

**TYRONE TOWNSHIP  
REGULAR BOARD MEETING AGENDA  
NOVEMBER 21, 2023 - 7:00 P.M.  
(810) 629-8631**

**CALL TO ORDER – PLEDGE OF ALLEGIANCE – 7:00 P.M.**

**ROLL CALL**

**APPROVAL OF AGENDA – OR CHANGES**

**APPROVAL OF CONSENT AGENDA**

1. Regular Board Meeting Minutes – October 17, 2023
2. Treasurer’s Report – October 31, 2023
3. Clerk’s Warrants and Bills – November 15, 2023

**COMMUNICATION**

1. Livingston County Sheriff Report – October 31, 2023

**PUBLIC REMARKS**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

1. DMN Shared Private Driveway Modified Turnaround
2. Request to sign engagement letter with solar legal specialist Foster Swift.
3. Tyrone Four Consent Judgment.
4. Request to RFP for IT services.
5. Resolution to Authorize Negotiating for Summer Tax Collection with Schools.
6. Resolution to establish the early voting location.
7. Approval of 2024 sewer rates.

**MISCELLANEOUS BUSINESS**

**PUBLIC REMARKS**

**CLOSED SESSION** To discuss written correspondence from attorney.

**ADJOURNMENT**

\* \* \* \* \*

**Supervisor Mike Cunningham**

**Clerk Pam Moughler**

Please note: Anyone wishing to address the Township Board may do so during Public Remarks. The Tyrone Township Board of Trustees has established a policy limiting the time a person may address the Township Board at a regular or at a special meeting during the Public Remarks section of the agenda to three minutes. The Board reserves the right to place an issue under the New Business section of the agenda if additional discussion is warranted or to respond later either verbally or in writing through an appropriately appointed Township Official. Individuals with disabilities requiring auxiliary aids or services should contact the Tyrone Township Clerk at (810) 629-8631 at least seven days prior to the meeting.

# CONSENT AGENDA

1. Regular Board Meeting Minutes – October 17, 2023
2. Treasurer's Report – October 31, 2023
3. Clerk's Warrants and Bills – November 15, 2023

**TYRONE TOWNSHIP  
REGULAR BOARD MEETING  
APPROVED MINUTES – OCTOBER 17, 2023 – PAGE 1**

**CALL TO ORDER**

Supervisor Cunningham called the meeting of the Tyrone Township Board to order with the Pledge of Allegiance on October 17, 2023 at 7:00 p.m. at the Tyrone Township Hall.

**ROLL CALL**

Present: Supervisor Mike Cunningham, Clerk Pam Moughler, Treasurer Jennifer Eden, Trustees Herman Ferguson, Kurt Schulze, David Walker, and Zach Tucker (arrived at 7:01).

**APPROVAL OF AGENDA – OR CHANGES**

Trustee Walker moved to approve the agenda as amended. (Trustee Ferguson seconded.) The motion carried; all ayes.

The amendments were as follows:

*Added:* Approval to distribute the draft Master Plan to neighboring communities for review.

*Added:* Request of Supervisor to seek attorney who specializes in solar regulations.

**APPROVAL OF CONSENT AGENDA**

**Regular Board Meeting Minutes – October 3, 2023**

**Treasurer’s Report – September 30, 2023**

**Clerk’s Warrants and Bills – October 11, 2023**

Trustee Walker moved to approve the consent agenda as presented. (Trustee Ferguson seconded.) The motion carried; all ayes.

**COMMUNICATIONS**

**1. Livingston County Sheriff Report – September 30, 2023**

Trustee Tucker moved to receive and place on file Communication #1 as presented. (Trustee Schulze seconded.) The motion carried; all ayes.

**PUBLIC REMARKS**

Comments were made the historic town house, the township hall septic field, and transparency.

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

**1. Chief Cairnduff debriefing of chemical truck accident.**

Chief Cairnduff of the City of Fenton Fire Department came in to debrief the board of the chemical truck accident on US-23 in September. The driver, who fell asleep, rolled the truck containing Oleum into a ditch. Chief Cairnduff summarized what the different emergency hazard teams performed to safely move the truck and its contents. No motion was made.

**TYRONE TOWNSHIP  
REGULAR BOARD MEETING  
APPROVED MINUTES – OCTOBER 17, 2023 – PAGE 2**

**2. Budget amendment for the prepay of Orchard Park Drain assessment.**

Trustee Schulze moved to approve the budget amendment of \$225,000 to prepay the Orchard Park Drain assessment. (Trustee Tucker seconded.) The motion carried; all ayes.

**3. Brush hog service for septic field and line.**

Trustee Walker moved to accept the quote of \$1,743.37 to brush clear the township hall septic field and line. (Trustee Ferguson seconded.) The motion carried; all ayes.

**4. Planning Commission appointments.**

Trustee Ferguson moved to approve the Supervisor's reappointment of Jon Ward and Bill Wood to the Planning Commission each for a three-year term. The term expires August 31, 2026. (Trustee Walker seconded.) The motion carried; all ayes.

**5. Zoning Board of Appeals appointment.**

Trustee Ferguson moved to approve the Supervisor's reappointment of Don Bunka to the Zoning Board of Appeals for a three-year term. The term expires August 31, 2026. (Trustee Schulze seconded.) The motion carried; all ayes.

**6. Holiday office schedule.**

Trustee Ferguson moved to approve the office holiday schedule as presented. (Trustee Walker seconded.) The motion carried; all ayes.

**7. Resolution to distribute the draft Master Plan.**

RESOLUTION #231002  
TYRONE TOWNSHIP, LIVINGSTON COUNTY  
DISTRIBUTION OF THE DRAFT MASTER PLAN

To distribute the draft Master Plan to contiguous communities and utility companies as required per MCL 125.3841 for review and to receive comments.

RESOLVED BY: Trustee Ferguson  
SUPPORTED BY: Trustee Walker

**TYRONE TOWNSHIP  
REGULAR BOARD MEETING  
APPROVED MINUTES – OCTOBER 17, 2023 – PAGE 3**

VOTE: Tucker, yes; Schulze, yes; Eden, yes; Cunningham, yes; Walker, yes; Ferguson, yes; Moughler, yes.

ADOPTION DATE: October 17, 2023

**CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on October 17, 2023, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.



\_\_\_\_\_  
Pamela Moughler  
Township Clerk

**8. Request to seek an attorney who specializes in solar regulations.**

Trustee Walker moved to authorize the Supervisor to seek an attorney who specializes in solar regulations. (Trustee Schulze seconded.) The motion carried; all ayes.

**MISCELLANEOUS BUSINESS**

None.

**PUBLIC REMARKS**

General comments and questions were made.

**ADJOURNMENT**

Trustee Schulze moved to adjourn. (Trustee Tucker seconded.) The motion carried; all ayes. The meeting adjourned at 7:55 p.m.

**TYRONE TOWNSHIP TREASURER'S REPORT**

TD

Period ending October, 2023

TOWNSHIP FUNDS	Interest Ckg	INVESTMENTS ICS	Int Rate	MICHIGAN CLASS	Int Rate Monthly AVG.	FLG PEG CD matures 8/9/23	Int rate	Grand Totals Each Fund
General 101	\$497,228.50	\$ 5,320,853.34	2.99%					\$ 5,818,081.84
Tech Fund 141	\$51,781.85	\$ 5,000.00	2.99%					\$56,781.85
Building & Site 145	\$133,084.17	\$ 107,500.00	2.99%					\$240,584.17
Parks/Recreation 208	\$5,934.23		0.40%					\$5,934.23
Liquor Control 212			0.40%					\$0.00
Road 245	\$24,447.78	\$ 194,224.80	2.22%	\$278,117.30	4.85%			\$ 496,789.88
Revolving 246	\$24,966.26	\$ 97,500.00	0.40%	\$204,307.00	4.85%			\$ 326,773.26
Right of Way 259	\$45,899.08		0.40%					\$45,899.08
Peg 274	\$230,869.35					\$ 200,213.75	2.70%	\$431,083.10
Lk Tyrone Grant 281			0.40%					\$0.00
<b>Special Assessments</b>								
Jayne Hill Lts 218	\$640.51		0.40%					\$640.51
Walnut Shores Lts 219	\$691.23		0.40%					\$691.23
Shannon Glen Rubbish 225	\$2,840.56							\$2,840.56
Jayne Hill Rubbish Removal 226	\$14,265.30		0.40%					\$14,265.30
Apple Orchard Rubbish Removal 230	\$2,707.54							\$2,707.54
Great Oaks Dr 232	\$11,709.16		0.40%					\$11,709.16
Laural Springs Rubbish removal 233	\$4,277.00							\$4,277.00
Silver Lake Rubbish Removal 234	\$5,061.28							\$5,061.28
Parkin Lane Snow 238	\$15,286.64		0.40%					\$15,286.64
<b>Account Totals</b>	<b>\$1,071,690.44</b>	<b>\$ 5,725,078.14</b>		<b>\$482,424.30</b>		<b>\$ 200,213.75</b>		<b>\$ 7,479,406.63</b>
<b>Health Flex Spending 101</b>		<b>The State Bank</b>						<b>Health Flex Total</b>
FSA Account (\$10K Loan to Open)		\$ 12,639.09	0.00%					\$ 12,639.09
								\$ 12,639.09
<b>Public Safety- 205</b>								
Public Safety 205 - State Bank checking		\$ 194,062.71	0.40%					\$ 194,062.71
Public Safety 205- State Bank Savings		\$ 6,416.85	3.04%					\$ 6,416.85
Public Safety 205 - First Merchant		\$ 206,046.92	0.16%					\$ 206,046.92
Public Safety ICS- 205 State Bank		\$ 799,121.97	2.22%					\$ 799,121.97
								\$ 1,205,648.45
<b>SEWER O&amp;M CHECKING ACCT- 590</b>								
		<b>Flagstar</b>						<b>Sewer O&amp;M Total</b>
Sewer Operation and Maintenance CK (5710)		\$ 384,892.84	0.95%					\$ 384,892.84
Sewer Operation and Maintenance SV (4865)		\$ 5,101.48	3.75%					\$ 5,101.48
CIBC- O&M CD(matures 8/8/24)(6337)		\$ 167,643.23	2.55%					\$ 167,643.23
Flagstar O&M CDARS (matures 8/8/2024)(6719)		\$ 148,011.30	4.93%					\$ 148,011.30
Flagstar CD O&M (matures 8/12/2024)(4710)		\$ 150,673.14	2.70%					\$ 150,673.14
								\$ 856,321.99
<b>TYRONE TOWNSHIP SEWER 2003- 599</b>								
		<b>Flagstar/CIBC</b>						<b>Tyrone Sewer 03 Total</b>
Debt Service 599 Flagstar Bank		\$ 572,550.27	1.0%					\$ 572,550.27
Flagstar CDARS 2003 (matures 4/18/2024)(2241)		\$ 552,742.01	0.80%					\$ 552,742.01
CIBC CD 2003 (matures 3/28/24)(8551)		\$ 1,036,735.49	4.15%					\$ 1,036,735.49
Flagstar CDARS 2003 Fund Matures 3/14/2024(1142)		\$ 475,355.94	4.57%					\$ 475,355.94
								\$ 2,637,383.71
<b>TRUST &amp; AGENCY- 701</b>								
		<b>Chase</b>						<b>Trust &amp; Agency Total</b>
Township Trust and Agency 701 Savings		\$ 1,515.35	0.05%					\$ 1,515.35
Township Trust and Agency 701 Checking		\$ 31,846.17	0.00%					\$ 31,846.17
								\$ 33,361.52
<b>Road Improvements-</b>								
		<b>Flagstar</b>						<b>Road Improvement Total</b>
Parkin Lane Rd 2010 (858)		\$ 36,807.99	0.95%					\$ 36,807.99
Lake Shannon 2018 (863)		\$ 275,898.14	0.95%					\$ 275,898.14
Laurel springs (864)		\$ 47,312.07	0.95%					\$ 47,312.07
Irish Hills (865)		\$ 202,167.44	0.95%					\$ 202,167.44
CIBC- Parkin Lane CD(matures 8/8/2024) 1515		\$ 100,919.45	2.55%					\$ 100,919.45
								\$ 663,105.09
								\$ 5,408,459.85
<b>Total Township Monies</b>								<b>\$ 12,887,866.48</b>

Check Date	Bank	Check	App	Vendor	Vendor Name	Amount
Bank 001 STATE BANK COMMON ACCOUNT						
10/17/2023	001	23738	AP	AFLAC	AFLAC	1,125.16
10/17/2023	001	23739	AP	AT&T MOBIL	AT&T MOBILITY	228.53
10/17/2023	001	23740	AP	297	BLUE CROSS BLUE SHIELD OF	10,677.89
10/17/2023	001	23741	AP	12	BURNHAM & FLOWER OF MICHIGAN	22.50
10/17/2023	001	23742	AP	CHLORIDE	CHLORIDE SOLUTIONS LLC	7,001.67
10/17/2023	001	23743	AP	DOUGIES	DOUGIE'S DISPOSAL & RECYCLING	3,192.00
10/17/2023	001	23744	AP	MODERNIST	MODERNISTIC CLEANING &	489.07
10/17/2023	001	23745	AP	VOYA	VOYA INSTITUTIONAL TRUST COMPANY	1,030.00
10/17/2023	001	23746	AP	WATER TECH	WATER TECH	97.00
10/24/2023	001	23747	AP	111	BS&A SOFTWARE, INC.	1,572.00
10/24/2023	001	23748	AP	D&M SERVIC	D&M SERVICES PRO, LLC	1,743.37
10/24/2023	001	23749	AP	MIZZIPAUL	MIZZII, PAUL	400.00
10/24/2023	001	23750	AP	PRECISION	PRECISION DATA PRODUCTS	360.74
10/24/2023	001	23751	AP	RICOH LEAS	RICOH USA INC	196.28
10/31/2023	001	23752	AP	CHASE CARD	CHASE CARD SERVICE	1,868.89
10/31/2023	001	23753	AP	41	CONSUMERS ENERGY	428.61
10/31/2023	001	23754	AP	GRIFFIN	GRIFFIN PEST SOLUTIONS, INC	51.00
10/31/2023	001	23755	AP	439	REPUBLIC SERVICES#237	537.54
10/31/2023	001	23756	AP	173	STERICYCLE, INC	78.03
10/31/2023	001	23757	AP	801	TYRONE COVENANT PRESBYTERIAN	1,200.00
10/31/2023	001	23758	AP	172	VC3 INC.	124.00
10/31/2023	001	23759	AP	VOYA	VOYA INSTITUTIONAL TRUST COMPANY	280.00
11/01/2023	001	23760	AP	AFLAC	AFLAC	1,687.74
11/01/2023	001	23761	AP	871	LIVINGSTON COUNTY TREASURER	114.50
11/01/2023	001	23762	AP	872	LIVINGSTON COUNTY TREASURERS	84.00
11/14/2023	001	23763	AP	AT&T MOBIL	AT&T MOBILITY	229.43
11/14/2023	001	23764	AP	CWA	CARLISLE/WORTMAN ASSOCIATES, INC	1,990.50
11/14/2023	001	23765	AP	41	CONSUMERS ENERGY	268.29
11/14/2023	001	23766	AP	444	HARTLAND AREA CHAMBER OF	255.00
11/14/2023	001	23767	AP	IVS COMM	IVS COMM, INC.	125.00
11/14/2023	001	23768	AP	472	KCI	1,912.32
11/14/2023	001	23769	AP	RICOH USA	RICOH USA, INC.	402.63
11/14/2023	001	23770	AP	25	STAPLES ADVANTAGE	406.89
11/14/2023	001	23771	AP	131	STATE OF MICHIGAN - EGLE	171.92
11/14/2023	001	23772	AP	SUNSET	SUNSET MAINTENANCE, LLC	560.00
11/14/2023	001	23773	AP	VIEW NEWS	VIEW NEWSPAPER GROUP	721.50
11/14/2023	001	23774	AP	VOYA	VOYA INSTITUTIONAL TRUST COMPANY	280.00
11/14/2023	001	23775	AP	ZASKI	ZASKI ACCOUNTING, LLC	2,650.00

Total of 38 Checks: 44,564.00  
 Less 0 Void Checks: 0.00  
 Total of 38 Disbursements: 44,564.00

Bank 022 STATE BANK - PUBLIC SAFETY checking

10/17/2023	022	1389	AP	176	HARTLAND AREA FIRE DEPARTMENT	10,332.00
10/24/2023	022	1390	AP	16	CITY OF FENTON FIRE DEPARTMENT	13,284.00 V
10/31/2023	022	1391	AP	CHASE CARD	CHASE CARD SERVICE	58.47
10/31/2023	022	1392	AP	938	LIVINGSTON COUNTY SHERIFF'S DEPT	40,462.25
11/01/2023	022	1393	AP	19	CHARTER TOWNSHIP OF FENTON	32,472.00
11/14/2023	022	1394	AP	97	CITY OF FENTON	16,236.00
11/14/2023	022	1395	AP	121	ROSATI,SCHULTZ,JOPPICH&AMTSBUECH	294.00

Total of 7 Checks: 113,138.72  
 Less 1 Void Checks: 13,284.00  
 Total of 6 Disbursements: 99,854.72

Bank 102 SEWER O&M CHECKING 590

10/17/2023	102	490	AP	24	LIVINGSTON COUNTY DRAIN COMM.	66,297.78
10/31/2023	102	491	AP	96	TYRONE TOWNSHIP	9,171.64
10/31/2023	102	492	AP	96	TYRONE TOWNSHIP	97,832.84
11/14/2023	102	493	AP	24	LIVINGSTON COUNTY DRAIN COMM.	66,773.79

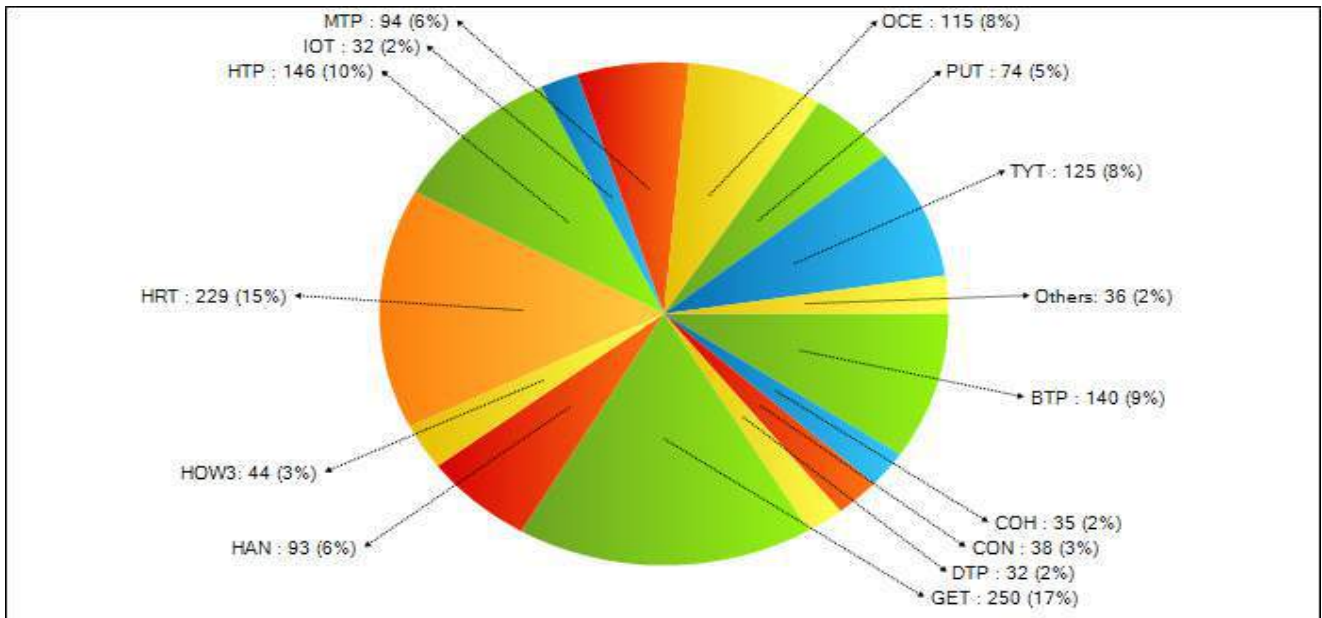
Check Date	Bank	Check	App	Vendor	Vendor Name	Amount
Total of 4 Checks:						240,076.05
Less 0 Void Checks:						0.00
Total of 4 Disbursements:						<u>240,076.05</u>
Bank 108 TAX FUND FLAGSTAR						
10/17/2023	108	3370	AP	806	FENTON SCHOOLS	5,239.02
10/17/2023	108	3371	AP	GISD	GISD	1,368.18
10/17/2023	108	3372	AP	706	HARTLAND CONSOLIDATED SCHOOLS	25.49
10/17/2023	108	3373	AP	LESA	LESA	1,746.23
10/17/2023	108	3374	AP	945	LINDEN COMMUNITY SCHOOLS	427.68
10/17/2023	108	3375	AP	871	LIVINGSTON COUNTY TREASURER	21,473.78
11/01/2023	108	3376	AP	REFUND TAX	CORELOGIC, INC	3,562.87
11/01/2023	108	3377	AP	806	FENTON SCHOOLS	2,060.36
11/01/2023	108	3378	AP	GISD	GISD	1,963.75
11/01/2023	108	3379	AP	706	HARTLAND CONSOLIDATED SCHOOLS	737.59
11/01/2023	108	3380	AP	REFUND TAX	JENNIFER HOWARD	2,299.36
11/01/2023	108	3381	AP	REFUND TAX	KABBANI NAZIHA HICHAM FAM TRUS	13.46
11/01/2023	108	3382	AP	REFUND TAX	KABBANI NAZIHA HICHAM FAM TRUST	12.77
11/01/2023	108	3383	AP	REFUND TAX	KABBANI NAZIHA HISHAM FAM TRUS	13.99
11/01/2023	108	3384	AP	LESA	LESA	418.03
11/01/2023	108	3385	AP	945	LINDEN COMMUNITY SCHOOLS	2,439.57
11/01/2023	108	3386	AP	871	LIVINGSTON COUNTY TREASURER	21,511.82
Total of 17 Checks:						65,313.95
Less 0 Void Checks:						0.00
Total of 17 Disbursements:						<u>65,313.95</u>
Bank 203 TRUST & AGENCY 701 CKG						
11/14/2023	203	2067	AP	871	LIVINGSTON COUNTY TREASURER	2,337.50
11/14/2023	203	2068	AP	96	TYRONE TOWNSHIP	467.51
Total of 2 Checks:						2,805.01
Less 0 Void Checks:						0.00
Total of 2 Disbursements:						<u>2,805.01</u>
Report Total of 68 Checks:						465,897.73
Less 1 Void Checks:						13,284.00
Report Total of 67 Disbursements:						<u>452,613.73</u>



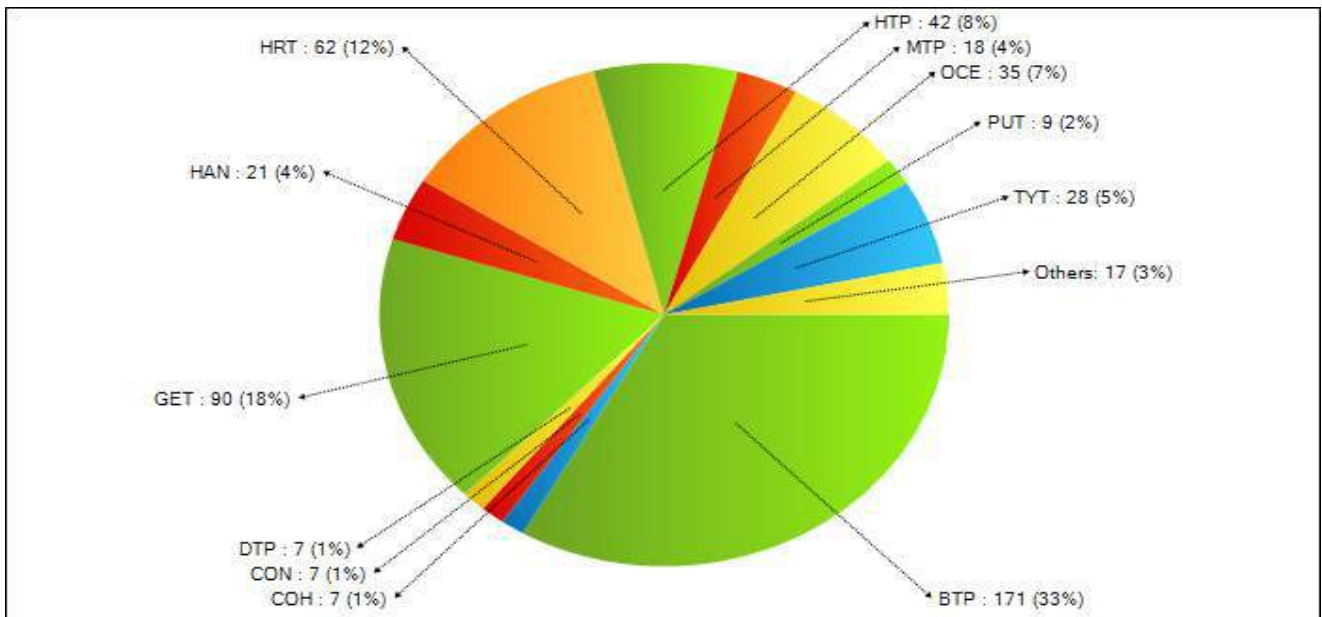
# COMMUNICATION #1

1. Livingston County Sheriff Report – October 31, 2023

**LIVINGSTON COUNTY SHERIFF'S OFFICE  
OCTOBER 2023 CALLS FOR SERVICE**



**MICHIGAN STATE POLICE  
OCTOBER 2023 CALLS FOR SERVICE**



# LIVINGSTON COUNTY SHERIFF'S OFFICE

## TYRONE TOWNSHIP OCTOBER 2023

Nature	# Events
911 HANG UP	1
ABANDONED VEHICLE	1
ALARM	6
ANIMAL COMPLAINT	8
ASSIST EMS	14
ASSIST FIRE DEPARTMENT	3
ASSIST OTHER AGENCY	4
ATV COMPLAINT	1
CARDIAC/RESPIRATORY ARREST	2
CHILD OR ADULT ABUSE/NEGLECT	1
CITIZEN ASSIST	10
CIVIL COMPLAINT	4
DISTURBANCE/TROUBLE	1
DOMESTIC VERBAL	12
FRAUD	4
GENERAL NON CRIMINAL	1
HAZARD	7
INTIMIDATION THREATS HARASSMEN	1
LARCENY	1
LOST/FOUND PROPERTY	1
MENTAL/CMH/PSYCH	2
MISSING PERSON/RUN-A-WAY	2
MOTORIST ASSIST	1
NOISE COMPLAINTS	1
PATROL INFORMATION	3
PDA	17
PERSONAL INJURY ACCIDENT	2
PIREF (REFUSE EMS)	1
SUICIDAL SUBJECT	1
SUSPICIOUS SITUATION	5
TREE HAZARD	1
UNKNOWN ACCIDENT	1
WAR ATT/SEARCH	1
WELFARE CHECK	4
<b>TOTAL:</b>	<b>125</b>

## **TYRONE TOWNSHIP**

<b><u>MONTH</u></b>	<b><u>CALLS FOR SERVICE</u></b>	<b><u>TICKETS WRITTEN</u></b>	<b><u>ARRESTS</u></b>
JANUARY	118	21	0
FEBRUARY	84	14	1
MARCH	120	26	2
APRIL	122	10	4
MAY	138	17	2
JUNE	130	17	1
JULY	128	33	1
AUGUST	132	37	1
SEPTEMBER	108	20	3
OCTOBER	125	19	0
NOVEMBER			
DECEMBER			
YTD TOTALS:	1205	214	15

**BRIGHTON****COHOCTAH****CONWAY****DEERFIELD****CALLS FOR SERVICE****CALLS FOR SERVICE****CALLS FOR SERVICE****CALLS FOR SERVICE**

JANUARY	117	JANUARY	31	JANUARY	23	JANUARY	36
FEBRUARY	104	FEBRUARY	31	FEBRUARY	12	FEBRUARY	33
MARCH	129	MARCH	31	MARCH	21	MARCH	24
APRIL	111	APRIL	31	APRIL	25	APRIL	31
MAY	160	MAY	39	MAY	19	MAY	44
JUNE	94	JUNE	46	JUNE	21	JUNE	30
JULY	130	JULY	33	JULY	12	JULY	36
AUGUST	110	AUGUST	46	AUGUST	22	AUGUST	39
SEPTEMBER	121	SEPTEMBER	28	SEPTEMBER	32	SEPTEMBER	31
OCTOBER	140	OCTOBER	35	OCTOBER	38	OCTOBER	32
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0	DECEMBER	0
<b>YTD TOTAL:</b>	<b>1216</b>	<b>351</b>		<b>225</b>		<b>336</b>	

**TICKETS WRITTEN****TICKETS WRITTEN****TICKETS WRITTEN****TICKETS WRITTEN**

JANUARY	37	JANUARY	1	JANUARY	1	JANUARY	3
FEBRUARY	36	FEBRUARY	4	FEBRUARY	2	FEBRUARY	2
MARCH	44	MARCH	3	MARCH	3	MARCH	8
APRIL	23	APRIL	0	APRIL	0	APRIL	1
MAY	39	MAY	1	MAY	1	MAY	5
JUNE	14	JUNE	2	JUNE	2	JUNE	3
JULY	40	JULY	2	JULY	0	JULY	2
AUGUST	35	AUGUST	8	AUGUST	1	AUGUST	1
SEPTEMBER	17	SEPTEMBER	3	SEPTEMBER	1	SEPTEMBER	1
OCTOBER	24	OCTOBER	4	OCTOBER	2	OCTOBER	2
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0	DECEMBER	0
<b>YTD TOTAL:</b>	<b>309</b>	<b>28</b>		<b>13</b>		<b>28</b>	

**ARRESTS****ARRESTS****ARRESTS****ARRESTS**

JANUARY	1	JANUARY	2	JANUARY	0	JANUARY	0
FEBRUARY	2	FEBRUARY	1	FEBRUARY	0	FEBRUARY	0
MARCH	5	MARCH	0	MARCH	0	MARCH	1
APRIL	0	APRIL	0	APRIL	0	APRIL	0
MAY	7	MAY	1	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0	JUNE	3
JULY	1	JULY	0	JULY	0	JULY	1
AUGUST	1	AUGUST	0	AUGUST	0	AUGUST	2
SEPTEMBER	1	SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	1	OCTOBER	1	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0	DECEMBER	0
<b>YTD TOTAL:</b>	<b>19</b>	<b>5</b>		<b>0</b>		<b>7</b>	

**GENOA****HANDY****HARTLAND****CALLS FOR SERVICE****CALLS FOR SERVICE****CALLS FOR SERVICE**

JANUARY	232	JANUARY	64	JANUARY	215
FEBRUARY	183	FEBRUARY	46	FEBRUARY	170
MARCH	244	MARCH	63	MARCH	223
APRIL	224	APRIL	58	APRIL	202
MAY	296	MAY	67	MAY	184
JUNE	256	JUNE	79	JUNE	222
JULY	286	JULY	73	JULY	218
AUGUST	234	AUGUST	51	AUGUST	20
SEPTEMBER	250	SEPTEMBER	68	SEPTEMBER	229
OCTOBER	250	OCTOBER	93	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>2455</b>		<b>662</b>		<b>1683</b>

**TICKETS WRITTEN****TICKETS WRITTEN****TICKETS WRITTEN**

JANUARY	72	JANUARY	27	JANUARY	45
FEBRUARY	61	FEBRUARY	13	FEBRUARY	33
MARCH	67	MARCH	14	MARCH	39
APRIL	49	APRIL	9	APRIL	51
MAY	78	MAY	20	MAY	36
JUNE	46	JUNE	10	JUNE	31
JULY	81	JULY	23	JULY	51
AUGUST	77	AUGUST	25	AUGUST	19
SEPTEMBER	19	SEPTEMBER	14	SEPTEMBER	40
OCTOBER	40	OCTOBER	8	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>590</b>		<b>163</b>		<b>345</b>

**ARRESTS****ARRESTS****ARRESTS**

JANUARY	4	JANUARY	5	JANUARY	0
FEBRUARY	5	FEBRUARY	3	FEBRUARY	0
MARCH	5	MARCH	1	MARCH	5
APRIL	3	APRIL	1	APRIL	3
MAY	9	MAY	0	MAY	1
JUNE	7	JUNE	0	JUNE	1
JULY	4	JULY	0	JULY	0
AUGUST	6	AUGUST	2	AUGUST	0
SEPTEMBER	4	SEPTEMBER	2	SEPTEMBER	4
OCTOBER	4	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>51</b>		<b>14</b>		<b>14</b>

**HOWELL****IOSCO****MARION****CALLS FOR SERVICE****CALLS FOR SERVICE****CALLS FOR SERVICE**

JANUARY	129	JANUARY	26	JANUARY	54
FEBRUARY	111	FEBRUARY	36	FEBRUARY	70
MARCH	117	MARCH	42	MARCH	71
APRIL	108	APRIL	29	APRIL	71
MAY	137	MAY	35	MAY	85
JUNE	139	JUNE	25	JUNE	79
JULY	127	JULY	36	JULY	73
AUGUST	128	AUGUST	37	AUGUST	67
SEPTEMBER	111	SEPTEMBER	27	SEPTEMBER	84
OCTOBER	146	OCTOBER	32	OCTOBER	94
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>1253</b>		<b>325</b>		<b>748</b>

**TICKETS WRITTEN****TICKETS WRITTEN****TICKETS WRITTEN**

JANUARY	61	JANUARY	7	JANUARY	13
FEBRUARY	69	FEBRUARY	6	FEBRUARY	14
MARCH	42	MARCH	2	MARCH	14
APRIL	48	APRIL	4	APRIL	7
MAY	56	MAY	10	MAY	12
JUNE	31	JUNE	6	JUNE	4
JULY	95	JULY	1	JULY	8
AUGUST	53	AUGUST	1	AUGUST	10
SEPTEMBER	30	SEPTEMBER	9	SEPTEMBER	4
OCTOBER	47	OCTOBER	5	OCTOBER	12
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>532</b>		<b>51</b>		<b>98</b>

**ARRESTS****ARRESTS****ARRESTS**

JANUARY	7	JANUARY	1	JANUARY	2
FEBRUARY	6	FEBRUARY	2	FEBRUARY	4
MARCH	2	MARCH	2	MARCH	0
APRIL	3	APRIL	2	APRIL	3
MAY	3	MAY	1	MAY	1
JUNE	4	JUNE	0	JUNE	2
JULY	4	JULY	0	JULY	4
AUGUST	0	AUGUST	1	AUGUST	1
SEPTEMBER	1	SEPTEMBER	1	SEPTEMBER	3
OCTOBER	5	OCTOBER	1	OCTOBER	1
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>35</b>		<b>11</b>		<b>21</b>

**OCEOLA****PUTNAM****TYRONE****CALLS FOR SERVICE****CALLS FOR SERVICE****CALLS FOR SERVICE**

JANUARY	73	JANUARY	61	JANUARY	118
FEBRUARY	77	FEBRUARY	64	FEBRUARY	84
MARCH	81	MARCH	58	MARCH	120
APRIL	97	APRIL	61	APRIL	122
MAY	107	MAY	64	MAY	138
JUNE	103	JUNE	83	JUNE	130
JULY	116	JULY	74	JULY	128
AUGUST	108	AUGUST	74	AUGUST	132
SEPTEMBER	112	SEPTEMBER	69	SEPTEMBER	108
OCTOBER	115	OCTOBER	74	OCTOBER	125
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>989</b>		<b>682</b>		<b>1205</b>

**TICKETS WRITTEN****TICKETS WRITTEN****TICKETS WRITTEN**

JANUARY	22	JANUARY	2	JANUARY	21
FEBRUARY	21	FEBRUARY	1	FEBRUARY	14
MARCH	22	MARCH	5	MARCH	26
APRIL	21	APRIL	3	APRIL	10
MAY	20	MAY	9	MAY	17
JUNE	19	JUNE	10	JUNE	17
JULY	27	JULY	2	JULY	33
AUGUST	14	AUGUST	8	AUGUST	37
SEPTEMBER	21	SEPTEMBER	13	SEPTEMBER	20
OCTOBER	36	OCTOBER	8	OCTOBER	19
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>223</b>		<b>61</b>		<b>214</b>

**ARRESTS****ARRESTS****ARRESTS**

JANUARY	0	JANUARY	2	JANUARY	0
FEBRUARY	6	FEBRUARY	2	FEBRUARY	1
MARCH	0	MARCH	1	MARCH	2
APRIL	5	APRIL	1	APRIL	4
MAY	2	MAY	2	MAY	2
JUNE	0	JUNE	2	JUNE	1
JULY	0	JULY	0	JULY	1
AUGUST	2	AUGUST	2	AUGUST	1
SEPTEMBER	1	SEPTEMBER	1	SEPTEMBER	3
OCTOBER	4	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	<b>20</b>		<b>13</b>		<b>15</b>



<u>TOWNSHIP</u>	NUMBER OF CALLS <u>3:00PM - 11:00PM</u>	RESPONSE TIME CONTRACT TIME <u>3:00PM - 11:00PM</u>	NUMBER OF CALLS <u>11:00PM - 3:00PM</u>	RESPONSE TIME NON CONTRACT TIME <u>11:00PM - 3:00PM</u>	<u>TOTAL</u>
BRIGHTON	64	35:52	76	38:25	140
COHOCTAH	16	31:16	19	30:44	35
CONWAY	20	1:04:13	18	58:18	38
DEERFIELD	13	36:53	19	31:45	32
GENOA	102	30:15	148	31:35	250
HANDY	33	54:14	60	24:12	93
HARTLAND	95	27:31	134	29:28	229
HOWELL	61	31:04	85	29:26	146
IOSCO	14	30:01	18	37:22	32
MARION	42	35:09	52	26:44	94
OCEOLA	43	29:40	72	31:46	115
PUTNAM	36	29:10	38	48:45	74
TYRONE	87	18:27	38	34:11	125

# **NEW BUSINESS #1**

DMN Shared Private Driveway Modified Turnaround

Dear Township Board Members:

During our meeting on November 14, 2023, a review was held regarding a request by DMN Properties for a Shared Private Driveway Modified Turnaround which was a Minor Change to an Approved Site Plan. Commissioner Steve Krause made a motion to recommend Township Board approval of the proposed minor change to the approved site plan for the DMN shared private driveway site plan (modified turnaround) as depicted in the Boss Engineering plans dated 10/27/2023 (Job # 20-012) with the condition that the conditions of the Hartland Deerfield Fire Authority review letter dated 11/07/2023 are complied with (No parking signs to be installed throughout the cul-de-sac). Kurt Schulze supported the motion. Motion carried by unanimous voice vote.

Respectfully,

*Rich Erickson*

Rich Erickson

Chairman, Planning Commission





HARTLAND DEERFIELD FIRE AUTHORITY  
**HARTLAND AREA FIRE DEPT.**

3205 Hartland Road  
Hartland, MI. 48353-1825

Voice: (810) 632-7676  
E-Mail: firemarshal@hartlandareafire.com

November 7, 2023

To: Tyrone Township

Re: Residential Development Adjacent to Shannon Glen

This review and the following comments are upon the Residential Development Adjacent to Shannon Glen Site Plan, dated 10/27/2023 and a project name of DMN Properties Shared Drives.

Regarding the cul-de-sac, the proposed plan is acceptable by Hartland Area Fire Department. It is recommended to post no parking signs in the cul-de-sac. Being the radius and the width is a bit shorter than normal, any vehicle parked in this area will make it impossible for a fire engine to turn around.

A handwritten signature in black ink that reads 'Jon Dehanke'.

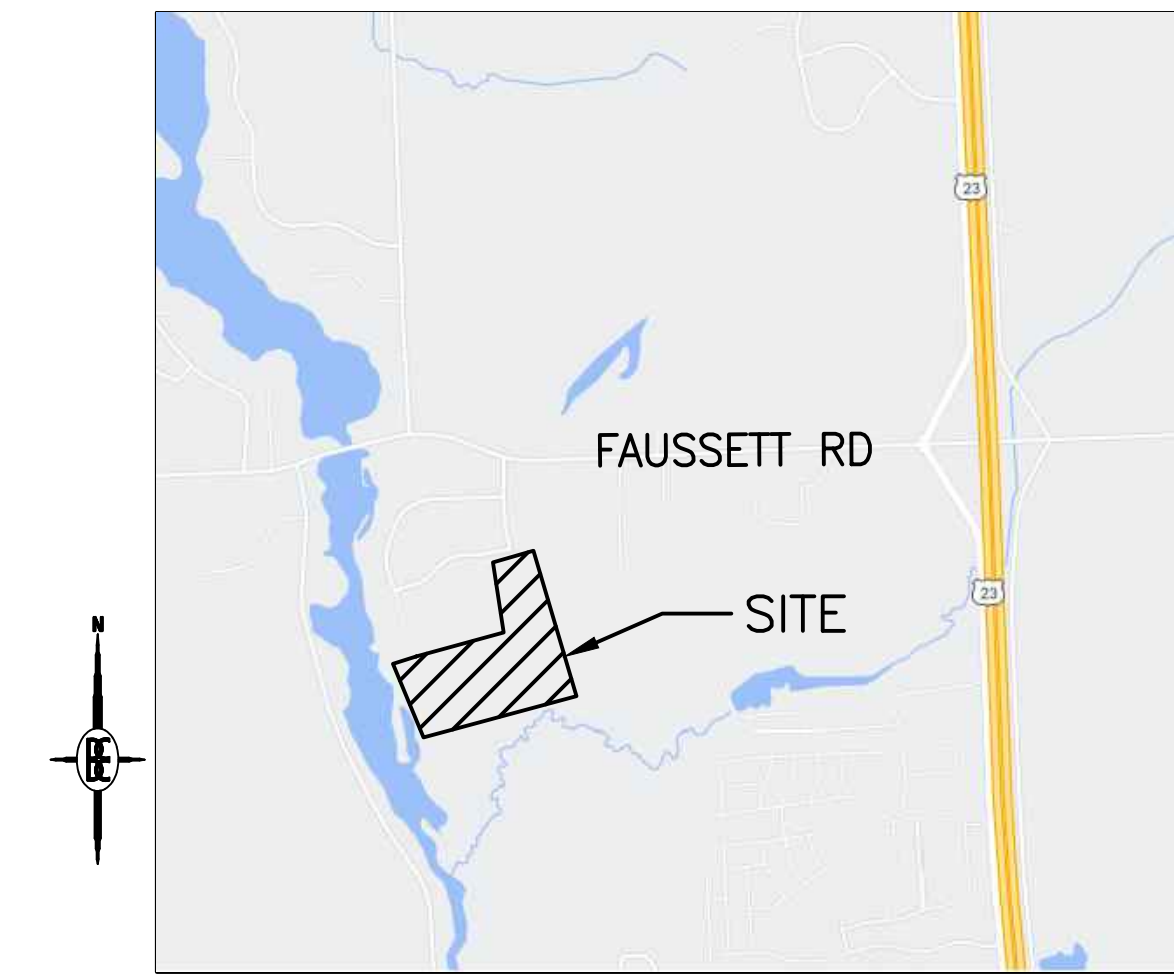
Jon Dehanke  
Captain



**PROPERTY DESCRIPTION:**

**PARCEL #4704-32-100-010, PER WARRANTY DEED, DATED OCTOBER 28, 2020, AS RECORDED IN INSTRUMENT NO. 2020R-046927, LIVINGSTON COUNTY RECORDS:**  
 Part of the Northeast 1/4 of Section 31 and Part of the Northwest 1/4 of Section 32, Town 4 North, Range 6 East, Tyrone Township, Livingston County, Michigan, more particularly described as follows: commencing at the Northwest corner of Section 32, said point also being the Northeast corner of Section 31; thence along the North line of Section 32, North 89 degrees 34 minutes 06 seconds East, 820.22 feet; thence North 00 degrees 25 minutes 54 seconds East 62.00 feet, thence along the centerline of Faussett Road (66 foot wide), South 80 degrees 38 minutes 38 seconds East 385.30 feet; thence along the North line of Section 32, North 89 degrees 34 minutes 06 seconds East, 119.07 feet (previously described as 119.10 feet); thence South 00 degrees 25 minutes 51 seconds East, 826.29 feet to the point of beginning of the parcel to be described; thence continuing South 00 degrees 25 minutes 51 seconds East, 1845.60 feet; thence South 89 degrees 52 minutes 12 seconds West, 1306.96 feet (previously described as 1306.98 feet), to the West 1/4 corner of Section 32, said point also being the East 1/4 corner of Section 31; thence along the East-West 1/4 line of said Section 31, South 89 degrees 52 minutes 12 seconds West, 212 feet, more or less to the water's edge of Lake Shannon; thence Northerly along the water's edge of Lake Shannon, 618 feet, more or less; thence continuing along the water's edge of Lake Shannon, Northerly, 177 feet, more or less, thence North 58 degrees 52 minutes 21 seconds East, 35 feet, more or less, to traverse point "C"; said point being North 31 degrees 14 minutes 32 seconds West, 169.05 feet from traverse point "C-1", said point also being North 23 degrees 26 minutes 30 seconds West, 818.85 feet (previously described as North 23 degrees 18 minutes 40 seconds West, 816.41 feet) from the East 1/4 corner of Section 31; thence continuing from traverse point "C", North 58 degrees 52 minutes 21 seconds East, 328.10 feet; thence along the cul-de-sac of Riverwalk Way along the following two (2) courses: 1) South 31 degrees 07 minutes 39 seconds East, 56.48 feet; 2) Southeasterly along an arc left, having a length of 103.64 feet, a radius of 75.00 feet, a central angle of 79 degrees 10 minutes 16 seconds, and a long chord which bears South 70 degrees 42 minutes 47 seconds East, 95.59 feet; thence continuing along the cul-de-sac the following two (2) courses: 1) Northerly along an arc left, having a length of 224.73 feet, a radius of 75.00 feet, a central angle of 171 degrees 40 minutes 53 seconds, and a long chord which bears North 16 degrees 08 minutes 21 seconds West, 149.61 feet; 2) Northwesterly along an arc right, having a length of 61.83 feet, a radius of 50.00 feet, a central angle of 70 degrees 51 minutes 09 seconds, and a long chord which bears North 66 degrees 13 seconds West, 57.97 feet; thence North 54 degrees 03 minutes 13 seconds East, 343.26 feet; thence due East, 130.00 feet; thence North 28 degrees 10 minutes 35 seconds East, 422.09 feet; thence North 00 degrees 25 minutes 54 seconds East, 247.84 feet; thence Easterly along an arc left, having a length of 151.46 feet, a radius of 1045.00 feet, a central angle of 08 degrees 18 minutes 15 seconds, and a long chord which bears North 82 degrees 30 minutes 54 seconds East, 151.33 feet; thence North 78 degrees 21 minutes 46 seconds East, 76.16 feet; thence Southerly along an arc right, having a length of 12.57 feet, a radius of 8.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, and a long chord which bears South 56 degrees 38 minutes 14 seconds East, 11.31 feet; thence South 11 degrees 38 minutes 14 seconds East, 10.00 feet; thence North 78 degrees 21 minutes 46 seconds East, 90.00 feet; thence North 11 degrees 38 minutes 14 seconds West, 38.92 feet; thence South 89 degrees 52 minutes 06 seconds East 356.69 feet to the point of beginning.

# CONSTRUCTION PLANS FOR DMN PROPERTIES LLC NE 1/4 SECTION 31 & W 1/4 SECTION 32 TYRONE TOWNSHIP, LIVINGSTON COUNTY, MI

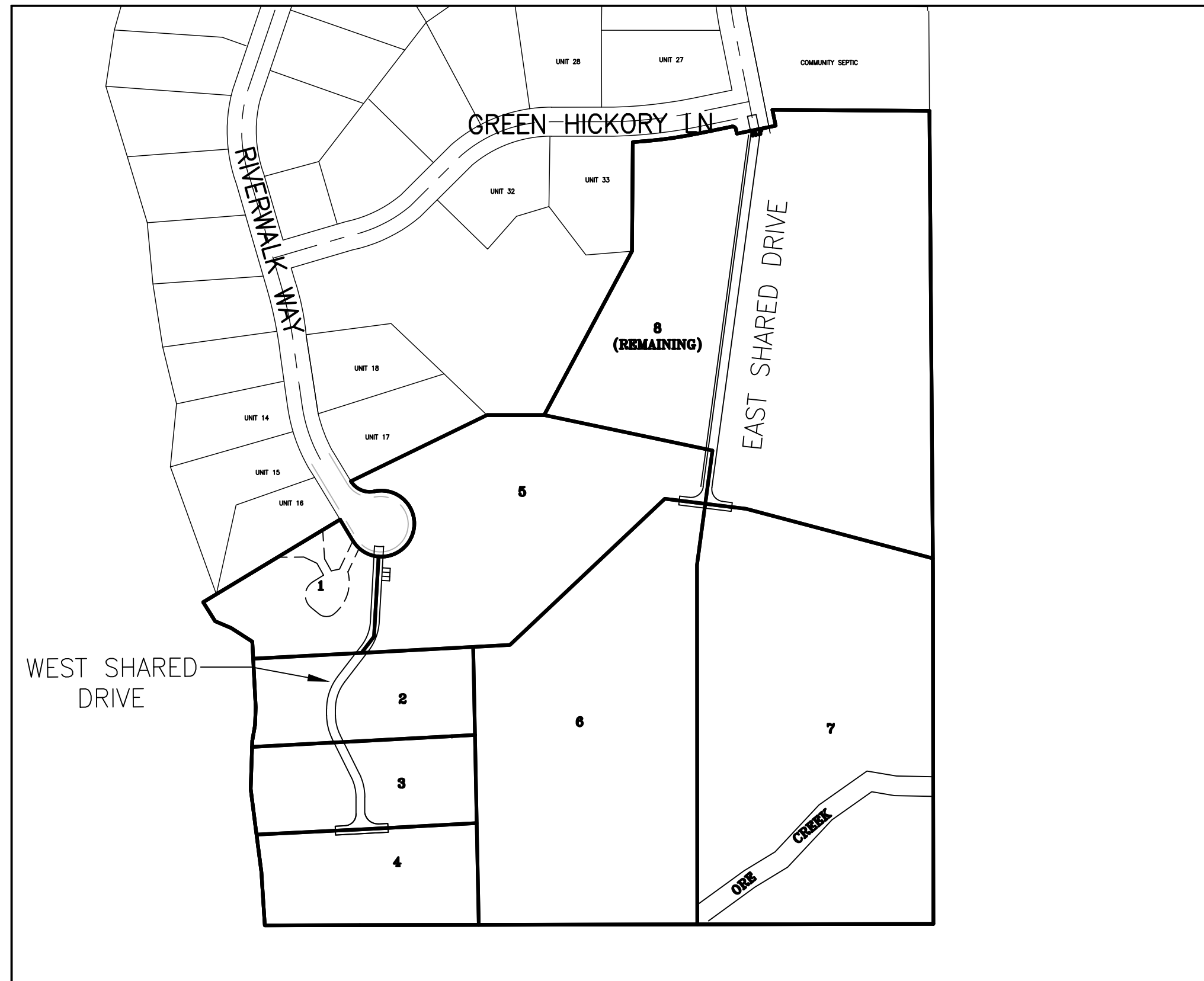


**LOCATION MAP**

NO SCALE

**CONSTRUCTION NOTES**

1. THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING NOTES AND ANY WORK INVOLVED SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
1. THE CONTRACTOR SHALL HOLD HARMLESS THE DESIGN PROFESSIONAL, MUNICIPALITY, COUNTY, STATE AND ALL OF ITS SUB CONSULTANTS, PUBLIC AND PRIVATE UTILITY COMPANIES, AND LANDOWNERS FOR DAMAGES TO INDIVIDUALS AND PROPERTY, REAL OR OTHERWISE, DUE TO THE OPERATIONS OF THE CONTRACTOR AND/OR THEIR SUBCONTRACTORS.
2. DO NOT SCALE THESE DRAWINGS AS IT IS A REPRODUCTION AND SUBJECT TO DISTORTION.
3. A GRADING PERMIT FOR SOIL EROSION-SEDIMENTATION CONTROL SHALL BE OBTAINED FROM THE GOVERNING AGENCY PRIOR TO THE START OF CONSTRUCTION.
4. IF DUST PROBLEM OCCURS DURING CONSTRUCTION, CONTROL WILL BE PROVIDED BY AN APPLICATION OF WATER, EITHER BY SPRINKLER OR TANK TRUCK.
5. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH LOCAL MUNICIPAL STANDARDS AND SPECIFICATIONS.
6. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED TOWNSHIP, COUNTY, AND STATE OF MICHIGAN PERMITS.
7. PAVED SURFACES, WALKWAYS, SIGNS, LIGHTING AND OTHER STRUCTURES SHALL BE MAINTAINED IN A SAFE, ATTRACTIVE CONDITION AS ORIGINALLY DESIGNED AND CONSTRUCTED.
8. ALL BARRIER-FREE FEATURES SHALL BE CONSTRUCTED TO MEET ALL LOCAL, STATE AND A.D.A. REQUIREMENTS.
9. ANY DISCREPANCY IN THIS PLAN AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE DESIGN ENGINEER PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS, EASEMENTS AND DIMENSIONS SHOWN HEREON BEFORE BEGINNING CONSTRUCTION.
10. THE CONTRACTOR SHALL CONTACT ALL OWNERS OF EASEMENTS, UTILITIES AND RIGHTS-OF-WAY, PUBLIC OR PRIVATE, PRIOR TO THE START OF CONSTRUCTION.
11. THE CONTRACTOR SHALL COORDINATE WITH ALL OWNERS TO DETERMINE THE LOCATION OF EXISTING LANDSCAPING, IRRIGATION LINES & PRIVATE UTILITY LINES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING LANDSCAPING, IRRIGATION LINES, AND PRIVATE UTILITY LINES.
12. THE CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE UPON COMPLETION OF THE PROJECT.
13. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SO THAT WORKMEN AND PUBLIC SHALL BE PROTECTED FROM INJURY, AND ADJOINING PROPERTY PROTECTED FROM DAMAGE.
14. THE CONTRACTOR SHALL KEEP THE AREA OUTSIDE THE "CONSTRUCTION LIMITS" BROOM CLEAN AT ALL TIMES.
15. THE CONTRACTOR SHALL CALL MISS DIG A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
16. ALL EXCAVATION UNDER OR WITHIN 3 FEET OF PUBLIC PAVEMENT, EXISTING OR PROPOSED SHALL BE BACKFILLED AND COMPACTED WITH SAND (MDOT CLASS II).
17. ALL PAVEMENT REPLACEMENT AND OTHER WORKS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWNSHIP, INCLUDING THE LATEST MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
18. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES.
19. NO ADDITIONAL COMPENSATION WILL BE PAID TO THE CONTRACTOR FOR ANY DELAY OR INCONVENIENCE DUE TO THE MATERIAL SHORTAGES OR RESPONSIBLE DELAYS DUE TO THE OPERATIONS OF SUCH OTHER PARTIES DOING WORK INDICATED OR SHOWN ON THE PLANS OR IN THE SPECIFICATION OR FOR ANY REASONABLE DELAYS IN CONSTRUCTION DUE TO THE ENCOUNTERING OR EXISTING UTILITIES THAT MAY OR MAY NOT BE SHOWN ON THE PLANS.
20. DURING THE CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL NOT PERFORM WORK BY PRIVATE AGREEMENT WITH PROPERTY OWNERS ADJACENT TO THE PROJECT.
21. IF WORK EXTENDS BEYOND NOVEMBER 15, NO COMPENSATION WILL BE DUE TO THE CONTRACTOR FOR ANY WINTER PROTECTION MEASURES THAT MAY BE REQUIRED BY THE ENGINEER.
22. NO TREES ARE TO BE REMOVED UNTIL MARKED IN THE FIELD BY THE ENGINEER.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE PROPERTY BEYOND THE CONSTRUCTION LIMITS INCLUDING BUT NOT LIMITED TO EXISTING FENCE, LAWN, TREES AND SHRUBBERY.
24. ALL AREAS DISTURBED BY THE CONTRACTOR BEYOND THE NORMAL CONSTRUCTION LIMITS OF THE PROJECT SHALL BE SODDED OR SEEDED AS SPECIFIED OR DIRECTED BY THE ENGINEER.
25. ALL ROOTS, STUMPS AND OTHER OBJECTIONABLE MATERIALS SHALL BE REMOVED AND THE HOLE BACKFILLED WITH SUITABLE MATERIAL. WHERE GRADE CORRECTION IS REQUIRED, THE SUBGRADE SHALL BE CUT TO CONFORM TO THE CROSS-SECTION AS SHOWN IN THE PLANS.
26. TRAFFIC SHALL BE MAINTAINED DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL SIGNS AND TRAFFIC CONTROL DEVICES. FLAG PERSONS SHALL BE PROVIDED BY THE CONTRACTOR IF DETERMINED NECESSARY BY THE ENGINEER. ALL SIGNS SHALL CONFORM TO THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AT NO COST TO THE TOWNSHIP. NO WORK SHALL BE DONE UNLESS THE APPROPRIATE TRAFFIC CONTROL DEVICES ARE IN PLACE.
27. ALL DEMOLISHED MATERIALS AND SOIL SPOILS SHALL BE REMOVED FROM THE SITE AT NO ADDITIONAL COST, AND DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS.
28. AFTER REMOVAL OF TOPSOIL, THE SUBGRADE SHALL BE COMPACTED TO 95% OF ITS UNIT WEIGHT.
29. ALL GRADING IN THE PLANS SHALL BE DONE AS PART OF THIS CONTRACT. ALL DELETERIOUS MATERIAL SHALL BE REMOVED FROM THE SUBGRADE PRIOR TO COMPACTING.
30. NO SEEDING SHALL BE DONE AFTER OCTOBER 15 WITHOUT APPROVAL OF THE ENGINEER.
31. ANY EXISTING APPURTENANCES SUCH AS MANHOLES, GATE VALVES, ETC. SHALL BE ADJUSTED TO THE PROPOSED GRADE AND SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
32. SOIL EROSION MEASURES SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL VEGETATION HAS BEEN RE-ESTABLISHED.
33. ALL PERMANENT SIGNS AND PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION OF THE MICHIGAN MUTCD MANUAL AND SHALL BE INCIDENTAL TO THE CONTRACT.



**OVERALL SITE MAP**

NO SCALE

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SHARED DRIVE SITE PLAN
3	EAST SHARED DRIVE PLAN
4	WEST SHARED DRIVE PLAN

**PREPARED FOR:**

DMN PROPERTIES LLC  
 4404 SUNNY LAKE DR  
 HARTLAND, MI 48353  
 CONTACT: DAVE BAIR  
 PHONE: 810-333-1268

**PREPARED BY:**

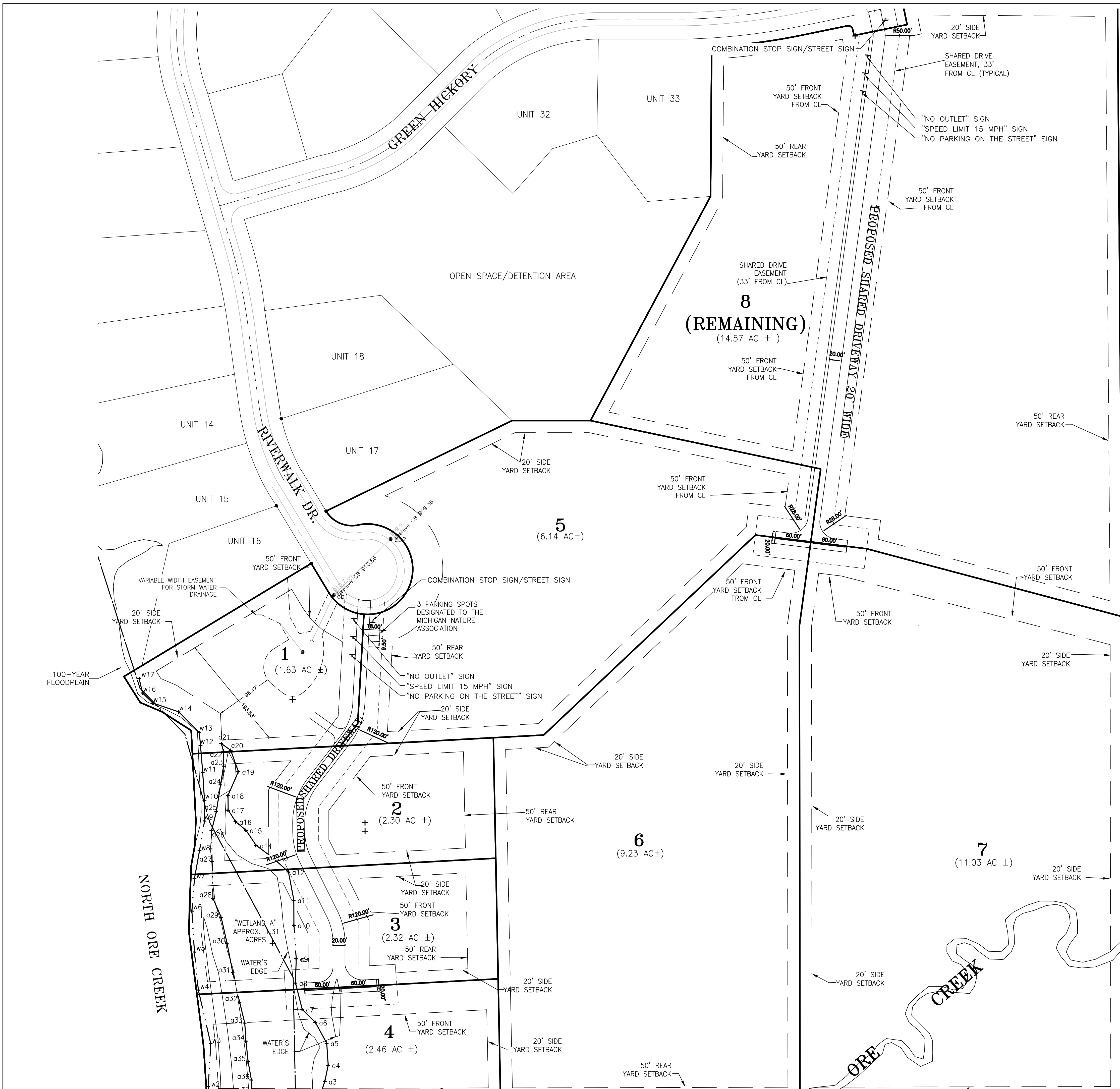
**BEBOSS**  
*Engineering*  
 Engineers Surveyors Planners Landscape Architects  
 3121 E. GRAND RIVER AVE.  
 HOWELL, MI. 48843  
 517.546.4836 FAX 517.548.1670

**INDEMNIFICATION STATEMENT**

THE CONTRACTOR SHALL HOLD HARMLESS THE DESIGN PROFESSIONAL, MUNICIPALITY, COUNTY, STATE AND ALL OF ITS SUB CONSULTANTS, PUBLIC AND PRIVATE UTILITY COMPANIES, AND LANDOWNERS FOR DAMAGES TO INDIVIDUALS AND PROPERTY, REAL OR OTHERWISE, DUE TO THE OPERATIONS OF THE CONTRACTOR AND/OR THEIR SUBCONTRACTORS.

				<b>1</b>
1	MJD	BL	TRAFFIC CONTROL SIGNS	09/29/21
	NO	BY	CK	REVISION
			DATE	JOB NO: 20-012





**LEGEND**

PROPOSED (PR)	EXISTING (EX)	CONTOUR
000 T/C XXXXXX	-900	SPOT ELEVATION
FF	+922.08	FINISHED FLOOR ELEVATION
FG		FINISHED GRADE ELEVATION
T/A		TOP OF ASPHALT
RIM		RIM ELEVATION
INV		INVERT ELEVATION
MH		MANHOLE STRUCTURE
ES		END-SECTION
UP		UTILITY POLE
ST		STORM SEWER
OH		OVERHEAD WIRE
ST		SILT FENCE
ST		WETLAND BOUNDARY
ST		LIMITS OF GRADING/CLEARING
ST		INLET / CATCHBASIN
ST		FLARED END-SECTION
ST		STORM SEWER LABEL
ST		SOIL EROSION CONTROL MEASURE
ST		(P=PERMANENT, T=TEMPORARY)
ST		ASPHALT

SCALE: 1 INCH = 80 FEET

FEMA FLOOD MAP NUMBER 26093C0225D

NOTE:

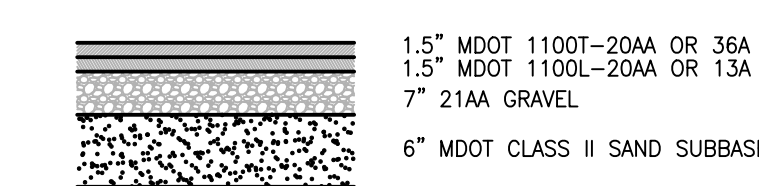
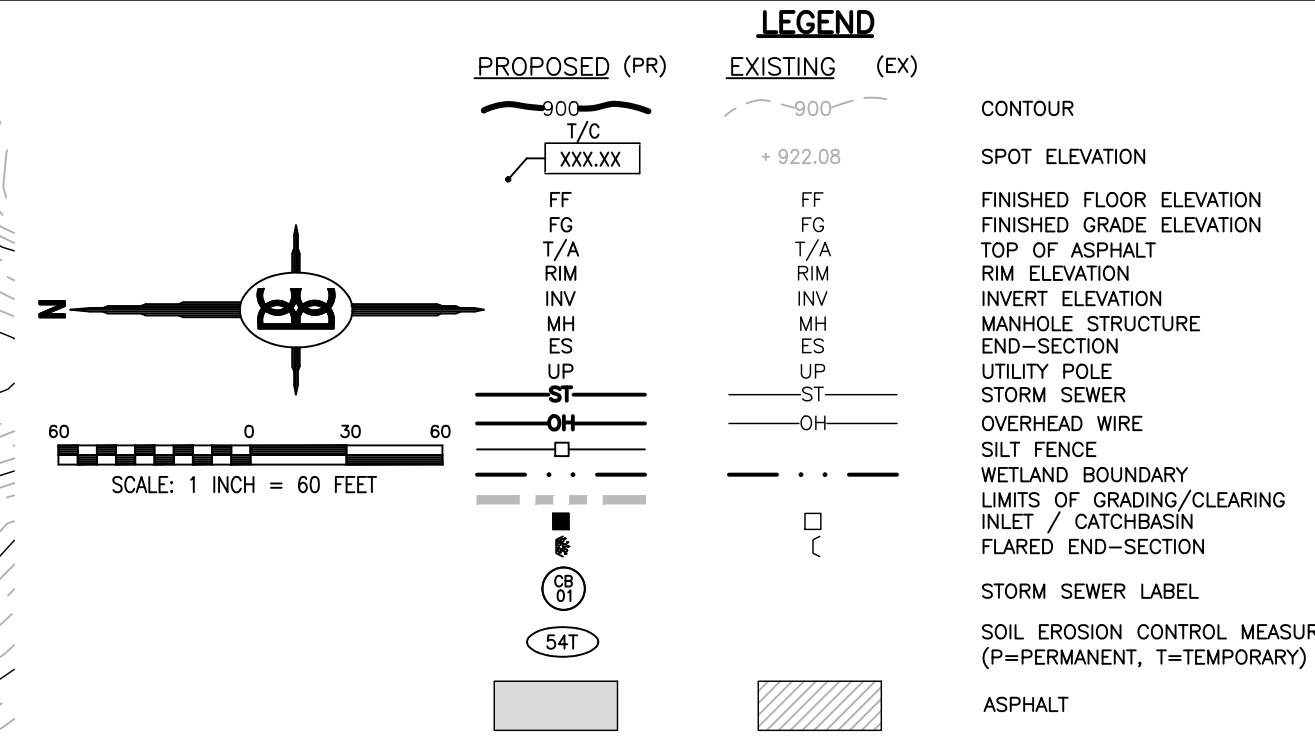
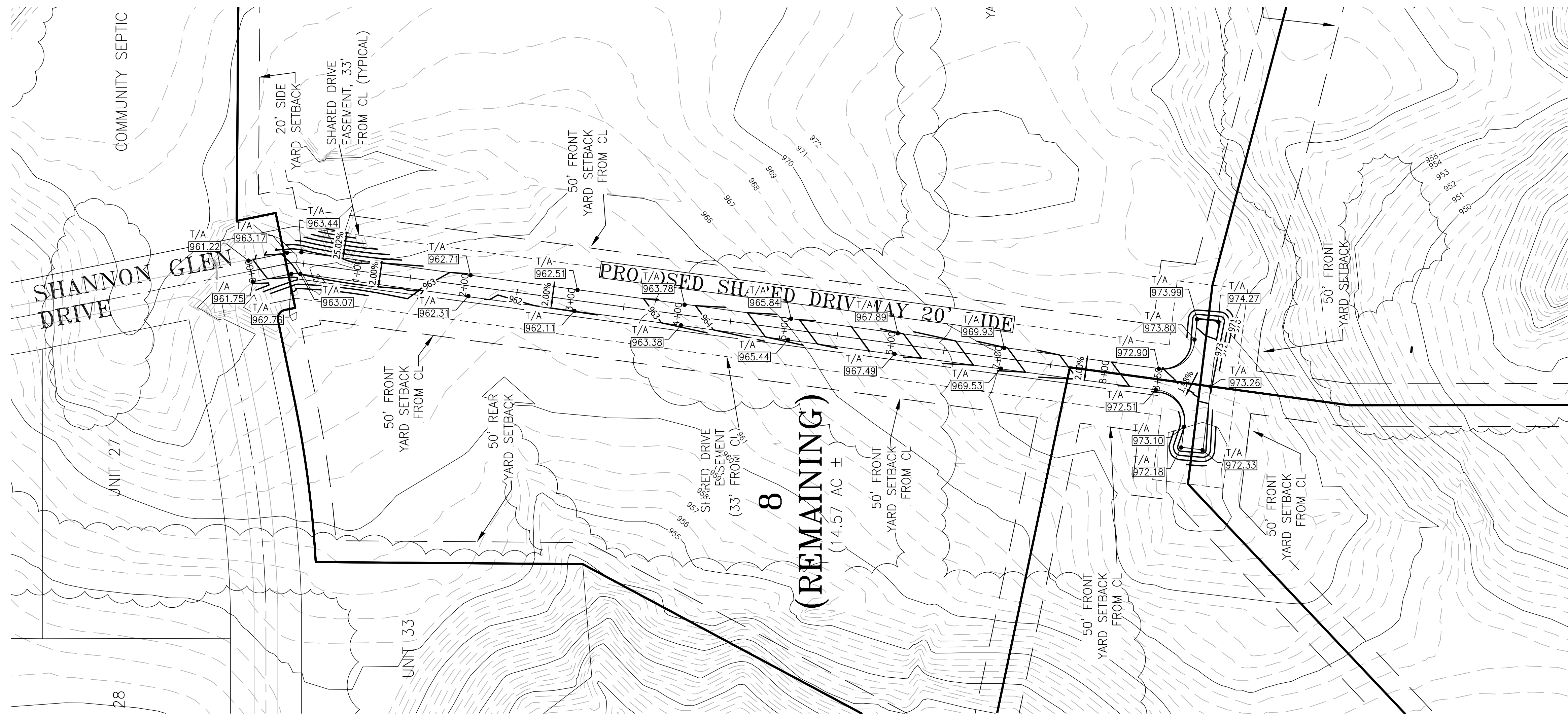
1. PARCEL 5 SHALL HAVE DRIVEWAY ACCESS FROM THE EAST SHARED DRIVE.
2. ALL TRAFFIC CONTROL SIGNS SHALL COMPLY WITH THE CURRENT "MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" (MMUTCD).

BEBOSS Engineering  
 Engineers Surveyors Planners Landscape Architects  
 3121 E. GRAND RIVER AVE.  
 HOWELL, MI. 48843  
 517.546.4836 FAX 517.548.1670

PROJECT: DMN PROPERTIES SHARED DRIVES  
 PREPARED FOR: DMN PROPERTIES  
 404 SUNNY LAKE DRIVE  
 HARTLAND, MI 48333  
 810-333-1268

NO	BY	DATE	REVISION PER	TRAFFIC CONTROL DEVICES
1	JM/D	09/29/21		

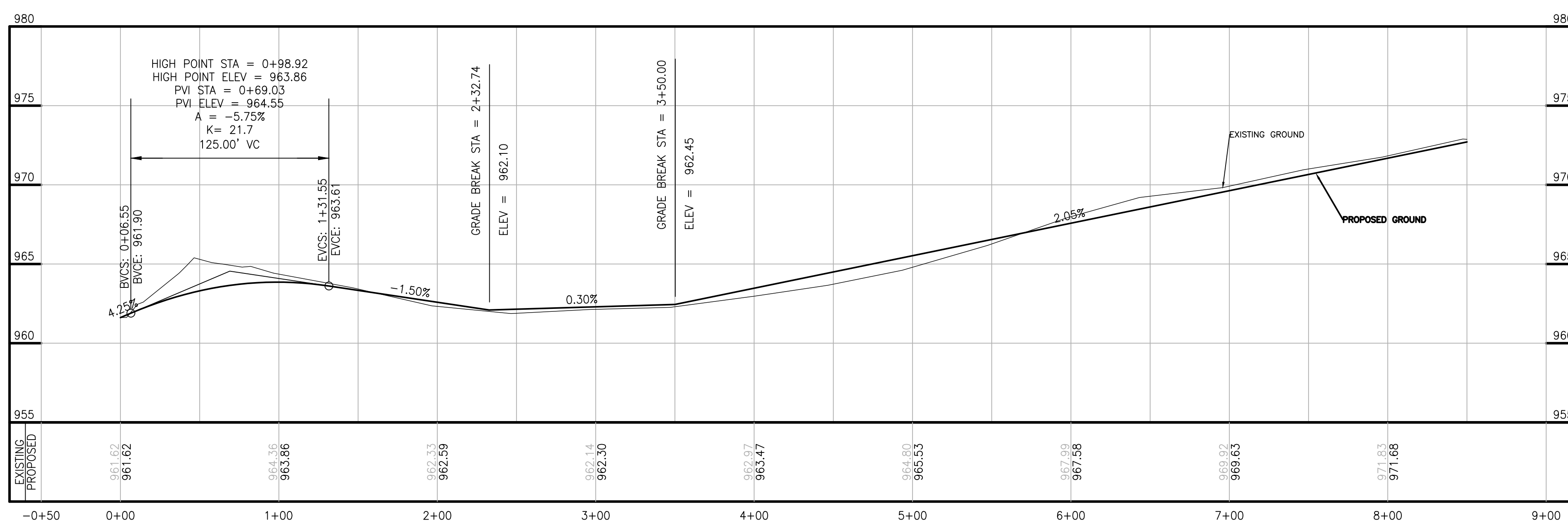
DESIGNED BY: JA  
 DRAWN BY:  
 CHECKED BY:  
 SCALE: 1" = 80'  
 JOB NO: 20-012  
 DATE: 01/29/21  
 SHEET NO. 2



NOTE: 15 FEET OF VERTICAL CLEARANCE WILL BE PROVIDED AND MAINTAINED OVER THE SHARED DRIVES.

THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE ONLY APPROXIMATE. NO GUARANTEE IS MADE FOR THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN ANY CONFLICTS ARE FOUND. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY CONFLICTS ARE FOUND. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY CONFLICTS ARE FOUND. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY CONFLICTS ARE FOUND.

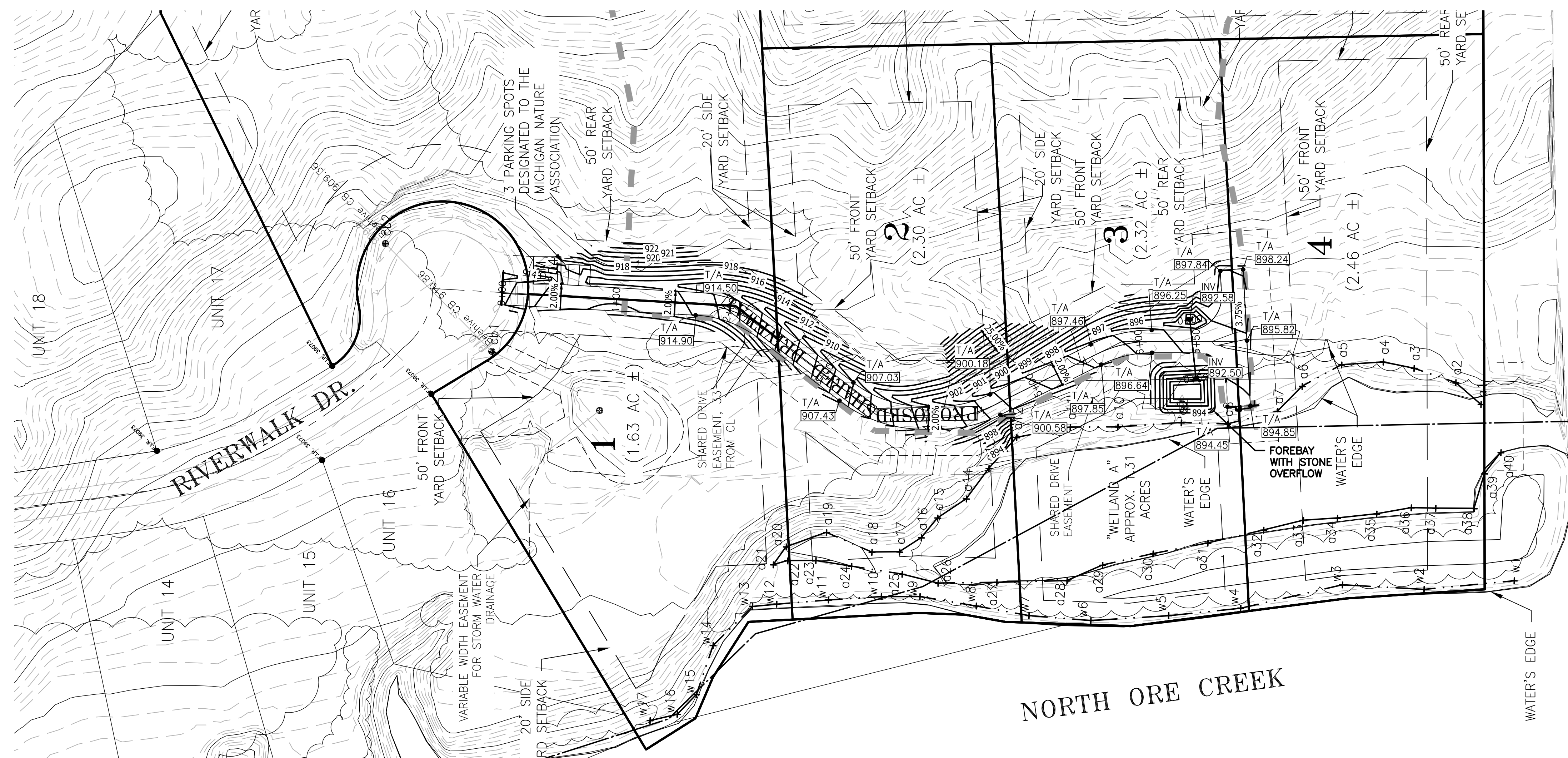
**BEBOSS**  
**Engineering**  
 Engineers Surveyors Planners Landscape Architects  
 3121 E. GRAND RIVER AVE.  
 HOWELL, MI. 48843  
 517.546.4836 FAX 517.548.1670



PROJECT	DMN PROPERTIES SHARED DRIVES
PREPARED FOR	DMN PROPERTIES 4404 SUNNY LAKE DRIVE HARTLAND, MI 48833 810-333-1268
TITLE	EAST SHARED DRIVE PLAN
DATE	09/29/21
TRAFFIC CONTROL DEVICES	
REVISION PER	
DESIGNED BY:	JA
DRAWN BY:	PG
CHECKED BY:	ST
SCALE:	1" = 60'
JOB NO:	20-012
DATE:	01/29/21
SHEET NO.	3







**LEGEND**

PROPOSED (PR)      EXISTING (EX)

900 T/C      900 T/C

FF FF

T/A T/A

RIM RIM

INV INV

MH MH

ES ES

UP UP

OH OH

OH OH

SAT SAT

CONTOUR

SPOT ELEVATION

FINISHED FLOOR ELEVATION

FINISHED GRADE ELEVATION

TOP OF ASPHALT

RIM ELEVATION

INVERT ELEVATION

MANHOLE STRUCTURE

END-SECTION

UTILITY POLE

STORM SEWER

OVERHEAD WIRE

SILT FENCE

WETLAND BOUNDARY/CLEARING

INLET / CATCHBASIN

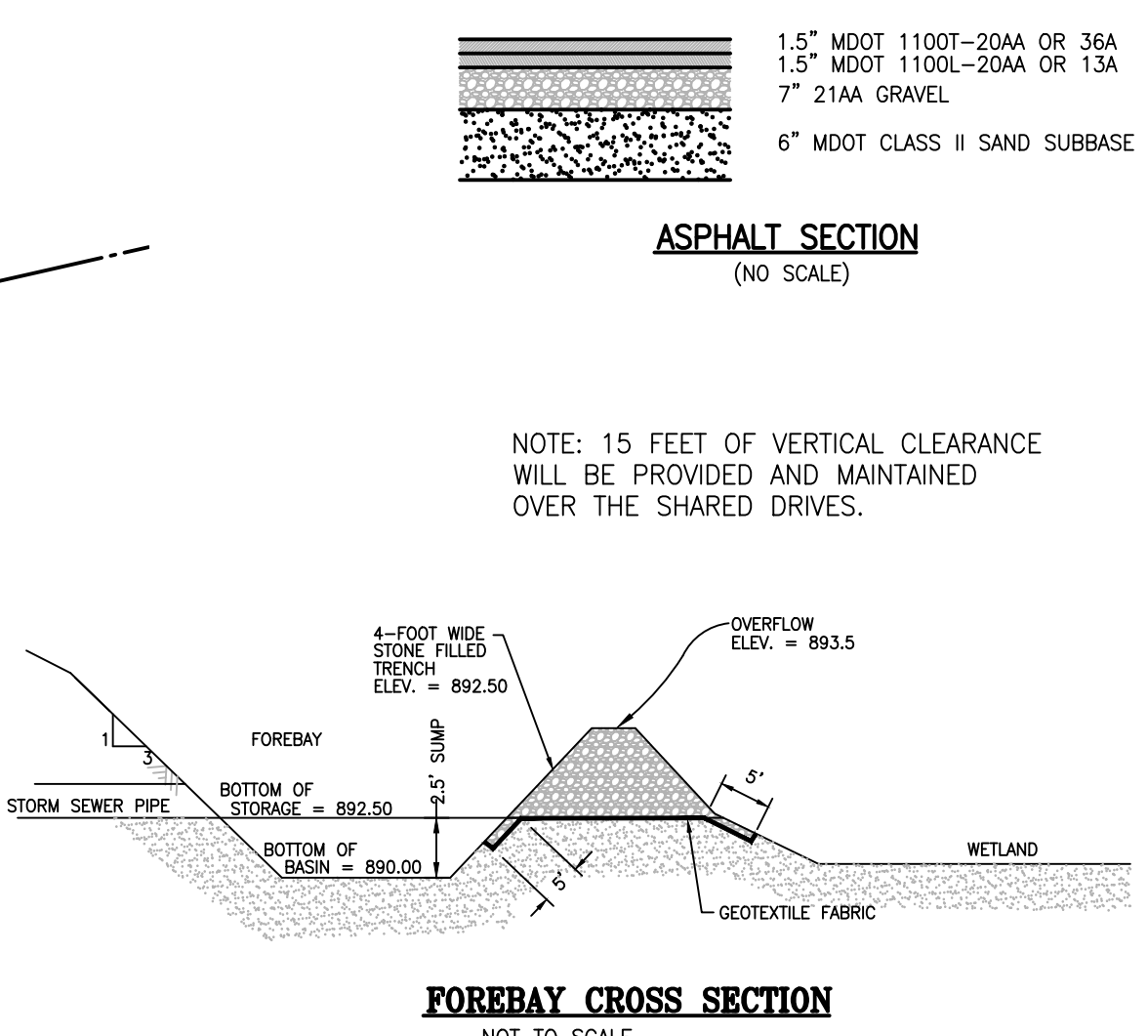
FLARED END-SECTION

STORM SEWER LABEL

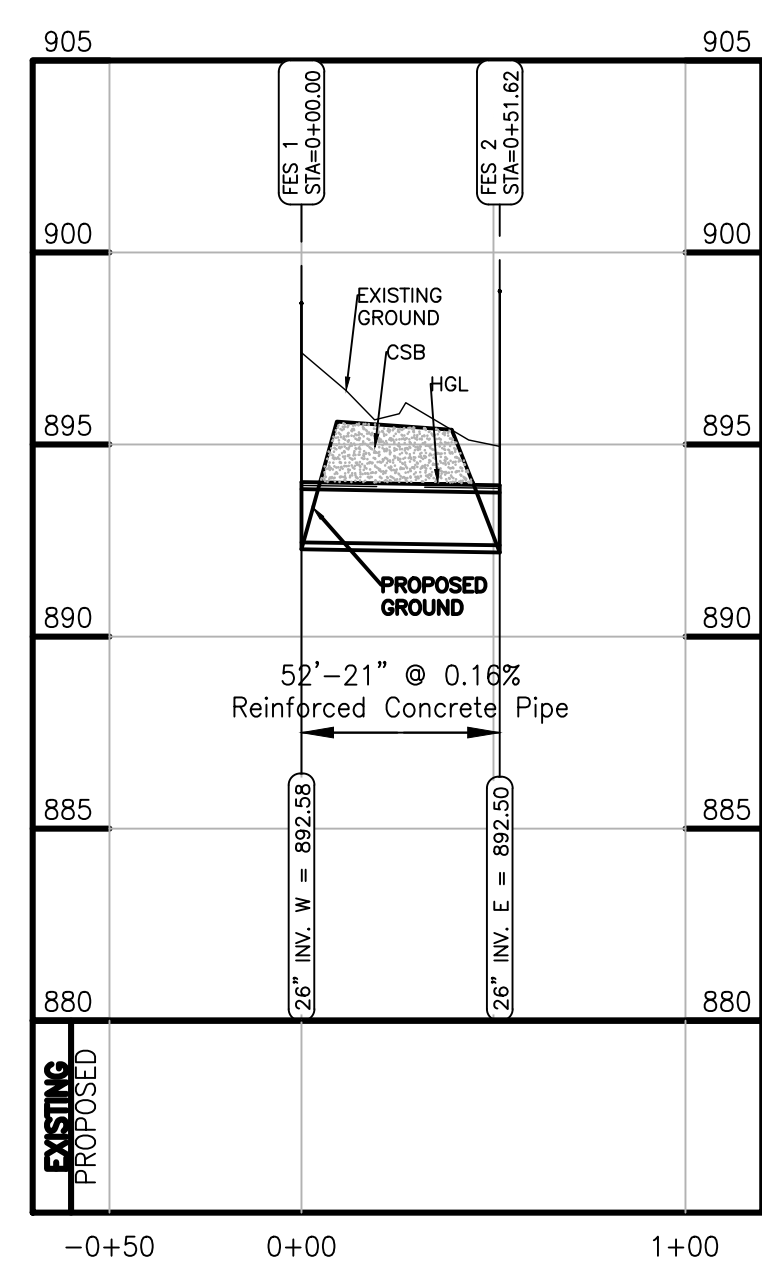
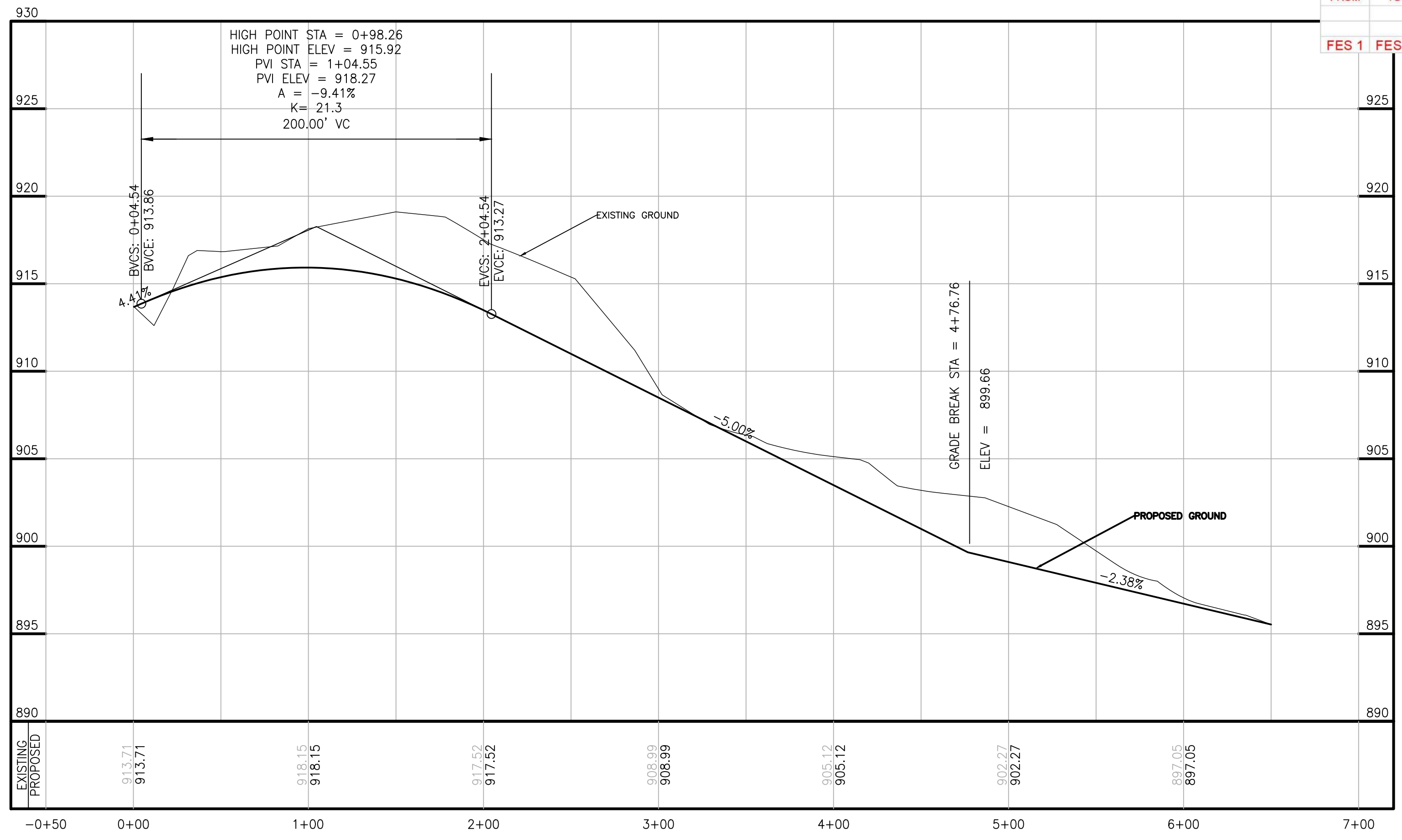
SOIL EROSION CONTROL MEASURE

(P=PERMANENT, T=TEMPORARY)

ASPHALT



FROM	TO	ACRES	AREA IMPERV	AREA PERV	RUNOFF COEFF	EQUIV. AREA A * C	INTEN-SITY I	TIME OF CONC. Tc	ADD'L RUNOFF Q	RUNOFF (CFS)	PIPE LENGTH (LF)	PIPE DIA. (IN)	VELOCITY FLOWING FULL (FPS)	HYDRAULIC SLOPE %	ACTUAL SLOPE USED	MANNING FLOW CAPACITY	MANNING'S VELOCITY (FT/SEC)	TIME (MIN)	HG ELEV UPPER	HG ELEV LOWER	RIM ELEV UPPER	INVERT UPPER	INVERT LOWER
FES 1	FES 2	7.13	0.33	6.8	0.23	1.657	4.38	15.00		7.25	51.62	21	3.43	0.27%	0.16%	6.36	2.64	0.33	894.04	893.90	892.58	892.58	892.50



**LIVINGSTON COUNTY DETENTION BASIN CALCULATIONS**

AREA (ACRES)	IMPERVIOUS FACTOR	ACRE IMPERVIOUS
0.87	0.9	0.61
0.00	0.7	0.00
6.48	0.2	1.29

COMPOUND C: 0.27  
TOTAL DRAINAGE AREA: 7.14 ACRES

K1 = AxC (Design Constant) 1.9278  
Qs = MAX ALLOW OUTFLOW (0.10 CFS / ACRE) 0.714 CFS

DURATION MINUTES	DURATION SECONDS	INTENSITY (IN/HR)	INCHES	INFLOW VOLUME IN RUNOFF x A x C	OUTFLOW DURATION x Qs	STORAGE VOLUME INFLOW - OUTFLOW
5	300	9.17	2750	5301	214	5087
10	600	7.86	4714	9088	428	8660
15	900	6.88	6188	11928	643	11285
20	1200	6.11	7333	14137	857	13280
30	1800	5.00	9000	17350	1285	16065
60	3600	3.24	11647	22453	2570	19883
90	5400	2.39	12913	24894	3856	21038
120	7200	1.90	13655	26324	5141	21184
180	10800	1.34	14488	27930	7711	20218

REQUIRED 100 YEAR DETENTION VOLUME = 21184 CF

FOREBAY VOLUME  
V(F) = 5% OF THE 100-YEAR STORM VOLUME BASED ON THE AREA TRIBUTARY TO THE INLET

V(F) = (0.05)(V100)  
V(F) = 1059 CF

FOREBAY STORAGE VOLUME REQUIRED: 1059 CF

FOREBAY STORAGE VOLUME PROVIDED:

ELEV	AREA	VOLUME	CUMMULATIVE VOLUME
894	1737	810	1892
893.5	1503	897	1778
893	1283	590	1082
892.5	1078	481	491
892	887		
891	559		SUMP
890	303		SUMP

**BEBOSS Engineering**  
Engineers Surveyors Planners Landscape Architects  
3121 E. GRAND RIVER AVE.  
HOWELL, MI. 48843  
517.546.4836 FAX 517.548.1670

PROJECT: DMN PROPERTIES SHARED DRIVES  
PREPARED FOR: DMN PROPERTIES  
4404 SUNNY LAKE DRIVE  
HARTLAND, MI 48333  
810-333-1268

TITLE: WEST SHARED DRIVE PLAN

DESIGNED BY: JA  
DRAWN BY:  
CHECKED BY:  
SCALE: 1" = 60'  
JOB NO: 20-012  
DATE: 01/29/21  
SHEET NO. 4



# **NEW BUSINESS #2**

Request to sign engagement letter with solar legal specialist Foster Swift.

## Lansing

313 S. Washington Square  
Lansing MI 48933

## Detroit

333 W. Fort Street – Suite 1400  
Detroit MI 48226

Walter S. Foster  
1878-1961  
Richard B. Foster  
1908-1996  
Theodore W. Swift  
1928-2000  
John L. Collins  
1926-2001

Webb A. Smith - *Retired*

Charles A. Janssen  
Charles E. Barbieri  
Scott L. Mandel  
Michael D. Sanders  
Brent A. Titus

Brian G. Goodenough  
Matt G. Hrebec  
Deanna Swisher  
Thomas R. Meagher  
Douglas A. Mielock  
Scott A. Chernich  
Paul J. Millenbach  
Dirk H. Beckwith  
Brian J. Renaud  
Lynwood P. VandenBosch  
Lawrence Korolewicz  
James B. Doezema  
Anne M. Seuryneck  
Michael D. Homier  
Scott H. Hogan  
Benjamin J. Price

## Southfield

28411 Northwestern Highway – Suite 500  
Southfield MI 48034

## Holland

151 Central Avenue – Suite 260  
Holland MI 49423

Michael R. Blum  
Jonathan J. David  
Andrew C. Vredenburg  
Julie I. Fershtman  
Todd W. Hoppe  
Jennifer B. Van Regenmorter  
Thomas R. TerMaat  
Frederick D. Dilley  
David R. Russell  
Joel C. Farrar  
Laura J. Genovich  
Karl W. Butterer, Jr.  
Mindi M. Johnson  
Ray H. Littleton, II  
Jack L. Van Coevering  
Anna K. Gibson

Nicholas M. Oertel  
Alicia W. Birach  
Adam A. Fadly  
Michael J. Liddane  
Ryan E. Lamb  
Clifford L. Hammond  
Matthew S. Fedor  
Andrea Badalucco  
Stefania Gismondi  
Leslie A. Abdo  
Julie L. Hamlet  
Michael C. Zahrt  
Mark T. Koerner  
Warren H. Krueger, III  
Taylor A. Gast  
Rachel G. Olney

Thomas K. Dillon  
Robert A. Hamor  
Jacquelyn A. Dupler  
Dora A. Brantley  
Stephen W. Smith  
Amanda Afton Martin  
Steven J. Tjapkes  
Daniel S. Zick  
Alexander S. Rusek  
Benjamin R. Judd  
Erica E.L. Huddas  
Jennifer L. Montasir  
Bryan Cermak  
Mikhail Murshak  
Kevin J. Roragen  
Courtney G. Agrusa

## Grand Rapids

1700 E. Beltline NE – Suite 200  
Grand Rapids MI 49525

## St. Joseph

800 Ship Street – Suite 105  
St. Joseph MI 49085

Rachael Kuilema Klein  
Michael A. Cassar  
Hilary J. McDaniel Stafford  
Amanda J. Dernovshek  
Brandon M. H. Schumacher  
Alaina M. Nelson  
Sydney T. Steele  
Anthony M. Dalimonte  
Jim W. Scales  
Benjamin C. Dilley  
Nicholas J. Stock, II  
Keith T. Brown  
Mallory E. Reader  
Reed K. Powers  
Dina D. Kashat

Writer's Direct Phone: 616.726.2238

Fax: 616.726.6813

Reply To: Grand Rapids

Email: [LGenovich@fosterswift.com](mailto:LGenovich@fosterswift.com)

October 26, 2023

Via E-mail: [supervisor@tyronetownship.us](mailto:supervisor@tyronetownship.us)

Tyrone Township  
Attn: Mike Cunningham – Supervisor  
8420 Runyan Lake Road  
Fenton, MI 48430

Re: Engagement Agreement – Solar Energy Ordinance

Dear Mike:

We are pleased that Tyrone Township (the “Township”) wishes to engage Foster Swift (the “Firm”) to represent the Township’s interests regarding a solar energy ordinance. It is customary in the legal profession to initiate a relationship between an attorney and client through an engagement letter. This engagement letter will serve as an agreement about the nature and scope of our relationship with the Township.

Our services to the Township will be billed on the basis of hourly rates for the time incurred. The hourly rate for the Township’s legal work is **\$275/hour**. The hourly rate for legal services we provide to the Township will remain in effect until December 31, 2024, after which the Firm may adjust its rate annually, but not by more than 5% unless otherwise agreed to by the Township and the Firm. The Township will also be billed for photocopies and other out-of-pocket expenses by the Firm on the Township’s behalf. The costs and attorney fees will be billed monthly. **Our invoices will be sent by e-mail, unless you direct us to send them in some other fashion.** If an invoice is not timely paid, a late charge may be added to any portion not paid within thirty (30) days. The late charge will be computed at the rate of .58% per month (7% annual) starting thirty (30) days after the date of the invoice.

Based on the information you have provided, the Firm believes that its representation of the Township complies with the Michigan Rules of Professional Conduct. However, if we determine that a conflict of interest arises during this engagement, the Firm may take appropriate steps to remedy the conflict, including withdrawal.

Tyrone Township  
Attn: Mike Cunningham - Supervisor  
October 26, 2023  
Page 2 of 5

Our responsibility in representing the Township is, of course, to do so in a manner that is consistent with the customary professional practices and requirements for handling the Township's legal matters. In turn, we will need the Township's full and timely cooperation. This will likely include providing us with various materials relating to the matters for which the Township is utilizing our services. Further, the Township agrees that our work may be authorized and directed by any individual, officer or agent of the Township, unless the Township advises us to the contrary in writing.

The Firm will pursue the Township's legal matters conscientiously and without delay, but with regard for the Firm's workload and the nature of the legal system. The Firm will keep the Township reasonably informed about the status of this matter and welcomes requests for information.

We intend to establish a mutually rewarding and enduring relationship with the Township as its legal counsel. Nevertheless, the Township is free to terminate our services at any time by written notice to us to that effect. We may also terminate our services to the Township, by written notice to the Township to that effect, if the Township unreasonably fails to cooperate with us, if our monthly statements are not paid in a timely manner, or if we determine that our continued representation of the Township would violate the rules of professional responsibility applicable to lawyers or would otherwise be impractical.

If the Township terminates our representation, the Firm will return to the Township any original materials in the Firm's files that belong to the Township. The Firm will dispose of its files (including the Firm's work product) related to Township matters as it sees fit.

This engagement letter is intended to govern all of the legal services that we may render to the Township unless and until the Firm and the Township mutually agree in writing to a different arrangement with respect to providing our legal services to the Township.

Should you have any questions, please do not hesitate to call us. If the Township agrees with the above, please execute this engagement letter at the bottom on behalf of the Township. We look forward to serving Tyrone Township.

Sincerely,

FOSTER SWIFT COLLINS & SMITH PC

*/s/ Laura J. Genovich*

Laura J. Genovich

LJG:jrf

Tyrone Township  
Attn: Mike Cunningham - Supervisor  
October 26, 2023  
Page 3 of 5

**AGREED:**

TYRONE TOWNSHIP

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**Email Address for Invoices:** \_\_\_\_\_

**Additional Terms of Engagement**

**Scope of Engagement:**

Our engagement is on behalf of the parties expressly named in our agreement. As way of example, our representation of an entity does not include a representation of the interests of the individuals that are directors, shareholders, or officers of that entity.

**Cooperation:**

You agree to fully, accurately, and truthfully disclose to us all facts that may be relevant to the matter or that we may otherwise request to keep us apprised of developments relating to the matter. You agree to cooperate fully with us in all matters related to the preparation and presentation of your claims. We will be relying on the completeness and accuracy of the information you provide when we perform our services.

**No Promise or Guarantee of Results:**

You agree that we have made no promises or guarantees regarding the outcome of your case. Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney, employee, or agent of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result. In addition, the advice and communications we render on your behalf are not intended to be disseminated to or relied on by any other parties without our prior written consent.

**Consultations with Internal and Outside Counsel to the Firm:**

We represent a large number of clients on a wide variety of complex matters. In the course of our representation, we may consult with the firm's internal counsel with expertise in legal ethics issues and in the past have considered such consultations to be attorney-client privileged. Recent court rulings have indicated that in some circumstances such consultations may not be deemed privileged. Our firm believes that expert advice and analysis regarding legal ethics issues would positively benefit our clients.

You agree that if we determine during the course of the representation that it is either necessary or appropriate to consult with our firm's internal counsel or outside counsel to the firm, we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege.

**E-mail Policy:**

Our firm's attorneys, employees, and agents may utilize e-mail for communications in this matter unless you notify us, in writing, not to use this means of communication. Unless you request in writing that we encrypt out-going e-mail and we have agreed in writing to reasonable and mutually acceptable protocols, documents sent to you by e-mail will not be encrypted.

Our firm expends reasonable efforts to exclude any virus or other defect that might affect any computer or IT system from our e-mails and electronic documents. We do not accept liability for any loss or damage resulting from the use of commercial software, or the receipt or use of electronic communications from us containing a virus or defect that was not created by us.

**Circular 230 Notices:**

Congress has passed legislation imposing reporting requirements and penalties, which the IRS has implemented by amending Circular 230 and setting forth various rules about written tax advice. As a result, you may notice that we will often have a Circular 230 statement on written communications about reliance on what you receive.

**Attorney's Lien:**

All payments by way of recovery, award, judgment, or settlement to you from third parties shall be made jointly payable to you and us. If you obtain a monetary judgment or award, we shall have a lien on the proceeds to the extent of any of our unpaid fees, disbursements, or other charges.

**Relationship Term:**

When we have completed the specific professional legal services agreed to in this engagement, our attorney-client relationship shall end, regardless of the date you are billed or pay for our services.

Any agreement to provide non-professional services (facilities use, file storage, copies of old client files) does not revive the attorney-client relationship. The newsletters, e-mails, or other publications that we may occasionally send to you containing general updates on areas of the law of interest to you do not revive an attorney-client relationship.

**Future Representation:**

If our attorney-client relationship has ended, we have no obligation to represent you in connection with related matters unless we have agreed to do so in writing in our engagement agreement. Regardless of whether we are representing you in other matters, we have no duty to accept new engagements from you unless mutually agreed.

# **NEW BUSINESS #3**

Tyrone Four Consent Judgment.



**STATE OF MICHIGAN**  
**IN THE LIVINGSTON COUNTY CIRCUIT COURT**

TYRONE FOUR, LLC,  
a Michigan limited  
liability company,

Plaintiff,

v

Case No. 21-31351-CZ- CZ  
Hon. L. Suzanne Geddis

TYRONE TOWNSHIP,  
a Michigan general law township,

Defendant.

---

Roger L. Myers (P49186)  
MYERS & MYERS, PLLC  
Attorneys for Plaintiff  
915 N. Michigan Avenue  
Howell, MI 48843  
(517) 540-1700  
[rmyers@mvers2law.com](mailto:rmyers@mvers2law.com)

---

Thomas R. Meagher (P32959)  
FOSTER, SWIFT, COLLINS & SMITH, P.C.  
Attorneys for Defendant  
313 S. Washington Square  
Lansing, MI 48933  
Ph: (517) 371-8161 / Fax: (517) 367-7161  
[tmeagher@fosterswift.com](mailto:tmeagher@fosterswift.com)

**CONSENT JUDGMENT**

At a session of said Court held in the City of Howell,  
Livingston County, State of Michigan  
on the \_\_\_\_ day of August, 2023

**PRESENT: THE HONORABLE L. SUZANNE GEDDIS**  
**Circuit Court Judge**

Upon stipulation and consent of the parties, by and through their respective counsel, this Court finds as follows:

1. Plaintiff Tyrone Four, LLC (“Plaintiff”) is the owner of certain real property consisting of approximately 72.39 acres as more particularly described in Exhibit A attached hereto and incorporated herein (the “Subject Property”).
2. Defendant Tyrone Township (“Defendant” or the “Township”) is a general law township organized and existing under the laws of the state of Michigan located in Livingston

County.

3. The Subject Property is bounded to the west by Runyan Lake Road (the East service drive of US-23) in the Township.

4. Plaintiff submitted a conditional rezoning application to the Township in which Plaintiff sought approval for the development of a single-family residential condominium project on the Subject Property consisting of 36 condominium units through a Cluster Development Option plan as authorized under the Township's zoning ordinance.

5. On June 16, 2020, the Township Board denied Plaintiff's conditional rezoning request.

6. Plaintiff thereafter filed its Complaint in this action challenging the validity of the Township's actions in denying the conditional rezoning request under various legal claims.

7. The Township filed an Answer denying Plaintiff's right to any relief in its Complaint. The Township continues to deny all allegations of wrongdoing and enters into this Consent Judgment for the sole purpose of bringing this lawsuit to an end and avoiding additional expenditure of money and resources.

8. The circumstances involved in this matter are unique to the Subject Property involved and the nature of the Development, in particular under the Township's cluster development option. Nothing about this Development nor this Consent Judgment should be viewed as setting a precedent for any other land use request within the Township, nor will the Township treat this Development in that fashion.

9. The parties now desire to settle this lawsuit in accordance with the terms and conditions set forth in this Consent Judgment.

**NOW, THEREFORE**, this Consent Judgment being presented to the Court pursuant to the stipulation of the parties, and the Court having determined that this Consent Judgment is reasonable and just, and in the best interest of the public, and that it has been entered into in good faith by the parties; the Court hereby Orders and Adjudges as follows:

A. The above paragraphs 1 – 9 are incorporated within and made a part of this Consent

**Judgment.**

**B. Plaintiff shall be permitted to develop the Subject Property as a new residential condominium project in accordance with the preliminary site plan dated May 31, 2023 Boss Engineering Project number 17-127 attached hereto as Exhibit B (the “Plan”) consisting of 34 residential condominium units which may be developed in two phases as shown with the cul-de-sac on the Plan, consistent with the terms and conditions set forth herein (the “Development”).**

**C. The Plan shall be deemed an approved concept plan and/or final preliminary plan under section 21.43(G)(1) of the Township zoning ordinance.**

**D. Except as otherwise provided in this Consent Judgment, the open space provisions of the Township’s zoning ordinance shall be inapplicable to the Development, and all rear yards depicted in the residential units on the Plan shall be for the exclusive use of the owner of each such unit, which may include the construction of an accessory structure in the rear yard of each unit at the unit owner’s option. Any accessory structure must be in compliance with Township ordinances and will require a permit for construction.**

**E. At Plaintiff’s exclusive option, the storm water drainage system in the Development may either be designed and constructed as an open ditch system or curb and gutter system, and sidewalks shall not be required but may be designed and constructed at Plaintiff’s exclusive option.**

**F. Plaintiff shall secure all necessary approvals from other governmental agencies for the development, construction and occupancy of residential dwellings on the Subject Property in accordance with section 21.43(G)(2) of the Township’s zoning ordinance, including but not limited to the Michigan Department of Environment, Great Lakes, and Energy, Livingston County Road Commission, Livingston County Drain Commission, Livingston County Health Department, Livingston County Building Department, and the Fire Department/Authority having jurisdiction. To the extent the Plan approved hereunder must be further modified as a result of regulatory requirements of, or conditions of approval by, other governmental agencies, such modifications shall be accepted by the Township and incorporated into the final site plan for the Development.**

G. Upon review and approval of all other governmental agencies as required under section 21.43(G)(2) of the Township's zoning ordinance, Plaintiff shall submit all documents required for final site plan review and approval by the Township Board under section 21.43(G)(3)(b)-€ of the zoning ordinance. Section 21.43(G)(3)(a) shall be inapplicable to the final site plan review and approval process for the proposed Development. As part of the final site plan review process by the Township Board, no provision of any Township ordinance shall be applied or enforced as a condition of approval, in a manner that requires the reduction of density below 34 residential units for the Development.

H. Upon approval of the final site plan for the Development, Plaintiff shall tender payment of the sum of \$10,000.00 to the Township for the intended purpose of renovating the historic township hall to be relocated to the property on which the existing Township offices are located.

I. In connection with final site plan review, Plaintiff shall submit the condominium Master Deeds and Bylaws (the "Condominium Documents") to the Township attorney and Planning staff for review and approval, which review and approval shall not be unreasonably withheld or delayed. The Condominium Documents shall be approved if they are consistent with the concept plan or preliminary site plan and the terms of this Consent Judgment and other applicable Township ordinances, provided that the terms of this Consent Judgment and exhibits hereto shall control in the event of any conflict with the Township ordinance.

J. At the time of the construction of the roads and infrastructure for the Development, Plaintiff shall remove all deadfall trees along the frontage of Runyan Lake Road and along the northern boundary of the Subject Property from Runyan Lake Road to the eastern boundary of the adjacent parcel assigned the tax ID number ending in 016.

K. In the event of a conflict between the provisions of the Tyrone Township Zoning Ordinance or other Township regulatory ordinances and the terms of this Consent Judgment, the Consent Judgment shall govern and supersede any and all conflicting ordinance provisions.

L. The parties shall execute any and all documents and/or enter into such agreements

as are necessary or convenient to effectuate the intent of this Consent Judgment.

M. This Consent Judgment is deemed to be in recordable form and a true copy of this Consent Judgment shall be recorded in the records of the Livingston County Register of Deeds.

N. The covenants contained herein are declared to be covenants running with the land, and all rights and obligations of the parties hereunder shall inure to the benefit of and be binding upon the parties' successors and assigns. Any reference in this Consent Judgment to the Township shall include any agent, employee, representative and official of the Township.

O. The terms of this Consent Judgment may only be amended, modified or altered by written agreement of the parties and approval by the Court.

P. All of the claims and causes of action alleged by Plaintiff in the lawsuit or which could have been alleged by Plaintiff of any person or entity having an ownership or other interest in the Subject Property, against the Township or any Township employee, officer or other official, including all claims for money damages relief, shall be, and they are hereby, merged into this Consent Judgment and are dismissed with prejudice and without costs or attorneys' fees to any party. Further, this Consent Judgment shall act as a complete release of all claims against the Township.

Q. In the event of any future proceeding regarding the enforcement of the respective rights and obligations of the parties, the prevailing party shall be entitled to the recovery of all reasonable attorneys' fees and costs in addition to any other applicable and appropriate relief.

R. This Consent Judgment shall be filed with the Register of Deeds for the County of Livingston. This Consent Judgment shall be deemed to run with the land. Plaintiff shall pay the costs of recording the Consent Judgment.

S. Each restriction and clause is intended to be severable and in the event that any restriction is for any reason held void, it shall not affect the validity of the remainder of this Consent Judgment.

T. Any clerical errors or mistakes in any document or exhibit description contained in this Consent Judgment may be corrected by the parties, and both parties agree to cooperate in

making such corrections in order to effectuate the spirit and intent of the parties in entering into this Consent Judgment.

U. The Court retains jurisdiction to enforce the terms of this Consent Judgment.

THIS IS A FINAL ORDER WHICH RESOLVES ALL CLAIMS AND CLOSES THE CASE.

\_\_\_\_\_  
HON. L. SUZANNE GEDDIS  
Circuit Court Judge

Stipulated and agreed to:

MYERS & MYERS, PLLC


FOSTER SWIFT COLLINS & SMITH, P.C.

  
\_\_\_\_\_  
Roger L. Myers (P49186)  
Attorneys for Plaintiff  
915 N. Michigan Avenue, Suite 200  
Howell, Michigan 48843  
517-540-1700

\_\_\_\_\_  
Thomas R. Meagher (P32959)  
Attorneys for Defendant  
313 W. Washington Square  
Lansing, Michigan 48933  
517-371-8161

Tyrone Four, LLC  
a Michigan limited liability company

Tyrone Township

By:   
\_\_\_\_\_  
Its: MANAGER

By: \_\_\_\_\_  
Its: \_\_\_\_\_

When recorded, return to:  
Roger L. Myers, Esq.  
Myers & Myers, PLLC  
915 N. Michigan Ave.  
Howell, MI 48843

# EXHIBIT A

**DESCRIPTION OF OVERALL PARCEL AS SURVEYED:**

Part of the Northwest 1/4 of Section 21, T4N-R6E, Tyrone Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of Section 21; thence along the North-South 1/4 line of Section 21, S 02°28'08" W, 1332.42 feet (previously described as 1332.40 feet), to the POINT OF BEGINNING of the Parcel to be described; thence continuing along the North-South 1/4 line of Section 21, S 02°28'08" W, 1336.68 feet (previously described as 1332.40 feet), to the Center of Section 21; thence along the East-West 1/4 line of Section 21, N 87°42'32" W, 2353.05 feet (previously described as N 87°59'37" W, 2348.56 feet); thence along the East line of Runyan Lake Road (a.k.a. east line of east service road of US-23) (70 foot wide Right of Way), N 01°51'44" E, 1335.38 feet (previously described as N 01°39'35" W, 1335.16 feet); thence S 87°44'28" E, 2367.19 feet (previously described as S 87°55'35" E, 2367.42 feet), to the POINT OF BEGINNING, containing 72.39 acres, more or less, and including the use of the existing Runyan Lake Road. Also subject to any other easements or restrictions of record.



# EXHIBIT B

# CONSENT JUDGMENT

1. ALL PROPOSED ADDRESS CHANGES SHALL BE REVIEWED AND APPROVED BY THE BOARD ASSOCIATION.
2. OUTBUILDINGS TO BE PERMITTED ON LOTS 1-18 WHERE THE TOPOGRAPHY ALONG THE ADJACENT CURVE.
3. ALL LOT PROPOSES IS FORCED BY HAVINGING RESENTMENT.
4. PROPOSED LANE BE CONSIDERED IN PLACE.
5. CURB RAILS SET BACK AS SHOWN ON THE GROUND PLAN UNLESS.
6. DEVELOPER HAS THE OPTION OF UTILIZING A CURB AND CUTTER ROAD CROSS SECTION.

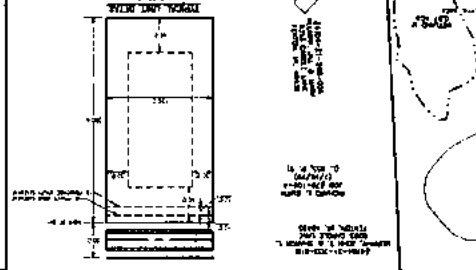
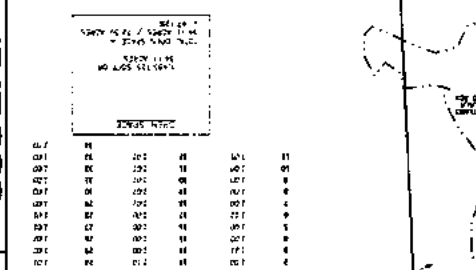
**DEVELOPER'S**

DATE: 11/11/2022

PROJECT: THE OAKS AT TYRONE

LOT SIZE TABLE

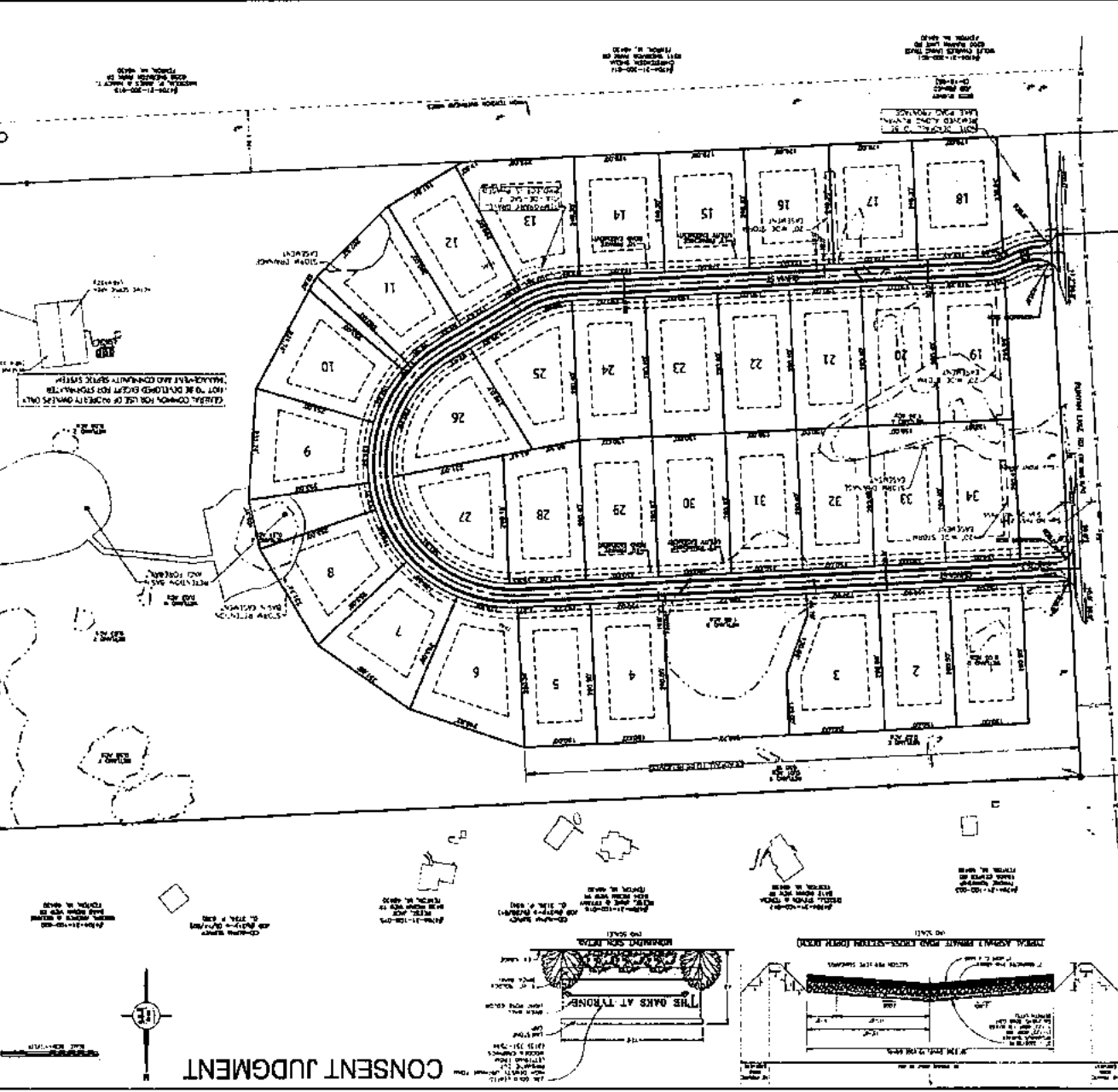
LOT #	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
1	1,100	1.10
2	1,100	1.10
3	1,100	1.10
4	1,100	1.10
5	1,100	1.10
6	1,100	1.10
7	1,100	1.10
8	1,100	1.10
9	1,100	1.10
10	1,100	1.10
11	1,100	1.10
12	1,100	1.10
13	1,100	1.10
14	1,100	1.10
15	1,100	1.10
16	1,100	1.10
17	1,100	1.10
18	1,100	1.10
19	1,100	1.10
20	1,100	1.10
21	1,100	1.10
22	1,100	1.10
23	1,100	1.10
24	1,100	1.10
25	1,100	1.10
26	1,100	1.10
27	1,100	1.10
28	1,100	1.10
29	1,100	1.10
30	1,100	1.10
31	1,100	1.10
32	1,100	1.10
33	1,100	1.10
34	1,100	1.10



**THE OAKS AT TYRONE**  
 TYRONE FOUR, LLC  
 3101 E. CHANDLER RIVER AVE.  
 HICKORY, NC 28603  
 704.246.4248 FAX 704.571.8410

**IBROSS Engineering**  
 3101 E. CHANDLER RIVER AVE.  
 HICKORY, NC 28603  
 704.246.4248 FAX 704.571.8410

Overall site/open space plan



PLAT NO. 2022-001  
 JOB NO. 22-127  
 SHEET NO. 11  
 DATE: 11/11/2022

Overall site/open space plan

# **NEW BUSINESS #4**

Request to RFP for IT services.



Township of Tyrone, MI

# **VC3 Manage - On Premises**

## **Cost Proposal and Service Plan**



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# Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is available at <https://www.vc3.com/terms-of-service/> and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to [betterit@vc3.com](mailto:betterit@vc3.com) identifying the Client and the applicable Orders. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

## Summary of Scope of Services & Fees

Company will provide the following services listed in Tables A and B. Recurring services, if included, shall be provided for 36 Months, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.

Company will audit the Client's usage of units on a monthly basis; for each unit found in excess of the amount listed in Table A, Company will increase the monthly fee by the corresponding amount indicated in Table A. Reductions in Units above the minimum threshold will be reflected on the invoice within 30 days of service removal. Additional services may be added at any time during the life of this contract at the unit rates listed below.

*(See tables on next page)*



**Table A: Services & Fees**

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
<b>On Premises Server Support</b> <i>Physical or virtual server that is running a server operating system. 24x7x365 Support - Servers, Proactive Monitoring, Maintenance &amp; Patching - Servers Strategic IT Planning Endpoint Detection &amp; Response + 24x7x365 SOC IT Asset Lifecycle Management</i>	1.00	\$39.03	\$39.03	\$0.00	\$0.00
<b>On Premises Workstation Support</b> <i>24x7x365 Support - Proactive Monitoring, Maintenance &amp; Patching Strategic IT Planning Endpoint Detection &amp; Response + 24x7x365 SOC Microsoft 365 Protection and Backups IT Asset Lifecycle Management</i>	16.00	\$39.03	\$624.48	\$0.00	\$0.00
<b>Data Recovery - Server Backup</b> <i>VC3 Managed Backups per Server</i>	1.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Services Monthly:</b>			<b>\$663.51</b>		

**Notes:**

- Prices shown above are valid for 90 days from date of Order.
- Legacy MI Based Pricing
- Unlimited onsite and remote support for the entire Twp.
- Full patch management and system monitoring, 24x7x365 EDR support monitored by SOC.
- Full onsite and off-site monitored Backup and Recovery of all Servers included.
- Strategic Alignment and Strategic Advisor included. Budgetary assistance and planning with a Strategic Timeline and regular meetings with your Advisor.
- Implementing CIS (Center for Internet Security) Standards across all Servers, Workstations and Laptops.



- Pricing in Work Order reflects 2023 initial staggered pricing... see below for 3 year staggered breakdown.
- 2023: \$7963 (or \$663.51 / month)
- 2024: \$11,466 (or \$955.50 / month)
- 2025: \$16,320 (or \$1360 / month)

**Table B: Summary of Fees**

One-Time Fees*	Monthly Fees	Annual Fees
\$0.00	\$663.51	\$0.00

\* One-Time fees may include implementation if required.





# Deliverables & Services

## VC3 Manage - On Premises

Company will supply the necessary qualified resources to manage the IT Services of the client as defined below.

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A.

Company will provide the following functions and services as part of this Order:

### A. Discovery & Deployment

1. Setup the Client System for management and provide training to help the Client get the most out of the services. This includes:
  - i. Deployment of the Company monitoring and management platform.
  - ii. Deployment of the Company endpoint protection and spam filtering.
  - iii. Full documentation and inventory of your network
  - iv. Best-practice configuration of the network for monitoring and management
  - v. Orientation and training for your staff
  - vi. MacOS Note: If Client is utilizing Mac OS, Company will provide documentation to end users on how to install Company's monitoring and management platform. MacOS does not allow a remote deployment of standard Company tools.
    1. Should Mac OS users require onsite assistance to install VC3's monitoring and management platform, support will be provided on a Time and Materials basis at the rates detailed within Client Master Agreement.
2. Implement performance monitoring of client's network prior to and during implementation.

### B. 24x7 Monitoring and Incident Response Services

1. Provide 24X7 Incident response services for all included user, server, and network devices.
2. Provide phone, remote and onsite support to authorized users for all included devices.
3. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.



4. Provide 24x7 collection of performance data for the client's included server and network devices per Company's best practices.
5. Utilize industry best practices for remote access, control, and management of all devices.
6. Patching: Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable devices. Some devices such as tablets and cell phones may not be compatible with included patching methodologies.
7. Resolution of monitoring alerts.
8. Resolution of performance issues.
9. Resolution of availability issues.
10. Resolution of end-user reported problems.
11. Routine additions, deletions, and changes to included devices and users.

**C. Application Support**

1. Provide support for client licensed 3<sup>rd</sup> party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.
2. Microsoft Applications
  - i. Includes Microsoft Office and Office 365 core applications. This is limited to Microsoft Access, Excel, OneDrive for Business, OneNote, Outlook, PowerPoint, SharePoint, Teams and Word.
  - ii. Application installs, synchronization issues, permission management and general troubleshooting are all within scope for these applications.

**D. Strategic IT Planning**

Provide the client with a named Strategic resource to assist Client with the following:

1. **Budgeting:** Work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
2. **Strategic Planning:** Recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The Company will work with the client as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment.
3. **Analyze IT Health data:** Perform a periodic analysis of the data collected by Company's monitoring systems to proactively resolve issues and assess potential



risks within the environment. The Company will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

**E. Endpoint Detection and Response**

1. Deployment of Company Endpoint Detection and Response (EDR) agents to all applicable included devices.
2. Monitoring of EDR agents by 24x7x365 Partner Security Operations Center (SOC).
3. Provide 24x7 Incident response services for all security events and incidents generated by the EDR tool for applicable devices. All events and incidents will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.

**F. IT Asset Administration**

1. Hardware and software asset and warranty expiration tracking
2. Domain name expiration tracking
3. Hardware and software purchase specification
4. Web portal access for ticket creation and management
5. Maintaining network documentation and secure password storage
6. Interfacing with vendors such as internet service providers (ISPs)

**G. Procurement**

1. Server, Networking, and Power equipment.
2. Desktops, laptops, tablets.
3. Peripherals, including Printers.
4. Software, including subscription-based services.
5. Domain names and security certificates.

Procured items by Company will be subject to one time set up fees if applicable per installation. Any items not procured by Company but requiring Company labor to install will also incur one time set up fees per installation.

**EXCLUSIONS**

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

- A. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific Company product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. Company will provide these services to



the client on a Time & Materials Order basis at the rates outlined in the Master Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding Company owned hardware explicitly provided through this Order.

- B. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
- C. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
- D. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
- E. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
- F. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
- G. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

## **CLIENT RESPONSIBILITIES**

- A. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
- B. Client is responsible for authorizing access for Company to sites that are owned / controlled by third parties.
- C. Client will make a best effort to maintain the minimum infrastructure requirements as defined by Company.
- D. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
- E. Client must assign Company as their Microsoft Partner of record.
- F. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Table A.



- G. Third party tool licensing may be required for additional cost.
- H. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage Company to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

## ASSUMPTIONS

- A. The Order will not become effective unless and until it is agreed upon and signed by the Client and Company.
- B. If Company is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>
- C. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
- D. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Agreement.
- E. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
- F. If client Microsoft licenses are under a current annual NCE subscription, Company assumes they will migrate to become under Company's management at the point of renewal.
- G. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.



# Invoicing

Company will invoice Client per Table C. Company will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

At the beginning of the 4<sup>th</sup> year unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.

The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to Company no fewer than 90 calendar days prior to expiration of the current active term.

**Table C**

Milestone Billing	Milestone Description / Date	Invoice Amount
One-Time Fees	Invoiced at signing of the Order.	\$0.00
Monthly Fees (1 <sup>st</sup> Year)	Invoicing to begin when recurring services begin.	\$663.51
Monthly Fees (2 <sup>nd</sup> Year)	Invoiced at annual renewal	\$955.50
Monthly Fees (3 <sup>rd</sup> Year)	Invoiced at annual renewal	\$1360.00

*\*Refer to Table B for implementation fee and monthly fee amounts.*

**VC3, Inc**

**Township of Tyrone, MI**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. Company utilizes the following priorities, criteria and response metrics:

**A. Priority 1:**

- System/device/service down causing work to cease and critical impact to the organization or a whole department; no workaround available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
- **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

**B. Priority 2:**

- System/device/service down causing work to cease and potential business impact for an individual user; no workaround available.
- Level of service degraded causing impact to the organization or a whole department; no workaround available.
- **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

**C. Priority 3:**

- Level of service degraded causing impact to an individual user; no work around available.
- Operational impact to the organization or a whole department though work continues as a result of implementing a workaround or use of other system/device/service.
- A request to enable or configure a system/device/service within 2 business days.
- Incidents related to Backup system failures.
- **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

**D. Priority 4:**

- Operational impact to the organization, department or user exists though work continues as a result of implementing a workaround or use of another system/device/service.
- A request to enable or configure a system/device/service within 5 business days.
- **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

**E. Priority 5:**

- Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
- A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
- Requests that have longer lead times to implement than possible within 5 business days.
- **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

*(See tables on next page)*



<b>Call Priority</b>	<b>Initial Client Contact Guidelines</b>	<b>Initial Client Contact Percentages</b>
1	60 Min	95%
2	2 business hours	95%
3	4 business hours	95%
4	8 business hours	95%
5	N/A	95%



# Addendum B – Maintenance Windows

All work performed within Company's Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on Company's Hosting or Client Infrastructure by Company engineers or staff is defined as "Scheduled Maintenance". During Scheduled Maintenance, some or all of Company's Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur on Mondays between 2 AM and 5 AM. A 15-minute downtime is expected during this window. If Client has a business need to avoid said outage, they must provide their request via the Company Service Desk ten business days in advance.
  - a. **Notification:** If Company decides to perform Scheduled Maintenance beyond the standard 15-minute downtime, Client will be notified via email ten business days before the Scheduled Maintenance window.
2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of Company's Hosting or Client Infrastructure within the control of Company is defined as "Emergency Maintenance". Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
  - a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary.
3. The Company Hosting or Client Infrastructure includes is not limited to the following areas: E-mail hosting, server hosting, website hosting, Content Management System, Hosted Applications, Internet Service Provider, Hosted Voice, and custom application hosting.

# Support

- Local, Unlimited, U.S.-based help desk
  - Enhanced with Secure, FIPS (Federal Information Processing Standards) compliant, remote access by I.T. Right Technicians
  - Enhanced with FCR (First Call Response Team) and Live 3<sup>rd</sup> Shift!
- Unlimited field response
- Automated systems monitoring
  - Windows and 3<sup>rd</sup> party patch management
- Secure managed remote backup of data
  - Enhanced with Full Image based Backups
- Monitored Endpoint Detection & Response
  - Enhanced with live 24/7 SOC (Security Operation Center) monitoring
- Anti-Ransomware / Quarantine
  - Enhanced with AI that can stop “Zero or Ground Day” threats
  - Enhanced with Rollback Technology



# Proactive Account Management

- Dedicated Technical Alignment Team
  - Proactive alignment emphasizing Industry Standard Best Practices
- Dedicated Virtual Chief Information Officer (VCIO) /Senior Account Manager
- End User Security Training and Phishing Campaign
- Project management
  - Dedicated Projects Team
- Increased Helpdesk and Field Staffing
  - Added a live 3<sup>rd</sup> shift in 2022
- Center for Internet Security (CIS)
  - Benchmark testing and Controls implementation
  - Compliant with State of MI and State Police recommended Security Measures



Here are some links to help support your case to the board.

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This article shows attacks are up about 65% over the last year with local government...

<https://www.9and10news.com/2019/10/09/significant-rise-in-cyber-attacks-on-local-governments-across-the-country-since-last-year/>

Nearly 1,000 government entities attacked in 2019

<https://www.heartland.org/news-opinion/news/local-governments-suffered-nearly-a-thousand-ransomware-attacks-report-finds>

The “unprecedented and unrelenting barrage of ransomware attacks” attributed to more than \$7.5 billion in losses.

General article on MI based attacks, such as Lansing Board of Water and Light... who paid the bad guys to get their data back.

<https://www.bridgemi.com/michigan-government/preparing-michigan-cities-health-systems-more-ransomware-attacks>

LBWL:

<https://www.lansingstatejournal.com/story/news/local/2016/11/25/bwl-prepared-ransomware-attack/94332454/>

Genessee County:

<https://nbc25news.com/news/local/genessee-county-clerk-says-he-was-hacked-by-russians>

[https://www.wnem.com/news/servers-hacked-in-genessee-county/article\\_f8c731e0-55a1-11e9-8124-a7aa4508b5b0.html](https://www.wnem.com/news/servers-hacked-in-genessee-county/article_f8c731e0-55a1-11e9-8124-a7aa4508b5b0.html)

<https://grandblancview.mihomepaper.com/articles/county-attacked-by-ransomware/>

<https://www.usnews.com/news/best-states/michigan/articles/2019-04-03/countys-computer-networks-attacked-by-ransomware-type-virus>

<https://www.mlive.com/news/flint/2019/04/genessee-county-gets-email-back-hopes-to-restore-other-computer-service-tuesday.html>

<https://www.mlive.com/news/flint/2019/08/after-cyber-attack-genessee-county-could-pay-18-million-to-avoid-a-repeat.html>

Attack on Michigan school:

<https://www.cbsnews.com/news/ransomware-attack-shuts-down-richmond-michigan-school-district/>

<https://www.mlive.com/news/ann-arbor/2020/01/hackers-demand-michigan-school-district-pay-10k-in-bitcoin.html>

Ferndale:

<https://patch.com/michigan/ferndale/scammers-hack-email-impersonate-city-official>

Shiawassee County:

<https://www.detroitnews.com/story/news/local/michigan/2018/06/02/mich-county-official-falls-phishing-scam-quits/35640183/>

Kent County Mental Health Authority:

<https://www.databreaches.net/mi-kent-county-community-mental-health-authority-notifies-2284-patients-after-phishing-attack/>

Ingham County:

<https://www.detroitnews.com/story/news/politics/2017/05/01/ingham-county-closes-offices-amid-hacking-concerns/101162544/>

Here is an example of using **Social Engineering** to break into a Michigan Jail system!!

(The knowB4 security training I plan to start will help the Twp avoid this kind of pitfall).

<https://www.freep.com/story/news/local/michigan/2018/04/26/washtenaw-county-computer-hacker/555434002/>

<https://www.bleepingcomputer.com/news/security/man-hacks-jail-computer-network-to-get-friend-released-early/>

City of Westland:

<https://www.csoonline.com/article/3367798/ransomware-attack-drives-city-to-seek-greater-network-visibility-into-cyber-threats.html>

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More from around the country...

<https://www.cpomagazine.com/cyber-security/massive-ransomware-attack-in-texas-hits-22-cities-and-towns-hackers-demand-millions-in-payment/>

- June 26, 2019: [Lake City, Florida, discloses ransomware attack and payment.](#)
- June 20, 2019: [City Riviera Beach, Florida, discloses ransomware attack and payment.](#)
- May 7, 2019: [City of Baltimore](#) hit with ransomware attack.
- April 2019: [Cleveland Hopkins International Airport](#) suffered a ransomware attack.
- April 2019: [Augusta, Maine](#), suffered a highly targeted malware attack that froze the city's entire network and forced the city center to close.
- April 2019: Hackers stole roughly \$498,000 from the [city of Tallahassee](#).
- March 2019: [Albany, New York](#), suffered a ransomware attack.
- March 2019: [Jackson County, Georgia](#) officials paid cybercriminals \$400,000 after a cyberattack shut down the county's computer systems.
- March 2018: [Atlanta, Georgia](#) suffered a major ransomware attack.
- February 2018: [Colorado Department of Transportation](#) (CDOT) employee computers temporarily were shut down due to a SamSam ransomware virus cyberattack.

The CIS Benchmarks are proven guidelines that will enable you to safeguard operating systems, software and networks that are most vulnerable to cyber-attacks. They are continuously verified by a volunteer IT community to combat evolving cybersecurity challenges and have been adopted by the State of Michigan. I.T. Right has included this as a part of your support contract with us.

This tool evaluates the cybersecurity posture of a system against recommended policy settings. It helps save time and resources by supporting automated content with policy setting recommendations based on the globally recognized CIS Benchmarks. It also provides IT and security professionals peace of mind by providing vulnerability scanning functionality for missed system patches.

I.T. Right has run this tool on the following machines prior to implementing security enhancements. Based on the findings, we implemented policies to fix some of the vulnerabilities without causing too many issues for end users. We then ran the tool again to show the increase in security scores that were achieved. While we have more to do, we have made great strides forward in the security posture for the City. I have summarized the results below.

**Results:**

Machine	Pre-Score	Post-Score
Domain Controller	34%	87%
Member Server	31%	88%
Client Machine	31%	86%

Please contact me if you have any questions.

Regards,

**Randy Allen, President**

**I.T. Right "When You Want IT Right"**

5815 East Clark Road

Bath, MI 48808

517-318-0350 option 5

517-318-0351 (Fax)

<http://www.itright.com>

**REQUEST FOR PROPOSAL**  
**TO PROVIDE**  
**INFORMATION TECHNOLOGY MANAGED**  
**SERVICES**

**FOR**

**The City of xxxxxxx**

**Due**

**xxxxxxx ##, 2019**  
**#:00 p.m.**

**THE CITY OF XXXXXX MICHIGAN**  
**REQUEST FOR PROPOSALS**

THIS REQUEST IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF WITH A SERVICE IN ACCORDANCE WITH THE ACCOMPANYING SPECIFICATIONS.

**SPECIFICATIONS FOR:** Information Technology Managed Services

**DUE DATE:** XXXXX ##, 2019 at #:00p.m.

**CONTRACT PERIOD:** 2019 with options for 2020, 2021

**SUBMIT PROPOSALS BEFORE PROPOSAL DUE DATE AND TIME TO:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TERMS AND CONDITIONS:** Enclosed in Proposal



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## **1.0 GENERAL INTENT OF THE REQUEST FOR PROPOSALS**

1.1 This request for proposal (RFP) outlines the nature and scope of the Information Technology Managed Services for THE CITY OF XXXXXXXX Michigan.

1.2 Vendor or Vendor with principals, spouses of principals, or any other stakeholders who are also employed by THE CITY OF XXXXXXXX, shall be deemed not eligible to submit proposals on this project. The City reserves the right to disqualify any proposal that it determines does not comply with the laws of the State of Michigan, policies of the City or creates a conflict, or the appearance of a conflict, of interest for the City.

## **2.0 PROJECT BACKGROUND**

### **2.1 Introduction**

THE CITY OF XXXXXXXX has 74 full time employees supported by IT, working in City facilities in THE CITY OF XXXXXXXX.

The City needs a Managed Service Provider to respond to business needs for timely, agile and effective IT services to support the changes of the City's operations and the pace of technology changes.

### **2.2 City's IT**

THE CITY OF XXXXXXXX began transitioning from a traditional IT organization to a Managed Service Provider model several years ago. It is expected that the successful bidder for this contract:

1. Understand government business processes, mobility, and utilize technology to make government most efficient.
2. Be an advocate for the City with recommendations for new technology, security, backup services, planning and budgeting.
3. Significant progress continues to be made in this transformation to update infrastructure. The successful bidder should expect to continue with projects and recommendations.
4. THE CITY OF XXXXXXXX IT primarily uses Microsoft line of products for office products and server technology with a few exceptions. Law enforcement uses CJIS information in compliance with Michigan State Police and CJIS requirements.
5. Some facilities are connected with site to site VPNs.
6. Employee workstations are varied and are currently running Windows 7 or greater. The City is in the process of upgrading workstations, a combination of desktops and laptops, and anticipates this project will be completed by the end of first quarter of 2019.

## **3.0 SCOPE OF WORK**

THE CITY OF XXXXXX is seeking proposals for Information Technology Managed Services to serve as a business partner in the delivery of managed IT services. Qualified Vendors must be:

1. Insured to the City requirements
2. Experienced and qualified managed services Vendor
3. Certified in Microsoft and Cisco products administration where appropriate
4. Have the names of all personnel on file with LEIN Services of Michigan State Police as having passed background check.

***Managed Services Categories:***

**Interested Vendors shall provide a proposal for a turnkey solution. If Vendors are not proposing for all services included in the RFP, proposals must clearly identify which services are being proposed on. Vendors are asked to hold pricing submitted for a minimum of 90 days after the proposal due date.**

**3.1 Service Desk Support:**

Currently, THE CITY OF XXXXXX's employees log xx support calls per month.

The in-house service desk team supports xx full time THE CITY OF XXXXXX employees with a total of the following devices:

- xx total PC's

**Required Services for Service Desk Support:**

1. Vendor shall provide end user and backend application support. The Vendor will enter into a Service Level Agreement (SLA) meeting business needs as outlined by the City. Support can be received via phone, e-mail.
2. Vendor Support technicians must possess relevant knowledge, certifications, manuals, and troubleshooting guides in order to determine if the issue can be resolved at their level or if the issue needs to be escalated to a Level II/III.
3. Vendor shall provide a monthly status report updating the services provided. This report must include a narrative of the provided service(s) and time spent for resolution.

**3.2 Network Infrastructure Monitoring and Network Administration:**

The network consists of the following devices:

- xx Managed switches (Various models)
- xx unmanaged switches at outlying locations
- xx Firewalls (Cisco ASA)
- xx total workstations
- VPN capabilities – VPN for Police Cars only
- Ubiquiti Wi-Fi APs and Controller

**Required Services for Network Infrastructure Monitoring and Network Administration:**

**a. Network Infrastructure Monitoring:**

1. Vendor shall provide a managed service solution that ensures visibility into the entirety of IT infrastructure operations.
2. Vendor must include the entire network fabric, for both wired and wireless networks, and should monitor traffic at every level. These tools shall monitor:
  - Switches
  - ASA - firewall
  - Wireless Access Points
  - Network LAN switches and bandwidth
3. Vendor monitoring must be available 24x7x365 and personnel will be expected to participate in monitoring. Vendor shall respond to critical alerts.
4. Vendor shall remotely manage all equipment.

**b. Network Administration:**

1. Vendor shall provide a network managed service that ensures visibility into the entirety of IT infrastructure operations.
2. Vendor shall provide Cisco-certified engineers to provide their expertise to design, implement, and maintain City networks.
3. Vendor shall also manage the network for security concerns, growth and changing infrastructure requirements.
4. Vendor shall provide the following professional services:
  - Network Administrator
  - Network Architect
  - Chief Information Officer

**3.3 Microsoft Servers, Vmware, and SQL Server Administration:**

Vendor shall administer City's Microsoft servers that are currently on premise. In the future City may have servers hosted as Infrastructure As-a-Service (Azure or AWS) to be administered by Vendor.

THE CITY OF **XXXXXX** currently has:

- Server
  - **xx** Windows 2016
- Number of SQL DBS
  - SQL version **xx**
  - Number of SQL databases - **xx**

**Required Services for Microsoft Services and SQL Server Administration:**

Required services include the following but not limited to:

- Windows servers
- Active Directory
- Backup and Disaster recovery

**1. Microsoft Server Administration:**

- Vendor shall provide certified Windows Server administration, including performance troubleshooting and optimization.

**2. SQL Database Server Administration:**

- Vendor shall provide certified Microsoft SQL Server database administration (or equivalent experience) resources to keep database resources up to date and assist with database creation, migration, troubleshooting, performance optimization, high availability configuration and maintenance as well as general database maintenance.

**3. Vendor shall provide monitoring of Servers to include:**

- Storage levels with appropriate warning alerts

**4. Vendor shall provide the following professional services:**

- Microsoft Server Administrator
- Storage Administrator
- Microsoft SQL Administrator
- Microsoft Office 365 Administrator

**3.4 Backup- As-a-Service**

Vendor shall provide backup of City's Servers. The City is looking for a Vendor to provide backup-As-a-Service through an external As-a-Service solution. The backups are incremental daily following an original full backup. The incremental backups are kept for a rolling 6 month. The Vendor must comply with the City's retention schedule.

- **xx** Tb of Business Data

**Required Services for Backup As-a-Service:**

**1. Vendor shall provide Backups for all servers:**

- Full at contract start date
- Daily Incremental
- Remediation of daily unsuccessful backups
- Test restoration of backups on a quarterly basis

2. Vendor shall provide the following professional services:

- Backup / Restore Administrator
- Backup Architect

### **3.5 Desktop-As-a-Service**

THE CITY OF XXXXXX IT currently supports xx desktop workstations.

We are currently in the process of updating our workstations to Windows 10.

Deployment model is a full client install on each workstation.

#### **Required Services for Desktop As-a-Service:**

##### **A. Workstation provisioning and readiness**

1. Vendor must provide desktop services including imaging, support, patching, software packaging/deployment, antivirus, troubleshooting of desktop environment.
2. Proposals must support the City's workstation rotation model; (to be determined). Vendor must work with THE CITY OF XXXXXX to determine workstation make and models selected.

##### **B. Physical deployment of workstations and peripherals**

- Support for the following related services below. This service is for "last mile deployment" only to end-users of the peripherals and services related to workstations.
  - Workstations/laptops - Including physical deployment and setup of devices, new workstations, re-deployment of existing workstations, and rotation (decommission) of existing workstations, and deployment of MDCs in patrol cars.
  - Local Printers/Scanners

Vendor shall provide the following professional services:

- Desktop technician
  - Level 1 – basic troubleshooting and install

### **3.6 Security & Compliance:**

#### **Required Services for Security & Compliance:**

The Vendor should have capabilities in multiple security areas, including:

1. Vendor shall perform ongoing Information Security assessments and document findings and recommendations for improvement and remediation to THE CITY OF XXXXXX's environment.
2. Network and Application Security testing and monitoring
  - Incidence Response: Identifying and responding to threats and issues in THE CITY OF XXXXXX's environment including those within its data regardless if it's on premise, in-cloud or in a hosted solution such as Office365 and other hosted environments.
3. Security Policy reviews including but not limited to:
  - Access Management
  - Password Management
  - Remote Access/Multifactor authentication
  - Active Directory Management
  - Personnel Training/Guidance
  - Internet Content Filtering
  - Software Deployment Standards
4. Intrusion Testing and Systems Hardening
  - Review and recommend system hardening procedures
  - Annual policy and procedure compliance testing for:
    - Payment Card Industry (PCI)
    - Health Insurance Portability and Accountability Act (HIPAA)
    - Criminal Justice Information Services (CJIS)
5. Annual Penetration/vulnerability testing of internal and external applications, systems and networks
6. Annual Security, penetration and vulnerability testing for wireless networks

### **3.7 Professional Services:**

THE CITY OF XXXXXX IT as part of the bid, requires the successful bidder to be proficient in the following areas:

- Desktop support
- Infrastructure support
- Network support

## **Required Services for Professional Services:**

1. Vendor shall provide on-site or remote engineers/technicians as required to perform City migrations, system administration, network infrastructure administration, database administration, server/storage administration, desktop administration and report building, projects and planned maintenance, documentation and data collection.

### **4.0 PROPOSAL ORGANIZATION**

The proposal should consist of the following information in the outline indicated.

#### **4.1 General Information**

- 4.1.1 Identify the Vendor's and its legal status (i.e., corporation, partnership, etc.), address, name of single point of contact, single point of contact information, and name of person with binding authority to enter into contracts.

#### **4.2 Understanding/Statement of Interest**

- 4.2.1 Indicate the Vendor's knowledge and understanding of the City's request and their capabilities to carry out the scope of work.
- 4.2.2 Describe Vendor's history, financial resources, capabilities, and stability. Provide information demonstrating Vendor's ability to fiscally manage and monitor services proposed.

#### **4.3 Service Approach: Vendors are required to respond to every service section.**

- 4.3.1 Provide a complete description and your approach to the managed services to be provided for each of the required services set out in **Section 3, Scope of Work**. This must include a clear understanding of what the Vendor will provide and what the Vendor expects the City will provide. Include in this section your organizations hours of operations, after hours support.
- 4.3.3 Include a description of the proposed methodology and any innovative methods or concepts that might be recommended as being particularly beneficial to THE CITY OF **XXXXXX**.
- 4.3.5 Describe your plan for Quality Control and identify roles and responsibilities for each quality control task for each service category.

#### **4.4 Personnel**

- 4.4.1 Indicate the current number of employees trained and available to provide all of the required services in each of the proposed service categories.
- 4.4.2 A detailed description of the Vendor's sales, account management, and technical services teams assigned to THE CITY OF **XXXXXX**. Include biographies and numbers of years working in the capacity proposed with the Vendor.



4.4.3 Provide a certification list for technical staff in each service category proposed.

#### **4.5 References**

4.5.1 Identify 3 current references that THE CITY OF XXXXXX may contract regarding experience for proposed services outlined in this RFP. Identification of each reference shall include:

- Contact name and title
- Contact address and telephone
- Contact email

#### **4.6 Contract Terms and Conditions**

4.6.1 Vendor shall submit written example of terms and conditions for the work described in their proposal. The City will review and may propose amendments to that contract or provide alternative contract language.

#### **4.7 Cost Model**

4.7.1 Vendors shall submit an annual pricing model for each proposed service for a one year, two year and three-year contract. Pricing must be comprehensive for the proposed service and must include implementation, migration, and ongoing costs. In pricing model, the following should be considered:

- Costs not identified in the cost proposal will not be entertained during contract negotiations.
- Hardware required as part of this proposal (i.e., backup gateways needed for proposed backup solutions, etc.)

4.7.2 Cost proposals must be submitted in hard copy form. Three (3) hard copies shall be in a **sealed envelope** and clearly labelled with Vendor's Name on the outside of the envelope.

### **5.0 CONDITIONS FOR PROPOSAL SUBMITTAL**

#### **5.1 Proposal Format**

The proposal should be submitted on 8-1/2" x 11" soft bound sheets.

#### **5.2 Questions**

Vendors are asked to submit questions related to the specific project requirements and contents of proposal **in writing by DATE to:**

**Name/Title**  
**City of XXXXXX**  
**Address**  
**XXXXXX, MI ZIP**

Questions may be E-Mailed to **xxxxxx**. Written responses to all questions received will be furnished through an addendum to all Vendors by **Date, 2019 at #:# # p.m.** No oral questions will be entertained prior to or after the deadline for written questions specified above. **Vendors are cautioned not to contact any THE CITY OF xxxxxx staff directly. Evidence of such contact may be cause for rejection of proposal.**

**5.3 Proposal Submission/Deadline**

Vendors are required to submit three (3) hard copies of their service proposal in one package/envelope. Both the proposal and the cost proposal must be submitted to the following address by **xxxxxx, xxxxxx ##, 2019 at #:o.p.m. Late proposals will not be accepted.**

**Managed IT Services**

**Name/Title  
City of xxxxxx  
Address  
xxxxxx, MI ZIP**

**Late proposals will not be accepted and will be returned to the Vendor unopened.**

Proposals must be endorsed with the signature of a responsible official having the authority to bind the offer to the execution of the proposal. Each proposal must be submitted in a sealed envelope prominently marked on the lower left side as follows:

---

**PROPOSAL DUE DATE: no later than xxxx ##, #### at #:00 p.m.**

**VENDOR NAME:** \_\_\_\_\_

Failure to do so may result in a premature opening of, post-opening of, or failure to open that proposal. Facsimile, oral, telephone, or telegraphic proposals are invalid and will not receive consideration.

**5.4 Retention of Proposals**

Upon submission, all proposals become the property of THE CITY OF **xxxxxx**, which has the right to use any ideas presented in any proposal submitted in response to this RFP, whether or not the proposal is accepted.

**6.0 PROPOSAL EVALUATION**

**6.1 Method of Award**

The City considers the subject matter of this proposal to be a professional service.

Although economic issues will be considered in the award process, emphasis will also be placed upon the quality of the service offered, experience factors, the competency of the prospective Vendor, and outside references.

## **6.2 Cancellation of Award**

The City reserves the right, without any liability, to cancel the award of any proposals, at any time before the execution of the agreement documents by all parties.

## **6.3 Evaluation Procedures**

It is the intent of the City to review all proposals and judge their merit. THE CITY OF XXXXXX will select a Vendor with which to begin negotiations to provide the City with Managed Services. The City may elect to invite final Vendors to present and/or demonstrate services during the evaluation period.

Failure of the Vendor to provide in the proposal any information requested in this RFP may result in disqualification of that proposal.

## **6.4 Criteria for Evaluation**

The decision on selecting a Vendor for the project will be based on the following criteria:

### **6.4.1. Service Experience:**

- Experience of Vendor
- Vendor Depth
- Similar Type Services
- Similar Size Services
- Vendor Stability
- Vendor References

### **6.4.2. Understanding/Compatibility**

- Understanding of THE CITY OF XXXXXX Needs Based On Information Provided
- Interest/Commitment
- Thorough understanding of the various City customer's needs

### **6.4.3. Approach**

- Work Plan / Timelines
- Schedule Management
- RFP Specifications
- Explanation of Quality Control and Assurances
- Vendors ability to provide multiple services

### **6.4.4. Cost**

## **6.5 Oral Presentation**

Following evaluation of proposals, Vendors may be required to give an oral presentation of their proposal to THE CITY OF XXXXXX. This will provide an opportunity for the Vendor to clarify or elaborate on specifics within their proposal. **Vendors will be expected to pay for any costs they incur for the oral presentation along with any costs associated with preparing and transmitting informational responses.**

#### **6.6 Negotiation Procedures**

The CITY OF XXXXXX Analysis Team will evaluate each proposal based on the information furnished by the Vendor and will make a recommendation. In responding to the Request for Proposals, the Vendor is cautioned to address each of the evaluation factors in as much detail as possible and in the order that the factors are listed under **Section 4.0, Required Information.**

#### **6.7 Rejection of Proposals**

THE CITY OF XXXXXX reserves the right to reject any (or all) proposal(s) based on the evaluation criteria contained in this RFP. The City also reserves the right to cancel or amend this RFP at any time. Any changes in the status of the RFP will be brought to the attention of all parties that have received the same.

### **7.0 MISCELLANEOUS PROVISIONS**

#### **7.1 Contract Provisions**

Proposals submitted in response to the RFP may become a part of any subsequent contract. If for any reason the selected Vendor deviates in any way from previous proposed services, the City may reject the proposal and begin negotiations with another Vendor.

#### **7.2 Provisions for Sub-Contract**

Vendor shall not subcontract any portion of the work to be performed under this contract nor assign this contract without the prior written approval of the authorized agent of the City.

#### **7.3 Non-Discrimination**

The responding Vendor must demonstrate that it has agreed not to discriminate in hiring practices on the basis of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, disability, or sexual orientation.

#### **7.4 Lobbying**

Any attempt to contact members of the City Board, or department heads involved or affected by the project, including second party contact, will result in immediate rejection of your proposal.

#### **7.5 Limitations**

THE CITY OF XXXXXX will not be responsible for any costs incurred by applicants in preparing proposals.

# **NEW BUSINESS #5**

Resolution to Authorize Negotiating for Summer Tax  
Collection with Schools.

**RESOLUTION #231101  
TYRONE TOWNSHIP, LIVINGSTON COUNTY**

**TO AUTHORIZE NEGOTIATING FOR  
SUMMER TAX COLLECTION WITH SCHOOLS**

**WHEREAS**, Act 333, Public Acts of Michigan, 1982, provides that townships may negotiate the collection of summer property taxes upon request of the local school districts; and

**WHEREAS**, in previous years school districts within the boundaries of Tyrone Township have requested one-half or all of the tax levy;

**WHEREAS**, school districts within the boundaries of Tyrone Township have indicated they will request one-half or all of the 2024 tax levy, including debt services; and

**WHEREAS**, the 2024 summer property tax collection shall not be an additional expense to Tyrone Township;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The negotiations for the collection of the 2024 summer school tax, as certified by school districts within Tyrone Township, are authorized.
2. The Supervisor, Mike Cunningham, and Treasurer, Jennifer Eden, are authorized and directed to negotiate on behalf of Tyrone Township.
3. These taxes will be levied commencing July 1, 2024.
4. Should an agreement not be determined to cover reasonable expenses, Tyrone Township will not be responsible for the collection of the above tax.

**RESOLVED BY:**  
**SUPPORTED BY:**

**VOTE:**

**ADOPTION DATE:** November 21, 2023

**CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on November 21, 2023, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

---

Pamela Moughler  
Tyrone Township Clerk

DRAFT



# **NEW BUSINESS #6**

Resolution to establish the early voting location.

**RESOLUTION #2311xx**  
**TYRONE TOWNSHIP, LIVINGSTON COUNTY**

**RESOLUTION ESTABLISHING EARLY VOTING PRECINCT**

**WHEREAS**, the voters of the State of Michigan, on November 8, 2022, approved the passage of Proposal 22-2, which in part, entitles registered voters to vote in every State and Federal election in person at an Early Voting site prior to election day; and

**WHEREAS**, Proposal 22-2 requires the Early Voting sites must be open for nine (9) consecutive days beginning on the second Saturday before the election and ending on the Sunday before the election, for at least eight hours each day; and

**NOW, THEREFORE, BE IT RESOLVED** that the Tyrone Township Early Voting Precinct is established and will be located at the Tyrone Township Hall and the Early Voting Precinct for State and Federal Elections will be open for nine (9) consecutive days as required by statute.

**RESOLVED BY:**

**SECONDED BY:**

**VOTE:**

**ADOPTION DATE:**

**CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on November 21, 2023, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

---

Pamela Moughler  
Township Clerk

# **NEW BUSINESS #7**

Approval of 2024 sewer rates.

## 2024 SEWER RATES

### GRAVITY RATES:

	2023 RATES	2024 RATES
SEWER O & M GRAVITY	\$130.00	\$130.47
ADMIN FEE GRAVITY	\$1.93	\$1.93
BILLING FEE RESIDENT	\$3.00	\$3.00
DEBT FEE RESIDENT	\$60.47	\$60.00
<b>TOTAL GRAVITY</b>	<b>\$195.40</b>	<b>\$195.40</b>

### GRINDER RATES:

SEWER O & M GRINDER	\$190.00	\$190.47
ADMIN FEE GRINDER	\$2.53	\$2.53
BILLING FEE RESIDENT	\$3.00	\$3.00
DEBT FEE RESIDENT	\$60.47	\$60.00
<b>TOTAL GRINDER</b>	<b>\$256.00</b>	<b>\$256.00</b>

### COMMERCIAL:

FLOW RATE per 1000 gallons	\$4.16	\$4.16
SEWER O & M Mobile Homes Per REU	\$130.00	\$130.47
ADMIN FEE COMM	1% OF TOTAL BILL	1% OF TOTAL BILL
BILLING FEE COMM	\$3.00	\$3.00
DEBT FEE COMM PER REU	\$60.47	\$60.00
GRINDER FEE COMM PER GRINDER	\$60.00	\$60.00
RTS FEE PER REU	\$77.36	\$77.36
GRINDER O & M COMMERCIAL FLAT RATE PER REU	\$130.00	\$130.47