

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE APRIL 21, 2026, REGULAR BOARD MEETING**

Board Meetings are audio & video recorded and posted on the website and YouTube

DETERMINATION OF QUORUM

Supervisor Stumbo determined a quorum was present.

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

Members Present: Supervisor Brenda Stumbo, Clerk Debbie Swanson, and Treasurer Stan Eldridge
Trustees: John Newman II, Gloria Peterson, and LaResha Thornton

Members Not Present: Trustee Karen Lovejoy Roe

Legal Counsel: Wm. Douglas Winters

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

APPROVAL OF AGENDA

An emergency repair at the boat launch at Ford Lake Park was added to the agenda under Other Business.

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

The motion carried unanimously.

CONSENT AGENDA

**A. MINUTES OF APRIL 7, 2026, REGULAR MEETING AND APRIL 15,
2026, SPECIAL MEETING**

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR APRIL 21, 2026, IN THE AMOUNT OF \$739,887.40**
- 2. CLARITY HEALTH CARE DEDUCTIBLE ACH FOR MARCH 2026, IN THE AMOUNT OF \$83,959.58**
- 3. CLARITY HEALTH CARE ADMIN FEE FOR FEBRUARY 2026, IN THE AMOUNT OF \$1,656.05**
- 4. CLARITY HEALTH CARE ADMIN FEE FOR MARCH 2026, IN THE AMOUNT OF \$1,657.55**

C. TREASURER'S REPORT

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

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

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

There were 3 board member comments. (refer to audio)

OLD BUSINESS

- 1. 2ND READING OF RESOLUTION 2026-06, PROPOSED ORDINANCE 2026-514, AN ORDINANCE TO AMEND ZONING ORDINANCE TEXT: TOWING SERVICES WITHOUT AN IMPOUND OR STORAGE YARD, TAXI TERMINALS AND DISPATCH FACILITIES, LIMOUSINE SERVICES AND BUS DEPOTS (FIRST READING HELD AT THE APRIL 7, 2026, REGULAR MEETING)**

Clerk Swanson read the resolution into the record.

A motion was made by Clerk Swanson and supported by Treasurer Eldridge to approve the 2nd reading of Resolution 2026-06, Proposed Ordinance 2026-514, an ordinance to amend zoning ordinance text: Towing Services without an impound or storage yard, taxi terminals and dispatch facilities, limousine services and bus depots. (see attached)

Newman	yes	Peterson	yes	Swanson	yes
Stumbo	yes	Eldridge	yes	Thornton	yes

The motion carried unanimously.

NEW BUSINESS

1. APPROVE CONTRACT WITH CARLISLE WORTMAN & ASSOCIATES FOR AN UPDATE OF THE 2020 MASTER PLAN, IN THE AMOUNT OF \$31,175.00, BUDGETD IN LINE #101-703-801.000

A motion was made by Trustee Peterson and supported by Trustee Newman to approve contract with Carlisle Wortman & Associates for an update of the 2020 Master Plan in the amount of \$31,175.000, budgeted in line #101-703-801.000. (see attached)

The motion carried unanimously.

2. APPROVE FACILITY USE AGREEMENT WITH DESTINATION ANN ARBOR TO HOST ROWFEST 2026 AT FORD LAKE PARK

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve Facility Use Agreement with Destination Ann Arbor to host Rowfest 2026 at Ford Lake Park. (see attached)

The motion carried unanimously.

3. APPROVE THE RENEWAL OF UNIFORM SERVICE LOCAL FRANCHISE AGREEMENT FOR DIRECTTV AND TO AUTHORIZE SIGNING THE AGREEMENT

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve the renewal of Uniform Service Local Franchise Agreement for DirectTV and to authorize signing the agreement. (see attached)

The motion carried unanimously.

4. WAIVE THE FINANCIAL POLICY AND APPROVE CIVICPLUS AS THE VENDOR FOR DOCACCESS WITH AGENDA & MEETING MANAGEMENT, IN THE AMOUNT OF \$25,527.00 FOR THE FIRST YEAR AND \$24,127.00 FOR THE SECOND YEAR OF THE CONTRACT, WITH A 3% UPLIFT, BUDGETED IN LINE #101-228-857.100

A motion was made by Treasurer Eldridge and supported by Trustee Newman to approve waiving the financial policy and approve CivicPlus as the vendor for DocAccess with Agenda & Meeting Management, in the amount of \$25,527.00 for the first year and \$24,127.00 for the second year of the contract, with a 3% uplift, budgeted in line #101-228-857.100, contingent on budget amendment. (see attached)

The motion carried unanimously.

5. APPROVE PROFESSIONAL SERVICE AGREEMENT (PSA) WITH BARR ENGINEERING MICHIGAN, OF ANN ARBOR, FOR SERVICES TO MAINTAIN COMPLIANCE WITH FEDERAL ENERGY REGULATORY COMMISSION (FERC), AND IS BUDGETED IN LINE #252-535-801.000, AS DIRECTED BY THE TOWNSHIP

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve Professional Service Agreement (PSA) with Barr Engineering Michigan, of Ann Arbor, for services to maintain compliance with Federal

Energy Regulatory Commission (FERC), and is budgeted in line #252-535-801.000, as directed by the township. (see attached)

The motion carried unanimously.

6. APPROVE W.J. O'NEIL COMPANY TO REPLACE THE NETWORK CONTROLLERS FOR THE TOWNSHIP HVAC OPERATING SYSTEM FOR \$17,000.00, BUDGETED IN LINES #101-265-931.020, #266-301-931.015, AND #230-754-931.021

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve the W.J. O'Neil Company to replace the Network Controllers for the Township HVAC Operating System for \$17,000.00, budgeted in lines #101-265-931.020, #266-301-931.015, and #230-754-931.021. (see attached)

The motion carried unanimously.

7. APPROVE THE PROPOSAL FROM W.J. O'NEIL COMPANY TO UPDATE THE 14B COURT AND TOWNSHIP IT THERMOSTATS AND ADD THEM TO OUR SOFTWARE SYSTEM FOR \$14,996.00, BUDGETED IN LINE #101-265-931.001

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve the W.J. O'Neil Company to update the 14B Court and Township IT Thermostats and add them to our software system for \$14,996.00, budgeted in line #101-265-931.001. (see attached)

The motion carried unanimously.

8. APPROVE W.J. O'NEIL COMPANY TO PERFORM A FAN ARRAY RETROFIT OF THE AIR HANDLER UNIT #3 AT THE CIVIC CENTER FOR \$57,750.00, BUDGETED IN LINE #101-901-971.001

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve the W,J, O'Neil Company to perform a fan array retrofit of the Air Handler Unit #3 at the Civic Center for \$57,750.00, budgeted in line #101-901-971.001, contingent on budget amendment. (see attached)

The motion carried unanimously.

9. ACCEPT THE RESIGNATION OF LARRY DOE FROM THE PLANNING COMMISSION, EFFECTIVE IMMEDIATELY

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to accept the resignation of Larry Doe from the Planning Commission, effective immediately.

The motion carried unanimously.

10. BUDGET AMENDMENT #6

Clerk Swanson read the amendment into the record.

A motion was made by Clerk Swanson and supported by Trustee Peterson to approve Budget Amendment #6. (see attached)

The motion carried unanimously.

AUTHORIZATION AND BIDS

- 1. ACCEPT THE BID FOR VEGETATION AND BLIGHT REMOVAL FOR LOOKING GOOD, LLC; BUDGETED IN LINES #287-733-806.001 AND #287-733-806.003**

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to accept the bid for vegetation and blight removal for Looking Good, LLC and Eco Lawns LLC as a second contractor for blight removal, on an as needed basis; budgeted in lines #287-733-806.001 and #287-733-803.003.

The motion carried unanimously.

PUBLIC COMMENTS

There was 1 public comment. (refer to audio)

OTHER BUSINESS

- 1. WAIVE THE PORTION OF THE FINANCIAL POLICY THAT REQUIRES POSTING TO MITN AND APPROVE SOLOMON DIVING, INC. WITH DEAN MARINE & EXCAVATION, INC. FOR THE EMERGENCY REPAIR OF THE FORD LAKE PARK BOAT LAUNCH IN THE AMOUNT OF \$479,095.07, BUDGETED IN LINE #266-301-971.001, CONTINGENT ON BUDGET AMENDMENT**

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to waive the portion of the financial policy that requires posting to MITN and approve Solomon Diving, Inc. with Dean Marine & Excavation, Inc. for the emergency repair of the Ford Lake Park Boat Launch in the amount of \$479,065.07, budgeted in line #266-301-971.001, contingent on budget amendment. (see attached)

The motion carried unanimously.

BOARD MEMBER COMMENTS

There were no Board Member comments.

ADJOURNMENT

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

The motion carried unanimously.

The meeting was adjourned at approximately 7:36 pm.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

APPROVED

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2026-06 In Reference to Ordinance 2026-514

Zoning Text Amendment: Towing Services Without an Impound or Storage Yard, Taxi Terminals and Dispatch Facilities, Limousine Services and Bus Depots

Whereas, the Township receives interest from towing services without an impound or storage yard, taxi terminals and dispatch facilities, limousine services and bus depots with the desire for access to the regional transportation network of interstates and highways; and

Whereas, there is not a specific zoning district in the Township Zoning Ordinance that presently permits this land use; and

Whereas, in studying towing services, dispatch centers and related land uses as a potential land use in the Township, it has become evident that these uses are best located in an industrial district with great access to highways and interstates where it mitigates traffic impact to other commercial corridors and residential areas of the township; and

Whereas, the Township is committed to locating towing services, dispatch centers and related land uses, in areas with appropriate infrastructure and minimal impact on surrounding properties, and minimizing adverse effects on residents and adjacent communities, including managing traffic.

Whereas, the ordinance amendment is consistent with the intent of the I-CR - Industrial and Commercial Revitalization District, as well as the Township's current Master Plan; and

Whereas, at its regularly scheduled meeting held March 24, 2026 the Charter Township of Ypsilanti Planning Commission held a public hearing, discussed the proposed text amendments, and recommended that the Township Board approve the ordinance amendment by resolution PC 2026-01, as presented.

Now Therefore, Be It Resolved that the Charter Township of Ypsilanti Board hereby adopts and incorporates by reference Ordinance No. 2026-514 attached hereto, by reference, in its entirety.

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2026-06 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on April 21, 2026.

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

YPSILANTI CHARTER TOWNSHIP

PROPOSED ORDINANCE NO. 2026-0514

An Ordinance Amending Appendix A – ZONING, Township Zoning Ordinance of Ypsilanti Charter Township to Add Towing Services and Bus Depots to the ICR – Industrial and Commercial Revitalization District in Section 420. – Table of Uses.

Ypsilanti Charter Township hereby ordains that Appendix A. – Zoning, adopted February 15, 2022, in the Code of Ordinances of Ypsilanti Charter Township is hereby amended by adding and modifying the following described text.

[Modify Article IV. – DISTRICT REGULATIONS]

Section 420, Table of Uses

5. Industrial districts table of uses identifies the uses allowed in the following industrial districts:

Industrial Districts Use Table	1-T	L-M	ICR	Notes
Automotive/Transportation				
“Towing Services Without an Impound or Storage Yard, Taxi Terminals and Dispatch Facilities, Limousine Services and Bus Depots”			SL- PC	

Severability

In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

Non-Exclusivity

The prohibitions and penalties provided for in this Ordinance shall be in addition to, and not exclusive of, other prohibitions and penalties provided for by other law, ordinance, or rule/regulation.

Publication

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

Effective Date

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

I, Debra A. Swanson, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above Ordinance No. 2026-514, by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular meeting held on April 21, 2026, after first being introduced at a Regular meeting on April 7, 2026. The motion to approve was made by member Eldridge and seconded by member Peterson. YES: Newman, Peterson, Swanson, Stumbo, Eldridge, and Thornton. NO: None. ABSENT: Lovejoy Roe ABSTAIN: None.

Debra A. Swanson
Clerk Charter Township of Ypsilanti



Carlisle | Wortman
ASSOCIATES, INC.

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

April 6, 2026

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

Mark Yandrick, AICP
Planning Director

Via [e-mail: Bstumbo@ypsitownship.org](mailto:Bstumbo@ypsitownship.org); Myandrick@Ypsitownship.org

RE: Proposal of Services for Master Plan Update Assistance

Dear Brenda & Mark:

Carlisle/Wortman Associates is pleased to submit a proposal of services to assist in the update of the Ypsilanti Township Master Plan.

We are enclosing a description of the staff, work plan, and fees for your review. We appreciate the opportunity to submit this proposal.

Sincerely,

CARLISLE/WORTMAN ASSOCIATES, INC.

CARLISLE/WORTMAN ASSOC., INC
Benjamin R. Carlisle, AICP, LEED AP
President

Ypsilanti Township Master Plan Update Staff, Work Plan, and Fees

Staff

The following staff would be assigned to this project:

Ben Carlisle, President

Principal-in-Charge

Benjamin Carlisle has more than 20 years of experience working as a professional planner, including experience in zoning, land use and comprehensive planning, site planning, tax increment financing, and economic development. He will be the principal-in-charge for the project.

Megan Masson-Minock, Principal

Project Manager

Megan Masson-Minock has 20 years of experience in zoning, land use, site plan review and comprehensive planning for municipalities and nonprofits. She will oversee this project and will be the main client contact.

Sally Elmiger, Principal

Research/Planning

Sally Elmiger, AICP is trained in both community planning and landscape architecture. Her 27-year planning practice has focused on sustainable development, natural area preservation, and community engagement. Her wide-ranging experience includes master planning, zoning, corridor design, recreation and park planning, environment/watershed planning, and wetlands consulting. She will contribute research and planning expertise to this project.

Chris Nordstrom, Landscape Architect

Visualizations

Chris Nordstrom, PLA, ASLA, is a landscape architect with experience in both public and private sector projects. Chris has a strong interest in sustainable design and development. His experience includes recreation plans, park plans and designs, trail plans and designs, municipal infrastructure, housing designs, and parking studies for both public and private sector clients. He will provide graphics, visualizations, and support for this project.

Brady Heath, Community Planner

Planner/GIS

Brady is a planner who received his Master of Architecture and Master of Urban and Regional Planning from the University of Colorado Denver. He has experience with creative software and data analysis. He will provide data analysis, mapping, and support for this project.

Work Plan

CWA will work with the Planning Department staff to prepare draft materials and coordinate public engagement sessions, as described below:

Project Kick-Off

- Prepare draft overall project schedule, and present to Township staff and full-time elected officials for discussion. The schedule will be revised as needed.
- Prepare Intent to Plan letter and mailing list to Planning staff for review and distribution.

Existing Conditions Update

- Update Community Profile with the most recent data and the following:
 - Expand housing section in the Community Profile to comply with requirements of the Michigan Planning Enabling Act; reference any relevant information in most recent Washtenaw County Housing Study.
 - Add section on utility locations and capacity.
- Update all maps with most recent data.
- Analyze existing and future land use designations for border properties in adjacent municipalities.
- Review Master Plan goals, Catalyst Projects, Implementation, and Special Area Plans chapters with committee of staff and full-time elected officials to assess achievements and continued relevance of projects, strategies, and plans.

Special Area Plans

- Evaluate Ecorse Corridor Plan and seek cooperation with the City of Ypsilanti.
- Evaluate E. Michigan Avenue Corridor Plan.

Community Engagement

- Consultation with the Township's Community Engagement Coordinator to design and implement all community engagement.
- Design and facilitate community Open House to present Draft Master Plan.

Master Plan Document Update

- Host a joint meeting of the Township Board and Planning Commission to introduce the process and assess priorities.
- Work with sub-committee of Planning Commission (up to 4 in-person meetings) to draft Master Plan Update in full accordance with PA 33 of 2008. The update will include:
 - Updates of the Master Plan text, maps, and graphics per data and community decisions.
 - Non-motorized plan including a southern route for the Border-To-Border Trail.
 - References and appropriate locations for data centers and similar facilities in line with ordinances and zoning ordinance amendments underway.
 - Utility plan
- Facilitate two Planning Commission Workshops:
 - Workshop #1: Goals and Objectives
 - Workshop #2: Future Land Use, Special Area Plans, Implementation

Master Plan Adoption

- Provide draft Master Plan update for staff review.
- Revise draft Master Plan update for Planning Commission review and recommendation.
- Attend Planning Commission meeting for recommendation of Master Plan for Township Board distribution.
- Provide draft Master Plan and attend Township Board Meeting for release to adjacent communities.
- Provide a summary and attend Planning Commission meeting for review of input from adjacent communities.
- Provide draft Master Plan, public hearing presentation and attend Planning Commission Master Plan meeting for public hearing and recommendation to Township Board.
- Provide draft Master Plan and attend Township Board meeting for Master Plan adoption.
- Deliver final Master Plan in Word and pdf versions as well as poster size prints of up to five maps.

Project Team	Hourly Rate
President	\$160
Principal	\$150
Senior Associate/Landscape Architect	\$140
Associate	\$130
Community Planner	\$125
Graphics (GIS) Technician	\$110
Support Staff	\$95

Any expenses beyond those specified above will be charged at the following rates:

<u>Expenses</u>	<u>Rate</u>
AutoCAD/GIS Operation	\$30/hr.
Supplies, Prints, Mailing	cost + 20%

For the Township:

By: _____

Name: Brenda L. Stumbo

Title: Supervisor

Date: _____

By: _____

Name: Debra A. Swanson

Title: Clerk

Date: _____

Facility Use Agreement
US Rowing – Rowfest Event

Date of Agreement:

Event: US Rowing – Rowfest, Ford Lake Park, July 6, 2026 – July 20, 2026

Organizer: Destination Ann Arbor – Ann Arbor Sports Commission, 315 W. Huron St.
Suite 340, Ann Arbor, MI 48103

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

1. Purpose. This Facility Use Agreement (the "Agreement") outlines the terms and conditions between the Ann Arbor Sports Commission ("AASC") and the Charter TWP of Ypsilanti ("TWP ") for the use of Ford Lake Park and the facilities contained therein for a US Rowing - Rowfest event, hosted by AASC (the "Event").

2. Scope of Use. AASC is hosting the Event, to take place July 6, 2026 – July 20, 2026 ("Event Dates") at Ford Lake Park ("Park"), with further details provided in the attached Schedule, incorporated as part of this Agreement. The parties agree to the following scope:

2.1. Exclusive Commercial Event Use. AASC shall have exclusive commercial use of the rented areas of the Park as depicted on the Usage Map, which includes Pavilion 1 and designated space in the administrative building, and the TWP shall not allow other commercial events in the rented areas of the Park during the Event Dates. Upon sixty days notice to AASC, the TWP may allow other events in the Park that do not interfere with AASC's use, or otherwise occupy the spaces designated on the Usage Map approved by TWP staff for AASC's use during the Event Dates.

2.2. Priority Use of Park Spaces & Facilities. AASC shall have priority use of parking spaces, lake access points, and Park space, with specific spaces and facilities agreed upon by AASC and the TWP and designated on the site plan for the Event.

2.3. Right of Inspection. The TWP shall have the right to inspect its facilities being used by AASC. AASC shall be responsible for advising all Event sponsor that activities shall follow TWP Park rules and guidelines set forth in the Special Event Policy of the TWP.

2.4. Conformance with Rules and Regulations. AASC acknowledges that the TWP is subject to the Michigan Department of Natural Resources (DNR) and Federal Energy Regulatory Commission guidelines on Park and lake access, as well as other rules and regulations. As such, AASC will accept TWP's requirements to conform the Event activities to required rules and regulations, including TWP ordinances as they pertain to the use of TWP parks and facilities. Additionally, AASC and its partners, sponsors, and vendors shall abide by the laws of Michigan and the United States, and shall not violate municipal ordinances. The TWP

reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its discretion to be objectionable or contrary to community interests; AASC hereby consents to the exercise of such authority by the TWP.

3. Parking Fees, Rental Fees, Shuttle Service and Expenses

3.1. Parking Fees. U.S. Rowing requires a reasonable parking fee. Thus, the TWP shall not charge more than \$10 per vehicle per day as Parking Fees for the Event. The TWP shall retain all revenue from the Parking Fees. The TWP shall provide AASC and US Rowing staff and partners free parking, the number of passes or spaces to be mutually agreed upon by AASC and the TWP. The TWP shall manage Event parking and shall be responsible for any associated parking expenses, including providing parking passes or designated spaces.

3.2. Rental Fees. The TWP has designated that the total and complete Facility Rental Fee for the Event shall be \$80,000.00, 50% of which shall be paid to the Charter TWP of Ypsilanti by June 30, 2026. The remaining balance of \$40,000.00 shall be paid no later than July 31, 2026.

3.3. Shuttle Service. The TWP shall provide shuttle service, to and from the Event, the cost of such service included within the Facility Rental Fee.

3.4. Event Expenses. AASC shall be responsible for associated Event Expenses, including service expenses for extra trash service if dumpster is required, field paint, and additional safety equipment. Such Event Expenses do not include:

- a. Normal wear and tear: The Township shall be responsible for any normal wear and tear to the grassy areas, parking lot surfaces, drives, docks or structures, and such maintenance is the sole responsibility and at the sole cost to the Township. If damages above and beyond normal wear and tear are incurred to any of the rented areas of the Park that are the direct cause of the Event, DAA/AASC shall reimburse the cost of those repairs to the TWP.
- b. TWP staff wages or other normal or ongoing TWP expenses or fees that do not directly result from the Event.
- c. Cost of TWP operated shuttle service for the Event.
- d. Expenses for which the TWP or AASC has submitted an insurance claim.

Any expenses claimed by the TWP shall be submitted to AASC within thirty (30) days of the conclusion of the Event, with supporting documentation, or they are waived.

4. Obligations of AASC

4.1. Proof of Insurance. AASC shall provide proof of insurance naming TWP as an additional insured on its policies for the Event no later than thirty (30) days prior to the start of the Event Dates. AASC shall request that US Rowing also provide the TWP with a certificate of insurance listing the TWP as an additional insured.

4.2. Usage Map. At least ninety (90) days before the start of the Event Dates, AASC will provide a proposed Usage Map for the Park that includes the space and locations needed for teams, spectators, lake access for participants and residents, parking, operations, temporary structures, and other Event activities for the TWP's review. AASC and the TWP will mutually agree to a final Usage Map for the Event no less than thirty (30) days from the start of the Event Dates. The parties shall mutually agree to any modification of the final Usage Map.

4.3. Safety Plan. AASC will work with the TWP, DNR, US Rowing and other entities to provide an approved safety plan for event operations. AASC shall provide onsite security for the duration of the Event at the same level as was provided during Rowfest 2025 including but not limited to a contract between the AASC and the Washtenaw County Sheriff's Office for marine safety services along with "onsite security" that was provided by "Michigan Ticket Services" during Rowfest 2025. In addition, the AASC shall obtain a contract between AASC and an appropriate ambulance service.

4.4. Vendors. AASC shall be solely responsible for procuring any necessary vendors for the Event and shall use its best efforts to secure local vendors where appropriate. AASC shall provide a list of its vendors for Rowfest 2026 to the TWP on or before June 6, 2026, which list may be subject to updating and amendment by AASC thereafter as additional vendors are secured by AASC after June 6, 2026.

4.5. Community Information. AASC will provide Event information to be posted to the TWP's website communicating Event details, including days of the Event, times of the Event and other pertinent details regarding Event timelines and activities. AASC also agrees to conduct a community education session/FAQ about the Event as requested by the TWP.

4.6. TWP Inclusion in Event Planning. AASC shall invite TWP staff to participate in all Event park operational meetings.

4.7. TWP Activation Space. If Event sponsors are allocated booths or activation space, subject to approval by US Rowing, AASC shall afford the TWP the same opportunity. The TWP acknowledges that if it chooses to take advantage of such an opportunity, it is responsible for building out and staffing the allocated booth or

activation space, and obtaining US Rowing’s approval with regard to any sponsors or vendors it obtains.

5. Obligations of the TWP

5.1. Park and Facilities Access. The TWP will provide access to the Park and grounds, including lake access points, parking spaces/areas, and use of onsite administrative building(s) as determined in the final Usage Map. The TWP shall maintain the use of as many rooms needed in the onsite administrative buildings as determined by the TWP, but shall provide one designated and spatially adequate administrative area inside the building for use by AASC and US Rowing during the Event Dates.

5.2. Activities & Temporary Structures. The TWP shall allow the Event activities and associated temporary structures and tents, including the rowing course, to remain up and in an operational state for the duration of the Event Dates. The Event Dates listed include two days prior for setup and two days post for teardown, as detailed in the attached Schedule.

5.3. Equipment and Technology. The TWP shall allow AASC to bring in equipment and technology to allow for wifi access onsite, as well as generators for power for Event activities, including PA and video systems and cooling units for temporary tents or structures.

5.4. Maintenance. The TWP shall remain responsible for the general maintenance of the Park, including:

- a. Trash removal – remove all trash, including adding additional trash receptacles to meet increased needs of the Event. If an additional dumpster service is required to facilitate trash removal, AASC will reimburse the TWP for the said service.
- b. Maintaining any onsite restrooms. AASC will be responsible for any temporary restrooms onsite for event usage.
- c. Maintaining all common areas, including parking lots and parking areas.

5.5. Safety. In coordination with the TWP, the AASC shall act as liaison with local law enforcement and health officials to ensure Event details are communicated and any needed plans are in place to meet Event safety and community needs.

5.6. Limitation of Liability. The TWP acknowledges that the Event is part of a larger event scheme, and AASC, as host of the Event but not the Event rights holder, has other contractual agreements and obligations with other parties (such as US Rowing – “AASC Parties”) that may govern the Event; however, AASC agrees that it will maintain sole liability for those related Event contracts to which the TWP is not

a party. AASC shall indemnify and hold harmless the Charter TWP of Ypsilanti, its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description including all expenses of litigation, court costs and attorney fees that arise from any third party contract between AASC, US Rowing and other entities that may have a contract with the AASC related to the Event.

6. Term and Termination

6.1. Term. This Agreement shall commence on the date first written above (the “Date of Agreement”) and terminate upon the conclusion of the Event and the fulfillment of all obligations by both parties unless terminated earlier in accordance with Section 6.2 (Termination).

6.2. Termination. Either party may terminate this Agreement with immediate effect:

- a. Upon mutual written consent of both parties.
- b. With seven (7) days written notice to the other party if more than sixty (60) days from the Event Dates.
- c. If the other party materially breaches any provision of this Agreement and fails to remedy the breach within twenty-four (24) hours after receiving written notice during the Event Dates, or within seven (7) days after receiving written notice at any other time. If a violation of this Agreement results in an objective health and safety risk to users of the Park and facilities, the TWP reserves the right to terminate the Agreement immediately without written notice.

7. Cancellation / Rescheduling of Event

7.1. TWP acknowledges and agrees that AASC may abandon, cancel, curtail and/or reschedule the Event where AASC reasonably deems it necessary to do so.

7.2. In the event of any changes to the Event Dates and/or Event Location(s), AASC shall provide written notice of such change(s) to TWP as soon as reasonably practicable.

7.3. If the Event is cancelled, curtailed, abandoned or rescheduled, or the location of the Event is changed, in either case whether a result of Force Majeure or otherwise, TWP agrees that it shall not, under any circumstances, seek to recover any form of compensation from AASC and shall not seek professional costs and other expenses, caused by and/or resulting from the cancellation, curtailment, abandonment or rescheduling of the Event.

8. Force Majeure. If by reason of any extraordinary circumstance beyond a party's reasonable control, such as serious fire, storm, and/or flood, earthquake, explosion, acts of a public enemy, war, insurrection, terrorist act or threat of terrorist act, sabotage, epidemic or pandemic, embargoes, strikes and/or labor disputes of persons other than such party, acts of God, acts of government whether national, municipal or otherwise, or any agency therefor which affects the performance of any provision of this Agreement by that party (a "Force Majeure Event"), such party is prevented from or delayed in performing any of its obligations hereunder, then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by any other party by reason thereof. For avoidance of doubt, a Force Majeure Event does not include a party being unable to fulfil its obligations under this Agreement as a result of a lack of funds or being or becoming insolvent, or any legislative or administrative act of the TWP related to the Event. Notwithstanding the forgoing, if TWP is prevented from or delayed in performing any of its obligations hereunder by reason of any Force Majeure Event for a period of more than three (3) months, or for a period of more than one week during the period of two (2) months immediately preceding the Event Dates, AASC shall be entitled to terminate this Agreement without penalty or any liability to TWP.

9. Warranties, Indemnity and Insurance

9.1. Warranties. AASC warrants and represents to TWP, and TWP warrants and represents to AASC, that:

- a. it has the full right, power and authority to enter into and perform its obligations under this Agreement (including the rights to use provided intellectual property) which shall constitute lawful, valid and binding obligations in accordance with its terms;
- b. its performance of this Agreement will not breach any other agreement or obligation (including any law, regulation, license provision, order, judgment or decree) by which it is bound, nor will its performance be affected by those agreements or obligations (excepting any contract between the AASC Parties governing the Event itself) or by any litigation or dispute in which it is, or any of its personnel are, involved.

9.2. Indemnification. Within the limits of its insurance coverage, and unless the TWP has governmental immunity for such suit, action or claim, AASC shall indemnify and hold harmless the Charter TWP of Ypsilanti and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court costs and attorney's fees, brought or made for on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the negligent act or failure to act of the AASC or its agents, volunteers or employees in

the use of the facilities arising out of obligations of the AASC as set forth in this Agreement.

9.3. Insurance. AASC shall at all times during the term of this Agreement maintain in effect general public liability insurance covering the CHARTER TWP OF YPSILANTI. In addition to AASC maintaining in effect general public liability insurance on an occurrence basis, the minimum amount of the policy shall be \$1,000,000 per occurrence. The AASC shall also provide insurance certificates for worker's compensation and automobile liability, \$1,000,000 for each accident for bodily injury and property damage. The Charter TWP of Ypsilanti STRICTLY adheres to these insurance requirements. These insurance requirements shall not be waived for any reason. All of the aforementioned insurance policies shall be delivered to the TWP's legal counsel thirty days prior to July 6, 2026. Please read carefully the required insurance that must be obtained. The Charter TWP of Ypsilanti shall be named as an additional insured on such policy and shall be entitled to at least a thirty day (30) day notice of cancellation or changes of any kind.

The wording on the policy MUST read:

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

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

10. General Provisions

10.1. Assignment and Delegation: Except as otherwise expressly provided in this Agreement, neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

10.2. Relationship of the Parties. The Parties shall be independent contractors pursuant to this Agreement. Nothing herein shall be construed to create a joint venture, agency, partnership, or other form of joint enterprise, employee, or fiduciary relationship between the Parties or an employer/employee or agency relationship. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

10.3. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements, written or oral. The duties of the parties under paragraphs 5.6, 7.3, 9, 10.3 and 10.5 shall survive the expiration or earlier termination of this Agreement.

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

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

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

For the AASC:

By: _____

Name:

Title: _____

Date:

For the TWP:

By: _____

Name: Brenda L. Stumbo

Title: _TWP Supervisor

Date: _____

For the TWP:

By: _____

Name: Debra A. Swanson

Title: TWP Clerk _____

Date: _____

Schedule

This Schedule is hereby incorporated as part of the **Facility Use Agreement** between AASC and the TWP.

2026 Rowfest Schedule – Subject to change due to weather conditions

*Security on Site Entire Event on Closed Hours (8pm-5am daily) Starting Monday, July 6 – Monday July, 20th

* Medical on site on practice and race days and 2 lifeguards on site – July 10th-19th

Monday July 6th

- 8:00am-5:00 pm - US Rowing On Site
 - o Walkthrough of park
 - o Venue layout of park
 - o Tent arrival and setup (No TWP Staff needed)
 - o Course installation starts on water

Tuesday, July 7th

- 7:00am-6:00 pm – US Rowing on Site
 - o Continued Venue Set up – (signage, fencing, setting up registration) (No TWP staff needed)

Wednesday, July 8th

- 7:00-6:00pm – US Rowing on Site
 - o Continue Venue Set up
 - o Launches arrive and setup in water (no TWP staff needed)

Thursday, July 9th

- 7:00am-6:00pm – US Rowing on site
 - o Venue Set up
 - o **TWP Walkthrough with staff**
 - o Additional docks set up

Friday, July 10th

- 4:45 am - US Rowing to arrive
 - o EMT Arrival Day
- 6:00am-8:00pm - Team Registration Open on Site –
 - o Teams Arrive
- 8:00am-4:00pm - Trailer Parking
- 9am-6pm constant flow of vehicles 300 cars approximately (buses and trailers mostly) (**TWP Staff and Volunteers**)
- 11:00am-6:00pm - Team Registration

- 12:00-6:00pm Practice on Water
- 8pm – US Rowing Departure

Saturday, July 11-Sunday, July 19th

- 4:45 am - US Rowing to arrive
- 6:00am-3pm – 300-400 cars arrive **(TWP manage parking all day, peak parking at this time) (Limited Parking Assistance Needed rest of day until dusk)**
- 7:30am - Racing Begins
- 7:30am - Food Trucks Arrive
- **TWP Shuttle 8:00am-7:00pm Provided**
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6-7pm Racing Finishing
- 8pm – US Rowing Departure
- **Trash assistance needed**

Sunday, July 13

- 4:45 am - US Rowing to arrive
- 6:00am-3pm – 300-400 cars arrive **(TWP manage parking all day, peak parking at this time) (Limited Parking Assistance Needed rest of day until dusk)**
- 7:30am - Racing Begins
- 7:30am - Food Trucks Arrive
- **TWP Shuttle 8:00am-7:00pm Provided**
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6-7pm Racing Finishing
- 8pm – US Rowing Departure
- **Trash assistance needed**

Monday, July 14

- 4:45 am - US Rowing to arrive
- 6:00am-3pm – 300-400 cars arrive **(TWP manage parking all day, peak parking at this time) (Limited Parking Assistance Needed rest of day until dusk)**
- 7:30am - Racing Begins
- 7:30am - Food Trucks Arrive
- **TWP Shuttle 8:00am-7:00pm Provided**
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave

- 6-7pm Racing Finishing
- 8pm – US Rowing Departure
- **Trash assistance needed**

Tuesday- July 15th

- 4:45 am - US Rowing to arrive
- 6:00am-3pm – 300-400 cars arrive (**TWP manage parking all day, peak parking at this time) (Limited Parking Assistance Needed rest of day until dusk)**)
- 7:30am - Racing Begins
- 7:30am - Food Trucks Arrive
- **TWP Shuttle 8:00am-7:00pm Provided**
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6-7pm Racing Finishing
- 8pm – US Rowing Departure
- 5:00pm-8:00pm – Trailers Leaving
- **Trash assistance needed**

Wednesday, July 16th

- 4:45 am - US Rowing to arrive
- 6:00am-3:00pm – MASTERS ARRIVE, increase of cars 400-500 cars arrive (**TWP**)
- 7:30am - Food Trucks Arrive
- 8:00am-12:00pm - Racing
- 8:00am-5:00pm – (**TWP staff needed – with one US Rowing Staff member) – 30 trailers for masters arriving**)
- 12:00-6:00pm – Practice
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6:00-7:00pm Racing Finishing
- 8pm – US Rowing Departure
- 5:00pm-8:00pm – Trailers Leaving
- **Trash assistance needed**

Thursday, July 17th

- 4:45 am - US Rowing to arrive
- 6:00am-3pm – 300-400 cars arrive (**TWP manage parking all day, peak parking at this time) (Limited Parking Assistance Needed rest of day until dusk)**)
- 7:30am - Racing Begins
- 7:30am - Food Trucks Arrive

- **TWP Shuttle 8:00am-7:00pm Provided**
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6-7pm Racing Finishing
- 8pm – US Rowing Departure
- 5:00pm-8:00pm – Trailers Leaving
- **Trash assistance needed**

Friday, July 18

- 4:45 am - US Rowing to arrive
- 6:00am-3pm – 300-400 cars arrive **(TWP manage parking all day, peak parking at this time) (Limited Parking Assistance Needed rest of day until dusk)**
- 7:30am - Racing Begins
- 7:30am - Food Trucks Arrive
- **TWP Shuttle 8:00am-7:00pm Provided**
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6-7pm Racing Finishing
- 8pm – US Rowing Departure
- 5:00pm-8:00pm – Trailers Leaving
- **Trash assistance needed**

Saturday, July 19th

- 4:45 am - US Rowing to arrive
- 6:00am-3pm – 300-400 cars arrive **(TWP manage parking all day, peak parking at this time) (Limited Parking Assistance Needed rest of day until dusk)**
- 7:30am - Racing Begins
- 7:30am - Food Trucks Arrive
- **TWP Shuttle 8:00am-7:00pm Provided**
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6-7pm Racing Finishing
- **Trash assistance needed**

Sunday, July 20

- 4:45 am - US Rowing to arrive

- 6:30am-9:00am – 300-400 cars arrive (**TWP manage parking all day, peak parking at this time) (Limited Parking Assistance Needed rest of day until dusk)**)
- 7:30am - Racing Begins
- 7:30am - Food Trucks Arrive
- **TWP Shuttle 8:00am-7:00pm Provided**
- 11:00am – Additional food Trucks Arrive
- 3:00pm – Food Trucks Leave
- 6:00pm – Last Race
- 5:00-7:00 – Trailer Departure
- 8pm –8pm – US Rowing Departure
- 5:00pm-8:00pm – Trailers Leaving
- **Trash assistance needed**

Monday, July 21

- 7:00am-6:00pm – Vendor, Ann Arbor Sports Commission, US Rowing Clean up
- 7:00am-12:00pm - additional trailers leaving
- 4:00pm - **TWP final walkthrough requested as shut down in afternoon**
- Course taken down

Tuesday, July 22

- Continued course taken down on water



Scott J. Alexander
Senior Director – External Affairs
2260 E. Imperial Highway
El Segundo, California 90245
(214) 202-3185
scott.alexander@directv.com

January 29, 2026

Via e-mail delivery

Township of Ypsilanti, MI

Dear Township Officials:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, DIRECTV, LLC ("DIRECTV"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the Township of Ypsilanti, a Michigan municipal corporation (the "Franchising Entity") and DIRECTV (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between DIRECTV and the Township of Ypsilanti, which was originally completed with AT&T Michigan ("Initial Agreement"). In 2021, that agreement was transferred from AT&T Michigan to DIRECTV, LLC.

The enclosed filing follows the standard form agreement per the MPSC. The Renewed Agreement continues the video service provider fee of 5.0% and a PEG fee of 0.0%. If any information needs to be changed, please let me know.

Please feel free to contact me with any questions about the agreement.

Best regards,

A handwritten signature in black ink, appearing to read "Scott J. Alexander". The signature is fluid and cursive, with a long horizontal line extending to the right.

Scott J. Alexander
Senior Director – External Affairs

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (“Agreement”) is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq*, (the “Act”) by and between the Township of Ypsilanti, a Michigan municipal corporation (the “Franchising Entity”), and DIRECTV, LLC, a California limited liability company (the “Provider”).

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. “Cable Operator” means that terms as defined in 47 USC 522(5).
- B. “Cable Service” means that terms as defined in 47 USC 522(6).
- C. “Cable System” means that term as defined in 47 USC 522(7).
- D. “Commission” means the Michigan Public Service Commission.
- E. “Franchising Entity” means the local unit of government in which a provider offers video services through a franchise.
- F. “FCC” means the Federal Communications Commission.
- G. “Gross Revenue” means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. “Household” means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. “Incumbent video provider” means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider’s existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. “IPTV” means internet protocol television.
- K. “Local unit of government” means a city, village, or township.
- L. “Low-income household” means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. “METRO Act” means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq*.
- N. “Open video system” or “OVS” means that term as defined in 47 USC 573.
- O. “Person” means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. “Public rights-of-way” means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. “Term” means the period of time provided for in Section V of this Agreement.
- R. “Uniform video service local franchise agreement” or “franchise agreement” means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. “Video programming” means that term as defined in 47 USC 522(20).
- T. “Video service” means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. “Video service provider” or “Provider” means a person authorized under the Act to provide video service.
- V. “Video service provider fee” means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**, or the parties may mutually agree to a shorter renewal period.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5.0 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E.** In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F.** Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G.** The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I.** Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J.** The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K.** The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A.** The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B.** Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C.** The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount 0.00%) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0.00 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed “confidential.” It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 “[insert PROVIDER’S NAME]
 [CONFIDENTIAL INFORMATION]”
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Township of Ypsilanti

DIRECTV, LLC

**7200 S. Huron River Dr.
Ypsilanti, MI 48197**

**2260 E. Imperial Highway,
El Segundo, CA 90245**

Attn: Township Clerk

**Attn: Scott J. Alexander, Senior Director –
External Affairs**

e-mail address(s):
dswanson@ypsitownship.org

e-mail address: scott.alexander@directv.com

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A.** Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B.** The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C.** Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D.** Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E.** The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Township of Ypsilanti, a Michigan municipal corporation

By

Print Name

Title

Address
7200 S. Huron River Dr.

City, State, Zip
Ypsilanti, MI 48174

Phone

Fax

e-mail

DIRECTV, LLC, a California limited liability company

By



Print Name
Scott J. Alexander

Title
Senior Director – External Affairs

Address
2260 E. Imperial Highway

City, State, Zip
El Segundo, California 90245

Phone
(214) 202-3185

Fax
None

Email
scott.alexander@directv.com

FRANCHISE AGREEMENT
(Franchising Entity to Complete)

Date submitted:
Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: January 29, 2026		
Applicant's Name: DIRECTV, LLC		
Address 1: 2260 E. Imperial Highway		
Address 2:		Phone: (310) 612-6886
City: El Segundo	State: California	Zip: 90245
Federal I.D. No. (FEIN): 95-4511940		

Company executive officers:

Name(s): Brian M. Regan
Title(s): Senior Vice President and Assistant Secretary

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Scott J. Alexander or his designee(s)		
Title: Senior Director - External Affairs		
Address: 2260 E. Imperial Highway, El Segundo, California 90245		
Phone: (214) 202-3185	Fax: None	Email: scott.alexander@directv.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

SEE ATTACHED MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of wire centers or exchanges serving the Township of Ypsilanti,

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]


[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

**Verification
(Provider)**

I, Brian M. Regan, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

<i>Name and Title (printed):</i> Brian M. Regan, Senior Vice President and Assistant Secretary	
<i>Signature:</i> 	<i>Date:</i> January 29, 2026

(Franchising Entity)

Township of Ypsilanti, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

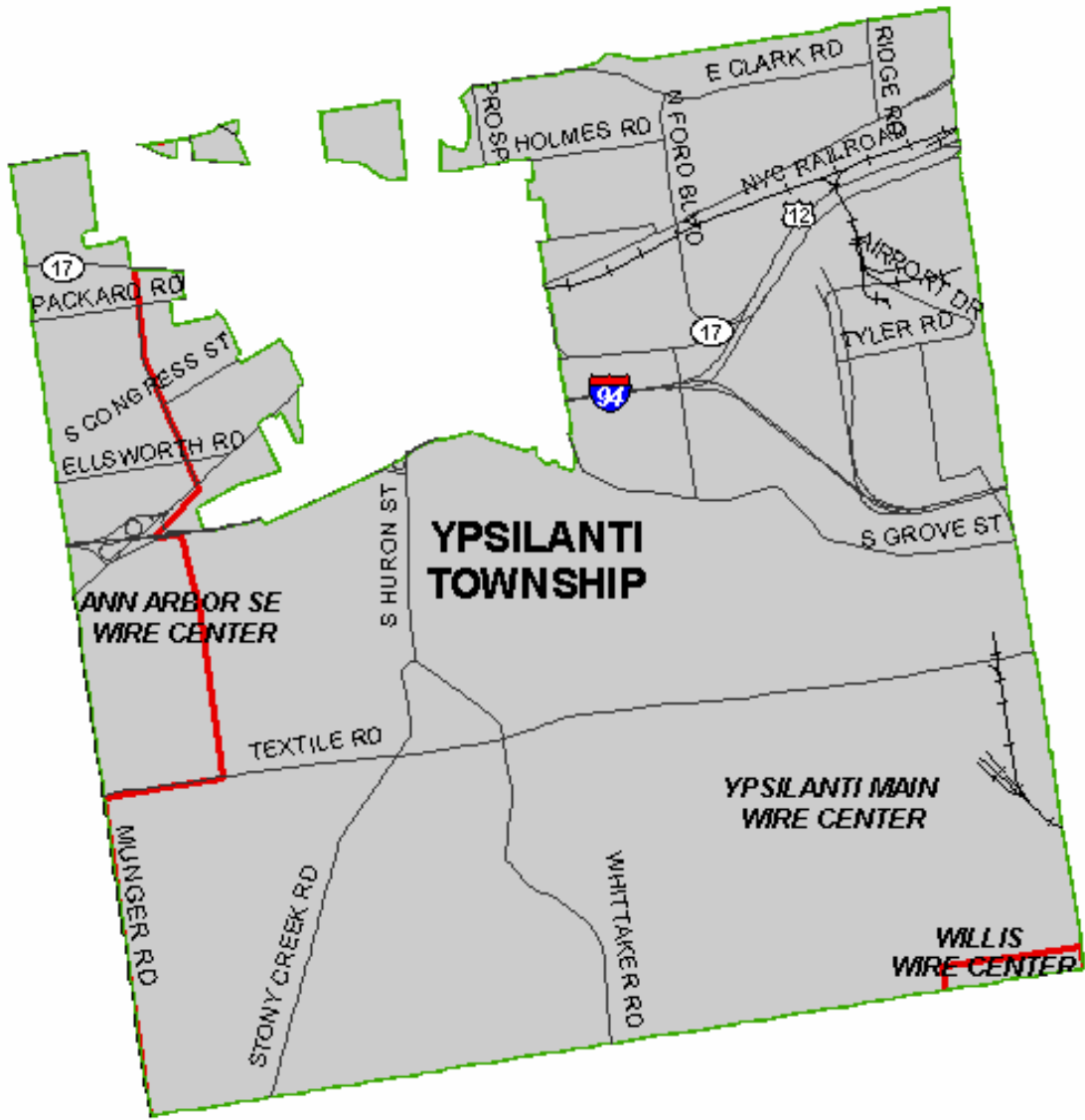
Phone

Date:

e-mail

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Ypsilanti Township, Michigan



- Legend**
- Roads
 - + + Railroads
 - ▭ Municipal Boundary Lines
 - ▭ Wire Center Bounds

Note: The street names of certain municipal boundary lines may not appear.



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
Q-119743-1
4/9/2026 11:19 AM

5/15/2026

Client:
Ypsilanti Charter Township, MI

Bill To:
YPSILANTI CHARTER TOWNSHIP
(WASHTENAW COUNTY), MICHIGAN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Megan Poole		megan.poole@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -5,000.00

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design	USD 4,400.00
1.00	DocAccess Implementation	Implementation of DocAccess	USD 2,000.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	USD 10,000.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	DocAccess	DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.	USD 14,127.00

List Price - Initial Term Total	USD 30,527.00
Total Investment - Initial Term	USD 25,527.00
Annual Recurring Services (Subject to Uplift)	USD 24,127.00

Initial Term	24 Months, beginning at signature date. Total Investment - Initial Term refers to the first 12 months of the agreement. Annual Recurring Services (subject to Uplift) refers to the second 12 months of the agreement.
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-119743-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):

Printed Name:

Title:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

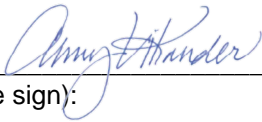
Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus


By (please sign):

Amy Vikander
Printed Name:

Senior VP of Customer Success
Title:

04/15/2026
Date:

Authorized Client Signature - Clerk

By (please sign):

Printed Name:

Title:

Date:



March 13, 2026

Mr. Michael Saranen
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Re: Agreement for Ford Lake Dam General Engineering Services

Dear Mr. Saranen:

Thank you for retaining us. We will do our best to justify your expression of confidence in us. This letter, together with our Standard Terms (attached) sets forth the Agreement between the Charter Township of Ypsilanti (Client) and Barr Engineering Michigan, LLC (Barr) regarding general engineering services for Ford Lake Dam.

The scope of professional consulting services Barr will provide includes general engineering services related to the operation, maintenance, and licensing of Ford Lake Dam. We will perform work as requested.

This Agreement supersedes the previous Agreement for Ford Lake Dam General Engineering Services, dated October 2, 2012, between the Charter Township of Ypsilanti and Barr Engineering Company.

This Agreement will be effective for the duration of the services unless terminated earlier by either Client or Barr. Barr will commence work upon receipt of a copy of this letter signed by Client.

For the services provided, Client will pay Barr according to the attached Standard Terms. Barr will bill Client every four weeks. The cost of the services will be on a time and materials basis.

We understand Mr. Michael Saranen has the authority to direct us. We will direct communications to Mr. Michael Saranen at the address on this letter. Direction should be provided to Mr. David Hibbs at the letterhead address.

During the term of this Agreement, Barr agrees to maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, the type of insurance and policy limits as set forth below (USD):

Workers' Compensation and Employers' Liability

- 1. Coverage A: Per State Statute
- 2. Coverage B: \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

Commercial General Liability

- 1. \$2,000,000 General Aggregate
- 2. \$2,000,000 Products – Completed Operations Aggregate

Mr. Michael Saranen

March 13, 2026

Page 2

-
- | | | |
|----|-------------|-----------------|
| 3. | \$1,000,000 | Each Occurrence |
| 4. | \$1,000,000 | Personal Injury |

Commercial Automobile Liability

1. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage

The Commercial Automobile Liability shall provide coverage for the following automobiles:

1. All Owned Automobiles
2. All Non-Owned Automobiles
3. All Hired Automobiles

Umbrella Liability

1. \$10,000,000 Each Claim
\$10,000,000 Annual Aggregate
2. The Umbrella Liability provides excess limits for the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability policies.

Professional and Pollution Incident Liability

Professional Liability insurance including Pollution Incident Liability coverage with limits of not less than \$5,000,000 Per Claim / \$5,000,000 Annual Aggregate.

Certificates of Insurance

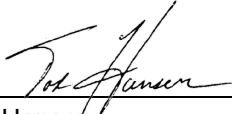
Certificates of Insurance will be provided annually. The Certificates of Insurance will name as additional insureds the Charter Township of Ypsilanti and its past, present, and future elected Officials.

Barr and Client waive all rights, including their insurers' subrogation rights, against each other, their subcontractors, agents, and employees, and the other's consultants, separate contractors, and their subcontractors, agents, and employees for losses or damages covered by their respective property or casualty insurance, commercial general liability, or Builder's Risk insurance. This waiver of subrogation is effective notwithstanding any duty of indemnity.

If this Agreement is satisfactory, please sign the enclosed copy of this letter in the space provided, and return it to Barr

Sincerely yours,

BARR ENGINEERING MICHIGAN, LLC



Tor Hansen
Its Vice President

Mr. Michael Saranen

March 13, 2026

Page 3

Accepted this _____ day of _____, 20____

CHARTER TOWNSHIP OF YPSILANTI

By _____

By _____

Its _____

Its _____

Attachments

Standard Terms—Professional Services
2026 Fee Schedule

Barr's Agreement with Client consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

Section 1: Barr's Responsibilities

- 1.1 Barr will provide the professional services ("Services") described in this Agreement. Barr will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of Barr's profession practicing in the same locality.
- 1.2 Barr will select the means, methods, techniques, sequences, or procedures used in providing its Services. If Client directs Barr to deviate from Barr selections, Client agrees to hold Barr harmless from claims, damages, and expenses arising out of Client direction.
- 1.3 Barr will acquire all licenses applicable to its Services and will comply with applicable law.
- 1.4 Barr duties do not include supervising Client contractors or commenting on, supervising, or providing the means and methods of their work unless Barr accepts any such duty in writing. Barr will not be responsible for the failure of Client contractors to perform in accordance with their undertakings.
- 1.5 Barr will provide a health and safety program for Barr employees, but will not be responsible for contractor, job, or site health or safety unless Barr accepts that duty in writing.
- 1.6 Estimates of Barr's fees or other project costs will be based on information available to Barr and on Barr's experience and knowledge. Such estimates are an exercise of Barr's professional judgment and are not guaranteed or warranted. Actual costs may vary. Client should add a contingency to the budgeted fees and costs to account for unexpected costs.
- 1.7 The information Client provides to Barr will be maintained in confidence except as required by law.

Section 2: Client Responsibilities

- 2.1 Client will provide access to property.
- 2.2 Client will provide Barr with prior reports, specifications, plans, changes in plans, and other information about the project that may affect the delivery of Barr's Services. Client will hold Barr harmless from claims, damages, and related expenses, including reasonable attorneys' fees, involving information not timely called to Barr's attention or not correctly shown on documents Client furnishes to Barr.
- 2.3 Client agree to provide Barr with information on contamination and dangerous and hazardous substances and processes Barr may encounter in performing the Services and related emergency procedure information.
- 2.4 Client agree to hold Barr harmless as to claims that Barr is an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of any law governing the handling, treatment, storage, or disposal of dangerous or hazardous materials.
- 2.5 Site remediation services may involve risk of contamination of previously uncontaminated air, soil, or water. If Client is requesting that Barr provide services that include this risk, Client agrees to hold Barr harmless from such contamination claims, damages, and expenses, including reasonable attorneys' fees, unless and to the extent the loss is caused by Barr negligence.

- 2.6 Monitoring wells are Client property and Client is responsible for their permitting, maintenance and abandonment unless Barr accepts that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are Client property. They will be discarded or returned to Client, at Barr's discretion, unless within 15 days of the report date Client gives written direction to store or transfer the materials at Client expense.
- 2.7 Client agrees to make disclosures required by law. If Barr is required by law or legal process to make such disclosures, Client agrees to hold Barr harmless and indemnify Barr from related claims and costs, including reasonable attorneys' fees.

Section 3: Digital Files, Reports and Work Product

- 3.1 Barr's digital files, including but not limited to models, executable data, source code, and all other digital files, remain the property of Barr and shall be provided to the Client only if expressly provided for in this Agreement. Any digital files not containing a seal are provided for the convenience of the Client only, and use by Client or others to whom Client provides the digital files is at the Client's sole risk and without liability to Barr.
- 3.2 Barr will retain all data relating to the Services for a minimum of seven years and financial data for three years.
- 3.3 Barr reports, notes, calculations, and other documents, and computer software, programs, models, and data developed by Barr are instruments of Barr Services, and they remain Barr property, subject to a license to Client for Client's use in the related project for the purposes disclosed to Barr. At Barr's request, Client will execute Barr's standard digital data and conditional use agreement prior to receiving any digital data files. Further, Client may not use or transfer such information and documents to others for a purpose for which they were not prepared without Barr's written approval. ~~Client agrees to indemnify and hold Barr harmless from claims, damages, and expenses, including reasonable attorneys' fees, arising out of any unauthorized transfer or use.~~
- 3.4 Because electronic documents may be modified intentionally or inadvertently, Client agrees that Barr will not be liable for damages resulting from change in an electronic document occurring after Barr's transmittal to Client. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic format, Client accepts exclusive risk relating to long-term capability, usability, and readability of documents, software application packages, operating systems, and computer hardware.
- 3.5 If Client does not pay for the Services in full as agreed, Barr may retain reports and work not yet delivered to Client and Client agrees to return to Barr our reports and other work in Client's possession or under Client's control. Client agrees not to use or rely upon Barr Services or work for any purpose until it is paid for in full.

Section 4: Compensation

- 4.1 Client will pay for the Services as agreed or according to the current fee schedules if there is no other written agreement as to price. An estimated cost is not a firm figure unless stated as such and Client should allow for a contingency in addition to estimated costs.
- 4.2 Client will pay each invoice within 30 days after receipt as to all undisputed amounts. ~~Payments not made within 60 days of invoice date will bear interest from the date that is 30 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by law. Client agrees to pay all Barr costs of collection, including reasonable attorney fees~~
- 4.3 If Client directs Barr to invoice another, Barr will do so, but Client agrees to be responsible for Barr compensation unless Client provides Barr with that person's written acceptance of the terms of Barr's Agreement and Barr agrees to extend credit to that person.
- 4.4 Client agrees to compensate Barr in accordance with Barr's fee schedule if Barr is asked or required to respond to legal process arising out of a proceeding to which Barr is not a party.
- 4.5 If Barr is delayed by factors beyond Barr's control, or if the project conditions or the scope of work change, or if the standards change, Barr will receive an equitable adjustment of our compensation.
- 4.6 In consideration of Barr providing insurance to cover claims made by Client, Client hereby waives any right of offset as to payment otherwise due to Barr.

Section 5: Disputes, Damage, and Risk Allocation

- 5.1 Barr and Client will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party's representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.
- 5.2 Barr will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital. Barr and Client waives against the other and its subcontractors, agents, and employees all rights to recover for losses covered by our respective property/casualty or auto insurance policies.
- 5.3 Barr will not be liable for damages unless Client has notified Barr of Client's claim within 30 days of the date of Client discovery of it and unless Client has given Barr an opportunity to investigate and to recommend ways of mitigating damages, and unless suit is commenced within two years of the earlier of the date of injury or loss and the date of completion of the Services.
- 5.4 For Client to obtain the benefit of a fee which includes a reasonable allowance for risks, Client agrees that Barr's aggregate liability will not exceed the fee paid for Barr's Services, but not less than \$50,000, and Client agrees to indemnify Barr from all liability to others in excess of that amount. If Client is unwilling to accept this allocation of risk, Barr will increase Barr's aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, Client provides payment in an amount that will increase Barr fees by 10%, but not less than \$500, to compensate Barr for the greater risk undertaken. This increased fee is not the purchase of insurance.

- 5.5 If Client fails to pay Barr within 60 days following invoice date, Barr may consider the default a total breach of this Agreement and, at Barr's option, Barr may terminate all of Barr's duties without liability to Client or to others.
- 5.6 ~~If Barr is involved in legal action to collect compensation, Client agrees to pay Barr's collection expenses, including reasonable attorneys' fees.~~
- 5.7 The law of the state of Minnesota will govern all disputes. Barr and Client hereby agree to submit to the exclusive jurisdiction of the State Courts sitting in Hennepin County, Minnesota, for all claims relating to the contract of the services performed by Barr and waive any objections to such location based on jurisdiction, venue or inconvenient forum. Barr and Client waives trial by jury. No employee acting within the scope of employment will have any individual liability for his or her acts or omissions and Client agrees not to make any claim against individual employees.

Section 6: Miscellaneous Provisions

- 6.1 Barr will provide a certificate of insurance to Client upon request. Any claim as an Additional Insured will be limited to losses caused by Barr's sole negligence.
- 6.2 This Agreement is Barr's entire agreement, and it supersedes prior agreements. Only a writing signed by an authorized representative for Barr and Client making specific reference to the provision modified may modify it.
- 6.3 Neither Barr nor Client will assign this Agreement without the written approval of the other. No other person has any rights under this Agreement.
- 6.4 Only a writing may terminate this Agreement. Barr will receive an equitable adjustment of Barr's compensation as well as Barr's earned fees and expenses if Barr's work is terminated prior to completion.
- 6.5 Barr will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, religion, age, marital status, affectional preference, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a specially disabled, Vietnam-era, or other eligible veteran. Barr will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Barr actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.
- 6.6 Neither Barr nor Client, including Barr officers, employees, and agents, are agents of the other, except as agreed in writing. Except as agreed in writing, nothing in this Agreement creates in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. Nothing contained herein will prevent either party from procuring or providing the same or similar products or services from or to any third person, provided that there is no breach of any obligations pertaining to confidentiality.

End of Standard Terms



Description	Rate* (U.S. dollars)
Vice President	\$190-375
Consultant/Advisor	\$210-325
Engineer/Scientist/Specialist IV	\$185-205
Engineer/Scientist/Specialist III	\$155-180
Engineer/Scientist/Specialist II	\$130-150
Engineer/Scientist/Specialist I	\$95-125
Technician IV	\$155-205
Technician III	\$125-150
Technician II	\$95-120
Technician I	\$60-90
Support Personnel III	\$155-205
Support Personnel II	\$95-150
Support Personnel I	\$60-90

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

For travel destinations within the continental U.S. (CONUS) and Canada, meals will be reimbursed on a per diem basis. The per diem rate will be as published by the U.S. Internal Revenue Service (IRS) based on the High-Low method. Full-day per diem rates will be pro-rated on travel days. For travel destinations outside the continental U.S. (CONUS) and Canada, meals will be reimbursed based on actual expenses incurred.

All other reimbursable expenses, including but not limited to costs of transportation, lodging, parking, postage, shipping, and incidental charges, will be billed at actual reasonable cost. Mileage will be billed at the IRS-allowable rate.

Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules.

Vice President category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g., engineers, geologists, and landscape architects) and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

*Rates do not include sales tax on services that may be required in some jurisdictions.

April 14, 2026
 Mr. John Hines
 Ypsilanti Township
 7200 S. Huron River Drive
 Ypsilanti, MI

RE: Network Controller Replacement

W. J. O’Neil Company is providing pricing to replace the BOS8 network controllers with the updated BOS9. In preparation for the 5th generation of the Tridium-Niagara software that is scheduled to be released mid-2026, the current BOS8 is being phased out. Tridium is currently offering a program that will transfer the current device license with a valid software maintenance agreement until June 27, 2026. The BOS8 is expected to be supported through 2027. After 2027, software updates will no longer be available or supported by Tridium, however, the BOS8 should continue to function.

Scope of Work:

If approved prior to June 20, 2026

- Provide FOUR new BOS9 network controllers.
 - Include upgrade program license transfer fee.
 - Budget pricing includes a 10% material inflation factor.
- Configure new BOS9 controller. Current security patches will be utilized.
- Download new BOS9 controller with existing customer database.
- Verify operation once replacement is complete.
- Verify system users have access from their computers.

Proposal Price:.....\$17,000

If approved After to June 27, 2026

- Provide FOUR new BOS9 network controllers.
 - Device licenses for the new network controllers will be included.
 - The required initial software maintenance agreements will be included.
 - Budget pricing includes a 15% material inflation factor.
- Configure new BOS9 controller. Current security patches will be utilized.
- Download new BOS9 controller with existing customer database.
- Verify operation once replacement is complete.
- Verify system users have access from their computers.

Budget Price:.....\$29,000

Provisions:

- Work to be performed during normal business hours, Monday-Friday, 7:30 am to 3:30 pm, excluding holidays.
- Additional deficiencies will be reported to Mr. Hines if they are discovered.
- The cost for the current annual software maintenance agreement is included in the WJO maintenance agreement at this time.

Mechanical Contracting,
 Pipe Fabrication,
 Service, and Controls
www.wjo.com
 DETROIT
 35457 Industrial Dr.
 Livonia, MI
 48150
 T 734.458.2300
 F 734.458.2305



Thank you for the opportunity to quote this service, we look forward to working with you in the near future. If you have any questions regarding our proposal, please contact the W.J. O'Neil office at 734-266-3328.

Sincerely,

T. Richards

Tim Richards
Service Sales Account Executive
W.J. O'Neil Company

Customer Approval:

Date: _____

P.O. Number: _____

N. Dahlstrom

Nick Dahlstrom
Service Sales Account Executive
W.J. O'Neil Company

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Your Intelligent Facility Partner, For Life

DATE: 4/14/2026

John Hines
Ypsilanti Township
14B District Court
7200 S. Huron River Dr
Ypsilanti, MI 48197

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RE: RTU Thermostat Upgrades

W. J. O'Neil Company is providing pricing to upgrade the existing roof top unit thermostats at your facility as outlined below.

Scope of Work:

RTU's 1, 3, 4, 5, 6, & 7:

- Provide and install new (3) thermostats capable of MSTP communications.
 - Existing locations will be utilized.
 - (3) MSTP Stats are already installed on site.
- Provide and install new MSTP communication wiring to new thermostats. Connect to existing Tridium network controller.
- Update Tridium database and graphics as needed to display new thermostats.
- Verify operation once replacement is complete.

Proposal Price Not to Exceed: **\$14,996**

Provisions:

- Work to be performed during normal business hours, Monday-Friday, 7:30 am to 3:30 pm, excluding holidays.
- Additional deficiencies will be reported to the customer if they are discovered.

Thank you for the opportunity to quote this service, we look forward to working with you in the near future. If you have any questions regarding our proposal, please contact the W.J. O'Neil office at 734-266-3328.

Sincerely,

Customer Approval:

N. Dahlstrom

Nick Dahlstrom
Service Sales Account Executive
W.J. O'Neil Company

Date: _____

P.O. Number: _____



April 15, 2026

Mr. John Hines
Ypsilanti Township
7200 S. Huron River Drive
Ypsilanti, MI

RE: AHU 3 – Fan Wall Retrofit Project

PROJECT BACKGROUND

The existing Trane AHU-3 was installed in 1971. Due to the age of the unit, original replacement parts for the belt-drive fan assembly are no longer available from Trane or any aftermarket supplier. A full AHU replacement was evaluated but is not feasible given cost and spatial constraints. A fan array retrofit — installing a new direct-drive plenum fan array within the existing casing — is the recommended solution, preserving the existing infrastructure while restoring reliable, long-term performance.

SCOPE OF WORK

Demolition & Removal

- Perform lock out / tag out (LOTO) of all electrical feeds to AHU-3 prior to beginning work
- Remove existing belt-drive fan assembly including fans, motors, shafts, bearings, sheaves, belts, and vibration isolators
- Remove internal sheet metal components within the fan section as needed to accommodate new array — locations to be field verified prior to cutting
- Protect existing coil, drain pan, casing, and ductwork connections throughout; clean and inspect drain pan upon completion of demolition

Fan Array Supply & Installation

- Supply and install new direct-drive plenum fan array engineered to fit within the existing AHU-3 casing without casing modifications
- Install fan array per manufacturer's instructions including all mounting hardware, vibration isolation, and casing sealing to prevent air bypass
- Reconnect existing motor power leads and VFD connections to new fan motors at existing termination points.
- Confirm existing BAS control signals and status feedback are functioning correctly with new equipment following startup
- Factory startup by manufacturer's representative included — verify fan rotation, motor amperage, supply air CFM, VFD operation, and vibration across full speed range

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48150

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EXCLUSIONS

The following are not included in this proposal: full AHU replacement; coil, drain pan, or ductwork work; VFD or controls replacement; BAS modifications; electrical service upgrades; dampers or guards; hazardous material abatement; sales tax. Any unforeseen conditions discovered during demolition will be reported to Owner before proceeding — additional work requires written authorization.

Proposal Price..... **\$57,750**

Provisions:

- Work to be performed during normal business hours, Monday-Friday, 7:30 am to 3:30 pm, excluding holidays.
- Additional deficiencies will be reported to the customer if they are discovered.

Thank you for the opportunity to quote this service, we look forward to working with you in the near future. If you have any questions regarding our proposal, please contact the W.J. O’Neil office at 734-266-3328.

Sincerely,

N. Dahlstrom

Nick Dahlstrom
Service Sales Account Executive
W.J. O’Neil Company

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CHATTANOOGA
500 West 26th St.
Chattanooga, TN
37408

T 423.702.6000
F 423.702.6005



**CHARTER TOWNSHIP OF YPSILANTI
2026 BUDGET AMENDMENT # 6**

April 21, 2026

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL FUND	Total Increase	<u><u>\$368,880.00</u></u>
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Request to increase the budget for a portion of the ADA compliance and Agenda Management software, implementation and annual fee to CivicPlus. The total package is \$25,527, there is \$14,397 budgeted and this budget amendment is for the difference of \$11,130. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$11,130.00
			<u>\$11,130.00</u>
		Net Revenues	<u>\$11,130.00</u>
Expenditures:	Communications-Internet Access	101-228-857.100	\$11,130.00
			<u>\$11,130.00</u>
		Net Expenditures	<u>\$11,130.00</u>

Request to add a new general ledger line in the General Fund's Community Stabilization department and increase the budget for Environmental Justice issues. This line will be used for issues of environmental protection, development, implementation, study, and involvement that shape our community. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$300,000.00
			<u>\$300,000.00</u>
		Net Revenues	<u>\$300,000.00</u>
Expenditures:	Environmental Justice	101-729-801.026	\$300,000.00
			<u>\$300,000.00</u>
		Net Expenditures	<u>\$300,000.00</u>

Request to increase the budget for major repair project to retrofit a fan array to air handling unit 3 servicing the Human Resource, Accounting and Board Room section of the Civic Center. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$57,750.00
			<u>\$57,750.00</u>
		Net Revenues	<u>\$57,750.00</u>
Expenditures:	Capital Outlay - Other	101-901-971.001	\$57,750.00
			<u>\$57,750.00</u>
		Net Expenditures	<u>\$57,750.00</u>