

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE JULY 15, 2014 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 and Angela B. King

Supervisor Stumbo recognized Marissa Williams and presented her with a plaque commemorating her heroic actions which saved a young boy from drowning.

Marissa Williams thanked the Fire Department, the Sheriff's Department and the Community for presenting this award to her and stated she was just so happy his Mom still had her little boy.

**PUBLIC HEARING**

**A. TUESDAY, JULY 15, 2014 AT APPROXIMATELY 7:00 P.M. - CREATION OF A SPECIAL ASSESSMENT DISTRICT FOR OPERATION AND MAINTENANCE COST OF NEIGHBORHOOD SECURITY CAMERAS IN THE LAKEVIEW/SUGARBROOK AREA (PUBLIC HEARING SET AT THE JUNE 17, 2014 REGULAR MEETING)**

The public hearing opened at approximately 7:05 p.m.

Douglas Brown, Township Resident voiced his opposition to the security cameras. He stated there was plenty of police protection and the cost was too high since he lived on a fixed income.

Ann Garner, Township Resident voiced her support for the security cameras.

Andy Blakita, Township Resident voiced his support for the security cameras and the cost of maintaining them.

Lawrence Johnson, Township Resident voiced his opposition to the cameras because he felt they were an invasion of his privacy and the public was being subjected to a police state.

Sheila Preston, Township Resident voiced her reservations regarding the monitoring of the cameras.

Steven Dickerson, Township Resident stated the cameras were a major violation of his privacy.

Robert Humble, Township Resident for 55 years voiced his support of the cameras because he was tired of having drug people live next to him.

May Easley, Township Resident voiced her support for the cameras because she had seen armed men walking around the neighborhood during the day.

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Kenneth Ball, Township Resident for 45 years voiced his support for the cameras, hoping they will help in the stabilization of his neighborhood.

Goldie Gibson, Township Resident voiced her support for the cameras.

Jainelle Robinson, Township Resident voiced her opposition to the cameras and felt the money should be used to stimulate the economy, in order to create a safe environment.

Arloa Kaiser, Township Resident stated the Township had worked very hard at neighborhood stabilization. She explained the cameras would not infringe on the privacy of individual homes but would be directed toward the street. She voiced her support.

Jane Dickerson, Township Resident voiced her opposition because she really didn't understand the purpose of the cameras.

Keith Jason, Township Resident voiced his support especially in view of his experiences in the last couple of years on Gattegno.

Douglas Brown, stated his opposition again by saying the cameras would not have seen the explosion on Gattegno and had he been headed out of the neighborhood at that particular time, he would have been considered a suspect since his car was caught on camera.

Supervisor Stumbo stated in that particular incident, camera footage would not have even been pulled, because the reason for the explosion was apparent to authorities.

Sheila Preston asked how the cameras would affect her home, which was on a corner.

Supervisor Stumbo said the cameras would only focus on the public road right-of-way.

Pecola Lewis, Township Resident asked what the purpose would be if the cameras would not pick up criminal activity at a home.

Steven Dickerson felt the cameras would be a waste since it would not stop crime.

Andy Blakita agreed the cameras themselves could not stop a crime being committed but could help identify the perpetrators and be a deterrent to crime.

Ann Garner stated we are all affected by the internet whether we like it or not.

The public hearing closed at 7:32 p.m.

Mike Radzik OCS Director provided a brief overview of the 3-year pilot security camera program. He explained only the Sheriff's Department would have access to review any camera footage, making the cameras strictly a police investigative resource. He stated the cameras would not view any home or any part of private property, they would strictly focus on pedestrian traffic on sidewalks and the street traffic coming in and out of individual neighborhoods.

Jim Anuskiewicz, Operations Lieutenant with the Washtenaw County Sheriff's Department stated the Sheriff's Department had found the cameras in the pilot program very helpful, and used in several investigations. He stated one of the most helpful incidents had been the apprehension of a sexual predator in the West Willow neighborhood that had been preying on kids at the school bus stops. He said he was caught on camera, riding a bike. He explained current law enforcement used video surveillance on a daily basis. The Lieutenant explained cameras were not foolproof but had proven to be a very helpful investigative tool. He stated no one was watching the feeds all the time, they were only logged onto as needed and very careful records

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were kept in each instance. He applauded the Township Board for taking the initiative to have the cameras in the neighborhoods.

Supervisor Stumbo asked for a show of hands of those present for the Sugarbrook/Lakeview area and 17 people were counted, with 13 of those in support of security cameras in the Lakeview/Sugarbrook area. She explained 975 property owners had been contacted regarding this public hearing and it would be brought back to the Board for a decision at a Special Township Board Meeting in two weeks.

Clerk Lovejoy Road read emails from residents regarding the issue. Martha Brown, Township Resident was in support and willing to pay extra for more cameras. Mark Warner, Township Resident stated he would have been in support, but since they had already been installed, without permission, he did not support them. Lena Mae Jones, Township Resident gave her full support.

Supervisor Stumbo briefly reviewed the annual cost of \$28.45 per year for the operation, maintenance and unlimited broadband for the cameras.

**B. TUESDAY, JULY 15, 2014 AT APPROXIMATELY 7:15 P.M. - CREATION OF A SPECIAL ASSESSMENT DISTRICT FOR OPERATION AND MAINTENANCE COST OF NEIGHBORHOOD SECURITY CAMERAS IN THE WEST WILLOW AREA (PUBLIC HEARING SET AT THE JUNE 17, 2014 REGULAR MEETING)**

The public hearing opened at 7:47 p.m.

Linda Mealing, Township Resident voiced her support and stated she had seen the benefits of the security cameras for investigative purposes.

Jo Ann McCollum, Township Resident stated she supported the cameras 100%.

Janice Patrick, Township Resident said she was grateful for the pilot program and voiced her support from a landlord's perspective.

Monica Ross-Williams stated she definitely supported the cameras and they were very much needed in the park.

Rene Michaud, Township Resident for 33 years stated he was not in favor of the cameras and questioned the costs.

William Lundy, Township Resident stated technology has benefitted the community by providing peace of mind and voiced his support for the cameras.

Larry Smith, Township Resident did not support the cameras because he felt it was his duty to be vigilant personally to protect his community.

Martha Anderson, Township Resident stated she was in favor of having the cameras.

Laura Lisicki, Ypsilanti Community Schools Superintendent reinforced Lt. Anuszkiewicz's account regarding the predator on the bicycle, indicating the cameras did work as a tool for law enforcement.

Derrick Jackson, Township Resident and Director for Washtenaw County Sheriff's Office applauded the Board for placing some of the cameras in West Willow Park. He stated video cameras were one of best deterrents for crime and provided specific examples from the West Willow area which had seen a 16% decrease in overall crime in the first year after the cameras had been installed.

Dyer Williams, Township Resident said he had his own camera and voiced support for the cameras.

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Shatara Clayborn, Township Resident and employee of Habitat for Humanity stated she was in favor of the cameras.

The public hearing closed at 8:04 p.m.

Supervisor Stumbo asked for a show of hands of those present from the West Willow Area and 21 residents were counted, with 19 counted in support of the cameras.

Supervisor Stumbo stated that she would be voting to support the creation of a Special Assessment District and a proposed Resolution at a Special Board Meeting in two weeks. She said after that was done, all the equipment could be ordered and installation would begin as soon as possible.

Clerk Lovejoy Roe reported John Cross, owner of five Township properties had sent an email expressing support for the cameras and that Mrs. Baird, owner of two West Willow properties wrote that she supported the cameras 100%.

Treasurer Doe went on record with his support of the creation of a Special Assessment District for the operations and maintenance for Neighborhood Security Cameras.

Clerk Lovejoy Roe stated she and Supervisor Stumbo had been with the Township, in different roles, since 1988 and the changes in technology had been great for the Township. She said some residents have installed their own cameras and had gone from being terrorized to having peace of mind. She voiced her total support for the cameras.

Trustee Eldridge stated that as a former police officer he felt the cameras were not a panacea to solve all the problems with crime but were a great tool for creating a deterrent for crime. He said he did understand people being reluctant regarding their privacy and that was why the Sheriff's Department would be the only ones to view the video. He stated he supported the cameras as a measure to move forward and help law enforcement do the job we've asked them to do.

## **PUBLIC COMMENTS**

Arloa Kaiser, Township Resident said she was not in favor of the Township donating any money to the proposed Water Street recreation facility for the City of Ypsilanti.

Roderick Casey, Township Resident asked the Board not to be hasty in passing the proposed Parental Responsibility Ordinance. He personally felt this was a matter for the Department of Social Services and not the Court system. He said if the Board was compelled to pass the Ordinance, he requested that they make it temporary and measure it's success.

Monica Ross-Williams, Township Resident said she hoped the issue regarding the Parental Responsibility was closely reviewed to include some type of counseling before a penalty phase was ever invoked. She hoped the School District had researched their own policies as well to alleviate school truancy, which was leading to crime in our community.

Jeff Harrold, Pastor of New Beginnings Community Church, member of the Washtenaw Regional Organizing Coalition and Chairman of the Educational Committee voiced opposition to the proposed Parental Responsibility Ordinance. He voiced his concern regarding some confusion of the legal description of a "minor" and felt some type of social programs were called for, instead of making this a matter of the Courts.

Crystal Forbes, Township Resident stated she was new to the community and listed some concerns regarding the neighborhood to which they had moved. She

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applauded the efforts of the Board in utilizing the cameras to help provide safety and said she would be interested to see if her neighborhood was eligible for cameras.

Andrew Goebel, Township Resident explained new water mains were put in last summer in the Smokler-Textile Subdivision. His purpose in coming tonight was to request help for the problems that had ensued regarding that work. He stated speeding down New Meadow was now a problem since the speed bumps had been installed on Big Pine and the roadway on New Meadow was falling apart. He said the sidewalks the water department installed were already beginning to crumble.

Supervisor Stumbo stated someone had reported the condition of New Meadow and had sent pictures, which she had forwarded to the Road Commission and had asked for a cost estimate to repair the road.

Trustee Scott Martin confirmed the Road Commission and YCUA had been contacted regarding the damage to New Meadow.

Supervisor Stumbo explained that Mr. Goble could contact the Road Commission to begin the process for speed bumps on New Meadow. She explained the process was lengthy but if all the residents were in favor it would go quicker.

Jeff Harrold felt the excused absences section of the Parental Responsibility Ordinance needed to be more clearly defined.

David Bates, President of the Ypsilanti Community Schools Board of Education, along with Maria Scheler-Edwards, School Board Trustee and Laura Lisiski, Superintendent of Ypsilanti Community Schools, addressed some of the concerns regarding the proposed Parental Responsibility Ordinance. He explained there were laws on the books already to address this issue, but they were in a different jurisdiction and the School Board was working with the Township. He stated the goal was not putting new legislation in place, but rather to move who gets to handle the issues, by moving them into our home community. He stated the School Board had been in discussion with Sheriff Clayton to work out with the Judge, an appropriate range of consequences. He said it was not their intent to put parents in jail or levy big fines, it was an additional tool to give parents an incentive to get their kids to school. He said the School Board was committed to putting a whole range of approaches in place to communicate and work with parents in a positive way to make sure their kids are in school. He said the School Board would be happy to answer any questions.

**CONSENT AGENDA**

**A. MINUTES OF THE JUNE 17, 2014 WORK SESSION AND REGULAR MEETING**

**B. STATEMENTS AND CHECKS**

- 1. JULY 1, 2014 - \$1,426,414.95**
- 2. JULY 15, 2014 - \$1,690,810.29**
- 3. CHOICE HEALTHCARE DEDUCTIBLE - \$56,703.46**
- 4. CHOICE HEALTHCARE ADMINISTRATION FEE - \$1,170.00**

**C. JUNE 2014 TREASURER REPORT (see attached)**

**A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve the Consent Agenda. The motion carried unanimously.**

Supervisor Stumbo stated she and Clerk Lovejoy Roe had attended the funeral for Pastor Melvin T. Walls. She explained he was the builder of the Melvin T. Walls Manor for senior citizens on Hewitt Road. She voiced her appreciation for all he had done for the community and stated that his presence would be missed.

**CLERK'S REPORT**

Supervisor Stumbo stated the Clerk's report had been given in the Work Session.

Clerk Lovejoy added Absentee Ballots were available at the Clerk's Office until Monday, August 4, 2014 at 4:00 p.m. and the Office would be open on the Saturday before the election, August 2, 2014 from 9:00 a.m. to 2:00 a.m.

**ATTORNEY REPORT**

Attorney Winters added the following item to the report he had given in the Work Session:

**Habitat for Humanity**

Attorney Winters reported that he and Treasurer Doe had gone to the County Treasurer, Catherine McClary and completed the transaction to purchase fifteen properties that otherwise would have been auctioned in the Tax Foreclosure Auction, sometime in early July. He stated the deeds would be arriving soon and the properties would be sold to Habitat for Humanity. He said Habitat would make a significant financial investment and then sell them to homeowners in order to continue the quest for neighborhood stabilization.

**OLD BUSINESS**

- 1. 2<sup>nd</sup> READING RESOLUTION NO. 2014-13, PROPOSED ORDINANCE NO. 2014-436, PARENTAL RESPONSIBILITY SCHOOL TRUANCY (FIRST READING HELD AT THE APRIL 15, 2014 REGULAR MEETING) (TABLED AT REGULAR MEETING HELD MAY 20, 2014)**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to remove this item from the table.**

**The motion carried as follows:**

<b>Eldridge:</b>	<b>Yes</b>	<b>S. Martin:</b>	<b>Yes</b>	<b>Hall Currie:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>	<b>M. Martin:</b>	<b>Yes</b>		

Clerk Lovejoy Roe read the Resolution into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2<sup>nd</sup> reading of Resolution No. 2014-13, Ordinance No. 2014-436, Parental Responsibility School Truancy (see attached).**

Supervisor Stumbo reported the Ypsilanti Community Schools had sent a letter of approval for the amended Ordinance and Lincoln Schools had sent an email stating their agreement to the proposed changes.

Clerk Lovejoy Roe briefly explained there was a State Statute that covered the truancy issue regarding students from the age of 14 to 17 years of age. She stated that age group would still be handled under that State Statute within the Juvenile Court. She stated this proposed Ordinance allowed for the School Boards to work in conjunction with the local courts for the students 6-13 years of age.

Trustee Mike Martin stated he would ultimately support this Ordinance but truly felt there were much deeper problems than this Ordinance alone could address.

Supervisor Stumbo stated State Representative David Rutledge has asked for this item to be tabled for sixty days in order to meet with the community and the School District. She reported Sheriff Jerry Clayton had been very involved with

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this issue and had met with the School Districts, the community, Judge Pope, Mike Radzik and herself to to review the proposed Ordinance. She explained the Ypsilanti Community Schools had truly tried to work with the parents regarding this issue but had met resistance. She stated the common thread for everyone regarding this Ordinance was love and concern for our children to receive a good education. Supervisor Stumbo stated any child from the age of 6 to 12 should not be held responsible for not attending school, therefore she supported the age compromise for the Ordinance.

**The motion carried as follows:**

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

**2. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO APPROVE  
YPSILANTI TOWNSHIP 2014 MASTER PLAN (TABLED AT THE MAY 20,  
2014 REGULAR MEETING)**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to remove the item from the table.**

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

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to refer the Ypsilanti Township 2014 Master Plan back to the Planning Commission with recommendations to include the Huron River Watershed Council and River Up Plans as well as the latest Re-Imagine Washtenaw Plan.**

**The motion carried unanimously.**

**NEW BUSINESS**

**1. BUDGET AMENDMENT #8**

Clerk Lovejoy Roe read the Budget Amendment into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Budget Amendment #8 (see attached). The motion carried unanimously.**

**2. REQUEST OF BRIAN MCCLEERY, ASSISTANT ASSESSOR TO  
APPROVE AUDIT OF MINIMUM ASSESSING REQUIREMENTS (AMAR)  
REQUIRED PUBLIC POLICY REGARDING INSPECTION OF RECORDS**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve an audit of Minimum Assessing Requirements (AMAR) required Public Policy regarding inspection of records. The motion carried unanimously.**

**3. REQUEST TO ACCEPT THE RESIGNATION OF ART SERAFINSKI,  
RECREATION DIRECTOR**

**A motion was made by Trustee Eldridge, supported by Trustee Hall Currie to accept the resignation of Art Serafinski, Recreation Director. The motion carried unanimously.**

Supervisor Stumbo stated a job description and salary range would be brought back to the Board in two weeks at a Special Meeting. Supervisor Stumbo reported Angela Verges, had served as Mr. Serafinski's assistant, until she had

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been laid off from that department in 2010, was willing and able to come back.

**4. REQUEST OF KAREN LOVEJOY ROE TO PURCHASE 2 YEARS, 1 MONTH OF MERS SERVICE CREDITS AND AUTHORIZE SIGNING OF THE RESOLUTION**

**A motion was made by Trustee Scott Martin, supported by Clerk Lovejoy Roe to approve request of Karen Lovejoy Roe to purchase 2 years, 1 month of MERS Service Credits and to authorize signing of the Resolution.**

Supervisor Stumbo asked Clerk Lovejoy Roe if she should, procedurally be voting on this issue.

Clerk Lovejoy Roe stated when the original MERS Resolution was made that allowed all the 3 full-time officials to join MERS, everyone voted so she was not asking to abstain.

Supervisor Stumbo stated there was a motion and support to approve the purchase of 2 years and 1 month of MERS and asked for a vote of those in favor.

Trustee Scott Martin, Treasurer Doe and Clerk Lovejoy Roe voted in favor, as well as another voice that is not distinguishable.

Supervisor Stumbo asked for a vote of those opposed.

Trustee Eldridge voted no.

Supervisor Stumbo asked who was in favor of the motion. She said Mike and Scott Martin and then asked for a roll call vote. Supervisor Stumbo then asked for discussion.

Supervisor Stumbo stated this item was not discussed during the Work Session but it had been on the Agenda previously and was voted down.

Clerk Lovejoy Roe stated this specific request for 2 years and 1 month of MERS was never on an Agenda, rather the past request was for 7 years of MERS Credits and the Board had approved 5 years of MERS credits at that time.

Supervisor Stumbo explained previously the Township Board had voted to allow employees to purchase 5 years of service and every employee had that opportunity.

Clerk Lovejoy Roe provided a brief explanation and background saying that in 2009 the Township Board voted to abolish the pension program that was in place and join the MERS System for the full-time, elected officials and totally eliminate the contributions for the Trustees, as a cost saving measure. She stated the Board had allowed her to buy 5 years of prior service credits in 2010 and she was requesting a resolution at this time to buy the other 2 years and 1 month of prior service credits.

Supervisor Stumbo stated she did not support the purchase of additional years.

Trustee Scott Martin stated he supported the request because he felt she was very dedicated and deserved to have it.

Trustee Eldridge stated his concern was for going over the 5 years any other employee had received and the total break in service which the Clerk had and questioned if this would set a precedent.

Trustee Mike Martin questioned why Clerk Lovejoy Roe couldn't get pension credits for the 2 years and 1 month.



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Clerk Lovejoy Roe provided more detail regarding emails between MERS and the Township, which asked how much more time each of the full-time officials had purchased and was told this information could not be provided. She explained she just wanted to buy all the time for all the years she had worked at the Township. Clerk Lovejoy Roe stated MERS had responded in an email that said she could do that, but a resolution was needed. Clerk Lovejoy Roe stated MERS had done an actuarial on the 3 full-time officials and hers had figured to be 12.7 years of service in the actuarial study.

Trustee Mike Martin stated his ~~only concern issue~~ was purely from a monetary aspect and if the funds the Clerk was requesting had not accrued interest he did not support the request.

Clerk Lovejoy Roe explained MERS had figured an actuarial amount to cover the complete cost of the purchase. Clerk Lovejoy Roe stated it was disappointing because Supervisor Stumbo had actually written that she would vote for the eight years Clerk Lovejoy Roe had originally requested, even though the Board had approved only 5 years.

Supervisor Stumbo said she did not remember that conversation. Supervisor Stumbo stated when the action was taken in 2009 the Ordinance was very clear, that the money would be taken from our pension fund to buy these years. Supervisor Stumbo stated Clerk Lovejoy Roe had a break in service and she had taken her money out and invested it, now she wanted to purchase more years, more than the 5 years that other people have been able to purchase. The people working in JYRO were working for the City and the Township and had brought their years over with them and retired from the Township. She stated the Board should look at eliminating the 5 years because of the increase in the legacy cost keeps compounding, and might not be a good idea for future employees.

Clerk Lovejoy Roe agreed, but stated that was a separate issue, because that would allow people to buy more than they actually worked but that was not her case. Clerk Lovejoy Roe stated that Supervisor Stumbo had been in the MERS meetings regarding the actuarial costs and had stated in an email to MERS that she didn't have a problem with Karen Lovejoy Roe purchasing her 8 years of services because she was due them, since they were not in John Hancock.

Trustee Eldridge questioned if Clerk Lovejoy Roe should abstain from this vote and requested a legal opinion from Attorney Winters. Discussion followed.

Attorney Winters stated they had abstained recently when they vote was taken for their salary increases, so everyone knew if they had financial gain they had to abstain. Attorney Winters then asked the Board if they had abstained.

Clerk Lovejoy Roe answered that they had abstained on the vote for salary increases.

Clerk Roe added that the elected officials did not abstain on any of the retirement MERS votes.

Clerk Lovejoy Roe stated she was following what they had done, as a Board, when they all joined MERS, when they voted to buy their pension credits, nobody abstained, she explained that all the Board Members voted and this was the same thing.

Trustee Eldridge called for a roll call vote and then withdrew the request.

Trustee Mike Martin stated he did not have a problem granting the request if Clerk Lovejoy Roe had actually paid the actuarial cost to obtain the pension, but if she had not paid it he was not in favor. He asked why people were saying no if she had paid the actuarial and he wanted a logical answer.

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Supervisor Stumbo explained from her perspective, when we adopted to move in the MERS program, the full-time officials took the years of service they had in their pension program. She said when Clerk Lovejoy Roe was not elected she took all of her funds out of the pension and invested them independently.

Trustee Scott Martin stated Clerk Lovejoy Roe couldn't leave her retirement at the Township when she wasn't elected because she hadn't been here 10 years to be vested at that point.

Trustee Mike Martin asked if the years that people bought were generic, which meant they didn't actually work them and it was explained that was the case. He stated he would like some more information before a vote was taken.

Discussion followed on the amount of time Chris Olson (Oshelske) and Dave Cooper were allowed to buy.

Supervisor asked if the Board wanted more information on this.

Trustee Scott Martin asked what more was needed.

Trustee Mike Martin stated he didn't want to close the door on her right now.

**A motion was made by Trustee Stan Eldridge, seconded by Trustee Scott Martin to table the request of Karen Lovejoy Roe to purchase 2 years, 1 month of MERS Service Credits and authorize signing of the Resolution.**

**The motion carried as follows:**

<b>Eldridge:</b>	<b>Yes</b>	<b>S. Martin:</b>	<b>Yes</b>	<b>Hall Currie:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>	<b>M. Martin:</b>	<b>Yes</b>		

Clerk Lovejoy Roe asked the Board to tell her what information they wanted and she would bring it.

**5. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR FORMAL AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 1289 DUNCAN, 1417 GATTEGNO, 5211 MERRITT AND 9749 TEXTILE, BUDGETED IN LINE ITEM #101.950.000.801.023**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the request of Mike Radzik, OCS Director for formal authorization to initiate legal action in Washtenaw County Circuit Court to abate the public nuisance for properties located at 1289 Duncan, 1417 Gattegno, 5211 Merritt and 9749 Textile, budgeted in line item #101.950.000.801.023.**

Mike Radzik, OCS Director provided a brief overview of the properties. He stated 1289 Duncan and 1417 Gattegno had been administratively authorized and Attorney Winters had addressed them in the Work Session.

Mr. Radzik stated 5211 Merritt was a foreclosed property that had been brought to the Township's attention when police were called after a break in. When the police arrived, they found the front door open, windows broken, the basement with four feet of standing water, and the electricity was still on. He stated the property was not registered as a vacant house, according to our new Ordinance, therefore several fees had been assessed.

Mr. Radzik, explained the property at 9749 Textile gained attention because the property owner was involved in cutting trees and some earth moving without

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Supervisor Stumbo stated she appreciated Bill Elling for his effort as he extends himself in helping the people that find themselves in these difficult situations. Mike Radzik added his compliments.

**The motion carried unanimously.**

**6. REQUEST TO APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2013 YPSILANTI TOWNSHIP ROAD IMPROVEMENT AGREEMENT WITH WASHTENAW COUNTY AND TO AUTHORIZE SIGNING OF THE AGREEMENT**

**A motion was made by Treasurer Doe, supported by Trustee Mike Martin to approve Community Development Block Grant (CDBG) 2013 Ypsilanti Township Road Improvement Agreement with Washtenaw County and to authorize signing of the agreement (see attached). The motion carried unanimously.**

Supervisor Stumbo explained these CDBG dollars, from Urban County were for the Sugarbrook area and would complete all the roads slated to be approved this year.

**7. REQUEST TO APPROVE BOAT HOUSE LEASE AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND EASTERN MICHIGAN UNIVERSITY AND TO AUTHORIZE SIGNING OF THE AGREEMENT**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve the Boat House Lease Agreement between Ypsilanti Township and Eastern Michigan University and to authorize signing of the agreement.**

Attorney Winters stated the agreement was not ready.

**Clerk Lovejoy Roe withdrew the motion and Trustee Scott Martin withdrew his support of the motion.**

**OTHER BUSINESS**

**1. REQUEST TO EXTEND THE APPOINTMENT OF STAN ELDRIDGE TO OVERSEE THE GREEN OAKS GOLF COURSE UNTIL THE POSITION COULD BE FILLED AND BROUGHT BACK TO THE BOARD**

Trustee Eldridge made a request to abstain from the vote.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to allow Trustee Eldridge to abstain from the vote.**

**The motion carried as follows:**

	<b>S. Martin:</b>	<b>Yes</b>	<b>Hall Currie:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>	<b>M. Martin:</b>	<b>Yes</b>	

**A motion was made by Treasurer Doe, supported by Trustee Scott Martin to extend the appointment of Stan Eldridge to oversee the Green Oaks Golf Course until the position could be filled and brought back to the Board.**

Supervisor Stumbo provided a brief history regarding the appointment and the good job he had done. Ms. Stumbo stated the Golf Pro Shop had been named in honor of Leon Jackson and a formal dedication would be held in September. She explained the need to extend the appointment until the position could be filled.

The motion carried unanimously.

**AUTHORIZATIONS AND BIDS**

- 1. REQUEST OF MIKE SARANEN, HYDRO DAM OPERATOR TO APPROVE LOW QUOTE FROM COMPOSITE INDUSTRIAL GROUP TO COAT TURBINE AND ASSOCIATED PARTS WITH BELZONA PRODUCT, NOT TO EXCEED \$59,042.00, BUDGETED IN LINE ITEM # 252.252.000.930.000**

**A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve low quote from Composite Industrial Group to coat turbine and associated parts with Belzona Product, not to exceed \$59,042.00, budgeted in line item #252.252.000.930.000.**

Supervisor Stumbo stated a presentation had been given in the Work Session on using the coating versus purchasing new equipment.

Michael Saranen, Hydro Dam Operator stated final cost to purchase new turbines would be over \$400,000. He said the goal was to protect the equipment from further decay and extend the life to the next licensing process in 2033. He explained the \$59,000 included coating for the turbine, the new wicket gates and the top and bottom gates.

Mr. Saranen stated that he has seen a 5% reduction in Hydro Dam revenue since 1998 and hoped the coating process would allow revenue to be increased.

Treasurer Doe stated if the coating presented in two colors to indicate wear, he questioned the effectiveness of the product.

Mr. Seranan stated the two colors were designed specifically to show wear.

The motion carried unanimously.

- 2. REQUEST OF MARK NELSON, 14-B COURT MAGISTRATE FOR AUTHORIZATION TO PURCHASE FTR REPORTER SYSTEM TO RECORD COURT PROCEEDINGS, IN THE AMOUNT OF \$19,490.00 AND TO PURCHASE ADDITIONAL SHELVING FOR FILE ROOM, IN THE AMOUNT OF \$5,826.00, BUDGETED IN LINE ITEM #236.136.000.977.000**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize purchase FTR Reporter System to record Court proceedings, in the amount of \$19,490.00 and to purchase additional shelving for file room in the amount of \$5,826.00, budgeted in line item #236.136.000.977.000. The motion carried unanimously.**

- 3. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE QUOTE FROM PAVEX CORPORATION FOR ADDITIONAL WORK ON TEXTILE ROAD NON-MOTORIZED TRAIL IN THE AMOUNT OF \$19,356, BUDGETED IN LINE ITEM #212.970.000.997.000**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve quote from Pavel Corporation for additional work on Textile Road Non-Motorized Trail in the amount of \$19,356, budgeted in line item #212.970.000.997.000.**

Jeff Allen, Residential Services explained this request was for the portion of Textile Road in front of Teddy Bear Daycare. He stated there had been complaints of sections buckling. He reported some stabilization had been done with the addition of a culvert.

**CHARTER TOWNSHIP OF YPSILANTI  
JULY 15, 2014 REGULAR MEETING MINUTES  
PAGE 13**

Supervisor Stumbo asked for a percentage of work accomplished at this point and Mr. Allen said they were between 10 and 15% done and should be completed at the end of August.

**The motion carried unanimously.**

- 4. REQUEST OF RON FULTON, BUILDING DIRECTOR TO AWARD BID FOR INTERIOR CONSTRUCTION PHASE OF THE LAW ENFORCEMENT CENTER RENOVATION PROJECT TO A&R TOTAL CONSTRUCTION IN THE AMOUNT OF \$132,353.00, BUDGETED IN LINE ITEM #101.970.000.975.266**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to award bid for interior construction phase of the Law Enforcement Center Renovation Project to A&R Total Construction in the amount of \$132,353.00, budgeted in line item #101.970.000.975.266.**

Trustee Scott Martin stated they had done a great job explaining this project.

Supervisor Stumbo stated she was pleased to hear that the sub-contractors were union workers.

Mike Radzik confirmed the general contractor had indicated that all of his trades were union.

**The motion carried unanimously.**

**ADJOURNMENT**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to adjourn the meeting. The motion carried unanimously.**

The meeting adjourned at approximately 9:47 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION 2014-13

### Parental Responsibility for School Attendance

**Whereas**, local school district officials have expressed concerns regarding a number of children, ages 6 through 13 inclusive, who are chronically absent from their classrooms without explanation or valid excuse; and

**Whereas**, local school district officials have made diligent efforts to communicate with the parents and legal guardians of chronically absent students to determine the reasons why the students have been absent; and

**Whereas**, in a number of cases, school officials have been unable to collaborate and work with the parents and legal guardians to insure that they are present in classrooms on a regular basis unless excused due to illness, medical/dental/orthodontic appointments, family emergencies, religious observances or other similar reason commonly recognized as excused absences; and

**Whereas**, the failure of a parent or legal guardian to exercise their parental authority to prevent chronic unexcused absences from school constitutes parental educational neglect; and

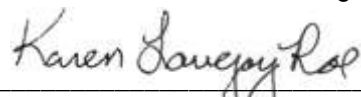
**Whereas**, parental education neglect of a child ages 6 through 13 places that child a high risk of falling behind their classroom peers in academic achievement in critically important skills, including but not limited to reading and mathematics; and

**Whereas**, the Ypsilanti Township Board of Trustees, by adopting ordinance 2014-436 Parental Responsibility for School Attendance, intends to hold parents responsible for their children's' school attendance, by making it a misdemeanor violation for a parent to allow their child ages 6 through 13 to accumulate 10 or more unexcused absences during an academic school year; and

**Whereas**, the Ypsilanti Township Board of Trustees intent in adopting Ordinance 2014-436 is to provide a tool for local schools and law enforcement officials to use as a last resort, after all other avenues have been pursued, to assist with getting children to school on a regular basis.

**Now therefore, be it resolved** that Ordinance 2014-436 is adopted by reference.

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. 2014-13 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on July 15, 2014.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## ORDINANCE NO. 2014-436

### PARENTAL RESPONSIBILITY FOR SCHOOL ATTENDANCE

An Ordinance to Amend Chapter 42 of the Ypsilanti Charter Township Code of Ordinances to Make it Unlawful for Parents and Legal Guardians of Minor Children Ages 6 through 13 Enrolled in Public, Private or Charter Schools to Permit Chronic Unexcused Absences from School

The Charter Township of Ypsilanti hereby ordains that the Ypsilanti Township Code of Ordinances is amended as follows:

Add the following new section to Chapter 42 Article VIII entitled Offenses Concerning Under Aged Persons:

#### **Section 1 - Purpose**

The purpose of this ordinance is to aid local public, private and charter schools in educating children ages six (6) through thirteen (13) inclusive, who are enrolled in schools by requiring parents and legal guardians exercise sufficient supervisory control over their minor children to require their attendance in school classrooms on a regular basis. The ordinance is premised on the belief that the academic achievement of a chronically absent minor from school without justifiable excuse undermines his or her academic achievement and the teachers' ability to teach. This ordinance is intended to apply to parents and legal guardians who are unwilling to exercise their authority over their children by requiring regular school attendance unless excused due to illness, medical/dental/orthodontic appointments, family emergencies, religious observances or other similar reasons commonly recognized by schools as justified, excused absences.

#### **Section 2 – Definitions**

As used in this section:

Chronically absent means the minor accumulated the following number of unexcused absences from the public, private, or charter school during the academic school year in which the minor is enrolled:

- a) 10 or more days unexcused absences; or
- b) the equivalent of 10 or more days of unexcused absences calculated by adding the total number of unexcused class hours missed and dividing the sum by the number of hours per day the minor is scheduled to be in school.

Parent means a biological parent, adoptive parent or step parent of a minor.

Legal guardian means a person who, under court order, is the guardian of a minor.

Minor means a person at least six (6) years old through (13) years of age.

#### **Section 3 – Parental Responsibility for Chronically Absent Students**

It is unlawful for the parent or legal guardian residing with a minor ages six (6) through thirteen (13) years of age enrolled in a public, private or charter school, to permit the minor to be chronically absent from school.

**Section 4 – Penalty**

A person who violates Section 3 of this ordinance is guilty of a misdemeanor punishable by a maximum sentence of 90 days in jail and/or a fine of not less than \$5.00 nor more than a \$50.00 fine.

**Severability**

Should any section, subdivision, sentence, clause or phrase of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

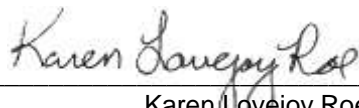
**Publication**

This Ordinance shall be published in a newspaper of general circulation as required by law.

**Effective date**

This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2014-436 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on July 15, 2014 after first being introduced at a Regular Meeting held on April 15, 2014. The motion to approve was made by member Roe and seconded by member Doe. Yes: Mike Martin, Eldridge, Currie, Scott Martin, Stumbo, Roe, Doe. NO: None. ABSTAIN: None.



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Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

Published: July 24, 2014



# CHARTER TOWNSHIP OF YPSILANTI

## 2014 BUDGET AMENDMENT #8

July, 15, 2014

### 101 - GENERAL OPERATIONS FUND

**Total Increase** \$27,770

Increase budget for road work by Washtenaw County Road Commission 2013 agreement approved 3/25/13 for Section 14 roads to include Mollie Street, Dorothy Street, Lynn Avenue, and Heather Ridge not started in 2013. The original budget amendment on February 18, 2014 for the Township portion was \$106,807 but the bids came back \$27,769.50 higher. An additional budget amendment is needed for the increase. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$27,769.50
			<u>Net Revenues</u> <u>\$27,769.50</u>
Expenditures:	Highway & Street - Road Construction	101-446.000-818.022	\$27,769.50
			<u>Net Expenditures</u> <u>\$27,769.50</u>

### 212 - BIKE, SIDEWALK, RECREATION, ROAD AND GENERAL OPERATIONS FUND (BSR II)

**Total Increase** \$19,356

Increase the budget for Connecting Communities Program - Textile Road Bike Path. There is a section of the existing Textile pathway that needs to be repaired. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$19,356
			<u>Net Revenues</u> <u>\$19,356</u>
Expenditures:	Capital Outlay/Bike Paths	212-970-000-997.000	\$19,356
			<u>Net Expenditures</u> <u>\$19,356</u>

### 236 - 14B DISTRICT COURT FUND

**Total Increase** \$25,316.00

Increase expenditure to purchase FTR Reporter System at \$19,490 and additional shelving at \$5,826 for the file room. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	236-000-000-699.000	\$25,316.00
			<u>Net Revenues</u> <u>\$25,316.00</u>
Expenditures:	Equipment	236-136-000-977.000	\$25,316.00
			<u>Net Expenditures</u> <u>\$25,316.00</u>

### 252 - HYDRO STATION FUND

**Total Increase** \$66,000.00

Increase expenditure to coat the turbine and the plates and wicket gates. Increase the revenue line for the power produced and sold to DTE due to the higher volumes of water. Increase the expenditure line Due to City of Ypsilanti for their 10% portion of revenue. This will be funded by the revenue from power produced by Hydro dam.

Revenues:	Ford Lake Hydro Station	252.000.000.641.003	\$66,000.00
			<u>Net Revenues</u> <u>\$66,000.00</u>
Expenditures:	Repairs Maint and Equipment	252.252.000.930.000	\$59,042.00
	Due to City of Ypsilanti	252.252.000.956.009	\$6,958.00
			<u>Net Expenditures</u> <u>\$66,000.00</u>

**CHARTER TOWNSHIP OF YPSILANTI  
2014 BUDGET AMENDMENT #8**

July, 15, 2014

**301 - GENERAL OBLIGATION DEBT FUND**

Total Increase \$15,500.00

Increase budget to transfer cash funds to 397 - Debt Fund Series B Bond to pay for budgeted expenditures. The cash funds are needed to supplement the funds held in trust. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	301.000.000.699.000	<u>\$15,500.00</u>
			<u>Net Revenues</u> <u>\$15,500.00</u>
Expenditures:	Transfer Out: To Debt Fund B	301-991-000-969.397	<u>\$15,500.00</u>
			<u>Net Expenditures</u> <u>\$15,500.00</u>

**397 - DEBT FUND SERIES B**

Total Increase \$0.00

Increase revenue line item for transfer in of funds from General Obligation Debt Fund and decrease the Appropriation of Prior Year Fund Balance. The cash funds are needed to supplement the funds held in trust. This will net a ZERO increase to the budgeted 2014 funds.

Revenues:	Transfer IN: From Gen Obligation Debt	397.000.000.697.301	<u>\$15,500.00</u>
			<u>Net Revenues</u> <u>\$15,500.00</u>
Revenues:	Prior Year Fund Balance	397.000.000.699.000	<u>(\$15,500.00)</u>
			<u>Net Expenditures</u> <u>(\$15,500.00)</u>

Motion to Amend the 2014 Budget (#8):

Move to increase the Recreation Fund budget by \$27,770 to \$10,420,976 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Road and General Operations (BSRII) Fund budget by \$19,356 to \$4,819,148 and approve the department line item changes as outlined.

Move to increase the 14B District Court Fund budget by \$25,316 to \$1,354,121 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$66,000 to \$642,726 and approve the department line item changes as outlined.

Move to increase the General Obligation Debt Fund budget by \$15,500 to \$15,500 and approve the department line item changes as outlined.

**County of Washtenaw Office of Community and Economic Development Subrecipient Agreement  
Community Development Block Grant (CDBG) Program**

This AGREEMENT dated the 15 day of July, 2014, is between the COUNTY OF WASHTENAW, a municipal corporation, with office located at 220 North Main Street, Ann Arbor, Michigan 48107-8645 ("Grantee") and the Charter Township of Ypsilanti, a municipal corporation, with offices located at 7200 S. Huron River Drive, Ypsilanti, MI 48197, ("Subrecipient").

Federal Awarding Agency	U.S. Department of Housing and Urban Development
Federal / State Contract Number	B-13-UC-26-006
Federal Program Title	CDBG 2013
CFDA Number	14.218
Federal Funding %	100%

WHEREAS, the Grantee receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the Grantee is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the Grantee has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of Washtenaw County, the City of Ann Arbor, the City of Ypsilanti, Ypsilanti Township, Pittsfield Township, Ann Arbor Township, Bridgewater Township, Salem Township, Superior Township, York Township, Scio Township, Northfield Township, Dexter Township, Lima Township, Manchester Village, Manchester Township, Saline City, Saline Township, and Webster Township; and

WHEREAS, the Subrecipient has agreed to collaborate with the Office of Community and Economic Development (OCED) to manage this public improvement project; and

WHEREAS, on April 23, 2013, the Urban County Executive Committee approved \$154,193 in 2013 **Urban County CDBG Funding** as a grant to the Subrecipient to support the eligible Ypsilanti Township Road Improvements within the Urban County boundaries, as specified in this Agreement;

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, **THE PARTIES AGREE AS FOLLOWS:**

**I. SCOPE OF SERVICE**

A. Activities

The Subrecipient will be responsible for administering a CDBG 2013 Ypsilanti Township Road Improvement for the eligible costs of working with the Washtenaw County Road Commission to make improvements to Mollie Street (Grove to Dorothy), Dorothy Street (Grove to Harry), Lynn Avenue (McCarthy to Harry) and Heather Ridge (McCarthy to Andrea), including milling, placement of 3" HMA overlay, structure adjustments and ADA sidewalk ramps.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity carried out under this Agreement will **benefit low- and moderate-income persons**.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to improve four street segments in conjunction with the **Project Timeline (Attachment A)** and the **Project Budget (Attachment B)**.

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on May 1, 2014 and end on May 1, 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

The Subrecipient agrees to complete all work in accordance with the budget set forth in the **Project Budget (Attachment B)**. The Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed one hundred fifty four thousand and one hundred ninety three (**\$154,193**). The Subrecipient will comply with the disbursement schedules and procedures established by the Grantee. CDBG funds will be disbursed to the Subrecipient upon submission of invoices for work completed and inspected, and the submission of Davis-Bacon and Section 3 documentation, sworn statements and other required documents, as deemed necessary by the Grantee. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

**V. GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Indemnification Agreement

The Subrecipient will protect, defend and indemnify the Grantee, 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 Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the Grantee 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 Subrecipient, any contractor or sub-contractor, or any employee, agent or representative of the Subrecipient or any contractor or sub-contractor.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Payroll Taxes

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

F. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

G. Grantee Recognition

The Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. Where feasible, all activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### H. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

#### I. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

#### J. Practice and Ethics

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

#### K. Choice of Law and Form

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.

## **VI. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” or A-87 Revised “Cost Principles for State, Local and Indian Tribal Governments” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

#### **2. Retention**

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be



retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract, if program income is generated. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the

contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. The Grantee will submit all requests for payment on the **Reimbursement for Reimbursement Form (Attachment C)**.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].
4. Pursuant to 24 CFR 85.32 (d) (3) and 24 CFR 84.345 (f) (4) The Subrecipient shall ensure that all property and equipment that was acquired or improved, in whole or in part, with funds under this agreement is properly locked and secured when not in use for its intended purpose.

## **VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **VIII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Non discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966

2. Women and Minority Owned Businesses (WMBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and

women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEC/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

The Subrecipient 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 Subrecipient 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, gender identity, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Living Wage

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.64 per hour with benefits or \$ 13.65 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2014 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

3. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

4. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's

subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Debarment and Suspension

The Subrecipient shall not enter into any contracts or subcontracts with any agency or individual in the performance of this contract if it such agency or individuals do not comply with Federal Regulation 45 CFR 79. The Subrecipient certifies that to the best of its knowledge and belief any contractor and subcontractor retained by the Subrecipient:

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.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.



c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

#### 7. Religious Activity

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

#### 8. Drug-Free Workplace

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—
  - i. The dangers of drug abuse in the workplace;
  - ii. The grantee's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, *and* employee assistance programs; and
  - iv. 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—
  - i. Abide by the terms of the statement; and
  - ii. 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—
  - i. 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
  - ii. 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).

## **IX. ENVIRONMENTAL CONDITIONS**

### **A. Air and Water**

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

**B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

**C. Lead-Based Paint**

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

**D. Historic Preservation**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**X. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XI. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XII. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ATTESTED TO:

WASHTENAW URBAN COUNTY:

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

By: \_\_\_\_\_  
Verna J. McDaniel (DATE)  
County Administrator

ATTESTED TO:

CHARTER TOWNSHIP OF YPSILANTI:

By: *Karen Lovejoy Roe*  
Karen Lovejoy Roe (DATE)  
Township Clerk *7-16-14*

By: *Brenda Stumbo*  
Brenda Stumbo (DATE)  
Township Supervisor *7-16-14*

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

By: \_\_\_\_\_  
Mary Jo Callan, Director (DATE)  
Office of Community & Economic Development

**ATTACHMENT A- PROJECT TIMELINE**

**2013 Ypsilanti Township Road Improvements:** Ypsilanti Township will work with the Washtenaw County Road Commission to make improvements to Mollie Street (Grove to Dorothy), Dorothy Street (Grove to Harry), Lynn Avenue (McCarthy to Harry) and Heather Ridge (McCarthy to Andrea), including milling, placement of 3" HMA overlay, structure adjustments and ADA sidewalk ramps.

**PROJECT TIMELINE:**

Activity	Deadline
TOWNSHIP/Road Commission will advertise for bids on project.	06/02/2014
TOWNSHIP/Road Commission will hold bid opening.	06/12/2014
TOWNSHIP/Road Commission will award contract to most responsible and responsive bidder.	06/17/2014
TOWNSHIP/Road Commission will send a notice to proceed to winning bidder.	06/18/2014
Contractor will begin project.	July 2014
Contractor will achieve substantial completion of project.	August 2014
Contractor will complete project and TOWNSHIP/Road Commission will perform a final inspection.	On or before 8/14/2014
TOWNSHIP will submit request for reimbursement, along with accompanying sworn statements and required, original Davis-Bacon payroll forms and Section 3 compliance forms.	See Township
<b>Project Completion Date:</b>	<b>August 2014</b>

**ATTACHMENT B- PROJECT BUDGET**

**2013 Ypsilanti Township Road Improvements:** Ypsilanti Township will work with the Washtenaw County Road Commission to make improvements to Mollie Street (Grove to Dorothy), Dorothy Street (Grove to Harry), Lynn Avenue (McCarthy to Harry) and Heather Ridge (McCarthy to Andrea), including milling, placement of 3" HMA overlay, structure adjustments and ADA sidewalk ramps.

The COUNTY agrees to pay to or on behalf of the TOWNSHIP the sum of one hundred fifty four thousand and one hundred ninety three (**\$154,193**) in 2013 CDBG Funding according to the budget below:

**PROJECT BUDGET:**

<b>2013 Ypsilanti Township Road Improvements Project Budget</b>	
<b>REVENUE SOURCE(S):</b>	<b>TOTAL</b>
Grant Amounts – CDBG (2013)	\$154,193
Other Support	
Status of Funds	
<b>Total Revenues</b>	
<b>PROGRAM EXPENSES</b>	<b>TOTAL</b>
Personnel, Taxes & Fringe Benefits	
Consultant & Contractual Fees	
Space & Related Costs	
Printing / Supplies	
Other – postage, communications	
Other – travel, insurance	
Other – staff development	
Other – construction	
<b>Total Expenditures</b>	