

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MAY 21, 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 (arrived 6:25pm), Clerk Heather Jarrell Roe, and Treasurer Stan Eldridge
Trustees: John Newman II (arrived 6:11pm), Gloria Peterson, Debbie Swanson, and Ryan Hunter

Members Absent: none

Legal Counsel: Wm. Douglas Winters

CONSENT AGENDA

A. MINUTES OF THE MAY 7, 2024 REGULAR MEETING AND CLOSED SESSION

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR MAY 21, 2024 IN THE AMOUNT OF \$960,052.33**
- 2. CLARITY HEALTHCARD DEDUCTIBLE ACH EFT FOR APRIL 2024 IN THE AMOUNT OF \$59,976.16**
- 3. CLARITY HEALTHCARE DEDUCTIBLE ADMIN FEE FOR APRIL 2024 IN THE AMOUNT OF \$1,588.19**

C. TREASURERS' REPORT APRIL 2024

A motion was made by Treasurer Eldridge and supported by Trustee Swanson to approve the Consent Agenda.

The motion carried unanimously.

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ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that for the second time this year we have contractor who has gone through the bidding process and then when it comes time for them to sign the contract they refuse. He said they claim they did not calculate the prevailing wage and fringe benefits in their bid which is required by the Township to pay the contractors' staff. Attorney Winters stated this ordinance was adopted by the Township in 1974.

OLD BUSINESS

- 1. REQUEST AUTHORIZATION TO SEEK SEALED BIDS FOR PATHWAY AND PLAYGROUND SURFACE REPAIRS AT BURNS PARK AND PATHWAY RENOVATION AND PLAYGROUND REPLACEMENT AT WEST WILLOW PARK (TABLED AT THE MAY 7, 2024 REGULAR MEETING)**

A motion was made by Treasurer Eldridge and supported by Trustee Hunter to remove from the table.

The motion carried unanimously.

John Hines, Municipal Services Director explained the proposed changes that were made regarding the renovations for West Willow Park after he met with their neighborhood groups.

Trustee Swanson verified that there would be wood chips. She asked if we were limited who could bid on the project. She stated it would be better if we had more competition in the bidding process so we could get better pricing.

Trustee Peterson thanked Mr. Hines for meeting with the neighbors in West Willow and she said she understood they are satisfied with the plans for their park.

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A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve the request authorization to seek sealed bids for pathway and playground surface repairs at Burns Park and pathway renovation and playground replacement at West Willow Park.

The motion carried unanimously.

NEW BUSINESS

- 1. REQUEST TO APPROVE THE CONTRACT WITH THE WASHTENAW COUNTY SHERIFF'S OFFICE AND WASHTENAW COUNTY TO FACILITATE COLLABORATIVE SHARING OF A SCHOOL RESOURCE OFFICER FOR THE SUMMER MONTHS WITH THE LINCOLN CONSOLIDATED SCHOOL DISTRICT IN THE AMOUNT OF \$30,263.21 BUDGETED IN LINE ITEM #266-301-831-008**

Trustee Swanson asked if we contract with the Sheriff's office would we be paying for services that won't be provided because the officer would be on vacation.

Treasurer Eldridge said we do absorb the cost if they take a vacation.

A motion was made by Trustee Peterson and supported by Trustee Swanson to approve the contract with Washtenaw County Sheriff's Office and Washtenaw County to facilitate collaborative sharing of a School Resource Officer for the summer months with the Lincoln Consolidated School District in the amount of \$30,263.21 budgeted in LINE ITEM #266-301-831-008 (see attached).

The motion carried unanimously.

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**2. REQUEST TO APPROVE THE 2024 THIRD AGREEMENT WITH THE
WASHTENAW COUNTY ROAD COMMISSION (WCRC) IN THE AMOUNT OF
\$1,861,865.87 BUDGETED IN LINE ITEM #101-902-981-130**

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve the 2024 Third Agreement with the Washtenaw County Road Commission (WCRC) in the amount of \$1,861,865.87 budgeted in line item #101-902-981-130 (see attached).

The motion carried unanimously.

**3. REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE
FROM DIUBLE FOR THE PURCHASE OF A BOBCAT TRACTOR IN THE
AMOUNT OF \$28,694.80 BUDGETED IN LINE ITEM #101-770-977-000**

A motion was made by Treasurer Eldridge and supported by Trustee Peterson to request to waive the financial policy and award the low quote from Diuble for the purchase of a bobcat tractor in the amount of \$28,694.80 budgeted in line item #101-770-977-000.

The motion carried unanimously.

**4. REQUEST TO APPROVE THE AGREEMENT WITH RUN SIGNUP TO HOST
REGISTRATION FOR THE DIVOT DASH 5K AT GREEN OAKS GOLF COURSE ON
OCTOBER 15, 2024**

John Hines, Municipal Services Director explained the process regarding registration being handled by Run Signup for the Divot Dash 5K.

Trustee Swanson questioned the security issues regarding peoples' data being given out to an outside company. She said that if the company is taking credit cards, etc. and they don't keep it safe will the Township be liable since the event will be on Ypsilanti Township property.

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A motion was made by Treasurer Eldridge and supported by Trustee Peterson to approve the agreement with Run sign up to host registration for the Divot Dash 5K at Green Oaks Golf Course on October 15, 2024 (see attached).

The motion carried unanimously.

5. BUDGET AMENDMENT #7

Clerk Jarrell Roe read Budget Amendment #7.

A motion was made by Clerk Jarrell Roe and supported by Trustee Swanson to approve budget amendment #7 (see attached).

The motion carried unanimously.

AUTHORIZATION AND BIDS

**1. REQUEST TO SEEK SEALED BIDS FOR PATHWAY RENOVATION AND
PLAYGROUND REPLACEMENT AT APPLERIDGE PARK AS PART OF THE
WASHTENAW COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROJECT FUNDING**

A motion was made by Clerk Jarrell Roe and supported by Trustee Swanson to approve the request to seek sealed bids for pathway renovation and playground replacement at Appleridge Park as part of the Washtenaw County Community Development Block Grant (CDBG) Project Funding.

Trustee Swanson explained what she doesn't like about the renovation and replacement at Appleridge Park. She said she doesn't like being so specific about playground equipment because it would limit the amount of vendors who would bid on the job.

The motion carried unanimously.

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2. REQUEST TO REJECT THE BIDS FOR THE REPLACEMENT AND INSTALLATION OF THE COMMUNITY CENTER RENOVATION HVAC PROJECT AND ACCEPT THE LOW QUOTE FROM W.J. ONEIL IN THE AMOUNT OF \$110,000.00 BUDGETED IN LINE ITEM #213-901-975-555

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to reject the bids for the replacement and installation of the Community Center renovation HVAC Project and accept the low quote from W.J. Oneil in the amount of \$110,000.00 budgeted in line item #213-901-975-555.

John Hines, Municipal Services Director explained why this was brought back to the Board.

The motion carried unanimously.

3. REQUEST TO SEEK SEALED BIDS FOR THE PURCHASE OF ONE NEW FORD TRANSIT VAN FOR BUILDING OPERATIONS

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to approve the request to seek sealed bids for the purchase of one new Ford Transit Van for Building Operations.

The motion carried unanimously.

4. REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE FOR REPAIRS TO FIRE STATION #3 TO BMS MANAGEMENT IN THE AMOUNT OF \$52,092.28 BUDGETED IN LINE ITEM #206-901-976-005 DUE TO ALLIED BUILDING SERVICE WITHDRAWING THEIR QUOTE

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to waive the financial policy and award the low quote for repairs to Fire Station #3 to BMS Management in the amount of \$52,092.28 budgeted in line item #206-901-976-005 due to Allied Building Service withdrawing their quote.

The motion carried unanimously.

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CLOSED SESSION

1. REQUEST TO ENTER INTO CLOSED SESSION IN ACCORDANCE WITH THE OPEN MEETINGS ACT SECTION 15.268 TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR DISCLOSURE BY FEDERAL OR STATE STATUE

A motion was made by Clerk Jarrell Roe and supported by Treasurer Eldridge to approve request to enter Closed Session in accordance with the Open Meeting Act Section 15.268 to consider material exempt from discussion of disclosure by Federal or State Statue.

Swanson.....Yes	Newman.....Yes	Peterson.....Yes
Jarrell Roe.....Yes	Stumbo.....Yes	Eldridge.....Yes
Newman.....Yes		

Motion carried unanimously.

The Board went into closed session at 6:55pm and came out at 7:53pm.

OTHER BUSINESS

1. REQUEST TO ACCEPT THE RESIGNATION AND SEPARATION AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND MICHELLE TOWLER

A motion was made by Clerk Jarrell Roe and supported by Trustee Peterson to accept the resignation and separation agreement between Ypsilanti Township and Michelle Towler.

The motion carried unanimously.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FOR \$12,800.00 FROM PAT WALTERS & SONS FOR THE INSTALLATION OF TWO MINI SPLIT HEAT PUMPS TO PROVIDE CONDITIONING AIR DURING THE SUMMER MONTHS AND PROVIDE ADDITIONAL HEATING IF NEEDED IN THE WINTER MONTHS FOR THE CRC BUILDING

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A motion was made Clerk Jarrell Roe and supported by Trustee Peterson to request authorization to accept the low quote for \$12,800.00 from Pat Walters & Sons for the installation of two mini split heat pumps to provide conditioning air during the summer months and provide additional heating if needed in the winter months for the CRC building.

The motion carried unanimously.

PUBLIC COMMENTS

Two public comments were given.

A motion was made by Clerk Jarrell Roe and seconded by Treasurer Eldridge to Adjourn.

The motion carried unanimously.

The meeting was adjourned at approximately 8:01pm.

Respectfully Submitted,



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



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

AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 16, 2024 THROUGH AUGUST 17, 2024

AGREEMENT is made this 6 May 2024 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the LINCOLN CONSOLIDATED SCHOOL DISTRICT, located at 8970 Whittaker Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 16, 2024 through August 17, 2024 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 16, 2024 and concluding on August 17, 2024 the contractual deputy assigned to Lincoln Consolidated School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Lincoln Consolidated School District.

ARTICLE II - TERM

This contract shall begin on June 16, 2024 and continue through August 17, 2024.

ARTICLE III –PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$30,263.21 payable by the Township as follows: June invoice--\$7,387.08; July invoice--\$14,774.17; August invoice--\$8,101.96. These rates are subject to change based on the availability of staffing levels and the implementation of this contract.

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V - EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda L. Stumbo
Brenda Stumbo (DATE)
Supervisor May 22, 2024

By: _____
Gregory Dill (DATE)
County Administrator

By: Heather Jarrell Roe
Heather Jarrell Roe (DATE)
Clerk May 22, 2024

WASHTENAW COUNTY SHERIFF'S OFFICE

LINCOLN CONSOLIDATED SCHOOLS

By: _____
Jerry L. Clayton
Sheriff

By: _____
Robert Jansen
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Michelle K. Billard
Office of Corporation Counsel

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

2024 YPSILANTI TOWNSHIP THIRD AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of May, 2024, by and between the Township Board of Ypsilanti Township ("Ypsilanti Township"), Washtenaw County, and the Board of Washtenaw County Road Commissioners ("WCRC").

WHEREAS, Ypsilanti Township desires that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the WCRC will accomplish the improvements as specified herein, all in accordance with the standards of the Board of Washtenaw County Road Commissioners,

IT IS FURTHER AGREED, Ypsilanti Township shall pay WCRC for the actual project costs incurred for the project; and

IT IS FURTHER AGREED, the WCRC will submit an invoice to the Township on July 1, 2024, for 50% of the estimated project costs. Following project completion and final accounting of the project costs, WCRC will submit the final invoice for the actual remaining unpaid costs. The final invoice shall provide supporting detail and information, which reasonably identifies the actual project costs incurred by WCRC. The Township described herein agrees to remit payment within 30 days from receipt of WCRC invoices.

Greene Farms Subdivision 2024:

Work to include forestry, milling the existing pavement, the placement of 2" HMA resurfacing, ADA sidewalk ramp upgrades, and associated project restoration.

Roads to include:

(Phase 5)

Berwick Drive, Warwick Drive to Roxbury Drive
Berwick Court, Berwick Drive to End of Road
Hampton Drive, Hitchingham Road to Berwick Drive
Hampton Court, Hampton Drive to End of Road
Houston Court, Berwick Drive to End of Road
Crest Drive, Hitchingham Road to Berwick Drive
Oxford Court, Crest Drive to End of Road

(Phase 6)

Marlow Drive, Bemis Road to Essex Drive
Essex Drive, Marlow Drive to Warwick Drive
Kensington Drive, Essex Drive to Amrhein Drive
Carlton Drive, Essex Drive to Amrhein Drive
Warwick Drive, Essex Drive to Amrhein Drive
Amrhein Drive, Bemis Road to Roxbury Court

(Phase 7)

Warwick Drive, Bemis Road to Essex Drive
Essex Drive, Warwick Drive to Marlow Drive
Winterfield Drive, Essex Drive to Warwick Drive
Newbury Drive, Essex Drive to Warwick Drive

Estimated project cost for Greene Farms Subdivision 2024:

\$ 1,180,000.00

2024 Ypsilanti Township Third Agreement

Sugarbrook 2024:

As a division of the Ypsilanti Community Utilities Authority contract, work to include milling the existing pavement, the placement of 2" HMA resurfacing, ADA sidewalk ramp upgrades, and associated restoration.

Roads to include:

McCarthy Street, Knowles Street to Conway Street
McCarthy Court, Conway Street to End of Road
Knowles Street, McCarthy Street to Andrea Avenue
Heather Ridge, McCarthy Street to Andrea Avenue
Lynn Avenue, McCarthy Street to Harry Street
Conway Street, McCarthy Street to Harry Street
Harry Street, Grove Road to Foley Avenue
Andrea Avenue, Harry Street to Foley Avenue
Foley Avenue, Harry Street to Andrea Street
Crittendon Avenue, Harry Street to Harmon Avenue

Estimated project cost for Sugarbrook 2024:

\$ 998,000.00

2024 Ypsilanti Township Third Agreement

AGREEMENT SUMMARY

2024 LOCAL ROAD PROGRAM

Greene Farms Subdivision 2024 (Phases 5, 6, 7)

\$ 1,180,000.00

Less WCRC 2024 Local Matching Funds

\$ 316,134.13

Subtotal

\$ 863,865.87

Sugarbrook 2024

\$ 998,000.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2024:

\$ 1,861,865.87

CHARTER TOWNSHIP OF YPSILANTI:



Brenda Stumbo, Supervisor

May 22, 2024



Heather Jarrell Roe, Clerk

May 22, 2024

WASHTENAW COUNTY ROAD COMMISSION:

Barbara Ryan Fuller, Chair

Matthew MacDonell, Managing Director

The RunSignup Event Contract

1. **Overview and Scope.** RunSignup's Software-as-a-Service, or "SaaS", solutions (each a "**Service**") enable the provision of technology-based Service to help facilitate the administration and management of various races, activities, clubs, online giving sites, charitable donations and other events (collectively, "**Events**"). A Service may be used by directors or organizers of an Event, sponsoring organizations, charities, not-for-profit entities, and other individuals and entities managing or supporting an Event (collectively, "**Organizers**"). This Agreement is entered into between RunSignup and the Organizer of the Event which/who: (a) is duly authorized to receive the registration fees, donations, membership fees, ticket fees and any and all other payments which are processed and collected for the Event through the use of our Service (collectively, the "**Event Proceeds**"); or (b) is otherwise using the Service to support an Event. You represent that you are the Organizer or its authorized representative and have the requisite authority to enter into this Agreement and receive the Event Proceeds. Organizers using a Service are referred to in this Agreement collectively as "**you**" or "**yours**" or as the Organizer.
2. **Contracting Parties.** This Agreement is entered into between RunSignup, Inc., a Delaware corporation doing business as RunSignup, BikeSignup, TriSignup, SkiSignup, PaddleSignup, AdventureSignup, GiveSignup, and Ticketsignup (collectively, "**RunSignup**", "**we**" or "**us**") at 300 Mill Street, Suite 200, Moorestown, NJ 08057, and you.
3. **License, Restrictions and Intellectual Property Rights.**
 - a. We grant you a limited, non-exclusive, non-transferable, non-sublicensable license for you to use the Service on a time-bounded basis for the subscription period specified in the "Termination" provision below. You may use the Service, and shall ensure that your Authorized Users (defined in Section 3(d) below) use the Service, solely in support of your particular Event and solely for the purposes for which we designed the Service to be used as contemplated in this Agreement.
 - b. As applicable, the Service will be made available to you through one of our websites, including runsignup.com, bikesignup.com, trisignup.com, skisignup.com, paddlesignup.com, adventuresignup.com, givesignup.org, and ticketsignup.io, or through a mobile application or other cloud-based platform, which we may make available for your use (individually, a "**Site**" and collectively, the "**Sites**").
 - c. Unless expressly authorized in this Agreement, you shall not, and Organizers shall ensure that its Authorized Users (defined in Section 3(d) below) do not: (i) permit any third-party to access, use or copy all or any portion of the Service; (ii) modify, reverse engineer, decompile, disassemble, distribute, create derivative works based on, copy or otherwise exploit or circumvent access controls to all or any portion of the Service; (iii) sell, sublicense, rent, lease, or otherwise transfer rights to all or any portion of the Service; (vi) use the Service to operate in an outsourcing, service bureau or similar manner; or (v) use the Service in any manner which (a) poses a security risk, violates applicable laws or

regulations, or violates any acceptable use policy or other terms of use which are posted on the Sites where the Service is accessed; (b) overburdens or impairs the performance or operation of the Service or our hosted environment; (c) introduces offensive, pornographic, infringing or other inappropriate content; (d) poses a liability risk to Us; or (e) violates our [Code of Conduct](#) or similar policy to the extent posted on our Site. The restrictions, conditions, limitations and prohibitions regarding the Service which are set forth in this Agreement shall apply equally to the applicable Site(s) and the underlying technology throughout which the Service is provided. Any rights not granted hereunder are reserved by RunSignup.

d. You may only permit access to the Service by your employees and third parties (for example, volunteers or contractors) who you authorize to use the Service in support of the operations of the applicable Event and who are bound by the confidentiality, limited use, intellectual property and other applicable conditions and restrictions of this Agreement ("**Authorized Users**"). As the Organizer, you shall be responsible and liable to ensure that each Authorized User complies with the terms and conditions set forth in this Agreement.

e. We retain all right, title and interest in and to the Service and Sites (including, without limitation, the underlying technology, along with the features, functions, design, "look and feel", graphics, branding, design and other content) and in and to the associated documentation and materials, and in all related intellectual property, modifications, enhancements and derivative works, including all know-how, methods and processes, as well as all related technology and all content (other than your posted Custom Content, as defined in Section 6(a) below), will belong solely and exclusively to RunSignup. In addition to the other restrictions and limitations set forth herein, you agree that, except as expressly authorized hereunder in connection with your use of the Service and a Site, you shall treat our intellectual property as confidential information and shall not disclose or distribute it, in whole or in part.

f. Nothing in this Agreement prevents you from using another registration provider or discontinuing use of the Service without penalty (but, if applicable, you shall pay any and all fees due under this Agreement) during the period which this Agreement is in effect.

4. Credit Card Information. In connection with the handling of credit card information in the provision of our Services, we have undergone a rigorous independent data security assessment to earn a designation as a Level 1 "**PCI-DSS**" ("**Payment Card Industry Data Security Standard**") Service Provider. To the extent that we handle credit card information for your Event, we agree to maintain Level 1 PCI-DSS compliance during the term of this Agreement and to retain an independent, qualified firm to validate compliance on at least an annual basis. To the extent applicable, RunSignup agrees to provide you with proof of compliance on written request no more frequently than annually. RunSignup acknowledges that, when credit card information is used for transactions on our Site, we will employ measures designed to protect cardholder data under the requirements listed in the PCI-DSS once it has been encrypted by our SSL certificate and transmitted to our servers. We do not store any user credit card information on our servers, but pass that directly to a third party payment gateway for processing. For those users who request to

have their credit card data stored, we use a secure online credit card “vault” service. We will confirm that any third party payment gateways or third party vault services we use will have also been designated as PCI Level 1 compliant.

5. Information We Collect; Information Security

- a. In the course of providing the Services, we will collect certain information as follows:
- i. From individuals using the Sites and/or Service to registering for Events (each a “Participant”) or to set up a profile, we may collect their name, address, email address, gender, date of birth, phone number and other information, which we will store on our Sites as a profile (collectively, “**Profile Data**”).
 - ii. We will also store the lists and reports of Participants who have registered for the Event (“**Event Data**”). You may use the Event Data in support of the administration and support of your Event and to market your future Events to Participants and (as applicable solicit donations, subject to your compliance with this Agreement, applicable data security/privacy laws, and the terms of the RunSignup Privacy Policy.
 - iii. We will not use Profile Data or Event Data to market Events or other services directly to Participants and we will not share or sell Event Data to other Events or advertisers.
 - iv. If you are using a Service to facilitate the marketing of an Event or the payment and collection of fees or donations in connection with an Event, we will collect information from you, including your name, address, date of birth, tax identification number and other information that will allow us to identify you. We will also collect information about the entity that will receive the proceeds from the account if an entity will receive the proceeds (collectively, “**Organizer Data**”). The Organizer Data is required to satisfy various regulatory, credit card network, beneficial ownership, underwriting and “know your customer” requirements and guidelines for approving the payment account and to prevent funding terrorism and money laundering. We may request additional information to help us verify the information collected, or information needed, including information related to taxes described in Section 8, below. You agree to provide us this additional information. You consent to our use of independent third party services, including the use of credit reports, to verify information you provide and to determine the financial risk of processing transactions on your behalf. If any of the information you provide cannot be verified or is otherwise determined to be erroneous including by a state, local, or foreign government, you agree to indemnify RunSignup for any fees, penalties, or other charges imposed related to the erroneous information.
 - v. The Profile Data, Event Data and Organizer Data may be collectively referred to as “**Collected Data**”.
- b. We agree to maintain commercially reasonable safeguards designed to protect the Collected Data from unauthorized disclosure or use. You hereby consent to our collection, use and handling of Collected Data and other information which you provide to us or which our Service generates about you in a manner consistent with

this Agreement and the RunSignup Privacy Policy. Details regarding our handling of the Collected Data is set forth in the RunSignup privacy policy, which can be found at <https://RunSignup.com/About-Us/Privacy-Policy> (the "**RunSignup Privacy Policy**"), and you confirm that you have reviewed such policy and agree thereto. Such uses of data include: (i) the disclosure of Collected Data to third parties to support our provisioning of the Service; and (ii) the utilization of aggregated data pursuant to Section 5(c) below.

c. You shall maintain, and shall ensure that your Authorized Users maintain, the confidentiality of your user name, password and other account information (collectively, "**Account Information**"), which enables access and use of the Services. You shall maintain the confidentiality of your Account Information and be solely responsible for any unauthorized disclosure or use of such Account Information, along with any ensuing liability for any harm or damages caused thereby.

d. You shall protect the privacy and security of personal information and any other regulated information regarding registrants, Participants, members and others (including such information which is a part of Event Data) in accordance with all applicable laws, regulations, prevailing industry standards and other applicable data security guidelines ("**Data Security Laws**"). In addition, you shall ensure that: (i) you, and any other applicable party which accesses such information, has posted, and complies with, a privacy policy to address applicable collection, uses and storage practices; and (ii) such privacy policies comply with all applicable Data Security Laws.

e. You shall be solely responsible and liable for, and shall indemnify, defend and hold us harmless from, any liability or damages or harm of any kind incurred or alleged to have been incurred by any individual or entity which arises out, relates to or is connected with any actions or omissions of you or any Authorized User or any Participant which is based upon or results in the unauthorized access to, disclosure of, or breach of security or integrity or privacy regarding any information accessed, uploaded, provided, generated processed, utilized, stored or otherwise handled by you or us including but not limited to Event Data in connection with this Agreement, a Service or an Event.

6. Content You Post.

a. You, may choose to post, upload, publish, submit, display or transmit data, text, images, recordings, materials, logos, marks or other content on or through the Services or the Sites ("**Custom Content**"). You may not post any content that infringes the intellectual property rights of another party.

b. You on behalf of your organization, each Authorized User and each Participant: hereby grant to RunSignup a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, transferable license to use, display, reproduce, distribute, modify and transmit, in digital or printed form, all Custom Content in connection with the implementation, operation, maintenance and promotion of the Service and the promotion of your Event. However, we may also use your name, logo and/or other marks for the purpose of listing your organization as a user of our Service on our promotional materials (including on our

Site). We agree to discontinue such use of your name or marks, which we have inserted or posted in our promotional materials within ten (10) days of your written request. You represent and warrant that, to the extent that any Custom Content is owned by a third party, the owner has granted you the necessary rights to effectuate the license granted to us above.

c. You agree that we may de-personalize (remove any personally identifying information protected under applicable law) and aggregate any data, information or content which we collect, handle, store, process or otherwise access in connection with our provision of the Service (including data and Custom Content which you provide or post) to perform analytics, improve and market the Services, or for any other business or commercial purpose. We shall have no obligation or liability in connection with the use of any of data, information or content, which we de-personalize, unless and to the extent prohibited by applicable law.

7. Fees. Each online Participant using our Services will pay the registration fee charged by you plus a fee for processing such registrations (a "**Processing Fee**"), which is calculated and charged per transaction (not including donations) as follows:

Checkout Total (Not Including Donations)	Processing Fee
\$0	\$0
\$.01 to \$249.99	\$1.00 + 6.0% of Checkout Total
\$250.00 to \$999.99	\$1.00 + 5.0% of Checkout Total
\$1,000.00+	\$1.00 + 4.0% of Checkout Total

Processing Fees for donations are 4.0% of the donation total.

The Processing Fee is established by us and may be changed from time to time at our discretion but will always be clearly disclosed on our Sites to you and to your registrants. We will not change Processing Fees while your race or ticket-based Event is open and accepting registrations or transactions through the Service. We will be responsible for collecting all registration fees and Processing Fees and you hereby expressly consent to, and authorize us, to collect all such fees in connection with our provision of the Service.

8. Taxes. You will be responsible for the collection and payment of any and all sales and/or use tax ("**Sales Tax**"), excise, privilege taxes, duties, value added taxes, fees, assessments or similar liabilities (collectively, "Taxes"), except to the extent that (i) we automatically calculate, collect, or remit Sales Tax on your behalf according to applicable law (for more information, see our Site for details); or (ii) we expressly agree with you to receive Sales Tax or other transaction-based charges on your behalf in connection with your sales through our Site. Any and all fees payable by you and/or the online registrants pursuant to this Agreement, including but not limited to the Processing Fee are exclusive of all Taxes, and you and/or the online registrants will pay any Taxes that are imposed and payable on such amounts. All payments made by you to RunSignup under this Agreement

will be made free and clear of any deduction or withholding (including but not limited to cross-border withholding taxes), as may be required by law. If any such deduction or withholding is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by RunSignup is equal to the amount then due and payable under this Agreement. Except as otherwise provided in this Agreement, you agree that RunSignup is not obligated to determine whether Taxes apply, and RunSignup is not responsible to collect, report, or remit any Taxes arising from any transaction. However, if a taxing authority requires us to pay any of your Taxes, you will promptly reimburse us for the amounts paid.

9. Important Information About Procedures for Opening a New Payment Account:

Establishing a payment account with RunSignup for the collection of fees or donations (a **"Payment Account"**) requires us to obtain, verify and record information that identifies each person who opens an account. When a payment account is opened, we will ask for certain Organizer Data (as defined in Section 5 above) and you agree to provide such information. We may ask you for additional information now or in the future if your payment processing increases or if we are unable to verify your identity or the identity or tax identification number for the entity that is receiving Event proceeds.

a. RunSignup uses Adyen and we may use other payment processing services now and in the future (collectively **"Processors"**) for payment processing for payment accounts.

i. In order for you to use a Payment Account you must be approved as a sub-merchant by RunSignup and Processors by submitting the required Organizer Data which may vary based on your processing volume. By accepting this Agreement and using an Advanced Payment Account you also agree to the Adyen Terms and Conditions (<https://www.adyen.com/legal/terms-and-conditions-adyen-for-platforms>).

ii. We allow you to choose direct deposit or check payments from the credit card payment gateway to the Payment Account which we maintain for your Event on a Weekly, Monthly or Daily basis (Daily Payments must be approved by RunSignup and are only for direct deposit). Weekly is the default option. Weekly Check payments are only processed if proceeds of at least \$1,000 are owed or if there is a transaction that is more than 90 days old, however we won't pay less than certain minimum amounts. RunSignup charges a \$10.00 fee to process a payment by check. The fee will be available to see on our site and will be deducted from registration proceeds prior to sending you a check. Direct Deposit weekly payments are no cost to you and are not subject to the \$1,000 minimum. Payments will be made on this basis with the exception of funds held to establish a refund reserve when required. The refund reserve will be paid to you via your selected payment method after the conclusion of your Event and after we have been able to verify that there are no chargebacks for your Event. All registration fees, except for Processing Fees are your exclusive property.

b. Refunds - You shall exclusively and directly be liable for and handle refunds. If RunSignup, for any reason has to handle refunds or chargebacks on your behalf You will be liable to RunSignup for the registration proceeds refunded to participants for Your Event as well as any applicable RunSignup processing fees for the original registration and refund and any fees from the credit card brands or Processors to process the chargebacks. RunSignup has a service that helps you process refunds, these refunds come out of your reserve funds and will not be processed if the reserve funds do not meet the refund requests. Additional funds can be added to the refund reserve as needed.

c. RunSignup reserves the right to withhold payments from an Event or Organizer if there are complaints from registrants or repeated chargebacks or if an Event has been cancelled and there are not sufficient funds available for refunds. RunSignup may require a holdback reserve from Events as a reserve for refunds and chargebacks. Additionally, that holdback may be increased for some Events based on the newness of the Event or newness of the registration history with RunSignup or based on RunSignup's internal underwriting review of the creditworthiness of the Organizer Data submitted for the Event Payment Account. RunSignup reserves the right to withhold and deduct payment from an Event or Organizer for chargebacks that are processed against the Event. RunSignup will release any Event holdbacks after an Event has been completed and it is determined that there are no additional refunds or chargebacks to be processed for that Event.

d. We may now or in the future use other Processors for payment processing. You agree and provide consent that if we decide to use another payment processing company that we may move your Payment Account or set up another similar Payment Account with any other payment processing company providing similar services for the processing and payment of Registration fees or other Event proceeds as long as there are no other material changes in the Services provided under this Agreement.

10. Payment of Registration Fees. In connection with our collection of fees in the provision of our Services, you agree as follows: (i) we may send registration fees collected by us, minus our Processing Fees, directly to you via the methods identified in Payments above and you warrant that you are an authorized representative of the Organizer in this regard and (ii) you shall indemnify us for any claims, loss or expenses (including attorney's fees) brought by the Organizer or any other individual, entity or organization that relates to or arises from our payment of funds to you (including a claim that we wrongfully paid such funds to you and should have paid a different individual, entity or organization).

11. Termination. This Agreement will remain in effect until terminated in accordance with its terms. Either party may terminate this Agreement upon written notice if the other party is in material breach and fails, within thirty (30) days of receipt of written notice of the breach, to correct the breach. In addition, RunSignup may immediately deactivate, suspend or terminate your use of the Service for your Event, or delist any Site, if you misuse the Service or the Sites in violation of the terms hereof, including i) by breaching Section 3 above or infringing our intellectual property rights in the Service or Sites; (ii) if RunSignup is unable to approve your Payment Account for processing or continued processing now or in the future in our sole discretion, based on our internal underwriting guidelines; or (iii) if you violate the [Code of](#)

Conduct for our Site. RunSignup may also terminate this Agreement, and your access to and use of the Service and Site(s), at any time after your Event is completed (or, as applicable, cancelled), with or without cause, upon written notice to you, but, unless you have misused the Service or the Sites in a fraudulent or other improper manner, you shall then have the right to retrieve your data in accordance with the terms below. Upon termination, all rights (including rights to access and use the Service and Site) and obligations shall automatically terminate and you shall promptly return all proprietary information and materials of ours to us. You agree that, following termination or expiration hereof, we may maintain your data and content (including Collected Data and Custom Content) in accordance with our then-current backup, retention and data retention policies and for the ongoing purposes authorized herein. Upon request within one (1) year after termination, we will make available to you (via electronic download or such other method pursuant to our then-standard practices) your content and data which remains in our possession. After such one-year period, we may, without obligation to do so, delete any or all of your data and/or content without liability. We can also terminate this Agreement if our payment processing vendors terminate our right to process or accept payments, whether with respect to you or our customers at large.

You may discontinue use of the Services at any time without penalty and without notice to RunSignup, however you will continue to be liable for any chargebacks or refunds for your event.

12. Representations and Warranties and Associated Disclaimers. Each party represents and warrants that it has the necessary and full right, power, authority and capability to enter into this Agreement and to perform its obligations hereunder; that it owns or controls the rights granted or licensed to the other party herein; that the execution and performance of its obligations under this Agreement will not violate any known rights of any third party, any contractual commitments or any applicable federal, state and local law or regulation; and that the marks, logos and intellectual property licensed to the other party herein do not violate the proprietary rights of a third party.

EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, THE SERVICES AND THE SITES ARE PROVIDED "AS IS" AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION, RUNSIGNUP EXPRESSLY DISCLAIMS ANY WARRANTY, REPRESENTATION, COMMITMENT OR LIABILITY: (i) THAT THE USE OF THE SERVICES, THE SITES, THE CONTENT THEREON OR ANY ASSOCIATED INTELLECTUAL PROPERTY WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE OPERATION OR USE THEREOF WILL MEET YOUR REQUIREMENTS; (ii) REGARDING ANY WEBSITES (INCLUDING THIRD PARTY WEBSITE FOR WHICH A LINK IS PROVIDED FROM OUR SERVICE OR SITE), TECHNOLOGY, SOLUTIONS OR OTHER PRODUCTS OR SERVICES (INCLUDING PAYMENT GATEWAYS AND DATA VAULTS) PROVIDED OR MADE AVAILABLE BY THIRD PARTIES; AND (iii). REGARDING THE ACCURACY OF ANY INFORMATION OR CONTENT THAT YOU POST OR ACCESS THROUGH THE SERVICES OR THE SITES. YOU ARE SOLELY RESPONSIBLE FOR ALL ASPECTS OF THE EVENT, INCLUDING WITH RESPECT TO ALL DATA AND CONTENT WHICH YOU POST OR SHARE.

13. Indemnification.

We will defend, indemnify and hold you harmless from and against any damages, losses, and costs that directly arise out of a claim brought by a third party (i) which alleges that the Services (in the form which we make them available to you) infringe a third party's copyright, patent, trademark, trade secret or other intellectual property right enforceable in the United States; (ii) seeking damages resulting from the unauthorized disclosure of credit card information or other personal information (where "**personal information**" means personally identifiable information (PII) which is protected under applicable law) hereunder to the extent such damages are caused by our breach of data security measures which we commit to undertake in this Agreement. As a condition of our indemnity obligation, you must promptly notify us of any such claim; grant us sole control of the defense and settlement of any such claim; and cooperate with us to facilitate our ability to settle or defend the claim. In the event of a covered infringement claim, we will endeavor to obtain for you the right to continue using the Services, or to replace or modify the Services so that they are not infringing and materially similar. If these alternatives are not commercially reasonable, we will notify you and terminate the Services. We shall have no indemnity obligations to you if the infringement claim is caused by your misuse of the Services, or Your use of the Services in combination with unauthorized products or services. THESE ARE OUR EXCLUSIVE OBLIGATIONS WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND UNAUTHORIZED DISCLOSURE OF CREDIT CARD INFORMATION AND PII.

You shall indemnify, defend and hold harmless RunSignup and its directors, officers, employees, affiliates, contractors and agents (collectively, the "**RunSignup Indemnitees**"), against any damages, losses and costs that directly arise out of a claim brought by a third party (including an individual, entity or organization): (i) which alleges that your data, content or other information or materials infringes a third party's copyright, trademark, trade secret, patent or other intellectual property right enforceable in the United States; (ii) seeking damages for the unauthorized disclosure of Event Data or personally identifiable data by you or an Authorized User as a result of a breach of a warranty, covenant or obligation hereunder; (iii) which arises out of or is caused by a misuse of the Service by you or any of your Authorized Users in violation of the usage or licensing restrictions and/or prohibitions set forth in this Agreement; (iv) which is based on injury, harm or other damage to, or a dispute over payments made or refunds requested by, a participant, volunteer, sponsoring organization, entity or support resource involved in any Event or (as applicable) any of your club's running activities; (v) which arises from your breach of a representation or warranty provided hereunder (including, by way of example and not limitation, a claim brought by a third party provider of online Event management and/or registration services due to your breach of a representation or warranty in Section 12 above) or (vi) which is brought by a timer, event organizer, Event director or other organization (other than the Organizer which is entering into this Agreement) and is based on or arises out of the Service, the use of the Sites or other matters related to your Event. With the exception of gross negligence on the part of any Township employee, nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the Charter Township of Ypsilanti.

14. LIMITATION ON LIABILITY.

EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT SHALL RUNSIGNUP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT WILL THE LIABILITY OF RUNSIGNUP UNDER THIS AGREEMENT EXCEED: (A) THE AMOUNT OF PROCESSING FEES COLLECTED AND RETAINED BY US FOR YOUR EVENT FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE OF THE INITIAL CLAIM ASSERTED AGAINST US HEREUNDER; OR (B) IF WE DO NOT COLLECT OR RETAIN ANY PROCESSING FEES FOR YOUR EVENT, ONE HUNDRED DOLLARS (\$100). MULTIPLE CLAIMS SHALL NOT INCREASE THE CAPS. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE, SHALL APPLY TO ALL CAUSES OF ACTION (INCLUDING NEGLIGENCE) AND SHALL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. NOTHING SET FORTH ABOVE SHALL LIMIT OUR OBLIGATION TO PAY UNDISPUTED FEES PROPERLY DUE TO YOU UNDER THIS AGREEMENT.

15. Miscellaneous.

a. Independent Contractor Relationship; No Third-Party Beneficiaries. The parties are independent contractors and nothing contained in this Agreement will be construed to create an association, trust, partnership, agency or joint venture between the parties. Except as expressly set forth herein, this Agreement does not and is not intended to confer any rights or remedies, express or implied, upon any person other than the parties hereto.

b. Assignment. You may not assign or transfer any part of this Agreement without the prior written consent of RunSignup. We may assign this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or a controlling interest in our stock, but will endeavor to provide notice of such assignment as soon as practicable after it occurs.

c. Force Majeure. Neither party will be liable to the other for any failure to perform any of its obligations under this Agreement during any period in which performance is delayed by circumstances not within such party's reasonable control, such as a natural disaster, act of war or terrorism, government action or orders, labor disruption, internet outages or interruptions or power outages. Notwithstanding the above, the terms and conditions of Sections 9(b) and 9(c) shall continue to remain in full force and effect despite the occurrence of a force majeure event. Additionally, Organizers shall remain financially responsible to Participants and/or RunSignup as applicable for any refunds and chargebacks necessitated by a Force Majeure event that causes a cancellation or interruption of an Event for which Services have been provided under this Agreement.

d. Compliance with Laws. Each of us shall abide by all applicable laws and regulations, including those addressing data security and export controls, regarding our exercise of rights and performance of obligations under this Agreement.

e. Entire Agreement; Severability; Waiver. This Agreement is the entire agreement between you and RunSignup with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements between you and us regarding that subject matter. No amendment to or modification of this Agreement will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Agreement is found to be void or unenforceable, the provision will be stricken or modified and the remainder of this Agreement will remain in full force and will not be terminated. A waiver of any default is not a waiver of any subsequent default. All waivers must be in writing to be effective.

f. Governing Law and Jurisdiction. The laws of the State of New Jersey shall govern the interpretation and enforcement of this Agreement and any dispute arising out of or related hereto, without regard to its conflict of laws principles. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in New Jersey with respect to any dispute arising out of or relating to this Agreement.

g. Notices. All notices must be in writing and shall be sent by first class U.S. mail or a nationally known express or overnight courier (such as FedEx, UPS or the U.S. Postal Service). Notices to us shall be sent to our main address as listed on each Site and, for each notice, a copy shall also be sent to Our CFO. Notice to You may be sent to your address set forth in the Agreement. Notices shall be deemed given upon receipt thereof.

Company	<u>Heather Jarrell Roe</u>
Signature	<u>Brenda L. Stumbo</u>
Printed Name & Title	<u>Heather Jarrell Roe Clerk</u>
Date	<u>May 22, 2024</u>

RunSignUp, Inc.

Signature

Printed Name & Title

Date _____

**CHARTER TOWNSHIP OF YPSILANTI
2024 BUDGET AMENDMENT # 7**

May 21, 2024

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND **Total Increase** \$30,060.00

Request to increase the budget for PTO payout at 75%. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$2,302.00
			<u>\$2,302.00</u>
		Net Revenues	<u><u>\$2,302.00</u></u>
Expenditures:	Salaries Pay Out	101-191-708.004	\$2,138.00
	FICA	101-191-715.000	\$164.00
		Net Expenditures	<u><u>\$2,302.00</u></u>

Request to increase the budget for the required voter ID cards sent out in December of 2023. The invoice was not received until after the close of year end and was paid out of the 2024 budget. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699-999	\$4,000.00
			<u>\$4,000.00</u>
		Net Revenues	<u><u>\$4,000.00</u></u>
Expenditures:	Office Supplies	101-262-727.000	\$4,000.00
		Net Expenditures	<u><u>\$4,000.00</u></u>

Request to increase the budget for the purchase of a trailer for election equipment transportation as the old trailer was leaking. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699-999	\$10,158.00
			<u>\$10,158.00</u>
		Net Revenues	<u><u>\$10,158.00</u></u>
Expenditures:	Equipment	101-262-977.000	\$10,158.00
		Net Expenditures	<u><u>\$10,158.00</u></u>

Request to increase the budget for summertime Internships provided through Michigan Works. We are contracting for 4 interns at \$3,400 per intern for the summer. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699-999	\$13,600.00
			<u>\$13,600.00</u>
		Net Revenues	<u><u>\$13,600.00</u></u>
Expenditures:	Contractual Services	101-270-818.000	\$13,600.00
		Net Expenditures	<u><u>\$13,600.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2024 BUDGET AMENDMENT # 7**

May 21, 2024

213 - BIKE, SIDEWALK, REC, ROADS FUND (BSRII)	Total Increase	<u><u>\$110,000.00</u></u>
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Request to increase the budget for HVAC system at the Community Center. This will be funded 100% by a Department of Energy Grant (EECBG) when awarded.

Revenues:	Dept of Energy - EECBG	213-000-529.500	\$110,000.00
			<u>Net Revenues</u> <u>\$110,000.00</u>
Expenditures:	Cap Outlay/ Energy-Com Center	213-901-975.555	\$110,000.00
			<u>Net Expenditures</u> <u>\$110,000.00</u>

217 - FIRE SPECIAL MILLAGE CAPITAL FUND	Total Increase	<u><u>\$70,000.00</u></u>
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Request to increase the capital outlay line in the Fire Special Millage Capital Fund for the Hewitt Fire Station improvements. This was originally budget for 2024 in the Fire Fund 206, but there are additional funds of over \$200K in the special capital fund that must be used for capital or capital improvement. The original budget requested \$10,000 for engineering and \$60,000 for construction to repair Hewitt Station ceiling and gutters. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	217-000-699.999	\$70,000.00
			<u>Net Revenues</u> <u>\$70,000.00</u>
Expenditures:	Capital Outlay Fire Station	217-901-976.005	\$70,000.00
			<u>Net Expenditures</u> <u>\$70,000.00</u>

Motion to Amend the 2024 Budget (#7)

Move to increase the General Fund budget by \$30,060 to \$26,966,268 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads Fund (BSRII) budget by \$110,000 to \$4,406,036 and approve the department line item changes as outlined.

Move to increase the Fire Special Millage Capital Fund budget by \$70,000 to \$1,614,869 and approve the department line item changes as outlined.