

STATUTORY DRAINAGE BOARD AGENDA
Washtenaw County
705 N. Zeeb Rd, Ann Arbor, Michigan
Tuesday, February 16, 2021, 4:30 p.m.
VIA ZOOM

(Due to COVID-19 Restrictions, this meeting is being held virtually)

I. CALL TO ORDER

II. VARIOUS CHAPTER TWENTY DRAINS

A. Public Participation

B. Approval of Minutes of Regular Meeting of January 19, 2021 -
Attachment A - Page 1 (ACTION REQUIRED)

C. Monthly Financial Summary – January 2021
Attachment B—Page 3 (NO ACTION REQUIRED)

III. CLAIMS

A. Claims \$2500.00 and Under – January 2021
Attachment C-1—Page 5 (RECEIVE AND FILE)

B. Claims \$2500.00 and Over – January 2021
Attachment C-2—Page 5 (RECEIVE AND FILE)

IV. ACTION AND DISCUSSION ITEMS

A. Resolution to Enter into a Service Contract with Various Chapter 20 Drain Drainage Districts and Little House Landscapes, LLC (DBA Feral Flora, LLC) for Maintenance. **Attachment D**—Page 6 (ACTION REQUIRED)

B. Resolution to Purchase an Enclosed Right-of-way Maintenance Trailer with Funds from the Equipment Revolving Fund.
Attachment E—Page 9 (ACTION REQUIRED)

C. Resolution to Purchase a Combination Sewer Cleaner (Vactor) Truck with Funds from the Equipment Revolving Fund.
Attachment F—Page 11 (ACTION REQUIRED)

D. Allen Creek and Branches Drain Discussion (Closed Session) (ACTION REQUIRED)

E. Update: Various Chapter 20 Drains (NO ACTION REQUIRED)

IV. ADJOURNMENT

Next Month's Meeting Via ZOOM
March 15, 2021; 4:30 p.m.

**COUNTY OF WASHTENAW
STATUTORY DRAINAGE BOARD FOR
THE VARIOUS CHAPTER TWENTY DRAINS**

Minutes of a Meeting Held on January 19, 2021
Held via Zoom due to Covid-19 Restrictions

A regular meeting of the Statutory Drainage Board for the various Chapter 20 Drainage Districts was held via Zoom at 4:30 pm.

MEMBERS PRESENT: Harry Sheehan, Chief Deputy Water Resources Commissioner,
Acting Chair, City of Ann Arbor, MI
Sue Shink, County Commissioner, Northfield Township, MI
Justin Hodges, County Commissioner, Ypsilanti Township, MI

MEMBERS ABSENT:

OTHERS PRESENT: Mallory Walczesky, GIS & Special Assessment Supervisor, City
of Ann Arbor, MI
Mike Burbidge

CALL TO ORDER:

Chief Deputy Water Resources Commissioner Harry Sheehan called the meeting to order at 4:33 p.m.

PUBLIC PARTICIPATION:

No comments from the public.

APPROVAL OF MINUTES:

Shink, supported by Hodges, moved to approve the minutes of the regular meeting of December 14, 2020.

Vote: Yeas –3; Nays – 0; Absent – 0
Motion carried

MONTHLY FINANCIAL SUMMARY:

The Board received the financial summary for December 2020.

CLAIMS:

The Board received and filed the claims under \$2,500 from December 2020.
The Board received and filed the claims over \$2,500 from December 2020.

ACTION AND DISCUSSION ITEMS:

Hodges, supported by Shink, motioned to approve the Resolution to Amend a Service Contract between Benz Creek Drain Drainage District and All Star Power for the "Benz Creek HHGC 5598.01" Drain Project.

Vote: Yeas –3; Nays – 0; Absent – 0;
Motion carried

County of Washtenaw
Statutory Drainage Board
Minutes of January 19, 2021
Page 2

Shink, supported by Hodges, motioned to approve the Resolution to Enter into a Service Contract for Sediment Removal at Malletts Creek Drain Drainage District's Mary Beth Doyle Park Ponds.

Vote: Yeas –3; Nays – 0; Absent – 0;
Motion carried

UPDATES ON VARIOUS CHAPTER 20 DRAINS

None

ADJOURNMENT:

There, being no further business, on motion duly made, seconded, and unanimously adopted, the meeting was adjourned at 4:50 p.m.

Harry Sheehan, Acting Chair

Upon motion by _____ supported by _____, the minutes of the above meeting were approved at a meeting held on February 16, 2021.

Harry Sheehan, Acting Chair

FUND	DRAIN	CH	LABOR COSTS	TRUCK COSTS	EQUIPMENT COSTS	JAN 2021 TOTAL	2021 FY YTD	FIVE YEAR AVE
8800	Allen Creek and Branches	M20				\$0.00	\$66,725.88	\$32,711.71
8801	Beyer Relief	M20	\$1,814.81	\$329.70	\$50.00	\$2,194.51	\$51,506.61	\$100,714.18
8802	Carpenter Road	M20				\$0.00	\$2,627.39	\$8,695.27
8804	County Farm	M20	\$899.69	\$86.35	\$6.75	\$992.79	\$2,025.38	\$11,498.24
8805	East Branch of Big Marsh 20	M20				\$0.00	\$0.00	\$9,159.90
8806	Ellsworth Road	M20				\$0.00	\$0.00	\$835.42
8808	Garden Homes	M20	\$2,264.90	\$164.85	\$1,571.95	\$4,001.70	\$6,910.06	\$7,728.25
8809	Gault Village	M20				\$0.00	\$0.00	\$1,256.39
8810	Hamilton Tile	M20	\$196.68			\$196.68	\$196.68	\$2,123.41
8811	Jewell Road	M20				\$0.00	\$0.00	\$2,992.00
8812	N Branch of Stoney Crk Ext	M20				\$0.00	\$39.34	\$317.80
8814	North Ford Lake CONSOL	M20	\$2,100.50	\$361.10		\$2,461.60	\$34,668.71	\$42,352.56
8815	North Whittaker Road #1	M20				\$0.00	\$0.00	\$24,544.66
8816	Malletts Creek	M20	\$5,921.72	\$769.30	\$25.00	\$6,716.02	\$64,325.44	\$51,180.59
8817	Rawsonville Road	M20				\$0.00	\$0.00	\$13,190.77
8822	Swift Run	M20	\$1,000.12	\$94.20	\$8.25	\$1,102.57	\$15,637.03	\$11,888.63
8823	Swift Run Extension	M20				\$0.00	\$0.00	\$6,950.78
8825	Traver Creek	M20				\$0.00	\$283.11	\$7,312.69
8826	Upper Paint Creek	M20	\$236.01	\$62.80		\$298.81	\$11,895.77	\$29,926.10
8827	Westlawn	M20				\$0.00	\$0.00	\$1,824.40
8828	Whittaker Road	M20	\$678.55	\$141.30	\$49.75	\$869.60	\$3,050.56	\$2,887.48
8829	Whittaker-Textile	M20				\$0.00	\$2,817.88	\$5,814.84
8830	Willow Run	M20				\$0.00	\$1,843.94	\$4,622.46
8831	Willow Run Ext 1 & Brnchs	M20	\$196.68			\$196.68	\$2,109.69	\$9,277.55
8832	Ypsilanti Township #01	M20				\$0.00	\$114.29	\$5,532.33
8833	Ypsilanti Township #02	M20				\$0.00	\$4,334.94	\$1,809.00
8834	Ypsilanti Township #03	M20				\$0.00	\$0.00	\$3,629.32
8835	Ypsilanti Township #04	M20				\$0.00	\$2,381.97	\$10,459.32
8836	Ypsilanti Township #05	M20				\$0.00	\$0.00	\$1,676.54
8837	Ypsilanti Township #06	M20				\$0.00	\$1,571.10	\$2,617.86
8838	Ypsilanti Township #07	M20	\$120.03	\$15.70		\$135.73	\$4,777.09	\$12,275.01
8839	Ypsilanti Township #07 Ext	M20				\$0.00	\$188.74	\$458.19
8840	Ypsilanti Township #08	M20				\$0.00	\$4,044.53	\$6,681.22
8841	Ypsilanti Township #09	M20				\$0.00	\$1,040.17	\$1,363.34
8842	Ypsilanti Township #09 Ext	M20				\$0.00	\$0.00	\$494.23
8843	Ypsilanti Township #10	M20				\$0.00	\$267.41	\$3,356.89
8844	Ypsilanti Township #11	M20	\$629.36	\$102.05		\$731.41	\$920.15	\$209.76
8845	Ypsilanti Township #12	M20				\$0.00	\$0.00	\$1,889.33
8846	Ypsilanti Township #13	M20				\$0.00	\$4,569.47	\$4,158.91
8847	Ypsilanti Township #13 Ext	M20				\$0.00	\$0.00	\$2,951.16
8848	Ypsilanti Township #14	M20				\$0.00	\$699.93	\$2,047.31
8851	Ypsilanti Twp #01 Consolidated	M20				\$0.00	\$866.36	\$7,944.99
8852	Ypsilanti Twp #02 Consolidated	M20				\$0.00	\$558.37	\$3,661.09
8859	Michigan Ave East Central	M20				\$0.00	\$0.00	\$1,943.51
8864	Millers Creek Ann Arbor	M20				\$0.00	\$0.00	\$0.00
8865	Benz Creek	M20				\$0.00	\$0.00	\$0.00
		TOTAL	\$16,059.05	\$2,127.35	\$1,711.70	\$19,898.10	\$292,997.99	\$478,769.40

JANUARY 2021 FINANCIALS FOR CHAPTER 20 DRAINS
SORTED

ATTACHMENT B

FUND	DRAIN	CH	LABOR COSTS	TRUCK COSTS	EQUIPMENT COSTS	JAN 2021 TOTAL	2021 FY YTD	FIVE YEAR AVE
8816	Malletts Creek	M20	\$5,921.72	\$769.30	\$25.00	\$6,716.02	\$64,325.44	\$51,180.59
8808	Garden Homes	M20	\$2,264.90	\$164.85	\$1,571.95	\$4,001.70	\$6,910.06	\$7,728.25
8814	North Ford Lake CONSOL	M20	\$2,100.50	\$361.10		\$2,461.60	\$34,668.71	\$42,352.56
8801	Beyer Relief	M20	\$1,814.81	\$329.70	\$50.00	\$2,194.51	\$51,506.61	\$100,714.18
8822	Swift Run	M20	\$1,000.12	\$94.20	\$8.25	\$1,102.57	\$15,637.03	\$11,888.63
8804	County Farm	M20	\$899.69	\$86.35	\$6.75	\$992.79	\$2,025.38	\$11,498.24
8828	Whittaker Road	M20	\$678.55	\$141.30	\$49.75	\$869.60	\$3,050.56	\$2,887.48
8844	Ypsilanti Township #11	M20	\$629.36	\$102.05		\$731.41	\$920.15	\$209.76
8826	Upper Paint Creek	M20	\$236.01	\$62.80		\$298.81	\$11,895.77	\$29,926.10
8810	Hamilton Tile	M20	\$196.68			\$196.68	\$196.68	\$2,123.41
8831	Willow Run Ext 1 & Brnchs	M20	\$196.68			\$196.68	\$2,109.69	\$9,277.55
8838	Ypsilanti Township #07	M20	\$120.03	\$15.70		\$135.73	\$4,777.09	\$12,275.01
8800	Allen Creek and Branches	M20				\$0.00	\$66,725.88	\$32,711.71
8802	Carpenter Road	M20				\$0.00	\$2,627.39	\$8,695.27
8805	East Branch of Big Marsh 20	M20				\$0.00	\$0.00	\$9,159.90
8806	Ellsworth Road	M20				\$0.00	\$0.00	\$835.42
8809	Gault Village	M20				\$0.00	\$0.00	\$1,256.39
8811	Jewell Road	M20				\$0.00	\$0.00	\$2,992.00
8812	N Branch of Stoney Crk Ext	M20				\$0.00	\$39.34	\$317.80
8815	North Whittaker Road #1	M20				\$0.00	\$0.00	\$24,544.66
8817	Rawsonville Road	M20				\$0.00	\$0.00	\$13,190.77
8823	Swift Run Extension	M20				\$0.00	\$0.00	\$6,950.78
8825	Traver Creek	M20				\$0.00	\$283.11	\$7,312.69
8827	Westlawn	M20				\$0.00	\$0.00	\$1,824.40
8829	Whittaker-Textile	M20				\$0.00	\$2,817.88	\$5,814.84
8830	Willow Run	M20				\$0.00	\$1,843.94	\$4,622.46
8832	Ypsilanti Township #01	M20				\$0.00	\$114.29	\$5,532.33
8833	Ypsilanti Township #02	M20				\$0.00	\$4,334.94	\$1,809.00
8834	Ypsilanti Township #03	M20				\$0.00	\$0.00	\$3,629.32
8835	Ypsilanti Township #04	M20				\$0.00	\$2,381.97	\$10,459.32
8836	Ypsilanti Township #05	M20				\$0.00	\$0.00	\$1,676.54
8837	Ypsilanti Township #06	M20				\$0.00	\$1,571.10	\$2,617.86
8839	Ypsilanti Township #07 Ext	M20				\$0.00	\$188.74	\$458.19
8840	Ypsilanti Township #08	M20				\$0.00	\$4,044.53	\$6,681.22
8841	Ypsilanti Township #09	M20				\$0.00	\$1,040.17	\$1,363.34
8842	Ypsilanti Township #09 Ext	M20				\$0.00	\$0.00	\$494.23
8843	Ypsilanti Township #10	M20				\$0.00	\$267.41	\$3,356.89
8845	Ypsilanti Township #12	M20				\$0.00	\$0.00	\$1,889.33
8846	Ypsilanti Township #13	M20				\$0.00	\$4,569.47	\$4,158.91
8847	Ypsilanti Township #13 Ext	M20				\$0.00	\$0.00	\$2,951.16
8848	Ypsilanti Township #14	M20				\$0.00	\$699.93	\$2,047.31
8851	Ypsilanti Twp #01 Consolidated	M20				\$0.00	\$866.36	\$7,944.99
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8859	Michigan Ave East Central	M20				\$0.00	\$0.00	\$1,943.51
8864	Millers Creek Ann Arbor	M20				\$0.00	\$0.00	\$0.00
8865	Benz Creek	M20				\$0.00	\$0.00	\$0.00
TOTAL			\$16,059.05	\$2,127.35	\$1,711.70	\$19,898.10	\$292,997.99	\$478,769.40

FUND	DRAIN	CH	COST	INV_DATE	GL_DATE	VENDOR	DESCRIPTION
CLAIMS UNDER \$2,500							ATTACHMENT C-1
8801	Beyer Relief	M20	\$ 25.60	12/31/2020	1/25/2021	WeCare Denali	yard waste
8808	Garden Homes	M20	\$ 40.00	12/31/2020	1/25/2021	WeCare Denali	yard waste
8816	Malletts Creek	M20	\$ 178.75	1/22/2021	1/25/2021	PlantWise	Invasives Control
8816	Malletts Creek	M20	\$ 1,178.50	1/20/2021	1/29/2021	Kempf	contractual services
8860	Equipment Revolving Fund	REQ	\$ 14.98	1/27/2021	1/29/2021	Tractor supply	supplies
8860	Equipment Revolving Fund	REQ	\$ 14.99	1/13/2021	1/25/2021	Tractor supply	supplies
8860	Equipment Revolving Fund	REQ	\$ 17.97	1/7/2021	1/21/2021	Tractor supply	supplies
8860	Equipment Revolving Fund	REQ	\$ 29.98	1/26/2021	1/29/2021	Tractor supply	supplies
8860	Equipment Revolving Fund	REQ	\$ 93.99	1/27/2021	1/29/2021	Weingartz	supplies
8860	Equipment Revolving Fund	REQ	\$ 120.00	1/13/2021	1/25/2021	Jack Doheny, Inc	spot light
8860	Equipment Revolving Fund	REQ	\$ 121.98	1/27/2021	1/29/2021	Weingartz	supplies
8860	Equipment Revolving Fund	REQ	\$ 280.19	1/11/2021	1/21/2021	Lowes Home Centers, Inc.	supplies
8860	Equipment Revolving Fund	REQ	\$ 287.12	1/6/2021	1/21/2021	Burnips Equipment Co	supplies
8860	Equipment Revolving Fund	REQ	\$ 292.94	1/7/2021	1/21/2021	Weingartz	chain supplies
8860	Equipment Revolving Fund	REQ	\$ 433.98	1/22/2021	1/29/2021	Bandit Industries Inc.	supplies
SUBTOTAL			\$ 3,130.97				
CLAIMS OVER \$2,500							ATTACHMENT C-2
8800	Allen Creek and Branches	M20	\$ 15,700.00	1/14/2021	1/29/2021	U.S. Geological Survey	Oct 1, 2020-Sept 20, 2021 (21NKJFA104)
8816	Malletts Creek	M20	\$ 15,700.00	1/14/2021	1/29/2021	U.S. Geological Survey	Oct 1, 2020-Sept 30, 2021 (21NKJFA103)
8860	Equipment Revolving Fund	REQ	\$ 14,993.25	1/12/2021	1/21/2021	Jack Doheny, Inc	Vactor Repairs
SUBTOTAL			\$ 46,393.25				

GRAND TOTAL \$ 49,524.22

A RESOLUTION TO ENTER INTO A SERVICE CONTRACT BETWEEN VARIOUS CHAPTER 20 DRAIN DRAINAGE DISTRICTS WITH LITTLE HOUSE LANDSCAPES, DBA: FERAL-FLORAL FOR MAINTENANCE

WASHTENAW COUNTY STATUTORY DRAINAGE BOARD
FEBRUARY 16, 2021

WHEREAS, the Drainage Board (the "Board") for the various Chapter 20 drain drainage districts (the "District") has designated the area to be served by designated Chapter 20 drains (the "Project") and has issued its Final Orders of Determination; and

WHEREAS, the Board understands that maintenance work is sometimes necessary on Chapter 20 drains, and that a blanket contract allows for timely repairs; and,

WHEREAS, the Board has received a proposal, and a rate sheet of the cost of said services for maintenance on various Chapter 20 drains; and

WHEREAS, a scope of work will be laid out for each individual job/project by the Washtenaw County Water Resources Commissioner's Office.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Statutory Drainage Board hereby authorizes its Chair to sign documents necessary to enter into a contract between the various Chapter 20 drains and Little House Landscapes LLC, DBA: Feral-Floral LLC; the amount of the contract not to exceed ten thousand dollars (\$10,000.00) per individual job.

_____ supported by _____, moved to approve the contract for various Chapter 20 drains with Little House Landscapes LLC, DBA: Feral-Floral LLC.

Vote: Yeas - ____; Nays - ____; Absent - ____; Motion
carried

CERTIFICATION

On this _____ day of February 2021, Mallory K. Walczesky, recording secretary to the Statutory Drainage Board and GIS and Special Assessment Supervisor to the Water Resources Commissioner, hereby certifies that the above resolution was approved by said Board and the minutes of said meeting are on file in the Water Resources Commissioner's Office.

Mallory K. Walczesky

On this _____ day of February 2021, before me, a Notary Public in and for said County, personally appeared Mallory K. Walczesky, recording secretary for the Statutory Drainage Board and GIS and Special Assessment Supervisor to the Water Resources Commissioner, to me known to be the same person described in and who executed the within instrument, who then severally acknowledged the same to be her free act and deed.

Kristi Thiel, Notary Public
Wayne County, Michigan Acting in Washtenaw County
My Commission Expires September 13, 2025

Little House Landscapes, DBA: Feral-Floral

ALL CHARGES ARE BASED UPON SITE
ESTIMATES.
COST VARIES SITE TO SITE.

For SDB 02/16/2021

Field Services Equipment fund requests

1) Pick-up truck previously approved not being purchased until the end of '21 (most likely)

- What we needed was not available at this time, and will likely not be available until at least September 2021

2) Enclosed Trailer purchase

- 12X6X6.5 Trailer to be used for storage and transport of ROW/easement maintenance equipment, including chainsaws, weed whips, backpack blower, oil, fuel etc.
- Bid from D&S trailers Bid Total \$3248
- 5-year life span, payback rate of \$7.50/day

3) Combination Sewer Cleaner

- Replacement of 2008 model Cleaner
- 2008 equipment is averaging \$14,750 per year in maintenance since 2018
- Brand new 2020, Contractor Grade, Vactor I on a Kenworth Chassis (equipment is on the lot, 2019 pricing)
- Sourcewell government contract pricing bid, from Jack Doheny Company for \$453,554.50
- \$100,000 on trade in of 2008 Vactor on Sterling chassis
- Amount due on new equipment, \$353,554.50
- Estimated 30% salvage value of 2020 equipment (\$136,066.35)
- 8-year life span, payback rate of \$165/hour



RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE (1) ENCLOSED TRAILER IN THE
AMOUNT OF THREE THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS (\$3,248.00)
WITH FUNDS FROM THE EQUIPMENT REVOLVING FUND

WASHTENAW COUNTY STATUTORY DRAINAGE BOARD

FEBRUARY 16, 2021

WHEREAS, the Statutory Drainage Board has established an Equipment Revolving Fund for the purpose of purchasing field equipment when the purchase amount exceeds \$500.00; and,

WHEREAS, such purchases shall be equitable and must be approved by the Statutory Drainage Board prior to the actual purchase; and,

WHEREAS, a request in writing was submitted to the Statutory Drainage Board on February 16, 2021, for the purchase of one (1) enclosed trailer; and,

WHEREAS, trailer is to be used for storage and transportation of ROW/easement maintenance equipment and other small equipment; and,

WHEREAS, the trailer is expected to have a five year life span and a payback rate of \$7.50/day to the Equipment Revolving Fund

WHEREAS, the Statutory Drain Board has jurisdiction over said Drain(s) established under Chapter 20 of the Michigan Drain Code P.A. 40 of 1956 as amended.

NOW THEREFORE BE IT RESOLVED, that the Drainage Board on this February 16, 2021, authorizes its Chair to approve the purchase of one (1) enclosed trailer in the amount of three thousand two hundred forty-eight and no cents (\$3,248.00), for the purpose of maintaining various drains as required.

() AYES () NAYS () ABSTAIN () ABSENT

Motion_____carried.

CERTIFICATION

On this _____ day of February 2021, I, Mallory K. Walczesky, recording secretary to the Statutory Drainage Board, hereby certify that the above resolution was approved by said Board and the minutes of said meeting are on file in the Water Resources Commissioner's Office.

Mallory K. Walczesky

On this _____ day of February 2021, before me, a Notary Public in and for said County, personally appeared Mallory Walczesky, recording secretary for the Statutory Drainage Board, to me known to be the same person described in and who executed the within instrument, who then severally acknowledged the same to be her free act and deed.

Kristi Thiel, Notary Public
Wayne County, Michigan
Acting in Washtenaw County, Michigan
My Commission Expires on September 13, 2025

PLATE NO. _____

MAKE. RC

DATE MAILED: _____

MODEL: _____

DELIVERY DATE: _____

SIZE: 6x12+6

ORDER DATE: _____

GVW: _____

NAME: _____

COLOR: _____

ADDRESS: _____

FEATURES: _____

CITY: _____

STATE: _____ ZIP: _____

PHONE: _____

PHONE: _____

EMAIL: _____

COUNTY: _____

DVL #: _____

BIRTH DATE: _____

SALE PRICE: \$3,099

STOCK NO.: _____

TAX: ~~\$2,189.48~~

VIN #: _____

LICENSE: \$75

WEIGHT: _____

TITLE: \$15***ALL SPECIAL ORDERS NON REFUNDABLE ***SERVICE FEE: \$59****ALL USED TRAILERS SOLD AS IS*********ALL SALES FINAL*****TOTAL: ~~\$3,437.48~~ 3248.00

CUSTOMER SIGNATURE: _____

DEPOSIT: _____

SELLER SIGNATURE: ZEKE

BALANCE: _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE (1) 2020 CONTRACT GRADE
VACTOR WITH FUNDS FROM THE EQUIPMENT REVOLVING FUND

WASHTENAW COUNTY STATUTORY DRAINAGE BOARD

FEBRUARY 16, 2021

WHEREAS, the Statutory Drainage Board has established an Equipment Revolving Fund for the purpose of purchasing field equipment when the purchase amount exceeds \$500.00; and,

WHEREAS, such purchases shall be equitable and must be approved by the Statutory Drainage Board prior to the actual purchase; and,

WHEREAS, a request in writing and quote was submitted to the Statutory Drainage Board on February 16, 2021, for the purchase of one (1) 2020 contractor grade Vactor I (Kenworth chassis); and,

WHEREAS, a vactor is used to clean enclosed drain systems; and,

WHEREAS, the Water Resources Commissioner's Office would like to trade in a 2008 vactor (Sterling chassis) for one hundred thousand dollars (\$100,000.00); and,

WHEREAS, this equipment is expected to have an 8 year lifespan, with a payback rate to the Equipment Revolving Fund of \$165.00/hour; and,

WHEREAS, the Statutory Drain Board has jurisdiction over said Drain(s) established under Chapter 20 of the Michigan Drain Code P.A. 40 of 1956 as amended.

NOW THEREFORE BE IT RESOLVED, that the Drainage Board on this February 16, 2021, authorizes its Chair to approve the purchase of one (1) contractor grade Vactor I (Kenworth chassis), for an amount after trade in of three hundred fifty-three thousand five hundred fifty-four dollars and fifty cents (\$353,554.50) for the purpose of maintaining various drains as required.

() AYES () NAYS () ABSTAIN () ABSENT

Motion_____carried.

CERTIFICATION

On this _____ day of February 2021, I, Mallory K. Walczesky, recording secretary to the Statutory Drainage Board, hereby certify that the above resolution was approved by said Board and the minutes of said meeting are on file in the Water Resources Commissioner's Office.

Mallory K. Walczesky

On this _____ day of February 2021, before me, a Notary Public in and for said County, personally appeared Mallory Walczesky, recording secretary for the Statutory Drainage Board, to me known to be the same person described in and who executed the within instrument, who then severally acknowledged the same to be her free act and deed.



Date: 1/28/2021
Branch: 1100

**Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a
Heavy Duty Truck Chassis**

EQ# 17580



Sourcewell Contract #122017-FSC

**Washtenaw County Drain, Water Resources Commission
PO Box 8645
Ann Arbor, MI 48103
Attn: Mr. Evan Pratt, Commissioner**

PROPOSAL ID: 15660

DOHENYCOMPANY.COM

			List	Selected
1	2115P-18	2100i PD, 18" Vacuum, 15 yrd Debris, Combo	\$250,588.00	\$250,588.00
1	2017P	Additional Water, 1500 Gal Total (15 yrd)	\$1,333.00	\$1,333.00
1	5004PB	100 GPM/2000 PSI - Does Not Include Rodder Hose	\$2,110.00	\$2,110.00
1	015STD	Customer Supplied Chassis Modification Charge	\$0.00	\$0.00
1	010PSTD	48w x 22h x 24d Curbside Toolbox	STD	STD
1	011PSTD	Aluminum Fenders	STD	STD
1	012PSTD	Mud Flaps	STD	STD
1	014PSTD	Electric/Hydraulic Four Way Boom	STD	STD
1	016PSTD	Color Coded Sealed Electrical System	STD	STD
1	018PSTD	Remote Pendant Control With 35' Cord	STD	STD
1	019PASTD	Intuitouch Electronic Package	STD	STD
1	020PSTD	Double Acting Hoist Cylinder	STD	STD
1	025PSTD	Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects	STD	STD
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank	STD	STD
1	030PSTD	Flexible Hose Guide	STD	STD
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack	STD	STD
1	045PSTD	Suction Tube Storage - 4 Pipe	STD	STD
1	046PSTD	1" Nozzle Pipe	STD	STD
1	048PSTD	10' Leader Hose	STD	STD
1	1001PSTD	Flat Rear Door w/Hydraulic Locks	STD	STD
1	1005PSTD	Dual Stainless Steel Float Shut Off System	STD	STD
1	1016PSTD	Microstrainer Prior to Blower	STD	STD
1	1024PSTD	Debris Body Vacuum Relief System	STD	STD
1	1031PSTD	Debris Deflector Plate	STD	STD
1	1033PSTD	60" Dump Height	STD	STD
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator	STD	STD
1	2011PSTD	3" Y-Strainer at Passenger Side Fill	STD	STD
1	2022PSTD	Additional Water Tank Sight Gauge	STD	STD
1	2023PSTD	Liquid Float Level Indicator	STD	STD
1	3019PSTD	Digital Water Pressure Gauge	STD	STD
1	4006PSTD	Joystick Boom Control	STD	STD
1	4010PSTD	Boom Hose Storage, Post	STD	STD
1	4022PSTD	Telescopic Boom Elbow, Standard	STD	STD
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	STD	STD
1	5011PSTD	3" Y-Strainer @ Water Pump	STD	STD
1	5012PSTD	Performance Package	STD	STD
1	5014PSTD	1" Water Relief Valve	STD	STD
1	5015PSTD	Midship High Pressure Coupling	STD	STD
1	5022PSTD	Side Mounted Water Pump	STD	STD
1	6004PSTD	Hose Wind Guide (Dual Roller), Manual	STD	STD
1	6005PDSTD	Digital Hose Footage Counter	STD	STD
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract	STD	STD
1	6009PSTD	Hose Reel Chain Cover	STD	STD
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity	STD	STD
1	6017PSTD	Hydraulic Tank Shutoff Valves	STD	STD

1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter	STD	STD
1	7003PSTD	Water Pump Hour Meter	STD	STD
1	7004PSTD	PTO Hour Meter	STD	STD
1	7005PSTD	Hydraulic Oil Temp Alarm	STD	STD
1	7007PSTD	Tachometer & Hourmeter/Blower	STD	STD
1	8000PSTD	Circuit Breakers	STD	STD
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	STD	STD
1	9002PSTD	Tow Hooks, Front	STD	STD
1	9002PSTD	Tow Hooks, Rear	STD	STD
1	9003PSTD	Electronic Back-Up Alarm	STD	STD
1	9021PSTD	Camera System, Rear Only	STD	STD
1	S390ASTD	8" Vacuum Pipe Package	STD	STD
1	S560STD	Emergency Flare Kit	STD	STD
1	S590STD	Fire Extinguisher 5 Lbs.	STD	STD
1	1003P	Debris Body Washout	\$1,472.00	\$1,472.00
1	1008P	6" Rear Door Knife Valve w/Camloc, 3:00 position	\$1,210.00	\$1,210.00
1	1009P	Internally Mounted Trash Pump w/ Screen	\$10,664.00	\$10,664.00
	1009PB	Internal Body Screen with Pump Off Ports Only	\$678.00	
	1010PB	Pump Off Ports and Programming	\$2,365.00	
1	1014P	Centrifugal Separators (Cyclones)	\$5,147.00	\$5,147.00
1	1015P	Folding Pipe Rack, Curbside, 8" Pipe	\$1,021.00	\$1,021.00
1	1015PA	Folding Pipe Rack, Streetside, 8" Pipe	\$1,021.00	\$1,021.00
1	1015PBF	Fixed Rear Door Pipe Rack, 8" Pipe	\$0.00	\$0.00
1	1022P	Rear Door Splash Shield	\$1,499.00	\$1,499.00
1	1023P	Lube Manifold	\$2,225.00	\$2,225.00
1	1023PA	Plastic Lube Chart, included with Lube Manifold	\$0.00	\$0.00
1	1030P	Debris Body Inspection Port w/Ladder	\$1,227.00	\$1,227.00
1	2006P	Air Purge	\$1,273.00	\$1,273.00
1	3015PA	Hot Shift Blower Drive (automatic Transmission)	\$1,450.00	\$1,450.00
1	3017P	Blower High Temp Safety Shutdown	\$521.00	\$521.00
1	3020P	Digital Water Level Indicator	\$667.00	\$667.00
1	3021P	Debris Body Level Indicator	\$878.00	\$878.00
1	4015P	180 deg. 10ft Telescoping Boom	\$15,044.00	\$15,044.00
1	4011PB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$3,032.00	\$3,032.00
1	4013P	Rotatable Boom Inlet Hose, Telescoping Boom	\$567.00	\$567.00
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$1,688.00	\$1,688.00
1	5015P	High Pressure Couplers, Front and Rear	\$599.00	\$599.00
1	5021PC	Hydro Excavation Kit	\$3,748.00	\$3,748.00
1	5029P	Cyclone Washout System	\$486.00	\$486.00
1	6002PB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$900.00	\$900.00
1	6004PD	Rodder Hose Pinch Roller	\$1,394.00	\$1,394.00
1	6014P	High Pressured Hose Reel	\$1,423.00	\$1,423.00
1	6019P	Rodder Pump Drain Valves	\$489.00	\$489.00
1	6031P	Front Hose Reel Storage	\$297.00	\$297.00
1	8001PB	Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights	\$2,021.00	\$2,021.00
1	8002PA	Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug	\$351.00	\$351.00
1	8007PB	Strobe Light, LED, Cab Guard, Federal Signal, Amber	\$1,072.00	\$1,072.00

1	8020PL	14 Light Package, 14 Federal Signal Strobe Lights, LED	\$3,230.00	\$3,230.00
1	8028P	Worklights (2), LED, Telescoping Boom	\$767.00	\$767.00
1	9023PA	Safety Cone Storage Rack - Post Style	\$160.00	\$160.00
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers	\$1,938.00	\$1,938.00
1	9071PE	Toolbox, Behind Cab - 16w 30h x 96d	\$3,092.00	\$3,092.00
1	9072PB	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d	\$1,565.00	\$1,565.00
1	9074PA	Toolbox, Driver Side Subframe, 18w x 24h x 24d	\$1,306.00	\$1,306.00
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	STD	STD
1	P124NB	Vactor 2100i Body Decal, Navy Blue	STD	STD
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied	STD	STD
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	STD	STD
1	Chassis- Mod	Chassis Modifications Charges	\$2,875.00	\$2,875.00
	Chassis:			
1	114SD370TAUS	JDC Supplied Chassis: 2020 Kenworth T880 Chassis, Paccar MX13-455, 455 HP Engine, Allison 4000RDS Automatic Transmission	\$ 125,675.00	\$ 125,675.00

Paint:

Module Paint Color: White

Cab Color: White

*Auto Wash
+ High Wash
The 16th*

Sourcewell Build-Proposal Summary

Module/Options Total:	\$332,350.00
Options Sourcewell Discount 3%:	\$ 9,970.50
Module/Options Total per Sourcewell Price Schedule:	\$ 322,379.50
Non Sourcewell Options Total:	\$ -
Total with Module and All Options:	\$ 322,379.50
JDC Supplied Chassis:	\$ 125,675.00
Total with Module, Options, and Chassis:	\$ 448,054.50
Freight and PDI:	\$ 3,500.00
Field Training:	\$ 2,000.00
Total:	\$ 453,554.50
Trade-In Allowance:	\$ 100,000.00
Total:	\$ 353,554.50

Trade-In Unit:

Vactor 21158241880A mounted on a 2008 Sterling Chassis

SN: 08-04V-11081

VIN: 2F2HATBSX8AAB2402

Terms and Conditions

Acceptance of this Proposal is subject to availability of the Equipment listed above.

Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.

The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.

Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.

If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

Thank you for your consideration of this proposal.

Sincerely yours,

Dave Snyder

David R. Snyder

Regional Sales Representative

248/939-3223

DavidSnyder@dohenycompany.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer: Washtenaw County Drain Commission

By: _____

Date: _____

SALE OF NEW EQUIPMENT (N3) TERMS AND CONDITIONS

1. **THE AGREEMENT.** Jack Doheny Companies, Inc., (the "Seller") agrees to sell, transfer and convey its right, title and interest in the new goods, equipment, vehicles and/or other new items (collectively, the "Equipment") described in Seller's written Invoice for the Sale of New Equipment (the "Invoice") to the Buyer subject to the terms and conditions contained herein, which are incorporated into the Invoice, agreed to by the parties hereto, and together consists of the entire agreement between the Seller and Buyer (collectively, the "Agreement"). The Agreement shall be for the benefit of the Seller and Buyer and not for the benefit of any other person or entity. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by the Seller and Buyer, to the extent they differ from, modify, add to or change from the Agreement shall not be binding on the Seller.
2. **TERMS OF PAYMENT.**
 - 2.1 **Payment Date.** All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between Seller and Buyer. Payment shall be made to Seller at the address specified in the Agreement, without any offset or deduction for any reason.
 - 2.2 **Shipping Delays.** If any shipment is delayed at the request of Buyer, payment shall become due based on the date Seller is prepared to make shipment, and Seller may invoice Buyer based on such date. All prices for Equipment are F.O.B. Seller's shipping point.
 - 2.3 **Delinquent Payments.**
 - 2.3.1 Any payment not made by Buyer on or before its due date shall be subject to a late charge on any unpaid balance at a rate of 18% per annum, or the highest interest rate allowed by law, whichever is greater.
 - 2.3.2 If a payment is not made on or before its due date, Buyer agrees that Seller may elect, in addition to any other remedy at law or in equity, to cease performance under the Agreement and any other agreement between Buyer and Seller until such payment is rendered to Seller.
3. **DELIVERY.** Seller does not guarantee delivery dates.
4. **RISK OF LOSS.** Buyer assumes all risk of loss of Equipment upon delivery by Seller to carrier if Equipment is shipped. For Equipment that is shipped, Seller agrees to: (a) prepare the Equipment for shipment to Buyer; (b) deliver custody of the Equipment to carrier; (c) make appropriate arrangements for the transportation to carrier; and deliver documents to enable Buyer to obtain possession of the Equipment. Seller shall not be obligated to obtain insurance or to prepay transportation/carrier costs for the Equipment. Buyer agrees to be responsible for and to timely pay all loading, unloading and other charges incidental to transportation of the Equipment. Whether Seller pays transportation charges or not, risk of loss shall pass to Buyer upon delivery of the Equipment to a carrier.
5. **INSPECTION OF EQUIPMENT.** Buyer has inspected the Equipment and is satisfied with the Equipment's condition.
6. **INDEMNIFICATION.** Buyer shall indemnify, hold harmless and release Seller from any and all liabilities, losses, damages, claims, costs and expenses, including attorney fees, arising out of, in whole or in part, from (a) the design, or manufacture of the Equipment; or (b) the use of the Equipment by Buyer and those acting on Buyer's behalf.
7. **MISCELLANEOUS.**
 - 7.1 **No Assignment.** There shall be no assignment of the Agreement by Buyer without the prior written approval of Seller. Any assignment of the Agreement shall not relieve Buyer of its obligations under the Agreement.
 - 7.2 **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
 - 7.3 **Venue.** The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the Originating Branch is located and the parties waive any right to a jury trial.
 - 7.4 **Construction and Captions.** The parties acknowledge that each has reviewed the Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any party.
 - 7.5 **Entire Agreement.** The Agreement constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
 - 7.6 **Amendments.** The Agreement may be amended, modified or altered at any time upon the approval of the Seller and Buyer; however, any such amendment must be in writing and signed by the Seller and Buyer in order for such amendment to be of any force and effect.
 - 7.7 **Partial Invalidity.** In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the parties.
 - 7.8 **Counterparts.** The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
 - 7.9 **Authority.** Each person(s) executing the Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

NO WARRANTY. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY HEREBY DISCLAIMED. To the extent allowed by law and those agreements, Seller transfers and assigns to Buyer the Equipment manufacturer's warranties, if any such warranty is provided by the Equipment manufacturer. In no event shall Seller be liable to Buyer for any incidental, consequential, special, exemplary, and/or punitive damages, including without limitations, loss of revenue or profit.