage wants all its guests to enjoy.

The streamlined equipment housed in a single-location makes for easier maintenance than distributed equipment in every room. "High-definition TV is an inroom amenity all guests enjoy," McCourt says. "With Comcast it's easy to offer this service."

Comcast Business Services delivers cost effective solutions. "There can be significant cost advantages when you compare broadband with legacy services," McCourt affirms.

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Comcast Account Team

Commercial Matters

Cary Schmidt Strategic Enterprise Account Executive 517-480-4147 caryn_schmidt@comcast.com

Technical Matters

Tyler Primrose Sales Engineer 616-278-7967 tyler_primrose@comcast.com

Manager Brad Gramlin Director 616-204-9553 william_gramlin@comcast.com

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Comcast Exceptions

Comcast agrees to honor the terms and conditions previously negotiated with the <u>Township of Ypsilanti</u>. Comcast takes exception to any additional or differing terms contained herein, and reserves the right for negotiation of those items as necessary.

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Appendix

Enterprise Services Master Services Agreement

Comcast Enterprise Services General Terms and Conditions

ARTICLE 1: DEFINITIONS

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

Affiliate: With respect to each party, any entity that controls, is controlled by or is under common control with such, party.

Agreement: Collectively, these General Terms and Conditions, the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, any applicable Product Specific Attachment and each binding Sales Order.

Comcast: The operating Affiliate of Comcast Cable Communications Manager LLC aat pro Services. References to lomca t in A 5 ar shall also include its Affil and thei ectiv officers, employees, agen successors, and assigns, us the

Comcast Equipment: – Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items.

Customer: The entity named on the Enterprise Services Master Service Agreement Cover Page.

Customer-Provided Equipment: Any and all facilities, equipment or devices supplied by a party other than Comcast or its authorized contractors for use in connection with the Services.

Network: The Comcast Equipment, facilities, fiber optic or coaxial cable associated with electronics and other equipment used to provide the Services.

© Comcast Business Communications, LLC Confidential and Proprietary Information All Rights Reserved **Product Specific Attachment(s) or PSA(s):** The additional terms and conditions applicable to the Services.

Sales Order: A request to provide the Services to a Service Location(s) submitted by Customer to Comcast on (a) the then- current Comcast form designated for such purpose or (b) such other form, or in such other manner, as may be agreed upon by the parties.

Service(s): Service(s) provided by Comcast pursuant to a Sales Order. All Services provided under the Agreement are for commercial, non-residential use only.

Service Commencement Date: With respect to each Service, "Service Commencement Date" shall have the meaning specified in the PSA applicable to such Service, it eing to destood that a single Sales Order containing hultiple Service Loca bus or Services may have multiple reference Commencement Dates.

Service Location(s). The Customer location(s) where Comcast provides the Services.

Service Term: As specified in a Sales Order, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered. If not specified in a Sales Order, the Service Term shall be one (1) year from the Service Commencement Date.

Termination Charges: Charges that may be imposed by Comcast upon early termination of a Service as specified in the applicable PSA.

"Website" – means the Comcast website where the General Terms and Conditions, PSAs, the Privacy Policy and the Use Policies are posted. The current URL for the Website is https://business.comcast.com/terms-conditionsent (as the same may be updated by Comcast from timeto-time).

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. To request Service at a Service Location(s), Customer shall submit a properly completed Sales Order to Comcast. Such Sales Order shall become binding on the parties upon the earlier of (i) Comcast's notice to Customer that it accepts such Sales Order, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins installation or construction for delivery of the Services. Each Sales Order submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built or

upgraded in order to provide the ordered Services. Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer shall be deemed to have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.2 Access. In order to deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access") within and/or outside each Service Location. Within the Service Location, Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Services. In the event that Customer fails to secure or maintain such Access, Comcast (i) may cancel or terminate Service at such Service Location pursuant to Article 4.3 and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party.

2.3 <u>Hazardous Materials</u>. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing and/or installing Services until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

2.4 Equipment

Α. Comcast Equipment. Comcast may, in its sole discretion, remove or change Comcast Equipment. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Comcast shall maintain, at its cost, Comcast Equipment during the term of this Agreement; provided,

© Comcast Business Communications, LLC Confidential and Proprietary Information All Rights Reserved however, that such maintenance shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order, Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

Customer-Provided Equipment. Customer (ii) shall have sole responsibility for providing maintenance, repair, operation and replacement of all Customer-Provided Equipment, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the demarcation point (i.e., the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location). Neither Comcast nor its employees, Affiliates, agents or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or be liable for any damage, loss, or destruction to Customer- Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from Customer- Provided Equipment.

2.5 <u>Network, Intellectual Property and IP</u> <u>Addresses.</u>

The Network is and shall remain the property of Α. Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of twelve (12) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

B. Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/online addresses provided in connection with such Services, including, but not limited to, Internet Protocol addresses, e-mail addresses

and web addresses.

C. Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("Licensed Software") are, in each case, owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

D. The Agreement provides no right to use any party's or its Affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities.

2.6 License Grant. If Customer requires the use of Licensed Software from Comcast in order to use the Customer shall have a nonexclusive, Services. nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges: Changes to MRC: Taxes.

A. Customer agrees to pay all charges associated with the Services, including, but not limited to, (i) any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer and (ii) charges incurred as the result of fraudulent or unauthorized use of the Services. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive

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Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services. With respect to each Sales Order, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law) modify the monthly recurring charges applicable to (i) Ethernet, Internet and/or Video Services at any time after the expiration of the initial Service Term and (ii) any other services at any time; provided, that, Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing.

B. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.2 Payment Terms; Disputes

Α. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice and will be considered timely made to Comcast if received within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any prorated charges for the Services, from the Service Commencement Date to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party based on Customer's agreements with such third parties ("Third Party Fees"). Any such Third-Party Fees shall be payable pursuant to Customer's contract or other arrangement with such third party and/or Comcast. Comcast shall not be responsible for any dispute regarding Third Party Fees. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Any payment not made when due will be subject to a late charge equal to the lower of (i) 1.5% per month and (ii) the highest rate allowed by law. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay

all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

B. If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following Customer's receipt of the applicable invoice.

3.2 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer.

ARTICLE 4. TERM & TERMINATION

4.1 <u>Sales Order Term</u>. Upon the expiration of the Service Term applicable to a Sales Order, each Sales Order shall automatically renew for successive periods of one (1) year each (each, a "Renewal Term"), unless prior written notice of non- renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the MSA Term, such Sales Order shall continue to be governed by the terms and conditions of the Agreement.

4.2 <u>Termination for Convenience</u>. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) at any time, upon thirty (30) days prior written notice to Comcast. Comcast may terminate the Agreement upon notice if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

4.3 <u>Termination for Cause</u>. If either party breaches any material term of the Agreement and the breach continues un- remedied for thirty (30) days after written notice of default, the other party may terminate for cause any Sales Order materially affected by the breach. Either party may terminate a Sales Order immediately upon notice to the other party if the other party has become insolvent or involved in liquidation or termination of its business, or

© Comcast Business Communications, LLC Confidential and Proprietary Information All Rights Reserved adjudicated bankrupt, or been involved in an assignment the benefit of its creditors. for Effect of Expiration/Termination of a Sales Order. Upon the expiration or termination of a Sales Order for any reason (i) Comcast shall disconnect the applicable Service, (ii) Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems and (iii) Comcast may assess and collect from Customer applicable Termination Charges. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non- defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

5.1 Limitation of Liability.

THE AGGREGATE LIABILITY OF COMCAST Α. FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, NOT OTHERWISE LIMITED HEREUNDER. AND WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION APPLY SHALL NOT то COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF IP CLAIMS UNDER SECTION 6.1(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION DOLLARS (\$1,000,000) AND (II) THE AGGREGATE AMOUNT OF FEES RECEIVED BY COMCAST FROM CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE IP CLAIM FIRST AROSE.

NOTWITHSTANDING ANYTHING TO THE C. CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL COMCAST BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (1) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (2) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (3) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD

PARTIES; OR (4) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP ITS DATA, FILES, AND SOFTWARE PRIOR TO THE INSTALLATION OF SERVICE AND AT REGULAR INTERVALS THEREAFTER.

D. NOTWITHSTANDING ANYTHING то CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, **OR FOR TERMINATION CHARGES.**

5.2 Disclaimer of Warranties. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, errorfree, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail- safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment.

5.3 Exclusive Remedies. Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 6. INDEMNIFICATION

6.1 <u>Comcast's Indemnification Obligations</u>. Subject to Sections 5.1(B), 5.1(C) and 5.1(D) and any other limitations contained in the Agreement, Comcast shall indemnify defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents (the "Customer Indemnified Parties") from and against all , actions, causes of actions, damages, liabilities,

© Comcast Business Communications, LLC Confidential and Proprietary Information All Rights Reserved losses, and expenses (including reasonable attorneys' fees) arising out of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Comcast while working on the Service Locations.

6.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service, (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service;

(iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

6.3 Indemnification Procedures. To the extent a party may be entitled to indemnification under this Agreement (an "Indemnified Party"), such Indemnified Party shall (i) promptly notify the other Party (the "Indemnifying Party") in writing of any pending or threatened claim or demand that the Indemnified Party has determined has given or would reasonably be expected to give rise to such right of indemnification (an "Action") and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY

Disclosure and Use. All Confidential Information 7.1 disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, (i) such information may be disclosed (A) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services and rendering the Services(provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement and (ii) each party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure, (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party, (D) is developed independently by the receiving party without use of the disclosing party's Confidential Information or (E) is required to be disclosed by law or regulation. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. Notwithstanding anything to the contrary contained in this Article 7.1 or the Agreement, Customer acknowledges and agrees that Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service.

7.2 <u>Publicity</u>. Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other party.

7.3 <u>Remedies</u>. Notwithstanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

ARTICLE 8. PROHIBITED USES; USE AND PRIVACY POLICIES

8.1 Prohibited Uses: Comcast Use Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture

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or as part of any outsourcing activity) the Services or any component thereof. Customer acknowledges and agrees that Customer's and its users' use of Services shall be subject to Comcast's acceptable use policies ("AUPs") and security policies (together with the AUPs, the "Use Policies") that may limit Customer's and its users' use of the Services. The Use Policies are posted on the Website, and are incorporated into this Agreement by reference. Comcast reserves the right to act immediately and without notice to (i) terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use or information is in violation of this Article 8.1 or the Use Policies and (ii) terminate or suspend the Services in the event of fraudulent use of Customer's Services. Customer acknowledges and agrees that Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of the Services to Customer.

8.2 Privacy Policy. Comcast's commercial privacy policy (the "Privacy Policy") applies to Comcast's handling of Customer confidential information. The Privacy Policy is available on the Website. Notwithstanding the foregoing or anything to the Contrary contained in the Agreement or the Privacy Policy, Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

ARTICLE 9. MISCELLANEOUS TERMS

9.1 Force Maleure. Neither party nor its Affiliates shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

9.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either party hereunder shall be binding on all successors in interest and permitted assigns of such party.

9.3 <u>Notices</u>. Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a party may designate by written notice to the other party): (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd.,

Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <u>https://business.comcast.com/landingpage/disconnect</u> (as the same may be updated by Comcast from time-to-time).

9.4 Amendments: Changes to the Agreement. The Agreement may not be amended except by a written agreement executed by the parties; provided, that, notwithstanding the foregoing, Comcast may change or modify the Agreement (including these General Terms and Conditions and the PSAs), and any related policies (including the Use Policies and Privacy Policy) from time to time ("Revisions") by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revision's impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer's sole and exclusive remedy for any Revisions. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

9.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to either party, the affected party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

9.6 Entire Understanding: Construction: Survival: Headings: No Waiver. The Agreement supersedes all prior agreement between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement

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between the parties with respect to the subject matter hereof. In the event that any portion of the Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each party represents and warrants that the persons who executes the Agreement on its behalf are duly authorized to do so.

9.7 Choice of Law: Compliance with Laws. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. Each of the parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

9.8 No Third Party Beneficiaries: Independent Contractors. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

Form C: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Please reference the solution pricing and design in the Comcast Network Service Proposal

One Time Build Cost:	\$40,930.00	¥	
Monthly Charges:	\$3,201.75	¥	

Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

(Please attach a detail of the cost with this cost form page)

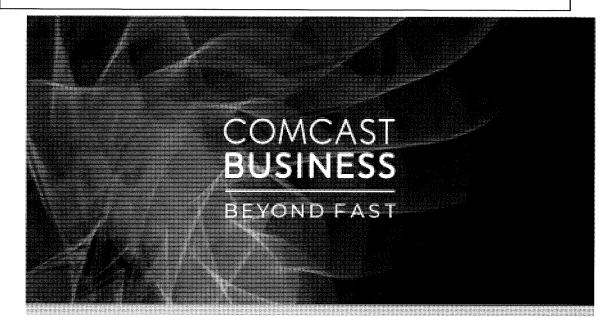
Company Name: Comcast Business Comm	unications, LLC	
Address: One Comcast Center		
Address:		
City, State, Zip: Philadelphia, PA 19103		
Telephone Number: 412-747-6489		
Federal Employer Identification Number:	23-1709202	
eMail://william_eubanks@cable.comcast.com		
l a		
	Terrence J. Connell	
Byrunen Lonne	Title: Senior Vice President	Date: 3/20/2019
(Signature)	(Typed or printed name)	
THIS PAGE MUST BE SIGNED A	AND INCLUDED IN YOU	R PROPOSAL.
Unsigned proposa	Is will not be considered	

* see next page

Pricing Options

Comcast has provided pricing with the minimum monthly charges for our network services. If you choose to pay more than the monthly charges quoted of \$3,201.75 and reduce the one-time build cost of \$40,930.00 we can provide you with options to reduce the one-time build cost.

Other bandwidth choices are also available based upon your requirements per site: 10MB to 100MB or 100MB to 1000MB. We provided pricing at 700MB for the primary and secondary sites and 100MB to each of the secondary sites.



Form D: Iran Business Relationship Affidavit.

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	Comcast Business Communications, LLC
Street Address	One Comcast Center
City	Philadelphia
State	Pennsylvania
Zip	19103
Corporate I.D. Number / State	TSC161028090274-1
Taxpayer I.D. #	23-1709202

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Charter Township of Ypsilanti.

I have reviewed the terms and conditions and insurance requirements prior to submitting this bid solicitation.

America

Signature

Senior Vice President

Title

Comcast Business Communications, LLC Company

3/20/2019

Date

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

То:	Ypsilanti Township Board of Trustees
From:	Travis McDugald, IS Manager
Re:	Accept the proposal of ACD for the installation of a 1Gbps Internet Connection to service the Township Civic Center at a cost of \$699.95 with a 60 month agreement and authorize the Township Supervisor and Township Clerk to sign necessary agreements upon legal counsel review.
Date:	2019-Mar-20

On the February 19th Township Board of Trustees meeting the Township Board authorized Computer Support to seek proposals for the replacement of the Civic Centers current primary internet service connection

The bid was posted on MITN and the Township received proposals from five service providers as listed below.

Service Provider	Term	Connection Speed	Monthly Cost
ACD	60	1Gbps	\$699.95
ACD	60	0.5Gbps	\$549.90
Amerinet	60	1Gbps	\$1,445.00
Amerinet	60	0.5Gbps	\$1,175.00
Comcast	60	1Gbps	\$1,475.00
Comcast	60	0.5Gbps	\$1,010.00
Granite Tellcom LLC	120	1Gbps	\$1,600
Granite Tellcom LLC	96	0.5Gbps	\$1,480
Makannah Group	60	1Gbps	\$1,700
Makannah Group	60	0.5Gbps	\$1,400

The Township is currently paying \$1,239 per month for a connection speed of 0.050Gbps. The current service agreement will expire in July.

I respectfully request the Township Board Accept the proposal of ACD for the installation of a 1Gbps Internet Connection to service the Township Civic Center at a cost of \$699.95 with a 60 month contract and authorize the Township Supervisor and Township Clerk to sign necessary agreements upon legal counsel review.

Thank you for your consideration, Travis McDugald IS Manager, Charter Township of Ypsilanti

Form C: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with
 performing the services described herein have been determined and included in the
 proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Min Ingress	Min Egress	Max Contract	Proposed	OTC	Monthly Cost
50Mbps	50Mpbs	48		11111	
100Mpbs	100Mpbs	60			
250Mpbs	250Mpbs	72	250 Mbps	None	\$449.90
500Mpbs	500Mpbs	96	500 Mbps	None	\$549.90
1Gbps	1Gbps	120	1 Gbps	None	\$699.95

Delivered by ACD Fiber

<u>Max Contract</u> is the maximum number of months to use for quoting. <u>Proposed</u> is your speeds in the format of **ingress/egress** <u>OTC</u> are any One Time Charges required. <u>Monthly Cost</u> must include all service changes and fees

(Please attach a detail of the cost with this cost form page)

Company Name: _ACD	of the life is a second second	
Address: _1800 N. Washington Ave		
Address:		
City, State, Zip: Lansing, MI 48906		
Telephone Number: _517-999-3218		
Federal Employer Identification Number:		
eMail:wilson.tim@acd.net		
to whi		1.1.1
	Title: SR. Account EK.	Date: 3/15/19
	(Typed or printed name)	
THIS PAGE MUST BE SIGNED	AND INCLUDED IN YOUR PRO	POSAL.

Unsigned proposals will not be considered.

CHARTER TOWNSHIP OF YPSILANTI

Form D: Iran Business Relationship Affidavit.

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	ACD	
Legal Name	KEPS Technologies Inc.	
Street Address	1800 N. Washington Ave.	
City	Lansing	
State	Michigan	
Zip	48906	
Corporate I.D. Number / State	FEIN 38-2974920	
Taxpayer I.D. #	FEIN 38-2974920	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Charter Township of Ypsilanti.

I have reviewed the terms and conditions and insurance requirements prior to submitting this bid solicitation.

Signature

Account

Title

Company

Date



ACD RFP Response

Request for Proposal – Charter Township of Ypsilanti RFP-2019-01-29-ISP Dedicated Internet Services:

The ACD Fiber Network solution that ACD is proposing for the Charter Township of Ypsilanti offers a highly reliable service and secure connection.

Specifications of the ACD Proposal:

- Construction of additional ACD fiber network to the Charter Township of Ypsilanti at 7200 S. Huron Drive.: ACD will provide all engineering, construction, and planning for a fiber route from ACD existing fiber to the Charter Township of Ypsilanti's offices at 7200 S. Huron Dr.
- In addition to the above, ACD will work closely with Charter Township of Ypsilanti to provide a seamless transition to the ACD fiber network. Coordinate all splicing and constriction needs to meet Charter Township of Ypsilanti's expectations of 100% up time during working hours.

ACD has extensive experience in handling engineering, construction, and planning of internet and voice connections for educational institutions, municipalities, cellular carriers and business partners. ACD also has extensive experience in 24x7 technical support and help desk operations needed to best support large School Districts and Enterprise business connections.

Additional Description/Features of the ACD solution:

ACD Construction services will meet or exceed all of the requirements as detailed in the RFP project number RFP-2019-01-29-ISP

ACD understands the intent and full scope of work as described in the RFP and will comply with all stated items. Including but not limited to the following:

- Work closely with the Charter Township of Ypsilanti, to coordinate a successful fiber installation.
- ACD's Execution Plan will enact the vast knowledge of ACD's 125+ employees in our Design, Construction, Service Delivery and Support teams to provide all Time Lines, Scheduling and Installation details to complete RFP project number RFP-2019-01-29-ISP
- Interface with all City's, Townships, Public Utilities, or Contractors for all Permits and Licenses.
- Provide all equipment and labor required under stated applicable standards to complete RFP project number RFP-2019-01-29-ISP
- Provide a list of all equipment, materials, and services used for the project. (See Attached Quotes)
- Upon acceptance, Provide a 2-year warranty on all equipment and labor.
- Guarantee a 2-Hour response time on any and all equipment outages.
- Provide a complete escalation list of names of contact numbers of ACD technicians and staff that will be responsible for construction of, and supporting all services.

Executive Summary

ACD background and Key Reliability Features:

- ACD has been doing business in Mid-Michigan for 25+ years. We are a financially sound registered and licensed Michigan CLEC phone company, headquartered in Lansing, MI. with fully trained in-house technicians and engineering staff.
- ACD owns and operates a Class 5 Carrier-Grade Phone switch in Lansing with full redundancy and QOS service over the entire voice/data network infrastructure, and is 911 certified. ACD is interconnected directly with various other telecommunication firms, including AT&T, Zayo, Verizon, Level 3, and various cell companies.
- ACD provides multiple internet gateways and backbone peering arrangements from multiple locations across our state-wide network. With OC-192 Gateways from only Tier One Internet Back-Bone Providers
- ACD owns and maintains a Fiber Optic network consisting of more than 3500 miles throughout the state connecting most major cities in Michigan utilizing SONET based and Ethernet Ring topology.
- Dual Fiber Connectivity at the ACD Datacenter and facilities for full redundancy.
- Multiple battery backup systems on all network equipment, with generator power available at all ACD facilities throughout the state.
- Fail over procedures include automatic re-routing of all internet traffic over SONET backbone, multiple Internet back-haul connections, and switch redundancy,
- LOCAL tech support and help desk, with 24x7 network engineering and monitoring.
- ACD is a LOCAL privately held corporation, wholly owned by Mid-Michigan citizens.
- ACD is fully insured with a \$20 million liability umbrella, and workers comp coverage.
- ACD constructs, supports, operates, and owns a 3,500 mile fiber optical network throughout Michigan. This ACD fiber Optic network connects and services many of the following entities and organizations:

 Many ILEC central offices in Michigan, Including; Grand Rapids, St. Joseph, Benton Harbor, Battle Creek, Kalamazoo, Buchanan, Niles, Ann Arbor, Lansing, East Lansing, Okemos, Holt, Eaton Rapids, Haslett, Charlotte, Mason, Saginaw, and Howell.
 - Multiple local Educational, municipalities and government buildings throughout Ingham and Eaton

County and Michigan State University via the ACD metro fiber network.

- Various regional Internet services providers throughout Michigan.
- Long distance wholesale telecommunications and VOIP providers.
- Fiber optic and internet connectivity to educational entities throughout MI

dvo 800 ans	nced Communication & Data N Grand River Ave ing MI 48906 tACD.net	Bill To: 93140 CHARTER TOWNSHIP OF YPSILANTI MR. TRAVIS MCDUGALD 7200 S. HURON RIVER DRIVE YPSILANTI, MI 48197 Tel: 734-484-4700 Email: tmcdugald@ytown.org	Install Location: 93140 - CIVIC CEN CHARTER TOWNSHIP OF YPSILAN MR. TRAVIS MCDUGALD 7200 S. HURON RIVER DRIVE YPSILANTI, MI 48197 Tel: 734-484-4700 Email: tmcdugald@ytown.org	Prepa	Page: ared Date: apared by:		Service Agre 1 of 4 3/15/2019 Tim Wilso Valid for 30 days fr http://www.AG	9 in om above. CD.net
Qty		Product/Servic	e		Term Months	Price Each	One Time Charges	Recurring Monthly
1	Fiber Construction Contributio	n			60			
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1	ACD Business-Class Fiber Or	tic Connection: Internet Bandwidth of 1Gb	ops Symmetrical	2568	60	\$650.00		\$650.00
	Gigzone Equipment For Ether		F /	40	60	\$9.95		\$9.95
	/27 Block IPV4 (32 IPs, 29 Us			79	60	\$20.00		\$20.00
1	Block IPV6 IP Service			79	60	\$20.00		\$20.00
24.0	700 00 70044 00 4000 044)C5-9990, C6-0, C7-3327, C8-3871 RI				Totals:		\$699.95
			-r bject to the Terms and Conditions contained on	Pages 2-4 h	erein:	. 514151		
	Signature:		Date://Name:		ті	tle:		
Ac	cceptance by ACD Officer:							
	Signature:		Date:// Name:		1	Title:		

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Qty		Product/Servic	e		Term Months	Price Each	One Time Charges	Recurring Monthly
1 Fiber (Construction Contributio	n			60			
1 ACD E	Business-Class Fiber Op	tic Connection: Internet Bandwidth of 500	Mbps Symmetrical	1972	60	\$499.95		\$499.95
1 Gigzon	ne Equipment For Ether	net Handoff		40	60	\$9.95		\$9.95
1 /27 Blo	ock IPV4 (32 IPs, 29 Usa	able) IP Service		79	60	\$20.00 \$20.00		\$20.00 \$20.00
	IPV6 IP Service							
1 2171 0	2.62568 03.1002 04.0	IC5-9990, C6-0, C7-3327, C8-3871 R	-E			Totals:		\$549.90
			bject to the Terms and Conditions contained on	Pages 2-4 h	erein:			
	Signature:		Date://Name:		Tit	le:		
Acceptan	ice by ACD Officer:							
	Signature:		Date:/ Name:		т	tle:		

dva 300 ansi	ACD.net	Bill To: 93140 CHARTER TOWNSHIP OF YPSILANTI - CIVIC MR. TRAVIS MCDUGALD 7200 S. HURON RIVER DRIVE YPSILANTI, MI 48197 Tel: 734-484-4700 Email: tmcdugald@ytown.org	Install Location: 93140 CEN CHARTER TOWNSHIP OF YPSILAN MR. TRAVIS MCDUGALD 7200 S. HURON RIVER DRIVE YPSILANTI, MI 48197 Tel: 734-484-4700 Email: tmcdugald@ytown.org	Prepa	I Page: ared Date: epared by:		Service Agre 1 of 4 3/15/201 Tim Wilso Valid for 30 days fr http://www.Ad	9 on rom above.
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	Fiber Construction Contributio	0		_	60	EdCh	Charges	Montally
-	ACD Business-Class Fiber On	tic Connection: Internet Bandwidth of 250Mbps S	vmmetrical	1575	60	\$399.95		\$399.95
	Gigzone Equipment For Ether		(1999) 772	40	60	\$9.95		\$9.95
	/27 Block IPV4 (32 IPs, 29 Us			79	60	\$20.00	1	\$20.00
	Block IPV6 IP Service			79	60	\$20.00		\$20.00
-								
-		C5-9990, C6-0, C7-3327, C8-3871 REF1 s and accepts this order for service, subject to	the Terms and Conditions contained on	Pages 2-4 h	erein:	Totals:		\$449.90
			e://Name:			tle:		
Ac	ceptance by ACD Officer:							
	Signature:	Da	te:/ /Name:		т	itle:		

Page 2

- Rates: Prices for the Services do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility or other similar taxes and/or fees. All such taxes and fees shall be
 paid by Customer and will be added to any amounts otherwise charged to Customer unless Customer provides Advanced Communication and Date (herein refered to as ACD) with an appropriate
 exemption certificate. If any amounts paid for the Services are refunded by ACD, applicable taxes may not be refundable.
- Performance & Limitations: Please visit www.ACD.net/sla.cfm for a copy of our Service Level Agreement (SLA) for uptime guarantee. For Interruptions resulting from Internet traffic, customer hardware
 or software, or individual websites or services outside the control of ACD are not counted in the availability percentage provided in SLA. ACD guarantees all stated performance criteria to the Primary
 Network Access Point (NAP), and other peering points ACD peers with.
- 3. Bandwidth, Excessive Use of, and Burstable Charges: Excessive bandwidth is Internet usage on a non-Enterprise level connection that exceeds a reasonable level for the service purchased, determined by ACD, at its sole discretion. ACD will notify a customer of the excessive usage and may, at its sole discretion, suspend service, rate limit customers bandwidth, require additional fees, or terminate customers service. Enterprise Services or collocation services with burstable or metered bandwidth usage (burstable) is billed above the contracted commit on a Mbit scale normalized on the 95th percentile billing standard at ACD standard rates.
- 4. IP Addresses: ACD will provide a reasonable amount of IP addresses to the customer (may require additional charge). Customer must adhere to the ARIN.NET swip templates and IP block assignment guidelines. IP address blocks that are not in use may be reclaimed or readjusted by ACD to conform to IP address assignment guidelines.
- 5. Installation, Setup & Support: Installation is to the DMARC at the address listed on the first page of this agreement. Any extension(s) from the DMARC beyond basic installation, at ACD's sole descretion, is the Customer's responsibility and if provided by ACD is at additional cost. Setup of workstations/servers is not included in the installation of service, unless otherwise specified. ACD will provide basic support related to monitoring, IP addressing, DNS and other ACD related services. Missed appointment by customer where ACD requires access to internal wiring are subject to a \$50.00 truck roll fee.
- 6. ACD Owned Equipment: Equipment installed by ACD but not sold to or sold under a lease-to-own arrangement to customer (including, but not limited to: routers, switches, wires, racks, modems, wires, panels, phones, etc.) is and shall remain the property of ACD, regardless of where it is installed within the customers location(s), and shall not be considered a fixture or an addition to the premise or land where it is installed. Customer will not make any alterations, disconnect, remove, attempt to repair, or otherwise tamper with, or expose the Equipment to any claim, lien, encumbrance, or legal process without ACD's prior written consent. Customer is responsible for damage to, or loss of, ACD Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of ACD. Following termination of service, ACD retains ownership to the Equipment, and its right to remove Equipment from the customers premise.
- 7. Common Carrier: ACD and Customer agree that ACD is solely acting as a common carrier in its capacity of providing services hereunder, is not a publisher of any material or information and does not block, filter or screen information passing through it's network or sites on the Internet as a whole or in part and has no obligation to monitor internet content.
- 8. Normal Operations: Customer understands and agrees that occasional temporary interruptions of any Internet Services may occur as normal events in the providing of Internet Services. ACD agrees to exercise reasonable care to prevent such occurrences; however, under no circumstances will ACD be held liable for any financial or other damages due to such interruptions. In no event shall ACD be liable to the Customer or any other person for any special, incidental, consequential or punitive damages of any kind, including, without limitation, refunds of fees, loss of profits, loss of income or cost of replacement services.
- 9. Copper Loop or DSL Orders: Due to digital subscriber line (DSL, EFM, and/or UltraSpeed) technology, the maximum Internet access speed deliverable to customer at the Premises cannot be finally determined until the time of installation. In the event the ordered service speed is over 30% less of the loop synchronization speed than the speed that was ordered within the contract, within 90-days of service start date, you may request a service plan DSL service speed at the applicable lower rate, upgrade service with additional loops where possible, or cancel service without penalty. Loop synchronization speed is measured on ACD's equipment and is the sum of the loop synchronization speed of the loop or loops that comprise of the connection.
- 10. Term, Expiration and Renewal of Contract: Contract term begins upon acceptance of service. At the end of the initial contracted term, services and/or rentals of equipment are automatically renewed as a month to month contract at the price of the original term of the contract, unless either party is notified. Any subsequent renewal will be processed on the 1st of the month following receipt by ACD. Any equipment sold under a lease-to-own arrangement becomes property of the customer upon payment of the lease-to-own amount under the term of the agreement.
- 11. Acceptance, Installation & Porting: Upon notification that a Service is available, customer may test the Service to determine if the Service is operating in accordance to the agreement. If Customer provides ACD with written notice that a service is in material non-compliance with the applicable agreement/ specifications within three (3) business days after ACD notifies Customer that the Service is available, then ACD will promptly take such reasonable action as necessary to correct any such non-compliance in the Service and shall, upon correction, notify customer of a new start date of service.
- . If customer does not deliver a non-compliance notice with the three (3) business day period, Customer shall be deemed to have accepted Service, and the billing will commence on the Start of Service Date. Porting of numbers must be scheduled by customer within seven (7) business days after service is installed and confirmed working. If port is not scheduled or customer delays porting for any reason, ACD will begin billing as of date of installation for all services.

Page 3

12. Charges & Payment: Recurring charges will be invoiced monthly and delivered electronically via email and/or via https://myaccount.ACD.net. A pro-rated portion of the first month's service will be included on the first invoice plus the next month's service in advance. Printed and mailed paper invoices will incur a fee of \$2.00 per. Payment is due within 25 days of the invoice date. Balances that remain unpaid after the due date are subject to a late fee of 1.5% per month (18% per annum), or the maximum rate permitted by law. Returned payments are subject to a \$25.00 fee. Accounts that remain unpaid after sixty (60) days after date of invoice(s) may (at ACD's sole discretion) have services interrupted, terminated, and/or any new projects and/or change orders delayed. Interruption, Termination or delay does not relieve Customer of the obligation to pay the monthly charges and/or early termination fees. All billing disputes must be made in writing no later than thirty (30) days after the date of invoice or a charge against your credit/debit card. Customer may withhold payment on the disputed amounts on an invoice provided that; 1.) the customer provides a written statement of the disputed charges to ACD in reasonable detail within thirty (30) days of invoice; 2.) pays the undisputed portion of the invoice; and 3) negotiates in good faith with ACD for resolving such dispute in a timely manner.

- 13. Credit Approval: Installation and Delivery of any and all services are subject to the continuing approval of Customer's creditworthiness.
- 14. Termination of Service: Services may be canceled or terminated by customer only by a 30 day advance written notice. If the Service(s) are cancelled or terminated prior to the end of the service term for any reason, including non-payment, then Customer shall pay all charges incurred plus an Early Termination Fee equal to: a) 75% of the base monthly service charges for each of the remaining months in the selected agreement term; b) any and all fees ACD incurs in connection with cancellation of the Services; c) 100% of the remaining term payments for equipment that ACD provides under a lease-to-own arrangement; d) the retail price for any non-returned ACD equipment. A number transfer or "Port Order" does not constitute written notice. Any services affected by a "Port Order" will be terminated and ACD will select the most appropriate billing plan for any remaining numbers and/or services on your account, and you will continue to be responsible for all the charges and fees associated with the remaining services, including any charges incurred plus any early termination or cancellation fees applicable to the service(s) affected by the "Port Order."
- 15. Original Document: A scanned copy or a facsimile of this Agreement and the signatures thereon are deemed to be originals by both parties.
- 16. Termination prior to Installation: Should the Customer cancel or change the Services requested prior to the installation date, the Customer shall pay ACD all costs incurred by ACD to install the Services or in preparing to install the services that it otherwise would not have incurred.
- 17. Construction & Service Provisioning: The pricing stated herein is contingent on Service availability (as determined by ACD) and/or an Engineering Review. If the Service is to be furnished via facilities either built by ACD or acquired from a serving Local Exchange Carrier are/or become unavailable for use, or cost prohibitive to construct or replace, ACD may provision service over alternative facilities, present for customers agreement a "One Time Fee", or discontinue Service without liability or any further obligation. Customer will provide and/or obtain all required easements for ACD infrastructure & equipment installed on private property. Customer will mark any private underground utilities/facilities and will mark ACD infrastructure installed on private property. Any Construction, restortation and/or repairs required on customer premises is the responsibility and shall be paid for by the customer.
- 18. Acceptable Use: All services are governed by our Acceptable Use Policy available at http://www.ACD.net/acceptableuse.cfm and are included herein by reference.
- 19. Telephone Services: All Telephone/VoIP services are governed by our terms and conditions located at http://www.ACD.net/voip/termsandconditions.htm and are included herein by reference. ACD must be/remain your primary carrier for your telephone service for any bundled pricing to remain in effect.
- 20. Unlimited Calling Plan Restrictions (Local and Long Distance): Customer must subscribe to local access with ACD with Unlimited Local and/or Long Distance Calling on all lines at the customer's service location. Applies only to domestic direct-dialed calls. Toll-free calls, operator-assisted calls, and calling cards will incur additional charges. Calling plan covers live voice calls. Certain applications, which are at ACD's sole desertion, e.g., auto-dialing, broadcast FAX, modem to modem, long distance Internet or intranet access, call center and certain switching applications, or usage patterns that are inconsistent with normal business voice applications are not allowed. Excessive use or Customers not complying with the terms of the plan will be changed to a per-minute rated plan at ACD's sole discretion. Service not available in all areas.
- 21. E911 Services: ACD is subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to you and/or your company, as is the case with E911 service provided by a traditional telephone service provider, you are advised that the E911 service provided by ACD: may not 1.) function with the loss of electrical power to the telephone equipment or other equipment allowed to use their IP-based phones remotely; 4) will not function if the telephone equipment necessary to place calls is not correctly configured; 5) may not transmit the correct physical address for the E911 call due to incorrect information provided by you, use of a non-native telephone number or delays in loading/updating automatic number identification and location information to the E911 database; 6) may not be capable of being received and/or processed by an emergency call center do to the center's technical limitations; and 7) may be affected by
- other factors or force majeure events, such as quality of the broadband connection and network congestion. Your signature on this agreement will serve as your acknowledgement that ACD has advised you of these potential necessary to route E911 calls to the appropriate emergency call center; 2) may not function if the broadband connection is not operational; 3) will not function at a remote location or may transmit incorrect physical location information for the caller if users are limitations. ACD will also provide labels, at your request, to alert users to the limitations discussed above. The
- FCC has suggested that these labels be placed on or near the telephone and/or equipment associated with your service. The physical location which you provided to us prior to the initiation of service and at which our services are first installed shall be the registered location that will be provided to the emergency call center when you place a E911 call and will remain the registered location until ACD is notified in writing of any change.

- 22. Regulatory Requirements: If the Federal Communications Commission, a state Public Utilities or Service Commission or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of changing or superseding any material term or provision of this Agreement, including rates, surcharges or taxes, then this Agreement shall be deemed modified in such a way as is consistent with the form, intent or purpose of the ruling.
- 23. Limitation of Liability: NEITHER ACD NOR ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES OR SUPPLIERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, (INCLUDING WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACD liability for all claims of any kind arising out of or related to this Agreement, whether based on contract, tort, including without limitation, strict liability and negligence, warranty or on any other legal or equitable principles shall be limited to strict money damages and shall not exceed in the aggregate, fees paid by Customer to ACD during the one (1) month period immediately preceding the event given rise to liability. ACD may disclose user information if required by a governmental agency, or by operation of law, or, if necessary, in any proceeding to establish rights or obligations under this Agreement.
- 24. Disclaimer of Warranties: Customer assumes total responsibility for use of the services and applicable equipment at its own risk. Customer recognized that ACD has no responsibility for the security of or loss of stored data, intrusion of unauthorized access, content accessible or action taken and ACD expressly disclaims any responsibility for such content or actions, except as specifically set forth herein. ACD MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY SERVICE OR EQUIPMENT PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANITES BY ACD ARE HEREBY EXCLUDED AND DISCLAIMED.
- 25. Force Majeure: ACD shall not be liable to Customer or any other person, firm or entity for any failure of performance under this Agreement if such failure is due to any cause or causes including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm, or other similar occurrences; any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governmental agency, department, commission, court, bureau, corporation or other instrumentality of any one or more of said governments) or of any civil or military authority; national emergencies, insurrections, riots, wars; or strikes, lockouts, or work stoppages or other labor difficulties; ACD failures, shortages, breaches or delays.
- 26. Indemnity by Customer: Customer agrees to release, hold harmless, defend and indemnify ACD, its subsidiaries, officers, directors, employees and agents from any claims, demands, losses, causes of action, damages, costs and expenses, including attorney fees, and/or consequential damages, or any other liability arising out of or in any manner relating to: 1) Customer's breach of any of the terms of this Agreement; and 2) any claim for withholding or other taxes that might arise or be imposed due to this Agreement or the performance hereof.
- 27. Assignment: This Agreement shall not be assigned by the Customer without the prior written consent of ACD.
- 28. Severability: The unenforceability of any portion of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement.
- 29. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, and that Ingham County shall be the proper venue, of any claim or controversy regarding this Agreement or its subject matter and the parties hereby consent to such jurisdiction and venue.
- 30. Sole Use: The services on this agreement are for Customer's sole use and may not be used for Multi-Tenant applications, resold, or shared without ACD's written permission.
- 31. Representation and Warranty: These Terms and Conditions supersede all previous representations, understandings or agreements for the Services & Goods on this order and shall prevail notwithstanding any variance with terms and conditions of any order submitted. The individual, by signing, warrants and represents that he/she is an authorized representative of the above named individual or company, as such, may enter into contracts on behalf of the above named individual or company and that the company is duly organized, validly standing and in good standing order under applicable law.

Customer Product Information Sheet

Date:

and the second		Physic	al Location Information		
Company Name:	CHARTER TOWNSHIP OF YPSI	ANTI - CIVIC	CENTER	Customer ID:	93140
Address:	7200 S. HURON RIVER DRIVE			Suite/Floor:	
City, State, Zip:	YPSILANTI, MI 48197				
Primary Co Onsite Co Additional Co		Phone #: Phone #: Phone #:	Tel: 734-484-4700	Email: Email: tmcduga Email: Email:	ald@ytown.org
Location inside building	g where circuit is to be installed?	-			
Is this a Single or Multi	-Unit Location?	Single	Multi	AC Power in Phone Room?	Yes 🔲 No
Is access to the Buildin	g/DMARC restricted?	X Yes	No Do you have a Fire	e or Security System?	Yes 🔲 No
If Yes, who should we	contact?			Phone #:	
		Fiber C	onstruction Information		
Existing Telecom Servi	ces Enter Building:	Aerial L	X Underground If Unc	lerground, is Conduit available?	Yes
Please provide a dia	gram of the building with the locatior y conduit to the public right away, pr	n of where the e	existing telecom providers have th	neir Network Interface, any ex	isting conduit from inside to
Please provide a diag outside as well as an	gram of the building with the locatior y conduit to the public right away, pr	n of where the e roperty lines, ar	existing telecom providers have th	neir Network Interface, any ex	isting conduit from inside to
Please provide a diag outside as well as an will be at the custom	gram of the building with the locatior y conduit to the public right away, pr ers expense.	n of where the e roperty lines, ar Billin	existing telecom providers have th nd any known obstructions to und g Contact Information	neir Network Interface, any ex	isting conduit from inside to
Please provide a diag outside as well as an will be at the custom Please delivery my inve	gram of the building with the locatior y conduit to the public right away, pr ers expense.	n of where the e roperty lines, ar Billin	existing telecom providers have th nd any known obstructions to und	neir Network Interface, any ex	isting conduit from inside to
Please provide a diag outside as well as an will be at the custome Please delivery my inve Name:	gram of the building with the locatior y conduit to the public right away, pr ers expense. Dices via (check at least one): Err MR. TRAVIS MCDUGALD	n of where the e roperty lines, ar Billin	existing telecom providers have th nd any known obstructions to und g Contact Information	neir Network Interface, any ex	isting conduit from inside to
Please provide a diag outside as well as an will be at the custom Please delivery my inve Name: Address:	gram of the building with the location y conduit to the public right away, pr ers expense. bices via (check at least one): Em MR. TRAVIS MCDUGALD 7200 S. HURON RIVER DRIVE	n of where the e roperty lines, ar Billin	existing telecom providers have th nd any known obstructions to und g Contact Information	neir Network Interface, any ex	isting conduit from inside to
Please provide a diag outside as well as an will be at the custome Please delivery my inve Name:	gram of the building with the locatior y conduit to the public right away, pr ers expense. Dices via (check at least one): Err MR. TRAVIS MCDUGALD	n of where the e roperty lines, ar Billin	existing telecom providers have th nd any known obstructions to und g Contact Information	neir Network Interface, any ex	isting conduit from inside to

		nformation		
ACD hands off Etherr	net to a customer supplied router, unless specified on page one	of the agreement.		
	Technical Point Of Contact:			
Contact Name:	MR. TRAVIS MCDUGALD	Phone Number:	Tel: 734-484-4700	
E-mail Address:	Email: tmcdugald@ytown.org	ARIN Handle (if already	/ assigned)	·····
How many IP addre	esses will be ACD provided?	Statio	c IP's needed?	No
ACD does not provi	de Network Address Translation(NAT).			

recommends that local netw	s use 50% of the assigned block of IP addresss at the time of assignment. You mut ork administrators use Network Address Translation whenever feasible. As part of j	•		-
accessible by others.	ct Information Sheet		Data	
Customer Frodu			Date:	
			and the second	
		_S Services		
Number of		_S Services		
Number of 1st Location A	Locations:			Internet Injection (circle): Y N
1st Location A	Locations:			Internet Injection (circle): Y N
1st Location A	Locations: ddress: P Block/Subnet to be used:			
1st Location A IF 2nd Location A	Locations: ddress: P Block/Subnet to be used: ddress:			Internet Injection (circle): Y N Internet Injection (circle): Y N
1st Location A IF 2nd Location A	Locations: ddress: P Block/Subnet to be used: ddress: Block/Subnet to be used:			Internet Injection (circle): Y N
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CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

То:	Ypsilanti Township Board of Trustees
From:	Travis McDugald, IS Manager
Re:	Accept the low bid proposal from Next International for the purchase of server hardware budgeted in account 101.266.000.977.000 at a cost of \$61,600.
Date:	2019-Mar-20

On the February 19th Township Board of Trustees meeting the Township Board authorized Computer Support to seek proposals for the purchase of four new computing servers.

The bid was posted on MITN and the Township receive three proposals as listed below.

Vendor	Brand	Cost	
Access Interactive	Dell	\$111,137.61	
HyperTech	HPE	\$130,095.89	
Next International	SuperMicro	\$61,600*	

*specs where improved from the submitted bid

I respectfully request the Township Board accept the lowest cost proposal from Next International for the purchase of server hardware with a cost of \$61,600 budgeted in account 101.266.000.977.000.

Thank you for your consideration, Travis McDugald IS Manager, Charter Township of Ypsilanti

Form E: Mailing Label

FROM:	
Company Name: Next International	a management and the the state of the states
Contact Person: S- TEK	
Phone Number: 972 - 4987 - 1/13	
Email: TEKO NEQX.COM	
Solicitation Event Title: <u>Server Hardware</u>	В
A Solicitation Event Number: <u>RFP-2019-01-29-SVRHW</u>	Buyer Initials
E Due Date: 2019-Mar-14 Time: 3:00 PM E.T.	TVM
DELIVER TO:	
Charter Township of Ypsilanti	
Township Clerk	
7200 S. Huron River Dr.	
Ypsilanti, MI 48197	

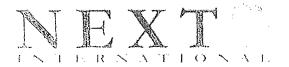
Form 7: Did Check List

Bid Copies; 1 Paper

Signed copy for Form C.

Signed copy for Form D.

Envelope with Form E's mailing label



BID PROPOSAL

Next International Inc

 SM264783	

13725 Gamma Rd. Farmers Branch, TX 75244 972-481-1113

BID PROPOSAL TO CHARTER TOWNSHIP OF YPSILANTI Solicitation Event Title: Server Hardware Solicitation Event Number: RFP-2019-01-29-SVRHW

QTY	SERVER 1 ITEM DESCRIPTION	UNIT PRICE	EXTENDED
1	SUPERMICRO SUPERSERVER 2029U-E1CRTP 2U RACK SERVER FEATURES: NETWORK : 2 X 10G SFP+ PORTS POWER: 2X 1000W POWER SUPPLIES DRIVE BAYS 24 2.5 HOT SWAP SAS3/SATA WITH TRAYS	15,350.00	15,350.00
2	INTEL XEON 8C GOLD 6134 (3.20GHZ/24.75MB) CPU		
: 1	MEMORY: 256GB (8X32GB) DDR4 2666MHZ ECC REG./ SUPERMICRO CERTIFIED	• •	:
12	DRIVES: INTEL ENTERPRISE S4510 1.9TB 2.5IN SATA 6GB/S SSD FEATURES : SEQUENTIAL READ = (UP TO) 560 MB/S SEQUENTIAL WRITE = (UP TO) 510 MB/S RANDOM READ = 97000 IOPS RANDOM WRITE = 35500 IOPS		
1	CONTROLLER: SUPERMICRO AOC-S3108L-H8IR: 8 INTERNAL PORTS, 12GB/S PER PORT SUPPORT FOR RAID 0, 1, 5, 6, 10, 50, 60		
1	SUPERMICRO 2GB BATTERY BACKED UP WRITE CACHE		
2	SAS3 CABLING	2	
1	TRUSTED PLATFORM MODULE 2.0 (TPM)		

3 PAGES

1	OOB 1 DEDICATED OUT OF BAND MANAGEMENT CARD (ILO, IDRAC, IPMI, ETC) LICENSED FOR REMOTE CONSOLE LICENSED FOR MOUNTING REMOTE MEDIA/ISOS		
1	SET OF RACK KIT		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
1	FREE ASSEMBLY / TEST		- , // //
1	WARRANTY : 4 YEAR PARTS DELIVERED NEXT DAY	0.00	0.00
perta sel consectora 1 1	na ang sara kana ang sara ang sara kang s	Şiran yarını analaşını in akakka I	
,. k. 00 - 1 pre	SUBT	OTAL	15,350.00
	TAX @(0.00%	0.00
		OIAL	15,350.00

QTY	SERVER 2, 3, AND 4 ITEM DESCRIPTION	UNIT PRICE	EXTENDED
1	SUPERMICRO SUPERSERVER 2029U-E1CRTP 2U RACK SERVER FEATURES: NETWORK : 2 X 10G SFP+ PORTS POWER: 2X 1000W POWER SUPPLIES DRIVE BAYS 24 2.5 HOT SWAP SAS3/SATA WITH TRAYS	12,865.00	12,865.00
2	INTEL XEON 8C SILVER 4110 (2.10GHZ/11MB) CPU		·
1	MEMORY: 256GB (8X32GB) DDR4 2666MHZ ECC REG./ SUPERMICRO CERTIFIED		
12	DRIVES: INTEL ENTERPRISE S4510 1.9TB 2.5IN SATA 6GB/S SSD FEATURES : SEQUENTIAL READ = (UP TO) 560 MB/S SEQUENTIAL WRITE = (UP TO) 510 MB/S RANDOM READ = 97000 IOPS RANDOM WRITE = 35500 IOPS		
· 1	CONTROLLER: SUPERMICRO AOC-S3108L-H8IR: 8 INTERNAL PORTS, 12GB/S PER PORT SUPPORT FOR RAID 0, 1, 5, 6, 10, 50, 60		
1	SUPERMICRO 2GB BATTERY BACKED UP WRITE CACHE		

2	SAS3 CABLING	ne wan ni bingasana kulu ya ⁿⁱ ne kulu sana baba ya kuti kana masa kuti kati masa kuti masa kuti masa kuti masa k			
1	TRUSTED PLATFORM MODULE 2	.0 (TPM)		ч 4	2
1	OOB 1 DEDICATED OUT OF BAND CARD (ILO, IDRAC, IPMI, ETC) LICENSED FOR REMOTE CONSC LICENSED FOR MOUNTING REM	DLE		······································	
1	SET OF RACK KIT				
. 1	FREE ASSEMBLY / TEST	nya nya katala na kat	1	2004 - 100 C. 100 C. 200 C. 200 C.	
1	1 WARRANTY : 4 YEAR PARTS DELIVERED NEXT DAY		· · ·	0.00	0.00
			* * * * * * *		
		SUBT	OTAL	er og senter okken i Det i heler hande van det det de se	12,865.00
		TAX @	0.00%	anananga angkata nanananga sa katanga na angkanga angkata na papanan angkatang	0.00
		T	OTAL		12,865.00

Form D: Iran Business Relationship Affidavit.

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	Next International
Legal Name	Next International
Street Address	18725 Gamma R.J.
City	Farners Branch
State	TX
Zip	75244
Corporate I.D. Number / State	75-2596495
Taxpayer I.D. #	75-259 6495

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Charter Township of Ypsilanti.

I have reviewed the terms and conditions and insurance requirements prior to submitting this bid solicitation.

<u>Sr. Salas Rep.</u> Title

Naxt Internetional

3-6-2019

and the second second second second

Form C: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm. 0
- It can obtain insurance certificates as required within 23 calendar days after notice of . award.
- The cost and availability of all equipment, materials, and supplies associated with 0 performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Server		Cost
Server 1		15,5300
Server 2		12,86500
Server 3		12,86500
Server 4		12,86500
Shipping		79500
-	Total:	54,92000

(Please attach a detail of the cost with this cost form page)

Company Name: Next International
Address: 12725 Gamma Rd.
Address:
City, State, Zip: Farmers Blanch, TX 75244
Telephone Number: $9.72 - 481 - 1113$
Federal Employer_Identification Number: 75-2596495
eMail: TEKO NEQX.COM

By: (Signature

Title: Jr. Sales Rep. Date: 03-06-2019 (Typed or printed name)

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL. Unsigned proposals will not be considered.

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Ypsilanti Township Board of Trustees
 From: Travis McDugald, IS Manager
 Re: Accept the proposal of Granite Telecommunications POTs service and authorize the Township Supervisor and Township Clerk to sign necessary agreements upon legal counsel review.
 Date: 2019-Mar-20

On the February 19th Township Board of Trustees meeting the Township Board authorized Computer Support to seek proposals for the replacement of Plain Old Telephone Servers (POTs) lines used for Fire Department back phones and faxing.

The bid was posted on MITN and the Township receive one proposal.

The sole bid was received from Granite Telecommunications Inc for an estimated cost of \$281 per month with a 12 month service agreement. This cost is lower than the current \$430 per month the Township is currently paying.

I respectfully request the Township Board accept the proposal of Granite Telecommunications POTs service and authorize the Township Supervisor and Township Clerk to sign necessary agreements upon legal counsel review.

Thank you for your consideration, Travis McDugald IS Manager, Charter Township of Ypsilanti

Charter Township of Ypsilanti

Analog Phone Services RFP-2019-01-29-POTS March 14, 2019



Submitted to:Charter Township of YpsilantiAddress:Ypsilanti Township - Clerks Office7200 South Huron River DriveYpsilanti, MI 48197Phone:734-544-3670Re:Form 470 Application Number: 190016441

Submitted By:

Granite Telecommunications, LLC **Address:** 8255 Greensboro Dr. Suite 375

McLean, VA 22102

POC: Amy Rosenbery

571-570-2579 Email: govtproposals@granitenet.com Fax: (617) 328-0312



his document includes data that shall not be disclosed outside the Government or its representative, and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this document. If, however, a contract is awarded to this offeror as a result of—or in connection with— the submission of this data, the Government or its representative shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this document if it is obtained from another source without restriction. The data subject to this restriction is contained in all pages.



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COVER LETTER

Attention:Travis McDugald, Charter Township of YpsilantiSubject:Analog Phone ServicesReference:RFP-2019-01-29-POTS

March 14, 2019

Dear Charter Township of Ypsilanti Staff:

Granite Telecommunications, LLC is pleased to respond to the Charter Township of Ypsilanti's Request for Proposal (RFP) for analog phone services in five locations. Granite has the experience, the capability, and the resources necessary to provide the requested telecommunications services as a Competitive Local Exchange Carrier (CLEC). Within this response, Granite recognizes, understands, and clarifies that:

- All pricing provided is Firm-Fixed Pricing (FFP). All taxes, surcharges, and fees are included in Granite's price.
- This proposal shall remain valid for a period of 90 days from the date of this letter.
- Granite is a registered reseller of telecommunication services and enters into agreements with underlying carriers for the services. In the event the Charter Township of Ypsilanti terminates a service prior to the expiration of the term, then Granite shall waive all early termination fees typically assessed by Granite, but reserves the right to pass through any direct and verifiable cancellation fees assessed by the underlying carrier.
- Required Forms C and D are included in the Appendices.

If you have any questions or require additional information, please contact Amy Rosenbery at 571-570-2579 (or via email at <u>ARosenbery@granitenet.com</u>). We look forward to the opportunity to work with you.

Thank you,

Any Rues

Amy Rosenbery



1.0 OVERVIEW

Granite Telecommunications, LLC is pleased to provide this proposal for the Charter Township of Ypsilanti (the Township) for analog telephone service. We appreciate the opportunity to assist the Township as it continues being a "*Community of Opportunity*".

1.1 About Granite

Granite provides enterprise-wide telecommunications solutions using an industry-leading support platform, including dedicated program management and support teams, and a single, customizable invoice. For the past 16 years, Granite has been providing comprehensive telecommunications solutions to both large and small organizations; we serve some of the largest multi-location enterprises throughout the United States and Canada, as well as smaller organizations such as schools and libraries. Each organization—small, medium, or large receives our utmost attention to ensure customer satisfaction, no matter if it requests analog telephone service to more complex services.

Our products and services include:

- Managed Services
- Dedicated Internet Access
- Cloud Services
- Mobility
- Broadband

- Legacy Voice
- VoIP (SIP / Hosted PBX)
- Network Integration
- Multi-Protocol Label Switch (MPLS)
- SD WAN

As a Competitive Local Exchange Carrier (CLEC), our customers trust us with over 1.5 million voice and data lines servicing their locations in education, healthcare, retail, finance, real estate, hospitality, and more. Granite sets itself apart from competitors through its financial strength, customer service, customized solutions, and internally designed and developed, technologically advanced support systems. In addition, Granite's customers include 86 of the Fortune 100 and 18 of the top 20 largest retailers in the United States. Presently, Granite provides services for over 11,000 commercial and government customers across more than 650,000 locations.

1.2 Small Business Culture

Though Granite continues to grow and mature into a well-respected national company, it has always stressed the importance of the valuable features that a small business, like ours once was, have been built on. We have maintained an emphasis on customer accessibility, in-house operations, and a reliable executive team that has been with Granite since its inception. That team, including our Chief Executive Officer (CEO) and Chief Operating Officer (COO), has developed a business model that emphasizes familiarity and accessibility. Granite's executive team is accessible via personal email and cell phone at any

When you call Granite, you will never speak to a machine. Our team is available 24/7/365 to take your call. You'll also be given a personal concierge customer service contact who will handle all of your customer service needs throughout your time with Granite.



time if any matter requires escalation. An escalation chart, including contact information, is located within *Table 2*.

2.0 PROPOSAL DESCRIPTION AND REQUIREMENTS

Description

This proposal is to provide analog telephone services for 5 Township locations. Each analog line will fully support faxing abilities and other data communications as required by the Township. The locations and lines are listed out in the following table:

Name	Address	How Many Lines	
Ypsilanti Township Civic Center	7200 South Huron River Drive Ypsilanti MI 48197	1 POTS line New Number or Free Number Porting	
Ypsilanti Township Fire	222 S. Ford Blvd	2 POTS lines	
Station #1	Ypsilanti MI 48198	Exiting Number Porting Required	
Ypsilanti Township Hydro	2727 Bridge Road	1 POTS line	
Station	Ypsilanti, MI 48197	New Number or Free Number Porting	
Ypsilanti Township Fire	20 South Hewitt	1 POTS line	
Station #3	Ypsilanti, MI 48197	Exiting Number Porting Required	
Ypsilanti Township Fire	8869 Textile Rd.	1 POTS line	
Station #4	Ypsilanti MI 48197	Exiting Number Porting Required	

Table 1: Township Locations for Analog Service

Granite is a registered reseller of telecommunication services and enters into agreements with underlying carriers. Granite is a registered CLEC, and in the case of this response for the Township, will be using services from AT&T, our electronically-bonded local exchange carrier partner.

Requirements

2.1 Responsible Standings of Bidder (RFP #1.2.5, p 11)

2.1.1 Bidder must at least have the ability to obtain adequate financial resources without limitation.

Granite can assure the Township that we have adequate resources for the projects we implement and maintain. We currently realize \$1.4 Billion in annual revenue currently, with no debt. We are

a privately-held, debt-free company with no outside investors. We are cash flow positive. Granite makes no financial investment in marketing; instead we shift our resources toward providing our customers with the innovative benefits that come with a partnership with Granite.

With Zero Debt, we shift our resources toward providing our customers with innovative benefits like customized billing and superior customer service.

These benefits allow us to put increased resources into developing customized billing solutions and

superior customer service support from Granite-recruited, college-educated, and internally trained professionals. Granite's philosophy is to use our resources towards proactively enhancing



our customers' experience and allowing that commitment to incentivize our potential future partnerships.

2.1.2 Bidder must be able to comply with required or proposed delivery/completion schedule. Granite will comply with the Township's delivery/completion schedule. Upon contract award, Mr. Matthew Forrest—your Premier Account Manager and a seasoned program manager—will coordinate with the Township contact(s) with Granite's completion schedule. Internally, we will work to manage the installation, and will optimize implementation by minimizing the impact on the Township's operations and resources.

2.1.3 Bidder must have a satisfactory record of performance.

Granite is the largest and fastest growing CLEC in the United States. Our record of performance is evidenced by our customer service scores. Granite is dedicated to its customers and to implementing its projects in an effective and timely manner. In 2017, Granite implemented the Net Promoter Score (NPS) system. It is an index ranging from -100 to 100, and it measures the willingness of customers to recommend a company's products or service to others as a way to ensure our customers were satisfied with the services provided.

Each current customer is asked to consider their experience with Granite's transition/service implementation process, schedule, billing, and customer service.

Granite's current NPS is 56; our competitors' scores range from -8 to 35. Granite's customers receive such outstanding service that they are significantly more likely to recommend Granite to a friend than are AT&T, Verizon, and T-Mobile customers. Granite's NPS is the highest in the industry as depicted by the following figure:



Figure 1: Telecom Customer Loyalty Rankings. More customers are satisfied with Granite than other telecom companies.



2.1.4 Bidder must have a satisfactory record of integrity and ethics.

We believe integrity involves giving back, which is why our mission statement is to *Positively impact the communities in which we work and live.* Granite has "Main Events" such as the "Saving By Shaving" event and others. Over the past 5 years, Granite has raised over \$21 million for cancer research through this event.

We also have a Granite Cares program, whereby employees nominate a 501c3 accredited charity each week and, with a \$3 donation, Granite will then match all money raised and 100% of proceeds will go directly to the charity. Employees are also provided with a number of hours to volunteer their services at charities where they live.

In fact, with all of these charitable events, Granite has given over \$200,000,000 since its inception and is one of the top charitable companies in MA, competing for these honors in the same categories as the multi-nation corporate conglomerates whose annual revenues are naturally much larger than ours.

Regarding ethics, Granite prides itself on being an ethical company. It begins with every employee attending an Ethics Training course upon their hiring and also performing employee background checks. We also have a stringent code of conduct that employees must follow to keep our workplaces safe and focused on our customers.

In addition, we value our employees and the services they provide our customers, which is why we invest in them by providing a generous benefits package that includes insurance (health, dental, life, and more), vacation time, sick leave, education reimbursement, bonuses, and more.

We believe training is an integral part of our employee's successes as well, so all Granite employees have access to comprehensive training and continuing education options through Granite University. Granite University comprises a team of experienced learning specialists who are dedicated full-time to supporting the professional growth of all Granite employees.

2.1.5 Bidder must be otherwise qualified and eligible to receive award.

Granite sells telecommunications services as a CLEC and is eligible to provide services in all U.S. 50 states and Canada.

2.1.6 In order to determine financial standing of Bidder, Charter Township of Ypsilanti may request recent financial statements or a statement of net worth.

Granite Telecommunications, LLC is a privately held company. As such, we do not share our audited financials without the execution of a Mutual Non-Disclosure Agreement ("NDA"). However, should the Township decide they would like to see the financials, Granite will provide an NDA to the appropriate staff upon receiving back the signed NDA.

Note that Granite undergoes an annual financial audit performed by independent, professionallycertified accountants. As part of that audit, and as a means to determine the audit scope, Granite's independent accountants review our system of internal controls. We have received a "clean" opinion on our consolidated financial statements every year for which an audit has been performed (over 10 years).

2.1.7 Warranties

Any Granite-provided equipment that is deemed defective or that fails prematurely will be replaced without question throughout the life of the contract. All warranty issues will be handled

4



between Granite and the manufacturer of the equipment after the item(s) in question is/are replaced.

2.2 Form D - Requirements (RFP #1.2.7)

Our authorized executive has signed Form D (attached) signifying that Granite is not an "Iranlinked business".

2.3 Living Wages (RFP #5)

Granite performs living wages to all employees and also provides generous benefits packages and bonuses to employees.

2.4 Bond Certificates (RFP #6.1)

Section 6.2 (page 14) of the Township's RFP indicates that these are not applicable to this bid.

2.5 Certificate of Liability Insurance Verbiage (RFP #7.2.6)

We have attached our Liability Coverage Insurance Policy in *Appendix A*. This will cover any Charter Township of Ypsilanti staff as they pertain to the services provided in this proposal.

2.6 Warranties

Any Granite-provided equipment that is deemed defective or that fails prematurely will be replaced without question throughout the life of the contract. All warranty issues will be handled between Granite and the manufacturer of the equipment after the item(s) in question is/are replaced.

3.0 CUSTOMER SERVICE

The Township can benefit from Granite's Help Desk and Network Operations Center (NOC), which remain fully staffed 24/7/365 by readily available, college-educated agents in the U.S. who will provide support for all account inquiries and issues. *The average hold time is less than seven (7) seconds, from when a call is received, to speak with a live person* located at Granite's headquarters in Quincy, Massachusetts.

Granite will respond to any inquiry or service issue, troubleshoot the problem, and initiate dispatch of a repair technician as necessary.

The Granite Help Desk uses an incident ticketing system for all issues related to troubleshooting and problem resolution. The Township will benefit from our proprietary customer support

system/billing portal—Rock Reports—specifically designed to be user-friendly and customizable. Further, The Township will always have access to Granite's trouble tickets. In addition, ticket information is kept current and accurate in the portal and specified representatives can view the status of all open tickets. Granite will acknowledge receipt of a trouble ticket within 15 minutes and will provide updates to trouble tickets at least every four (4) hours or when requested. Granite is able to keep our customers informed of any changes with outages through trouble tickets. Our

The Township will have free access to Granite's Rock Reports portal – our proprietary customer support system/billing portal that is designed for our customers' needs.



customers' can also place a ticket or check status by calling our customer service line at any time.

The *Rock Reports* dashboard helps you see your most important data upfront, while also allowing you to easily navigate to other great features, such as:

- Products: View your complete inventory by line item to include usage, charges, and discounts in a simplified and exportable format.
- Documents: An easy to use invoice management system that can be summarized at a high-level or broken down by management or financial reporting needs. Changing views is easy and Granite will customize your billing free of charge.
- Trouble Tickets: Generate a trouble ticket online that is immediately directed to your Premier Account Manager and Repair Team, who will begin working the issue immediately and keep you seamlessly informed during the resolution.

A screenshot of the Rock Reports Dashboard is shown below:

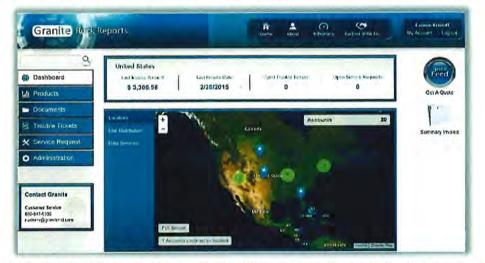


Figure 2: The Rock Reports Dashboard. The Rocks Report Portal helps you see your most important data upfront, and is available to all of our customers free of charge.

Granite provides proactive customer service, and the Township will be provided with status updates regularly until a resolution has been reached. Granite is electronically bonded to its underlying carriers and trouble tickets are quickly communicated with the carrier and a service support technician in the area is deployed shortly thereafter. Granite will keep the Township apprised of any situations and manage all aspects while ensuring they stay informed at all times.

Not only is this system the best in the industry for organizations with a nationwide service area, but it is also highly customizable. Every customer is unique, and Granite's team of Electronic Data Interchange experts is able to customize systems to optimize performance. Since Granite is electronically bonded to its customers and underlying carriers, the Township is assured that communication will be streamlined, billing will be accurate, reporting will be customized to your needs, and repair/trouble ticketing will be efficient.



Ultimately, Granite sets itself apart from competitors through its financial strength, customer service, customized solutions, and internally designed and developed, technologically advanced support systems.

3.1 Escalation Contacts

In instances where the Township chooses to escalate a complex or recurring issue beyond Granite's standard channels, we provide our customers with five (5) levels of escalation contacts for both program and contract related issues. The escalation contacts start with members of the Premier Account Management and Contracts teams, and will escalate ultimately to our Chief Operating Officer.

LEVEL	NAME	TITLE	PHONE	EMAIL
1st	Matthew Forrest	Program Manager	617-837-5634	mforrest@granitenet.com
2nd	William Hurley	Assistant Manager of Premier Accounts	617-837-5006	whurley@granitenet.com
3rd Steve Jannacone		Director of Premier Accounts	617-837-5518	siannacone@granitenet.com
4th	Bob Allen	Vice President, Premier Accounts	617-933-5508	rallen@granitenet.com
5th	Rand Currier	Chief Operating Officer	617-933-5550	rcurrier@granitenet.com

Please reference the following table for escalation contacts in program management.

3.2 Premier Account Management

Granite provides unsurpassed customer support through the Premier Account Management Program, Granite's Help Desk, and our Network Operations Center (NOC), at no additional cost to the Township. Mr. Matthew Forrest will manage the Township's account and will serve as the dedicated point of contact for the network throughout the life of the contract.

Upon contract award, Mr. Forrest will coordinate with the Township contact(s) to ensure a smooth service conversion for each site. Internally, your Premier Account Manager will work to manage the installation, and will optimize implementation by minimizing the impact on the network's operations and resources.

Mr. Forrest's supervisor, Mr. William Hurley, has the qualifications to assist his subordinates when necessary to ensure successful project implementation and customer satisfaction. He has successfully delivered high quality service and product support to large, demanding clients for 11 years at Granite.

The Premier Account Management Team's function will be to maintain and nurture the partnership between the Township and Granite, with Matthew Forrest acting as the day-to-day contact, and William Hurley acting when escalation issues are presented, to ensure that Granite's services continue to align with the Township's requirements going forward.



Upon completion of each account conversion, the Granite Premier Account Manager will communicate an updated inventory to the Township on a daily basis. Your dedicated Premier Account Manager will remain fully accountable for ensuring the delivery of services meets the network's satisfaction.

3.3 Complex and Recurrent Problem Resolution

Granite has an established procedure for resolving complex and/or recurrent problems in addition to its standard channels of problem resolution (Premier Account Team, live customer service representative, NOC).

While these resources are trained and tasked with monitoring and resolving customer networks and their issues, occasionally a customer needs to address an issue directly with authorized company decision makers. Granite's commitment to customer service enables our customers to place a phone call directly to Granite's Chief Operating Officer, Mr. Rand Currier. Mr. Currier has the authority to reallocate resources as necessary to ensure a problem is permanently resolved to the customer's satisfaction.

Additionally, Mr. Currier's primary responsibility is ensuring the smooth operation of services for our customers, and he is willing to do whatever is necessary to maintain Granite's objective of providing an exceptional customer experience that far-and-above exceeds what the Incumbent Local Exchange Carriers provide.

4.0 IMPLEMENTATION

The Account Team will work closely with the Township to ensure a smooth installation. A complete inventory of the Township's lines, features, and fees will be available on Granite's online account database, "Rock Reports," upon completion of the account order.

Granite can likely migrate any new POTS services within seven (7) business days of receipt of order.

See our table with the service level standards for voice services that the Township can expect:

MACs (Moves, Adds, Changes)	Timeframe For E-Bonded LECs (i.e. Verizon, Qwest, ATT (SBC & BellSouth), CenturyLink)	Timeframe for ITOCs(i.e. Windstream (Valor &AllTel), CenturyTel, Frontier, Citizens, Cincinnati Bell, FairPoint, Hawai		
POTS				
New BTN/Additional Lines				
1-5 lines:	4-8 business days	10-15 business days		
6-19 lines:	10-12 business days *Pending	10-20 business days		
20+ lines:	Negotiable DD	Negotiable DD		
Changes				
Add/delete features:	3-5 business days	5-7 business days		
PIC/LPIC changes:	2-3 business days	5-7 business days		
Disconnects:	2-3 business days	5-7 business days		

Table 3: Granite Telecommunications Service Level Standards for Voice Services



Granite Telecommunications, LLC 8255 Greensboro Dr., Suite 375 McLean, VA 22102 www.granitenet.com Customer Service: 866-847-5500

MACs (Moves, Adds, Changes)	Timeframe For E-Bonded LECs (i.e. Verizon, Qwest, ATT (SBC & BellSouth), CenturyLink)	Timeframe for ITOCs(i.e. Windstream (Valor &AllTel), CenturyTel, Frontier, Citizens, Cincinnati Bell, FairPoint, Hawaii		
Disconnects with RCFs:	3-5 business days	10-15 business days		
DL changes:	3-5 business days	5-7 business days		
BTN Changes	3-5 business days	7-10 business days		
Hunting changes, 1-19 lines:	5-7 business days	7-10 business days		
Hunting changes, 20+ lines:	Negotiable DD	Negotiable DD		
Moves				
1-5 lines:	7-10 business days	10-15 business days		
6-19 lines:	10-12 business days *Pending	10-20 business days		
20+ lines:	Negotiable DD	Negotiable DD		
Other Voice Services (i.e. centrex, trunks, isdn, etc.)				
New BTN/Additional Lines				
1-5 lines:	10-12 business days	12-15 business days		
6-19 lines:	12-15 business days *Pending	15-20 business days		
20+ Lines:	Negotiable DD	Negotiable DD		
Changes				
Add/delete features:	7-10 business days	10-15 business days		
PIC/LPIC changes:	7-10 business days	10-15 business days		
Disconnects:	7-10 business days	10-15 business days		
Disconnects with RCFs:	7-10 business days	10-15 business days		
DL changes:	7-10 business days	10-15 business days		
Hunting changes, 1-19 lines:	7-10 business days	10-15 business days		
Hunting changes, 20+ lines:	Negotiable DD	Negotiable DD		
Moves				
1-5 lines:	10-12 business days	12-15 business days		
6-19 lines:	12-15 business days *Pending	15-20 business days		
20+ lines:	Negotiable DD	Negotiable DD		

Next are our references and Appendices for your convenience.



5.0 REFERENCES

As requested in the RFP, Granite has supplied three references.

	Robert Briggs				
Contact Name					
Contact Title	Networks & Systems Administrator				
Contact Phone	413-597-3001				
Contact Email	rbriggs@williams.edu				
Description of Services	Currently Williams College has 27 active phone lines with Granite and 1 long distance plan. Most of the lines were activated on July 2016.				
REFERENCE #2 – N	MESA COUNTY VALLEY SCHOOL DISTRICT 51, GRAND JUNCTION, CO				
Contact Name	Wendy Joy				
Contact Title	Technology Procurement & Finance Analyst				
Contact Phone	970-254-5141				
Contact Email	wendyjoy@d51schools.org				
Description of Services	Mesa County has approximately 48 locations and began their analog telephone service on May 2018.				
	REFERENCE #3 – AKRON PUBLIC SCHOOLS, AKRON, OH				
Contact Name	Joe Tulak				
Contact Title	N/A				
Contact Phone	330-761-1353				
Contact Email	jtulak@akron.k12.oh.us				
Description of Services	The Akron Public Schools has approximately 28 lines of POTS since April 201				



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APPENDIX A: LIABILITY INSURANCE

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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD #23396957

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APPENDIX B: FORM C: PROPOSAL COST ANALYSIS

Form C: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with
 performing the services described herein have been determined and included in the
 proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Location	Base Co	st	Est Taxes+Fees	Est Monthly
Location 1	\$30,00		\$16.68	\$46.68
Location 2	\$30.00	Ford Blvd	\$16.68	\$93.35
Location 3	\$30.00		\$16.68	\$46.68
Location 4	\$30.00		\$16.68	\$46.68
Location 4	\$30.00		* 1777.7	\$46.68
			\$16.68 Est Monthly Total	\$ \$280.07

Other Fees. (Please include any other fees no listed

Fee Name n/a Local Call Rate per minute n/a Long Distance Call Rate per minute n/a (Please attach a detail of the cost with this cost form page) Company Name: Granite Telecommunications, Inc. Address: 100 Newport Avenue Extension Address: City, State, Zip: Quincy, MA 02171 Telephone Number: 617-933-5500 Federal Employer Identification Number: 04-3643290

eMail: _govtproposals@granitenet.com

By: (Signature)

Christopher Chapin, CIO Title: Date:

(Typed or printed name)

March-14, 2019

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

REN LI DE LA LAN

CHARTER TOWNSHIP OF VPSILANTI



Granite Telecommunications, LLC 8255 Greensboro Dr., Suite 375 McLean, VA 22102 www.granitenet.com Customer Service: 866-847-5500

APPENDIX C: FORM D: IRAN BUSINESS RELATIONSHIP AFFIDAVIT

Form D: Iran Business Relationship Affidavit.

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor		
Legal Name	Granite Telecommunications, LLC	
Street Address	100 Newport Ave. Ext.	
City	Quincy	
State	Massachusetts	
Zip	02171	
Corporate I.D. Number / State	3509271/Delaware	
Taxpayer I.D. #	04-3643290	

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor Is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Charter Township of Ypsilanti.

I have reviewed the terms and conditions and insurance requirements prior to submitting this bid solicitation.

Signature

Chief Information Officer

Granite Telecommunications, LLC Company 3/11/19 Date

HAVE ON PROVIDENTS!

HART'S TOWNSHIP OF WISHANT)

CHARTER TOWNSHIP OF YPSILANTI

INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Township Board
From: Travis McDugald, IS Manager
Re: Request to authorize Township IT to organize a one day "Cash And Carry" event to dispose of retired and obsolete IT assets, and allow IT to dispose of any unsold items through responsible recycling methods.
Date: 2019-Mar-22

As equipment is replaced, breaks, or becomes obsolete it is currently held in storage until it can be properly disposed of. The IT storage area is starting to fill and could using a clean out.

Township IT is looking to hold a one day, four hour event to sell any equipment which may have value to others. Any equipment not sold through this event will need to be disposed of.

Equipment where Township IT cannot ensure security of Township data will be physically destroyed and properly recycled, it will not be sold through this event. Essentially, equipment would not be sold with hard drives or other storage media.

Equipment would be sold as-is, no returns, no refunds, and cash only. Purchasers must take the equipment with them at the time of purchase.

To give time to prepare for the sale, a date is currently unset, an estimated time range would be late April or beginning of May. It would be held on a Saturday at the Civic Center.

I respectfully request to authorize Township IT to organize a one day "Cash And Carry" event to dispose of retired and obsolete IT assets, and allow IT to dispose of any unsold items through responsible recycling methods.

Thank you for your consideration.

Travis McDugald IS Manager, Charter Township of Ypsilanti Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees STAN ELDRIDGE HEATHER ROE MONICA ROSS-WILLIAMS JIMMIE



Charter Township of Ypsilanti Hydro Station

7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 544.3690 Fax: (734) 544.3626

www.ytown.org

MEMORANDUM

- TO: Board of Trustees
- FROM: Michael Saranen, Hydro Operations
- DATE: March 22, 2019
 - RE: Request to forgo formal bid process to seek prices for new pickup for department use

I am asking to Board authorize me to gather prices for a new pick-up truck for department use.

The quotes and funding will be brought back to the Board for consideration at the next Board meeting.

Quotes will be from MiDeal vendors and local dealers.

Please place this item on the next available Board Meeting agenda under Authorization and Bids.

Truck Specification (minimum)

¹∕₂ ton 4x4 6.5 or 7 ft. box White exterior Vinyl seat and flooring Power package (lock, doors, cruise) Blue tooth A/C Back up camera Spray on bed liner Hitch Air Bags A/M F/M radio

OTHER BUSINESS