

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 6, 2024 REGULAR BOARD MEETING**

Supervisor Brenda Stumbo called the meeting to order at approximately 6:00pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

Members Present: Supervisor Brenda Stumbo, Clerk Heather Jarrell Roe, and Treasurer Stan Eldridge,
Trustees: Ryan Hunter, John Newman II, Gloria Peterson, and Debbie Swanson

Members Absent: None

Legal Counsel: Wm. Douglas Winters

~~CONSENT AGENDA~~

Supervisor Stumbo stated the first item on the agenda was from Steve Densmore, Fire Chief.

Steve Densmore, Fire Chief stated that Ryan Williams has successfully completed the required one year of Ypsilanti Township Firefighter training and has passed all the requirements to be a Firefighter in Ypsilanti Township. Chief Densmore presented Mr. Williams with his badge and welcomed him officially to the Ypsilanti Township Fire Department.

CONSENT AGENDA

A. MINUTES OF THE JANUARY 16, 2024 REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR FEBRUARY 6, 2024 IN THE AMOUNT OF \$2,349,262.86

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the consent agenda with the corrections and edits to the minutes.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 6, 2024 REGULAR BOARD MEETING
PAGE 2**

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that the Aldi Inc. agreement was finalized. He said there are also other developers that are showing interest in this property formally known as the Seaver Farm.

Attorney Winters stated the company that won the bid to renovate the restrooms at Green Oaks Golf Course refused to sign the contract because it stated their employees would need to be paid the prevailing wage **and** ~~of~~ fringe benefits. Attorney Winters stated this has been a Township Ordinance since 1974. He said since this company refused to sign the contract he submitted a claim on their quote and they had to submit a check to the Township for \$9,900.00.

NEW BUSINESS

**1. RESOLUTION 2024-02 APPROVING THE CONTRACT AND AUTHORIZATION
NOTICE FOR SUGARBROOK WATERMAIN IMPROVEMENTS**

Clerk Jarrell Roe read the resolution into the record.

A motion was made by Clerk Jarrell Roe and supported by Trustee Swanson to approve Resolution 20234-02 Approving the Contract and Authorization Notice for Sugarbrook Watermain Improvements (see attached).

Luke Blackburn, Executive Director of YCUA explained the contract and selling of bonds for this project. He said they have already submitted the application for phase two of the project through the drinking water program but due to overburden status and the new scoring criteria Ypsilanti Township does not qualify.

Supervisor Stumbo stated that Ypsilanti Township does not qualify for the lower interest rate **through the State of Michigan programs. She added that the current**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 6, 2024 REGULAR BOARD MEETING
PAGE 3**

interest rate through the state is approximately 2% and the expectation of the interest rate when going out to market is 4% and that will be a significant cost difference. She said they will continue to try and get the change.

Trustee Swanson stated she doesn't know how this happened but would like to know so she would be a better advocate to get the help for Ypsilanti Township. Luke Blackburn stated that they use the median annual household income for the township not per neighborhood.

The motion carried unanimously.

2. REQUEST TO ACCEPT THE RESIGNATION OF HAZELETTE CROSBY FROM THE CIVIL SERVICE COMMISSION EFFECTIVE IMMEDIATELY

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the Request to Accept the Resignation of Hazelette Crosby from the Civil Service Commission effective immediately.

The motion carried unanimously.

3. REQUEST TO ACCEPT THE RESIGNATION OF BRAD HINE FROM THE ZONING BOARD OF APPEALS EFFECTIVE IMMEDIATELY

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the Request to Accept the Resignation of Brad Hine from the Zoning Board of Appeals effective immediately.

The motion carried unanimously.

4. REQUEST TO APPROVE FLETCHER REYHER TO THE WASHTENAW AREA TRANSPORTATION STUDY (WATS) TECHNICAL COMMITTEE AS STAFF ASSIGNED

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 6, 2024 REGULAR BOARD MEETING
PAGE 4**

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve the Request to Approve Fletcher Reyher to the Washtenaw Area Transportation Study (WATS) Technical Committee as staff assigned.

The motion carried unanimously.

**5. REQUEST TO CANCEL THE FEBRUARY 20, 2024 TOWNSHIP BOARD MEETING
DUE TO EARLY VOTING IN THE BOARD ROOM**

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to Approve the Request to Cancel the February 20, 2024 Township Board Meeting Due to early voting in the board room.

The motion carried unanimously.

6. BUDGET AMENDMENT #2

Clerk Jarrell Roe read Budget Amendment #2 into the record.

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve Budget Amendment #2 (see attached).

Supervisor Stumbo stated that part of the amendment is to help with the additional costs of projects because bids for many projects have come in higher than expected.

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

- 1. REQUEST TO ACCEPT THE QUOTE FROM EXCEL HOME IMPROVEMENT INC/WALLSIDE WINDOWS FOR THE COMMUNITY RESOURCE CENTER RENOVATION IN THE OF \$35,071.00 BUDGETED IN LINE ITEM #101-902-981-060**

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 6, 2024 REGULAR BOARD MEETING
PAGE 5**

A motion was made by Clerk Jarrell Roe and supported by Trustee Hunter to approve the request to accept the quote from Excel Home Improvement Inc/Wallside Windows for the Community Resource Center renovation in the amount of \$35,071.00 budgeted in line item #101-902-981-060.

Supervisor Stumbo stated that this is an identified project for the township's ARPA dollars.

The motion carried unanimously.

**2. REQUEST TO AWARD THE PROFESSIONAL SERVICES CONTRACT FOR
CYBERSECURITY TO SENSCY IN AN AMOUNT NOT TO EXCEED \$30,000.00
BUDGETED IN LINE ITEM #266-301-818-000**

A motion was made by Treasurer Eldridge and supported by Clerk Jarrell Roe to approve the request to award the professional services contract for cybersecurity to Sency in an amount not to exceed \$30,000.00 budgeted in line item #266-301-818-000 (see attached).

Treasurer Eldridge thanked Supervisor Stumbo for bringing this idea forward but also to IS Manager Travis McDugald and Deputy Supervisor Elizabeth Cuellar for all their input in securing this contract with Sency. He said Sency is a Michigan based company. He said this will help to prevent cybercrime.

Trustee Swanson stated she was excited about this because it's not only the elderly who have been victims of this and she liked that up to 10,000 people could take part in the training.

Supervisor Stumbo stated she believes this training is of interest to our residents and this will be paid for out of the Police Service budget, since cybersecurity is a crime. She said this is a one year pilot contract.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 6, 2024 REGULAR BOARD MEETING
PAGE 6**

**3. REQUEST TO SEEK SEALED BIDS FOR THE RENOVATION OF FIRE STATION #3
LOCATED AT 20 S. HEWITT**

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve the request to seek sealed bids for the renovation of Fire Station #3 located at 20 S. Hewitt.

The motion carried unanimously.

**4. REQUEST TO ACCEPT THE BID FROM AR BROUWER FOR THE REPAIRS OF
FORD LAKE PARK SHELTERS 1-4 IN THE AMOUNT OF \$360,821.00
BUDGETED IN LINE ITEM #101-902-981-070 AND THE WEST WILLOW PARK
SHELTER IN THE AMOUNT OF \$18,967.00 BUDGETED IN LINE ITEM #101-
902-981-150 IN THE TOTAL AMOUNT OF \$379,788.00 CONTINGENT ON
ATTORNEY APPROVAL**

A motion was made by Treasurer Eldridge and supported by Clerk Jarrell Roe to approve the bid from AR Brouwer for the repairs of Ford Lake Park Shelters 1-4 in the Amount of \$360,821.00 budgeted in line item #101-902-981-070 and the West Willow Park Shelter in the amount of \$18,967.00 budgeted in line item #101-902-981-150 in the total amount of \$379,788.00.

Supervisor Stumbo stated this is on the list of projects.

The motion carried unanimously.

**5. REQUEST TO SEEK SEALED BIDS FOR THE REPLACEMENT AND
INSTALLATION OF THE COMMUNITY CENTER HVAC UNITS**

A motion was made by Treasurer Eldridge supported by Clerk Jarrell Roe to approve the request to seek sealed bids for the replacement and installation of the Community Center HVAC units.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 6, 2024 REGULAR BOARD MEETING
PAGE 7**

6. REQUEST TO ACCEPT THE LOW BID FROM DECIMA LLC FOR REPAIRS TO THE COMMUNITY CENTER BATHROOMS IN THE AMOUNT OF \$603,792.00 BUDGETED IN LINE ITEM #101-902-091-040 AND FOR THE COMMUNITY CENTER WATER DAMAGE IN THE AMOUNT OF \$88,703.00 BUDGETED IN LINE ITEM #213-901-976-008 IN A TOTAL AMOUNT OF \$692,495.00 CONTINGENT OF ATTORNEY APPROVAL

A motion was made by Clerk Jarrell Roe supported by Treasurer Eldridge to Approve the request to accept the low bid from Decima LLC for repairs to the Community Center bathrooms in the amount of \$603,792.00 budgeted in line item #101-902-091-040 and for the Community Center water damage in the amount of \$88,703.00 budgeted in line item #213-901-976-008 in a total amount of \$692,495.00.

Supervisor Stumbo stated this is part of the ARPA funding that is now in the general fund.

The motion carried unanimously.

7. REQUEST TO ACCEPT THE LOW BID FROM AR BROUWER FOR TENNIS COURT RENOVATIONS AT CLUBVIEW PARK IN THE AMOUNT OF \$279,271.25 BUDGETED IN LINE ITEM #213-901-974-026 AND FOR TENNIS COURT RENOVATIONS AT COMMUNITY PARK IN THE AMOUNT OF \$407,973.46 BUDGETED IN LINE ITEM #213-901-975-520 FOR A TOTAL AMOUNT OF \$687,244.71 with Attorney Approval of Contract

A motion was made by Treasurer Eldridge and supported by Clerk Jarrell Roe to approve the request to accept the low bid from AR Brouwer for tennis court renovations at Clubview Park in the amount of \$279,271.25 budgeted in line item #213-901-974-926 and for tennis court renovations at Community Center Park in the amount of \$407,973.46 budgeted in line item #213-901-975-520 for a total amount of \$687,244.71.

John Hines, Municipal Services Director stated that some of the funds for this project are coming from MDNR grants.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 6, 2024 REGULAR BOARD MEETING
PAGE 8**

Trustee Swanson suggested signage regarding park usage since neighborhood parks do not have the infrastructure that our larger parks have. She said she knows parks are for all people but neighborhood parks could not handle large groups. She said the parks at Ford Lake and the Community Center have the space to accommodate larger groups of people.

Supervisor Stumbo stated she hoped that we would get extra funding since the bids have all come in higher than anticipated.

The motion carried unanimously.

OTHER BUSINESS

**1. REQUEST TO AUTHORIZE THE SUPERVISOR AND CLERK TO SIGN
PROFESSIONAL PLANNING AND ZONING SERVICE AGREEMENT WITH
CARLISLE WORTMAN IN THE AMOUNT OF \$8,960.00 PER MONTH FOR
THE REMAINDER OF 2024 CONTINGENT UPON ATTORNEY APPROVAL**

A motion was made by Treasurer Eldridge and supported by Trustee Hunter to approve the request to authorize the supervisor and clerk to sign the professional and zoning service agreement with Carlisle Wortman in the amount of \$8,960.00 per month for the remainder of 2024 contingent upon attorney approval.

Supervisor Stumbo stated that due to the resignation of our Planning Director we would like to contract with Carlisle Wortman for services to help the planning department so there will not be an interruption of services. She said there would not be an increase in the budget for this service since we would not be paying for a Planning Director.

Trustee Hunter asked if we hired a new Planning Director before the end of the year would the contract end with Carlisle Wortman. Supervisor Stumbo stated that the intent is to see how this works until the end of the year. She said that Pittsfield Township currently contracts with planning professionals, which is Carlisle

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 6, 2024 REGULAR BOARD MEETING
PAGE 9

Wortman. She said it would be a board decision if Ypsilanti Township decides to contract instead of hiring a Planning Director in the future.

Attorney Winters stated there were a lot of projects coming up and with Carlisle Wortman stepping in, it will help keep those on track.

Trustee Swanson questioned why our attorney is heavily involved in things and wondered why it seems we are not finding things out until after the fact. She said it seems like the legal department is trying to catch up. She said she doesn't think that is a good way to do business. Trustee Swanson asked if our attorney goes to development meetings.

Supervisor Stumbo stated that legal currently goes to development meetings. She said Attorney Winters and Attorney McClain work with Carlisle Wortman.

Trustee Swanson would like us to be proactive. She said she wants development here but she wants development to follow our master plan.

The motion carried unanimously.

PUBLIC COMMENTS

There was one public comment.

BOARD MEMBER UPDATES

Trustee Swanson stated that she was happy about the bids that came through today and the work that is being done. She said she was concerned about how long it has been for the car port. She stated that we are taking too long to accept a bid for the car port. Trustee Swanson stated that anyone who has taken the time to fill out a bid should be notified about the status. She said we owe them a yes or no. She said she is requesting that we bring the bids forward at the next meeting.

Clerk Jarrell Roe stated that her department receives bids and she provides the board with the bids. She said regarding the bid for the car port we did get the bids

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 6, 2024 REGULAR BOARD MEETING
PAGE 10

in November. She stated that we have not received an answer from insurance on how much they will pay. She said we could vote on the car port, but it needs to be brought forward from the correct department and we could proceed from there. Clerk Jarrell Roe explained that when there is a bid opening if companies want us to provide a bid tab we do.

Trustee Swanson asked about how to find out how much the insurance will pay. She said the last time she asked she was told the insurance company was waiting on something from us.

Clerk Jarrell Roe stated the bills that we have so far are for engineering and have been sent to the insurance company. She said she forwarded the email to the board that she received that stated they had hired their own engineer to make sure the specs were correct, and they indicated the timeframe being about two to four weeks before we would hear from them. Clerk Jarrell Roe stated she has been persistent in asking for updates and said she has shared that with the board. She said we can move forward with the carport, but we do not know the exact reimbursement we can expect to receive.

Supervisor Stumbo thanked Attorney Winters and Attorney McClain for all their negotiations on the selling of Township properties. She said it has been over twenty years since we purchased this property hoping to have it developed and now it is happening with the sale to ALDI. She said there is also a second potential purchaser for township property on Huron St. Supervisor Stumbo stated that the dollars from this sale will go toward improvements for Ecorse Rd. and Michigan Ave.

Supervisor Stumbo stated they met with the EMU Rowing Team and they want to build a submersible rowing course on Ford Lake. She said it would mean there would be a lot of competitions, regattas, and even some national tournaments. She said they have already received the funding and are ready to proceed.

A motion to adjourn was made by Treasurer Eldridge and supported by Clerk Jarrell Roe.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 6, 2024 REGULAR BOARD MEETING
PAGE 11**

Motion carried unanimously.

The meeting was adjourned at approximately 7:31 PM.

Respectfully Submitted,



**Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti**



**Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti**

RESOLUTION 2024-02

APPROVING CONTRACT
AND AUTHORIZING NOTICE
(Sugarbrook Watermain Improvements)

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

WHEREAS, it is necessary to acquire and construct certain improvements to the water supply system, consisting of the acquisition, construction and installation of improvements in the Sugarbrook neighborhood in the Township, including installation of new water mains and connectors, together with all necessary appurtenances and attachments thereto (the “Improvements”); and

WHEREAS, a Contract has been prepared between the Township and the Ypsilanti Community Utilities Authority (the “Authority”) whereby the Authority will issue its bonds (the “Bonds”) on behalf of the Township to provide for the financing of the Township’s share of the cost of the acquisition, construction and installation of the Improvements; and

WHEREAS, this Governing Body has carefully reviewed the Contract and finds that it provides the best means for accomplishing the acquisition and construction of the Improvements and for providing the needed services;

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Approval of Contract; Effectiveness. The Contract is hereby approved and the Supervisor and the Township Clerk of the Township are hereby authorized and directed to execute and deliver the Contract for and on behalf of the Township; provided, however, that the Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in the **Washtenaw Legal News**, a newspaper of general circulation within the Township, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the Township of the details of the proposed Contract and the rights of referendum thereunder.

2. Publication of Notice. The Clerk is directed to publish the attached notice in the newspaper above designated as soon as possible after the adoption hereof.

3. Reimbursement Declarations. The Township makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the Township reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the Authority or the Township.
- (b) The expenditures described in this paragraph (b) are for the costs of acquiring and constructing the Improvements which were or will be paid subsequent to sixty (60) days prior to the date hereof.
- (c) The maximum principal amount of debt expected to be issued for the Improvements, including issuance costs, shall not exceed \$5,000,000.

4. Rescission. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed.

I, Heather Jarrell Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2024-02 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 6, 2024.



Heather Jarrell Roe, Clerk

Charter Township of Ypsilanti

NOTICE OF INTENT TO EXECUTE
TAX-SUPPORTED CONTRACT AND OF RIGHT TO
PETITION FOR REFERENDUM THEREON

TO THE TAXPAYERS AND ELECTORS OF
THE CHARTER TOWNSHIP OF YPSILANTI,
WASHTENAW COUNTY, MICHIGAN:

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the “Township”) has approved by resolution the execution of a contract (the “Contract”) with the Ypsilanti Community Utilities Authority (the “Authority”) pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire and construct certain water supply system improvements, consisting of the acquisition, construction and installation of improvements in the Sugarbrook neighborhood in the Township, including installation of new water mains and connectors, together with all necessary appurtenances and attachments thereto, to serve the Township and will issue its bonds in the principal amount of not to exceed \$5,000,000 to finance the cost of such improvements for the Township AND THE TOWNSHIP WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

TOWNSHIP’S CONTRACT OBLIGATIONS

It is presently contemplated that said bonds will be in the principal amount of not to exceed \$5,000,000, will payable in not more than twenty (20) annual installments, and will bear interest at the rate or rates to be determined at the time of sale but in no event to exceed the maximum rate of interest per annum permitted by law on the balance of the bonds from time to time remaining unpaid. The Contract includes the Township’s pledge of its limited tax full faith and credit for the prompt and timely payment of the Township’s obligations as expressed in the Contract. THE TOWNSHIP WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE TOWNSHIP TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE TOWNSHIP TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY’S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

The Contract will become effective and binding upon the Township without vote of the electors as permitted by law unless a petition requesting an election on the question of the Township entering into the Contract, signed by not less than 10% of the registered electors of the Township, is filed with the Township Clerk within forty-five (45) days after publication of this notice. If such petition is filed, the Contract cannot become effective without an approving vote of a majority of electors of the Township qualified to vote and voting on the question. The Contract is on file at the office of the Township Clerk.

This notice is given pursuant to the requirements of Section 8 of Act No. 233, Public Acts of Michigan, 1955, as amended. Further information concerning the details of the Contract and the matters set out in this notice may be secured from the Township Clerk’s office.

Heather Jarrell Roe
Clerk, Charter Township of Ypsilanti

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**CHARTER TOWNSHIP OF YPSILANTI
2024 BUDGET AMENDMENT # 2**

February 6, 2024

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

213 - BIKE, SIDEWALK, REC, ROADS FUND (BSRII)	Total Increase	<u><u>\$138,785.00</u></u>
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Request to increase the township portion of the MDNR grant for the Clubview tennis and pickleball court construction. The initial budget for construction was budgeted at \$248,000 and the bid came in at \$279,200, the additional \$31,200 will be the Township's responsibility. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	213-000-699.999	\$31,200.00
			<u>\$31,200.00</u>
		Net Revenues	<u><u>\$31,200.00</u></u>
Expenditures:	Capital Clubview Park improvement	213-901-974.026	\$31,200.00
			<u>\$31,200.00</u>
		Net Expenditures	<u><u>\$31,200.00</u></u>

Request to increase the budget for the Community Center Park tennis and pickleball court construction. The initial budget for construction was budgeted at \$300,400 and the bid came in at \$407,985, the additional \$107,585 will be the Township's responsibility. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	213-000-699.999	\$107,585.00
			<u>\$107,585.00</u>
		Net Revenues	<u><u>\$107,585.00</u></u>
Expenditures:	Capital Community Center Park Improv	213-901-975.520	\$107,585.00
			<u>\$107,585.00</u>
		Net Expenditures	<u><u>\$107,585.00</u></u>

266 - LAW ENFORCEMENT FUND	Total Increase	<u><u>\$30,000.00</u></u>
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Request to increase the budget for Cyber Security Services for training and education. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	266-000-699.999	\$30,000.00
			<u>\$30,000.00</u>
		Net Revenues	<u><u>\$30,000.00</u></u>
Expenditures:	Contractual Services	266-301-818.000	\$30,000.00
			<u>\$30,000.00</u>
		Net Expenditures	<u><u>\$30,000.00</u></u>

Motion to Amend the 2024 Budget (#2)

Move to increase the Bike, Sidewalk, Rec, Roads Fund (BSRII) budget by \$138,785 to \$3,727,400 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$30,000 to \$9,636,116 and approve the department line item changes as outlined.



SUBSCRIPTION AGREEMENT

This Subscription Agreement (“Agreement”) is entered into by SensCy, Inc., (“SensCy”) and The Charter Township of Ypsilanti (“Client”), (each a “Party” and, collectively, the “Parties”), as of the date signed below. This Agreement applies to SensCy’s Service.

Service. SensCy shall provide on-going feedback and assistance to the Client to improve the Client’s cybersecurity risk profile (“Services”). A Client Advocate will be assigned to the Client to develop and assist in the implementation of a cyberhealth plan and the monitoring of the Client’s cybersecurity related activities. SensCy will also provide a technology platform to the Client which will have key metrics on the Client’s cyberhealth (the “Platform”). The Client is responsible for providing the people and resources needed to implement agreed upon recommendations and activities. Exhibit B outlines a list of SensCy deliverables along with client responsibilities, both of which can contribute improved cyberhealth.

License Grant. Subject to the terms and conditions hereof, SensCy grants to Client, for the Term identified below, a limited non-exclusive, non-transferable license to access and use the Platform. The features and functionality of the Platform may vary depending on the level of the Service provided pursuant to this Agreement. All rights not expressly granted to Client in this Agreement are reserved by SensCy, and Client may not use the Platform in any manner not expressly authorized by this Agreement. Client may use the Platform for its internal business operations only and not by, or for the benefit of, any affiliate, subsidiary, parent company or any other third party. Client shall not: remove or destroy any proprietary rights marks or legends on or in the Platform; modify, enhance, adapt, translate, or create derivative works of the Platform; transfer, distribute, assign, sublicense, rent, lease, export or sell the Platform; create an Internet “link” to the Platform or “frame” or “mirror” the Platform on any other server or Internet-based device; decompile, disassemble, or reverse engineer the Platform; or make copies of the Platform. SensCy may make changes to the Platform, at its discretion, provided that it does not materially reduce the features or functions of the Platform. The terms for the Platform in this Agreement apply to any updates, upgrades, new releases, and other bug fixes, patches, or changes, enhancements, or modifications to the Platform and/or that SensCy make generally commercially available.

Fees and Payment Terms. The Subscription Fee Schedule is attached as Exhibit ‘A’ to this Agreement. The fees for the Services and Platform (“Subscription Fee”) will be invoiced by SensCy, and all payments are due as stated in the Exhibit. Client acknowledges that its failure to pay timely any of the fees payable hereunder will be a material breach of this Agreement for which SensCy may, in addition to pursuing payment and all other remedies, withhold or suspend the Service and Platform, and/or terminate this Agreement. Any revision to terms of this Agreement will be made by the written agreement of the parties.

Term and Termination. The initial term of this Agreement shall commence upon the Effective Date and continue for one year thereafter unless expressly stated otherwise in the Exhibit A to the Agreement (the “Initial Term”). The Agreement shall thereafter be renewed for successive one-year periods (each such period a “Renewal Term” and together with the Initial Term, being the “Term”). The Client/Township has the right to opt of the renewal term so long as SensCy receives thirty (30) days



advanced written notice. SensCy may terminate the Agreement and services in case of non-payment of fees by Client with ten (10) days' notice. Upon termination of this Agreement, Client will cease all use of the Service and destroy any Documentation and/or copies of the Service in Client's possession or control.

Proprietary Rights, Confidentiality, and Restrictions. Both Parties acknowledge that confidential information will be shared in their relationship. To ensure adequate protection, the Parties agree to execute the attached Mutual Confidentiality Agreement which covers the treatment of confidential information and the non-solicitation of employees. SensCy owns and shall retain all rights, title and interests, including all intellectual property rights, in and to its Services and the Platform. To the extent that Client acquires or owns any rights in recommendations or comments regarding the Services and the Platform which are incorporated into the Services or the Platform, Client hereby irrevocably assigns, transfers and conveys all of its rights, title and interests in and to such materials to SensCy, and agrees to assist SensCy and/or execute any documents reasonably necessary for SensCy to perfect, record and/or enforce its rights in the materials.

Warranty. The Services and Platform are provided "as-is", without warranty of any kind or nature. SensCy disclaims all other warranties, express or implied, including any warranty of merchantability, fitness for a particular purpose or noninfringement and any warranties arising out of course of dealing or usage in trade.

SensCy does not guarantee or provide a warranty that the Client will not be subject to a successful cyberattack. The Services and Platform when properly implemented by the Client should reduce the Client's cybersecurity risk profile; but is not possible to guarantee or warrant that a cyberattack could not damage the Client or limit the ability of the Client to recover from such an attack.

Indemnification. SensCy shall defend, at its sole expense, any third party claim, demand or suit ("Claim") against Client alleging that Client's authorized use of the Platform infringes a third party's U.S. patent, copyright, trademark, trade secret or other intellectual property right, and shall indemnify and hold Client harmless from and against any and all damages, fines, penalties, costs, expenses and/or fees (including reasonable attorneys' fees) awarded or assessed against Client in association with the Claim, or reached through a negotiated settlement of the Claim. In order to receive indemnification under this Section, Client must promptly notify SensCy of the assertion of the Claim; allow SensCy to retain sole and exclusive control over the defense and/or settlement of the Claim; and cooperate with SensCy, at SensCy's expense, in the defense and/or settlement of the Claim. This Section sets forth each party's sole indemnification obligations and indemnification remedies in association with the Claims described above.

Limitation of Liability. Except as otherwise required by law, the liability of SensCy and its licensors to Client for the use of the Service and Platform, for any error or defect in the Service or Platform, for the provision of training, for assistance with insurance applications, for providing referrals to other service providers, or for other services in connection therewith, however caused, and on any theory of liability, including contract, strict liability, negligence or other tort, shall be limited to direct damages not to



exceed any fees paid to SensCy for one year hereunder. In no event will SensCy or its licensors be liable for any indirect, incidental, special, punitive, or consequential damages, including damages for loss of profits, business, revenue, data, or data use, even if advised of the possibility of such damages. These limitations will apply notwithstanding the failure of the essential purpose of any remedy.

The limitations of liability set forth in this Agreement reflect the allocation of risk negotiated and agreed to by the Parties. The Parties would not enter into this Agreement without these limitations on its liability. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

General. The relationship of the Parties created by this Agreement is that of independent contract. Each Party is acting as an independent contractor and not as an agent, partner, or joint venturer with the other party for any purpose. Neither Party shall have the right, power or authority to act or to create any obligation, express or implied, on behalf of the other, or to bind the other Party to any document or representation. Either Party may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without the other Party's prior written consent, and any attempted assignment without such consent will be null and of no effect. Notwithstanding the foregoing, SensCy may assign this Agreement, without Client's consent, to an affiliate in connection with any acquisition, merger or sale of assets. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, communications, and understandings with respect to the evaluation of the Service and shall be construed in accordance with the laws of the State of Michigan. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the State of Michigan and governed by Laws of the State of Michigan and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. All notices required or permitted under this Agreement will be in writing and delivered in person, by confirmed facsimile transmission or by overnight delivery service and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth below or to such other address as may be specified by either party to the other in accordance with this Section. If any current or future provision of this agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this agreement will not be affected. The provisions of this Agreement regarding ownership, confidentiality, disclaimer of warranties, and limitation of liability shall survive the termination of the Agreement.



EXHIBIT A

SensCy Service License	Annual Subscription Fee
Standard Annual Subscription	\$18,000.00
Government Discount 10%	(\$1,800.00)
Citizen Cyber Program (Up to 10K individual residents)	\$13,000.00

Total Due: \$29,200.00

Standard annual subscription amount is due in advance through ACH or check.

5% service charge applies if the annual license fee is paid using monthly payment plan.

We would bill for reasonable travel time and expenses for any requested travel to your location(s).



EXHIBIT B

SensCy deliverables with client responsibilities

Deliverable	Interval	Client Responsibility	Client Time Commitment
Onboarding	4 - 6 Weeks (includes process to onboard new clients to our portal, add users, develop cyberhealth plan and deliver incident response plan.)		
Assign SensCy Cyber Advocate	At Kickoff	n/a	n/a
Client Kickoff Call	Once	Provide point of contact	30 minutes
Initial Cyberhealth Evaluation/Assessment	Once/during onboarding	Provide a point of contact with knowledge of I.T. systems/policies	60 minutes
Cyberhealth plan & incident response plan	Annually	Provide a point of contact with knowledge of I.T. systems/policies	60 minutes
Ongoing Client Success	Monthly (includes our on-going full cybersecurity solution we proactively provide to our clients, guided by SensCy Cyber Advocate)		
Confirmation of key cyberhealth activities, phishing results	Monthly	Provide a point of contact with knowledge of I.T. systems/policies	15 – 30 minutes
Notification to client of threat activity/identified vulnerabilities	As needed	Provide a point of contact with knowledge of I.T. systems/policies	15 – 30 minutes
Phishing Campaigns	Every other month	All employees with company email address	1-5 minutes
Briefings to leadership team, key stakeholders, or board	Annual	Schedule stakeholders for briefing	30 minutes
Cybersecurity awareness training & policy training	Every other month	Provide SensCy with list of employee names, email addresses Commit to requirement for employees to complete training	5 - 10 minutes (per employee)



Citizen Cyber			
Quarterly one-hour sessions with Township residents to be scheduled collaboratively	Quarterly	Provide space for the community discussion or virtual room	90 minutes
Promote and Market the Citizen Cyber Program	On - Going	Ypsilanti Township website and have a place for them to sign for the education and awareness training. Ypsilanti Township will provide this list to SensCy quarterly	On-Going
Individual Resident Sign Up During Open Enrollment Periods	3-4 times a year	Resident will provide Name, email address and have them check a box validating they are an individual resident of Ypsilanti Twp	60-90 Day Enrollment Period Time
Regular Maintenance	On-Going	The Township assigns a person to assist with the administration of the sign ups (ex. XLS files) Schedule Quarterly 1 hour meetings via zoom or in person for "help desk" like services for the residents.	On-Going Quarterly



Additional SensCy deliverables

- SensCy will independently measure Client's cyberhealth through assessment and provide Client with a SensCy Score
- SensCy will develop a prioritized action plan to help improve Client's cyberhealth
- SensCy will write/update a cybersecurity guide including policies for Client
- SensCy will provide on-line automated cybersecurity training for Client employees
- SensCy will perform external vulnerability scans and phishing campaigns, notify Client of any concerns, and provide suggested remediations
- SensCy will monitor the Dark Web, notify Client and provide suggested remediations
- SensCy will help develop a meaningful incident response plan
- SensCy will assign a Cybersecurity Advocate to Client
- SensCy will coordinate and partner with Client's internal and/or external IT resources for cybersecurity
- SensCy will provide advice on how to correct any issues that are found
- SensCy will offer cybersecurity briefing for Client's leadership team, key stakeholders or board as outlined above
- SensCy will help Client with the process to acquire and renew cybersecurity insurance coverage – how to apply, properly fill out forms, address ransomware risk, and what can be done to reduce cybersecurity premiums
- SensCy will recommend specialized vendors to Client to help address specific areas of need, at discounted costs whenever possible
- SensCy's Cybersecurity Advocate will be available to Client during normal business hours – 9am to 5pm Eastern Standard Time. For cybersecurity emergencies, outside of normal business hours, a SensCy representative will be available
- SensCy will provide a cover letter to Client after the cyberhealth evaluation with details of the evaluation