

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JULY 15, 2025 REGULAR BOARD MEETING**

Board Meetings are audio recorded and posted on the website

DETERMINATION OF QUORUM

Supervisor Stumbo determined a quorum was present. Trustee Newman arrived during the Attorney report.

Township Supervisor Brenda Stumbo called the meeting to order at 6:00 pm in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda Stumbo, Clerk Debbie Swanson, and Treasurer Stan Eldridge
Trustees: Karen Lovejoy Roe, John Newman II, Gloria Peterson, and LaResha Thornton

Members Not Present: None

Legal Counsel: Wm. Douglas Winters

The Pledge of Allegiance was recited followed by a moment of silent prayer.

FIRE DEPARTMENT HONORS

Honors were Presented by Chief Desmore (refer to audio)

APPROVAL OF AGENDA

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve the agenda.

Trustee Lovejoy Roe made a request to add an amendment to the agenda to move public comments up and add a discussion item after public comments for the data center. Supervisor Stumbo asked if there was support to add this amendment to the agenda. There was no support.

The motion carried unanimously.

CONSENT AGENDA

A. MINUTES OF JUNE 17, 2025 REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR JULY 1, 2025 IN THE AMOUNT OF \$858,216.29**
- 2. STATEMENTS AND CHECKS FOR JULY 15, 2025 IN THE AMOUNT OF \$1,605,159.57**
- 3. CLARITY HEALTHCARE DEDUCTIBLE ACH FOR JUNE 2025, IN THE AMOUNT OF \$58,805.05**
- 4. CLARITY HEALTHCARE ADMIN FEE FOR JUNE 2025, IN THE AMOUNT OF \$1,710.28**

C. TREASURER'S REPORT

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve the consent agenda.

The motion carried. Trustee Lovejoy Roe voted no.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Legal update was provided by Attorney Winters. (refer to audio)

NEW BUSINESS

- 1. APPROVE THE CONTRACT WITH BS&A SOFTWARE, LLC TO UPGRADE OUR CURRENT BS&A.NET SOFTWARE TO CLOUD-BASED SOFTWARE, PENDING ATTORNEY'S REVIEW AND RECOMMENDATION OF CONTRACT**

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to approve the contract with BS&A Software, LLC to upgrade our current BS&A.net software to cloud-based software, contingent upon attorney's approval. (see attached)

The motion carried unanimously.

2. 1ST READING OF ORDINANCE 2025-511, AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-76(a) OF THE CODE OF ORDINANCE, CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST WATER SERVICE RATES

Clerk Swanson read the ordinance into the record.

A motion was made by Clerk Swanson and supported by Trustee Peterson to approve ordinance 2025-511, an ordinance to amend Chapter 62, Article IV, Section 62-76(a) of the Code of Ordinance, Charter Township of Ypsilanti, to adjust water service rates. (see attached)

The motion carried unanimously.

3. 1ST READING OF ORDINANCE 2025-512, AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-77 OF THE CODE OF ORDINANCE, CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST SEWER SERVICE RATES

Clerk Swanson read the ordinance into the record.

A motion was made by Clerk Swanson and supported by Trustee Thornton to approve ordinance 2025-512, an ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinance, Charter Township of Ypsilanti, to adjust sewer service rates. (see attached)

The motion carried unanimously.

**4. AUTHORIZATION TO ENTER INTO NEGOTIATIONS TO SELL
TOWNSHIP OWNED PROPERTY LOCATED AT 2162 ECORSE ROAD**

A motion was made by Trustee Lovejoy Roe and supported by Trustee Peterson for authorization to enter into negotiations to sell township owned property located at 2162 Ecorse Road.

The motion carried unanimously.

**5. AUTHORIZE THE PURCHASE OF PROPERTIES FROM THE 2025
WASHTENAW COUNTY TAX SALE, LOCATED AT 2117 NANCY STREET,
1555, 1655, 1540 AND 1520 WATSON STREET, *IN THE AMOUNT OF
\$10,856.00***

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to authorize the purchase of properties from the 2025 Washtenaw County Tax Sale, located at 2117 Nancy Street, 1555, 1655, 1540 and 1520 Watson Street.

Trustee Lovejoy Roe requested the amount of \$10,856 be added to the agenda item.

Supervisor Stumbo asked for confirmation from Treasurer Eldridge and Trustee Thornton to accept Trustee Lovejoy Roe's friendly amendment to add \$10,856.00 to the agenda item.

The friendly amendment was accepted by Treasurer Eldridge and Trustee Thornton.

The motion carried unanimously.

**6. WAIVE FINANCIAL POLICY AND APPROVE CRIBLEY DRILLING FOR
THE NEW ELECTRICAL INSTALLATION FOR WELL#8 AT THE GREEN
OAKS GOLF COURSE IN THE AMOUNT OF \$20,878.00, BUDGETED IN
LINE ITEM #584-784-931.022, CONTINGENT ON BUDGET
AMENDMENT**

A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge to waive the financial policy and approve Cribley Drilling for the new electrical installation for Well #8 at the Green Oaks Golf Course in the amount of \$20,878.00, budgeted in line item #584-784-931.022.

The motion carried unanimously.

7. APPROVE ANNUAL LICENSES TO JUNKYARD BUSINESSES

Supervisor Stumbo read the following names and addresses of the junkyard businesses recommended for annual license approval into the record:

1. B&G Auto Salvage 1711 Cadillac Ave
2. B&G Auto Salvage 1724 Woodale Ave
3. AAA Parts 2260/2280 E Michigan Ave
4. East Michigan Ave Auto Parts /2494 E Michigan Ave
5. A&M Auto Parts 2600 Coolidge Ave
6. Sky Holdings Group 2835 Coolidge Ave

A motion was made by Trustee Lovejoy Roe and supported by Trustee Thornton to approve the annual licenses to junkyard businesses.

The motion carried unanimously.

8. APPROVE LITIGATION TO ABATE PUBLIC NUISANCE AND REQUEST PADLOCK AT 611 WOODLAWN

A motion was made by Trustee Lovejoy Roe and supported by Trustee Thornton to approve litigation to abate public nuisance and request padlock at 611 Woodlawn.

The motion carried unanimously.

9. APPROVE AND FILL THE VACANT HUMAN RESOURCE DIRECTOR POSITION, ALONG WITH THE ATTACHED JOB DESCRIPTION AND SALARY RANGE. THE POSTING SHALL LIST A SALARY RANGE OF \$95,000 to \$105,000, BUDGETED IN LINE ITEM #101-270-705.000

A motion was made by Trustee Peterson and supported by Treasurer Eldridge to approve and fill the vacant Human Resource Director position, along with the attached job description and salary range. The posting shall list a salary range of \$95,000 - \$105,000, budgeted in line item # 101-270-705.000. (see attached)

The motion carried unanimously.

10. AUTHORIZE TO PROCEED IN PARTNERSHIP WITH LOMBARDO HOMES TO MAKE IMPROVEMENTS TO THE MERRITT ROAD AND TUTTLE HILL ROAD INTERSECTION FOR SIGNALIZATION AND PEDESTRIAN CROSSING

A motion was made by Trustee Lovejoy Roe and supported by Treasurer Eldridge to authorize to proceed in partnership with Lombardo Homes to make improvements to the Merritt Road and Tuttle Hill Road intersection for signalization and pedestrian crossing.

The motion carried unanimously.

11. BUDGET AMENDMENT #9

Clerk Swanson read the budget amendment into the record.

A motion was made by Clerk Swanson and supported by Trustee Lovejoy Roe to approve budget amendment #9. (see attached)

The motion carried unanimously.

AUTHORIZATION AND BIDS

1. ACCEPT THE BID FROM CSI EMERGENCY APPARATUS TO PURCHASE ONE AERIAL FIRE APPARATUS IN THE AMOUNT OF \$1,499,428.00, BUDGETED IN LINE ITEM #217-907-979.000

A motion was made by Treasurer Eldridge and supported by Trustee Thornton to accept the bid from CSI Emergency Apparatus to purchase one aerial fire apparatus in the amount of \$1,499,428.00, budgeted in line item #217-907-979.000, contingent upon attorney approval. It was also agreed that approval would be contingent on the following:

- The contract would be updated to include the township as the purchasing authority
- The meeting packet would be revised to include the full specs for the purchase
- The contract pricing conditions would be changed from may be deducted to shall be deducted in this sentence "If truck is paid for within 20 days of final inspection at the factory, a credit of \$15,000 ~~may~~ **shall** be deducted from the contract price."

The motion carried unanimously.

OTHER BUSINESS

There was no other business.

PUBLIC COMMENTS

There were 35 public comments. (refer to audio)

BOARD MEMBER COMMENTS

There were 3 board member comments. (refer to audio)

ADJOURNMENT

A motion to adjourn was made by Treasurer Eldridge and supported by Trustee Thornton.

The motion carried unanimously.

The meeting was adjourned at approximately 9:10PM

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Debra A. Swanson, Clerk
Charter Township of Ypsilanti

**BS&A
CUSTOMER ORDER FORM**

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

Customer Name: Ypsilanti Charter Township, Washtenaw County MI	Sponsor Contact:
Billing Address:	Sponsor Phone:
Accounts Payable Email:	Sponsor Email:

Platform and Fee Information

Effective Date:	
Platform Description: Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet. “Usage Limitations”: <input type="checkbox"/> <i>Number of Authorized Users:</i> [INSERT # OF SEATS] <input type="checkbox"/> <i>Other:</i> [INSERT OTHER USAGE LIMITATIONS, IF ANY]	
“Initial Subscription Period”: [One (1) year]	Subscription Fees: \$106,840 payable [annually].
Professional Services (if any): \$121,805	Service Fees (if any):
Other Customer Terms:	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); and (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”).

BS&A SOFTWARE, LLC

YPSILANTI CHARTER TOWNSHIP, WASHTENAW COUNTY, MI

Name: _____
Title: _____

Name: _____
Title: _____

Name: _____
Title: _____

EXHIBIT A
CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions.

1.1 **"Authorized User"** means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **"BS&A IP"** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 **"Business Contact Data"** means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **"Customer Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **"Documentation"** means Company's end user documentation relating to the Platform, including any user guides.

1.6 **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **"Order"** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 **"Personal Information"** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **"Platform"** has the meaning set forth on the Order.

1.10 **"Professional Services"** means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 **"Subscription Period"** means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform.

1.12 **"Third-Party Products"** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 **"Usage Data"** means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 **"Usage Limitations"** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "**Service Suspension**"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement,

BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform. '

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees (“**Fees**”) identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days’ notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A’s sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A’s other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer’s and its Authorized Users’ access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A’s income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as “confidential” or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, “**Confidential Information**”). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party’s Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (“**Representatives**”). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual

property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached

this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Delaware, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than New Castle County, Delaware, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

EXHIBIT B
PRICING SHEET
(Based on Q-01232 dated 6/30/25)

Upgrade - Cloud Modules – Annual Fee

Financial Management

GL-General Ledger	\$11,865.00
AP-Account Payable	\$9,760.00
PO-Purchase Order	\$9,575.00
CR-Cash Receipting	\$10,695.00
Total	\$41,895.00

Personnel Management

PR-Payroll	\$16,130.00
Total	\$16,130.00

Community Development

BD-Building Department	\$19,205.00
Total	\$19,205.00

Property

ASG-Assessing	\$10,900.00
AL-Animal License	\$5,630.00
TX-Tax	\$7,045.00
DPP-Delinquent Personal Property	\$2,355.00
Total	\$25,930.00

Subtotal	\$103,160.00
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New Purchase - ClbudModules - Annual fee

Property

SPA:5-Special Assessment;

\$3,680.00

total

\$3,680.00

Subtotal

\$3,680.00

Project Management and Implementation Planning

Services include;

- Allia customer processes - I/O ens! I're all m"tiral campol'ient!> are:a.ddressi?d.

Creating and managing the p.rqjm schedule M armroo,m, w.ittl the cw:rome-r' erutmg pnx=es- f:ltl1lileeds.

Planning and scheduled tlf:ltl'ing around any p.fannsdprocess clrm\$e'S iltdud:Scitn the preyed plan.

Notifying the project scilscftlie as needed W accommodate any changes to the SCOJJC' and requiiremems of the project that are dismvered.

Providing a central mmr:mt betweM the cw:mmr's prjcdt leorlers, IIBVeJofjeft:, tmmers, fistnff, OOIVN'ifon staff, rmd other resm!rc.es required throlligijoot tile tnmsitio.n r:,enoo,

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Total

\$43,755.00

Implementation and Training

\$1,325/day

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Services include;

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Training andGo-tive

SeblJ, Da .s

ITSSdup - flM	Setup Days: 2	\$2,650.00
ITS Setup - Hms	Setup Days: 2	\$2,650.00
ITSSdup - CD	Setup Days: 2	\$2,650.00
ITS Setup - Property	Setup Days: 4	\$5,300.00
Total Setup D1,iir-: 10,		Subtotal: S13,250.00

Training Days

ITSTrain[rig - FM	Training Days: 14	\$18,550.00
ITSTrain[rig - HRIS	Training Days: 7	\$9,275.00
ITSTrain[rig - CD	Training Days: 15	\$19,875.00
ITSTrain[rig - Property	Training Days: 7	\$9,275.00
Total Training Days: 43		Subtotal: \$56,975.00
Total Days: 53		Total: \$70,225.00

Cost Totals

Upgrade Moores - Annual Fee	Subtotal	\$10,310.00
Good New Purchase - Annual Fee	Subtotal	\$3,630.00
Project Management	Subtotal	\$43,755.00
Implementation and Training	Subtotal	\$70,225.00
Total Proposed		\$220,820.00
Estimated Travel		\$7,825

Estimated Travel Expenses are outlined in this proposal. The final invoice will reflect actual expenses, following the methodology for training activities based on the Fedaa Guidelines described below.

- \$160/\$185/\$225 per day hotel (varies by state)
- \$90 per day car rental
- \$70 per day meals
- \$HO per trip airfare/related expenses.
- \$0.70/mile round trip for drive distance

Payment Schedule

- 1st Payment: \$43,155 to be invoiced upon execution of the agreement.
- 2nd Payment: **\$106,840** to be invoiced at activation of customer's site.
- 3rd Payment: **\$78,050** to be invoiced upon completion of training.

**CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2025 – 511**

An ordinance to amend Chapter 62, Article IV, Section 62-76(a) of the Code of Ordinances, Charter Township of Ypsilanti, to adjust water service rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-76(a) of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

- (a) Except as otherwise provided in this section, water to be furnished by the system shall be measured by a meter controlled by the Ypsilanti Community Utilities Authority.

For all billings rendered prior to September 1, 2025, existing water service rates shall prevail. For all billings rendered on or after September 1, 2025, charges for water service rates shall be as follows, for each bimonthly (two-month) period:

(1) Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Water Rate
5/8-3/4	\$ 18.96
1	\$ 47.39
1-1/2	\$ 94.78
2	\$ 151.65
3	\$ 473.90
4	\$ 947.80
6	\$ 1,895.59
8	\$ 3,317.28
10	\$ 5,212.88
12	\$ 6,160.67

- (2) Commodity rate:** \$4.10 per 100 cubic feet

**CHARTER TOWNSHIP OF YPSILANTI
ORDINANCE NO. 2025 – 512**

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to adjust sewage disposal rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to September 1, 2025, existing sewage disposal service rates shall prevail. For all billings rendered on or after September 1, 2025, charges for sewage disposal services shall be as follows, for each bimonthly (two-month) period:

(1) Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Sewer Rate
5/8-3/4	\$ 19.60
1	\$ 49.01
1-1/2	\$ 98.00
2	\$ 156.81
3	\$ 490.03
4	\$ 980.07
6	\$ 1,960.12
8	\$ 3,430.23
10	\$ 5,390.35
12	\$ 6,370.42

(2) Commodity rate: \$3.23 per 100 cubic feet

* * * * *



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

DIRECTOR OF HUMAN RESOURCES

Department: Human Resources

Supervised by: Township Supervisor

Supervision: HR Generalist, HR Specialist (PT), & I.T. Department, & additional personnel as assigned

FLSA Status: Exempt

Position Type: Full-Time, Non-Union

Position Summary:

The Charter Township of Ypsilanti is a family-oriented community of over 50,000 residents located on the eastern edge of Washtenaw County. The Director of Human Resources, under the general direction of the Township Supervisor, or their specified designee, directs, manages, and coordinates, the human resources and risk management activities for all Township departments, including the Fire Department as well as Parks & Recreation. Responsibilities include recruitment, selection, classification and compensation, benefits administration, workers' compensation, risk management insurance programs, training, employee relations, labor contract administration and negotiations, and employee safety and wellness. Maintains confidentiality of sensitive and/or personal information. Provides leadership around such initiatives as identifying cost efficiencies across departments.

Essential Job Functions:

An employee in this position may be called upon to do any, or all, of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. The ideal candidate will work under the direction of the Township Supervisor, in collaboration with the other full-time elected officials, and other department directors, in creating a township culture that is collaborative, team and service-oriented by creating, recruiting, selecting, orienting and putting into place human resources systems that will instill an attitude of service-oriented performance throughout the organization.
2. Regularly meets with the Township Supervisor to discuss the status of current activities, reports, and upcoming projects.
3. Ensures compliance with all state and federal laws and Township ordinances, policies and procedures related to human resources. Maintains necessary records and information, analyzes data, compiles reports required by regulatory agencies and Township administration.
4. Provides advice and information to Elected Officials, Department Heads, and employees related to employment issues, policies, and procedures.



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

5. Defines, implements, and administers the employee compensation program. Shall oversee the payroll development, leave time accruals, and benefits programs. Conducts and/or coordinates surveys and job analyses to develop job descriptions and pay ranges. Updates and maintains the Township's wage ranges and benefits.
6. Administers employee insurance and retirement contracts, including worker's compensation, unemployment, health, life and disability insurance, deferred compensation and defined benefit retirement programs. Serves as the liaison with providers and maintains agreements.
7. Serves as a member of the Township's collective bargaining team. Proposes and completes the drafts of contract language, and studies and reports on the potential cost and service impacts of proposed provisions. Administers all collective bargaining agreements and employee contracts.
8. Manages and leads the selection, recruitment, hiring, discipline and discharge processes of Township employees. Shall oversee recruitment advertising, application reviews, interviews, selection processes, and background checks on applicants. Shall oversee the proper maintenance and access to personnel files.
9. Oversees staff training programs. Will ensure employees are properly trained to perform their jobs professionally and safely. Investigates incidents and injuries, and coordinates physical inspections to identify potential liabilities.
10. Serves on special committees and participates in civic, and professional organizations as assigned.
11. When directed by the Township Supervisor, acts as a community liaison on her behalf, responding to inquiries and issues of community leaders and public groups.
12. Assists the Police and Fire Pension Board, as well as the Civil Service Commission, with the preparation of meeting materials, facilitation of meetings, record keeping, and compilation of data and information as needed.
13. Prepares annual budget request for the department's operations. Ensures adherence to the approved budget. Performs overall general fund budget oversight duties as directed.
14. Oversee the Education and Training needs of employees, as it relates to required licensing and certifications needed to perform their job duties.
15. Attend meetings of the Township Boards and Commissions, as needed.



YPSILANTI TOWNSHIP

— WHERE YOUR FUTURE GROWS —

16. Develops, recommends and updates township personnel policies.
17. Performs related work as required.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

1. A Bachelor's Degree in Business, Public, Administration, Human Resources, Labor Relations or a related field. A Master's Degree in a related field is preferred. SPHR or similar certification is highly desirable.
2. Leadership experience working in the public sector is required.
3. Seven or more years of labor relations, human resources management, or related experience. Experience with supervising and developing others.
4. Thorough knowledge of the laws, statutes, and regulations pertaining to employee recruitment, hiring, discharge, record-keeping, training, payroll, insurance and retirement.
5. Considerable knowledge of the principles and practices of municipal government operations, including budget management.
6. Demonstrated success with establishing confidential and effective working relationships. Demonstrated use of good judgment, initiative and resourcefulness when dealing with employees, Elected Officials and the public.
7. Thorough knowledge of Human Resources practices and techniques. Considerable knowledge of labor negotiations, contract administration, and mediation. Ability to work in collaboration with the Township designated labor attorney.
8. A team player with initiative, sound judgment, integrity, and strong analytical skills. Strong leadership and interpersonal skills to guide and lead the Human Resource Department. A "lead by example" management style and hold self and staff members accountable to achieving and maintaining a high level of customer service and professionalism.
9. The ability to establish and maintain effective working relationships with employees, retirees, elected officials, other governmental and regulatory agencies, and professional contacts.



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

10. The ability to convey and understand information effectively and promptly through speaking, hearing, reading, and writing.
11. The ability to critically assess situations, solve problems, and work effectively within deadlines, and the changing of work priorities.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. These requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodation.

While performing the duties of this job, the employee is regularly required to talk, hear, and view and produce written documents. The employee frequently is required to sit; use hands to grasp, handle, or feel; and reach with hands and arms. The employee is required to stand, walk, and occasionally stoop or kneel. The employee must occasionally lift and/or move items of light weight.

While performing the duties of this job, the employee typically works in a business office setting. The noise level in the work environment can range from quiet to moderately loud

Recommended Salary Range:

\$95,000.00 to \$105,000.00 per year

**CHARTER TOWNSHIP OF YPSILANTI
2025 BUDGET AMENDMENT # 9**

July 15, 2025

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL FUND

Total Increase \$45,927.00

Request to increase the health benefits due to changes in health care coverage. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-699.999	\$45,927.00
		Net Revenues	<u><u>\$45,927.00</u></u>
Expenditures:	Departments		
	Health Care	101-171-719.000	\$37,671.00
	Dental	101-171-719.015	\$1,145.00
	Vision	101-171-719.016	\$50.00
	Health Care deduction	101-171-719.020	\$6,950.00
	Health Admin fees	101-171-719.021	\$111.00
		Net Expenditures	<u><u>\$45,927.00</u></u>

213 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)

Total Increase \$11,350.00

Request to increase the budget to replace a zero turn mower destroyed by fire. This will be funded by our MML insurance claim.

Revenues:	Insurance Reimbursement	213-000-676.012	\$11,350.00
		Net Revenues	<u><u>\$11,350.00</u></u>
Expenditures:	Equipment	213-753-977.000	\$11,350.00
		Net Expenditures	<u><u>\$11,350.00</u></u>

226 - ENVIRONMENTAL SERVICES FUND

Total Increase \$1,625.00

Request to increase the budget for Board approved TPOAM employee health care savings inadvertently omitted from the total on the prior budget amendment request. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	226-000-699.999	\$1,625.00
		Net Revenues	<u><u>\$1,625.00</u></u>
Expenditures:	Health Care Saving	226-528-718.001	\$1,625.00
		Net Expenditures	<u><u>\$1,625.00</u></u>

230 - RECREATION FUND

Total Increase \$24,000.00

Request to increase budget for youth sports due to the partnership with MLSgo to provide jerseys. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	230-000-699.999	\$24,000.00
		Net Revenues	<u><u>\$24,000.00</u></u>
Expenditures:	REC Youth Sport Program	230-754-963.100	\$24,000.00
		Net Expenditures	<u><u>\$24,000.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2025 BUDGET AMENDMENT # 9**

236 - 14B DISTRICT COURT FUND	July 15, 2025	Total Increase	<u><u>\$1,970.00</u></u>
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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	236-000-699.999	\$1,970.00
		Net Revenues	<u><u>\$1,970.00</u></u>
Expenditures:	Salary PTO Payout	236-286-708.004	\$1,830.00
	FICA	236-286-715.000	\$140.00
		Net Expenditures	<u><u>\$1,970.00</u></u>

266 - LAW ENFORCEMENT FUND		Total Increase	<u><u>\$1,300.00</u></u>
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Request to increase the budget for Board approved TPOAM employee health care savings inadvertently omitted from the total on the prior budget amendment request. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	266-000-699.999	\$1,300.00
		Net Revenues	<u><u>\$1,300.00</u></u>
Expenditures:	Health Care Savings	266-304-718.001	\$1,300.00
		Net Expenditures	<u><u>\$1,300.00</u></u>

398 - DEBT 2006 BOND FUND		Total Increase	<u><u>\$50.00</u></u>
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Request to increase the budget for an additional about needed for the cost of bond administration. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	398-000-699.999	\$50.00
		Net Revenues	<u><u>\$50.00</u></u>
Expenditures:	Cost of Bond Issuance	398-906-993.008	\$50.00
		Net Expenditures	<u><u>\$50.00</u></u>

661 - MOTOR POOL FUND		Total Increase	<u><u>\$325.00</u></u>
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Request to increase the budget for Board approved TPOAM employee health care savings inadvertently omitted from the total on the prior budget amendment request. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	661-000-699.999	\$325.00
		Net Revenues	<u><u>\$325.00</u></u>
Expenditures:	Health Care Savings	661-268-718.001	\$325.00
		Net Expenditures	<u><u>\$325.00</u></u>

CSI Emergency Apparatus
2332 Dupont Street
Grayling, MI 49738

Phone: 989-348-2877
Fax: 989-348-8233



CSI Emergency Apparatus
1650 Callaghan
Greenville, MI 48838

Phone: 616-225-9200
Fax: 616-225-1271

**Ypsilanti Township Fire Department, Michigan
– Sales Contract
222 S. Ford Blvd., Ypsilanti, MI 48198**

THIS CONTRACT ("Contract") is made by and between CSI Emergency Apparatus, LLC ("CSI") representing Spartan Emergency Response along with Sourcewell and the **Ypsilanti Township Fire Department (Ypsilanti Township Fire Department - Michigan, Ypsilanti, Michigan)** ("Customer"). This Contract will not become binding upon CSI until it is executed by an officer of CSI, and accepted by Spartan Emergency Response, and the effective date of the Contract ("Effective Date") will be the date that the CSI officer executes the Contract on behalf of Sourcewell from Spartan Emergency Response. The parties hereby agree as follows:

- I. Subject to the terms of this Contract, CSI shall represent Spartan ER to furnish, and the Customer shall purchase, the apparatus and equipment ("Apparatus and Equipment") described and in accordance, in all material respects with the specifications ("Original Customer Specifications") submitted with the Spartan bid proposal (the "Bid Proposal"). In the event there is any conflict between original customer specification and the bid proposal, the bid proposal will prevail.
- II. This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date, unless noted otherwise in the Bid Proposal.
- III. Spartan shall have the apparatus ready for final inspection and delivery to CSI from Spartan's Snyder, Nebraska facility, within **220 days**, excluding any additional dealer make ready days described below. This delivery timeframe is subject to modification if there are customer driven delays to holding any construction meeting and/or if there are customer driven delays to returning the corresponding signed CO's to the factory. All change orders must be approved by the date designated on the Spartan provided change order or the added days of production noted on the change order will be added to the above-mentioned delivery timeframe. Any further delays after the pre-construction has been completed in providing additional desired specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time Spartan requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer's delay, but in any event by at least the duration of Customer's delay.
- IV. In exchange for the Apparatus and Equipment, Customer agrees to pay the sum of **One Million Four Hundred Ninety Nine Thousand Four Hundred and Twenty Eight Dollars \$1,499,428.00** Purchase Price").

The final balance payment of **\$1,499,428.00** is due upon delivery to Customer. Project changes orders as approved by the purchasing authority will be applied to the final invoice. Interest at 18 percent per annum, payable monthly, shall be charged on all past due payments.

The Apparatus shall NOT be placed in service prior to payment in full, NO EXCEPTIONS.

- V. Any applicable taxes not specified or noted above will be paid by Customer directly. If Customer claims exemption from any tax, Customer's applicable exemption certificate shall be provided with this contract or your Tax ID number provided below to hold CSI harmless from any such tax, interest or penalty which may at any time be assessed against CSI.

PROUDLY REPRESENTING SPARTAN ER



- VI. Acceptance of Apparatus and Equipment shall occur after completion of a final inspection by a representative of Customer at a factory location of Spartan, completion of any discrepancy list, and shipment of Apparatus and Equipment from Spartan's factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, less CSI dealer up-fit item and loose equipment outlined as such in the Bid Proposal. CSI will not surrender the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until CSI has received full payment of the Purchase Price (and taxes if applicable).
- VII. Customer shall indemnify CSI against, and hold CSI, its agents, employees, officers and directors harmless from, any and all claims, action, suits and proceedings, costs, expenses, damages and liabilities, whether based in negligence, tort, strict liability or otherwise, including attorney's fees and costs, arising out of, connected with, or resulting from this Contract or the Apparatus or Equipment, except to the extent such claims, action, suits and proceedings, costs, expenses, damages or liabilities arise from CSI's breach of its obligations under this Contract. Nothing herein shall be construed to waive, limit, or restrict any governmental immunity available to Ypsilanti Township Fire.
- VIII. CSI or Spartan shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, freight embargoes, order of any court, strike, lockout, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.
- IX. Any order or contract resulting from this proposal shall be cancelable only under terms that will indemnify CSI from loss.
- X. The Apparatus and Equipment shall remain the property of CSI until the entire Purchase Price for each item of Apparatus and Equipment has been paid. In case of a default in payment, CSI may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date CSI takes possession.
- XI. This Contract will only be binding after it is signed and approved by the customer and an officer of CSI. This Contract (which includes the other documents referenced in this Contract) embody the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersede all prior oral or written agreements and understandings relating to the subject matter of this Contract. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract. This Contract cannot be altered or modified except by mutual written agreement signed by the parties. The Customer representative signing this Contract on Customer's behalf represents and warrants that he or she has the authority to sign this Contract and that all necessary action has been taken by Customer to authorize Customer's execution of and performance under this Contract.
- XII. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event that the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

Key proposal documents referenced for above contract are:

- **One (1) Spartan ER 77' Quint Fire Apparatus as outlined in our bid proposal package as follows:**

a) **Bid Proposal Specifications Dated:** 7-03-2025

b) **Proposal Letter Dated:** 7-03-2025

This contract is agreed to by the parties as of the Effective Date.

CSI Emergency Apparatus

Purchasing Authority:

Ypsilanti Township Fire Department

By: _____
CSI Emergency Apparatus Officer Signature

By: _____
Authorized Signer

Print Name

Print Name

Title: _____

Title: _____

Date

By: _____
Authorized Signer

Print Name

Title: _____

Authorities Tax ID Number

Date

Authorities name as it is to appear on the vehicle title

Authorities address as it is to appear on the vehicle title

City State Zip
Authorities City, State, Zip as it is to appear on the title