

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF REGULAR MEETING
FEBRUARY 5, 2019**

Supervisor Stumbo called the meeting to order 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 followed by a moment of silent prayer.

Members Present: Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees: Stan Eldridge, Heather Jarrell Roe, Monica Ross-Williams and Jimmie Wilson, Jr.

Members Absent: None

Legal Counsel: Wm. Douglas Winters and Angela B. King

PUBLIC COMMENTS

Arloa Kaiser, Township resident voiced her appreciation to the Board for coming to Sugarbrook Habitat for Humanity Dinner and Group Meeting for learning the requests of the residents.

Denise Kirchoff, Township resident gave her personal insight regarding the Wine Tasting Room. She voiced concern that the no one in the neighborhood directly behind the proposed wine distillery location had been given any prior notification. She voiced concern regarding the close proximity to children in that neighborhood.

CONSENT AGENDA

A. MINUTES OF THE JANUARY 15, 2018 WORK SESSION AND JANUARY 30, 2019 SPECIAL MEETING WITH THE FOLLOWING CHANGES:

- **APPROVAL OF THE VERBATIM MINUTES ON THE SMALL WINEMAKER ITEM AND THE ADDITION OF THEM TO THE JANUARY 15, 2019 REGULAR MEETING MINUTES**

Clerk Lovejoy Roe distributed a copy of the verbatim minutes from the January 15, 2019 Regular Meeting minutes.

A motion was made by Trustee Eldridge, supported by Treasurer Doe to approve the Minutes.

The motion carried unanimously.

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR FEBRUARY 5, 2019 IN THE AMOUNT OF \$1,234,876.99**

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A COPY OF STATEMENTS AND CHECKS WAS DISTRIBUTED TO EVERY BOARD MEMBER IN THE WORK SESSION AND IT WILL BE UPLOADED TO THE WEBSITE

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Statements and Checks.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters provided highlights regarding:

- American Center for Mobility (former General Motors/HydraMatic property that was demolished). Mr. Winters reported the autonomous vehicle center had become a reality over the last three years and according to the terms of the Development Agreement, the PILOT payment went directly to the Ypsilanti Township General Fund. He reported the site was historically the Arsenal for Democracy and had been positively revitalized into a new chapter of the auto industry and provided numbers regarding the revenue which would come into the Township over the next 15 years.
- Mr. Winters provided an update regarding the demolition of the former Forbes Dry Cleaners on Ecorse Road. He reported the Township would continue to monitor the testing of soils on Davis Street by Mary Miller, DEQ and Nathan Voght, County Brownfield Redevelopment who had received additional funds for this purpose.
- Kettering School has been demolished and was in the process of being stabilized. The contractor has now moved to begin with the demolition of Thurston. Kaiser School has been sold to a church and was in the process of being repurposed for the sanctuary.

OLD BUSINESS

- 1. REQUEST OF TRUSTEE MONICA ROSS-WILLIAMS TO RESCIND LOCAL GOVERNMENT APPROVAL OF A SMALL WINEMAKERS LICENSE AND AN ON PREMISE TASING PERMIT FOR PATRICK ECHLIN AND JEFFREY FRASURE TO BE LOCATED AT 1497 ECORSE RD.**

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A motion was made by Trustees Ross-Williams, supported by Treasurer Doe to Rescind Local Government Approval of a Small Winemakers license and an On Premise Tasting Permit for Patrick Echlin and Jeffrey Frasure to be Located at 1497 Ecorse Rd.

Supervisor Stumbo stated this item had been under discussion in the Work Session but had not had time to complete. She said Trustee Eldridge had the floor.

Trustee Eldridge thanked Madam Supervisor and acknowledged the presence of Attorney Angela King. Trustee Eldridge asked her legal opinion regarding how the Township Ordinance related to this issue.

Attorney Angela King explained the Township Ordinance was a layer in addition to the Liquor Control Commission's rules and regulations regarding licensing. She reported that not only was an individual required to get a license from the Liquor Control Commission, under certain circumstances, the Township also issued a permit or license. She said she was asked if our ordinance required any on premise liquor establishment to have a license. She explained under the Ordinance, the process required an application, which had specific criteria that was submitted to the Township and then the information was given to certain departments that made a recommendation to the Township Board. Then the Board was asked to decide whether or not Township approval should be given.

Attorney King stated, after reviewing the Maniacal Mead situation, it was her opinion the Ordinance had not been followed, since they were requesting an on premise liquor license.

Trustee Eldridge asked her opinion, if previous applicants had not gone through the correct process would that preclude and allow this instance to do the same.

Attorney King reported she had been sent information on three prior instances. One was some time ago and it was actually a transfer of a license, not a new one and there was a section in our ordinance dealing with transfer of license. She said the second instance, staff had reported there was no additional licensing required, than what had been given by the Liquor Control Commission. She felt at that time for that particular licensing there had been a misreading of the ordinance. She reported her understanding of the third instance, involved a farm that grew the ingredients and made the wine at the same location and an on premise license had not been granted by the Board.

Attorney King said she had not reviewed every single instance before the Board but she was not sure there really was a prior history that the Board has approved on premises sales or wine tasting in the Township. She stated that even if an error had occurred, her recommendation going forward either follow the ordinance or if the ordinance was inappropriate and the Board did not feel like there should be additional licensing by the Board then amend the Ordinance to reflect the Board's sentiment.

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Trustee Ross-Williams asked Sara Jo Shipley, Economic Development Director, if the Ecorse Road area would be considered any type of opportunity zone. Sara Jo Shipley stated she wasn't sure because she didn't have the map in front of her.

Trustee Ross-Williams directed a question to the applicant, what they meant by their answer to question #5 on the Liquor License Application. Q: "As was stated earlier, the Township Board is obligated to award liquor licenses in the best interest of the citizens of Ypsilanti Township and not for the gain of an individual or corporation. Why do you think you should receive a liquor license?" A: "We will be a good fit for the "Placemaking Plan" on Ecorse Rd. Our existence will help to bring new faces to the area."

Mr. Echlin explained they planned to do a lot of wholesale in the retail sales in the area, with the hope people will come into their place in order to taste samples and order special offerings, and return to their store to pick them up. He stated the demand for mead was not concentrated just to Ypsilanti, but spread over a larger area.

Trustee Ross-Williams stated she lived in that area and she felt it was important to have small businesses operate in the area but wanted to know that if they were concentrating on the "new faces" if the "old faces" that lived there already could use their establishment.

Mr. Echlin stated if you were familiar with 734 Brewing, his business in the City of Ypsilanti that would be an obvious answer, in that they made it their mission to bring in the neighborhood clientele. He stated they even had a plan to do cider as a more affordable choice as mead sometimes was a little more pricey.

Trustee Ross Williams asked if they had any type of marketing plan to include those in the neighborhood.

Mr. Echlin answered they expected the local people to be the ones coming to sit at their bar.

Supervisor Stumbo stated in the Work Session the back parking area had been discussed regarding lack of access.

Mr. Echlin replied he thought that had been remedied with the addition of a back door, stating there was a good 12 - 15 ft. available to be able to enter and exit from the parking lot. Mr. Echlin stated they were willing to change the site plan to reflect that change.

Supervisor Stumbo asked about hours of operation. Mr. Echlin stated it would include Thursday, Friday and Saturday to begin with from 6:00 pm to midnight with the hopes of expanding in the future.

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Supervisor Stumbo stated the maximum occupancy would be 15. Mr. Echlin agreed that was the correct number, which would include employees and would be posted per the wishes of the Building Department and Fire Marshal.

Mr. Echlin did not understand the necessity of having a notarized affidavit posted stating 15 was the maximum occupancy.

Mr. Echlin questioned if the Board was voting to rescind the license or whether or not to go with Motion 1 and Motion 2 in the packet.

Clerk Lovejoy Roe stated the only thing on the Agenda was the rescension, as any other motion could not be entertained until the motion on the floor was voted on.

Mr. Echlin stated he felt if this item was rescinded that it would make his business unviable, and would be ultimately be denied and all his work would have been for nothing, as well as reflect poorly on his current business, 734 Brewing with regard to the Liquor Control Commission.

Supervisor Stumbo stated it could be approved with conditions and asked to be able to continue. She asked what his intention was regarding his request for an Entertainment License in the application to the State. Mr. Echlin stated he had no intention at this time but wanted to have that option in case they had anyone that want to play a guitar, or perform (not a band).

Supervisor Stumbo asked if any permits had been pulled. Mr. Echlin stated the permits were approved but he had not yet paid the \$75.00 fee. Supervisor Stumbo reminded him the site plan had to be revised regarding the back door exit to which Mr. Echlin agreed.

Supervisor Stumbo asked what Mr. Echlin's response was to the resident that had raised the concern about children in the neighborhood in close proximity to his proposed bar. He stated the requirement was notification for a school or church within 500 feet, and the nearest one was about 1,200 feet away, according to the plans, and he honestly, had not even thought to go door to door.

He stated it was shocking to him that when he applied to the City of Ypsilanti for his 734 Brewing business, the Agenda had been put out 2 weeks in advance so everyone knew about it, and with the Township it was only a couple of days in advance. He also stated he was more than willing to work with those in the neighborhood and Mr. Frasure stated it was a wine tasting room, more like a family situation, rather than a bar.

Trustee Ross-Williams stated that this business had originally consider I-1, light industrial more over in the Michigan Avenue Area. She said she was under the impression that they would eventually want to have outdoor seating and expand from 15 to 50 and this location was not going to work, so she wondered why they wouldn't consider a place that had more parking or expansion in an I-1, light industrial zoning location.

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Mr. Echlin stated to be best of his knowledge there were no I-1 locations that were already food establishment licensed and they would have to do a change of use, which would cost hundreds of thousands of dollars, which frankly they did not have. He said as far as expansion, maybe there would be another location within the Township that could be utilized for that purpose or even the possibility of buying out the car wash. He stated if it were just the manufacturing aspect I-1 would make more sense but that was not the case.

Supervisor Stumbo stated she now was understanding the food aspect of the request. She said she was concerned about some of the things that were listed that had not been addressed previously, and wanted a clear commitment to add them, once the recension was addressed.

Mr. Echlin stated he liked Motion 2, the approval with conditions option.

Trustee Eldridge stated that after reading through the emails that had been exchanged there was an indication there was still eight months from receiving your license from the LCC. Mr. Echlin stated it was only five months now. Trustee Eldridge stated the legal advisor had laid out the proper process and asked Mr. Echlin if he had any objections to following that process. Mr. Echlin stated he had no problem with the process, his only objection was to the specific wording of this motion. Trustee Eldridge stated that unfortunately it was the only way to get to that process and felt we could explain to the Liquor Commission, and he felt it didn't really shed a negative light on the applicant but rather on the Township. Trustee Eldridge stated his concern that the Board had been given legal advice which they should follow in order to establish Township Ordinance, and he felt it should not harm the applicant because they ought to be able to get this taken care of within that five month timeframe.

Clerk Lovejoy Roe said she specifically asked Attorney King if the Board was required to rescind, based on the knowledge presently available, and the Attorney stated it was up to the Board. She reported they had approved three in the past, Unity Vibrations, 3 Ring Brewery and Swallow Lane without all the proper process and we could approve Maniacal Mead to include the changes. Clerk Lovejoy Roe stated it was her desire to have a couple of members of the Board and staff to meet with the attorney's and get the Ordinance fixed for the future. She said the Board even voted for the transfer of license for Los Fuentes without it being on the Agenda, and according to the Ordinance, that should not have happened, since a transfer requires the same process. Clerk Lovejoy Roe stated the approval for the Big Boy did not include everything in the packet.

Treasurer Doe stated the information for the Big Boy transfer was in the packet.

Trustee Jarrell Roe thanked Trustee Eldridge for inviting Attorney King to provide her insight into this situation regarding the Ordinance. She stated the problem was not these two applicants but rather the confusion of the process that the Board

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and staff had or had not followed. She felt it was unfair to have granted this license and now to take it away.

Trustee Ross-Williams requested a point of clarification. She said going back to Unity Vibrations, three of the Board Members were not on the Board at that time, but everyone was for the Swallow Lane, 3 Ring Brewery and Big Boy. She reported the law had changed on December 19th and asked if attorney counsel would be able to clarify. She was under the impression that was the reason for the memo change. She stated her opinion that the process needed to be in place before anything was ever brought before the Board. She stated, based on her conversation with Attorney King the Motion to Rescind was the correct thing to do instead of a Motion to Amend.

Treasurer Doe stated he had been here 20 years and had never seen a request to table item an item be denied. And he felt if that had been granted, the Board would have all the questions answered and the Board could have moved forward instead of having the current scenario.

Supervisor Stumbo stated procedurally the motion before the Board was to rescind the local government approval that was previously granted, so the need was to vote on the motion, amend the motion or withdraw the motion.

Trustee Wilson asked if there had been any amendment of acceptance of an amendment to the motion, which Supervisor Stumbo stated there had not been.

Trustee Wilson moved to make an amendment to not rescind the license.

Supervisor Stumbo stated that could not be done, since there was a motion to rescind, you could vote no on that and then you could amend it to include other things.

Trustee Wilson wanted to amend the rescension with the conditions that Supervisor Stumbo read earlier into the approval.

Discussion followed regarding the correct motion at this time.

Supervisor Stumbo stated there is a motion and support to rescind. All in Favor of request to Rescind Local Governmental Approval of a Small Winemaker License and an On Premise Tasting Permit for Patrick Echlin and Jeffrey Frasure to be Located at 1497 Ecorse Road.

Jarrell Roe:	No	Eldridge:	Yes	Ross-Williams:	Yes
Lovejoy Roe:	No	Doe:	Yes	Wilson:	No
Stumbo:	Yes				

The motion passed.

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A motion was made by Trustee Ross-Williams, supported by Treasurer Doe to approve the Request for Local Government Approval for a Small Winemaker License for Patrick Echlin and Jeffrey Frasure to be located at 1497 Ecorse Rd.

Clerk Lovejoy stated that she believed Trustee Ross Williams had read the incorrect motion from her memo. Trustee Ross Williams stated that she wanted two separate motions, one for the small winemaker, that she originally thought she was voting on, and one for the on premise tasting permit.

Clerk Lovejoy Roe offered an alternative or amendment that both the license and permit be approved together with the conditions that the fire department approved occupancy, they do not have to go to the Township Liquor Commission. Supervisor Stumbo added approved architectural plan with entrance/exit door in the back, maximum occupancy of 15, if seating is provided barrier free access is provided, the owner is to provide a notarized affidavit stating occupant load is not to exceed 15 because that will trigger a second bathroom, approval of business license registration, building, planning, and fire department approval and review of the lease by the Township Attorney.

Treasurer Doe seconded the amendment to the motion.

Clerk Lovejoy Roe stated that if Trustee Ross Williams would accept that as a friendly amendment there would only need to be one vote.

Trustee Ross-Williams asked if this was going before the Liquor Commission or not. Both Supervisor Stumbo and Clerk Lovejoy Roe answered "No".

Trustee Jarrell Roe commented if we were going to change our process to follow the Ordinance, a part of that Ordinance required them going before the Liquor Commission. Clerk Lovejoy Roe stated the Liquor Commission doesn't exist per the Ordinance.

Trustee Eldridge stated, according to the Attorney, the Ordinance that speaks to this issue was 37-25.

Trustee Ross Williams stated she rejected the friendly amendment because she was the original motioner.

Supervisor stated that we were back to the original request. Clerk Lovejoy Roe stated that technically we were not back to the original motion and since Trustee Ross Williams had refused her friendly amendment both motions would have to be voted on.

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Clerk Lovejoy Roe stated it was not in our law to go to the Liquor Commission. She said we didn't send the transfer last month to the Liquor Commission and it was supposed go there. She stated the Liquor Commission only made recommendations and the Board could vote opposite of their recommendation, if they chose, but the Liquor Commission doesn't exist per the Ordinance.

Supervisor Stumbo asked Attorney Angela King for clarification. Attorney King reported Trustee Eldridge had pointed out the correct section, 37-25, regarding applications. Attorney King stated her recommendation would be to follow the ordinance with the requirements in the ordinance.

Supervisor Stumbo stated we should waive the \$1,000 fee.

Attorney Winters stated the Liquor Control Committee had been here as a recommending, advisory sub-committee to the Township Board since his arrival in 1984. He stated the only thing he needed to see was a copy of the lease. He stated approval could be given because the body had vetted the process.

Supervisor Stumbo restated that the law changed on December 19, 2018 and that had changed everything on these tasting facilities, regarding mead, beer and wine. She asked Attorney Winters what his recommendation was at this point.

Attorney Winters stated the Board was not doing violence to the Ordinance by giving approval with the conditions attached.

Trustee Jarrell Roe thanked Attorney Winters for his clarification but felt it was still going back to the flaw that the Board did not follow the correct process and going forward that needed to be done.

Trustee Ross-Williams asked who would ever see the lease.

Clerk Lovejoy Roe stated the five year lease was currently in the packet before the Board.

Supervisor Stumbo stated that if she understood Attorney Winters correctly the Board had vetted the information and it could be approved if the Liquor Committee agreed.

Treasurer Doe gave his approval, Trustee Wilson stated he was okay and Trustee Eldridge stated he wanted it to go before the Liquor Committee.

Clerk Lovejoy Roe stated she didn't feel that the intent of the Ordinance was to make these small businesses pay the \$1,000 fee.

Treasurer Doe stated his view that the \$1,000 fee was too low for the Class C License but agreed it was too high for the small brewery and wine tasting businesses.

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Trustee Ross-Williams requested to go back to her original motion.

Clerk Lovejoy Roe stated there was an amendment to that motion that Trustee Ross Williams did not agree to as friendly. Clerk Lovejoy Roe stated the amendment should be voted on first.

Trustee Ross Williams asked if the motion she had made that was seconded, was nowhere. Clerk Lovejoy Roe stated her motion was still on the floor.

Supervisor Stumbo asked if Trustee Ross Williams wanted them to be voted on separately. Clerk Lovejoy Roe replied that since Trustee Ross Williams did not accept her amendment as friendly, they would have to be voted on separately.

Trustee Ross Williams stated that she would like to have a vote on the original motion she made.

Clerk Lovejoy Roe stated the amendment would have to be voted on first and restated the amendment.

Trustee Ross Williams stated she did believe that moving forward the applicant should have the conditions in the amendment.

The motion to amend was restated that was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the On Premise Tasting Permit subject to the following conditions:

- **Occupancy approved by the Fire Department**
- **Architectural plans with exit/entrance door in the rear**
- **Maximum occupancy of 15**
- **If seating is provided, barrier free access is provided**
- **Owner to provide a notarized affidavit stating occupant load not to exceed 15, because that will trigger a second bathroom**
- **Approval of business license registration**
- **Building, Planning and Fire Dept. approval**
- **Review of the lease by the Township Attorney**

The motion passed with Trustee Eldridge and Trustee Ross-Williams voting nay.

The Original motion was repeated:

A motion was made by Trustee Ross-Williams, supported by Treasurer Doe to approve the Request for Local Government Approval for a Small

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Winemaker License for Patrick Echlin and Jeffrey Frasure to be located at 1497 Ecorse Rd.

The motion carried unanimously.

Supervisor Stumbo acknowledged the applicants had left and now were unaware their request had been approved.

NEW BUSINESS

- 1. REQUEST TO APPROVE CHANGE ORDER WITH MOLNER ROOFING FOR THE CIVIC CENTER ROOF IN THE AMOUNT OF \$48,636.50 TO BE BUDGETED IN LINE ITEM #101-970-000-975-141**

Attorney Winters stated this contract had originally been awarded to Molner Roofing, but before work had commenced there had been discussion from the engineers and Building officials that some of the specifications that were bid out that were not in keeping with the Township Code requirements.

Trustee Jarrell Roe asked if the bidding process was done again after this discovery.

Jessica Howard, with OHM stated the prices with the Change Order had been compared and found to be industry standards, so the Order was amended to reflect those changes.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe To Approve Change Order With Molner Roofing For The Civic Center Roof in the Amount of \$48,636.50 to be Budgeted In Line Item #101-970-000-975-141.

The motion carried unanimously.

- 2. 1st READING OF PROPOSED ORDINANCE 2019-484, AN ORDINANCE PROHIBITING RECREATIONAL MARIJUANA ESTABLISHMENTS WITHIN YPSILANTI TOWNSHIP AS PROVIDED BY THE RECREATIONAL MARIJUANA BALLOT INITIATIVE 1 OF 2018**

Clerk Lovejoy Roe read into the record a letter from Attorney Angela King, dated February 4, 2019. (See attached)

Clerk Lovejoy Roe read the 1st Reading of Proposed Ordinance 2019-484 into the record.

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A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to approve the 1st Reading of Proposed Ordinance 2019-484, an Ordinance Prohibiting Recreational Marijuana Establishments Within Ypsilanti Township as Provided by the Recreational Marijuana Ballot Initiative 1 of 2018. (See Attached)

Treasurer Doe reported he had received two emails, one from Julia Sullivan and one from Nichole VanBlaricum voicing opposition to prohibiting Recreational Marijuana Establishments.

Clerk Lovejoy stated she had received six or seven emails in opposition. (See attached)

Supervisor Stumbo reported if no action was taken, these establishments would be allowed anywhere.

Attorney Angela King provided clarification regarding recreational marijuana, not to be confused with medical marijuana, which was not involved here in any way. She stated the state law required that there be regulations in place to govern these businesses and so far they have not been adopted. Attorney King said safety and security standards needed to be adopted for the buildings to be affected. She stated the Bureau of Marijuana Regulation which had just been created would require a lot of territory to be covered on a local level regarding regulations. She reported the Medical Marijuana Facilities Act which covers the growers, processors and sellers specifically stated if communities voted to allow those types of businesses, they had to specifically act in terms of adopting ordinances. Attorney King stated the new law was different, if you don't do anything, you are automatically allowing every single type of business created under the recreational marijuana ballot initiative. She explained the danger was, even if you want to consider businesses it was prudent to explore the regulations the state will require first and then you can decide if this is satisfactory or do we want to add another layer for our municipality, before the flood gates were opened and the businesses were already up and running.

Attorney King stated the second important issue was zoning. She explained all our businesses in the Township had to comply with the zoning requirements and the Township would need to figure out the number and types of establishments to allow. She said if a license was issued at this point, before the state law was even figured out, that business could locate anywhere and without any local regulation. She stated once the state law was in place then the Board could revisit this issue and give this subject thoughtful consideration.

Trustee Ross-Williams corrected Attorney King by stating as of January 31, there were 215 municipalities that had opted out. She stated she had called MTA today to get some clarification and she understood if you opted out you could opt back in, and you could clarify which aspects you wanted.

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Attorney King stated that the municipality could not only decide the types of businesses you wanted but how many as well. She stated the criteria for people applying for licenses could be decided as well. She stated that LARA was only dealing with the medical marijuana at this point in time.

Clerk Lovejoy Roe asked if anyone had a license yet and Attorney Winters answered they did not. She voiced her opinion that the Board should discuss and decide what they wanted the Ordinance to say.

Supervisor Stumbo voiced her appreciation for Attorney King bringing this item forward so the Board could exercise caution.

Trustee Jarrell Roe asked if it would be a good idea to be proactive.

Attorney King explained from a practical standpoint in thinking what kind of regulations the Township would want, it was such a broad area to consider because there was such a difference, for example, you have the growers, the processors, the testers, the transporters and the sellers and we would have to consider regulations for each one of those individual businesses in terms of what was in the best interest of the Township. She stated she personally did not know enough in terms of what would be valuable in drafting regulations for those different areas. She explained it was going to be difficult enough for LARA to develop everything, making it impossible for a single community to tackle it all and then consider the aspect of zoning which is a whole different subject matter.

Trustee Jarrell Roe asked Attorney King if she could speculate a time line for LARA to come out with their regulations.

Attorney King stated the law said if there were no regulation in place by Dec. 6, 2019, a person can go directly to the Township and request a license, and no one wanted that to happen. She explained if we adopt the Ordinance and someone goes to apply then the State will check and see if the Township has opted out and then deny the license, but if we don't have the ordinance in place and someone goes to get a license they will be able to do so and the Township could not exercise any local control over that business.

Trustee Ross Williams stated she wanted it on the record that this ordinance would provide local control over these businesses to the Township.

Arloa Kaiser stated that she was opposed to recreational marijuana.

Andrea Pierce stated that she felt the Board should consider not putting an ordinance on the recreation marijuana because two thirds of the county voted in favor of it.

Timothy Bussell stated that he was opposed to the ordinance and that the Township voted in favor of recreational marijuana.

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Tanya Lynn stated that she felt the Board should take more time before imposing an ordinance and that Washtenaw County voted in favor of recreational marijuana.

Attorney Winters stated that this ordinance does not repeal the state law in regard to recreational marijuana. It will allow the Township to control which businesses are included and the zoning area for the businesses.

Denise Kirchoff stated that other municipalities had set up committees to explore this issue and that she felt the Board should have done so, as well.

Linda Mealing stated she is not in favor of recreational marijuana.

Christina Wido thanked Trustee Jarrell Roe for posting this issue on Facebook and stated that she was not in favor of the ordinance and that she felt the money from these businesses could be impactful to local schools.

Trustee Jarrell Roe stated that she would be willing to vote on this ordinance now and then bring forward a motion to create a committee to look at this issue.

Supervisor Stumbo stated she felt it would be best to bring a request for that to a later Board meeting to appoint members to the committee.

Trustee Ross-Williams described the difference between a referendum and legislature enacted law. She agreed with Trustee Jarrell Roe that a committee would be good idea and offered to serve. She stated it was her duty to make sure all our citizens were represented.

Trustee Wilson definitely favored a committee and also offered his services. He stated it was very important to make sure the Recreational Marijuana Establishments were zoned appropriately.

Clerk Lovejoy Roe requested, for the record, for IT to unblock the computer block regarding marijuana so Board members could do research. She also suggested the Board change the ordinance to say Ypsilanti Township was committed to research this issue, vote on the 1st Reading and then bring back the appropriate information before the 2nd Reading, to be able to move forward.

A motion was made by Trustee Jarrell Roe, supported by Trustee Wilson to table this Agenda item until further direction from the Board.

Jarrell Roe:	Yes	Eldridge:	Yes	Ross-Williams:	Yes
Clerk Lovejoy Roe:	Yes	Doe:	No	Wilson:	Yes
Stumbo:	Yes				

The motion passed.

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Andrea Pierce, Township Resident asked if the public was able to come and be part of the committee meetings. Supervisor Stumbo stated the meetings were public.

3. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE FOR FUNDING FOR IMPROVEMENTS TO FOLEY AVE.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve Agreement with Washtenaw County for Subaward of Federal Financial Assistance for Funding for Improvements to Foley Ave. (See Attached)

Supervisor Stumbo stated Attorney Winters had requested ADA Compliance and it had been added.

Attorney Winters reported the Township would receive \$130,000.00 from the County who, in turn would receive the funds from HUD to make these much needed improvements to Foley Ave. Attorney Winters requested ADA compliance for the driveways from whoever was doing the work.

An addition was added for clarity in indemnifying the Township regarding ADA compliance.

The motion with change carried unanimously.

At this point in the meeting Clerk Lovejoy Roe offered an apology to Tonya Lynn after reading a post on Facebook that she said Tanya had made stating she had been interrupted and then completely ignored while she was waiting to speak. Clerk Lovejoy Roe said it she was sure that no one would do that intentionally and was sorry she felt it had happened.

4. REQUEST TO APPROVE SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN YPSILANTI TOWNSHIP, YPSILANTI COMMUNITY UTILITY AUTHORITY, TRENCHLESS SOLUTIONS INC. AND JA UTILITIES

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Settlement Agreement and Mutual Release between Ypsilanti Township, Ypsilanti Community Utilities Authority, Trenchless Solutions Inc. and JA Utilities and allow to sign. (See Attached)

The motion carried unanimously.

- 5. REQUEST TO APPROVE A PROFESSIONAL SERVICES CONTRACT WITH BARR ENGINEERING TO ASSIST HYDRO OPERATIONS IN COMPLETING THE FIVE YEAR EMERGENCY ACTION PLAN FUNCTIONAL EXERCISE AND REPORT AS REQUIRED BY THE FEDERAL ENERGY REGULATORY COMMISSION (FERC) IN THE AMOUNT OF \$26,000.00 BUDGETED IN LINE ITEM #252-252-000-801-000**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to approve a Professional Services Contract with Barr Engineering to Assist Hydro Operations in completing the Five Year Emergency Action Plan Functional Exercise and Report as Required by the Federal Energy Regulatory Commission (FERC) in the amount of \$26,000.00 Budgeted in Line Item #252-252-000-801-000, Contingent Upon Attorney Approval (See Attached)

The motion carried unanimously.

- 6. REQUEST APPROVAL OF AGREEMENT WITH WASHTENAW COUNTY FOR SERVICES IN RELATION TO REIMAGINE WASHTENAW FOR YEARS 2019 AND 2020 IN THE AMOUNT OF \$3,000.00 PER YEAR BUDGETED IN LINE ITEM #101-956-000—801-000**

A motion was made by Trustee Ross-Williams, supported by Trustee Jarrell Roe to Approve Agreement with Washtenaw County For Services in Relation to Reimagine Washtenaw for Years 2019 and 2020 in the Amount of \$3,000.00 per year Budgeted in Line Item #101-956-000-801-000. (See Attached)

Supervisor Stumbo reported this project with sidewalks had been ongoing for the last seven or eight years and this was a reduction from \$5,000.00 a year.

The motion carried unanimously.

- 7. REQUEST TO APPROVE AGREEMENT WITH ISSUE MEDIA GROUP FOR ON THE GROUND PROGRAM 2019 IN THE AMOUNT OF \$12,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000**

A motion was made by Clerk Lovejoy Roe supported by Trustee Jarrell Roe to Approve Agreement with Issue Media Group for On The Ground

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF FEBRUARY 5, 2019 REGULAR MEETING
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Program 2019 in the Amount of \$12,000.00 budgeted in Line Item #101-956-000-801-000. (See Attached)

Trustee Jarrell Roe stated Concentrate Media had been doing some great pieces regarding the Township since this had been approved last year.

Trustee Ross-Williams thanked Supervisor Stumbo for a successful resolution to her request a few months ago to have coverage stepped up.

The motion carried unanimously.

**8. REQUEST TO APPROVE RETAINER AGREEMENT WITH
GOVERNMENTAL CONSULTANT SERVICES FOR YEARS 2019, 2020
AND 2021 BUDGETED IN LINE ITEM #101-101-000-801-000**

A motion was made by Treasurer Doe, supported by Trustee Wilson to approve Retainer Agreement with Governmental Consultant Services for Years 2019, 2020 and 2021 Budgeted in Line Item #101-101-000-801-000. (See Attached)

The motion carried unanimously.

**9. REQUEST TO ACCEPT A DONATION OF A BIKE STAND FROM
FRIENDS OF THE BORDER TO BORDER TRAIL TO BE LOCATED AT
LOONFEATHER PARK**

A motion was made by Trustee Ross-Williams, supported by Trustee Jarrell Roe to Accept a Donation of a Bike Stand From Friends of the Border To Border Trail to be Located at Loonfeather Park.

Supervisor Stumbo voiced her appreciation for this welcome addition to the Township which would afford more opportunities for residents to enjoy biking.

The motion carried unanimously

**10. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR
AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO
ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 8734
LILLY DR. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE
ITEM #101-950-000-801-023**

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Request of Mike Radzik, OCS Director for Authorization to

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Seek Legal Action If Necessary to Abate Public Nuisance For Property Located at 8734 Lilly Dr. in the Amount of \$10,000.00 Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously

11. 2019 CONTRACTS AND RENEWALS

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Accept 2019 Contracts and Renewals.

The motion carried unanimously.

12. BUDGET AMENDMENT #2

Clerk Lovejoy Roe read the Budget Amendment into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer to approve Budget Amendment #2. (See Attached)

The motion carried unanimously.

OTHER BUSINESS

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

The motion carried unanimously

The meeting was adjourned at 9:43 p.m.
Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**McLain & Winters
61 N. Huron
Ypsilanti, MI 48197
(734) 481-1120
(734) 481-8909 FAX**

Memo

To: Ypsilanti Township Board of Trustees
From: Angela King
Date: February 4, 2019
Re: Proposed Recreational Marijuana Ordinance

In November 2018, Michigan voters approved the legalization of recreational marijuana (Recreation Marijuana Ballot Initiative 1 of 2018). This Ballot Initiative is not to be confused with the Michigan **Medical** Marijuana Act passed in 2008 which legalized **medical** marijuana or the Michigan **Medical** Marijuana **Facilities** Act passed in 2016. The 2008 Medical Marijuana Ballot Initiative, the 2016 Medical Marijuana Facilities Act and the 2018 Recreational Marijuana Ballot Initiative are three separate laws. The proposed Ordinance **only** relates to the 2018 Recreational Marijuana law. It does **not** affect medical marijuana patients' rights or medical marijuana caregivers rights under the 2008 Medical Marijuana Act. The proposed ordinance does not affect an individual's right under to grow up to 12 marijuana plants for personal use or a caregiver's right to grow up to 72 plants for their patients and themselves. The only area that the proposed ordinance concerns are potential **recreational marijuana businesses** within the Township.

What is a recreational marijuana business ?

Under the 2018 law, a recreational marijuana business, includes a number of different types of commercial enterprises: (1) recreational marijuana growers and sellers of up to 2,000 marijuana plants; (2) recreational marijuana safety compliance facilities (testing facilities for potency and presence of contaminants); (3) recreational marijuana processors (preparation of marijuana plant by compounding, blending, extracting,

infusing marijuana); (4) recreational marijuana microbusinesses (cultivates, processes and packages 150 marijuana plants); (5) recreational marijuana retailer (retail sale of marijuana); and (6) recreational marijuana transporters (transports marijuana to and from other marijuana establishments).

Township Boards have the right, under the 2018 Ballot Initiative, to decide whether large scale commercial recreational marijuana businesses are permitted within their communities.

The Recreational Marijuana Act of 2018 does not have a specific deadline for when a municipality must act if it wishes to opt out (prohibit) recreational marijuana establishments. However, under the new law, **if a Township does not take action to prohibit commercial recreational marijuana businesses, they are automatically allowed.**

A number of cities and townships have already adopted ordinances which prohibit recreational marijuana establishments within their borders. It is important that this issue be considered and decided by the Board since non-action under the Recreational Marijuana Act is considered permission to locate within the Township. Once a recreational marijuana establishment is licensed and operating within a Township which has not adopted an ordinance prohibiting such establishments, the business will be allowed to continue so long as the operation complies with state law and regulations.

I have drafted a proposed ordinance which, if adopted, will, prohibit recreational marijuana businesses within the Township. If in the future, this Board or future Boards wish to revisit the issue, the ordinance may be changed. If the ordinance is not adopted, all types of recreational marijuana businesses will automatically be allowed to locate within the Township.

If the Ordinance is adopted, it will preserve the status quo and allow time for the State to adopt regulations governing how this new law will be applied to commercial marijuana businesses. Maintaining the status quo will also enable you to learn from other communities that allow commercial marijuana businesses to operate within their borders. This will help you to decide whether permitting marijuana businesses in Ypsilanti Township will add or detract from the overall community environment. It will also allow time to consider other important questions such as zoning districts and

other special considerations that the Township may have regarding recreational marijuana businesses.

.

End memo.

Angela B. King

Zimbra**Istanfield@ytown.org**

Fwd: Recreational pot shops

From : Heather Jarrell Roe Tue, Feb 05, 2019 02:38 PM
<hjarrellroe@ytown.org>

Subject : Fwd: Recreational pot shops

To : kloveyjoyroe@ytown.org,
Istanfield@ytown.org

Begin forwarded message:

From: Daniel Decker <ddecker1990@yahoo.com>
Date: February 5, 2019 at 10:44:12 AM EST
To: hjarrellroe@ytown.org
Subject: Recreational pot shops

I support recreational marijuana shops opening in Ypsilanti township. I think the city will definitely approve and think the township should welcome new businesses especially in the east end of the township(Michigan Ave/Ecorse rd/Willow Run area) where any type of investment in the community would be greatly appreciated by the citizens.

Sincerely, Dan Decker
405 N Harris Rd
Ypsilanti Township

Zimbra**Istanfield@ytown.org**

Fwd: Recreational dispensaries

From : Heather Jarrell Roe Tue, Feb 05, 2019 02:38 PM
<hjarrellroe@ytown.org>

Subject : Fwd: Recreational
dispensaries

To : kloveyjoyroe@ytown.org,
Istanfield@ytown.org

Waiting for address

Begin forwarded message:

From: Gynelle Beal <gbeal145@gmail.com>
Date: February 5, 2019 at 10:49:54 AM EST
To: Hjarrellroe@ytown.org
Subject: Recreational dispensaries

I support having them and would be very upset if Ypsilanti passed up this lucrative opportunity. Beyond that there are a lot of people who don't have the means to go all the way to ann arbor to get what they need. It seems unfair to those with disabilities - who voted for recreational MJ - to be told their vote was tossed out and that they had better find a way to get to another town if they want to use the thing they voted for.

Zimbra**Istanfield@ytown.org**

Fwd: Recreational Marijuana Establishments Ordinance

From : Heather Jarrell Roe Tue, Feb 05, 2019 02:37 PM
<hjarrellroe@ytown.org>

Subject : Fwd: Recreational
Marijuana Establishments
Ordinance

To : Istanfield@ytown.org

Waiting for her address

Begin forwarded message:

From: Julie Sampson
<julie.m.sampson@gmail.com>
Date: February 5, 2019 at 2:23:10 PM EST
To: [Hjarrellroe@ytown.org](mailto:hjarrellroe@ytown.org)
**Subject: Recreational Marijuana
Establishments Ordinance**

Dear Heather Roe,

I am writing to express my opinion on the issue of prohibiting recreational marijuana establishments in Ypsilanti. I firmly believe as a homeowner and mother in Ypsi that prohibiting these facilities is wrong. Ypsilanti should be welcoming to legal

businesses and especially welcoming of new tax revenue. The best way to keep the people of Ypsi safe is to keep legal activities (like recreational smoking) close and safely overseen.

I hope that the board votes tonight in a way that reflects the best interest of Ypsilanti, please vote no on this ordinance.

Thank you for your attention,
Julie Sampson

Zimbra**Istanfield@ytown.org**

Fwd: Marijuana Ordinance

From : Heather Jarrell Roe Tue, Feb 05, 2019 02:37 PM
<hjarrellroe@ytown.org>

Subject : Fwd: Marijuana
Ordinance

To : kloveyjoyroe@ytown.org

Cc : Istanfield@ytown.org

Begin forwarded message:

From: "K. Hall" <kris.hall187@gmail.com>
Date: February 5, 2019 at 12:59:17 PM EST
To: Heather Jarrell Roe <hjarrellroe@ytown.org>
Subject: Re: Marijuana Ordinance

Sure, 1068 East Forest Ave Ypsilanti, MI 48198

Thanks!

On Tue, Feb 5, 2019 at 12:56 PM Heather Jarrell
Roe <hjarrellroe@ytown.org> wrote:

Thank you, can you provide me your address for
the minutes?

> On Feb 5, 2019, at 12:54 PM, K. Hall
<kris.hall187@gmail.com> wrote:
>
> Ypsilanti township resident.
> I cannot make the meeting tonight, but I
oppose this measure and will vote OUT anyone
who votes in favor of moving this forward.
>
> The people of Michigan overwhelmingly voted
yes, leave it be. Make money off of it.
Ypsilanti Township Homepage - <https://ytown.org>

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE NO 2019-484

An Ordinance Prohibiting Recreational Marijuana Establishments within Ypsilanti Township as Provided by the Recreational Marijuana Ballot Initiative 1 of 2018

The Charter Township of Ypsilanti hereby ordains that pursuant to the authority granted to municipalities in the Recreational Marijuana Ballot Initiative 1 of 2018, otherwise known as the Michigan Regulation and Taxation of Marijuana Act (the Act), as amended, marijuana establishments as defined in the Act, are prohibited within the boundaries of Ypsilanti Township.

Penalty for Violations: Violation of this Ordinance constitutes a municipal civil infraction punishable by a \$500 fine. The violator shall be required to pay all direct and indirect expenses incurred by the Township in connection with the prosecution of the civil infraction. Each day during which a violation continues to exist shall be a separate offense.

The Township may seek injunctive relief against persons alleged to be in violation of this Ordinance and such other relief as may be provided by law.

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.

COUNTY OF WASHTENAW, MICHIGAN

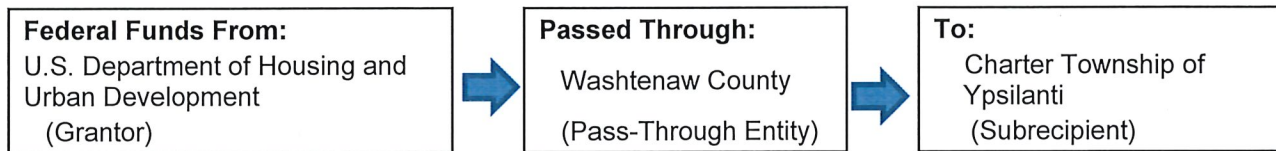
Agreement for Subaward of Federal Financial Assistance

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this **15th day of January, 2019**, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, **the Charter Township of Ypsilanti**, located at 7200 S. Huron River Drive, Ypsilanti, MI 48197, (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the **U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) Program** as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement



ARTICLE I – REQUIRED DATA ELEMENTS

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

Subrecipient Name (must match registered name in DUNS)	Charter Township of Ypsilanti
Subrecipient DUNS Number	
Federal Award Identification Number (FAIN)	\$154,280 - B-18-UC-26-006
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	2018 – September 19, 2018
Subaward Period of Performance (start and end date)	1/15/2019-12/31/2019
Amount of Federal Funds Obligated by this Agreement	\$154,280.00
Total Amount of Federal Funds Obligated to the Subrecipient	\$154,280.00
Total Amount of the Federal Award	2018 – \$2,109,235.00

Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	This contract includes support of eligible costs associated with milling the existing pavement, structure adjustments, ADA sidewalk ramps, and the placement of a 3 inch HMA resurfacing of Foley Avenue in the Charter Township of Ypsilanti.
Name of Federal Awarding Agency	Department of Housing and Urban Development (HUD)
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Gregory Dill 220 N Main PO Box 8645 Ann Arbor, MI 48107 Phone: 734-222-6850
CFDA Number and Name	14 218 – Community Development Block Grant
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	Not applicable

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

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will be responsible for administering Charter Township of Ypsilanti road improvements for the eligible costs of working with the Washtenaw County Road Commission to make improvements to Foley Avenue (which runs between S. Harris Road to Andrea Street) to include milling the existing pavement, structure adjustments, ADA sidewalk ramps, and the placement of a 3 inch HMA resurfacing.

The contract will be paid for with 2018-2019 Urban County CDBG funding, **not to exceed One Hundred Fifty Four Thousand Two Hundred Eighty Dollars and Zero Cents (\$154,280)**, in accordance with the specifications described in this agreement and the budget in Attachment B. The Charter Township of Ypsilanti will be responsible for covering any remaining costs in excess of \$154,280.

ARTICLE III - PAYMENT AND CASH MANAGEMENT

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

Section 1 - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to Tara Cohen, CDBG Management Analyst, and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports **as requested to Deb Truhn**. The Subrecipient shall submit programmatic reports **as requested to Tara Cohen**.

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of three years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request.

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient and/or subcontractors shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement subject to the provisions 2 CFR 200.318.

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V - TERM

This agreement begins on **January 15, 2019** and ends on **December 31, 2019, with an option to extend an additional 6 months**. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt 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 federal funds awarded under this agreement.

Section 4 - The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

1. Standard Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
3. Audit Certification

ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.
2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE VIII- PERSONNEL

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

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

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE X - INDEMNIFICATION AGREEMENT

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

ARTICLE XI- INSURANCE REQUIREMENTS

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

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this agreement.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County

or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County *c/o: Office of Community and Economic Development, 415 West Michigan Ave, Suite 2200, Ypsilanti, MI 48197, Contract # _____*, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

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

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

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

ARTICLE XIV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

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 Subrecipient 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 Subrecipient, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XVI - 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 agreement with the County to pay their employees under that agreement, a minimum of either \$13.22 per hour with benefits or \$14.75 per hour without benefits. Agreementor agrees to comply with this Ordinance in paying its employees. The Subrecipient 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, 2019 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

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

ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

ARTICLE XXI - PAYROLL TAXES

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

ARTICLE XXII - PRACTICE AND ETHICS

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

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

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

The County and the Subrecipient agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation. This is not to be construed as a waiver of governmental immunity for either party.

ARTICLE XXV - EXTENT OF AGREEMENT

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

ARTICLE XXVI – PRIVACY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXVII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

ARTICLE XXVIII - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

ATTESTED TO: WASHTENAW COUNTY (Pass-Through Entity)

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

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:
(Subrecipient)

CHARTER TOWNSHIP OF YPSILANTI

By: _____
Teresa Gillotti (DATE)
Director

BY: Brenda Stumbo _____
Brenda Stumbo (DATE)
Township Supervisor Feb. 13, 2019

By: Karen Lovejoy Roe _____
Karen Lovejoy Roe (DATE)
Township Clerk Feb. 13, 2019

APPROVED AS TO FORM:

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

STANDARD ASSURANCES - CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- 16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Diana L. Stumbo / Karen Lovvay Roe

 Signature of Subrecipient's Authorized Representative

Brenda L. Stumbo / Karen Lovvay Roe

 Name of Subrecipient Organization

Supervisor / Clerk

 Title of Subrecipient's Authorized Representative

Feb. 13, 2019

 Date Submitted

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, 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: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Charter Township of Ypsilanti
Name of Subrecipient Organization

Brenda L. Stumbo / Karen Lovjoy Poe
Printed Name and Title of Subrecipient's Authorized Representative

Supervisor Clerk
Brenda L. Stumbo / Karen Lovjoy Poe
Signature of Subrecipient's Authorized Representative

Feb. 13, 2019
Date

Subrecipient Audit Certification

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program: Community Development Block Grant Program CFDA Number: _____

Subrecipient Information:

Organization Name: Charter Township of Ypsilanti

Street Address: 7200 S. Huron River Dr.

City, State, Zip Code: Ypsilanti, MI 48197

Independent Audit Firm: Post, Smythe, Lutz, and Ziel LLP

Certification for Fiscal Year Ending (mm/dd/yyyy): June 1, 2018

(Check appropriate box):

I certify that the Subrecipient shown above **does not expect** to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.

I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

Brenda L. Stumbol / K. L. Pap
Signature of Subrecipient's Authorized Representative

Feb. 13, 2019
Date

Brenda L. Stumbol / Karen Lougoy Roe

For Washtenaw County Use Only

Reviewed By: _____ Date: _____

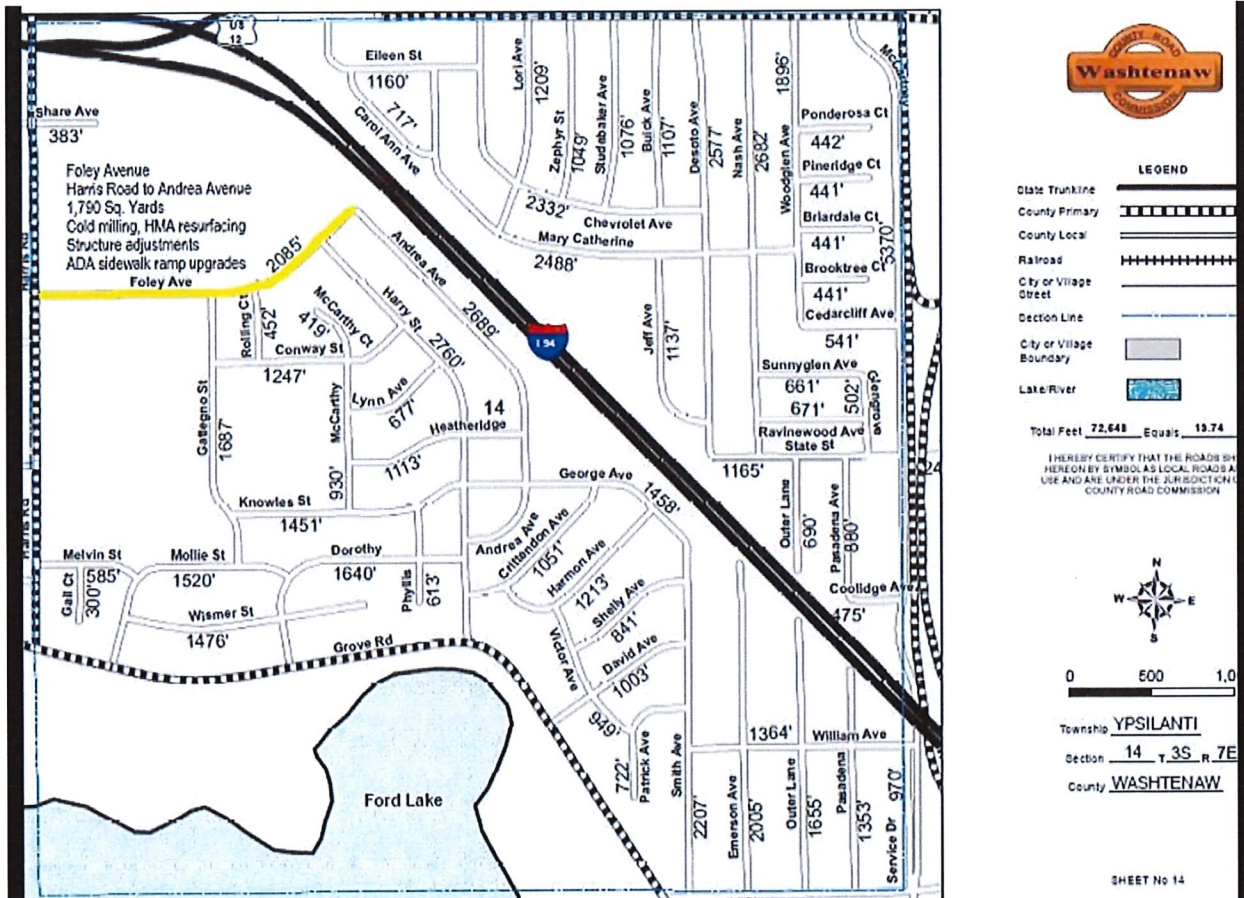
ATTACHMENT A- SCOPE AND LOCATION OF SERVICES & PROJECT TIMELINE

NARRATIVE DESCRIPTION/ SCOPE OF WORK:

WASHTENAW COUNTY will contract with the **CHARTER TOWNSHIP OF YPSILANTI** for the eligible costs of improving Foley Avenue, as described in the Scope of Services, to meet the American's with Disabilities Act (ADA) and Uniform Federal Accessibility Standards (UFAS). The Charter Township of Ypsilanti will contract with the Washtenaw County Road Commission (WCRC), and WCRC will carry out the work described in the Scope of Services. The Township will pay WCRC directly for this project, and Washtenaw County will reimburse the Township for eligible project costs upon receipt of all required documentation. This road improvement project will be paid for with 2018 CDBG funding in accordance with the budget in Attachment B.

Project Location

Charter Township of Ypsilanti – Foley Avenue from S. Harris Avenue easterly to Andrea Street, for total approximate 2,085 lineal feet.



Contract # _____

PROJECT TIMELINE:

Activity	Deadline
WCRC will award contract to most responsible and responsive bidder.	3/5/2019
Contractor will begin road improvement work.	4/22/2019
Office of Community Development will perform Davis-Bacon Interviews.	4/22/19 – 5/31/19
Contractor will achieve substantial completion of road improvement project.	5/31/2019
Contractor will complete construction and WCRC will perform a final inspection.	5/31/2019
Charter Township of Ypsilanti will submit request for reimbursement from Washtenaw County OCED, along with accompanying proof of payment and original Davis-Bacon payroll forms.	6/28/2019
Project Completion Date: 6/28/2019	

ATTACHMENT B- PROJECT BUDGET**SUMMARY OF TERMS:**

The COUNTY agrees to pay to or on behalf of the TOWNSHIP an amount not to exceed **One Hundred Fifty Four Thousand Two Hundred Eighty Dollars and Zero Cents (\$154,280)**, in 2018-2019 CDBG Funds according to the budget below:

PROJECT BUDGET:

Foley Avenue Road Improvement Budget	
REVENUE SOURCE(S):	TOTAL
Grant Amounts CDBG (2018) - allocation	\$154,280
Other Support (In-Kind)	
Status of Funds	
Total Revenues	\$154,280
PROGRAM EXPENSES	TOTAL
Personnel, Taxes & Fringe Benefits	\$15,120
Construction	\$128,780
Total Expenditures	\$143,900

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is made and entered into the last date set forth on the signature page below by and between Ypsilanti Community Utilities Authority (“YCUA”), Charter Township of Ypsilanti (“Township”), Trenchless Solutions, Inc. (“Trenchless”), and JA Utilities, LLC (“JA”). YCUA, Township, Trenchless and JA may be referred to collectively herein as the (“parties”).

WITNESSETH:

WHEREAS, YCUA and Township have filed a lawsuit against Trenchless, JA and Corby Energy Services, Inc. (“Corby”), which is currently pending in the 14-B District Court for the County of Washtenaw, State of Michigan, being Case No. 18-004173-CV (the “Lawsuit”);

WHEREAS, the Lawsuit seeks damages resulting from the allegedly improper and/or unauthorized opening of a fire hydrant on or about April 9, 2018 in connection with a light installation project at or near the Township’s Civic Center, as further described in the pleadings;

WHEREAS, the parties have agreed to settle and resolve all claims and disputes between them arising out of the facts and circumstances which form the basis for the Lawsuit.

1. Settlement Amounts.
 - 1.1 Trenchless. Trenchless, through its insurance carrier, Hastings Mutual Insurance Company, hereby agrees to jointly pay YCUA and Township the sum of Seven Thousand and 00/100 Dollars (\$7,000.00) as full and final settlement in accordance with the terms of this Agreement.
 - 1.2 JA. JA, through its insurance carrier, EMC Insurance, hereby agrees to jointly pay YCUA and Township the sum of Seven Thousand and 00/100 Dollars (\$7,000.00) as full and final settlement in accordance with the terms of this agreement.
 - 1.3 Payment. The payments shall be made payable to Ypsilanti Community Utilities Authority and shall be sent to the following address: Thomas E. Daniels, Esq., Pear Sperling, Eggan & Daniels, P.C., 24 Frank Lloyd Wright Drive #D-2000, Ann Arbor, Michigan 48105.
 - 1.4 Dismissal. Upon the execution and delivery of this Agreement, the parties shall enter into a stipulation and order for dismissal of the Lawsuit in its entirety with prejudice and without costs to any party, but subject to the provisions of this Agreement and the court’s reservation of jurisdiction for the purpose of enforcement of this Agreement.
2. YCUA Release. In consideration of entering into this Agreement, YCUA does

hereby waive, release and forever discharge Trenchless, JA, Corby, Hastings Mutual Insurance Company and EMC Insurance, together with their representatives, agents, attorneys, successors and assigns, from any and all claims, liabilities and causes of action arising from or out of the acts and occurrences which form the basis of the Lawsuit.

3. Township's Release. In consideration of entering into this Agreement, Township does hereby waive, release and forever discharge Trenchless, JA, Corby, Hastings Mutual Insurance Company and EMC Insurance, together with their representatives, agents, attorneys, successors and assigns, from any and all claims, liabilities and causes of action arising from or out of the acts and occurrences which form the basis of the Lawsuit.
4. Trenchless' Release. In consideration of entering into this Agreement, Trenchless does hereby waive, release and forever discharge YCUA, Township, JA, and EMC Insurance, together with their representatives, agents, attorneys, successors and assigns, from any and all claims, liabilities and causes of action arising from or out of the acts and occurrences which form the basis of the Lawsuit.
5. JA's Release. In consideration of entering into this Agreement, JA does hereby waive, release and forever discharge YCUA, Township, Trenchless and Hastings Mutual Insurance Company, together with their representatives, agents, attorneys, successors and assigns, from any and all claims, liabilities and causes of action arising from or out of the acts and occurrences which form the basis of the Lawsuit.
6. Miscellaneous.
 - 6.1 Binding Effect. All agreements and understandings between the parties hereto are embodied and expressed herein, and the terms of this Agreement are contractual and not a mere recital. The foregoing releases shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties released.
 - 6.2 Voluntary. The parties acknowledge that they have read this Agreement in its entirety and represent that they have executed this Agreement voluntarily, after independent investigation and without fraud, duress, or undue influence.
 - 6.3 No Admission of Liability. It is understood and agreed that this settlement is the compromise of a disputed claim between the parties to this agreement and that the payments made are not to be construed as an admission of liability on the part of the parties hereby released, and that all released parties deny liability therefor, and intend merely to avoid

litigation and buy their peace.

- 6.4 Photocopies. A photocopy of this Agreement may be used as an original.
- 6.5 Signature in Counterparts. This Agreement may be signed in counterparts and when done so shall constitute one and the same instrument.
- 6.6 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Michigan.

THE PARTIES HERETO HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND ALL PROVISIONS CONTAINED THEREIN.

Ypsilanti Community Utilities Authority

Date:

By: _____
Its: _____

Charter Township of Ypsilanti

Date:

By: Daniel L. Stumbo
Its: Brenda L. Stumbo / Karen Lovejoy Roe
Supervisor Feb. 6, 2019 clerk

Trenchless Solutions, Inc.

Date:

By: _____
Its: _____

JA Utilities, LLC

Date:

By: _____
Its: _____

January 23, 2019

Mr. Michael Saranen
Hydro Operations
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

Re: Ford Lake Dam – Emergency Action Plan Exercises

Dear Mr. Saranen:

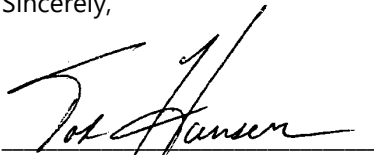
This letter summarizes Barr Engineering Co.'s (Barr's) proposal to assist the Charter Township of Ypsilanti (Township) with an exercise of the existing Emergency Action Plan (EAP) for the Ford Lake Dam hydropower project, as requested in the Federal Energy Regulatory Commission's (FERC's) July 10, 2018 letter to the Township. The purpose of the exercise is to test the EAP, ensure the local agencies understand the inundation maps and other information available in the EAP, observe the actions your personnel and the agencies take during a simulated emergency, and discuss possible changes to the EAP to improve its effectiveness.

Barr will design and facilitate a table top exercise and a functional exercise of the project's EAP, in accordance with FERC Engineering Guidelines for the Evaluation of Hydropower Projects, Chapter 6 – Emergency Action Plans. We will work with the Township to invite appropriate state and local emergency response agencies to the exercises. Barr can provide a meeting space for the exercises at our office in Ann Arbor or meet at Township provided facilities. Within 60 days of completing each exercise, Barr will provide an evaluation report of the exercise including comments from participants and recommendations for modifications to emergency procedures and the EAP.

FERC has requested the exercises be scheduled before September 30, 2019. Barr proposes to complete the exercises and reports between April and August, 2019 depending on the availability of the FERC Engineer, who will likely attend one or both of the exercises.

We propose to complete the tasks provided herein for an estimated fee of \$26,000, using the terms and conditions of our most recent executed Agreement with the Township.

Sincerely,

A handwritten signature in black ink, appearing to read "Tor Hansen", written over a horizontal line.

Tor Hansen, PE
Vice-President

A handwritten signature in black ink, appearing to read "David Hibbs", written over a horizontal line.

David Hibbs, PE
Project Manager

6-4 EMERGENCY ACTION PLAN EXERCISES

6-4.1 General

Licensees should exercise the EAP in coordination with state, local and tribal emergency management authorities, including, but not limited to, entities listed on the Notification Flowchart.

Exercises promote prevention, preparedness, and response to incidents and emergencies, and may also be extended to include recovery operations. Exercising also demonstrates the EAP's effectiveness in an actual situation and demonstrates the readiness levels of key personnel. Periodic exercises result in an improved EAP as lessons learned are incorporated into the updated EAP document.

6-4.2 Types of Exercises

There are seven types of exercises defined in the Homeland Security Exercise and Evaluation Program (HSEEP). The types are divided into discussion-based and operations-based exercises.

Discussion-based Exercises

Discussion-based exercises familiarize participants with current plans, policies, agreements, and procedures, or may be used to develop new plans, policies, agreements, and procedures. The following are types of discussion-based exercises:

- **Seminar.** A seminar is an informal discussion, designed to orient participants to new or updated plans, policies, or procedures, *e.g.*, a seminar to review a new Evacuation Standard Operating Procedure.
- **Workshop.** A workshop resembles a seminar but is used to build specific products, such as a draft plan or policy. For example, a Training and Exercise Plan Workshop is used to develop a Multi-Year Training and Exercise Plan.

- **Tabletop Exercise.** A tabletop exercise involves key personnel discussing simulated scenarios in an informal setting. Tabletop exercises can be used to assess plans, policies, and procedures.
- **Games.** A game is a simulation of operations that often involves two or more teams, usually in a competitive environment, using rules, data, and procedures designed to depict an actual or assumed real-life situation.

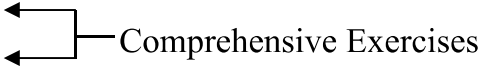
Operations-based Exercises

Operations-based exercises validate plans, policies, agreements and procedures; clarify roles and responsibilities; and identify resource gaps in an operational environment.

Types of operations-based exercises include:

- **Drill.** A drill is a coordinated, supervised activity usually employed to test a single specific operation or function within a single entity, such as testing sirens and warning systems, calling suppliers, checking material on hand, and conducting a call-down drill of those listed on the Notification Flowchart.
- **Functional Exercise.** A functional exercise examines and/or validates the coordination, command, and control between various multi-agency coordination centers, such as Emergency Operation Centers (EOCs) and joint field offices. A functional exercise does not involve any "boots on the ground," such as first responders or emergency officials responding to an incident in real time.
- **Full-Scale Exercises.** A full-scale exercise is a multi-agency, multi-jurisdictional, multi-discipline exercise involving functional, *e.g.*, joint field office, emergency operation centers, and "boots on the ground" response to a simulated event, such as activation of the EOC and role-playing to simulate an actual dam failure.

Of the seven types of exercises, five form the basis for the FERC's EAP Exercise Program:

- Seminar
 - Drill
 - Tabletop Exercise
 - Functional Exercise
 - Full Scale Exercise
- 
- Comprehensive Exercises

A licensee's exercise program should be built from the ground up, beginning with simple exercises and advancing to more complex exercises. Sufficient time should be provided

between each exercise to learn and improve from the experiences of the previous exercise.

Functional and full-scale exercises are considered comprehensive exercises that provide the necessary verification, training, and practice to improve the EAP and the operational readiness and coordination efforts of all parties responsible for responding to emergencies at a dam. The basic difference between these two exercise types is that a full-scale exercise involves actual field movement and mobilization; in a functional exercise, field activity is simulated.

The primary objectives of a comprehensive exercise (functional and full-scale) are listed below:

- Reveal the strengths and weaknesses of the EAP, including specified internal actions, external notification procedures, and adequacy of other information, such as inundation maps.
- Reveal deficiencies in resources and information available to the dam owner and emergency management authorities.
- Improve coordination efforts between the dam owner and emergency management authorities. Close coordination and cooperation among all responsible parties is vital for a successful response to an actual emergency.
- Clarify the roles and responsibilities of the dam owner and emergency management authorities.
- Improve individual performance of the people who respond to the dam failure or other emergency conditions.
- Gain public recognition of the EAP.

The following sections describe the five types of exercises and describe how the exercises relate to the Commission's EAP program. These guidelines include detailed information including exercise terminology and preparing for and performing higher level exercises based on FEMA and HSEEP guidance. More information on the HSEEP can be found at <https://hseep.dhs.gov>.

6-4.2.1 Seminar

A seminar is a face-to-face meeting that involves bringing together those with a role or interest in an EAP (i.e., licensee and State and local emergency management authorities) to discuss the project and EAP.

A. Purpose of Exercise

The purpose of the seminar is to enable each participant to become familiar with the EAP and the roles, responsibilities, and procedures of those involved. It is an opportunity to exchange information and ensure the EAP remains current and workable.

B. Participation

The seminar involves licensee personnel and emergency management authorities.

C. Requirements

Seminars are face-to-face meetings between licensees and primary emergency management authorities whose jurisdictions would be quickly inundated (i.e., within the first 2-3 hours) or have significant impacts from a dam failure (i.e., many people would need to be evacuated). These meetings should take place at least once a year. Separate seminars are not needed during years when tabletop, functional, or full-scale exercises are performed. This is because a discussion about the EAP and participants role during an emergency should happen before the high-level exercise starts during the player briefing.

D. Where to Conduct Exercise

Seminars can be done on a one-on-one basis, where the licensee visits an individual agency office. Alternatively, if a dam failure would significantly impact several jurisdictions, several parties could meet at one time and location. Licensees can also consider combining seminars for several dams within a river basin into one meeting.

E. Conducting the Exercise

The following list includes possible discussion topics during seminars:

1. Describe the project, possible effects of a dam failure, and EAP (especially the flowchart and inundation maps).
2. Discuss any recent development along the river and verify if the information on the inundation maps is adequate.
3. Discuss how emergency management authorities will implement their evacuation plan and if all affected residents can be warned and evacuated in a timely manner.
4. Discuss any public education efforts which occurred during the previous year.

5. Discuss emergency equipment at the project (e.g., sirens, back-up communication equipment).
6. Explain the difference between the emergency level categories of notification (i.e., imminent failure, potential failure, high flow, non-failure). Have the authorities explain how they would react to each condition.
7. Get feed-back from the emergency management authorities on whether the EAP is understandable and useful. If not, discuss what can be modified.
8. Discuss how parties will coordinate and exchange information throughout emergencies.
9. Discuss results from recent annual drills or higher-level exercises.
10. Hand-deliver annual updates or revisions such as changes in organizations, personnel, phone numbers, emergency response responsibilities, or other site specific information. Ensure previous updates have been incorporated into the agencies' plans and superseded information has been replaced.
11. Request the agencies to notify the licensee of any changes to key personnel immediately.
12. Review what parts of the EAP are necessary for particular agencies. Portions of the plan that don't apply to particular agencies can be retained by that agency in a separate folder or removed at their option.
13. Go over schedules for future exercises.

F. Reporting Requirements

The annual EAP Status Report should briefly describe the seminar. The EAP Status Report is further discussed in Section 6-2.2.6.

6-4.2.2 Drill

A drill tests, develops, or maintains skills in a single emergency response procedure. An example of a drill is an in-house exercise performed to verify the validity of telephone numbers and other means of communication along with the licensee's response.

A. Purpose of Exercise

The purpose of the drill is to ensure licensee personnel are fully cognizant of the procedures and actions required during an emergency, and that emergency procedures and equipment work properly.

B. Participation

The drill should include all operations staff, any personnel that work at the dam, and other licensee staff involved with the EAP. During the drill, licensee personnel should call all organizations on the notification flow chart to verify phone numbers and other means of communication are accurate.

C. Requirements

Each licensee is required to conduct an annual EAP training session and exercise known as the in-house drill to test the state of training and readiness of key licensee personnel responsible for actions during an emergency. The licensee should conduct an annual drill for each of its EAPs. It is acceptable for an annual drill to concurrently test the EAP for several dams when an overlap in notification is involved. No separate drill is required in any year when a comprehensive exercise takes place.

D. Conducting the Exercise

As part of the drill, a training session should be held with all licensee personnel involved with an emergency response. The training should focus on how all the internal personnel fit into the EAP and their roles and responsibilities for the different emergency levels.

The drill should simulate an emergency condition. The licensee staff member responsible for conducting the test should first develop a realistic scenario under which the EAP would be implemented. Then participants should be questioned on how they would react to certain situations up to and including enacting the EAP. Preferably, the scenario should be varied from year-to-year. Any special procedures required for nighttime, weekends, and holidays should also be considered when developing the scenario.

As part of the drill, participants should perform a call down test - contacting the organizations that would be involved in an emergency to ensure that telephone numbers and any other means of communication listed on the notification flow chart are accurate. During this call, participants can verify the contact information is correct, agency personnel are familiar with the EAP, and all parties know what they would do during an actual emergency. Beforehand, the licensee should try to ensure that any outside party being contacted is aware the call will be part of a drill. Furthermore, during the drill, the

outside parties should again be informed the call is part of a drill and is not an actual emergency.

Licensees are encouraged (not required) to consider the merits of a surprise in-house drill versus a planned one. The licensee at the time it implements a "surprise" drill should advise its employees that the drill is a test and not an actual emergency. While a planned drill will allow participants to rehearse their roles in the EAP, a surprise drill can be more educational because it is likely to expose basic flaws in the EAP.

Testing of remote sensing equipment at unattended dams and emergency notification equipment such as sirens and two-way radios should be performed at least once a year. Equipment tests do not necessarily have to be performed on the same day as other drill activities. However, the tests are considered part of the drill and should be reported on in the EAP Status Report.

E. Follow-up

Immediately following the drill, the licensee should assess (evaluate) the results with all involved participants. The responses to the emergency scenario at all levels should be reviewed. The purpose of this evaluation is to identify deficiencies in the EAP, including notification, priorities, responsibilities assigned, etc.

The licensee should prepare a brief report describing the drill, evaluation, and any lessons learned. If the drill indicates changes should be made to the EAP, the document should be revised and the revisions disseminated to all involved parties. It is recommended that revisions and updates be hand-delivered to significant emergency management authorities.

F. Reporting Requirements

The EAP Status Report should include a brief report describing the drill, evaluation, and any lessons learned. The report should also describe the project's emergency equipment and the date tested. The EAP Status Report is further discussed in Section 6-2.2.6.

6-4.2.3 Tabletop Exercise

The tabletop exercise involves a meeting of the licensee and EAP planholders, including State and local emergency management officials in a conference room environment. The exercise begins with the description of a simulated event and proceeds with discussions by the participants to evaluate the EAP and response procedures. The exercise provides opportunities throughout the exercise to stop and discuss what actions and responses would be appropriate.

A. Purpose of Exercise

The purpose of the tabletop exercise is to familiarize participants with roles, procedures, responsibilities, and personalities of the licensee and the emergency management authorities. The exercise should identify needed improvements in the EAP, identify needed improvements in the emergency management system and the licensee's organization, identify needed training/personnel deficiencies, and identify areas requiring additional coordination.

B. Participation

The tabletop exercise involves the various levels of the licensee and emergency management personnel that would be involved in an actual emergency. The exercise should also include other representatives of localities that could be affected by a dam failure, such as elected officials and campground owners. Also, representatives from the National Weather Service should be invited since they are responsible for initiating flood warnings.

The individuals involved in the exercise should be those people who are responsible for the coordination and implementation of the EAP. They should be those individuals from the licensee and authorities that would be most active during a disaster.

C. Requirements

The Commission recommends that tabletop exercises be performed prior to comprehensive exercises. It is beneficial that they take place at least 30 days prior to the comprehensive exercise so any changes to the EAP based on the tabletop exercise can be completed before the comprehensive exercise. Other options are holding a tabletop in the year before a comprehensive exercise will occur, or on the same day of the comprehensive exercise if it is difficult to get all parties involved to participate in exercises on two separate days. Although having a tabletop and comprehensive exercise on the same day is possible, it is not recommended. Licensees can also consider performing tabletop exercises as part of annual seminars.

The Regional Engineer may require a tabletop exercise be performed for certain projects to enhance coordination with emergency management authorities. This is done on a case-by-case basis.

D. Preparation

It is necessary to assemble an Exercise Planning Team who will design, develop, conduct, and evaluate the exercise. It is beneficial to include members of organizations and agencies that are participating in the exercise, but not participants themselves.

The process of developing a tabletop exercise involves *assessing the needs* for an exercise, *defining the scope* of the exercise, writing a *statement of purpose*, writing *objectives*, and developing a *scenario*. These steps are briefly discussed below.

The first step in the process of developing an exercise is to *assess the needs* of the participants by identifying those areas most in need of an exercise.

In *defining the scope* of an exercise, six components should be addressed in the developmental stage: (1) the types of licensee and emergency management agency activities or procedures you want to exercise; (2) the parties to be involved; (3) the kinds of personnel involved, with an understanding of their capabilities and critical tasks involved in their jobs; (4) the degree of realism desired; (5) the hazard or the selection of a high priority problem; and (6) the geographical area where the problem could occur.

The *statement of purpose* should clearly and concisely explain why the exercise is being conducted. It is largely written from the scope of the exercise and can be used to tell others about the exercise.

The next step in developing an exercise is writing *objectives* which define what should be accomplished by conducting the exercise. The needs assessment, scope, and purpose statement should be examined very closely during objective writing to address expected benefits of the exercise and what emergency actions are to be exercised. Emergency response organizations will typically develop objectives based on a pre-developed list of core capabilities and critical tasks that they want to focus on. Exercise objectives should be simple, measurable, achievable, realistic, and task-oriented. There should be a limited number of objectives, typically 3-7 depending on the complexity of the exercise.

The next step is to prepare a *scenario*. A scenario is a short written story that sets the scene for the exercise. It is an account composed of a few paragraphs that provides conditions that allow the exercise participants to demonstrate proficiency and competency in their roles. The job of the scenario is to get the exercise participants into the exercise as if they were confronting a real situation. The scenario should be written so that it helps participants understand the situation and reflect a sense of concern, urgency, and excitement.

While setting the scene for the simulated emergency and providing the technical details that depict conditions and events, the scenario should NOT provide participants with ALL the information necessary to respond to a situation. Participants will gather additional details during the exercise as the events unfold. The scenario should NOT suggest possible responses to the simulated emergency.

For tabletop exercises, a **Situation Manual** can be prepared for each participant. The manual includes an introduction, scenario, participant questions and references.

E. Conducting the Exercise

Prior to beginning a tabletop exercise, the licensee should conduct a player briefing to explain the project, the EAP (including emergency levels and inundation maps), the roles of all parties during the emergency, and procedures for the exercise. Any questions should be addressed prior to beginning the exercise.

Tabletop exercises are typically held in conference rooms. If the number of participants is about 25 or less, the exercise is typically run in a classroom style setting with a single facilitator leading the discussion of the group. With larger numbers of participants it is beneficial to separate organizations by their function (e.g., on-site dam operations, county emergency responders, and state emergency responders) at different tables and each table has a facilitator/evaluator to lead a discussion of the scenario and ask questions. A spokesperson for each table will report out key findings to the entire room.

The methodology of a tabletop exercise is an open-ended discussion in a meeting format through a facilitator. The discussion is allowed to be interrupted by questions and participant comments. The effectiveness is determined by feedback from participants and the impact this feedback has on evaluating and revising policies, plans, and procedures. There is no utilization of equipment or deployment of resources.

The facilitator begins the tabletop session by reading a scenario, or a portion of the scenario, which sets the scene for the simulated event. The scenario briefly describes what has happened and what is known at this point. For example, the first statement of a scenario could be:

“After two weeks of heavy rains, the project’s gates are fully open and are passing a record flow of 10,000 cfs. During the previous night, reservoir levels have risen 2.5 feet above normal levels to elevation 80 ft. This is three feet beneath the crest of the embankment. A member of the maintenance crew has just observed a new seep at the toe of the embankment near the low level outlet.”

Following the scenario, or portion of the scenario, the facilitator will typically pose problem statements and ask participants to explain how they would react. The following are issues often discussed during the tabletop exercises:

- What actions do the dam operators take?
- What do operators of other dams on the river need to know?
- Should the EAP be implemented?
- Who implements the EAP?

- Who has primary notification responsibility?
- What information is needed by the different players?
- What actions would each of the primary players take?
- Is the priority of calls on the notification flowchart appropriate?
- What are each emergency management authorities' actions, responsibilities, and considerations with regard to evacuations?
- Where will shelters be set up?
- Where will the Emergency Operations Center be set up?
- What evacuation routes are available?
- Who determines if outside assistance is needed?
- Are adequate resources available? If not, where can they be gotten?
- Who is providing public information and how?

Facilitators for tabletop exercises monitor the pace and flow of the exercise by introducing the scenario and stimulating discussion, making sure that no one participant dominates the exercise. The facilitator leads the exercise and makes sure every participant discusses their role during the exercise.

If there are residences, businesses, campgrounds, and recreation areas located in close proximity downstream of a dam, the timing of emergency responses is critical. The facilitator can have participants discuss the detailed steps they would take - from determining a problem at the dam through evacuations - and get them to estimate how long it would take to accomplish each step. These estimates can be used to establish the total response time, which can be compared to information from the inundation maps to determine if people can be warned and evacuated in time (see Section 6-5).

During the exercise, the facilitator or evaluators should note all issues being raised by the participants, especially those that will require follow-up actions. At the conclusion of the exercise, an oral after-action review, typically called a **Hot Wash**, should be conducted with exercise participants, planning team members, facilitators, and evaluators. The review should focus on (1) roles and responsibilities, (2) EAP and emergency response procedures, (3) necessary communications, and (4) the adequacy of materials, equipment, and staff levels. The review should address the procedures that worked well and the procedures that did not work well. Responses from all participants involved in the exercise should be considered. Input should be received both orally and in writing through feedback forms.

F. Benefits

The advantages of a tabletop exercise are that there is modest commitment in terms of time, cost and resources. It provides an effective method of reviewing plans, implementing procedures and policies, and it serves as an educational device to acquaint

the licensee and key agency personnel on emergency responsibilities and procedures. It also acquaints licensee and emergency response personnel with each other on a personal basis.

The disadvantages of a tabletop exercise are that it lacks realism, and does not provide a true test of participants' capabilities. It provides only a limited exercise of plans, procedures, and participants' staff capabilities.

G. Follow-up

Immediately after the Hot Wash has concluded, all facilitators and evaluators should meet with other members of the exercise planning team to hold a **Debrief**. During the Debrief, team members should discuss any issues and concerns noted during the exercise and areas for improvement. Following the Debrief, an evaluation should be performed to formalize what was learned.

The purposes of evaluating the exercise are to identify:

- Needed improvements in the EAP
- Needed improvements in the licensee's organization and the emergency management system,
- Needed training/personnel deficiencies,
- Whether the exercise has achieved its objectives, and
- Areas requiring additional coordination.

Data for an evaluation include the evaluator's observations, participants' oral and written comments, facilitator's observations, any subsequent clarification or discussion with participants, and exercise plans, objectives, expected actions, and procedures. The evaluation team should discuss and evaluate the events before, during, and after the exercise; actions taken by each participant; the time required to become aware of an emergency and to implement the EAP; and improvements for future emergencies.

Team members will then draft an Evaluation Report or After Action Report which describes what happened during the exercise, exemplary practices, issues that need to be addressed, and recommendations for improvement. A sample format for an Evaluation Report is in Appendix 6-B. Alternatively, HSEEP provides guidance on the format for After Action Reports and Improvement Plans.

H. Reporting Requirements

At least 90 days before performing a tabletop exercise, the licensee should submit a plan and schedule to the Regional Engineer explaining when and where the exercise will take place.

Within 60 days of completing a tabletop exercise, the licensee should submit to the Regional Engineer an Evaluation report of the exercise including comments from participants and any recommendations for modifications to emergency procedures and the EAP.

6-4.2.4 Functional Exercise

The functional exercise simulates a dam failure and other specified events in a stress-induced environment with time constraints. The participants “act out” their actual roles in a simulated emergency. **Conducting a functional exercise should be a major goal of every exercise program.** It offers the opportunity to test participants’ responses in a full simulation under "real-life" conditions, but without a field deployment of resources.

A functional exercise is considered a “comprehensive exercise”.

A. Purpose of Exercise

The functional exercise is designed to evaluate the following factors under simulated conditions that provide realism and stress:

- The capabilities and responses of the licensee and emergency management personnel.
- The workability of the information in the EAP.
- Coordination between the licensee and emergency management personnel.
- Individual and system-wide performances.

B. Participation

The functional exercise involves the various levels of the licensee and emergency response personnel that would be involved in an actual emergency. The exercise should also include other representatives of localities that could be affected by a dam failure, such as elected officials and campground owners. Also, representatives from the National Weather Service should be invited since they are responsible for initiating Flood Warnings.

The individuals involved in the functional exercise should be those people who are responsible for the coordination and implementation of the EAP. They should be those individuals from the licensee and authorities that would be most active during a disaster.

A functional exercise can involve policy, coordination, and operational response personnel of the licensee and involved emergency management authorities. It is

sometimes difficult because of busy schedules or other commitments to get policy-level personnel involved in a functional exercise, but their presence is beneficial. The licensee should attempt to involve key personnel so that the appropriate level of importance is understood by management.

C. Requirements

The Commission tries to have at least one comprehensive (i.e., functional or full-scale) exercise over a five year period in each river basin where there is a project required to have an EAP. This schedule is meant to ensure that licensee personnel and local emergency management authorities in each river basin do not have excessive lengths of time between exercises. If there are several dams owned by different organizations within a river basin or a licensee owns dams in adjacent basins, the following methods can be used to avoid excessive exercises:

1. Combining Exercises. In river basins with dams controlled by more than one dam owner, exercises can be combined to include multiple projects (See Figure 1). The exercise can be combined with other licensees or non-jurisdictional dams (e.g., U.S. Army Corps of Engineers, U.S. Bureau of Reclamation) in the same basin. Also, licensees that have projects in adjacent basins but whose failures would affect similar emergency management authorities may choose to have a single functional exercise that includes both projects (See Figure 2).
2. Alternating Tabletop and Functional Exercises. Licensees that have projects in several river basins which overlap the jurisdictions of emergency management authorities can propose a combination of Tabletop and Functional Exercises over a five year period. For example if a licensee owns two dams in two nearby basins with many of the same emergency management authorities, the licensee may alternate functional and tabletop exercises between the two projects every five years.
3. Piggybacking on Other Functional Exercises. Emergency management authorities may have other functional exercises scheduled throughout the year for different hazards (e.g., earthquakes, terrorism) and licensees can suggest the dam failure exercise be included. This is acceptable only if the dam failure scenario is adequately exercised. The exercise should test the warning and notification procedures for licensee personnel, the workability of the EAP, and how the emergency management authorities would evacuate downstream inundation zones. The licensee would still be responsible for inviting all emergency management authorities affected by the dam failure to attend and preparing adequate messages to test the dam failure scenario.

Licensees with several projects in a single basin should strive to focus on a failure at a

different project within the basin every five years or assume a domino failure of more than one of their dams. Licensees should have personnel from their other projects attend the functional exercise. The goal is to include as many of the licensee's personnel from different dams in the comprehensive exercise.

D. Preparation

Functional exercises should be performed after seminars, drills and tabletop exercises have been conducted. If reactions to earlier exercises are good, the policy-level personnel will be more likely to participate in a functional exercise.

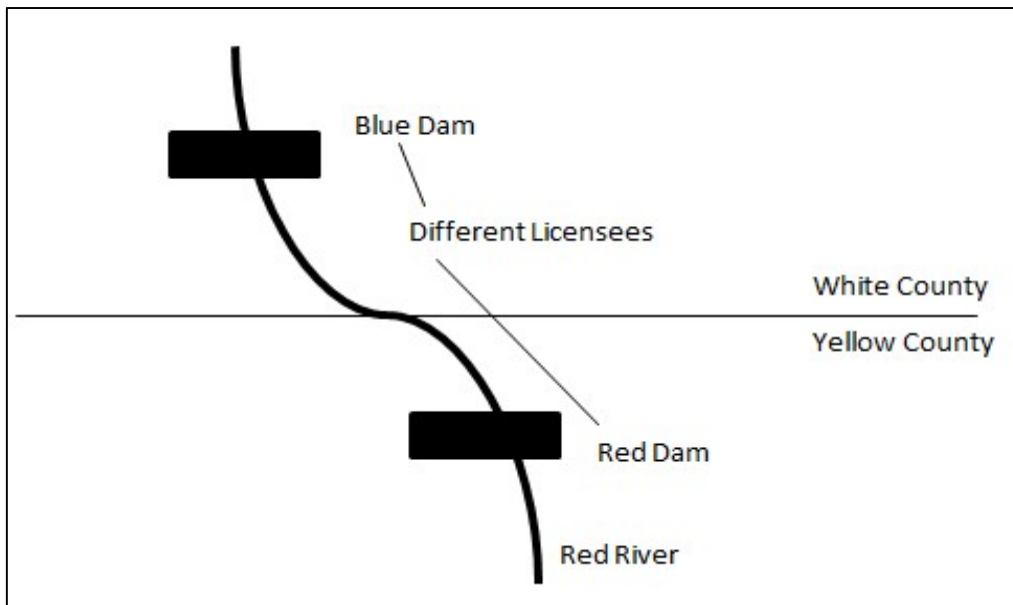


Figure 1 - Combined Functional Exercise

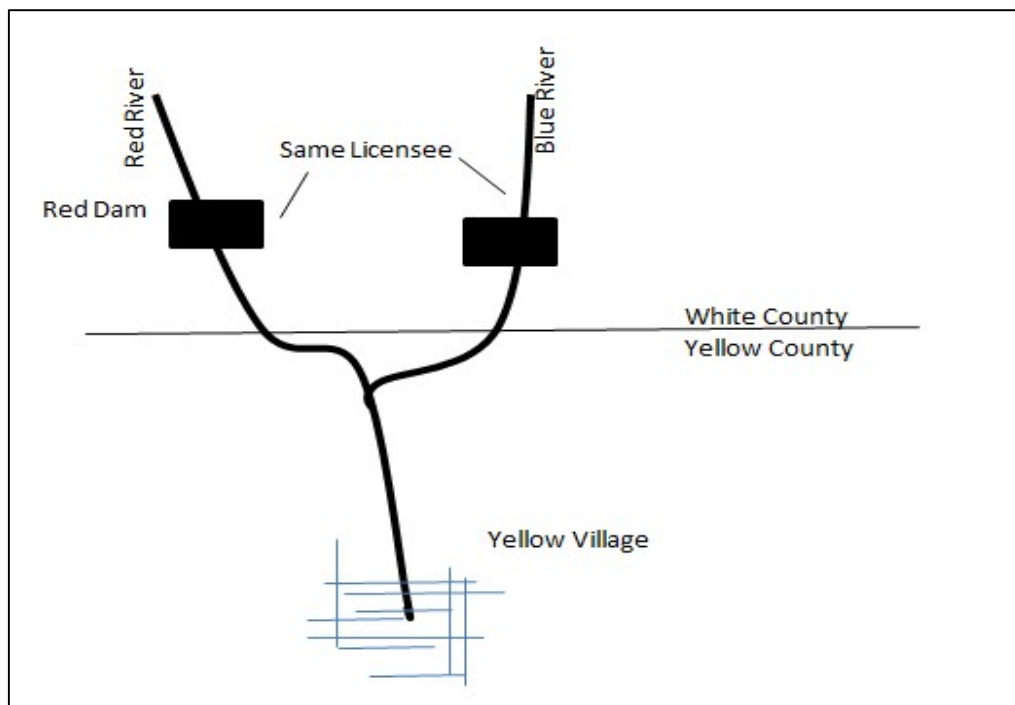


Figure 2 - Combined Functional Exercise

Simulation of a realistic emergency requires the development of objectives, a scenario, a Master Scenario Events List (MSEL), a timed sequence of injects, and communication between participants and simulators. These items will be developed by the Exercise Planning Team (See Section 6-4.2.3 on preparation for tabletop exercises).

The MSEL consists of a list of events that would occur in chronological order that would happen during the exercise. To create a MSEL, it is beneficial to first create a list of *major events* itemizing the events from the beginning of the exercise to the conclusion that will require a response by the licensee or the emergency preparedness authorities. Then for each major event, a list of *detailed events* should be created that itemizes the details for each major event. Based on the detailed events and a list of expected actions players should take for each detailed event, the exercise planning team can prepare **injects**. The injects transmit details of the exercise to the participants so that they will be able to respond with an action or decision.

A MSEL will typically list the inject number, its delivery time, a short description, the responsible controller giving the message, and the receiving player.

Other preparation tasks for a functional exercise include assuring adequate physical facilities, organizing displays and materials, recruiting and training exercise participants, and planning for the exercise evaluation. The level of complexity needed for the

functional exercise should be commensurate with the anticipated site conditions and complexity of the notification procedures.

Because these tasks are so varied and dependent upon each other's completion, it is important to plan this preparation time carefully. Milestones should be established along with responsibilities for each of the major activities of preparation.

For Functional Exercises, an **Exercise Plan** can be prepared for each participant. Exercise Plans are general information documents that help operations based exercises run smoothly by providing participants with a synopsis of the exercise.

E. Where to Conduct Exercise

The exercise can be conducted with the participants in one location or with the participants located at their own facilities. Having exercises where people are stationed where they work has the added benefit of evaluating communications through expected emergency communication links. However, there is a greater possibility to lose containment of messages (e.g., exercise messages may be confused for an actual emergency). Also, all parties will have to assemble after the exercise in one location for the evaluation session.

If possible, the licensee should encourage the activation of the Emergency Operations Center (EOC) at the State or local level, as appropriate, so that the EOC members can practice a coordinated, effective response in a time-pressured, realistic emergency situation. If the actual EOC is not activated, the exercise should bring together the policy, coordination and operational officials of the licensee and emergency management authorities into a simulated EOC.

F. Conducting the Exercise

Prior to beginning a functional exercise, the licensee should hold a Player Briefing. The licensee should explain the EAP (including emergency level categories and inundation maps) and the roles of all parties during the emergency. Also, the licensee should describe the dam, other project facilities, and the downstream impacts from a dam failure.

The functional exercise begins with a scenario which sets the scene for the simulated event. Following the scenario, injects describing detailed events are distributed to the participants. The injects should cause the participants to respond or take action.

The exercise should be conducted in a real-time environment, although compressed-time or skip time may be necessary to involve emergency responders further downstream. After the initial stages, momentum of the exercise is determined largely by spontaneous interaction among participants and simulators. Scenario-related injects of increasing

complexity, threat, and pressure are interspersed in an emergency situation designed to test the participants' skills, knowledge, awareness, and ability to respond under simulated conditions.

The functional exercise is immediately followed by a Hot Wash that allows participants to evaluate their performance and lessons learned throughout the exercise. The Hot Wash should be conducted with exercise participants, planning team members, controllers, and evaluators. The Hot Wash should focus on (1) roles and responsibilities of all participants, (2) EAP and emergency response procedures, (3) necessary communications, and (4) the adequacy of materials, equipment, and staff levels. The Hot Wash should address the procedures that worked well and the procedures that did not work well. Responses from all participants involved in the exercise should be considered. Input should be received both orally and in writing through feedback forms.

Apart from the actual participants in the functional exercise, there are three roles that representatives of the licensee and/or emergency preparedness authorities should fill. These are the exercise controller, exercise simulators, and exercise evaluators.

The controller's responsibilities include monitoring the sequence of events as they unfold, the flow of injects, the overall conduct of the exercise, controlling the spontaneous injects by simulators, coordinating information among simulators, and responding to unplanned situations.

The simulators' responsibilities include sending pre-scripted injects at the scheduled time, responding to unanticipated actions by participants with spontaneous injects, and maintaining contact with the controller about the progress of the exercise.

The evaluators have the task of observing the actions and decisions of the participants during the exercise and contributing, along with the comments of exercise participants, to the formation of an evaluation report. In particular, evaluators will be looking to see how participants react to the scenario events and injects. Ideally, there should be an evaluation team with representatives from the licensee and planholders.

G. Benefits

The functional exercise gives participants a fully simulated experience of being in a major disaster. The exercise provides the opportunity to test any functional area needed for an efficient response or recovery from an emergency. See Section 6-4.4 for a list of the five standard functions that should be included as a minimum in the exercise. Participants are able to assess the direction and control of the disaster management; the decision-making process, communication and information among participants, allocation of resources and staff; overall adequacy of resources to meet the disaster situation; and adequacy of current policies, plans, and procedures. The functional exercise also

encourages a spirit of cooperation and coordination between the licensee, the emergency management authorities, and the FERC.

H. Follow-up

Immediately after the Hot Wash has concluded, all controllers and evaluators should meet with other members of the exercise planning team to hold a Debrief (See Section 6-4.2.3.G). During the Debrief, team members should discuss any issues and concerns noted during the exercise and areas for improvement. Following the Debrief, an evaluation should be performed to formalize what was learned.

A written Evaluation Report or After Action Report and any follow-up to the recommendations in the report are vital aspects of the exercise. Appendix 6-B contains a suggested format for the Evaluation Report. Alternatively, HSEEP provides guidance on the format for After Action Reports and Improvement Plans.

I. Reporting Requirements

At least 90 days before performing a functional exercise, the licensee should submit a plan and schedule to the Regional Engineer explaining when and where the exercise will take place.

Within 60 days of completing a functional exercise, the licensee should submit to the Regional Engineer an evaluation report of the exercise including comments from participants and any recommendations for modifications to the EAP.

6-4.2.5 Full-Scale Exercise

The full-scale exercise is the most complex level of exercise. It evaluates the operational capability of all facets of the emergency management system (both licensee and State and local emergency management authorities) interactively in a stressful environment with the actual mobilization of personnel and resources. It includes field movement and deployment to demonstrate coordination and response capability. The participants actively "play-out" their roles in a dynamic environment that provides the highest degree of realism possible for the simulated event. Actual evacuation of critical residents may be exercised if previously announced to the public.

A full-scale exercise is considered a "comprehensive exercise."

A. Purpose of Exercise

A full-scale exercise is intended to evaluate the operational capability of licensee and agency participants in an interactive manner over a substantial period of time. It tests a

major portion of the basic elements existing within EAPs and the participants' actions to implement the EAPs in a stressful environment. Full-scale exercises test the mobilization of personnel and resources and the actual movement of emergency workers, equipment, and resources required to demonstrate coordination and response capabilities.

B. Participation

A full-scale exercise should include all participants that would be included in a functional exercise (e.g., policy makers, coordination personnel, operations personnel, National Weather Service, elected officials). In addition, the exercise should include response personnel that are responsible for such things as road closures, evacuations, and medical attention during an actual emergency. The exercise may include volunteers or local residents that could be affected by a dam failure.

C. Requirements

The Commission tries to have at least one comprehensive (i.e., functional or full-scale) exercise over a five year period in each river basin where there is a project required to have an EAP. Due to the complexity and expense in terms of personnel and equipment, the full-scale exercise will normally be performed at the licensee's option. The Regional Engineer may require a full-scale exercise for project-specific reasons or a lack of confidence in previously performed lower level exercises. For additional information refer to the Requirements for Functional Exercises in Section 6-4.2.4.

D. Preparation

Full-scale exercises should be the culmination of an exercise development program that has grown with the capacity of the participants to conduct exercises. This should also include an ongoing cycle of progressively more in-depth exercises and evaluations.

For agencies or local communities, full-scale exercises require considerable preparation and can often be aimed at practical tests of "first-in" responders, including police, fire, and medical personnel. They can be used to test triage (dealing with casualties) procedures, on-scene management of resources, and coordination through field command posts.

Careful consideration should be given to selecting the day, date, and time for any exercise. The inclusion of these types of considerations should be left to the agencies since they can best assess the benefits and constraints of doing so.

Ample warning should be given to the public so there is no confusion for an actual emergency.

The scope, statement of purpose, objectives, scenario, MSEL, and injects should be developed by an Exercise Planning Team. (See Sections 6-4.2.3D and 6-4.2.4D on preparation for tabletop and functional exercises)

In any exercise, a real emergency might occur, especially during a lengthy full-scale exercise. During a real emergency, it may be necessary for some participants to leave. If possible, both the licensee and emergency preparedness authorities should ensure there are enough personnel and equipment not involved in the exercise to respond to a real emergency.

E. Where to Conduct Exercise

Because a full-scale exercise requires the mobilization of personnel and resources, careful consideration must also be given to the selection of an exercise site. The primary factor here is one of adequate space, financial capability, and support.

During the exercise, participants should make use of designated Emergency Operations Centers. Field sites should focus on areas that could be impacted by a dam failure.

F. Conducting the Exercise

A full-scale exercise adds a field component that interacts with a functional exercise through simulated injects. Other major components of a full-scale exercise include testing the deployment of seldom-used resources; involving policy, coordination, operational, and field response personnel and resources; and testing a major portion of EAPs, resources, and capabilities.

Full-scale exercises add an integration and coordination component to the functional exercise. They do not substitute for simulation; instead, they complement it. Events and injects may be complex and detailed. Many of the injects will be pre-scripted and scheduled, while others may be dynamically input by controllers in response to the flow of the exercise.

As with the functional exercise, the controller is responsible for assuring that the exercise starts on schedule. Simulators and evaluators should keep a log of all significant events. Also, each participant should log its actions as much as possible. Videotaping the exercise and evaluation can be beneficial.

The safety and well-being of participants and the general public is a major factor for the full-scale exercise. A safety officer should be designated to analyze and oversee the entire exercise from a safety perspective.

At the conclusion of the exercise, the participants, planning team members, controllers, and evaluators will need to meet in one location for the Hot Wash. The Hot Wash should focus on (1) roles and responsibilities of all participants, (2) EAP and emergency response procedures, (3) necessary communications, and (4) the adequacy of materials, equipment, and staff levels. The Hot Wash should address the procedures that worked well and the procedures that did not work well. Responses from all participants involved in the exercise should be considered. Input should be received both orally and in writing through feedback forms.

G. Benefits

Full-scale exercises draw media and community attention to emergency preparedness; teach by doing; test total coordination, not only among policy and coordination officials, but also field forces; test many licensee and agency emergency management functions at one time; evaluate cooperation; and point out physical resource capabilities. They can be a true test of the total emergency management system and the effectiveness of a specific EAP.

Full-scale exercises greatly expand the scope and visibility of the exercise program. A well designed, full-scale exercise can be used to obtain a great deal of favorable media attention. In fact, a full-scale exercise of any magnitude will draw media attention whether it is sought or not. Therefore, it is wise to include the media in any exercise plans. The media can be extremely helpful in a number of ways, and it will increase realism if they are present. Alternatively, a poorly conducted exercise can create credibility problems for the licensee's entire EAP program.

H. Follow-up

Immediately after the Hot Wash has concluded, all controllers and evaluators should meet with other members of the exercise planning team to hold a Debrief (See Section 6-4.2.3G). During the Debrief, team members should discuss any issues and concerns noted during the exercise and areas for improvement. As part of the Debrief, an evaluation should be performed to formalize what was learned.

Based on findings from the Debrief, the licensee should prepare and submit a written Evaluation Report or After Action Report and follow up on the recommendations in the report. Appendix 6-B contains a sample outline for an exercise Evaluation Report. Alternatively, HSEEP provides guidance on the format for After Action Reports and Improvement Plans.

I. Reporting Requirements

At least 90 days before performing a full-scale exercise, the licensee should submit a plan and schedule to the Regional Engineer explaining when and where the exercise will take place.

Within 60 days of completing a full-scale exercise, the licensee should submit to the Regional Engineer an evaluation report of the exercise including comments from participants and any recommendations for modifications to the EAP.

6-4.3 Licensee's Role for Developing and Conducting Exercises

The design of an effective exercise depends on the coordination and cooperation of the licensee, the FERC, and the emergency management authorities. Ideally, the licensee should chair the exercise. It may also be appropriate for an emergency management authority representative to co-chair the exercise. The licensee should assemble an Exercise Planning Team who will design, develop, conduct, and evaluate the exercise. It is beneficial to include members of organizations and agencies that are participating in the exercise, but not participants themselves. The licensee does not necessarily have to serve as the controller or facilitator of the exercise.

As chair, the licensee should oversee the development of the exercise. It has the responsibility to coordinate the schedule for the actual exercise, including the seminars, drills, tabletop exercises, etc. The licensee should advise the Regional Engineer of the plan and schedule for the exercise, including the date of each aspect of the exercise. (See Section 6-2.2.3 for reporting requirements.)

The primary function of a comprehensive exercise is to test the response of the licensee and emergency management authorities from a dam failure. The licensee, as chair, should ensure that this remains the primary focus of the exercise.

The licensee should define the scope of the exercise and write a statement of purpose prior to contacting the emergency management authorities to coordinate an exercise. The statement of purpose can be used to tell the authorities about an exercise. The licensee should clearly set forth for the authorities the aspects of the EAP that it wants to examine and the level of involvement of the State and local authorities. The local authorities may introduce other emergencies that could occur at the time of the dam failure to test their capabilities to respond to several incidents at one time.

The FERC will provide assistance, as necessary. The FERC will participate in the exercise as an observer and will participate in the follow-up evaluation of the exercise.

6-4.4 FERC Goals and Objectives

The Commission's main objective of the EAP exercise program is to ensure that EAPs are periodically reviewed and that each EAP is workable in an actual emergency. A licensee's exercise program should build on the competencies developed from simpler exercises to achieve greater success with more complex exercises. Before a comprehensive exercise can be conducted, it is necessary to lay the groundwork for that exercise. Seminars, drills, and a tabletop exercise should be performed before the comprehensive exercise is conducted. The FERC focuses primarily on high hazard dams in identifying those projects that warrant a comprehensive exercise.

A comprehensive exercise consists of either a functional or full-scale exercise. A full-scale exercise of a simulated emergency is the ideal approach to evaluate every participant's knowledge, understanding, and reaction to a dam failure event. However, practical considerations indicate that full-scale exercises may not be appropriate in all cases. Due to the complexity and expense in terms of personnel and equipment committal, the full-scale exercise will normally be executed at the option of the licensee unless peculiar circumstances of a particular project or lack of confidence in previously performed lower level exercises warrants the Regional Engineer to require a full-scale exercise. **Therefore, the Commission's goal is to have licensees conduct a functional exercise of an EAP as their comprehensive exercise.**

Each EAP is unique and each exercise must be tailored to the EAP being tested. For example, several unique applications to a dam failure event include the verification of failure, the moving or expanding nature of the area in danger, the impacts on timing of response, the disruption of transportation, areas that will become isolated due to flooding, alarms and sensors to detect a dam failure emergency, and concern for transients and recreationists (i.e., hikers, boaters, fisherman, campers). Other complications could include the extent of flooding depending on the conditions at the time of failure, power and communication outages, and failure during times of darkness and on weekends or holidays. In addition, there are site specific concerns and complications that should be considered.

There are five standard functions or capabilities of the emergency preparedness authorities that should be included in a comprehensive exercise. When coordinating with State and local emergency management authorities during the development of a comprehensive exercise, the licensee should advise the authorities that it would like the exercise to focus on at least the following five functions:

A. Alert, Notification, and Warning

This tests the communication system, the primary and/or alternate back-up systems, and the messages to determine if they are appropriate and clearly understood. It verifies the

names and phone numbers on the notification flowchart and their order of priority. Remote sensing equipment should be tested at unattended dams prior to or at the start of a comprehensive exercise.

B. Direction and Control Function

This tests and evaluates the emergency operations capability and timely response in a stressful environment. It includes the response to health problems, fire, downed power lines and loss of life, including drownings.

C. Evacuation

This is a key issue in the exercise as it tests the participants' understanding of the inundation maps. Experience indicates the inundation boundaries and the road names thereon may not always be clear and fully understood. Maps are often revised as a result of the exercise.

D. Shelters

This reveals those shelters that should not be used because they are in the flood plain or access to the shelters is affected by transportation through the inundation area.

E. Public Information

This tests the capability to issue timely and accurate information for a dam failure event.

The licensee, in discussing these five areas with the State and local emergency management authorities, should provide the authorities with opportunities to identify other areas they believe should be exercised to evaluate their effectiveness to respond to situations unique to a dam failure situation.

There are four major results that should be achieved through an EAP exercise:

A. Develop a Spirit of Cooperation

This is to include the licensee, the State and local emergency management authorities, and the FERC. Without a cooperative spirit, the EAP program will not be as successful.

B. Exchange of Knowledge

During the exercise, the licensee, the FERC, and the State and local emergency management authorities will help each party to understand their individual responsibilities and capabilities. The exercise also provides the opportunity to ensure that

all parties clearly understand the EAP, particularly critical matters such as the data presented on the inundation maps and the notification flowchart. The exercise process should also reveal deficiencies in resources and information available to the licensee and the State and local emergency management authorities.

C. Evaluation of EAP Exercises

The purpose of the exercise is to identify areas for improvement of the EAP. One of the follow-up requirements to drills and tabletop, functional, and full-scale exercises is a Hot Wash to find out what each person has learned and if anything should be revised. The Hot Wash should be held immediately after the exercise. The participants should be asked for comments in a discussion format as well as in written form. The participants should be encouraged to suggest changes to the EAP that would improve the plan and help them perform their responsibilities during emergencies. Immediately after the Hot Wash has concluded, all controllers and evaluators should meet with other members of the Exercise Planning Team to hold a Debrief (See Section 6-4.2.3G). During the Debrief, team members should discuss any issues and concerns noted during the exercise and areas for improvement.

Following the exercise, a written evaluation report must be prepared by the licensee and submitted to the Regional Engineer. See Section 6-2.2.3 for reporting requirements and Appendix 6-C for a suggested report format.

The evaluation report does not need to be elaborate; it should be clear and concise in the presentation of the information required. The report should include:

- Documentation and an evaluation of the various aspects of the exercise, including the timeliness of responses and areas of concern.
- Observations and recommendations that result from the exercise,
- A summary of the Hot Wash comments and lessons learned by the participants,
- Comments made during the Hot Wash and Debrief from the licensee and the participating emergency management authorities regarding their respective participation in the exercise.
- The participants' written evaluations,
- Any subsequent clarification or discussions, and

- A plan and schedule to make changes to the EAP or other follow-up actions.

D. Revision to EAPs

An exercise may reveal areas of the EAP that require revisions. This should reveal the strengths and weaknesses of the EAP, including specified internal actions, external notification procedures, and adequacy of other information, such as inundation maps.

The Commission offers the "Emergency Action Plan Exercise Design Course" at various locations throughout the United States at least once a year. This course is tailored for licensees and other dam owners. The course includes an invited speaker from a FERC - licensed project to provide the "licensee perspective" related to the design of an EAP exercise. The Commission endeavors to also invite other appropriate agencies, such as the National Weather Service, State dam safety officials, and local emergency management authority personnel to contribute to the course instruction. We recommend licensees encourage their local emergency management authority personnel to participate in the course. The FERC Regional Offices should be contacted for availability of this course.

Another source of "hands-on" training is to attend tabletop, functional, or full-scale exercises. Licensees can contact Regional Offices for a list of upcoming exercises and contact information. As licensees develop and conduct their exercises, they are encouraged to invite other licensees as observers or evaluators. As a licensee observes an actual exercise, it may identify deficiencies in its own plans and will be able to make improvements before it holds its own exercise.

CONTRACT
Charter Township of Ypsilanti

AGREEMENT is made this 15th day of January, 2019, by the Charter Township of Ypsilanti located at 7200 Huron River Drive, Ypsilanti, MI 48197 and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County").

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

ARTICLE I - SCOPE OF SERVICES

The COUNTY will allocate and fully support a dedicated, approximate half-time professional project manager to lead the ReImagine Washtenaw regional planning effort, and, in addition, provide space for meetings of the Joint Technical Committee (JTC), coordinate monthly JTC meetings, coordinate submittal of grant applications, coordinate special projects, conduct research, and other tasks, as determined necessary and appropriate by the JTC.

ARTICLE II - COMPENSATION

During the period the above services are provided, the Charter Township of Ypsilanti will pay the COUNTY within 30 days, upon receipt of an invoice in calendar year 2019 and 2020 in the amount of three thousand dollars, for a total of six thousand dollars.

ARTICLE III - TERM

This contract begins on January 1, 2019 and ends on December 31, 2020.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The County 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 County 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 County 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 County, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE V - EQUAL ACCESS

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

ARTICLE VI - ASSIGNS AND SUCCESSORS

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

ARTICLE VII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving one hundred eighty (180) days written notice to the other party.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE IX - CHOICE OF LAW AND FORUM

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

ARTICLE X - EXTENT OF CONTRACT

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

ARTICLE XI – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

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

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

Charter Township of Ypsilanti

By: _____
Teresa Gillotti (DATE)
OCED Director

By: Brenda Stumbo
Brenda Stumbo (DATE) Feb. 6, 2019
Charter Township of Ypsilanti Supervisor

APPROVED AS TO FORM BY

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

BY: Karen Lovejoy Roe
Karen Lovejoy Roe (DATE)
Charter Township of Ypsilanti Clerk
Feb. 6, 2019



Issue Media Group & Charter Township of Ypsilanti Partnership - On The Ground Program 2019

Strategy

Issue Media Group (IMG) will use an embedded journalism model to maintain a presence in Ypsilanti and Ypsilanti Township from January-December of 2019 to continue coverage of On The Ground Ypsilanti, launched in July of 2017. Stories will run in IMG's Ann Arbor area publication, Concentrate.

Concentrate will focus weekly coverage on the area to tell the story of the businesses, nonprofits, community groups, artists, neighborhood organizations and residents who live there.

On The Ground Program

Concentrate's project editor will maintain a presence in Ypsilanti and Ypsilanti Township as well as attend regular events and convenings, and host quarterly dedicated editorial advisories to engage residents and stakeholders for story ideas and networking.

Throughout the program, Concentrate will publish weekly content, send a monthly dedicated mailing, and manage consistent social media coverage about Ypsilanti and Ypsilanti Township. Concentrate will produce, cover, and promote a finale event upon completion of the project.

IMG produces a comprehensive evaluation of the program after completion.

Charter Township of Ypsilanti ads can be placed alongside On The Ground content in Concentrate.

Coalition

The On The Ground program will be funded by a coalition of partners. The following organizations are expected to fund the project:

- Charter Township of Ypsilanti
- Washtenaw County Administration
- Washtenaw County Parks and Recreation Commission
- Destination Ann Arbor
- Ann Arbor SPARK
- Eastern Michigan University
- Ann Arbor Ypsilanti Regional Chamber
- Ann Arbor Area Transportation Authority
- Pittsfield Charter Township - pending
- Downtown Association of Ypsilanti - pending
- City of Ypsilanti - pending
- Ypsilanti DDA - pending
- Michigan Works! - pending
- Habitat for Humanity - pending

Charter Township of Ypsilanti	\$12,000
Program total	\$120,000*

*this project and budget are designed for Ypsilanti/Ypsilanti Township specifically

Contract Terms

Payment terms: Payment due upon receipt of invoice(s).

Contract duration: January – December 2019

No amendment, change or modification to this contract will be effective unless it is in writing and signed by both parties. Either IMG or Charter Township of Ypsilanti may terminate this contract for any reason by giving the other party 30-days written notice.

This contract contains the entire agreement between IMG and Charter Township of Ypsilanti, and there are no other conditions in any other written or oral agreement concerning the subject matter in this contract. This contract supersedes any prior written or oral agreement between IMG and Charter Township of Ypsilanti.

Issue Media Group's Underwriting Policy

Issue Media Group (IMG) offers its underwriters the opportunity to directly align their brands with content about talent, innovation, diversity, and place. In addition, IMG provides corporations, governments, institutions, nonprofits, and foundations with similarly focused missions a way to use their media budgets to support and expand coverage of job growth, economic development, real estate, non-profit innovation, city building, and place making.

Underwriting is the basis of our model as a publication. Underwriters are considered crucial to our organization and their support is the reason that IMG is able to produce content within a broad spectrum of topics. Support from underwriters allows IMG to dedicate editorial resources to cover key issue areas that are of importance to both the underwriter and IMG's mission.

We work with like-minded stakeholders who have shared values and missions.

Because of our intersecting interests, we may cover our underwriters' work journalistically. However, IMG observes strict boundaries regarding the direction, review, and approval of content that is published.

IMG encourages underwriters to pitch ideas through Editorial Advisories and to our editorial teams. We value the knowledge our partners bring to our work, and we encourage underwriters to send story ideas, trends in underwriters' areas of expertise, and press releases. However, published content is at the discretion of the editorial teams and all final decisions regarding content are made without client approval.

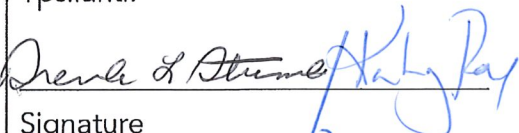
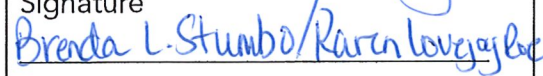
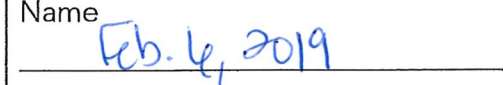
While underwriters are not allowed to review or approve content, IMG works with them to establish focus areas that will be included in coverage. If an underwriter desires the ability to direct or edit content, the content will be considered "Partner Content," and given a treatment that distinguishes it from editorial content. The underwriter's logo will be embedded in the story and a transparency statement will be included.

IMG works with underwriters to fully understand the issues they care about. However, IMG trusts its editorial teams to shape stories around issues in a way that will resonate with readers.

IMG honors truthfulness and strives to avoid conflicts of interest in our reporting. This includes real conflicts and acts that may appear to be a conflict. To this end, we opt to disclose any relationships with underwriters that could be perceived as complicating our journalistic mission.

Partnership Approval

By signing this proposal, the undersigned Client representing Charter Township of Ypsilanti authorizes IMG to proceed with the work described in this proposal and to bill according to the terms indicated above.

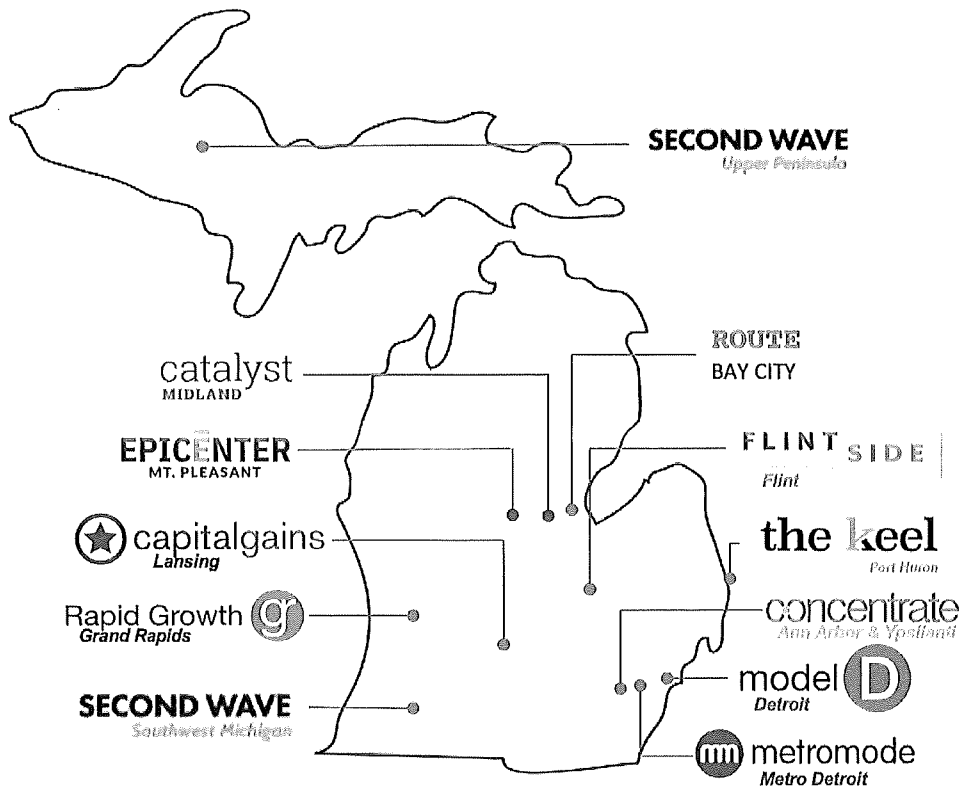
Accepted by Charter Township of Ypsilanti:	Accepted by IMG:
	_____
Signature	Signature
	_____
Name	Paul Schutt
	_____
Date	Date

About Issue Media Group and Concentrate

Issue Media Group publishes weekly digital magazines focused on what's next for cities and regions across the country. IMG publications aim to connect readers to their city's most visionary and active people, businesses and organizations—the people who are making changes and solving problems.

IMG publications cover corporate growth to small neighborhood movements, highlighting the development and innovation that are propelling cities and communities forward. IMG magazines focus on solutions journalism and cover topics such as economic and neighborhood development, healthy communities, arts and culture, entrepreneurship, non-profits, sustainability, leadership, and technology.

IMG's 12 Michigan publications reach roughly 1.4 million readers across the state. Concentrate, which focuses on Ann Arbor and Ypsilanti, has 169,685 annual readers, a 23% increase since 2017. Concentrate's social media presence is growing, too. With a 47% increase in Facebook followers this year, Concentrate is now able to reach more readers than ever before.



RETAINER AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 2019 by and between Governmental Consultant Services, Inc., a Michigan Corporation with its principal office located at 120 North Washington Square, Suite 110, Lansing, Michigan 48933, First Party, hereinafter referred to as GCSI, and Charter Township of Ypsilanti, a Michigan unit of government, located in Ypsilanti, MI, Second Party, hereinafter sometimes called YPSILANTI TOWNSHIP.

GCSI'S REPRESENTATIONS AND WARRANTIES

1.1 GCSI has been duly organized and validly exists in good standing under the laws of the State of Michigan. GCSI has Corporate Power to enter into and carry out this Agreement.

1.2 This Agreement has been duly executed and delivered by its appropriate Corporate Officers and is duly authorized by its Board of Directors.

YPSILANTI TOWNSHIP'S REPRESENTATIONS AND WARRANTIES

2.1 YPSILANTI TOWNSHIP has been duly organized and validly exists in good standing under the laws of the State of Michigan and its business affairs and conduct are in accord with the intent and purpose of its existence as described in its charter documents of record. YPSILANTI TOWNSHIP has Power to enter into and carry out this Agreement.

2.2 This Agreement has been duly executed and delivered by its Officers and is duly authorized by its Board of Directors.

AGREEMENT

3.1 YPSILANTI TOWNSHIP does hereby retain GCSI and GCSI does hereby agree to provide professional services for the purpose of aiding YPSILANTI TOWNSHIP in accomplishing its charter objectives, and GCSI agrees to the best of its ability to assist YPSILANTI TOWNSHIP in accomplishing such objectives.

3.2 It is understood and agreed that GCSI's operations hereunder are those of an independent contractor, and that GCSI has the authority to control and direct the performance of the details of the services to be rendered and performed and it is further agreed that GCSI's officers and employees are not employees of YPSILANTI TOWNSHIP and that GCSI is not, except as herein provided, subject to control by YPSILANTI TOWNSHIP.

COMPENSATION

4.1 For and in consideration for such services YPSILANTI TOWNSHIP agrees to pay GCSI and GCSI agrees to accept during the term of this Agreement, the sum of \$3,023.50 on the first day of each month commencing January 1, 2019 for calendar year 2019, the sum of \$3,113.50 on the first day of each month commencing January 1, 2020 for calendar year 2020, and the sum of \$3,206.50 on the first day of each month commencing January 1, 2021 for the remainder of the Agreement, for professional services.

COSTS AND EXPENSES

5.1 It is understood and agreed that the compensation recited in Paragraph 4.1 includes usual and ordinary costs and expenses. If it develops that GCSI shall be exposed to extraordinary costs and expenses, then in that event, YPSILANTI TOWNSHIP shall assume and pay the same providing the nature and circumstances thereof are disclosed to and approved by YPSILANTI TOWNSHIP prior to the time the same are incurred.

TERM

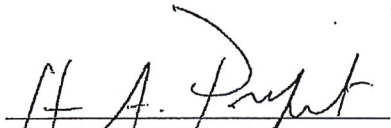
6.1 The term of this Agreement shall be for a minimum of 36 months, and continuing thereafter on a month-to-month basis until written notice of termination has been served with 90 days' prior notice by either party hereto.

NON-ASSIGNABILITY

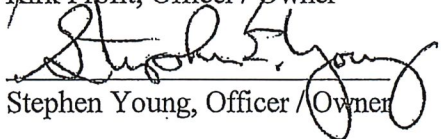
7.1 This Agreement shall be personal to the parties hereof and shall not be transferable or assignable by operation of law or otherwise.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

GOVERNMENTAL CONSULTANT SERVICES, INCORPORATED

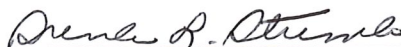

Kirk Profit, Officer / Owner

Date

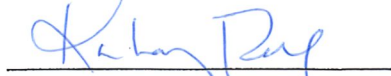

Stephen Young, Officer / Owner

Date

CHARTER TOWNSHIP OF YPSILANTI


Brenda Stumbo, Supervisor

Feb. 6, 2019
Date


Karen Lovejoy-Roe, Clerk

Feb. 6, 2019
Date

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #2**

February 5, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$28,637.00

Request to increase Civic Center roof project by \$ 28,637 for a change order to met building specs This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$28,637.00
		Net Revenues	<u><u>\$28,637.00</u></u>
Expenditures:	CIVIC CENTER ROOF	101-970-000-975.141	\$28,637.00
		Net Expenditures	<u><u>\$28,637.00</u></u>

249 - BUILDING DEPARTMENT FUND

Total Increase \$15,682.00

Request to increase budget for payout of accumulated PTO time of former AFSCME building inspector, who is now the Chief Building Official. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	249-000-000-699.000	\$15,682.00
		Net Revenues	<u><u>\$15,682.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	249-249-000-708.004	\$14,567.00
	FICA	249-249-000-715.000	\$1,115.00
		Net Expenditures	<u><u>\$15,682.00</u></u>

Motion to Amend the 2019 Budget (#2)

Move to increase the General Fund budget by \$28,637 to \$9,509,856 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$15,682 to \$885,878 and approve the department line item changes as outlined.