

**CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES**

Supervisor

BRENDA L. STUMBO

Clerk

DEBBIE SWANSON

Treasurer

STAN ELDRIDGE

Trustees

KAREN LOVEJOY ROE

JOHN P. NEWMAN II

GLORIA PETERSON

LARESHA THORNTON

May 5, 2026

Regular Meeting – 6:00 p.m.

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

APPROVAL OF AGENDA



**YPSILANTI
TOWNSHIP**
— WHERE YOUR FUTURE GROWS —

Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK DEBBIE SWANSON • TREASURER STAN ELDRIDGE
TRUSTEES: • KAREN LOVEJOY ROE • JOHN P. NEWMAN II • GLORIA PETERSON • LARESHA THORNTON

REGULAR MEETING AGENDA

TUESDAY, MAY 5, 2026

6:00 P.M.

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

DETERMINATION OF QUORUM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. APPROVAL OF AGENDA
4. CONSENT AGENDA
 - A. MINUTES OF APRIL 21, 2026, REGULAR MEETING
 - B. STATEMENTS AND CHECKS FOR MAY 5, 2026, IN THE AMOUNT OF \$643,469.36
5. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. WAIVE THE PORTION OF THE FINANCIAL POLICY THAT REQUIRES SOLICITING BIDS ON MITN AND APPROVE A.F. SMITH FOR LIGHTING IMPROVEMENTS AT FORD LAKE PARK IN THE AMOUNT OF \$12,045.00, BUDGETED IN LINE #213-753-818.775, CONTINGENT UPON BUDGET AMENDMENT AND THE AWARD OF A \$10,000 CTAP GRANT FROM DESTINATION ANN ARBOR

2. APPROVE RESOLUTION 2026-09; APPOINT MARK YANDRICK TO THE WASHTENAW AREA TRANSPORTATION STUDY (WATS) TECHNICAL COMMITTEE

3. APPROVE A ONE-YEAR EXTENSION FOR THE POLICE SERVICES CONTRACT WITH THE WASHTENAW COUNTY SHERIFF'S OFFICE

4. APPROVE BUDGET AMENDMENT #7

AUTHORIZATIONS AND BIDS

1. ACCEPT THE BID FOR FIVE (5) NETWORK PRINTERS FROM XEROX IN THE AMOUNT OF \$2,230.00, BUDGETED IN LINE #101-228-977.000, CONTIGENT ON ATTORNEY REVIEW

PUBLIC COMMENTS

- **THREE MINUTES PER PERSON**
- **ALL COMMENTS MUST BE ADDRESSED TO THE CHAIR**
- **PUBLIC COMMENTS ARE ALSO WELCOMED AS THE BOARD ADDRESSES EACH AGENDA ITEM**

OTHER BUSINESS

BOARD MEMBER COMMENTS

ADJOURNMENT

CONSENT AGENDA

**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

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 written in a cursive, flowing style.

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

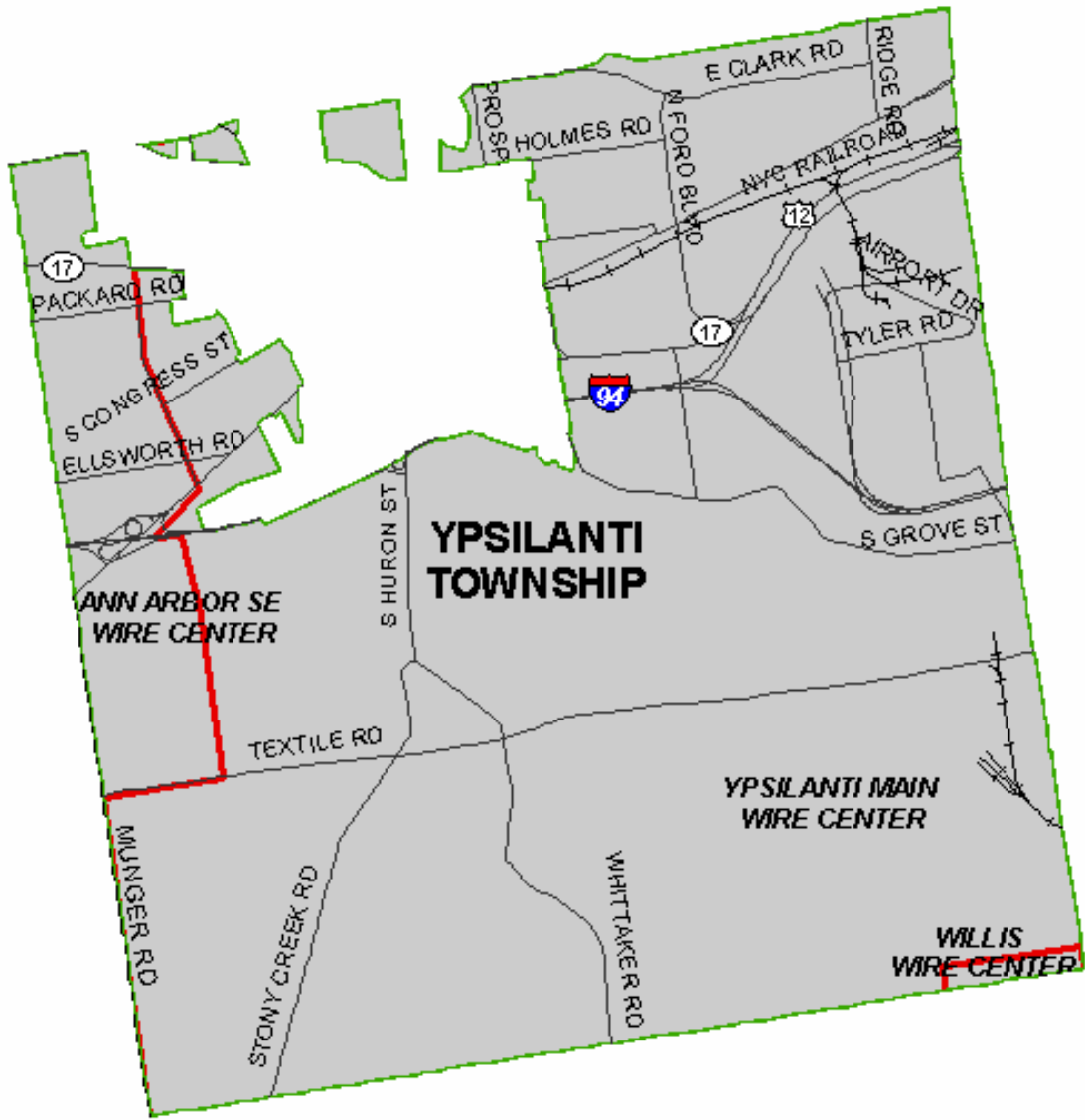
Phone

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:

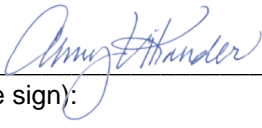
Billing Email:

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

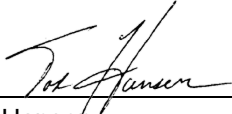
Certificates of Insurance will be provided annually. The Certificates of Insurance will name as additional insureds the Charter Township of Ypsilanti and its past, present, and future elected Officials.

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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DETROIT
35457 Industrial Dr.
Livonia, MI
48150

T 734.458.2300
F 724.458.2305



DATE: 4/14/2026

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

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Controls
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F 734.458.2305

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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DETROIT
35457 Industrial Dr.
Livonia, MI
48150

T 734.458.2300
F 734.458.2305



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

Mechanical
Contracting,
Pipe Fabrication,
Service, and
Controls
www.wjo.com

DETROIT
35457 Industrial Dr.
Livonia, MI
48150

T 734.458.2300
F 724.458.2305

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> |
|---------------------------|-----------------------|-----------------------------------|

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> |

Supervisor
BRENDA L. STUMBO
Clerk
DEBRA A. SWANSON
Treasurer
STAN ELDRIDGE
Trustees
KAREN LOVEJOY ROE
JOHN P. NEWMAN II
GLORIA PETERSON
LARESHA THORNTON



**YPSILANTI
TOWNSHIP**
— WHERE YOUR FUTURE GROWS —

**Accounting
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 544-4000 Ext 5
Fax: (734) 484-5154

STATEMENTS AND CHECKS

MAY 5, 2026 BOARD MEETING

| | |
|------------------------------|-------------------|
| ACCOUNTS PAYABLE CHECKS - \$ | 596,619.41 |
| ACCOUNTS PAYABLE ACH - \$ | 1,751.50 |
| HAND CHECKS - \$ | 45,098.45 |
| CREDIT CARDS PURCHASES - \$ | 0.00 |
| GRAND TOTAL - \$ | 643,469.36 |

A/P CHECKS

| Check Date | Check | Vendor Name | Invoice Vendor | Description | Amount |
|------------|--------|--------------------------------|--------------------------------|-----------------------------------|------------------|
| Bank AP AP | | | | | |
| 05/05/2026 | 202934 | A DESIGN LINE | A DESIGN LINE | TWP. STICKER DECALS FOR PARK TR | 627.00 |
| | | | A DESIGN LINE | COMMUNITY PROMOTION ITEMS | 1,809.28 |
| | | | | | <u>2,436.28</u> |
| 05/05/2026 | 202935 | AAATA | AAATA | DLNQ PP TAX JANUARY - MARCH 202 | 615.49 |
| 05/05/2026 | 202936 | ACCUSHRED LLC | ACCUSHRED LLC | SHRED SERVICES | 290.00 |
| 05/05/2026 | 202937 | AIRTECH MECHANICAL | AIRTECH MECHANICAL | PM26-0262, ADDRESS: 7008 AMBERL | 37.50 |
| 05/05/2026 | 202938 | ALERT ALL | ALERT ALL | PUB ED MATERIAL | 924.50 |
| 05/05/2026 | 202939 | ALLGRAPHICS CORPORATION | ALLGRAPHICS CORPORATION | SEASONAL MAINTENANCE AND SAFETY | 1,425.00 |
| 05/05/2026 | 202940 | ALRO METALS OUTLET | ALRO METALS OUTLET | ALUMINUM FOR WATER QUALITY SENS | 100.56 |
| 05/05/2026 | 202941 | AMAZON CAPITAL SERVICES | AMAZON CAPITAL SERVICES | PPE TO SAFETY STORE | 417.48 |
| | | | AMAZON CAPITAL SERVICES | 14B COURT - SOFT SOAP AND FEMIN | 149.80 |
| | | | AMAZON CAPITAL SERVICES | MOTOR POOL - FLOATER VEHICLE CA | 9.49 |
| | | | AMAZON CAPITAL SERVICES | PIKE'S PLACE GROUND COFFEE (6) | 123.06 |
| | | | AMAZON CAPITAL SERVICES | CRCTYLER RD. - 2 STEP LADDER ST | 39.96 |
| | | | AMAZON CAPITAL SERVICES | TRT CLOTHING | 388.23 |
| | | | AMAZON CAPITAL SERVICES | TAPE MEASURES | 38.95 |
| | | | AMAZON CAPITAL SERVICES | TAPE MEASURES | 79.96 |
| | | | AMAZON CAPITAL SERVICES | RED FLANDERS POPPY SEEDS FOR PL | 47.96 |
| | | | AMAZON CAPITAL SERVICES | COMMUNITY CENTER - CUSTODIAL SU | 64.94 |
| | | | AMAZON CAPITAL SERVICES | CHAIN SAW BAR AND CHAINS | 129.39 |
| | | | AMAZON CAPITAL SERVICES | 2U LONG SLIDING READY RAIL KIT | 95.99 |
| | | | AMAZON CAPITAL SERVICES | EPSON LABELWORKS 236VSLPX | 184.00 |
| | | | AMAZON CAPITAL SERVICES | EVOLUENT ERO MOUSE | 106.88 |
| | | | | | <u>1,876.09</u> |
| 05/05/2026 | 202942 | ANN ARBOR CLEANING SUPPLY | ANN ARBOR CLEANING SUPPLY | CUSTODIAL SUPPLIES - CIVIC | 346.10 |
| | | | ANN ARBOR CLEANING SUPPLY | CUSTODIAL SUPPLIES - LEC | 316.54 |
| | | | ANN ARBOR CLEANING SUPPLY | CUSTODIAL SUPPLIES - HOLMES ROA | 100.00 |
| | | | ANN ARBOR CLEANING SUPPLY | TRASH BAGS - LAITR | 245.50 |
| | | | ANN ARBOR CLEANING SUPPLY | CUSTODIAL SUPPLIES - 14B COURT | 195.90 |
| | | | | | <u>1,204.04</u> |
| 05/05/2026 | 202943 | ASSOCIATED FENCE | ASSOCIATED FENCE | FENCE GATE REPAIR #15 (WIARD RD | 475.00 |
| 05/05/2026 | 202944 | AUTO VALUE YPSILANTI | AUTO VALUE YPSILANTI | FUEL ADDITIVE FOR EQUIPMENT | 155.88 |
| | | | AUTO VALUE YPSILANTI | DRUM OF DEF | 186.77 |
| | | | AUTO VALUE YPSILANTI | GREASE FOR MOWERS + U BOLTS FOR | 127.06 |
| | | | | | <u>469.71</u> |
| 05/05/2026 | 202945 | AYRES ASSOCIATES INC | AYRES ASSOCIATES INC | COMPREHENSIVE ASSESSMENT FOR TH | 15,920.00 |
| 05/05/2026 | 202946 | B-BALL SKILLS LLC | B-BALL SKILLS LLC | PAY OUT FOR B-BALL SKILLS 4/7-4 | 1,028.13 |
| 05/05/2026 | 202947 | BS & A SOFTWARE | BS & A SOFTWARE | BS&A SOFTWARE MAINTENANCE FEE | 43,969.00 |
| 05/05/2026 | 202948 | CARLISLE/WORTMAN ASSOCIATES | CARLISLE/WORTMAN ASSOCIATES | PLANNING DEPARTMENT SUPPORT - 2 | 16,500.00 |
| | | | CARLISLE/WORTMAN ASSOCIATES | CONSULTING FOR ECORSE ROAD ZONI | 135.00 |
| | | | | | <u>16,635.00</u> |
| 05/05/2026 | 202949 | CLEAR RATE COMMUNICATIONS, INC | CLEAR RATE COMMUNICATIONS, INC | ACCT. #4850408 | 263.18 |
| 05/05/2026 | 202950 | COLMAN-WOLF SANITARY SUPPLY | COLMAN-WOLF SANITARY SUPPLY | CC14B COURT - CUSTODIAN ORDER - T | 408.24 |
| | | | COLMAN-WOLF SANITARY SUPPLY | CCCUSTODIAL ORDER- COMMUNITY CENT | 476.92 |
| | | | COLMAN-WOLF SANITARY SUPPLY | CCCUSTODIAL SUPPLIES - LEC | 176.79 |

| Check Date | Check | Vendor Name | Invoice Vendor | Description | Amount |
|------------|--------|--------------------------------|--------------------------------|---------------------------------|-----------------|
| | | | COLMAN-WOLF SANITARY SUPPLY | CCTRASH BAGS - HOLMES RD/CNC | 71.79 |
| | | | | | <u>1,133.74</u> |
| 05/05/2026 | 202951 | CRYSTAL FLASH, INC. | CRYSTAL FLASH, INC. | FUEL FOR HQ - REGULAR | 370.29 |
| | | | CRYSTAL FLASH, INC. | FUEL FOR HQ - DIESEL | 3,024.13 |
| | | | | | <u>3,394.42</u> |
| 05/05/2026 | 202952 | CSI EMERGENCY APPARATUS, LLC | CSI EMERGENCY APPARATUS, LLC | TRUCK D | 951.66 |
| | | | CSI EMERGENCY APPARATUS, LLC | TRUCK E | 951.66 |
| | | | CSI EMERGENCY APPARATUS, LLC | MOUNTING BRACKETS | 919.41 |
| | | | CSI EMERGENCY APPARATUS, LLC | REPLACE DOOR HANDLE | 579.95 |
| | | | | | <u>3,402.68</u> |
| 05/05/2026 | 202953 | DISPUTE RESOLUTION CENTER | DISPUTE RESOLUTION CENTER | MEDIATION SERVICES INVOICE | 1,875.00 |
| 05/05/2026 | 202954 | DMC TECHNOLOGY GROUP | DMC TECHNOLOGY GROUP | YEARLY COLLECT/HEARING NOTIFICA | 610.00 |
| 05/05/2026 | 202955 | EBCO COMPANY | EBCO COMPANY | 1000 FILE FOLDERS | 830.00 |
| 05/05/2026 | 202956 | EDGE ONE | EDGE ONE | CURRENCY DISCRIMINATOR | 2,250.00 |
| | | | EDGE ONE | SERVICE CONTRACT - CURRENCY DIS | 395.00 |
| | | | | | <u>2,645.00</u> |
| 05/05/2026 | 202957 | FERAL FLORA | FERAL FLORA | NATIVE PLANT KITS FOR CIVIC CEN | 132.00 |
| 05/05/2026 | 202958 | FIBER LINK | FIBER LINK | MISSDIG RESPONSE AND LOCATE SER | 264.25 |
| 05/05/2026 | 202959 | GRAINGER | GRAINGER | DEPOSIT SAFE FOR GATE HOUSE | 510.01 |
| 05/05/2026 | 202960 | GUARDIAN ALARM | GUARDIAN ALARM | DIAGNOSTIC TRIP: | 100.00 |
| 05/05/2026 | 202961 | HOME DEPOT | HOME DEPOT | CIVIC - CAULK & SEALANT - NORTH | 64.87 |
| | | | HOME DEPOT | MATERIALS NEEDED TO FINISH OUT | 83.98 |
| | | | HOME DEPOT | CIVIC CENTER - MAINT. TOOLS AND | 115.91 |
| | | | HOME DEPOT | PARKS & GROUNDS - SUPPLIES & ST | 372.61 |
| | | | HOME DEPOT | HARRIS BALL FIELD - SINK HOLE C | 10.96 |
| | | | | | <u>648.33</u> |
| 05/05/2026 | 202962 | HOWLETT LOCK & DOOR | HOWLETT LOCK & DOOR | REPLACE AND FIX DOOR HANDLES | 786.00 |
| | | | HOWLETT LOCK & DOOR | REPLACEMENT OF KEY CYLINDERS FO | 348.50 |
| | | | | | <u>1,134.50</u> |
| 05/05/2026 | 202963 | INFRASTRUCTURE ENGINEERING INC | INFRASTRUCTURE ENGINEERING INC | TRAFFIC ENGINEERING SERVICES | 3,426.21 |
| 05/05/2026 | 202964 | JENNIFER BURKE | JENNIFER BURKE | YOUTH DANCE INSTRUCTOR | 187.00 |
| 05/05/2026 | 202965 | JOHN TEICHOW | JOHN TEICHOW | BD PAYMENT REFUND | 50.00 |
| 05/05/2026 | 202966 | JOSHUA KUGLER | JOSHUA KUGLER | Reimbursement for 2026 mParks C | 467.57 |
| 05/05/2026 | 202967 | KIRK SHERWOOD II | KIRK SHERWOOD II | REIMBURSEMENT FOR 2026 MICHIGAN | 100.00 |
| 05/05/2026 | 202968 | LANSING SANITARY SUPPLY, INC | LANSING SANITARY SUPPLY, INC | CUSTODIAL SUPPLIES - CIVIC CENT | 484.12 |
| 05/05/2026 | 202969 | LOWE'S | LOWE'S | ROOF DRAIN CATCH | 39.82 |
| 05/05/2026 | 202970 | LOWER HURON SUPPLY | LOWER HURON SUPPLY | URINAL FLOOR MATS - 14B COURT | 141.46 |
| 05/05/2026 | 202971 | MASON KAISER | MASON KAISER | REIMBURSEMENT FOR 2026 MPARKS C | 486.64 |
| 05/05/2026 | 202972 | MCMASTER-CARR | MCMASTER-CARR | SUPPLIES | 56.05 |
| 05/05/2026 | 202973 | MICHIGAN CAT | MICHIGAN CAT | PARTS FOR CAT 950 LOADERS | 346.84 |
| 05/05/2026 | 202974 | MICHIGAN LINEN SERVICE, INC. | MICHIGAN LINEN SERVICE, INC. | ANNUAL LAUNDERING OF SHOP TOWEL | 24.00 |
| | | | MICHIGAN LINEN SERVICE, INC. | CIVIC CENTER LAUNDRY SERVICE FO | 95.10 |
| | | | MICHIGAN LINEN SERVICE, INC. | COMMUNITY CENTER LAUNDRY SERVIC | 54.50 |
| | | | MICHIGAN LINEN SERVICE, INC. | LEC LAUNDRY SERVICE FOR 2026 | 79.25 |
| | | | MICHIGAN LINEN SERVICE, INC. | LAUNDRY SERVICES | 39.50 |
| | | | MICHIGAN LINEN SERVICE, INC. | ANNUAL LAUNDERING OF SHOP TOWEL | 24.00 |
| | | | MICHIGAN LINEN SERVICE, INC. | ANNUAL LAUNDERING OF SHOP TOWEL | 24.00 |

| Check Date | Check | Vendor Name | Invoice Vendor | Description | Amount |
|------------|--------|---|---------------------------------|---------------------------------|-------------------|
| | | | MICHIGAN LINEN SERVICE, INC. | LINEN SERVICE FOR STATION 4 | 85.03 |
| | | | MICHIGAN LINEN SERVICE, INC. | LINEN SERVICE FOR STATION 3 | 86.26 |
| | | | MICHIGAN LINEN SERVICE, INC. | LINEN SERVICE FOR STATION 3 | 190.40 |
| | | | MICHIGAN LINEN SERVICE, INC. | GOLF PRO SHOP - SEASONAL LAUNDR | 66.00 |
| | | | MICHIGAN LINEN SERVICE, INC. | LAUNDRY SERVICES | 39.50 |
| | | | MICHIGAN LINEN SERVICE, INC. | HOLMES RD LAUNDRY SERVICE FOR 2 | 18.50 |
| | | | MICHIGAN LINEN SERVICE, INC. | COMMUNITY CENTER LAUNDRY SERVIC | 54.50 |
| | | | MICHIGAN LINEN SERVICE, INC. | CIVIC CENTER LAUNDRY SERVICE FO | 95.10 |
| | | | MICHIGAN LINEN SERVICE, INC. | LINEN SERVICE FOR STATION 4 | 85.03 |
| | | | MICHIGAN LINEN SERVICE, INC. | LINEN SERVICE FOR STATION 3 | 86.26 |
| | | | MICHIGAN LINEN SERVICE, INC. | LINEN SERVICE FOR STATION 3 | 190.40 |
| | | | MICHIGAN LINEN SERVICE, INC. | ANNUAL LAUNDERING OF SHOP TOWEL | 24.00 |
| | | | | | <u>1,361.33</u> |
| 05/05/2026 | 202975 | MICHIGAN PUBLICATIONS | MICHIGAN PUBLICATIONS | PROPOSED ORDINANCE 2026-514 PUB | 40.00 |
| 05/05/2026 | 202976 | MINUTES SERVICES LLC | MINUTES SERVICES LLC | 03-24-2026 PLANNING COMMISSION | 200.00 |
| 05/05/2026 | 202977 | MLIVE | MLIVE | LEGAL NOTICE FOR ZBA MAY6TH,202 | 243.48 |
| | | | MLIVE | JOB POSTING - SEASONAL | 1,000.00 |
| | | | | | <u>1,243.48</u> |
| 05/05/2026 | 202978 | NICHOLAS BENNETT | NICHOLAS BENNETT | REQUIRED CDL & CHAUFFEUR LICENS | 60.00 |
| 05/05/2026 | 202979 | NTG ENTERPRISES INC. | NTG ENTERPRISES INC. | WELDING OF GRINDER MILL BOX | 1,200.00 |
| 05/05/2026 | 202980 | OAKLAND COUNTY | OAKLAND COUNTY | CLEMIS - TICKET WRITING SYSTEM | 2,268.00 |
| 05/05/2026 | 202981 | OCCOUDOORS, INC. | OCCOUDOORS, INC. | LIDS FOR 55 GAL TRASH CANS - PA | 3,758.61 |
| 05/05/2026 | 202982 | PPM LANDSCAPE CONTRACTORS INC | PPM LANDSCAPE CONTRACTORS INC | EMERGENCY REMOVAL OF DOWNED AND | 10,500.00 |
| | | | PPM LANDSCAPE CONTRACTORS INC | EMERGENCY REMOVAL OF STORM DAMA | 11,000.00 |
| | | | | | <u>21,500.00</u> |
| 05/05/2026 | 202983 | PRIORITY ONE EMERGENCY | PRIORITY ONE EMERGENCY | PANTS FOR CAPTAIN G | 201.98 |
| | | | PRIORITY ONE EMERGENCY | JOB SHIRT | 72.99 |
| | | | | | <u>274.97</u> |
| 05/05/2026 | 202984 | RHETT REYES | RHETT REYES | RECOVERY COURT PAYROLL WEEK END | 1,155.00 |
| | | | RHETT REYES | RECOVERY COURT PAYROLL WEEK END | 1,155.00 |
| | | | | | <u>2,310.00</u> |
| 05/05/2026 | 202985 | ROBERT ACTON | ROBERT ACTON | ROBERT ACTON CONTRACTUAL INSPEC | 900.00 |
| 05/05/2026 | 202986 | SAM'S CLUB DIRECT | SAM'S CLUB DIRECT | OPERATING SUPPLIES AND FOOD AND | 429.21 |
| 05/05/2026 | 202987 | SHRADER TIRE & OIL | SHRADER TIRE & OIL | TIRES FOR TRAILERS #417 AND #41 | 1,088.45 |
| 05/05/2026 | 202988 | SOLOMON DIVING INC. | SOLOMON DIVING INC. | VIDEO OF FORD LAKE PARK BOAT LA | 5,809.99 |
| 05/05/2026 | 202989 | SOUTHERN COMPUTER WAREHOUSE | SOUTHERN COMPUTER WAREHOUSE | FORTIGATE FIBER TRANSCEIVERS | 190.53 |
| 05/05/2026 | 202990 | STEPHEN BROWN | STEPHEN BROWN | STEVE BROWN CONTRACTUAL INSP AP | 1,950.00 |
| 05/05/2026 | 202991 | TAYLOR MADE GOLF COMPANY | TAYLOR MADE GOLF COMPANY | TAYLORMADE GOLF BALLS FOR RESAL | 366.00 |
| 05/05/2026 | 202992 | TEESNAP LLC | TEESNAP LLC | POS - 4 IPADS FOR PARK GATES PO | 5,000.00 |
| 05/05/2026 | 202993 | TRANE U.S. INC | TRANE U.S. INC | CIVIC CENTER - MAINT. TOOL - FA | 49.33 |
| 05/05/2026 | 202994 | ULINE | ULINE | INDUSTRIAL VACUUM FOR GREEN OAK | 406.02 |
| 05/05/2026 | 202995 | VAN BUREN SCHOOL DISTRICT | VAN BUREN SCHOOL DISTRICT | DLNQ PP TAX JANUARY - MARCH 202 | 1,770.65 |
| 05/05/2026 | 202996 | VICTORY LANE | VICTORY LANE | #61 FULL SERVICE OIL CHANGE | 65.33 |
| 05/05/2026 | 202997 | WASHTENAW COMMUNITY COLLEGE# | WASHTENAW COMMUNITY COLLEGE# | DLNQ PP TAX JANUARY - MARCH 202 | 871.77 |
| 05/05/2026 | 202998 | WASHTENAW COUNTY | WASHTENAW COUNTY | DLNQ PP TAX JANUARY - MARCH 202 | 9,958.49 |
| 05/05/2026 | 202999 | WASHTENAW COUNTY ROAD COMMISSIWASHTENAW COUNTY ROAD COMMISSIH | WASHTENAW COUNTY ROAD COMMISSIH | WASHTENAW COUNTY ROAD COMMISSIH | 426.09 |
| 05/05/2026 | 203000 | WASHTENAW COUNTY TREASURER# | WASHTENAW COUNTY TREASURER# | PRE INVOICE LEDGER 12/2025 | 319.67 |
| | | | WASHTENAW COUNTY TREASURER# | PSU AND OT CHARGES MARCH 2026 | 397,537.91 |
| | | | | | <u>397,857.58</u> |

| Check Date | Check | Vendor Name | Invoice Vendor | Description | Amount |
|----------------------------|--------|-------------------------------|-------------------------------|---------------------------------|-------------------|
| 05/05/2026 | 203001 | WASHTENAW ISD | WASHTENAW ISD | DLNQ PP TAX JANUARY - MARCH 202 | 522.87 |
| 05/05/2026 | 203002 | WAYNE ISD | WAYNE ISD | DLNQ PP TAX JANUARY - MARCH 202 | 888.82 |
| 05/05/2026 | 203003 | WEBUILDFUN INC | WEBUILDFUN INC | SLIDE REPLACEMENT - SUGARBROOK | 1,422.13 |
| 05/05/2026 | 203004 | WEINGARTZ | WEINGARTZ | BOARD APPROVED PURCHASE OF ONE | 14,798.00 |
| 05/05/2026 | 203005 | WOLVERINE CRANE | WOLVERINE CRANE | ANNUAL OSHA INSPECTION | 242.41 |
| 05/05/2026 | 203006 | YAMAHA GOLF CARS PLUS | YAMAHA GOLF CARS PLUS | 2026 ANNUAL CART MAINTENANCE | 200.00 |
| 05/05/2026 | 203007 | YOURMEMBERSHIP.COM INC | YOURMEMBERSHIP.COM INC | MML JOB POSTING FOR ACCOUNTING | 225.00 |
| 05/05/2026 | 203008 | YPSILANTI ACE HARDWARE | YPSILANTI ACE HARDWARE | CIVIC CENTER - LOCKER ROOM - RI | 9.99 |
| | | | YPSILANTI ACE HARDWARE | PIPE STRAPS FOR UPSTREAM DO SEN | 26.13 |
| | | | | | <u>36.12</u> |
| 05/05/2026 | 203009 | YPSILANTI COMMUNITY SCHOOLS - | YPSILANTI COMMUNITY SCHOOLS - | DLNQ PP TAX JANUARY - MARCH 202 | 542.78 |
| 05/05/2026 | 203010 | YPSILANTI COMMUNITY SCHOOLS - | YPSILANTI COMMUNITY SCHOOLS - | DLNQ PP TAX JANUARY - MARCH 202 | 1,183.00 |
| 05/05/2026 | 203011 | YPSILANTI DISTRICT LIBRARY- | YPSILANTI DISTRICT LIBRARY- | DLNQ PP TAX JANUARY - MARCH 202 | 4,817.18 |
| 05/05/2026 | 203012 | ZEP SALES & SERVICE | ZEP SALES & SERVICE | CUSTODIAN SUPPLIES - COMMUNITY | 92.70 |
| | | | ZEP SALES & SERVICE | ZEP ORDER - 14B COURT | 157.45 |
| | | | | | <u>250.15</u> |
| AP TOTALS: | | | | | |
| Total of 79 Checks: | | | | | 596,619.41 |
| Less 0 Void Checks: | | | | | <u>0.00</u> |
| Total of 79 Disbursements: | | | | | <u>596,619.41</u> |

04/27/2026 01:52 PM
User: lstanfield
DB: Ypsilanti-Twp

CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI
CHECK NUMBERS 8 - 9

| Check Date | Check | Vendor Name | Invoice Vendor | Description | A/P ACH PAYMENTS | Amount |
|---------------------------|-------|-----------------|------------------------------------|--|------------------|----------------------------------|
| Bank AP AP | | | | | | |
| 05/08/2026 | 8 (A) | JEFFREY C. PASK | JEFFREY C. PASK JEFFREY C. PASK | VIDEOTAPING BOARD MEETING PILOT VIDEOTAPING BOARD MEETING PILOT | | 300.00 300.00 <hr/> 600.00 |
| 05/08/2026 | 9 (A) | JIBRIL NAEEM | JIBRIL NAEEM | MODERDAY MARTIAL ARTS PAYOUT | | <hr/> 1,151.50 |
| AP TOTALS: | | | | | | |
| Total of 2 Checks: | | | | | | 1,751.50 |
| Less 0 Void Checks: | | | | | | 0.00 |
| Total of 2 Disbursements: | | | | | | <hr/> 1,751.50 |

HAND CHECKS

| Check Date | Check | Vendor Name | Invoice Vendor | Description | Amount |
|------------|--------|------------------------------|------------------------------|---------------------------------|-----------------|
| Bank AP AP | | | | | |
| 04/14/2026 | 202921 | CHARTER TOWNSHIP OF SUPERIOR | CHARTER TOWNSHIP OF SUPERIOR | ACCT. #HURO-007200-0000-01 | 50.29 |
| 04/14/2026 | 202922 | COMCAST | COMCAST | ACCT. #8529 10 234 0884997 | 181.90 |
| | | | COMCAST | ACCT. #8529 10 234 0124352 | 138.07 |
| | | | COMCAST | ACCT. #8529 10 234 0279396 | 195.48 |
| | | | COMCAST | ACCT# 8529 10 234 0586337 | 126.25 |
| | | | COMCAST | ACCT. #8529 10 234 0186229 | 231.72 |
| | | | | | <u>873.42</u> |
| 04/14/2026 | 202923 | COMCAST CABLE | COMCAST CABLE | ACCT. #8529 01 001 0000523 (CAM | 5,578.45 |
| 04/14/2026 | 202924 | DTE ENERGY | DTE ENERGY | ACCT. #9200 468 7449 0 | 38.45 |
| | | | DTE ENERGY | ACCT. #9200 711 5421 4 | 20.29 |
| | | | DTE ENERGY | ACCT. #9100 123 5216 7 | 28.93 |
| | | | DTE ENERGY | ACCT. #9100 129 5996 1 | 426.84 |
| | | | DTE ENERGY | ACCT. #9100 094 4244 3 | 17.41 |
| | | | DTE ENERGY | ACCT. #9100 101 8703 7 | 44.65 |
| | | | DTE ENERGY | ACCT. #9100 105 1991 6 | 17.41 |
| | | | DTE ENERGY | ACCT. #9100 094 4205 4 | 287.02 |
| | | | DTE ENERGY | ACCT. #9100 127 9280 0 | 82.54 |
| | | | DTE ENERGY | ACCT. #9100 145 5674 0 | 181.33 |
| | | | DTE ENERGY | ACCT. #9100 145 5663 3 | 47.75 |
| | | | DTE ENERGY | ACCT. #9100 067 4660 6 | 1,528.51 |
| | | | DTE ENERGY | ACCT. #9100 145 4320 1 | 233.71 |
| | | | DTE ENERGY | ACCT. #9100 145 4262 5 | 152.32 |
| | | | DTE ENERGY | ACCT. #9100 145 4306 0 | 195.65 |
| | | | DTE ENERGY | ACCT. #9100 145 4280 7 | 128.09 |
| | | | DTE ENERGY | ACCT. #9100 145 4272 4 | 44.38 |
| | | | DTE ENERGY | ACCT. #9100 127 9293 3 | 85.06 |
| | | | DTE ENERGY | ACCT. #9100 127 9303 0 | 75.37 |
| | | | | | <u>3,635.71</u> |
| 04/14/2026 | 202925 | VERIZON CONNECT FLEET USA | VERIZON CONNECT FLEET USA | GPS SERVICES - MARCH 2026 | 812.15 |
| 04/14/2026 | 202926 | VERIZON WIRELESS | VERIZON WIRELESS | ACCT#100000159517 | 612.98 |
| | | | VERIZON WIRELESS | ACCT. #742203150-00001 | 138.06 |
| | | | VERIZON WIRELESS | ACCT. #542198411-00001 | 2,716.86 |
| | | | | | <u>3,467.90</u> |
| 04/14/2026 | 202927 | Y.C.U.A | Y.C.U.A | ESTIMATED WATER REBATE FOR 2026 | 2,205.00 |
| | | | Y.C.U.A | ACCT. #2-044-523700-01 | 132.34 |
| | | | | | <u>2,337.34</u> |
| 04/22/2026 | 202928 | 14-B DISTRICT COURT | 14-B DISTRICT COURT | SMALL CLAIMS COURT FILING FEE | 350.00 |
| 04/24/2026 | 202929 | CHARTER TOWNSHIP OF SUPERIOR | CHARTER TOWNSHIP OF SUPERIOR | ACCT. #HURO-007200-0000-01 | 45.72 |
| 04/24/2026 | 202930 | COMCAST | COMCAST | ACCT. #8529 10 234 0279396 | 210.48 |
| 04/24/2026 | 202931 | CONSTELLATION NEW ENERGY | CONSTELLATION NEW ENERGY | ACCOUNT #BG-301569 | 10,378.77 |
| 04/24/2026 | 202932 | DTE ENERGY | DTE ENERGY | ACCT. #9200 570 4723 4 | 32.85 |
| | | | DTE ENERGY | ACCT. #9100 129 7209 7 | 654.11 |
| | | | DTE ENERGY | ACCT. #9100 351 6305 4 | 2,110.35 |
| | | | DTE ENERGY | ACCT. #9100 127 9333 7 | 3,673.55 |
| | | | DTE ENERGY | ACCT. #9100 145 4294 8 | 493.94 |
| | | | DTE ENERGY | ACCT. #9100 152 0871 3 | 3,554.38 |
| | | | DTE ENERGY | ACCT. #9100 127 9357 6 | 4,918.23 |

| Check Date | Check | Vendor Name | Invoice Vendor | Description | Amount |
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| | | | DTE ENERGY | ACCT. #9100 127 9344 4 | 19.21 |
| | | | DTE ENERGY | ACCT. #9200 621 2917 5 | 19.32 |
| | | | | | <u>15,475.94</u> |
| 04/24/2026 | 202933 | Y.C.U.A | Y.C.U.A | ACCT. #4-070-428255-01 | 385.37 |
| | | | Y.C.U.A | ACCT. #4-085-803600-02 | 154.23 |
| | | | Y.C.U.A | ACCT. #4-083-487600-01 | 154.23 |
| | | | Y.C.U.A | ACCT. #4-085-789900-01 | 133.04 |
| | | | Y.C.U.A | ACCT. #4-085-803450-01 | 154.23 |
| | | | Y.C.U.A | ACCT. #4-087-560100-01 | 198.21 |
| | | | Y.C.U.A | ACCT. #4-087-560150-01 | 198.21 |
| | | | Y.C.U.A | ACCT. #4-087-560200-01 | 26.61 |
| | | | Y.C.U.A | ACCT. #4-037-360200-01 | 220.20 |
| | | | Y.C.U.A | ACCT. #4-074-535400-01 | 103.72 |
| | | | Y.C.U.A | ACCT. #4-037-360100-01 | 154.23 |
| | | | | | <u>1,882.28</u> |
| AP TOTALS: | | | | | |
| Total of 13 Checks: | | | | | 45,098.45 |
| Less 0 Void Checks: | | | | | 0.00 |
| Total of 13 Disbursements: | | | | | <u>45,098.45</u> |

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS



MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: April 28, 2026

RE: Request to waive the portion of financial policy that requires soliciting bids on MITN and approve A.F. Smith for lighting improvements at Ford Lake Park in the amount of \$12,045 from budget line 213-753-818.775, contingent on a budget amendment and the award of a \$10,000 CTAP Grant from Destination Ann Arbor

The Supervisor's Office is requesting that the Board waive the portion of the Township's financial policy requiring posting to MITN and approve A.F. Smith for new lighting installations at Ford Lake Park. The proposed project includes adding lighting around the park shelters and the Ford Lake Park house.

Ford Lake Park hosts major community events such as Rowfest and the John E. Lawrence Summer Jazz Concert Series. Staff, volunteers, and guests have identified a significant need for additional lighting, as the park becomes pitch black when these events conclude.

Because the lighting improvements directly support community events and tourism activity in the park, staff have identified this project as a good fit for the Destination Ann Arbor Community Tourism Action Plan (CTAP) Grant. The Township receives this grant annually in the amount of \$10,000.

The request to waive the financial policy's bid process is due to A.F. Smith's status as the preferred vendor for this work. They have completed prior electrical work at the park and are best suited to make additions to the existing electrical system efficiently and safely. Attached to this memo is the proposal, and Destination Ann Arbor CTAP Application, to be turned in upon approval from the Board.

Thank you for your consideration.

cc: John Hines, Municipal Services Director
Robin Castle-Hine, Community Events Manager



P. O. Box 981241 • 48198-1241
 624 South Mansfield • Ypsilanti, Michigan 48197
 Voice: 734-482-0977 • E-Mail: info@afsmith.com
 Estimating/Purchasing Fax: 734-482-2034
 Accounting Fax: 734-482-0817



PROPOSAL / WORK CONTRACT

TO: YPSILANTI TOWNSHIP

DATE: 3/9/2026

ATTN: JOHN HINES

LOCATION: FORD LAKE

We hereby submit specifications and estimates, subject to all terms and conditions as follows:

SCOPE 1

- . Demo existing wall pack(s) on (3) shelters.
- . Provide and install (4) wall pack fixtures on each of the (3) shelters. We will use the existing circuit from the Demoed wall pack and install (1) wall pack on all 4 walls using EMT conduit.

Total cost for Scope 1: \$ 8,870.00

SCOPE 2

- . Demo existing lighting on the employee building.
- . Provide and install (7) wall packs to adequately illuminate the surrounding of the building.

Total cost for Scope 2: \$3,175.00

- . All work shall be completed during normal working hours: 7:00 AM to 3:30 PM.
- . All taxes and fees are included in the scope(s) of work above.

The total proposed work as described above will be: **As Stated Above**

TERMS: Net 30 Days

ACCEPTANCE OF BID

THE ABOVE SPECIFICATIONS, TERMS & CONTRACT ARE SATISFACTORY, AND (I) (WE) HEREBY AUTHORIZE THE PERFORMANCE OF THIS WORK. If not paid as above, we agree to pay a late charge of 1.5% PER MONTH (Equal to an ANNUAL PERCENTAGE RATE OF 18%) on past due amounts.

This proposal was created by Tim Oestreich. This proposal may not be reproduced, revised or translated in whole or in part without permission of the author. Copyright ©2008.

CONTRACTOR'S GUARANTEE

WE GUARANTEE ALL MATERIAL USED IN THIS CONTRACT TO BE AS SPECIFIED ABOVE & THE ENTIRE JOB TO BE DONE IN A NEAT, WORKMANLIKE MANNER. ANY VARIATIONS FROM PLAN OR ALTERATIONS REQUIRING EXTRA LABOR OR MATERIAL WILL BE PERFORMED ONLY UPON WRITTEN ORDER AND BILLED IN ADDITION TO THE SUM COVERED BY THIS CONTRACT. AGREEMENTS MADE WITH OUR WORKMEN ARE NOT RECOGNIZED. THIS PROPOSAL IS SUBJECT TO CHANGE AND MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS OF ABOVE DATE.

A. F. SMITH ELECTRIC, Inc.

Accepted by: _____

Tim Oestreich | Service Manager

Date: _____ Phone: _____

50% down due upon acceptance of proposal

THIS CONTRACT IS VOID 30 DAYS FROM DATE UNLESS COPY IS SIGNED AND RETURNED TO BIDDER.
 WE COMPLY WITH ALL WORKMAN'S COMPENSATION & PROPERTY DAMAGE LIABILITY INSURANCE LAWS.



2026 Community Tourism Action Plan (CTAP) Application

Thank you for your interest in the Community Tourism Action Plan (CTAP). CTAP supports projects that welcome visitors to Washtenaw County while creating meaningful benefits for our local communities.

Program Overview

CTAP is a community-oriented tourism marketing and destination development investment program. CTAP supports new or enhanced public-facing projects or programs that attract day and overnight visitors, encourages exploration of Washtenaw County, and strengthens the visitor experience for both residents and guests.

CTAP supports projects and events that bring people to Washtenaw County, encourages them to explore our communities, and create meaningful experiences for visitors *and* residents. CTAP is a good fit if your project:

- Is open and accessible to the public
- Is likely to attract visitors from outside your immediate community
- Will create something new or meaningfully enhanced
- Highlights a place, culture, or experience in Washtenaw County
- Has a minimum 20% match (either cash or in-kind) by community partner(s)

Funding Eligibility

CTAP funds are intended for visitor-facing enhancements rather than general operations or maintenance. A minimum 20% match (either cash or in-kind) by community partner(s) is required to be eligible for the CTAP grant.

| Examples of Projects Eligible for Funding | Examples of Projects NOT Eligible for Funding |
|---|---|
| <ul style="list-style-type: none"> • Permanent art installations (murals, sculptures, etc.) • Historical, wayfinding, and welcome signage • Rack to hold brochures • Printing visitor brochures, maps, etc. • Assets for event infrastructure (stage for future events, permanent lighting for public spaces, permanent beautification such as planters, etc.) | <ul style="list-style-type: none"> • Operation/marketing for events • Salary for staff • Needs that are part of a normal operational budget (software licensing, etc.) • Events for strictly local audiences, or are not available to the public • Maintenance of parks, public spaces, buildings, etc. • Annual plantings or décor (permanent planting structures such as pots are eligible) • Infrastructure development and enhancements (roads, bridges, etc.) |

Grant Period and Key Dates

The 2026 CTAP grant period runs from January–December 2026. Projects must be fully completed by December 31, 2026:

- **April 30:** Tentative application deadline
- **June 30:** Checks distributed
- **October:** Project check-in survey
- **December 31:** Project completion
- **December:** Holiday mixer!

CTAP Application

Please complete the questions below and email your application to Jen Chizek (jchizek@annarbor.org) by April 30, 2026.

- 1) **Project Description (150–300 words).** Describe the project(s) you are requesting CTAP support for, including what you’re proposing, when and where it will take place, who it is intended for, and what is new or enhanced because of CTAP support.

- 2) **Community Partners:** Please share the community partner(s) contributing to the required minimum 20% match for this project and how they will support this project (cash and/or in-kind).
- 3) **Destination Ann Arbor Recognition.** How will Destination Ann Arbor be acknowledged in your project? Examples include logo placement, verbal recognition, on-site signage, website or social media mentions, or inclusion in promotional materials.
- 4) **Supporting Materials (optional, encouraged).** You may include flyers, images, letters of support, or other materials that help us better understand your project. These materials are optional and not required for consideration but are encouraged when available.
- 5) **Budget Information.** Please complete the table below with budget details. Estimates are acceptable.

| Part of Project to be Funded | TOTAL PROJECT INVESTMENT | DAA CONTRIBUTION | IN-KIND SERVICES & CONTRIBUTING PARTNERS |
|--|---|-----------------------------------|--|
| Eg: marketing efforts, installations, physical materials, etc. | This is the full cost of the project, including cash and donated goods/services | Amount requested (up to \$10,000) | Donated space, volunteer time, marketing support, etc. |
| 1. | \$ | \$ | \$ |
| 2. | \$ | \$ | \$ |
| TOTAL | | | |

CTAP Signed Agreement

We agree to the terms and conditions of the CTAP funding process and required documentation as noted above.

Authorized Signature _____ Dated _____

Print Name _____

CTAP Application Approval

Destination Ann Arbor Signature _____ Dated _____

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE SUPERVISOR —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

April 23, 2026

Jennifer Chizek
Destination Ann Arbor
2026 Community Tourism Action Plan

Dear Destination Ann Arbor,

Ford Lake Park in Ypsilanti Township is host to increasingly high-profile events. Rowfest USA is returning for a second year in 2026 which brings athletes and spectators from across the country. The John E. Lawrence Summer Concert Series is an annual event beloved by the community, bringing great quality entertainment from national artists.

A need that has been identified by event attendees as well as staff and volunteers, is for increased lighting. After dark, the park is pitch black when people are going to their cars and exiting the park. We have received a lighting proposal for lighting around the shelters and the Ford Lake Park house, which serves as the meeting point for event organizers, talent, and volunteers. This lighting would help with the safety and accessibility of our community events.

The attached proposal totals \$12,045. The \$10,000 from Destination Ann Arbor would make a huge, lasting difference to Ford Lake Park and these events. At least \$2,000 will be from the Ypsilanti Township budget for the 20% match. With the volunteer time that the Township provides for the events, the required match is exceeded.

Once completed, we will take professional photos of the lighting and post on social media crediting Destination Ann Arbor for this CTAP grant. We appreciate your time and look forward to hearing from you.

Should you have any further questions please do not hesitate to contact us at 734-544-4000, extension 6 or email supervisor.info@ypsitownship.org.

Sincerely,

A handwritten signature in black ink that reads "Brenda L. Stumbo".

Brenda L. Stumbo
Township Supervisor
Charter Township of Ypsilanti

cc: Robin Castle-Hine, Community Events Manager
John Hines, Municipal Services Director

**CHARTER TOWNSHIP OF YPSILANTI
Boards and Commissions Appointments**

Resolution No. 2026-09

APPOINTMENTS

Washtenaw Area Transportation Study (WATS)
Yandrick, Mark (Technical Committee)

Exp. Date
Pleasure of the Board

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE SUPERVISOR —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: April 30, 2026

**RE: Recommendation to appoint Mark Yandrick to the Washtenaw Area
Transportation Study (WATS) Technical Committee**

The Supervisor's Office is recommending Planning Director Mark Yandrick to the WATS Technical Committee. We thank Paul Ajegba, Senior Vice President at Infrastructure Engineering of Michigan for filling this role for the past year. It was recommended that our Planning Director be the voting member, but Mr. Ajegba attending as a consultant would still be greatly appreciated. WATS does not have set terms, so this appointment is at the pleasure of the board.

Thank you for your consideration.

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge



**YPSILANTI
TOWNSHIP**
— OFFICE OF THE SUPERVISOR —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Brenda Stumbo, Township Supervisor

Date: April 30, 2026

RE: Request to approve a one-year extension for the Police Services contract with the Washtenaw County Sheriff's Office

The Supervisor's Office is requesting to approve a one-year extension for the Police Services contract with the Washtenaw County Sheriff's Office. The proposed increase is 4.25% at \$200,869 per police service unit. This will be budgeted for 2027 in line 266-301-831.000. Overtime costs will be paid from line 266-301-831.001.

Attorney Winters has reviewed this extension and it is in proper form for the Supervisor and Clerk to sign. Attached are the extension, original contract, and a letter for the Sheriff.

Thank you for your consideration.



WASHTENAW COUNTY OFFICE OF THE SHERIFF

EST. 1823

ALYSHIA M. DYER, SHERIFF



April 22, 2026

TO: Washtenaw County Sheriff Office Police Services Contract Partners

RE: PSU Contract Extension for 2027

For over 40 years, the Sheriff's Office and Washtenaw County have successfully provided cost-effective, contracted, police services in partnership with our local jurisdictions. We currently use a methodology developed in partnership with the Police Services Steering Committee (PSSC) and approved by the Board of Commissioners in 2010 (Resolution 10-0221).

Additionally, in 2018 and again in 2024, the voters of Washtenaw County approved the Public Safety and Mental Health millage. A portion of the Public Safety portion (38%) of millage proceeds has historically been used and continues to be used to cover the difference between the actual cost of delivering law enforcement services to our contracting jurisdiction partners and the adopted, contract price for those services.

In anticipation of current Police Service Unit (PSU) contracts expiring on December 31, 2026, the Sheriff's Office and the Board of Commissioners agreed to re-instate the Police Services Steering Committee (PSSC). The goal of the PSSC is to *"serve as a standing forum for discussion between the Sheriff's Office, the County, and contracting local units of government regarding matters related to contract police services, including but not limited to Contract Methodology, cost allocation, and deployment..."*

I am recommending, given the PSSC recently was enacted again, that we extend our current PSU contract with the same rate increase for a one-year period to allow for more discussion regarding the methodology for future years. I agree with jurisdictions that have reached out to my office that an extension would best benefit contract partners, the WCSO, the Police Services Steering Committee, and the Board of Commissioners. A one-year extension will allow more time for the Police Services Steering Committee to deeply and intentionally consider its work without the looming December 31, 2026, PSU contract expiration date. An extension will allow time for additional collaboration, fact finding, and engagement.

This extension will utilize the currently adopted methodology. It bases costs on the same 4.25% rate increase that was adopted for 2026.

"TOGETHER, WE ARE COMMITTED TO CREATING A SAFER, MORE JUST AND COMPASSIONATE WASHTENAW COUNTY FOR ALL."

| Year | Contract Pricing | % Increase |
|-------------|-------------------------|-------------------|
| 2010 | \$144,803 | |
| 2011 | \$150,595 | 4.00% |
| 2012 | \$150,595 | 0.00% |
| 2013 | \$152,100 | 1.00% |
| 2014 | \$153,621 | 1.00% |
| 2015 | \$155,157 | 1.00% |
| 2016 | \$156,709 | 1.00% |
| 2017 | \$158,276 | 1.00% |
| 2018 | \$160,650 | 1.50% |
| 2019 | \$160,650 | 0.00% |
| 2020 | \$160,650 | 0.00% |
| 2021 | \$163,060 | 1.50% |
| 2022 | \$165,506 | 1.50% |
| 2023 | \$170,471 | 3.00% |
| 2024 | \$177,290 | 4.00% |
| 2025 | \$184,825 | 4.25% |
| 2026 | \$192,680 | 4.25% |
| 2027 | \$200,869 | 4.25% |


This one-year contract amendment, along with your jurisdiction’s originating 2012 agreement is attached to this communication.

Thank you for your continuing partnership. Our goal is always to continue to provide high-quality, cost-effective public safety services.

Our continued partnership and collaboration benefit us all and help the WCSO to achieve its mission of a safer, more just and compassionate Washtenaw County for all.

As always, please do reach out directly with any questions.

Respectfully,



Alyshia M. Dyer
 Sheriff

Enclosed:
 2027 PSU Contract Amendment
 Original 2012 PSU Contract

“TOGETHER, WE ARE COMMITTED TO CREATING A SAFER, MORE JUST AND COMPASSIONATE WASHTENAW COUNTY FOR ALL.”



WASHTENAW COUNTY
OFFICE OF THE SHERIFF
EST. 1823
ALYSHIA M. DYER, SHERIFF



April 22, 2026

Contract #32854.5

Brenda Stumbo, Township Supervisor
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

Dear Supervisor Stumbo,

Washtenaw County Sheriff's Office and Washtenaw County wish to amend the contract with your township. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and Charter Township of Ypsilanti, dated January 1, 2012, as follows:

Amend ARTICLE II – COMPENSATION AND OVERTIME to extend the contract as follows:

“The price for a PSU is fixed as follows: (1) \$150,594.00 per PSU for 2012; (2) \$152,100.00 per PSU for 2013; (3) \$153,621.00 per PSU for 2014; (4) \$155,157.00 per PSU for 2015; (5) \$156,709.00 per PSU for 2016; (6) \$158,276.00 per PSU for 2017, (7) \$160,650.00 per PSU for 2018 (8) \$160,650.00 per PSU for 2019, (9) \$160,650.00 per PSU for 2020; (10) \$163,060.00 per PSU for 2021; (11) \$165,506.00 per PSU for 2022; (12) \$170,471.00 per PSU for 2023; (13) \$177,290 per PSU for 2024; (14) \$184,825 per PSU for 2025; (15) \$192,680.00 per PSU for 2026; **(16) \$200,869 per PSU for 2027**”.

Beginning in 2014, the County reserves the right to adjust these prices as a result of significant unforeseen cost increases in line items containing the Direct Cost categories (Salary, Fringe, Uniform Allowance, Gun Allowance and Fleet). The county and Sheriff shall give each Contracting Partner six (6) months written notice of any such increase.”

Amend ARTICLE V – TERM to extend the contract as follows:

“The term of this contract shall be for one hundred eighty months with an effective date of January 1, 2012, and ending on December 31, 2027.”

All other terms and conditions remain the same as in the original contract.

ATTEST:

WASHTENAW COUNTY

Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill (DATE)
County Administrator

WASHTENAW COUNTY SHERIFF

CHARTER TOWNSHIP OF YPSILANTI

Alyshia M. Dyer (DATE)
Sheriff

Brenda Stumbo (DATE)
Township Supervisor

Debra A. Swanson (DATE)
Ypsilanti Township Clerk

Approved As To Form:

Michelle K. Billard (DATE)
Washtenaw County Counsel

Original:
Clerk
Contractor

cc:
Matthew Harshberger, Undersheriff
Gary Lowe, Commander, Police Services
Crystal S. Campbell, WCSO Director of Operations
Purchasing

"TOGETHER, WE ARE COMMITTED TO CREATING A SAFER, MORE JUST AND COMPASSIONATE WASHTENAW COUNTY FOR ALL."

2201 HOGBACK ROAD ◆ ANN ARBOR, MICHIGAN 48105-9732 ◆ OFFICE (734) 971-8400 ◆ FAX (734) 973-4624 ◆ EMAIL SHERIFFINFO@WASHTENAW.ORG

WASHTENAW COUNTY POLICE SERVICES CONTRACT

AGREEMENT is made this 1st day of January, 2012, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, 48107("County"), the WASHTENAW COUNTY SHERIFF, a Michigan Constitutional Officer ("Sheriff") and YPSILANTI CHARTER TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 ("Township").

RECITALS

WHEREAS, for the past nine years, the County and County Sheriff have provided police road patrol services to participating local governmental units pursuant to a contract between the County, County Sheriff and the local governmental entity; and

WHEREAS, the Board of Commissioners has taken the position that to receive the benefit of police services, local jurisdictions must share paying the responsibility for the service; and

WHEREAS, the County and participating local governmental entities have executed police service contracts and amendments effective through December 31, 2011 providing that the County Sheriff would provide road patrol services pursuant to the terms of the amended contracts; and

WHEREAS, it is now necessary to execute new contracts effective January 1, 2012 through December 31, 2015, to insure the seamless continuation of police services for those communities.

NOW THEREFORE, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

A. The parties agree that the Township shall contract for **thirty-five (35)** Police Service Units ("PSU") from the Sheriff to provide road patrol and other law enforcement services to the Township. A "PSU" is defined as, "the services of one Sheriff's deputy plus all necessary support to keep that deputy on the road." The parties agree that a deputy service hour constitutes all time spent by sheriff's personnel responding to a call for service that originates from the contracting jurisdiction as well as any time spent within the boundaries of the jurisdiction. The parties further agree that a deputy hour includes all court time spent on Township cases. The parties also agree that any time spent in any jurisdiction by a deputy under this Contract who is responding to a condition red alert as defined by the Department of Homeland Security shall also be counted towards the annual contracted hours for the Township.

B. Specific deployment issues are attached as Exhibit A. The County, Sheriff and Township agree that the terms of Exhibit A, pertaining to deployment issues, may only be amended by mutual written consent of the Sheriff and Township.

ARTICLE II – COMPENSATION AND OVERTIME

The price to the Township for the contractual police services is based upon the methodology adopted by the County's Board of Commissioners on December 1, 2010 and July 6, 2011.

The price for a PSU is fixed as follows: (1) \$150,594.00 per PSU for 2012; (2) \$152,100.00 per PSU for 2013; (3) \$153,621.00 per PSU for 2014; and (4) \$155,157.00 per PSU for 2015. Beginning in 2014, the County reserves the right to adjust these prices as a result of significant unforeseen cost increases in line items contained in the Direct Cost categories (Salary, Fringe, Uniform Allowance, Gun Allowance, Fleet). The County and Sheriff shall give each Contracting Partner six (6) months written notice of any such increase.

In addition to the compensation stated above, the Township shall also be responsible to pay for all overtime incurred by its contracted PSU's while working on Township related matters, including, but not limited to, testifying on court cases involving Township cases.

ARTICLE III – FAILURE TO PAY

The County shall bill the Township monthly for all standard monthly and overtime costs incurred during that month. The Township must pay this bill within thirty (30) days after the date of the invoice. Failure by the Township to pay the total monthly charges shall be a material breach of this Contract and entitle the County to immediately seek remedies including, but not limited to, the following:

- Limitation of future police services to the Township to offset the amount owed;
- Complete stoppage of all contract services to the Township until the amount owed is completely paid;
- Pursuit of a court order compelling the Township to pay the amount owed.

The parties understand and agree that the above remedies are not exclusive and do not constitute progressive enforcement steps. Thus, the County may choose any of these remedies, or any other remedy to which it is legally entitled, at any time after the Township has breached its duty to pay its monthly costs. Moreover, the parties understand and agree that these remedies are in addition to those stated in Article XIV.

ARTICLE IV – DISPUTE RESOLUTION

The parties agree that the Township may dispute any County invoice by taking the following actions within 30 days of receiving the invoice: (1) the Township must pay the disputed amount to the County; and (2) the Township must send written notice to the County Administrator that it disputes the invoice. The Township is encouraged to attach any written documentation supporting its claim to its request to County Administration for dispute resolution.

Within 30 days of receiving the Township's notice disputing the invoice, County Administration will investigate the claim. If the investigation supports the Township's claim, the disputed money will be refunded back to the Township, along with interest at an annual rate of 2 per cent pro rated to equal the length of the arbitration process. If, however, as a result of the investigation, County Administration disagrees with the Township's claim, the County and the Township shall jointly pick a mutually acceptable arbitrator to hear the positions of the Township and County. The County and the Township shall also have the right to jointly compile a list of acceptable arbitrators which, if compiled, shall be an attachment to this Contract. The arbitrator's decision on the claim shall be binding. If the arbitrator ultimately decides in favor of the Township, the County agrees to refund the money paid by the Township, along with an annual 2 per cent interest payment pro rated to equal the length of the arbitration. The cost to retain the arbitrator shall be paid by the losing party.

ARTICLE V - TERM

The term of this contract shall be for forty-eight months with an effective date of January 1, 2012 and ending on December 31, 2015.

ARTICLE VI - INSURANCE

The County agrees to maintain at its own expense during the term of this contract the following insurance:

1. Workers' compensation insurance with Michigan statutory limits and Employers Liability Insurance with a minimum of one hundred thousand (\$100,000.00) dollars each accident for any employee.
2. Public entity liability coverage, which includes general liability, law enforcement liability, auto liability and public official's liability coverage. The County's insurer will add Ypsilanti Charter Township as an additional insured under this public entity liability coverage. The County will be responsible for all expenses and loss payments within its SIR/Deductible.

The County shall submit a certificate of insurance that evidences such coverage to the Township Clerk prior to beginning services under this Contract.

ARTICLE VII – RESPONSIBILITY FOR EMPLOYEES AND AGENTS

The parties agree that the County is responsible for the acts and/or omissions of its PSU's and related police service personnel in providing services under this Contract.

ARTICLE VIII-CONFERENCES

The County and Township agree that either party may request a conference to discuss issues relating to interpretation of this Contract. Such notice shall be in writing and specify the issues to be discussed at the conference. In addition, as stated more

fully in Exhibit A, the Sheriff and the Township may convene to discuss specific deployment issues.

ARTICLE - IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to, all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - EQUAL EMPLOYMENT OPPORTUNITY

All parties to this Contract agree that they will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

All parties to this Contract agree that they will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicants and the treatment of employees. Affirmative action will include, but not be limited to: employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

All parties to this Contract agree to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the County, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XI - EQUAL ACCESS

The Sheriff shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XII - ASSIGNS AND SUCCESSORS

This contract is binding on the County, Sheriff and the Township, their successors and assigns. None of the parties to this Contract will assign or transfer its interest in this contract without the written consent of the other parties.

ARTICLE XIII - TERMINATION OF CONTRACT

If a party breaches any provision of this Contract, the non-breaching party may serve upon the breaching party written notice of its intent to terminate this Contract. If the breaching party fails to cure such breach within thirty (30) days after having received written notice of the breach, the non-breaching party may terminate this Contract,

provided, however, that if the cure for the breach takes more than thirty (30) days to cure, the breaching party shall be given a reasonable amount of time beyond the thirty (30) day period to prosecute the cure to the breach to completion.

Notwithstanding the paragraph above, the Township, upon giving the County and the Sheriff at least six (6) months written notice, may terminate the contract effective December 31st of the year such notice is given. In addition, the township may reduce the contracted PSU level in the event of significant unforeseen budgetary changes upon six (6) months written notice.

ARTICLE XIV – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County, Sheriff and Township will be incorporated into this Contract by written amendment signed by all parties.

ARTICLE XV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XVI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

YPSILANTI CHARTER TOWNSHIP

WASHTENAW COUNTY

By: Brenda Stumbo
Brenda Stumbo (DATE)
Township Supervisor 12/21/11
Jan Jany Kap
Clerk 12/21/11

By: Verna J. McDaniel
Verna J. McDaniel (DATE) 1/24/2012 10:28 AM
VERNA J. MCDANIEL
COUNTY ADMINISTRATOR
SIGNED BY K. BELKNAP ON BEHALF OF VERNA MCDANIEL

WASHTENAW COUNTY SHERIFF

By: Jerry Clayton
Jerry Clayton, Sheriff (DATE) 1/10/12

APPROVED AS TO FORM:

ATTESTED TO:

By: Curtis N. Hedger
Curtis N. Hedger (DATE)
Office of Corporation Counsel

By: Laurena Kestenbaum
Laurena Kestenbaum (DATE) 1/24/2012 2:13:50 PM
County Clerk/Register

CURTIS N. HEDGER
CORPORATION COUNSEL

EXHIBIT A

The WASHTENAW COUNTY SHERIFF, a Michigan Constitutional officer (SHERIFF) and the CHARTER TOWNSHIP OF YPSILANTI, a municipal corporation, located at 7200 South Huron River Drive, Ypsilanti, Michigan 48197, (TOWNSHIP), agree on the following specific deployment issues which shall remain in full force and effect for the term of the Washtenaw County Services Contract between the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107, (COUNTY), SHERIFF and the TOWNSHIP. Said contract shall be in effect from January 1, 2012 to December 31, 2015, unless canceled as provided in the Washtenaw County Services Contract.

The TOWNSHIP and SHERIFF hereby enter into the following understandings and agreements as it pertains to all deployment issues:

1. The SHERIFF agrees to provide, inter alia, to the TOWNSHIP the services of 35 certified Sheriff's Deputies for the Deputy component of the 35 PSU's referenced in the main Contract for law enforcement services commencing on January 1, 2012 through December 31, 2015. It is understood that the SHERIFF will assign not less than 35 Deputies per month January 1, 2012 through December 31, 2015, to work within the boundaries of the TOWNSHIP. The TOWNSHIP recognizes that temporary fluctuations in the number of Deputies may occur due to prolonged illness, disciplinary action or other unanticipated circumstances.

The SHERIFF will avail to the TOWNSHIP a daily duty assignment roster completed by a command officer that lists the deputies assigned to work in Ypsilanti Township each shift, and a schedule of deputies assigned to Ypsilanti Township.

2. Overtime Protocol The parties agree that the Township shall have the right to discuss overtime and staffing issues with the Sheriff and to provide input on when

overtime shall be incurred under this Contract, provided, however, that the Sheriff shall ultimately determine when overtime is justified under this Contract.

3. The SHERIFF or his Command Officers shall have the right to withdraw Deputies assigned to the TOWNSHIP pursuant to the current Washtenaw County Services Contract in case of any emergency that requires additional law enforcement units in another portion of the County, or to render emergency aid to other law enforcement agencies. The TOWNSHIP reserves the right to file an objection with the SHERIFF if any unreasonable use is made of the emergency exception contained herein. The TOWNSHIP wishes to emphasize that contract personnel will be removed from the TOWNSHIP only under emergency circumstances. For the purpose of this document, emergency circumstances will be defined as an immediate threat to human life or safety (significant risk of injury), a major disaster, civil disorder or requests made pursuant to the Washtenaw County Criminal Justice Association mutual aid agreement. Further, PSU's under this contract shall only be given assignments as support or back-up, not as primary complaint responders to area outside of Ypsilanti Township.

4. The SHERIFF shall make available a monthly activity report of all requests for police services and all crimes committed within the boundaries of the TOWNSHIP, which were reported to the SHERIFF or came to the knowledge of the SHERIFF. Said report shall be broken down into major categories of criminal activity and will also include the number of traffic crashes, animal control complaints and citations issued. The SHERIFF agrees to make this report available one-week prior to the TOWNSHIP'S second regular meeting every month that the Washtenaw County Services Contract is in effect. In addition, the SHERIFF agrees to make available upon request information pertaining to the outcome or disposition of major crimes reported in the township and investigated by the SHERIFF (commonly referred to as "closure rates"). The SHERIFF and TOWNSHIP agree that a Lieutenant will serve in the SHERIFF'S stead as the primary law enforcement administrator for the TOWNSHIP, and, in that capacity, shall be invited to and attend staff meetings with TOWNSHIP officials, as well as attend

TOWNSHIP Board meetings regularly to report to the TOWNSHIP Board any relevant contract issues and/or to answer questions from the Board and Public. Acting in the role of a TOWNSHIP "department head," it is the Lieutenant's responsibility to inform the TOWNSHIP as soon as practicable regarding the following matters: (a) major events, both criminal and non-criminal, which are likely to create significant public interest, (b) major citizen complaints, particularly those involving allegations of excessive force, (c) pursuits ending in an accident or injury, (d) the discharge of a firearm by an Ypsilanti Township contract Deputy, or a Command Officer assigned to the TOWNSHIP, during the pursuit or apprehension of a suspect, (e) the actual or alleged involvement of any contract Deputy in criminal activity, (f) requests for special newspaper interviews regarding operations within the TOWNSHIP, (g) motor vehicle accident involving Ypsilanti Township contract Deputies in which any party is injured, and (h) any significant changes in operations within the TOWNSHIP, or the allocation or deployment of contract Deputies.

The TOWNSHIP recognizes that, due to the confidential nature of certain criminal and internal investigations, immediate notification may not be appropriate. The SHERIFF will make reasonable attempts to notify the TOWNSHIP before such cases are made public.

5. The parties agree that the Township shall be permitted to provide input in the selection of Sheriff's Department personnel who will be assigned in the Township, who shall fulfill the terms of this contract. To that extent, the Township shall meet with administration staff from the Sheriff's Department to work out a process whereby appropriate Township personnel may be involved in the selection process of those individuals proposed by the Sheriff to work in that Township. The amount of assigned deputies will be determined by the labor agreement between the County, Union and Sheriff. The Sheriff agrees to take any input from the Township personnel in making his final decision on personnel who will work within that Township. The Township may also request assignment of personnel to specific shifts, provided, however, the Sheriff retains the power to make final decisions regarding shift assignments.

The TOWNSHIP shall be given full consideration regarding any complaints of Deputy performance deficiencies. Contract Deputies whose overall performance is proven deficient, based upon department standards and as required by the POAM contract, may be reassigned by the SHERIFF, at the TOWNSHIP'S request.

6. The parties understand that general ordinance enforcement as requested by the TOWNSHIP shall be part of the services provided by the SHERIFF to the TOWNSHIP pursuant to this contract which includes, but is not limited to, local traffic ordinances, zoning ordinances, etc., within existing contract resources. It is also agreed that within the jurisdictional boundaries of the TOWNSHIP, Washtenaw County Sheriff's Deputies may be dispatched to any incident on any freeway, entrance and exit ramp, including the following:

- A. Take calls pending on the freeways;
- B. "Hold down calls" until Michigan State Police units become available;
- C. Use the freeways to respond to dispatches within Ypsilanti Township.

7. The SHERIFF agrees to maintain the current number of Command Officers assigned to the TOWNSHIP so as to provide adequate supervision for Deputies assigned to the TOWNSHIP, and perform other administrative duties that may be required. The TOWNSHIP recognizes and acknowledges that said Command Officers are assigned at the discretion of the SHERIFF and may from time to time be required to perform supervisor duties in other areas of the County.

8. The parties agree that this Contract does not address animal control services.

9. The TOWNSHIP and the SHERIFF agree that providing service to the community is a priority and shall be done in an efficient and effective manner. Accordingly, the SHERIFF agrees that shift staffing and unscheduled time off shall be managed in a manner to optimize police services as much as possible.

10. The TOWNSHIP requests that a Deputy be sent to every service request. The SHERIFF acknowledges this request and will endeavor to send a Deputy to service such calls

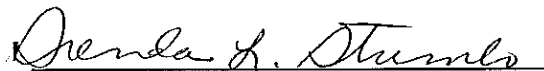
as staffing permits. The TOWNSHIP, however, recognizes and acknowledges that the SHERIFF currently bears responsibility for law enforcement service in the TOWNSHIP and the welfare of its citizens in this regard, and therefore, retains sole discretion in the allocation of personnel for that purpose, and may make such deployment decisions as are necessary for the efficient provision of law enforcement services. The SHERIFF agrees, however, that in those instances where a TOWNSHIP resident is offered alternatives to Deputy response such as telephone reporting or Community Service Officer reporting services, and refuses those services, and specifically requests a Deputy to respond to their call; a Deputy will be sent.

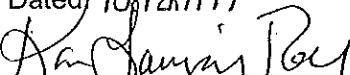
11. The SHERIFF affirms that Deputies assigned to the TOWNSHIP are trained and certified police officers, consistent with the standards established by the MICHIGAN COMMISSION on LAW ENFORCEMENT STANDARDS (MCOLES). Further, it is understood that each party to the Washtenaw County Services Contract shall be responsible for the acts and omissions of its employees and agents.

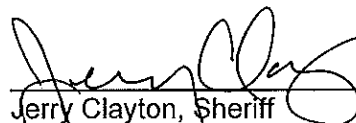
12. The SHERIFF retains the complete discretion to determine where any substation may be located to assist SHERIFF personnel in fulfilling its responsibilities under this contract. The parties agree that the TOWNSHIP shall provide and maintain any such substation, while the SHERIFF shall equip that substation.

CHARTER TOWNSHIP OF YPSILANTI

WASHTENAW COUNTY SHERIFF


Brenda Stumbo, Supervisor
Dated: 12/21/11


Karen Lovejoy Roe, Clerk
Dated: 12/21/11


Jerry Clayton, Sheriff
Dated: 1/12/12

Motion to Amend the 2026 Budget (#7)

Move to **increase** the Bike, Sidewalk, Rec, Roads, General (BSRII) Fund budget by \$10,000 to \$3,088,519 and approve the department line-item changes as outlined.

CHARTER TOWNSHIP OF YPSILANTI
2026 BUDGET AMENDMENT # 7

May 5, 2026

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

213 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSR11) Total Increase \$10,000.00

Request to increase the budget for lighting improvements at Ford Lake Park. The project cost is \$12,045 and will be mostly funded by a \$10,000 CTAP grant award from Destination Ann Arbor. The remaining \$2,045 is currently budgeted. This will be funded by a CTAP grant from Destination Ann Arbor.

| | | | |
|---------------|-------------------------------|-----------------|--|
| Revenues: | Grants - Private & Nonprofit | 213-000-674.000 | \$10,000.00 |
| | | | <u>Net Revenues</u> <u>\$10,000.00</u> |
| Expenditures: | Maint-Constr SVCS - Ford Lake | 213-753-818.775 | \$10,000.00 |
| | | | <u>Net Expenditures</u> <u>\$10,000.00</u> |

AUTHORIZATIONS AND BIDS

Township Supervisor
Brenda L. Stumbo
Township Clerk
Debbie Swanson
Township Treasurer
Stan Eldridge



**YPSILANTI
TOWNSHIP**
— WHERE YOUR FUTURE GROWS —

Trustees
Karen Lovejoy Roe
John Newman II
Gloria Peterson
LaResha Thornton

To: Township Board
From: Travis McDugald, IS Manager
Date: April 29, 2026
Re: **Request approval of the Xerox service agreement and initial purchase of printing devices totaling \$2,230 budgeted in line #101.228-977.000 pending attorney review**

The Township has several printers over 17 years old where parts and toner supplies have become unavailable through the current service provider.

Replacements were budgeted and an RFP was posted to BidNet. The Township received two qualified bids.

The Township will initially purchase 5 units with potential to add more as needed. Maintenance costs are based on the number of pages printed. Maintenance includes any repairs and toner needed to operate the device; paper is not included in the maintenance rates.

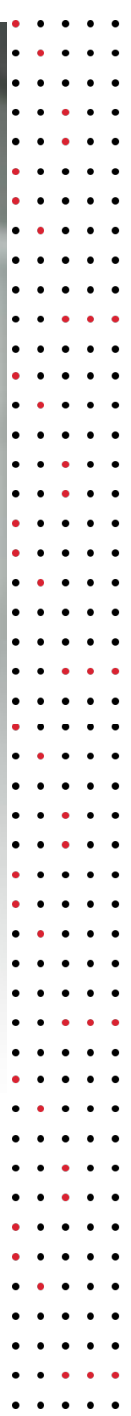
After projecting a long-term Total Cost of Ownership, Xerox provided the best value to the Township. This request is brought forth as Xerox would be a new service agreement for the Township. The agreement has an initial one-year term with an automatic one-year renewal and will be managed by the Computer Support department.

Qualified Bid Results:

| Vendor | Device | Cost | # Units | Total | Maint | 5 Yr TCO | 10 Yr TCO |
|--------------------|--------------|-------|---------|---------|--------|----------|-----------|
| Xerox | Xerox B410DN | \$446 | 5 | \$2,230 | 0.0075 | \$3,355 | \$4,585 |
| Applied Innovation | Ricoh P502 | \$801 | 5 | \$4,005 | 0.0096 | \$5,445 | \$7,020 |

Thank you for your consideration.

Travis McDugald
IS Manager, Charter Township of Ypsilanti



April 24th, 2026

Charter Township of Ypsilanti

RFQ-2026-03-NET-PRINTER

Network Printers

Prepared By: Point of Contact for RFP:
Jane Johnson, Director of RFP Support Team
Jane.Johnson@xerox.com
814-360-7895

Dan Sirovy, Senior Technology Specialist
Dan.Sirovy@xerox.com

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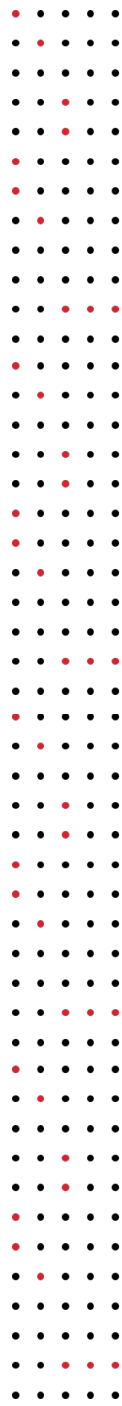
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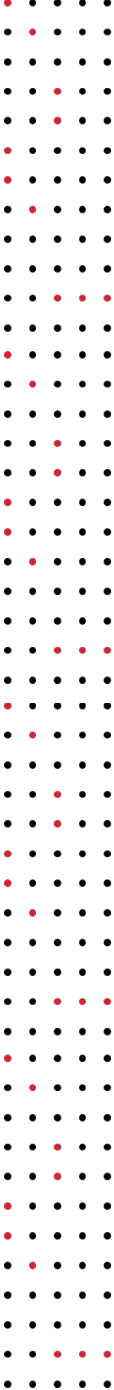
References

Value Added information

RFP Required Forms



Cover Letter



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

Xerox Business Solutions
39205 Country Club Dr. Suite C26
Farmington Hills, MI 48331

Good afternoon,

Thank you for your interest in our products and services. We are excited about our enclosed proposal for the Network Printers RFP. We have thoroughly reviewed your requirements and are proposing a compliant solution that will ensure the provision of copiers as well as excellent service to you and your department end users.

Our goal is to listen to you and respond with the elements you are looking for in a professional partnership, then leverage the latest technology to provide a turnkey solution that meets your needs at a competitive price. We feel the enclosed proposal demonstrates our commitment to implement standardized, cost-effective replacement devices that will provide long term value, all backed by industry leading customer service.

Our ability to continuously meet and exceed our customers' expectations rests in our care in defining measurable objectives each step of the way. An incredible level of detail goes into dimensioning our approach. Factors such as:

- Holistic approach to assessing, architecting and implementing an intelligent work solution that aligns with your goals
- Ensuring that all locations receive the equipment that meets or exceeds their needs
- Ensuring that equipment placed in Charter Township of Ypsilanti facilities receive high quality service, maintenance and support
- A vendor with a support team in place to facilitate on-site training, billing and administrative needs
- A partner invested in the success of Charter Township of Ypsilanti and the community that it serves

Some key consideration points include:

- Stringent security on all devices, including Image Overwrite and data encryption
- Genuine OEM Parts and Supplies to maximize reliability
- Customized local billing with one simplified monthly invoice
- Vendor financial stability and good standing that ensures ability to fulfill requirements of the contract
- Local coverage with one point of contact for account management
- Comprehensive training plan for end users
- Online vendor portal for fleet management, invoices, meters and service date
- Factory trained and certified tenured technicians based locally
- Guaranteed service response times
- Environmentally conscience best practices for materials and recycling
- Quarterly business reviews to give stakeholders vision into fleet performance, technology utilization and service response time

We understand what's at the heart of the work— and all of the forms it can take. We embrace the increasing complex world of paper and digital, office and mobile, cloud and local, personal and social. We automate, personalize, package, analyze and secure information to keep our customers moving at an accelerated pace. In the era of intelligent work, we're not just thinking about the future, we're making it. As a subsidiary of Xerox company, we are a technology leader focused on the intersection of digital and physical. We use automation and next-generation personalization to redefine productivity, drive growth and make the world more secure. Every day, our innovative technologies and intelligent work solutions—Powered by Xerox —help people communicate and work better.

We appreciate the opportunity to initiate a partnership. Thank you for your consideration of this proposal and we look forward to your comments.

Sincerely,
Jane Johnson
Director of RFP Support Team

Company Information



For decades, we have provided superior document management hardware and software solutions to businesses throughout the region. We represent the industry's leading document imaging companies offering a range of products. We have been in the document output technology business since for over 30 years, and we have been a leader in developing and staying current with new hardware and software trends for decades.

We have organically grown to provide other products and services such as Software Solutions, Production Color, Wide Format, Printing and Scanning.

Company History

Xerox Business Solutions was established as an extension of Xerox Corporation to provide localized, customer-focused service. With a legacy spanning over a century, Xerox has continuously evolved to meet the dynamic needs of businesses. Key milestones in our history include:

- **Founding of Xerox (1906):** Established as The Haloid Photographic Company, later becoming Xerox Corporation, pioneering the copier industry.
- **Introduction of Laser Printing (1970s):** Revolutionizing document management with high-speed printing technology.
- **Expansion into Digital Solutions (1990s-2000s):** Integrating software and cloud-based document management tools.
- **Creation of Xerox Business Solutions (2010s-Present):** A network of regional subsidiaries providing specialized support to businesses of all sizes.

Our history reflects a commitment to innovation, adaptability, and excellence in delivering business solutions.

Company Values:

Since our inception, we have operated under the guidance of six core values:

- We behave responsibly as a corporate citizen
- We succeed through satisfied customers
- We deliver quality and excellence in all we do.
- We require premium return on assets.
- We use technology to develop market leadership.
- We value our employees.

Qualifications

XBS brings a wealth of expertise in document management, digital transformation, and managed print services. Our qualifications include:

- **Industry Leadership:** With decades of experience, XBS is a pioneer in business technology solutions, consistently driving advancements in document management and automation.
- **Comprehensive Service Offerings:** From managed print services to cloud-based document solutions, we provide end-to-end support to enhance workflow efficiency.
- **Certified Professionals:** Our team consists of highly trained specialists certified in various technologies, ensuring expert consultation and service delivery.
- **Strategic Partnerships:** We collaborate with leading technology providers to integrate best-in-class solutions tailored to specific business needs.

Xerox Business Solutions ensures that the above values are the forefront of all business actions by ensuring customer satisfaction, improving processes, committing to our goals and providing innovative ways to achieve them. Our local autonomy and leadership enable us to be a single-source solution for every facet of document imaging. This combination provides your business with both the credibility of a worldwide corporation and the reliability of a locally owned company. With our product and solution experts, professional service team, expert local billing department, and tenured account management team, we are the number-one solution you have been looking for in a partner.

Experience

With decades of experience serving industries such as healthcare, education, government, finance, and legal, XBS has successfully implemented solutions for organizations of all sizes. Our expertise includes:

- **Managed Print Services (MPS):** Reducing costs and improving efficiency through print fleet optimization and secure document management.
- **Workflow Automation:** Implementing intelligent automation solutions to streamline operations and eliminate manual inefficiencies.
- **Cloud-Based Document Solutions:** Enabling secure access to documents from anywhere, ensuring seamless collaboration.
- **Cybersecurity & Compliance:** Providing secure printing and document management solutions that meet regulatory requirements.
- **Customer-Centric Approach:** A track record of long-term partnerships built on reliability, innovation, and continuous support.

Industry Leadership & Recognitions

Xerox Business Solutions has been consistently recognized for its excellence in innovation, customer service, and industry leadership. Our achievements include:

- **Fortune 500 Recognition:** Xerox has been ranked among the top companies globally for its impact on the business technology sector.
- **BLI Awards for Excellence:** Recognized by Keypoint Intelligence for superior multifunction printers (MFPs) and document solutions.
- **EcoVadis Sustainability Rating:** Acknowledged for our commitment to environmentally responsible business practices.
- **Best Managed Print Services Provider:** Multiple industry publications have ranked XBS as a leader in managed print services.
- **Technology Innovation Awards:** Honored for advancements in AI-driven document processing and cloud-based solutions.

These accolades demonstrate our commitment to delivering superior solutions and maintaining our leadership position in the industry.

Abilities & Core Competencies

Xerox Business Solutions is uniquely positioned to deliver comprehensive business solutions that drive operational excellence. Our key capabilities include:

- **Innovative Technology:** Leveraging Xerox's advanced technology, including AI-driven automation, cloud services, and secure print management.
- **Scalability:** Customizing solutions to meet the needs of small businesses, enterprises, and government agencies.
- **Sustainability Initiatives:** Implementing eco-friendly printing and document solutions to reduce environmental impact.
- **Customer Support & Training:** Providing dedicated support, training, and consultation to maximize solution effectiveness.
- **Data Analytics & Reporting:** Delivering insights that help businesses optimize document workflows and operational efficiency.

Conclusion

Xerox Business Solutions stands as a trusted leader in business technology, offering unparalleled experience, expertise, and innovation. Our legacy of excellence, combined with a forward-thinking approach, enables us to deliver customized solutions that drive productivity, efficiency, and success for our clients. With a commitment to customer satisfaction and continuous improvement, XBS is the ideal partner for organizations seeking cutting-edge document management and business technology solutions.

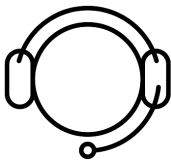
Xerox Business Solutions

DELIVERING DIGITAL TRANSFORMATION WITH THE CARE AND ATTENTION OF A LOCAL PARTNER.

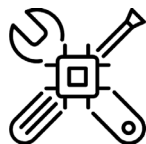
Our strategic mission is to help organizations and businesses improve the flow of work to enable greater performance, agility, and transformation. Staying true to our roots, **Xerox Business Solutions** solves business problems through diverse services, innovative technologies, and the expertise of local service and support. Our objective is to be the provider of choice for all our customers' business technology needs.

- We are your local partner for growth, efficiency, and productivity
- Local and live remote service to resolve problems, regardless of where your work is being done
- National and global reach as a division of Xerox Corporation
- We're here when you need, wherever you need us

Solutions to Support You



Local support team available for immediate assistance



Simple preventative maintenance routines to keep machines at peak performance



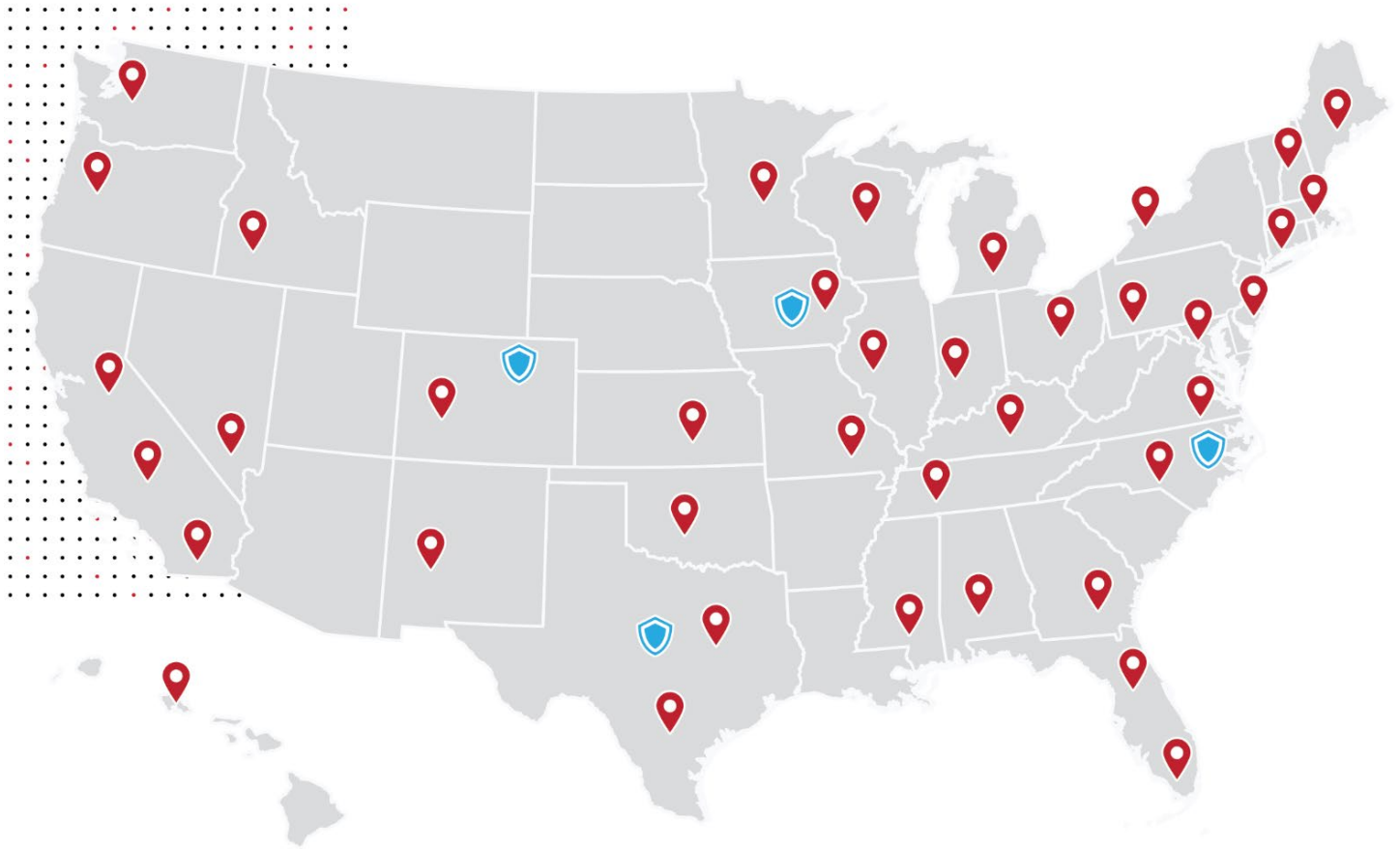
Fully stocked inventory to service your machines quickly



Auto Supplies Replenishment and meter reads

A LOCAL PARTNER YOU CAN RELY ON

Local Presence, National Reach and a Global Identity



Xerox Business Solutions Office



Network Operations Center

Our teams are passionate about creating local relationships that go beyond a simple product. We are committed to guiding local businesses of all types and sizes towards making a digital transformation in the way they work.

Xerox Business Solutions provides a level of local account management that cannot be beat.

Our Team of Experts

Dedicated to You

Jane Johnson, Director, RFP Support Team

Phone: 814-360-7895 Email: jane.johnson@xerox.com

Length of time employed: 7+ years

Jane Johnson has 20 years of sales experience, 10 of which are in the Document Management industry as a Strategic Account Manager and a Major Account Manager. She began her career at Xerox Business Solutions in 2017 and is currently our Director of the RFP Support Team, where she oversees a team specializing in supporting major accounts. Jane responds to all RFPs and large proposals for Xerox Business Solutions including bids for MFP fleets, Print Management and Document Software. Jane has over 24 years of experience with building relationships and providing value to clients so they can achieve their goals.

Project Responsibilities:

- Point of authority for contract
- Ensures RFP objectives are met
- Ensures Service Level Agreement is upheld

Shane Collins, Regional Sales Manager

Phone: 734-790-0321

Email: shane.collins@xerox.com

Shane joined Xerox Business Solutions in 2016 and has held various positions within the SLG and Education vertical. He has over 9 years experience within the office products industry. Shane has successfully developed and managed new accounts with a focus on customer service, building long term relationships, and sharing new strategies to help advance his customer's growth and solve their challenges. Shane has working knowledge for implementation processes and will act as point of contact for project implementation.

Project Responsibilities:

- Act as Escalation Support for Charter Township of Ypsilanti
- Manage XBS resources to meet Charter Township of Ypsilanti expectations
- Works with all internal resources to meet Charter Township of Ypsilanti's needs

Dan Sirovy, Senior Technology Specialist

dan.sirovy@xerox.com

734-278-0212

Dan joined Xerox Business Solutions in 2020 and has held various positions within the Sales and Sales Management including SLG and Government accounts. He has over 6 years experience within the office products industry. Dan has successfully developed and managed new accounts with a focus on customer service, implementation, account management and building long term relationships, including sharing new strategies to help advance his customer's growth and solve their challenges. Dan has working knowledge for implementation processes and will act as point of contact for project planning through implementation and training.

Project Responsibilities:

- Acts as Primary Account Manager.
- On-site to ensure implementation benchmarks are being met.
- Main on-going point of contact that will work with all internal resources to meet needs.
- Ensures quarterly business reviews are set and that all parties are present, including all Charter Township of Ypsilanti required reports

Focus on what you do best, we'll take care of the rest

360 Assessment



1. DEFINE

We want to understand your company culture to ensure we are able to accurately assess your organization. In the first meeting, we define the 360 Assessment and gather information on the strategic direction and objectives of your company.



2. MEASURE

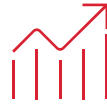
Get clear visibility into your current technology and workflow infrastructure. We work with you to set the baseline measures aligned with your strategic direction.



3. ANALYZE

Working with your team, integrated tools and techniques are used to collect and analyze data in these core areas over a defined period of time:

- Review Workflow
- Study Sustainability
- Mapping and Technology Inventory
- Analyze Usage
- Capture Costs



4. IMPROVE

We walk through co-authored improvements for sustainable working practices. In many cases we are able to reduce workflow expenditures by up to 30%. Together, we develop guidelines for achieving your best workflow processes and true optimizations.



5. CONTROL

Our suggested recommendations are built on actual data, not estimates or projections. We provide you with an action plan establishing critical metrics so you can continuously monitor, control, and analyze results for ongoing improvements.

Document Security

Print Security

Weak or nonexistent cybersecurity programs represent a massive organizational risk for state, local and municipal government agencies in the United States. Most government data breaches are an inside job, coming from employees improperly using information, data, and documents.

As your trusted provider of secure printing solutions, we offer many standard secure print features.

- Xerox Secure Print. Secure Print allows you to control the print timing of your documents. Enter a passcode to send a job to print. The printer holds the job until you enter the same passcode at the device, releasing it to print.
- Image Overwrite. Electronically “shred” information stored on a printer’s or MFD’s hard disk as part of routine job processing. Electronic deletion may be performed automatically, on-demand or, on some devices, scheduled. The Xerox® Image Overwrite print security process uses a three-pass algorithm originally specified by the U.S. Department of Defense.
- Data Encryption. As data moves in and out of a printer or MFD, or is stored within the device, we secure it with several different protocols for encryption, such as Secure Sockets Layer (SSL)/Transport Layer Security (TLS) and Internet Protocol Security (IPSec).
- Access Control/User Authorization. Specific functions (such as scanning or accessing customer data) can be restricted by user and by function according to access control limits set by a system administrator. Authorized users may be granted appropriate levels of access once they are logged on or authenticated.
- Network Security. To ensure the device behaves like a good network citizen, many Xerox printers and MFDs include features that protect them from unauthorized remote access. These secure print features protect the confidentiality of data as it moves across your network, to and from the printer. These print security features include IP Filtering, IPSec and SSL/TLS data encryption, digital certificates, network authentication and 802.1x device authentication.

Advanced Security

Common Criteria Certification

Xerox currently has the broadest portfolio of Common Criteria Certified multifunction print devices in the industry. Our latest products offer the most comprehensive set of security functionality in the industry. Xerox is the only vendor to certify the complete device, not just the kits or subsets of functionality. We engineer our MFDs with built-in security features, providing a wide array of the latest security options for secure documents, devices and networks that seamlessly integrate with our client’s infrastructure. When it comes to security certification, Xerox believes that a complete system certification provides a better assessment of security than one limited to only a component or kit such as the case with some other vendors.

McAfee and Cisco TrustSec Identity Services Engine integration

- McAfee technology is embedded on our ConnectKey® devices, resulting in the industry’s first lineup of multifunction printers that protect themselves from outside threats. McAfee’s white-listing technology ensures that devices print only safe, preapproved files or perform approved functions, minimizing the need to manually update software against new security threats.
- Cisco TrustSec® Identity Services Engine integration provides comprehensive visibility of all ConnectKey multifunction printer endpoints to enforce IT-centric security policies and compliance.

Document Security

Data Security and Copier Hard Drives

All Multifunction [photocopier based] units installed by Xerox Business Solutions at Charter Township of Ypsilanti will be equipped with data encryption measures, disk overwrite measures and operating features that will allow Charter Township of Ypsilanti to comply with HIPAA required compliancy standards.

All devices containing hard disk drives installed by Xerox Business Solutions at Charter Township of Ypsilanti locations will be set at the level of encryption and overwrite such that all data will not be able to be recovered, viewed or otherwise usable in any manner after such units are removed from Charter Township of Ypsilanti. All units quoted have the above stated requirements included in the bid pricing and on-going pricing.

All print/copy/fax/scan jobs will be encrypted and overwritten on a per job basis from the time of install, providing full time compliance from the time of install to time of removal.

Xerox Business Solutions will provide a Proof of Concept to Charter Township of Ypsilanti before removal of units to the satisfactory level of Charter Township of Ypsilanti that no breach of security of the data occurred during the chain of custody of the removal process and that all hard drives are properly and sufficiently accounted for and determined secure to Charter Township of Ypsilanti.

The manner in which the hard drives are encrypted and subsequently overwritten complies with the GLB Act and HIPAA mandates for hard drive disposal.

No data from copy, print, scan and fax usage or address book information will remain on any of the photocopiers prior to removal from Charter Township of Ypsilanti.

The methodology used by Xerox Business Solutions to prevent the loss or potential breach of data during the removal of photocopier equipment complies with all applicable Federal, State, and Local data protection laws.

The Xerox Business Solutions copier fleet will comply with IEEE STD. 2600 Security Standard for Hardcopy devices.

Xerox Business Solutions certifies all data stored on copiers will be maintained as confidential to outside future users and that all data that is sent as a print job, walk up copy job, scan or fax job is secured by the internal security measures of the multi-function devices.

Sustainability Specifications



At Xerox Business Solutions, sustainability is our way of doing business. We align our goals for the environment, health and safety in five key areas to make an impact across our value chain worldwide.

In fact, with Xerox's new Evolve Recycling program, Charter Township of Ypsilanti will receive payment for shipping empty inkjet and laser printer cartridges. This means that while working to meet your sustainability goals, the district can turn their old network printer toner cartridges into cash to help fund other projects-- all while keeping millions of pounds of waste out of landfills each year.

Environmental Sustainability: As a charter partner of the International ENERGY STAR program, we have long invested in product designs and technologies that conserve energy and reduce associated greenhouse gas emissions. All devices are U.L approved energy star compliant.

Xerox Business Solutions will provide a means and method for Charter Township of Ypsilanti to allow the collections and recycling of Xerox toners and other CRUs. Xerox Business Solutions will maintain a parts management process that ensures used parts are returned to Xerox for appropriate processing or responsible disposal via eco-friendly boxes to support Charter Township of Ypsilanti's green and sustainability initiatives.

Together with our suppliers, customers and stakeholders, we strive to maintain the highest standards for preserving our environment and protecting and enhancing the health and safety of our employees and communities.

- **Our Goal: Zero Waste to Landfills** - In 2016, we managed 94 percent of nonhazardous solid waste beneficially which remained unchanged from 2015. We've established a new aspirational goal to drive our reuse/recycle rate to 100% by 2020 at our technology facilities compared to a baseline year of 2009.
- **Conserving Water:** As part of our commitment to conserve resources, we monitor water consumption across our manufacturing, distribution and R&D facilities worldwide. Having met our corporate goal to reduce water consumption by 21 percent by 2014 (against a 2009 baseline), we established a new goal to reduce water consumption by 35% by 2020 (against a 2010 baseline). Water consumption in 2016 was down 43% against the 2020 target.
- **Reducing Greenhouse Gas Emissions:** Since 2012, Scope 1 (direct) and 2 (indirect) greenhouse gas emissions are down 28 percent*. The reductions are the result of improved energy efficiency, new technologies and improved energy management practices.



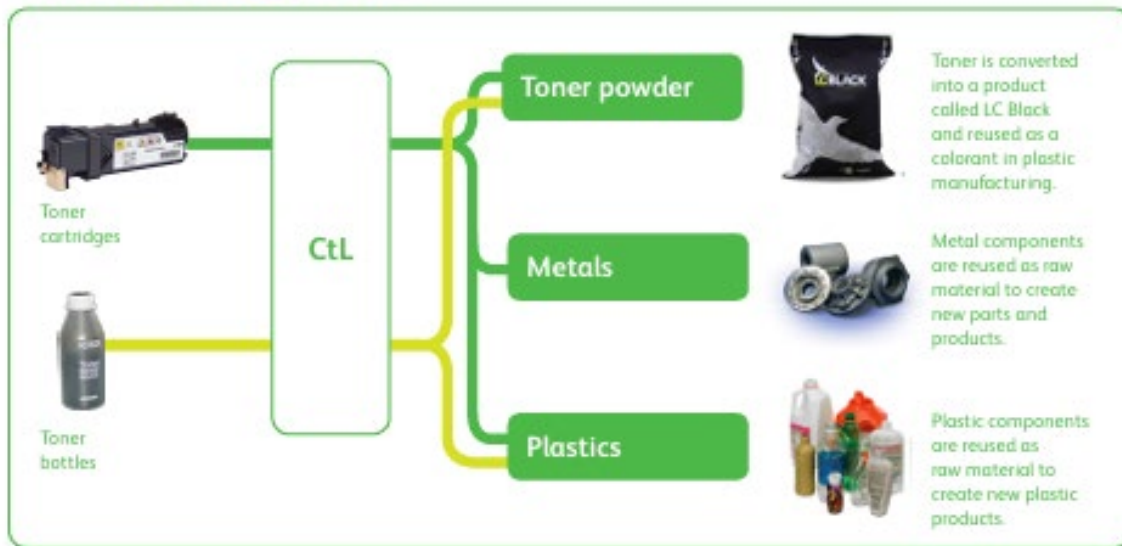
Sustainability Specifications



Ecobox Collection Our Contribution to Enable a Circular Economy

- Xerox Green World Alliance - Recycle used toner cartridges and supplies - FREE
- Developed by Xerox in the 1990's in anticipation of customer expectations, regulations and our long-standing environmental commitment.
- Managed by Xerox Supply Chain
- Key to earning EPEAT registration for our devices
- A critical component of achieving our corporate goal of Net Zero GHGs by 2040

Close the Loop's recycling process



Minimizing Paper Use

- Cloud-based printing services
- Print on demand and print redirection
- CareAR to eliminate service trips
- Print Awareness Tool to gamify printing efficiency

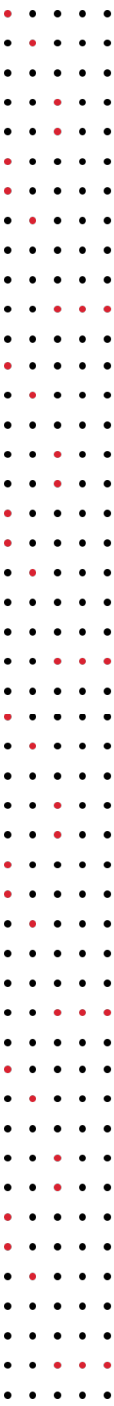
Reducing Carbon Footprint

- Electrifying Xerox Service fleets
- Xerox Reforestation Service to offset paper consumption
- Ecobox to recycle consumables for reuse

Improving Electricity Efficiency

- Optimizing device configuration for sleep and standby modes

Service Specifications



Service Call Escalation

Proactive Action Plan

All units that require 3 service calls in 30 days are flagged in our system and escalated to the service manager and reviewed on a weekly basis. Additional resources such as team-leads, network technicians, and/or manufacturer support are dispatched to resolve reoccurring issues. Problematic units are identified, along with each unit(s) service history during the Business Review by the Service Manager.

Project Fulfillment Guarantee

Our Full Service Maintenance Agreement is backed by our customer driven “Common Sense” Total Satisfaction Program. During the business reviews (QBR’s), the project managers, major account customer care representative, Service manager and account manager review the performance of the fleet and measure our results against the response time for the fleet.

Warranty

Xerox devices come with a 90-day manufacturer's warranty from the date of shipment. Additionally, Xerox Business Solutions offers comprehensive service pricing for the duration of the contract, encompassing supply and parts consumables, along with labor costs.



Service Specifications

Xerox Business Solutions Full Service Maintenance Agreement is a comprehensive program for all your document printing, supplies, maintenance and service for your Production, MFP and Printer devices. At Xerox Business Solutions, we manage over 329 million impressions per month including over 44 million prints from our customer's printer fleets.

From comprehensive network and software support, to 24/7 online assistance, online training videos and quick, responsive on-site coverage, you can count on us for a variety of service options to meet your needs. Every option is backed by a team of experienced support personnel who are equipped with the latest skills, tools and technology. Once implemented, Xerox Business Solutions Managed Print Services provides an optimized print environment, reducing your total cost of ownership and increasing faculty and staff productivity.

Comprehensive Maintenance

Our maintenance includes:

- All supplies (excluding paper)
- All replacement parts
- All labor associated with break/fix of MFPs
- All preventative maintenance, device cleaning etc.
- **4-6 hours average service response time depending on the geographical location of the device, 95% Uptime measured across the fleet.**
- Remote service for "I can't print" issues for quicker resolution, driver configurations and training.
- Proactive monitoring of fleet devices
- Helpdesk integration
- Xerox Business Solutions eXpress Services including supply monitoring and replenishment
- In-service and on-going on-site training of MFP features by Xerox Business Solutions trainer(s).
- Business reviews of performance metrics

Predictive Fleet Maintenance

We have the capability to monitor toner levels remotely and proactively order and send supplies when levels are low. All networked MFP devices will be set up on the Xerox Remote Services system. This data is transmitted securely to Xerox's servers over the internet, allowing for real-time monitoring. The system can trigger alerts for low toner levels and may even automate the ordering process, ensuring businesses maintain efficiency and reduce downtime.

Meter Reading

We have the capability to collect meters automatically through all Networked devices using Xerox Device Agent. This can be viewed by Charter Township of Ypsilanti in the vendor portal.

Invoicing

Xerox Business Solutions will provide a monthly invoice for all equipment and shall include items specified by Charter Township of Ypsilanti:

- Invoice date and number
- Purchase order number
- Separate Location, make, model and serial number for each copier billing
- Current and previous reading
- Date of meter reading

Device Monitoring Software

Embedded Device Management Software Provided Free of Charge:

Xerox Device Agent (XDA) provides automated device meter reads, supplies, and status for effective management of your print devices, including auto supply replenishment. Proactive alert monitoring and remote problem resolution optimize your output environment for maximum uptime. This device management interface offers a dashboard view of key printer data and metrics at a glance, such as device model, IP address, serial number, device status, and primary toner and ink levels. When used with Xerox Services Manager, this powerful integration delivers an industry-leading service solution for your enterprise.

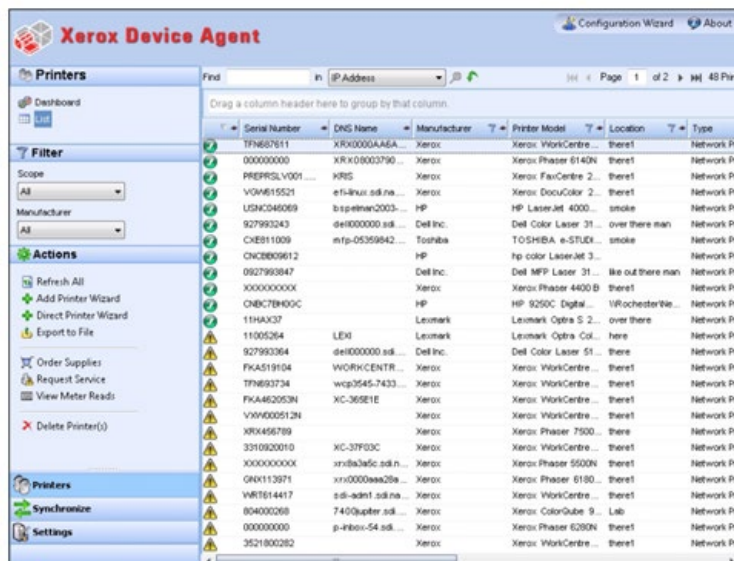
Vendor neutral view of print activity to networked devices enables accurate, timely and informed asset management decisions.

Supply and troubleshooting needs are quickly identified through alert features and dashboard views. Seamless integration into your existing IT environment without additional software or third-party plug-ins.

Remote diagnostics and troubleshooting allow administrators to efficiently perform vital tasks from a remote site.

Key benefits:

- Single solution available to download on a workstation or server
- Intuitive wizard-based installation and set up takes approximately 15 minutes
- Can detect up to 1,000 Xerox and non-Xerox devices
- Built in auto-reconnection that brings dropped-off devices back online
- Auto-discovery of newly installed devices
- Easy navigation to view and manage all networked devices
- Allows you to configure alert-message pop ups and emails
- Enables you to download device data into a single file extract
- Significantly improved connection reliability
- Works with products already registered via Device Direct method
- Automatic version upgrades available



Discover the power of Xerox® Device Agent.

Painlessly detect and monitor all your office and multifunction print devices with one tool.



The Xerox® Device Agent features a built-in alert detection system and has the capability to send an e-mail message to an appropriate user when certain conditions exist in the monitored devices. It also provides clear and concise status of all networked printers.

KEY CAPABILITIES

- Discover Xerox® and non-Xerox® Printers and Multifunction Printers.
- Printer identity (i.e., model, serial number, manufacturer, etc.) Printer properties (i.e., input trays, output bins, serial number, etc.) Monitor printers and MFPs for status and alert conditions.
- Printer status including overall state, detailed status, UI messages, etc. Notify users via e-mail when faults occur.
- Proactive Automatic Supplies Replenishment and consumable capacity levels including; toner, fusers, drums, toner waste bottles, print cartridge and additional device unique parts.

- Provides fleet data to our Fleet Management Portal Tool.
- Supports TCP/IP protocol suite (SNMP, TCP, UDP, IP, NIC details).
- The application supports industry-SNMP MIBs for network printers; however, the amount and type of management that it can provide is dependent on the printer's level of conformance to those standards.

Xerox® Device Agent Application Basic Requirements

- PC or Server connected on the same network as the Printer/MFD
 - PC running on Windows 10, or 11
 - Windows server running on 2016-2022
 - 1.7 GHz Processor or better & 2.5 GB of RAM or higher
- .Net Framework 4.8 or greater (Full Version) Installed
- Admin access on the PC/Server where the application will be installed
- Ports 80 or 443 for outbound communication
- Port 161 (SNMP Protocol) traffic must be routable across the LAN or WAN

Firewall Settings

XEROX® DEVICE AGENT

- office.services.xerox.com
- transactions.services.xerox.com
- ws.services.xerox.com

DEVICE DIRECT

- *.support.xerox.com

XEROX® FLEET MANAGEMENT PORTAL

Xerox® Fleet Management Portal uses the data being monitored by Xerox® Device Agent to provide our customers with an intuitive, easy-to-use information portal, which provides our customers with an interactive dashboard for monitoring networked devices equipment status, consumable status, and meter readings for an entire fleet. Through the Fleet Management Portal users can order supplies, report technical incidents, and check on service order updates.

For additional information please download the: [Xerox Device Agent Security & Evaluation Guide](#)

Fleet Management Portal

For operations managers who are accountable for ongoing fleet operations, the Fleet Management Portal and Dashboard offers critical insight.

Key Attributes:

- Turnkey setup and configuration
- Direct view into printer fleet in real-time
- Powerful printer & incidents grid
- Role segregation and configuration includes segregation by agent, customer and users
- Configurable and built-in panels
- Minimal administrative or management effort required
- Dashboard and the Account Key Metrics on homepage viewed at login (Partner)
- Multi-function drop down navigation bar
- Simplified Content panels
- Improved viewing across whatever devices you might be using to display the portal

Fleet Management Dashboard:

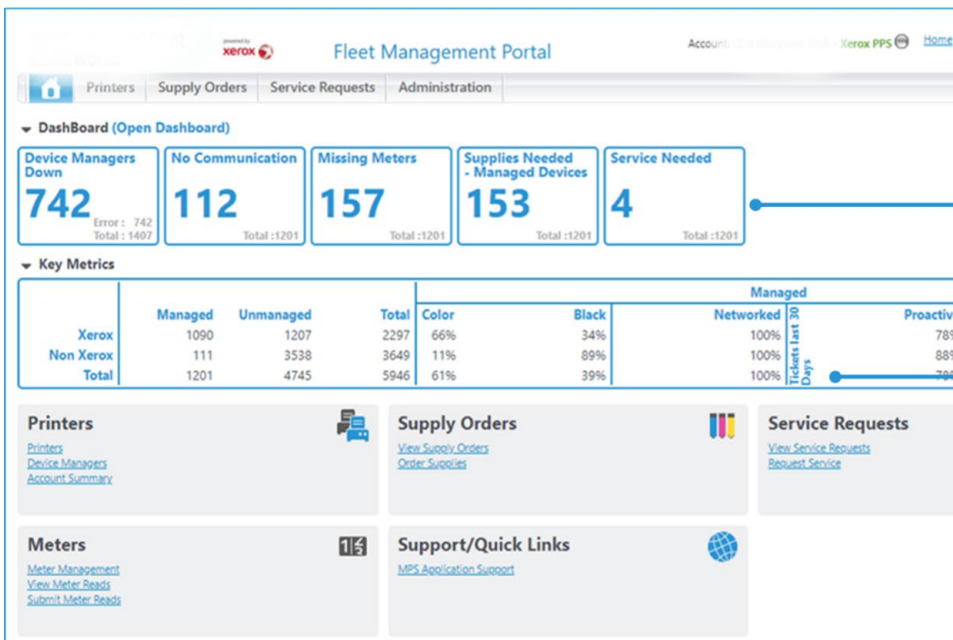
- Authorized users can assess the health of the print infrastructure at any point in time
- Enter meter reads
- Request service
- Order supplies
- Quick links to other sites like Reporting and Documents (configurable)

Print Security Dashboard:

- Provide simple, easy-to-comprehend compliance results
- Take action on any non-compliant device or setting right from an interactive layer inside the dashboard, allowing for quick adjustments to any fleet
- Export any data so that it can be viewed outside of the application and brought into another format, such as Excel
- Provide a customer view of the dashboard in order to provide “proof” of compliance, without providing the ability to make any device changes; this access/view helps to prove that a fleet is in compliance with supporting real-time data

Service Performance Dashboard:

- Drill down to any region in your fleet for a detailed view
- Review device availability, volume, and more
- Use real-time data to analyze uptime and usage, and justify new printer purchases, relocation, or consolidation

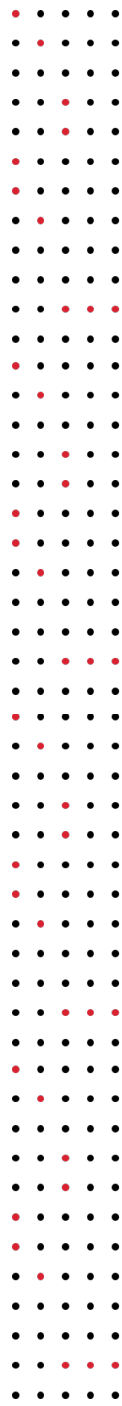


- Device Management tools manage connectivity for many print devices
- Meter collection is key to supplies calculations and billing
- Supplies replenishment is key to ensuring customer satisfaction
- Reacting quickly to service needed

- If the asset is “unmanaged,” would it be better under a managed contract?
- Would it be beneficial to convert “Black and White” devices to color?
- The goal should be 100% networked devices to ensure proactive management

| Printers | | | | | | | | | |
|--------------|-------------------------|---------------------------------------|----------------|-------|------|---------|-------------|--|--|
| All Printers | | | | | | | | | |
| Status | Incident | Model | Serial Number | Black | Cyan | Magenta | | | |
| View | Up and Running | Color LaserJet Enterprise M553 Series | CN8CH951BW | | | | | | |
| View | Up and Running | M5810 Series | 40636C660DMCB | | | | | | |
| View | Up and Running | Deskjet 6900 Series | MY7CA2R06M04YX | | | | | | |
| View | Toner/Ink Low | WorkCentre 7525 | XXX4058460 | | | | In Progress | | |
| View | Up and Running | WorkCentre 7545 | XXP542530 | | | | Complete | | |
| View | Input Tray Empty, In... | AltaLink C8070-PGPK | 6TB437149 | | | | Complete | | |
| View | Toner/Ink Low, Input... | WorkCentre 7970 | B0W591553 | | | | In Progress | | |
| View | Input Tray Empty, In... | WorkCentre 5090 | EK9298280 | | | | Complete | | |
| View | Low Paper, Input Tra... | WorkCentre 5945 | A2M626739 | | | | Complete | | |
| View | Toner/Ink Low, Input... | WorkCentre 7545 | M5X4779441 | | | | In Progress | | |
| View | Intervention Required | WorkCentre 7545 | M5X4778695 | | | | Complete | | |
| View | Up and Running | ColorQube 8580DN | T2B048325 | | | | Complete | | |

- Multi-tenant / Multi-customer
- Comprehensive Fleet View
- Real-time printer status – Up and running, error state, no response
- Links to Xerox.com KnowledgeBase
- Printer-specific Incident Management
- Integrated supplies/service status, ordering, and fulfillment
- Meter management
- Remote diagnostics
- Grid sort, filter, search



Preventative Maintenance Plan

The Total Call Commitment “TCC” is the service methodology Xerox Business Solutions performs to provide its clients superior service. The “TCC” program treats every call as a preventative and proactive call.

This means going systematically over the entire machine, not just the obvious problem area, or a subassembly (finisher, duplexing unit, paper feed units or document feeder), rather all aspects of the system are evaluated; from the paper input section of the machine through the entire system and all subassemblies. This proactive way of servicing has drastically increased our MCBC’s (mean copies between service calls) and lowered overall customer downtime which results in higher customer satisfaction and maximum ROI.

The PM cycle (call initiation) is a “reactive” way of conducting service that forces the technician to respond to the machine breaking down in between PM’s, otherwise known as the Band-Aid fix. Since technicians generally do not replace parts normally associated with the PM replacement schedule, repairs are only focused on the area of concern (specific to the problem), which initiated the call and nothing more. This “keep the machine running” until the PM light comes on approach over time dramatically reduces the total life expectancy of a machine, degrades the machine’s overall performance, and lowers the copy quality standards achieved by the “TCC” program.

LifeCycle Management

Typical machine life is based on usage, and is estimated at 60 months, and between 1.2 - 9 million copies for each model. This varies based on usage, operating environment and maintenance. The number of copies or prints between service calls on a digital color copier / printer is highly dependent on customer expectations of quality and the use of applications and throughput materials. At an average usage of 10,000 copies or prints per month, it is expected that service will be required about once every 24 weeks. Volumes higher than this could result in more frequent service. For B8000 series, an estimated 3-4 calls per year with approximately 20,000-50,000 pages between calls.

Value Beyond Cost Savings

Xerox Business Solutions Managed Print Services delivers benefits in many areas:

- We address environmental sustainability, finding innovative ways to eliminate unnecessary printing and reduce your carbon footprint, usage and waste. We enhance information security to protect your most valuable information and avoid the costs of lost intellectual property and PI.
- Through our Smart eSolutions, we monitor, maintain and manage your print environment.
- On-site technician feedback to summarize completed work & identify escalation if needed.

Solver AI Chatbot

Enhancing the support experience, Solver, our advanced AI chatbot, is now available at xerox.com and through the Xerox Easy Assist App. Solver provides immediate and insightful answers to technical and supply inquiries, ensuring prompt and efficient assistance. Combining innovative generative AI with Xerox’s technical expertise, Solver offers 24/7 support across 18 countries in six languages: English, Portuguese, Italian, German, French, and Spanish. Whether you need quick access to resources or immediate help, Solver delivers personalized support, from technical troubleshooting to supply management and recycling

Technical Support

Technical Support Department Overview

Xerox Business Solutions will provide remote support with a certified Helpdesk/Copier Analyst with remote access software during normal business hours, Monday through Friday 7:00 am to 6:00 pm CST.

Requests for break/ fix service may be made through the following channel categories:

- Charter Township of Ypsilanti ePortal provided and setup by Xerox Business Solutions
- Xerox Business Solutions Webpage
- Xerox Business Solutions Technical Support Hotline: 1-877-459-0777, option 2

The Xerox Business Solutions Call Center Representative act as a single point of contact for all IT and Copier service related issues and provide support for:

- Reconfiguration of required network protocols (TCP/IP, DNS, etc.).
- Reconfiguration or installation of any additional print drivers needed for any new computers or print servers added after the initial install.
- Reconfiguration or setup of scan to folder options (SMB or FTP).
- Reconfiguration or setup of scan to SMTP/Exchange services. Scan to email requires an on-site email server that is customer owned/maintained or any email services provided by the customer and must be setup and activated prior to service. "Free" email servers and POP3 email accounts are not supported.
- Provide basic image quality recalibration for all print and copied documents.
- Provide fax service troubleshooting.
- Remote diagnostic of system fault codes.

Xerox Business Solutions can even assist your helpdesk with all necessary information or resources needed to resolve any issue. If our Helpdesk analyst cannot resolve any issue within a timely manner or determines that a Network Analyst is required on-site, one will be dispatched to the location. Physical network connections, cabling and network administration is provided by the client.

Value Added Service

Normal business hours are Monday through Friday 8 am to 5 pm CST. A Xerox knowledge base of FAQs and resolution instructions are available online 24/7. A link will be provided through Charter Township of Ypsilanti portal. Xerox Business Solutions can provide after hour, weekend and holiday on-call service with advance notice for an additional fee. Xerox Business Solutions will always try to resolve an after hour customer issue by contacting its staff member(s) and communicating back to our customers. Service level metrics including number of helpdesk calls, service calls, turnaround times and fleet uptime will be presented at Business Meetings.

Holiday and after hours service is provided at the following rates:

| | |
|-----------------------------|-----------|
| Monday– Friday after 5pm | \$180/ hr |
| Saturday & Sunday until 5pm | \$180/ hr |
| Sunday after 5pm | \$240/ hr |
| All Holidays (all day) | \$240/ hr |

Holiday and after hours service requires 48 hours advance notice in order to schedule a technician to be on-call. If service is not required during the on-call period, a minimum charge of \$50/ day will apply for the on call service.



Seamless Support, Every Step of the Way

Thank you for choosing us as your technology partner. Since the day our doors first opened, we have helped thousands of customers grow and realize their organizational goals through complete document management services and workplace technology. We are privileged and excited to be in business with you. Using the resources below, you can get technical support, order supplies, and report meter reads—all without leaving your desk.

TRY OUR ONLINE WEB FORMS FOR SERVICE, SUPPLIES, AND METER READS

www.xeroxbusinesssolutions.com

1. Click on Find a Xerox Business Solutions office near you.
2. Select your state.
3. Under your local office, select the appropriate request form.

PHONE

XBS Northeast: (800) 343-7777

ONSITE SERVICE STATUS

www.xeroxbusinesssolutions.com/repairstatus

Find out more at xeroxbusinesssolutions.com

Technical Support

At Xerox Business Solutions, we understand that reliability is crucial to productivity and reaching your company's goals. When an issue arises, the below steps will be taken to ensure devices are operational as soon as possible.

The Xerox Business Solutions Helpdesk/Copier Analyst team will accept incoming requests from clients and quickly help confirm the problem and attempt to solve the issue remotely. Most service requests that come in can be solved by our Helpdesk/Copier Analysts. If needed, a Xerox Business Solutions team member will dispatch an on-site technician and provide an ETA.

The certified technician will arrive and re-confirm the issue with the machine, and go through the below steps:

- Have the customer demonstrate the problem, if possible
- Ask for defect samples
- Confirm if there are other issues with machine
- Attempt to replicate the problem with machine firsthand
- Check overall operation of machine and identify any other issues

The technician will then obtain, and document Meter Reads and Fault Codes and print out a Configuration Report if available. They will also review the Service Log and fault history and check High Frequency Service Items (HFSI) status.

After the initial review and diagnostics, our service technicians will give Charter Township of Ypsilanti an estimated service time and begin repairing the device.

Once the device is operational, the technician will thoroughly test to confirm the machine is repaired and all components are in good working order.

Next, the technician will fill out the service log with all applicable information about the service visit, which will be will available to Charter Township of Ypsilanti on the vendor portal. They will also ensure the machine and work area are clean, gather any parts for return, and verify all supplies are at appropriate levels.

Last, Charter Township of Ypsilanti will be able to test the machine to ensure the issue has been resolved. Our service technicians will then explain the solution(s) and provide training where possible to prevent future calls.

If the device cannot be fixed within the first on-site service call, the below escalation will be used:

- The Xerox Business Solutions service technician will suggest any possible workaround for the interim, and perform as much of the call as possible to uncover and resolve any other issues
- The next steps, such as timeframe, parts, and escalation will be communicated clearly to Charter Township of Ypsilanti
- If a device is down for more than 72 hours, Xerox Business Solutions will provide a loaner free of charge, through our Common Sense Total Satisfaction Guarantee.

Service Technician Training

All of the service technicians are trained by our 3 Xerox certified trainers representing 65 years of industry experience and have a combined 40 years of training experience.

All training is conducted in a classroom, with a hands-on format. This gives each technician the opportunity to learn both the theories of how the equipment in each device works, and also how to properly troubleshoot the equipment. This gives our service technicians the hands-on experience necessary to address any issues they might encounter in the field.

All of our technicians are trained and evaluated throughout their career to ensure they have the latest, most comprehensive information about the equipment and devices they work on.

In order to service Xerox Business Solutions devices, each technician must successfully complete:

- The Service Academy Course—This course teaches all of the basics of our service and devices.
- IT Instructional Course—This course keeps service technicians up to date on the latest technologies they may encounter in the field. This is required upon employment, but it is an ongoing class as our devices and technologies update.
- Xerox Certification Program—Upon completion of all the above training, service technicians must also successfully complete the Xerox Certification on each device they will be servicing.

All of the above courses and certifications are required to provide each technician with the knowledge and skills to provide efficient and quick resolutions to any customer challenges.

We have a stringent support process in place should our technicians face any unusual problem in the field. Technicians have a team of subject matter experts to consult with and bring on-site, if necessary, in order to resolve these issues quickly and completely.

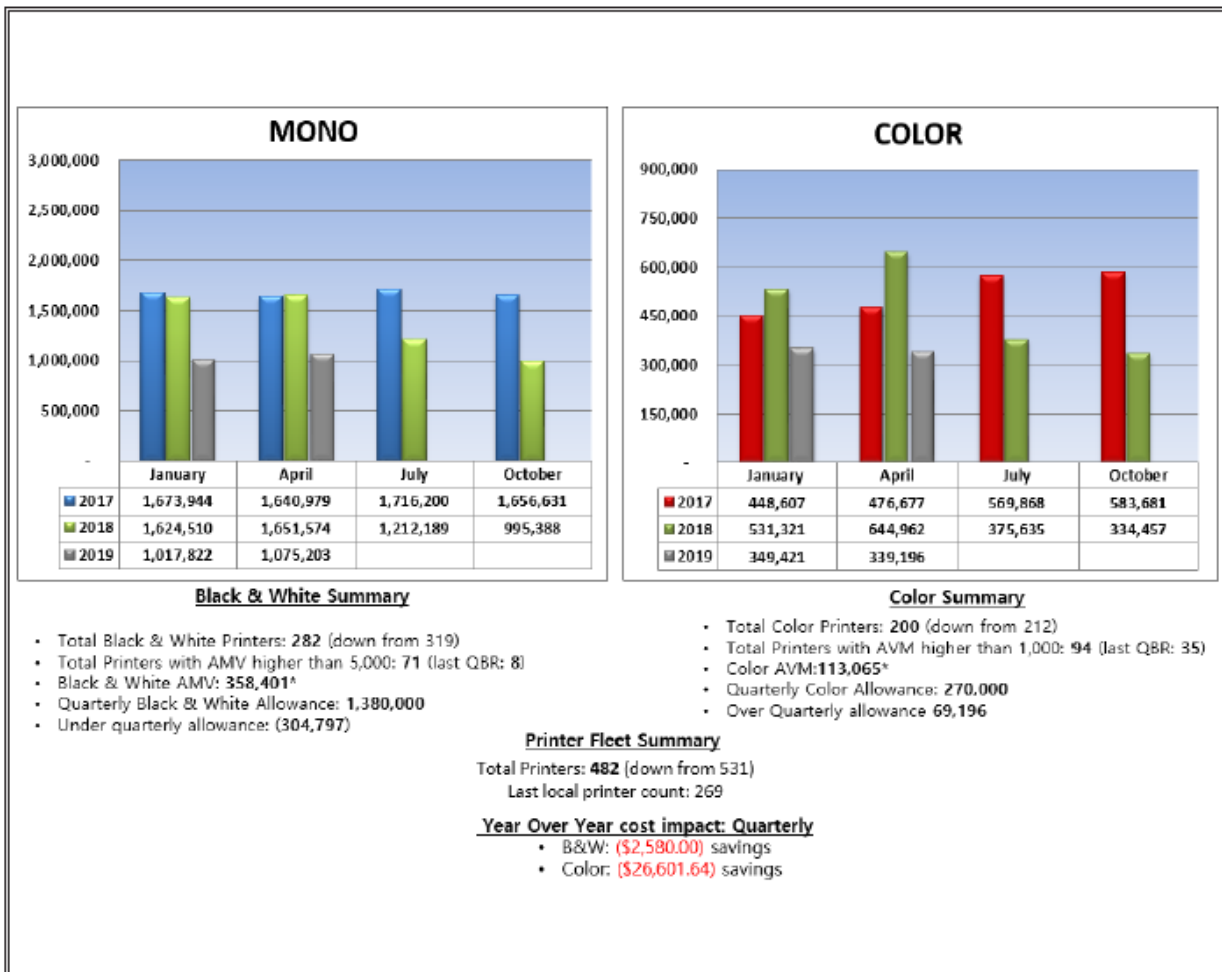
Account Management Specifications

At Xerox Business Solutions, we strive to develop long term business relationships with our customers. Our business review meetings with our clients ensure that we are performing at the highest possible level of support and are meeting your objectives.

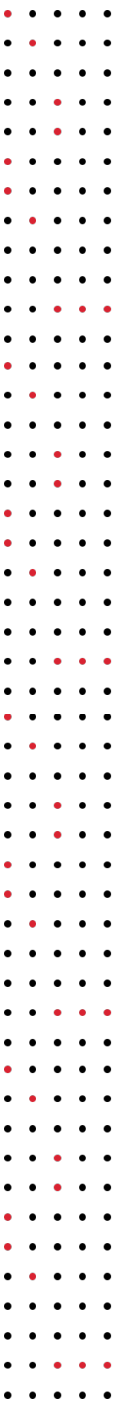
How it works: volume usage data is gathered using an automated data collection tool or manually. We collect service call information from our service databases. Your major account customer care representative compiles this data into an executive style presentation.

The following are among items are discussed regularly during our business reviews:

- Review service guarantees, response times, guaranteed up-time, security patches etc.
- Discuss changes in volumes and implement necessary changes in hardware or supply levels
- Discuss any changes in applications, business models, and best practices for end-user needs
- Present any new technologies, ideas for cost savings or workflow solutions
- Both parties sign off to verify “Commitment to Action Items”
- A consolidated meter reading report will be provided for each location including service performance uptime and calls.
- Detail quarter over quarter total cost of ownership (varies based on how often reviews are conducted).



Proposed Solution



Device Catalog

Xerox B410DN

50 ppm B&W

Duplex output/input

Network printing at 1200x1200 dpi

Print from USB port

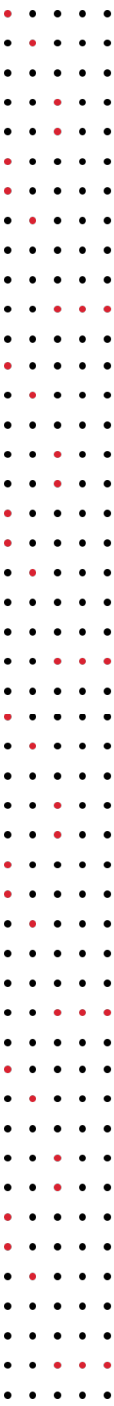
Standard 550-sheet capacity

100-sheet bypass tray

Adobe Postscript 3, PCL 6

1 GHz Dual Core/2 GB

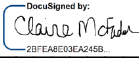
Encryption and Secure Print



Form B: Details Costs

Labor Costs

| Line | Item | Qty | Price |
|------|--|------------|-----------------|
| 1 | 1 Device as delivered | Per Device | \$446.00/device |
| 2 | Minimal Monthly Maintenance Fee | Per Month | \$0 |
| 3 | Per-Page / Foot / Meter Maintenance Rate | Per Unit | \$0.0075 |
| | | | |

By: 
(Signature)

Title: Assistant Treasurer
(Typed or printed name)

Claire McFadden
(Typed or printed name)

Date: 4/23/2026

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.
Unsigned proposals will not be considered.

Form C: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- Estimated Cost for 5 B&W Network Printers with maintenance. **\$ 446.00/device**

Job Total \$2,230.00 for 5 devices

(It is understood this number may change as the Scope of Work is finalized.) This Form is only here to simplify the Bid Opening process)

(Please attach a detailed cost sheet with this cost form page)

Company Name: Xerox Business Solutions, LLC
Address: 401 Merritt 7
Address: _____
City, State, Zip: Norwalk, CT 06851
Telephone Number: 616-719-5059
Federal Employer Identification Number: 16-0468020
eMail: claire.mcfadden@xerox.com

By: 
(Signature)

Title: Assistant Treasurer
(Typed or printed name)

Claire McFadden
(Typed or printed name)

Date: 4/24/2026

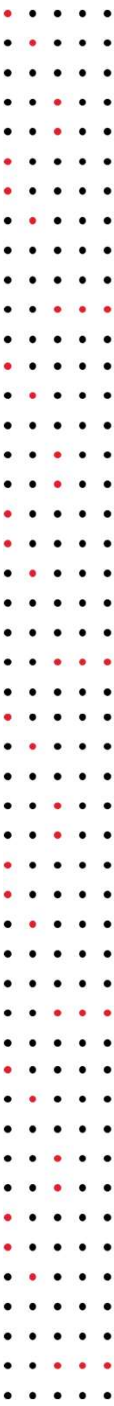
THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

Terms and Conditions

- All equipment proposed is 100% new current models.
- Includes delivery, installation, network analyst services and unlimited training for the duration of the contract.
- Includes all OEM toner, parts and service with the exception of paper.
- Includes all new software releases, revisions, patches, etc.
- All service performed by certified Xerox technicians.
- 24/7 web-based support.

As part of our proposal, we respectfully submit templates for the **Sales and Service Agreement**, which we propose shall serve as the definitive agreements under any resultant award.



SALES & SERVICE AGREEMENT

| | | | | | |
|---|---------------------------|---------------------|------------------------|----------------------|---------------|
| BILL TO | | | SHIP TO | | |
| CUSTOMER NAME | | | CUSTOMER NAME | | |
| ADDRESS | | | ADDRESS | | |
| CITY, STATE ZIP | | | CITY, STATE ZIP | | |
| BILL TO CONTACT PERSON | BILL TO PHONE NUMBER | BILL TO EMAIL | SHIP TO CONTACT PERSON | SHIP TO PHONE NUMBER | SHIP TO EMAIL |
| SALESPERSON | CUSTOMER PURCHASE ORDER # | COMPANY REFERENCE # | SERVICE CONTRACT | MPS CONTRACT | |
| | | | CONTRACT # | CONTRACT # | |
| [RENTAL PAYMENT/LEASEPAYMENT/CASH AMOUNT] | | SERVICE PAYMENT | | MPS PAYMENT | |

TERMS OF PAYMENT: NET THIRTY (30) DAYS FROM DATE OF INVOICE

| QTY | MODEL/PRODUCT # | LOCATION | DESCRIPTION | METER POOLS | PRICE | TOTAL PRICE |
|-----|-----------------|----------|-------------|-------------|-------|-------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | | | |
|--|---|------------------------------|--|
| <input type="checkbox"/> SEE PRODUCT SCHEDULE (SCHEDULE A) | <input type="checkbox"/> SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM | SUBTOTAL | |
| NOTE / ADJUSTMENT DETAILS | | SPECIAL SERVICES FEES | |
| | | OTHER ADJUSTMENTS | |

| | | | | |
|------------------------------------|---|------------------------|--|-------------------------|
| CONTRACT TYPE | | EFFECTIVE DATES | | TRANSACTION TYPE |
| <input type="checkbox"/> CASH SALE | <input type="checkbox"/> RENTAL | TERM IN MONTHS | Actual start date based on delivery or lease commencement. | |
| <input type="checkbox"/> LEASE | <input type="checkbox"/> MAINTENANCE ONLY | PROPOSED START DATE | | |

| | | | |
|--------------------------|--------------------------|--|--------------|
| CONTRACT TERMS | | | NOTES |
| SERVICE | MPS | | |
| <input type="checkbox"/> | <input type="checkbox"/> | All parts, labor, drums and supplies; excluding paper and staples | |
| <input type="checkbox"/> | <input type="checkbox"/> | All parts and labor, including drums; excluding supplies, paper, and staples | |
| <input type="checkbox"/> | <input type="checkbox"/> | Includes other (indicate) | |

| | | | | | |
|-----------------------|--------|----------------------------------|---------|----------------------------------|------------------------------|
| CONTRACT POOLS | | INCLUDED IN LEASE PAYMENT | | <input type="checkbox"/> SERVICE | <input type="checkbox"/> MPS |
| POOL | VOLUME | OVG. RATE | PAYMENT | BASE FRQNCY | OVG. FRQNCY |

| | | | | | |
|--|----------------------------------|-----------------------------------|----------------------------------|------------------------------|-------------|
| REMOTE SERVICE TECHNOLOGY <input type="checkbox"/> | XDA/XDM <input type="checkbox"/> | FM AUDIT <input type="checkbox"/> | DECLINE <input type="checkbox"/> | PRIMARY METER CONTACT | |
| TECHNOLOGY CONTACT PERSON | TECH PHONE # | TECH EMAIL | METER CONTACT PERSON | METER PHONE # | METER EMAIL |

Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.

| QTY | MODEL / PRODUCT # | SOFTWARE & DESCRIPTION | <input type="checkbox"/> | SEE SOW FOR DETAILS | TOTAL PRICE |
|-----|-------------------|------------------------|--------------------------|---------------------|-------------|
| | | | | | |

| CUSTOMER ACCEPTANCE | | | |
|--|---------------------------------|--|--|
| By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties. | | | |
| AUTHORIZED CUSTOMER SIGNATURE: _____ SIGNER'S NAME (PRINTED): _____ | TITLE: _____ DATE: _____ | | |
| COMPANY SALES: _____ | DATE: _____ | | |

Initials

Sales and Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and/or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.
2. **Scope.** This Agreement may be executed for:
 - a) A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery;-or
 - b) A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease;-or
 - c) A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.
3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.
4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.
5. **Meter: Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.
6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.
7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.
8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.
9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.
10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

Initials

13. INTELLECTUAL PROPERTY.

- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. In the event of a default, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

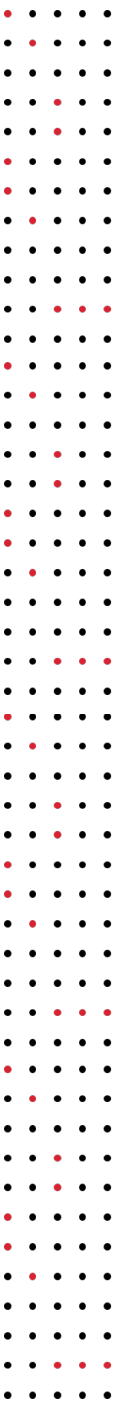
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Product Brochure Links

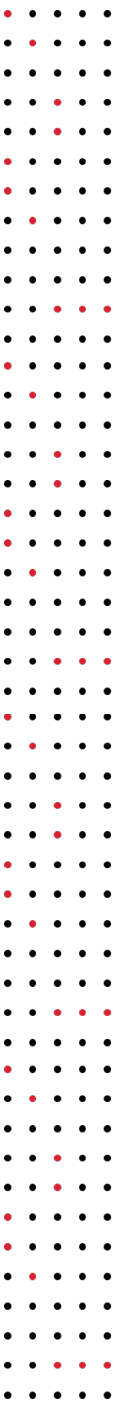
Due to the file sizes of our brochures, a link has been provided below for each product in our offering.

Xerox B410dn/C410dn

<https://www.office.xerox.com/latest/C41BR-01U.PDF>



Implementation



Installation/Implementation

The Xerox Business Solutions support team has coordinated and implemented several similar size and scope awards, including National Commercial Accounts, Independent School Districts, Government Agencies and secure Military Bases across the area.

Upon award and receipt of signed documents, orders will be placed with Xerox for any additional machines not available in our local warehouses. Xerox Business Solutions will receive systems from Xerox within approximately 5-7 days. Once Xerox Business Solutions receives the systems, they will be assembled, tested and prepared for delivery. Set up will also include any IP, security settings, etc as provided by IT support to minimize installation time. Deliveries should occur within time frame indicated in the RFP.

Installations can be accomplished within a few days depending upon preferences and installation conditions. This estimate is based on similar size installations in the past. The installation team would be comprised of drivers/technicians and network support staff. On site coordination will be through the Account Manager, IT and Field Service Technicians as well as designated representative(s) from Charter Township of Ypsilanti. The planning tools co-authored with Charter Township of Ypsilanti prior to delivery will also help facilitate installation , equipment badges, IP addresses, security settings, LDAP, etc.

All Xerox Business Solutions Installation Specialists are adequately prepared and trained on the expectations required for a seamless delivery. Our Service Trainer, conducts the following training courses:

PRINTING

1. Determine correct IP address, Subnet and Gateway
2. Identify correct print driver for the environment
3. Install print drive in Windows or MAC with Standard TCP/ IP port
4. Set proper default in print driver
5. Proper configuration of ports

SCAN TO SMTP

1. Determine SMTP server, port, DNS and Domain
2. Configure all setting in webpage
3. Test configuration in web page
4. Send an email from the copier
5. Setup address book or import from old copier

XEROX APP GALLERY

1. Log in and update app gallery
2. Select and install applicable apps
3. Test all installed apps

NETWORK

1. Install and configure Xerox CentreWare Web and Xerox Workplace Cloud
2. Set default security settings and clone to all devices
3. Administrative lock down of settings

Site Preparation

You must make sure electrical and space requirements are satisfied before the equipment is delivered.
One network drop per device is required for installation.

Plug-N-Play Installation

Our Installation Specialist will pre-install device drivers, configure scanning and implement Xerox Business Solutions active alert meter collection.
You will need to have an IT/Alternate Point of Contact available 24-48hrs from time of submitted order to provide a Xerox Business Solutions Installation Specialist the information required to place the new system on your network.
If your IT is not available, Xerox Business Solutions offers On-Site installation at an additional cost.

Equipment Installation

Device(s) will typically be delivered within 5-10 business days from the day of submitted order.
Xerox Business Solutions Logistics Coordinator will contact your company within 5 business days to coordinate the delivery and installation.
Xerox Business Solutions will provide scheduled initial key operator training, available within 24hrs of completed installation or at your convenience.

Lease Returns/Trade-Ins

(If Applicable)
The Xerox Business Solutions delivery team will pickup your lease return at the time of delivery of your new, preconfigured equipment.
You must provide the lease return instructions for your replaced device(s).
Upon receipt of return instructions, Xerox Business Solutions will facilitate the shipment of your replaced device/s to the leasing company.

Preparation

| Action | Client | XBS |
|---|--------|-----|
| Ensure adequate space and power to configure your new Device | X | X |
| Ensure available network port | X | |
| Facilitate communication between your IT and XBS's installation specialist within 48 hours. | X | X |
| Provide additional Professional Services for on-site installation if required* | | X |
| Select & enable XBS's Active Alert/APP meter collection solution | X | X |
| Arrange delivery and installation logistics | | X |
| Provide Category 5 ethernet cable for network connection (if needed) | X | |
| HDD replacement and destruction** | | X |
| Install system hardware | | X |
| Provide Helpdesk support*** | | X |
| Provide supplies and parts*** | | X |

*Professional Services available at an additional cost

**Optional HDD destruction and replacement available for lease return/trade-in devices at an additional cost

***Included with Xerox Business Solutions Maintenance Agreement at NO additional cost.

Next Steps

Implementation Schedule

| EVENT | DATE | NOTES |
|------------------------------------|----------|---|
| Award Date | TBD | Charter Township of Ypsilanti Committee or Board of Trustees |
| Verify Equipment to Order | TBD | Confirmation of configurations with Charter Township of Ypsilanti Committee or Board of Trustees |
| Contract Execution | TBD | |
| Implementation Meeting | TBD | Space and electrical verifications |
| Receive Equipment into Inventory | TBD | 5-7 days from order date |
| In-house Make-ready | TBD | Includes: testing, set-up IT and Security Settings pre-configuration |
| Commence Installation Hardware | TBD | 1-2 days estimate based on location availability. 48 hour notice to be provided. |
| Complete Installation & Training | TBD | All equipment in place and operational |
| Commence In Service/Staff Training | TBD | Schedule will be customized to Charter Township of Ypsilanti (1 st wave for staff present) |
| Follow-up Survey | TBD | Identify areas for retouch/retrain |
| On-Going/Refresher Training | On-going | Available throughout term of agreement |
| Launch online Account | TBD | Populate portal with asset data and contracts |
| Business Reviews | TBD | Review Performance Levels and response times |

Upon award, a further customized implementation schedule will be negotiated with Charter Township of Ypsilanti.

All devices to be delivered and fully operational by the required dates established by Charter Township of Ypsilanti.

Resources

Roles and Responsibilities for Implementation

Director, RFP Support Team— Point of authority for central administration, contract, finance and project management. Responsible for ensuring RFP objectives are met, Service Level Agreement is upheld and long-term initiatives are implemented.

Senior Public Account Executive—Acts as Primary Account Manager. On-site to ensure implementation benchmarks are being met. Main on-going point of contact that will work with all internal resources to meet needs. Ensures Business Reviews are set and that all parties are present.

Transition Manager—Project Coordinator responsible for transition, change management, overseeing implementation of future state process, account management and performance reviews. Responsibilities include executive level feedback including ETA's and milestones during implementation. Also, coordination of service and delivery teams for Charter Township of Ypsilanti locations.

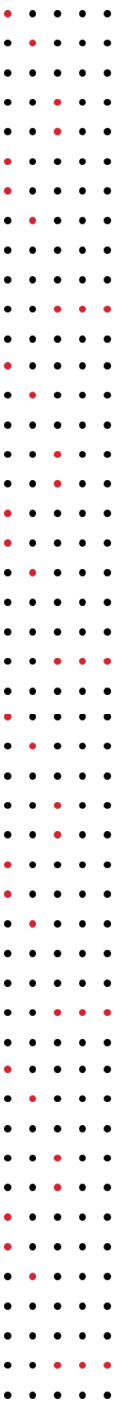
Director, Technology Sales—Responsible for scope of work of enterprise software integration, developing reporting model and cost reduction initiatives. Responsible for coordinating strategic software provider partners.

Director, Service—Will coordinate delivery teams with timeline expectations, on-site technical staff and inform trainers.

Call Center Supervisor—Ensures integration of Charter Township of Ypsilanti helpdesk with Xerox Business Solutions call center. Initiates remote support for end-users through defined escalation procedures.

Charter Township of Ypsilanti IT and MIS—Will be responsible for working with Xerox Business Solutions for IP addresses, LDAP information etc or new MFD devices. Also responsible for working with Xerox Business Solutions on print server consolidation, software installation and co-authoring SOWs.

Training



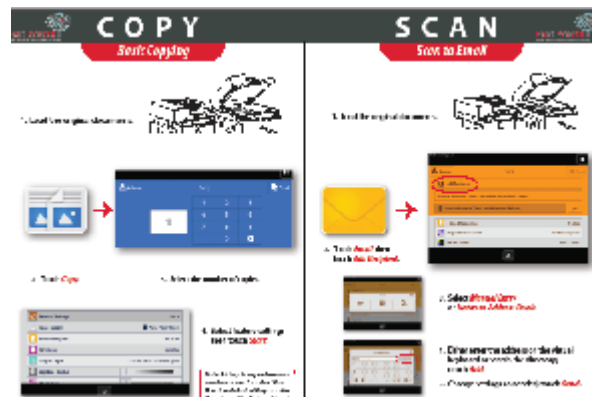
At Xerox Business Solutions, we understand the difference between having the latest technology and making the full use of that technology to realize your company's goals. Xerox Business Solutions has the most complete multi-tiered training program available to maximize your return on investment while offering on demand training for added convenience and flexibility.

Training and Education will be directed to all levels of the organization to enable effective device usage and full awareness of device capabilities. Xerox Business Solutions will provide trainers for Charter Township of Ypsilanti during implementation. This will vary based on Charter Township of Ypsilanti 's needs and schedule. Upon award, a more detailed plan will be coauthored between Charter Township of Ypsilanti and Xerox Business Solutions.

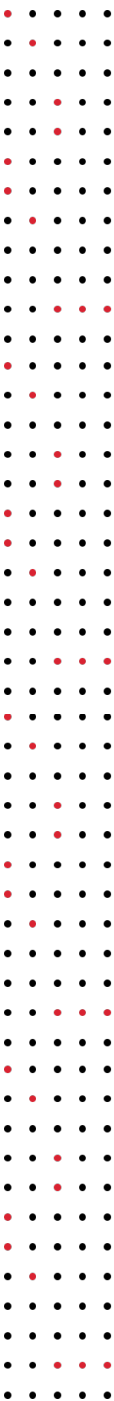
Our training plan is provided free of charge and includes:

- Notifications to end-users of upcoming training
- "In-service" classroom style training (locations within Xerox Business Solutions geography) that shadow the installation team to provide on-site immediate hand-on demonstrations of new devices and procedures for contacting service/ supplies
- Follow-up training on-site for all users including advance features. This may be applied to new hires, refresher training or other needs-based trainings.
- 24-7 training videos, step-by-step user instructions and FAQ's for contracted products via online portal (see below)
- Custom training manuals or posters as needed for high volume and/ or large user areas
- Workflow application training
- On-site and webinar training for Managers and Accounts Payable department on usage report generation
- Helpdesk training on call escalation procedures and online portal usage
- Administration training online portal usage

Xerox Business Solutions also has a comprehensive training program that can be accessed at your convenience 24 hours/ day. The training may be taken all at once which is recommended if the machine is new, or you may simply look for information on a specific feature. Additional information and instruction are also available through Xerox.com on the support, documentation and video tab: <https://www.xerox.com/en-us/about/online-training>.



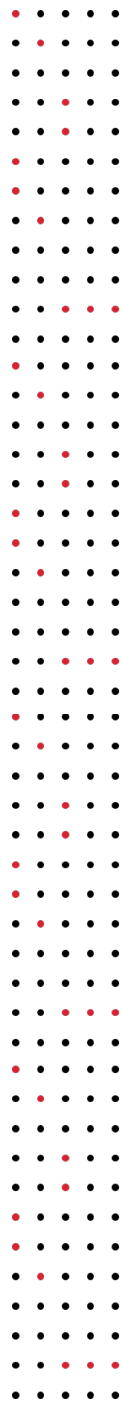
References



References

| Contact Information |
|--|
| Melanie Thume - Deputy Administrator - Gladwin County 989-426-4821 Mthume@gladwincounty-mi.gov We manage 41 devices throughout the county |
| Lori Phelps - County Administrator - Clare County 989-539-2510, phelpsl@clareco.net We manage 53 devices throughout the county |
| Stew Carroll - IT Director - Ypsilanti Community Utility Authority 734-484-4600 Scarroll@ycua.org We manage their entire print environment, fax environment and licensing for Power PDF |
| Jason Rucker - IT Director - City of Southgate 734-558-2140, jrucker@southgatemi.gov Southgate has been a Xerox customer for decades. We just refreshed their fleet with 62 new devices in April of 2026 |

Value Added Information



A Fast, Friendly, and Capable Artificial Intelligence (AI) Assistant

Say hello to Solver – our AI Chatbot.

We've all been there. You need instant support with a product or service without having to wait for an engineer. Or, you simply require quick access to resources and information. Solver, our new conversational AI chatbot, delivers what you need – quickly, accurately, and with a personal touch.



AVAILABLE NOW, READY TO ACCESS

Available in 18 countries, Solver is ready and waiting for your questions. You can visit xerox.com, log into the Xerox® Fleet Management Portal, or access Solver through the Xerox® Easy Assist App.

LET'S TAKE A CLOSER LOOK

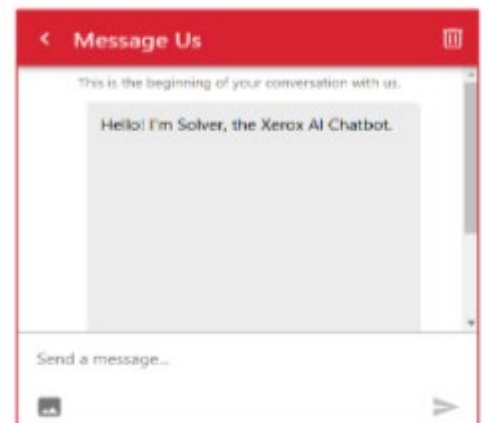
COMPREHENSIVE ANSWERS AT YOUR FINGERTIPS

With Solver, we've combined cutting-edge generative AI with technical expertise to create a powerful self-help solution. Simply ask Solver your question, and you'll get an instant, relevant answer tailored to your problem or opportunity. It's a faster, more efficient way to resolve issues and keep your operations running smoothly. And, if things get complicated, our Xerox representatives will be available to assist you personally.

18 countries. Six languages. Available 24/7. Designed for you. Simple, fast, and knowledgeable. Let's get your questions answered with Solver – our AI Chatbot.

Solver can:

- Recognize context, pull the right information, and localize it in your language
- Provide instant instructions and knowledge for fast technical support to resolve a variety of simple issues
- Help order, track, trace, or recycle supplies
- Retrieve materials like installation instructions or troubleshooting
- Find easy-to-follow information on hardware and print drivers
- Refer you to a live agent when needed or requested
- Respond in English, Portuguese, Italian, German, French, and Spanish

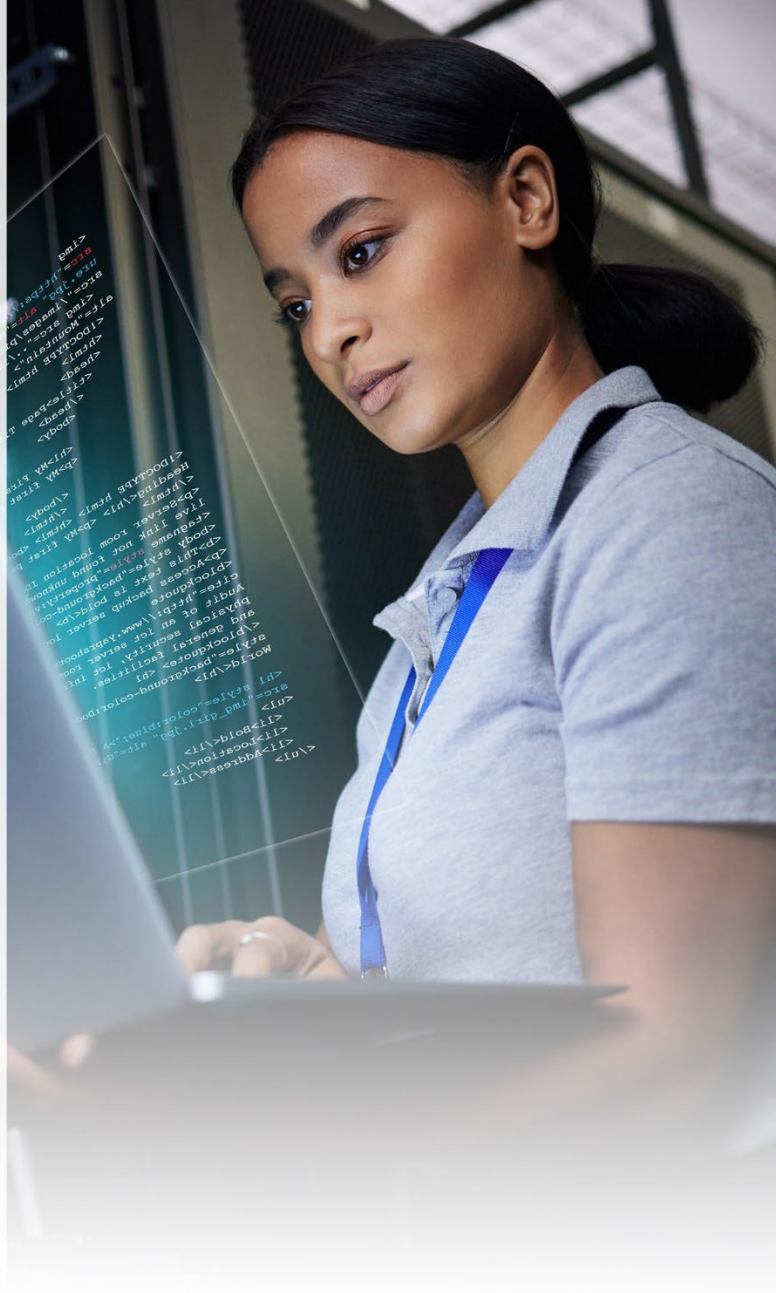


Xerox® IT Services

**WHATEVER YOUR NEED,
WE'VE GOT IT COVERED.**

We make things with IT in mind. **Future-proof your organization**, while driving the digital transformation you need now. Automate processes and protect your infrastructure with leading-edge technology, services and solutions for IT departments big and small.

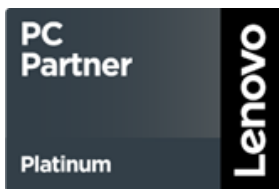
We are all living and working in the most advanced digital age yet, and that means information technology is more important than ever before. We go beyond delivering top-quality printers and scanners by offering secure and reliable IT services for small businesses and medium-size businesses.



Partnering with the Best in the Business

Bringing you award-winning technology with superior support.

We offer 24/7/365 IT support services for your business with a personalized suite of IT solutions. Our offerings range from technology procurement and managed IT services to cloud migrations and critical information security management.



Struggling With Complex Licensing and Overspending?

Xerox® IT Solutions helps you right-size your Microsoft CSP licenses, eliminating waste and unnecessary costs.



Do you want to constantly manage, maintain, and adjust complicated Microsoft licensing, or would you rather have M365 and Azure services effortlessly deployed to meet your team's needs? Microsoft CSP services take the guesswork out of managing Microsoft solutions. Our tailored CSP offerings reduce complexity, provide flexible billing, and ensure proactive support – giving you more time to focus on business priorities. Let us handle the licensing so you can focus on outcomes that truly matter.

SIMPLIFY IT WITH SEAMLESS MICROSOFT SERVICES

Microsoft Cloud Solution Provider (CSP) is a flexible, subscription-based licensing model that gives businesses direct access to Microsoft Solutions – without the long-term commitment to Enterprise Agreements or the limited support that comes with buying directly.

With our IT Solutions as your CSP partner, you get the same Microsoft products—like Microsoft 365, Azure, and security solutions—but with added benefits: expert guidance, hands-on support, and simplified billing. Our CSP Services allow for dynamic adjustments, so you pay only for what you need when you need it. Plus, you gain a trusted advocate to optimize, manage, and support your IT infrastructure every step of the way.

MICROSOFT CSP WITH XEROX

Your Microsoft environment, optimized for agility, security, and cost efficiency.

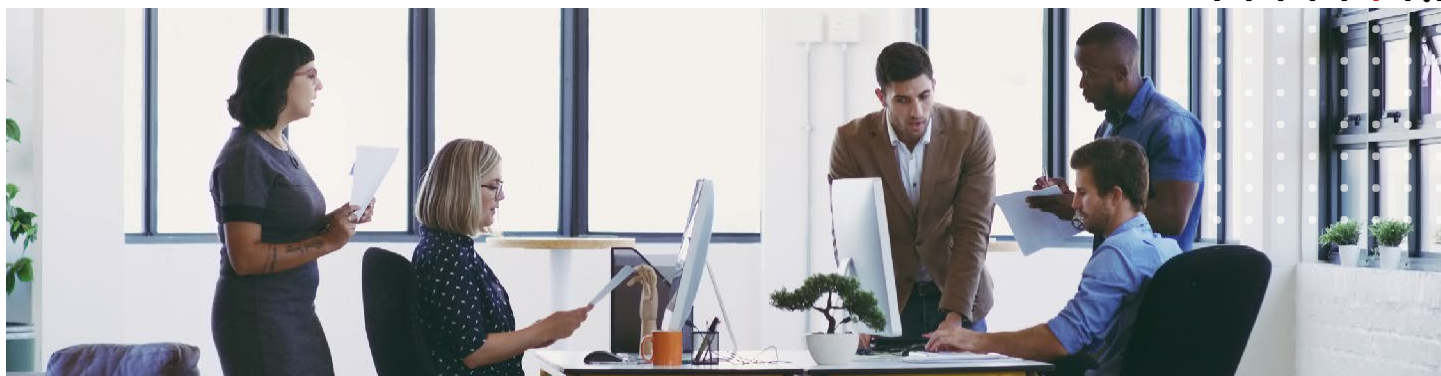
Xerox-Microsoft CSP Services provide the flexibility and control to scale your Microsoft cloud environment – without the complexity of traditional licensing. From right-sizing your licenses to proactive management and security compliance, we ensure your Microsoft solutions align with your business goals.

Say goodbye to rigid contracts and surprise costs—Xerox IT Solutions delivers a smarter way to manage Microsoft services.

- Seamlessly transition your Microsoft setup to a Xerox-backed CSP solution with zero disruption.
- Optimize licensing for monthly scalability and avoid overpaying for underutilized services.
- Simplify billing with one easy-to-manage, consolidated invoice.
- Benefit from proactive management, performance tuning, security monitoring, and compliance support.
- Get expert guidance and direct access to certified Microsoft specialists from Xerox.
- Ensure compliance with built-in security enhancements and regulatory governance alignment.

Simplify Microsoft CSP Services

Experience superior collaboration, mobility, and security.



CSP SOLUTIONS FROM A MICROSOFT ELITE PARTNER

Not all Microsoft CSP providers are created equal. Our IT Solutions is a Microsoft-certified and accredited Elite Partner, meaning we meet the highest standards for expertise, security, and support. With direct Microsoft access, priority support, and expert guidance, you get more than just licenses—you gain a trusted advisor.

CLOUD SOLUTION PROVIDER (CSP), ENTERPRISE AGREEMENTS (EA), OR DO IT YOURSELF (DIY)?

Microsoft CSP offers benefits that buying directly or purchasing through an Enterprise Agreement (EA) can't match. With Xerox as your CSP partner, you gain more than just licenses—you get a dedicated Microsoft solutions partner. See how CSP compares below.



Beyond licenses—
experience seamless
support, expert guidance,
and true partnership.

| FEATURE | MICROSOFT DIRECT | MICROSOFT EA | MICROSOFT CSP |
|--------------------------------|--|---|--|
| Billing | Annual commitments with limited flexibility | Multi-year contract with upfront or annual payments | Monthly, annual, or usage-based billing with cost optimization |
| Support | Standard Microsoft support with long wait times for resolution | Premier support (at an additional cost) | 24x7x365 expert support with fast response and resolution time |
| License Management | Self-managed, increasing the risk of overpaying | Locked into a long-term agreement | Right-sized licensing with proactive adjustments |
| Cost Optimization | No built-in optimization | Volume discounts with rigid terms | Regular cloud cost optimization and usage reviews to eliminate waste |
| Migration and Setup | Self-service only | Requires contract renegotiation | Guided planning, setup, migration, management, and support |
| Security and Compliance | Self-managed and complex to navigate | Compliance tools available | Built-in security best practices and compliance support |

Xerox IT Solutions Expansion

SOFTWARE AS A SERVICE



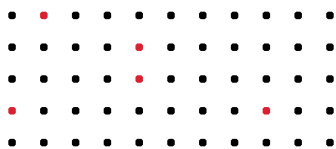
MODERN INFRASTRUCTURE



ENDPOINTS



NETWORKING/NETWORK SECURITY



Xerox® Robotic Process Automation Service

PUT MUNDANE, REPETITIVE TASKS ON AUTOPILOT.

Time is money — that's why every minute counts. Workflows that rely solely on paper and people demand the ease of Robotic Process Automation (RPA). By **automating manual tasks across business processes**, Robotic Process Automation lets you do more in less time and with fewer resources.

It doesn't matter what size your business is, or what industry you're in. If you have processes, we have bots to automate them. And getting started is easy. We can help you create a made-to-fit solution that makes your business smarter, safer and stronger.



Ready to Go

Hit the ground running with an extensive pre-loaded catalog for SMBs.



Fast Deployment

5–8 weeks for most implementations and hosted on Xerox cloud or on-premise.



Full Service Offer

Single provider one-stop-bot-shop designed for SMBs.



ROI Calculator

See your savings. Input costs and hours spent on tasks and check ROI with the bot.



Simplified Pricing

Annual license fee per bot tailored to your business needs.



Operational Efficiency

Cost savings of up to 30% and invaluable time savings that boost productivity.

PAPERCUT

Xerox® ConnectKey® Copiers and Printers

**CLOUD CONNECTED,
APP ENABLED PRINTERS
AND COPIERS.**

Give your team the power to collaborate and integrate everyday processes into existing apps and services with ConnectKey Copiers and Printers.

ConnectKey Technology is **transforming the experience of how people work**. It gives them the freedom to solve problems, be more sustainable and productive and take on new challenges. As a proven technology solution, ConnectKey helps collaborators communicate, connect and work from anywhere.

Discover the **unmatched versatility** that is built into every Xerox® ConnectKey Copier, Printer and Multifunctional Device.

Five Xerox® ConnectKey® Technology Attributes

- Intuitive User Experience
- Mobile and Cloud Ready
- Comprehensive Security
- Enables Managed Print Services
- Gateway to New Possibilities

Xerox® Managed Print Services

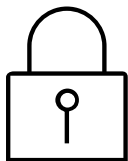
UNMATCHED COMMERCIAL PRINTING SOLUTIONS FOR ANY BUSINESS.

Xerox® Managed Print Services goes above and beyond by including comprehensive security, analytics, digitization, and cloud technologies and software to deliver a more seamless work experience across paper and digital platforms.

Create the synergy your workplace needs to succeed in today's rapidly evolving environment by going beyond managed print services with a solution-driven comprehensive analysis of all your workflows to identify bottlenecks and find opportunities to digitize and automate processes.



How Can Managed Print Services Transform Your Office?



Security

Comprehensive security built in and Xerox® ConnectKey® Technology



Cloud and Mobility

Scalable, low-touch IT infrastructure and advanced capabilities and solutions



Analytics

Insight and data for a more connected and intelligent workplace



Digital Transformation

Optimize and automate processes for seamless collaboration and increases productivity

Xerox Production Printing

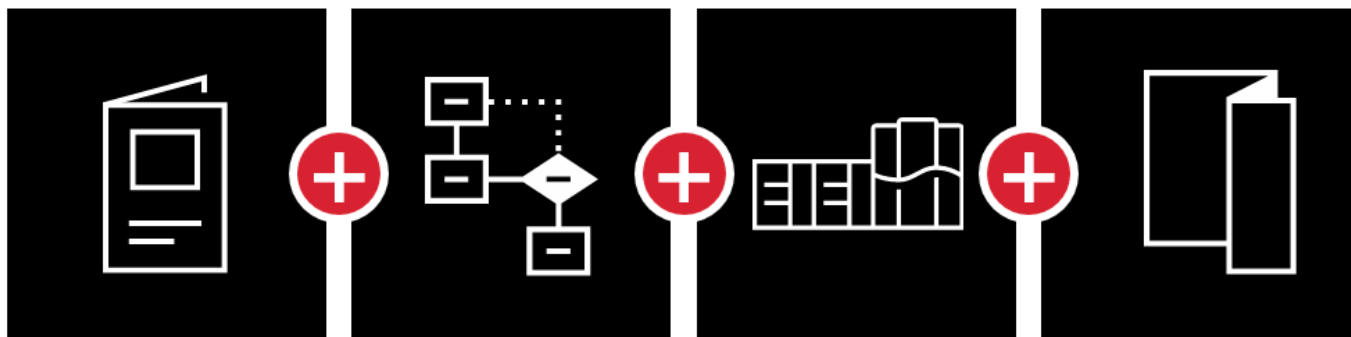
UNMATCHED COMMERCIAL PRINTING SOLUTIONS FOR ANY BUSINESS.

Dream it, then print it. Xerox Production Printing delivers unmatched image quality and automation while opening doors to new revenue streams with the ability to print on packaging and utilize gold, silver, white and clear inks with CMYK+ technology.

Production technology can help **deliver the brilliant color and quality your customers expect**. The unique capabilities of Xerox digital printing solutions can help you captivate and meet the changing needs of your customers.



← AUTOMATED, INTEGRATED WORKFLOW →



**Personalization
to Create It**

**Workflow to
Manage It**

**Technology to
Produce It**

**Finishing to
Fulfill It**

AN EFFICIENT END-TO-END SOLUTION

Xerox Workplace Cloud

Xerox Workplace Cloud delivers authentication, print management, cost control and mobility workflows. This platform is ideal for accounts that want to reduce local network infrastructure or manage printers across multiple locations and networks. It is easy to set up and use, and because it is hosted in the cloud, all updates and patches are managed by Xerox. This frees up your IT resources, while maintaining the maximum security aspects you would expect.

Print Management and Cost Control

Our Pull printing feature allows jobs to be printed only when needed, when the user authenticates at the printer. Supporting both Xerox and non-Xerox printers alike. Our seamless integration with ConnectKey user screens allow job settings to be changed, deleted or edited before printing — saving on costly wasted prints.

Authentication and Access Control

Authentication options are compatible with a wide range of industry-standard secure readers and cards. Chose card, cardless, or even mobile device-based authentication using NFC, the Xerox® Print Portal App and a QR code to unlock devices. Use essential print rules to take control of costs and restrict access to devices/features at the user/group level.

Single sign-on (SSO) capability to any SSO enabled service on your printer — such as cloud connector apps and more. Conveniently authenticate at the printer once with your card badge, mobile device or credentials and then securely access all your MFP SSO enabled apps without having to perform any additional, time consuming log-in steps.

Content Security

Authentication to control secure access to the printer and your networked systems, using a wide range of authentication methods including card ID and mobile device authentication.

A simplified secure single sign-on (SSO) experience to access your back end systems while avoiding time consuming log in step.

Administrators can closely monitor printing across the organization with consolidated fleet reporting and accounting capabilities. An at-a-glance dashboard provides rapid insights into print activity and status. The ability to see top users by departments or usage mode helps administrators take control of costs.

Mobile Printing

Make printing from mobile devices flexible and easy. Send print jobs from Windows OS devices, Google Chromebooks, Mac OS, Linux, and mobile app printing for iOS, Android and Windows Surface tablets. With a traditional pull/follow printing workflow, send jobs to a single queue for release and retrieve when ready.

The Xerox IT Advantage

It is easy to set up and use, and because it is hosted in the cloud, all updates and patches are managed by Xerox. This frees up your IT resources, allowing them to concentrate on your core business.

No more concerns about managing applications for specific mobile devices. Now you have more choices to print where and when you want.

No need to manage unique drivers for all different print devices in your organization.

Low IT footprint, reducing servers and resources to manage them.

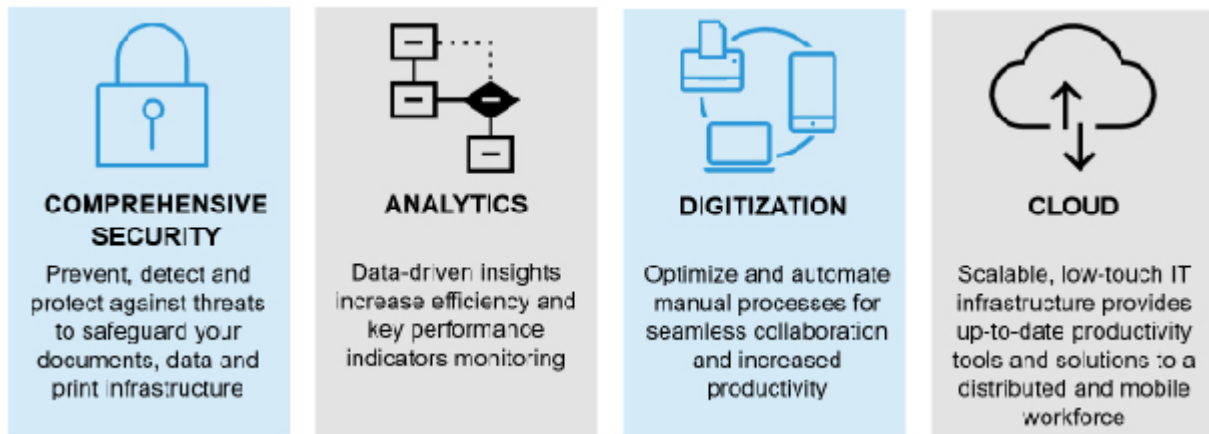
Intelligent Workplace Services

Intelligent Workplace Services

Imagine a work environment where employees work more productively using apps, paper documents become digital content, and your print infrastructure is optimized for maximum up-time, efficiency and security.

Intelligent Workplace Services transcends the traditional Managed Print Services model by using Xerox's world-class portfolio of analytics, cloud, digitalization, and ConnectKey technologies to design more efficient work environments.

We help you harness the power of your data through analytics to help your workplace be more efficient, your employees more productive, and your data more secure.



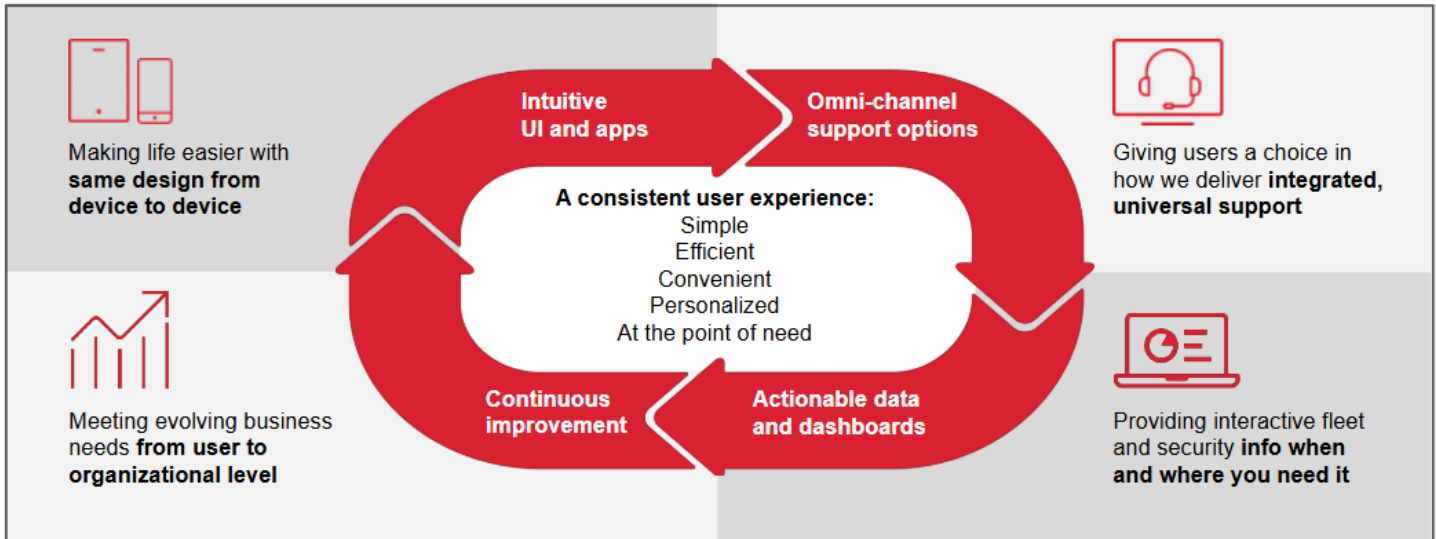
Intelligent Workplace Services utilizes proven methodology to allow for continuous improvement through the following channels:

- Assess and Optimize
- Secure and Integrate
- Automate and Simplify
- Manage and Review

Xerox Intelligent Workplace Services ensure a productive, secure and efficient workplace that can adapt to the rapidly changing needs of business.

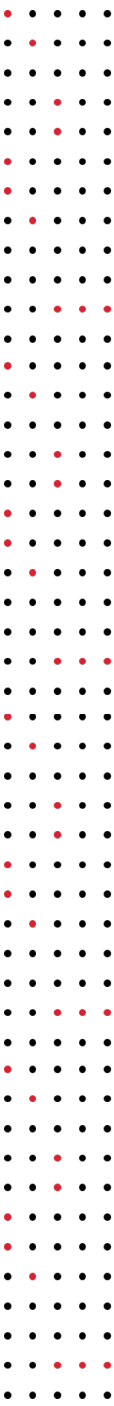
Xerox® Intelligent Workplace Services:

Balancing consistency and continuous improvement



- Differentiated UI & apps offer a common user interface across your entire fleet. We offer productivity apps that make your users more productive, and a secure experience that is still easy to use. By implementing a consistent design from device to device, we make our users lives easier.
- Omni-channel support options that blend global expertise with a local feel. We offer a worldwide, synchronized support infrastructure that can connect directly to your organization's help desk. No matter how your users choose to engage with us, we give them a convenient, universal, reliability designed experience.
- Actionable data & dashboards that provide interactive insight into your organization's security, fleet management, and service needs. We gather, interpret, and share your data with you in a form that's easy to use and easy to learn from, no matter when or where you need it.
- Continuous improvement—because your organization's continued growth, optimization, and digital transformation is the Xerox Services mission. We work with you to stay ahead of your changing business needs—both at a user level, through an ever-growing gallery of personal productivity apps, and at an organizational level through quarterly business reviews, workflow analytics, and ongoing enhancements.

RFP Required Forms



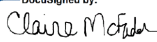
Form D: Iran Business Relationship Affidavit.

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

| | |
|-------------------------------|-------------------------------|
| Vendor | |
| Legal Name | Xerox Business Solutions, LLC |
| Street Address | 401 Merritt 7 |
| City | Norwalk |
| State | CT |
| Zip | 06851 |
| Corporate I.D. Number / State | JB4NTVR9XMN4/CT |
| Taxpayer I.D. # | 16-0468020 |

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Charter Township of Ypsilanti.

I have reviewed the terms and conditions and insurance requirements prior to submitting this bid solicitation.

DocuSigned by:

 2BFEA8E03EA245B...

 Signature

Assistant Treasurer

 Title

 Xerox Business Solutions, LLC

Company

 4/24/2026

Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

xerox

Business Solutions

OTHER BUSINESS

PUBLIC COMMENTS

- **Three Minutes Per Person**
- **All Comments must be addressed to the Chair**
- **Public Comments are also welcomed as the board addresses each item**

BOARD MEMBER COMMENTS

ADJOURNMENT
