

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE SEPTEMBER 23, 2013 REGULAR MEETING**

The meeting was called to order by Supervisor Brenda L. Stumbo, at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser, Township Resident said she was glad Grove Road had been redone but voiced concern as to the irregularity of the road markings.

Jo Ann McCollum, Township Resident voiced concern for unsafe conditions for employees walking to work in the early morning hours on Huron Street over I-94.

A man who preferred to remain anonymous, voiced concern regarding the increase of rental properties and related drug activity in the Township. He presented an ordinance, which he had drafted, redefining public nuisance activity.

Dennis Holt, Township Resident said he was involved in a community service with the Jehovah's Witness publications, which they wanted to make available to Township residents. He said he was directed to obtain an application for a Peddler's Permit through the Ordinance Department.

CONSENT AGENDA

- A. MINUTES OF THE SEPTEMBER 9, 2013 WORK SESSION AND REGULAR MEETING**
- B. STATEMENTS AND CHECKS**
- C. AUGUST 2013 TREASURER REPORT**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Consent Agenda. The motion carried unanimously.

SUPERVISOR REPORT

Supervisor Stumbo said her report was given at the Work Session.

Supervisor Stumbo announced the Freedom Fund Gala would be held Oct. 19, 2013, at 6:00 p.m. at the Eastern Michigan Student Center Ballroom. She explained this was the largest fundraiser for the Willow Run Branch of the NAACP.

CLERK REPORT

Clerk Lovejoy Roe stated her report was in the packet.

ATTORNEY REPORT

The Board agreed to add this item under Attorney Report at the Work Session:

1. REQUEST TO APPROVE THE ANN ARBOR AREA TRANSPORTATION AUTHORITY, AMENDMENT #3 OF THE ARTICLES OF INCORPORATION

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the Ann Arbor Area Transportation Authority (AAATA), Amendment #3 of the Articles of Incorporation with the Authority paying the cost for publication (see attached). The motion carried unanimously.

Attorney Winters agreed the Amendment was in proper form.

A. GENERAL LEGAL UPDATE

Attorney report was given at the Work Session.

OLD BUSINESS

1. 2ND READING ORDINANCE NO. 2013-432, SEWAGE DISPOSAL RATE INCREASE (FIRST READING HELD AT THE AUGUST 26, 2013 REGULAR MEETING)

Clerk Lovejoy Roe read the Ordinance into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve the 2nd Reading of Ordinance No. 2013-432, Sewage Disposal Rate Increase (see attached). The motion carried as follows:

Eldridge:	Yes	S. Martin:	Yes	Hall Currie:	Yes	Stumbo:	Yes
Lovejoy Roe:	Yes	Doe:	Yes	M. Martin:	Yes		

Supervisor Stumbo reported the City of Ypsilanti had already approved the same Sewer Ordinance, as required.

NEW BUSINESS

1. REQUEST TO AUTHORIZE HABITAT FOR HUMANITY, ON BEHALF OF YPSILANTI TOWNSHIP TO BID ON HUD PROPERTIES PURSUANT TO THE FIRST LOOK PROGRAM, NOT TO EXCEED \$75,000, CONTINGENT UPON APPROVAL BY THE THREE FULL-TIME OFFICIALS AND THE ATTORNEY, AND UPON ACCEPTANCE OF THE BID BY HUD TO AUTHORIZE THE THREE FULL-TIME OFFICIALS TO SIGN THE PURCHASE AGREEMENT(S) AND REMIT THE EARNEST MONEY DEPOSIT, AND FURTHERMORE TO EXECUTE ALL DOCUMENTS NEEDED TO CLOSE ON THE PROPERTY(IES), SUBJECT TO TOWNSHIP ATTORNEY APPROVAL WITH FORMAL APPROVAL OF ANY PURCHASE BEING PRESENTED TO THE TOWNSHIP BOARD AT THE NEXT REGULAR MEETING, CONTINGENT UPON BUDGET AMENDMENT APPROVAL

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Authorize Habitat for Humanity, on behalf of Ypsilanti Township to bid on HUD Properties pursuant to the First Look Program, not to exceed \$75,000, contingent upon approval by the three full-time officials and the attorney, and upon acceptance of the bid by HUD, authorized the three full-time officials to sign the purchase agreement(s) and remit the earnest money deposit, and furthermore to execute all documents needed to close on the property(ies), subject to Township Board approval, with formal approval of any purchase being presented to the Township Board at the next regular meeting, with complete reimbursement by Habitat for Humanity and sale back to Habitat for Humanity for all costs incurred. The motion carried unanimously.

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Rob Nissly, Director of Habitat for Humanity explained the First Look Program would allow the Township Board to take quick action within the fourteen day time frame.

2. REQUEST OF WASHTENAW LITERACY FOR A CHARITABLE GAMING LICENSE

A motion was made by Treasurer Doe, supported by Trustee Hall Currie to approve the Charitable Gaming License for Washtenaw Literacy (see attached). The motion carried unanimously.

3. RESOLUTION NO. 2013-26, TEMPORARY ROAD CLOSURE REQUEST FROM CALVARY CHRISTIAN ACADEMY FOR SCHOOL EVENT ON OCTOBER 4, 2013

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Resolution No. 2013-26, Temporary Road Closure for Calvary Christian Academy for a school event on October 4, 2013 (see attached). The motion carried unanimously.

4. RESOLUTION NO. 2013-27, ABANDONED TAX DELINQUENT PROPERTIES

Clerk Lovejoy Roe read the Resolution into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve Resolution No. 2013-27, Abandoned Tax Delinquent Properties (see attached). The motion carried unanimously.

5. REQUEST OF ART SERAFINSKI, RECREATION DIRECTOR TO APPROVE SENIOR NUTRITION PROGRAM AGREEMENT WITH WASHTENAW COUNTY FUNDED THROUGH FEDERAL GRANT AND TO AUTHORIZE SIGNING OF THE AGREEMENT

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve Senior Nutrition Program Agreement with Washtenaw County funded through federal grant and to authorize signing of the agreement (see attached). The motion carried unanimously.

6. REQUEST OF KAREN WALLIN, HR DEPARTMENT FOR AUTHORIZATION TO RE-CLASS VACANT ASSESSING AFSCME POSITION TO FULL-TIME APPRAISER III AND TO CREATE PART-TIME AFSCME APPRAISER II/CLERK POSITION, NOT TO EXCEED 24 HOURS PER WEEK

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to authorize reclassification of vacant Assessing AFSCME position to full-time Appraiser III and to create part-time AFSCME Appraiser II/Clerk position, not to exceed 24 hours per week. The motion carried unanimously.

7. REQUEST OF KAREN WALLIN, HR DEPARTMENT TO APPROVE LEAVE TIME POLICY

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve the Leave Time Policy (see attached). The motion carried unanimously.

- 8. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION, IF NECESSARY, TO ABATE ZONING VIOLATIONS FOR PROPERTY LOCATED AT 2851 E. MICHIGAN AVENUE.**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to authorize legal action, if necessary, to abate zoning violations for property located at 2851 E. Michigan Avenue. The motion carried unanimously.

Supervisor Stumbo reported that the property owner had spoken with Planning Director Joe Lawson and had agreed to comply.

9. BUDGET AMENDMENT #13

Clerk Lovejoy Roe read the Amendment into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Budget Amendment #13 (see attached). The motion carried unanimously.

AUTHORIZATIONS AND BIDS

- 1. REQUEST OF JEFF ALLEN RSD DIRECTOR TO ACCEPT THE LOW PROPOSAL FROM ALPINE POWER FOR THE REPLACEMENT OF HYDRO STATION BATTERIES AND CHARGER IN THE AMOUNT OF \$20,448.50, BUDGETED IN LINE ITEM #252.252.000.977.000**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to accept the low proposal from Alpine Power for the replacement of Hydro Station batteries and charger in the amount of \$20,448.50, budgeted in line item #252.252.000.977.000. The motion carried unanimously.

- 2. REQUEST TO SEEK BIDS WITH NO MINIMUM BID FOR THE SALE OF 116 S. HARRIS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve seeking bids, with no minimum bid for the sale of 116 S. Harris. The motion carried unanimously.

ADJOURNMENT

A motion was made by Clerk Lovejoy Roe, supported by Supervisor Stumbo to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately 7:30 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

AMENDMENT 3 OF THE ARTICLES OF INCORPORATION OF
ANN ARBOR AREA TRANSPORTATION AUTHORITY

This amendment to the Articles of Incorporation of the Ann Arbor Area Transportation Authority are adopted by the City Council of the City of Ann Arbor, the City Council of the City of Ypsilanti, the Board of the Charter Township of Ypsilanti, and the Board of the Ann Arbor Area Transportation Authority for the purpose of adding the Charter Township of Ypsilanti as an incorporator with all rights granted members under Act 55 of the Public Acts of Michigan of 1963.

ARTICLE I

NAME OF AUTHORITY

The name of this public corporation is the Ann Arbor Area Transportation Authority (referred to hereinafter as "Authority" and also known as AAATA).

ARTICLE II

PURPOSES

The Authority is incorporated for the purposes of acquiring, owning, operating or causing to be operated a mass transportation system within the corporate limits of the Cities of Ann Arbor and Ypsilanti, and the Charter Township of Ypsilanti, and beyond the said corporate limits.

ARTICLE III

POWERS, DUTIES AND LIMITATIONS

Section 1. The Authority shall be a body corporate with power to sue and be sued in any court in the State of Michigan.

Section 2. The Authority shall possess all the powers necessary to carry out the purposes of its incorporation and all things incident thereto.

Section 3. The Authority by contract may employ a management firm, either corporate or otherwise to operate the mass transportation system under the supervision of the Authority.

Section 4. The Authority may acquire property for a mass transportation system by purchase, construction, lease, gift or devise, either within or without the area served by such mass transportation system, and may hold, manage, control, sell, exchange or lease such property.

Section 5. The Authority, with the consent of the Ann Arbor City Council, may utilize any appropriate statute for the purpose of condemnation of real property within the City of Ann Arbor, with the consent of the Ypsilanti City Council may utilize any appropriate statute for the purpose of condemnation of real property within the City of Ypsilanti, and with the consent of the Charter Township of Ypsilanti Board may utilize any appropriate statute for the purpose of condemnation of real property within said Township.

Section 6. The Authority may establish and charge such fares and enter into contracts for the service provided by the mass transportation system as shall be necessary to provide funds to meet the obligations of said Authority.

Section 7. For the purpose of acquiring, improving, enlarging or extending a mass transportation system, the Authority may issue self-liquidating revenue bonds in accordance with the provisions of state law. No such bonds shall be a general obligation of the Authority, but shall be payable solely from the revenues of the mass transportation system.

Section 8. All property owned by or leased to the Authority shall be exempt from all taxes levied by the State and by the political subdivisions in which the Authority is incorporated. All such leased property in order to be exempt shall be used and owned by the company which is under contract with the Authority for the operation of the Authority's mass transportation system. The Authority shall be required to pay taxes or assessments upon its real and personal property situated

outside the corporate boundaries in which the Authority is incorporated.

Section 9. The Authority shall meet at regular intervals and conduct all meetings of the Board in compliance with the Open Meetings Act (Act 267 of the Public Acts of 1976). The Authority shall obtain an annual audit in accordance with generally accepted government auditing standards as promulgated by the United States General Accounting Office and satisfy all federal, state or local regulations related to grant requirements. Copies of the Annual Audit shall be filed with the clerks of the City of Ann Arbor, the City of Ypsilanti and the Charter Township of Ypsilanti, and made available for public review by the Authority. In addition, the books and record of the Authority and the Board shall be open for inspection and audit by the Cities of Ann Arbor and Ypsilanti at all reasonable times during the Authority's fiscal year. The Authority and the Charter Township of Ypsilanti shall submit an annual report to the governing bodies of the City of Ann Arbor, the City of Ypsilanti and the Charter Township of Ypsilanti and such additional reports as may from time to time be requested on the operations of the Authority

Section 10. The powers stated in these Articles of Incorporation pursuant to the above named enabling Act are in addition to those granted by any statute or by the Charters of the City of Ann Arbor, City of Ypsilanti and Charter Township of Ypsilanti, or any future statute or amendment thereto, and the enumeration of any power either in these Articles of Incorporation or in the enabling Act shall not be construed as a limitation on the general powers of this Authority.

ARTICLE IV

GOVERNING BODY – OFFICERS

Section 1. The Authority shall be directed and governed by a Board which shall consist of eight members appointed by the Mayor of the City of Ann Arbor with the concurrence of the Ann Arbor City Council, one member appointed by the Mayor of the City of Ypsilanti with the concurrence of the Ypsilanti City Council, and one member appointed by the Supervisor of the Charter Township of Ypsilanti with the concurrence of the Township board. All appointments to the Board shall be in accordance with the adopted policies and procedures for appointment for the respective governing bodies and each governing body retains the right to remove and replace such members in accordance with the same procedures. There shall be no limit to the number of consecutive terms an appointee can serve.

Section 2. Members of the Ann Arbor Transportation Authority board as of June 15, 2013 shall continue in and complete their terms on the Board and at the expiration of any Board member's term the Mayor of Ann Arbor shall fill the position on the Board with the concurrence of the Ann Arbor City Council. All appointments shall be for a term of five years other than the terms of Ann Arbor Transportation Authority board members as of June 15, 2013 who became members of the Authority board for the remainder of their original terms. All regular appointments to the Board shall be made to coincide with May 1st of each calendar year; however, seated members will hold over until a successor has been appointed, and when such a successor has been appointed the appointment term shall be modified so that it terminates to coincide with the regular appointment term. Any vacancy in office shall be filled by the legislative body appointing said member for the remainder of the term. Members of the Board shall serve without compensation but may be reimbursed for expenses.

Section 3. The Board shall designate one of its members as chairman, one of its members as secretary, and one of its members as treasurer, each to be designated for such term in office as may be fixed in the Board's bylaws.

Section 4. The Board shall adopt and may amend bylaws and rules of procedure.

Section 5. The chairman shall preside at meetings of the Board and shall sign and execute all authorized bonds, contracts, checks and other obligations in the name of the Authority when so authorized by the Board. The chairman shall do and perform such other duties as may be fixed by the bylaws and from time to time assigned to him by the Board.

Section 6. The secretary shall keep the minutes of all meetings of the Board, and of all committees thereof, and books provided for that purpose. The secretary shall attend to the giving, serving, and receiving of all notices or process of or against the Authority. The secretary shall sign with the chairman in the name of the Authority all contracts authorized by the Board. The secretary shall have charge of all books and records, which shall at all reasonable times be open to inspection and examination of the Board, or any member thereof and in general perform all the duties instant to this office. The secretary shall preside at meetings of the Board in the absence of the chairman.

Section 7. The treasurer shall have custody of all the funds and securities of the Authority which may come into his hands or possession. When necessary or proper, the treasurer shall endorse in behalf of the Authority for collection, checks, notes and other obligations and shall deposit them to the credit of the Authority in a designated bank or depository. The treasurer shall sign all receipts and vouchers for payments made to the Authority. The treasurer shall jointly with such other officer as may be designated by the Board sign all checks, bonds, promissory notes or other obligations of the Authority when so ordered by the Board. The treasurer shall render a statement of his cash account when required by the Board. The treasurer shall enter regularly in the books of the Authority

to be kept by him for this purpose full and accurate accounts of all monies received and paid by him on account of the Authority, and shall at all reasonable times exhibit the books and accounts to the Board or any member thereof when so required. The treasurer shall perform all acts incidental to the position of treasurer fixed by the bylaws and as assigned to the treasurer from time to time by the Board. The treasurer shall be bonded for the faithful discharge of the duties of treasurer, the premium to be paid by the Authority.

ARTICLE V

PUBLICATION AND FILING

The City Clerk of the City of Ann Arbor is charged with the responsibility of causing this amendment to the Articles of Incorporation to be published at least once in the Washtenaw County Legal News. The Authority shall reimburse the City of Ann Arbor for the costs of publication. In addition, the Clerks of the City of Ann Arbor, the City of Ypsilanti and the Charter Township of Ypsilanti shall publish this amendment to the Articles of Incorporation on their respective websites. The said City Clerk of the City of Ann Arbor is further charged with the responsibility of filing with the Secretary of State of the State of Michigan and with the County Clerk of the County of Washtenaw a printed copy of this amendment to the Articles of Incorporation certified as a "true copy" with the date and place of publication.

ARTICLE VI

AMENDMENTS

Amendments may be made to these Articles of Incorporation in the same manner in which the said Articles were originally adopted.

ARTICLE VII

REGISTERED OFFICE

Location of registered office and post office address of this Authority is the Office of the Ann Arbor City Clerk, City Hall, Ann Arbor, Michigan.

ARTICLE VIII

MEMBERS ADMISSION AND RELEASE FROM THE AUTHORITY

Admission of and release of a political subdivision from the Authority shall be evidenced by an amendment to the Articles of Incorporation, adopted, executed and published and filed in the same manner as the original articles of incorporation. Any such release shall be subject to the conditions set forth in Act 55.

ARTICLE VIX

EFFECTIVE DATE

These Articles of Incorporation shall become effective and be in full force upon the filing of a printed copy with the Secretary of State of the State of Michigan and the County Clerk of the County of Washtenaw as herein provided.

IN WITNESS WHEREOF, the Ann Arbor City Council, the Ypsilanti City Council, the Board of the Charter Township of Ypsilanti and the Ann Arbor Area Transportation Authority Board have adopted and authorized to be executed these Articles of Incorporation in behalf of the City of Ann Arbor, a Michigan municipal corporation, by the Mayor and City Clerk, by the City of Ypsilanti, a

Michigan municipal corporation, by the Mayor and City Clerk, by the Charter Township of Ypsilanti, a Michigan municipal corporation, by the Supervisor and Clerk, and by the Ann Arbor Area Transportation Authority by the chairperson and secretary.

WITNESSES:

CITY OF ANN ARBOR, a Michigan
Municipal Corporation,

By: _____
John Hieftje, Mayor

By: _____
Jacqueline Beaudry, City Clerk

CITY OF YPSILANTI, a Michigan
Municipal Corporation,

By: _____
Paul Schreiber, Mayor

By: _____
Frances McMullan, City Clerk

AAATA

By: _____
Charles Griffith, Chair

By: _____
Any Dale Secretary

The foregoing Articles of Incorporation were adopted by an affirmative vote of the majority of the members elect of the City Council of the City of Ann Arbor, Washtenaw County, Michigan, at a meeting duly held on the _____ day of _____, 2013.

WITNESSES:

CITY OF ANN ARBOR, a Michigan
Municipal Corporation,

By: _____
John Hieftje, Mayor

By: _____
Jacqueline Beaudry, City Clerk

The foregoing Articles of Incorporation were adopted by an affirmative vote of the majority of the members elect of the City Council of the City of Ypsilanti, Washtenaw County, Michigan, at a meeting duly held on the _____ day of _____, 2013.

WITNESSES:

CITY OF YPSILANTI, a Michigan
Municipal Corporation,

By: _____
Paul Schreiber, Mayor

By: _____
Frances McMullan, City Clerk

The foregoing Articles of Incorporation were adopted by an affirmative vote of the majority of the Board of the Charter Township of Ypsilanti, at a meeting duly held on the 23rd day of September, 2013.

CHARTER TOWNSHIP OF YPSILANTI,
a Michigan Municipal Corporation,

Nancy Wyrzykowski

By: Brenda L. Stumbo
Brenda L. Stumbo, Supervisor

Nancy Wyrzykowski

By: Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk

Charter Township of Ypsilanti

Proposed Ordinance No. 2013-432

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to increase sewage disposal service 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 October 1, 2013, existing sewage disposal service rates shall prevail. For all billings rendered from October 1, 2013, charges for sewage disposal services shall be as provided for in Schedule A, for each bimonthly (two-month) period:

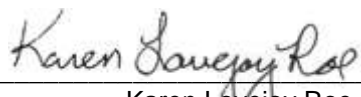
Schedule A:

Meter Size (inch)	Allowed Usage Cubic Feet	CAPITAL CHARGE		OM&R		TOTAL	
		Contract Community	All Others	Contract Communities	All Others	Contract Community	All Others
5/8-3/4	600	\$1.23	\$1.23	\$16.49	\$20.41	\$17.72	\$21.64
1	1000	\$2.08	\$2.08	\$27.57	\$34.75	\$29.65	\$36.83
1½	2100	\$4.55	\$4.55	\$56.56	\$71.44	\$61.10	\$75.98
2	4000	\$8.26	\$8.26	\$109.10	\$137.31	\$117.35	\$145.57
3	9000	\$18.59	\$18.59	\$238.09	\$307.24	\$256.68	\$325.83
4	16200	\$33.46	\$33.46	\$454.18	\$553.74	\$487.64	\$587.20
6	36000	\$74.36	\$74.36	\$979.25	\$1232.34	\$1053.61	\$1306.70
8	66000	\$136.29	\$136.29	\$1787.24	\$2251.06	\$1923.53	\$2387.34
10	102000	\$207.53	\$207.53	\$2766.51	\$3483.39	\$2974.04	\$3690.92
12	150000	\$309.77	\$309.77	\$4072.19	\$5126.45	\$4381.96	\$5436.22

For all usage in excess of allowed usage, the rate per 100 cubic feet shall be as follows:

	CAPITAL CHARGE	OM&R	TOTAL
Contract Communities	\$0.208	\$1.785	\$1.993
All Others	\$0.208	\$1.881	\$2.089

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2013-432 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 23, 2013 after first being introduced at a Regular Meeting held on August 26, 2013. The motion to approve was made by member Roe and seconded by member Scott Martin. Yes: Mike Martin, Eldridge, Currie, Scott Martin, Stumbo, Roe, Doe. NO: None. ABSTAIN: None.



 Karen Lovejoy Roe, Clerk
 Charter Township of Ypsilanti



State of Michigan
 Michigan Gaming Control Board
 Office of the Executive Director
 P.O. Box 30786
 Lansing, MI 48909
 Phone: (313) 456-4940
 Fax: (313) 456-3405
 Email: Millionaireparty@michigan.gov
 www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL 432.103(K)(ii))

At a regular meeting of the Upsilanti Twp. Board
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
 called to order by Supervisor Brenda Stumba on 09-23-13
DATE
 at 7:00 a.m. (p.m.) the following resolution was offered:
TIME

Moved by Treasurer Doe and supported by Trustee Hall Curvie
 that the request from Washtenaw Literacy of Upsilanti
NAME OF ORGANIZATION CITY
 county of Washtenaw, asking that they be recognized as a
COUNTY
 nonprofit organization operating in the community for the purpose of obtaining charitable
 gaming licenses, be considered for approval.
APPROVAL/DISAPPROVAL

	APPROVAL	DISAPPROVAL
Yeas:	<u>7</u>	_____
Nays:	<u>0</u>	_____
Absent:	<u>0</u>	_____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
 adopted by the Upsilanti Twp. Board at a regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
 meeting held on 09-23-13.
DATE

SIGNED: Karen Lovejoy Roe
TOWNSHIP, CITY, OR VILLAGE CLERK
Karen Lovejoy Roe Township Clerk
PRINTED NAME AND TITLE
7200 S. Huron River Dr. Upsilanti MI 48197
ADDRESS

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2013-26**

**RESOLUTION REGARDING
TEMPORARY ROAD CLOSURE**

Resolution authorizing the temporary road closure of Rosewood between Ecorse Road and Davis St. for a Calvary Christian Academy function on Friday, October 4, 2013 from 5:30 p.m. to 9:30 p.m. to allow utilization of property on both sides of the street to ensure the safety of the children.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Kelly Boyette, Enrollment & Marketing Manager be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2013-26 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 23, 2013.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2013-27

Abandoned Tax Delinquent Property

Whereas, the Charter Township of Ypsilanti Board of Trustees has determined that parcels of abandoned tax delinquent property exist; and

Whereas, abandoned tax delinquent property contributes to crime, blight, and decay with Ypsilanti Township; and

Whereas, the certification of tax delinquent abandoned property as certified abandoned property will result in the accelerated forfeiture and foreclosure of certified abandoned property under the general property tax act and return abandoned property to productive use more rapidly, therefore reducing crime, blight, and decay within Ypsilanti Township.

Now Therefore, Be It Resolved, that the Charter Township of Ypsilanti Board of Trustees hereby notifies residents and owners of property within Ypsilanti Township that abandoned tax delinquent property will be identified and inspected; and may be certified abandoned property subject to accelerated forfeiture and foreclosure under the general property tax act.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2013-27 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 23, 2013.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

SERVICE CONTRACT - FEDERAL FUNDED

CR _____

AGREEMENT is made this 1st day of October , 2013, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and Charter Township of Ypsilanti located at 7200 S. Huron River Dr., Ypsilanti, MI 48197 ("Contractor").

Federal Awarding Agency	Administration on Aging, Office of Services to the Aging
Federal / State Contract Number	14-9052-01
Federal Program Title	"Special Programs for the Aging Title III, Part C_ Nutrition Services"
CFDA Number	93.045
Federal Funding %	100%

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will be responsible for administering the congregate meals program at the Ypsilanti Township Community Center located at 2025 E. Clark Road, Ypsilanti, MI 48198 in accordance with local, state, and federal requirements as outlined in Attachment A.

ARTICLE II - COMPENSATION

The County will pay the Contractor an amount not to exceed thirteen thousand two hundred dollars (\$13,200). The County agrees to make payments in quarterly installments in accordance with the budget and timeline in Attachment B, unless otherwise approved in writing by the parties. If at the end of the term of this Agreement there are unexpended portions of the contract amount, the unexpended funds will be retained by the County for reallocation to other purposes.

No funds shall be disbursed under this Agreement by the Contractor or any other subcontractor except under a written contract and unless the subcontractor is in compliance with all County and Federal requirements regarding fiscal matters and civil rights to the extent these requirements are applicable. The Contractor shall provide the County with copies of the contracts with subcontractors.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the OCED Human Services Manager and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies. Documentation shall include payments for purchases, vouchers and other official documentation that show in proper detail the nature and propriety of such expenditures. All documents must be clearly identifiable and readily accessible. Where any expenditure is allocable only in part to services under this Agreement, the Contractor shall maintain and make available on request sufficient documentation to demonstrate the reasonableness of the allocation.

The Contractor agrees to securely maintain its records for a period of five (5) years after the final disbursement to the Contractor. The Contractor shall permit the County to examine these records upon giving reasonable notice to the Contractor. The County may, at a reasonable time after giving reasonable notice, cause an audit of the records of the Contractor.

ARTICLE IV - TERM

This contract begins on October 1, 2013 and ends on September 30, 2014.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.

2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County and the Area Agency on Aging 1-B shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Fidelity Bonding covering employee theft from employer.
5. Third Party Fidelity (Crime Bond) with a minimum of \$50,000, covering employee theft from participant.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: Office of Community and Economic Development & CR# _____, 110 N. Fourth Ave, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any

fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and ;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

ARTICLE XII – LOBBYING

By signing this contract, Contractor assures the County that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

ARTICLE XIII - DRUG-FREE WORKPLACE

Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an on-going drug-free awareness program to inform employees about—
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) Notifying the County, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the County;
 - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

- A. As a condition of the grant, the Contractor assures the County that it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction, to the County.

ARTICLE XIV - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital

status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

[REDACTED]

[REDACTED]

ARTICLE XVII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVIII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XIX - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XX - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XXI - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XXII- PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXV - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY

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

Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

CHARTER TOWNSHIP OF YPSILANTI

By: _____
Mary Jo Callan (DATE)
Director, Office of Community
And Economic Development

Brenda L. Stumbo 9/24/13

Brenda Stumbo (DATE)
Supervisor

Karen J. [unclear] Sap
Clerk

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

Attachment A:
Scope of Services

Congregate Meals Program

I. Participants

Eligibility Criteria

The Senior Nutrition Program will serve individuals that meet the following criteria:

- a. The eligible person must be 60 years of age or older, or be the spouse or partner of a person 60 years of age or older.
- b. Individuals living with disabilities who have not attained 60 years of age but who reside in housing facilities occupied primarily by older adults at which congregate nutrition services are provided, may receive such services.
- c. Non-older adult individuals living with disabilities who reside in a non-institutional household may accompany an eligible older individual and may participate on the same basis as the elderly participants.

Participant Registration and Recordkeeping

Upon registration, the participant should be provided the Participant Welcome Packet developed by OCED. Each participant must complete a registration form for the program. This form is submitted to OCED as soon as possible for entry into the database. Participants must sign on the Daily Sign-in Sheet prior to receiving each meal. Daily Sign-in Sheets must be submitted to OCED each month.

Participant Donations

Individuals who meet the above criteria will be encouraged to donate \$3.00 per meal, although no one will be turned away for inability to pay.

Individuals not otherwise eligible may be served if meals are available, and they must pay \$5.50 and receive a receipt for their payment. Meals for these individuals may only be provided after all eligible participants have been served.

Donations must be counted and signed for by two people and kept in a locked container until deposited into a bank account. At the end of each month, sites must mail to OCED the original deposit receipts and documentation showing that each day's donations were counted and signed for by two individuals. Donations will be invested back into the Senior Nutrition Program by OCED. Donation Summary sheets and donation deposit receipts must be submitted to OCED each month.

Referrals

Each congregate nutrition provider shall be able to provide information about the nearest home delivered meals program and be prepared to make referrals for persons who may be eligible for a home delivered meals program.

OCED will connect each site to food assistance program information, as well as services that exist locally, including other AAA 1-B partners. Each site shall take steps to inform participants about local, state, and federal food assistance programs and provide information and referral to assist the individual with obtaining benefits. Sites will also refer participants to other services, as needed.

Participant Complaints

Sites will handle initial participant complaints. Should a complaint be unable to be resolved, the complaint must be addressed in accordance with the Senior Nutrition Program Grievance Procedure.

Postings

Each program shall display, at a prominent location in each meal site, the AAA 1-B or the Office of Services to the Aging (OSA) Community Nutrition Services poster. A site may use its own poster as long as all required information is included and clearly presented. The poster shall contain the following information for each program; additional information pertaining to the program shall not be displayed so as to cause any misunderstanding or confusion with information presented on the poster:

- The name of the nutrition project director
- The nutrition project director's telephone number
- The suggested donation for eligible participants
- The guest fee to be charged non-eligible participants
- A statement of non-discrimination identical to the language on the OSA poster: No persons shall be excluded from participating in, denied the benefits of, or be subjected to discrimination under the program because of age, race, color, national origin, or handicap. If you believe you have been discriminated against, please contact the Affirmative Action Officer at the Michigan office of Services to the Aging, 517-373-2057 or the Chicago Regional Office of Civil Rights, 312-886-2359.

II. Facilities and Safety

Accessible site

Senior Nutrition Program sites must be operated within an accessible facility. Accessibility is defined as a participant living with a disability being able to enter the facility, use the rest room, and receive service that is at least equal in quality to that received by a participant not living with a disability. Documentation from a local building official or licensed architect is preferred.

Site Access, Maintenance, Security

Sites are responsible for

- Care and maintenance of the facility, including restrooms, equipment, kitchen, storage areas and areas of common use
- Snow removal
- Utility payments
- Arranging fire safety inspections; all reports must be forwarded to OCED
- Licensing by the Public Health Department
- Insurance coverage
- Security procedures

Fire safety standards

Each meal site must be inspected, by a local fire official, no less frequently than every three years. For circumstances where a local fire official is unavailable after a formal (written) request, OCED may conduct fire safety assessments of the Senior Nutrition Program site. Each meal site must conduct an annual fire drill. At a minimum, documentation of a fire drill must include the date of the fire drill and a signature verifying that the fire drill occurred. Best practices suggest that documentation should also include items such as number of minutes to evacuate, aspects that went well, and aspects that require improvement.

Michigan Food Code

Sites must comply with Michigan Food Code and local public health codes regulating food service establishments. Each meal site and kitchen operated by a congregate meal provider shall be licensed, as appropriate, by the local health department. The local health department is responsible for periodic inspections and for determining when a facility is to be closed for failure to meet Michigan Food Code standards. The site shall submit copies of inspection reports electronically to OCED within five days of receipt for all facilities in which the Senior Nutrition Program is conducted. It is the responsibility of the Senior Nutrition Program site to address noted violations promptly.

Site staff is responsible for measuring the temperature of food items upon arrival and immediately prior to service. Hot food must be maintained above 135 degrees. Should the temperature fall below 135 degrees, the food must be reheated to above 165 degrees prior to service. Cold foods should stay below 41 degrees. Measured temperatures must be recorded on the temperature chart to be submitted to OCED each month.

Site Closure

When a meal site is to be permanently or temporarily closed, the program will notify OCED in writing, including the following information:

1. Intent to close a site, as soon as possible.
2. A rationale for site closure (e.g. lack of attendance, inability to meet minimum standards and/or other requirements, loss of resources)

All closures must be approved by OCED. If a closure occurs without approval, funding may be withheld and/or recaptured at OCED's discretion.

Emergency Preparedness

In cases of inclement weather, sites should close their program when the school district in the area is closed. Closure must immediately be reported to OCED.

Procedures to be followed in the event of a medical emergency must be posted. Staff and volunteers will be trained by OCED during in-services on procedures to be followed in the event of a medical emergency.

III. Staffing

Staff

OCED will provide training in identified competency areas twice per year at Senior Nutrition Program in-services. Each site must designate a "Site Coordinator" to serve as point person for OCED. Site coordinators are expected to train staff members on an ongoing basis and manage all staff members in order to carry out expected duties. Training provided by site staff members should include, at a minimum, day-to-day operations, food safety basics, and Senior Nutrition Program policies and procedures. Site staff member are expected to utilize the Volunteer Training Manual provided by OCED to cover all necessary training areas.

Volunteers

Sites are responsible for volunteer recruitment, orientation, ongoing training, and management for day-to-day activities. Sites are expected to use the Volunteer Training Manual provided by OCED. Volunteers must submit a volunteer registration form. Volunteer time must be documented to be included as an in-kind contribution to the Senior Nutrition Program using the In-Kind Documentation Form. Forms must be submitted monthly to OCED.

In-service Training

Staff and volunteers of each program shall receive in-service training at least twice each fiscal year which is specifically designed to increase their knowledge and understanding of the program and to improve their skills at tasks performed in the provision of service.

IV. Meals

Assistive Eating Devices

Each site shall make available, store and clean, upon request, food containers and utensils used as assistive devices for participants who are living with disabilities as part of a therapeutic program.

Non-Approved Meals

Funding provided by OCED may not be used to contribute towards potluck dining activities.

Food Taken Out of Meal Site

Sites may allow leftovers (food served to participants and not eaten) to be taken out of the site if the following conditions are met:

- a. A sign shall be posted near the congregate meal sign informing the meal participants that all food removed from the site becomes the responsibility of the individual.
- b. All new congregate participants receive written material about food safety and preventing food-borne illness when they sign up.
- c. All participants receive written material about food safety and preventing food-borne illness annually.
- d. The individual is required to sign a waiver statement that has been added to the registration form that states that they are responsible for food taken out of the site.
- e. Containers are not provided for the leftovers.

If a regular congregate meal participant is unable to come to the site due to illness, the meal may be taken out of the site to the individual for no more than seven (7) days. If needed for more than seven days, the participant should be evaluated for home delivered meals. If the person taking out the meal is also a regular congregate participant, they may also take their meal out.

OCED will provide technical assistance and materials for carrying out this policy if necessary.

Nutrition Education

OCED will provide nutrition education materials to be distributed each month to participants. Additionally, OCED will arrange for any additional nutrition education sessions and coordinate with the site to deliver the nutrition education. Sites are welcome to arrange for additional nutrition education activities.

FY 2013-2014 PROPOSED PROGRAM BUDGET

Agency Name: Charter Township of Ypsilanti, Ypsilanti Township Community Center

Revenue		
Source	Funding Amount	
Washtenaw County Senior Nutrition Program allocation amount	\$	13,200.00
Other funding sources used to support the Senior Nutrition Program	\$	
Total Revenue**	\$	13,200.00

Program Expenses*		
<i>*Total program expenses should be equivalent to Program Revenue (above).</i>		
Item	Description	Expenditure
Personnel	Please complete Personnel Detail**	
Fringe Benefits		
Taxes		
Building rental		
Utilities		
Office supplies		
Meal-related supplies		
Mileage		
Postage		
Phone		
Food Service License	Food Service License that must be renewed annually with the Health Dept.	\$ 300.00
Other		
Other		
Total Expenses*		\$ 300.00

Personnel Detail**		
<i>Only complete if personnel expenses are expected.</i>		
Name	Hourly Wage	Hours per week

In-Kind Support***

***This program is required to produce a match of 10% in order to receive funding. A portion of this is through in-kind contributions. Please estimate the value of any items that may be considered an in-kind contribution. This should include other funding sources as well as non-monetary contributions (e.g. volunteer contributions).

Item	In-kind Value	Description	Documentation
Congregate volunteer hours			OCED in-kind volunteer form
Home Delivered Meal volunteer hours			OCED in-kind volunteer form
Building rental			Letter containing details of in-kind support at fair market value for the
Utilities			Senior Nutrition Program cost portion
Supplies			
Other			
Total In-Kind Contribution	0		

LEAVE TIME POLICY

POLICY:

It is the policy of the Township to grant time off work for employees according to the employees' relative collective bargaining union contract or Township policy.

Provision – AFSCME Employees:

Township AFSCME employees shall be entitled to PTO (Paid Time Off) Leave pursuant to the provisions of their collective bargaining contract. The provisions of the bargaining contract shall govern accumulation of PTO leave.

Newly hired probationary employees are not eligible to use PTO leave during the first 90 days of employment, however, PTO hours shall accumulate during the first 90 days of employment and will appear on the first payroll check following 90 days of employment.

Scheduling of PTO is subject to the employee's immediate supervisor's approval and provisions of the bargaining agreement.

PTO accrued and not taken prior to termination of employment shall be paid out to the employee subject to the provisions of the bargaining agreement.

Provision – Teamsters:

All Teamster employees shall be entitled to PTO (Paid Time Off) Leave pursuant to the provisions of their collective bargaining contract. The provisions of the bargaining contract shall govern accumulation of PTO leave.

Paid Time Off (PTO) shall be requested and may be paid from banked PTO days to cover full day absences so long as the supervisor or designated representative approves the request.

PTO banks are capped as of December 31st each year in accordance with the provisions of the bargaining contract.

Any unused PTO time in the employee's bank at the time of termination must be requested as a whole or partial cash payout two weeks prior to the termination date or the balance of the PTO bank will be converted at 100% and be forwarded to a MERS Health Care Savings Account in the employee's name for future health care expenses.

LEAVE TIME POLICY (Con't)

Provision – Fire Fighters

Vacation Time

Township Fire Fighters shall be entitled to Vacation Leave pursuant to the provisions of their bargaining contract. The provisions of the bargaining contract shall govern the accumulation of Vacation Leave and scheduling of Vacation time off.

Vacation hours for Fire Fighters are not accumulative from year to year.

Upon termination any unused vacation hours will be paid at 100%.

Sick Time

Fire Fighters are entitled to sick time pay in accordance with provisions of their bargaining contract.

A new employee will receive three (3) working days of sick leave credit on the first day of the month in which the employee completes the first six (6) months of employment. Each employee will thereafter receive one (1) working day of sick leave for each month of subsequent service.

Sick time will be allowed to accumulate to a maximum of 100 days. Payment will be made on July 1 of each year for 50% of any excess of the 100 day maximum.

Sick time banks may be used toward terminal leave at time of retirement per the collective bargaining contract.

All other Sick Time benefits shall be governed by the bargaining contract.

Personal Leave

Personal leave shall be granted in accordance with the relevant collective bargaining agreement. Personal leave may be taken in 24 hour or 12 hour segments only.

LEAVE TIME POLICY (Con't.)

Provision - Non-Bargaining Employees:

Unless otherwise stated within an employment agreement, all Non-bargaining Administrative/Confidential employees shall have their PTO posted to their PTO banks on January 1st of each year. The amount of PTO and the accrual of PTO shall be based on seniority as of December 31st of the previous year. If an employee has an anniversary date (during the course of the year) that increases their years of service calculation, those additional hours will be added on a pro-rata basis on the date of the anniversary.

PTO benefits will accrue for employees hired prior to 1/1/2009 in the following manner:

1 year through the 4 th year of employment	192 hours
5 years through the 9 th year of employment	240 hours
10 years through the 14 th year of employment	288 hours
15 years or more of employment	336 hours

**PTO benefits for employees hired after 1/1/2009 are based on their individual employment agreement.

PTO banks are capped at 360 hours as of December 31, 2014. Employees who have PTO banks in excess of 360 hours at the end of each year, must request to receive the cash payout at 75%, two weeks prior to December 31st or the total excess of the PTO limit will automatically convert over to a MERS Health Care Savings Account at 100% for use toward future health care expenses.

Any unused PTO time in the employee's bank at the time of a voluntary termination must be requested as a whole or partial cash payout two weeks prior to the termination date or the balance of the PTO bank will be converted at 100% and be forwarded to a MERS Health Care Savings Account in the employee's name for future health care expenses. PTO hours accrued during the final year of employment will be pro-rated based on hours actually worked that year.

Involuntary termination of employment will result in a maximum payout of 50% of the PTO bank balance. PTO hours accrued during the final year of employment will be pro-rated based on hours actually worked that year. If the involuntary termination is a result of the elimination of the employee's position, the PTO balance will be paid at 100%. Unused PTO hours will not be paid to employees discharged for "just cause".

Employees may request a payout of PTO hours earned from their banks throughout the year. The first 32 hours requested shall be paid at 100% with all other requested hours being paid at 75%. A maximum of 180 hours will be allowed for payout in any given year.

All payouts from PTO banks will be considered Non-MERS wages and not rolled into the employee's base wage.

If at any time a non-bargaining employee utilizes their entire PTO bank leaving a zero balance and require additional time away from work, their salary will be reduced based on the hours not worked.

PTO shall be requested in advance from the employee's supervisor and shall be used in minimum increments of one-half days for leave time of more than 4 hours. Employees utilizing half-day increments of PTO time shall be expected to work a minimum of 4 hours in addition to the use of PTO hours.

CHARTER TOWNSHIP OF YPSILANTI

2013 BUDGET AMENDMENT #13

September 23, 2013

101 - GENERAL OPERATIONS FUND

Total Increase

Increase for the purchase of properties under "First Look Program" to sale same properties to Habitat for Humanity not to exceed \$75,000 . This will be funded by the reimbursement from Habitat for Humanity. Increase an additional \$42, 300 for the purchase of 4 homes in the Township for Habitat for Humanity not to exceed the total of \$60,000. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Reimbursement - Habitat for Humanity	101-000-000-688.100	\$75,000.00
	Prior Year Fund Balance	101-000-000-699.000	\$42,300.00
		Net Revenues	<u>\$117,300.00</u>

Expenditures:	Land Bank Habitat	101-950-000-969.010	\$75,000.00
	Land Bank Habitat	101-950-000-969.010	\$42,300.00
		Net Expenditures	<u>\$117,300.00</u>

252 - HYDRO STATION FUND

Total Increase

Increase to cover cost to purchase new station batteries, City of Ypsilanti share portion of revenue, supplies and additional cost in professional services. This is funded by the increase in revenues of the Hydro station.

Revenues:	Ford Lake Hydro Station	252.000.000.641.003	\$36,448.50
		Net Revenues	<u>\$36,448.50</u>

Expenditures:	Maintenance supplies	252-252-000.776.000	\$5,000.00
	Professional Services	252.252.000.801.000	\$5,000.00
	City Share/Hydro Station	252.252.000.956.009	\$6,000.00
	Equipment	252.252.000.977.000	\$20,448.50
		Net Expenditures	<u>\$36,448.50</u>

595-MOTORPOOL FUND

Total Increase

Increase the budget to pay for fuel that was higher in price and more use than anticipated. These expenses are off set by the reimbursement from the funds and departments that use the fuel. This is funded by revenue reimbursement from others funds.

Revenues:	Fuel and Fluids Revenue	595.000.000.607.520	\$12,000.00
		Net Revenues	<u>\$12,000.00</u>

Expenditures:	Contract Service Auto/Equip Maint	595-595-000-867.000	\$12,000.00
		Net Expenditures	<u>\$12,000.00</u>

Motion to Amend the 2013 Budget (#13):

Move to increase the General Fund budget by \$117,300 to \$9,885,542 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$36,448.50 to \$323,739.50 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$12,000 to \$304,697 and approve the department line item changes as outlined.