

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 18, 2020 REGULAR BOARD MEETING

Supervisor Stumbo called the meeting to order at approximately 7:03 p.m. on a Zoom Virtual Board meeting. Supervisor Stumbo stated because this meeting is on Zoom we would not be able to do The Pledge of Allegiance or a moment of silent prayer.

Members Present: Supervisor Stumbo, Clerk Lovejoy Roe,
Treasurer Doe
Trustees: Stan Eldridge, Heather Jarrell Roe
Monica Ross-Williams, and Jimmie Wilson

Members Absent: none

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

JoAnn McCollum, Township Resident said there should be changes in Ypsilanti Township government. She said that a change should be that everyone that would like to be on the ballot should have to get signatures. She said people should earn to be on a ballot. She said no relatives should be on the same board. Ms. McCollum said a mother and daughter-in-law should not be on the same board as with Clerk Lovejoy Roe and Trustee Jarrell Roe. She said she was against zoning for the use of marijuana businesses in Ypsilanti Township. She said it looks to her that the zoning department has chosen with the consent of the Supervisor, Clerk, Treasurer and Lawyer to choose an area that is predominantly black to house marijuana businesses. She said meetings regarding these decisions should be advertised so the public can be involved. She said she has to search to find when meetings discussing these issues are scheduled and it should not be that hard to find them.

Azaz Staffild, Township Resident stated regarding medical marijuana businesses, the 1000 foot distant from any residential area would be hard to find in Ypsilanti Township. She said people in the State of Michigan voted to allow these businesses and she said Ypsilanti Township should be accommodating to these businesses opening in the Township. She said she opposes the zoning restrictions that allows businesses to grow 72 plants because it is not in accordance with the state law in Michigan. She said she believes State law supersedes the zoning board and she said she would like the restrictions to be removed.

Thomas Piotrowski, Township Resident asked what the Township was doing to insure that all our ballots are counted, and making sure the ballots are handled well by the post office.

Supervisor Stumbo stated the Clerk and her staff are really prepared, they go to the post office daily to take ballots and pick up returned ballots. She said the Secretary of State has a special envelope the ballots are in which makes it easier for delivery.

Clerk Lovejoy Roe stated we had some problems with our initial mailings for the August 2020 election. She said she was hoping to get funding to put drop boxes for

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the voted ballots in different areas of the township to make it easier for residents to return their ballots instead using the postal service. She said she encouraged residents to come in the first week of October and pick up their ballots. She said residents can call and make sure we received their ballot.

Thomas Piotrowski, Township Resident asked how we could get this information out to the residents.

Clerk Lovejoy Roe stated that we are trying to get the information on M-Live, in the Eastern Echo, to neighborhood watch groups, Next Door, and Facebook discussion pages. She said that if we can correlate with the water bill we can put it in there. Clerk Lovejoy Roe stated another good place would be on our website.

CONSENT AGENDA

A. MINUTES OF THE JULY 21, 2020 REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR AUGUST 4, 2020 IN THE AMOUNT OF \$561,267.79**
- 2. STATEMENTS AND CHECKS FOR AUGUST 18, 2020 IN THE AMOUNT OF \$1,766,265.59**
- 3. CHOICE HEALTHCARE DEDUCTIBLE ACH EFT FOR JULY 2020 IN THE AMOUNT OF \$29,621.18**
- 4. CHOICE HEALTHCARE ADMIN FEE FOR JULY 2020 IN THE AMOUNT OF \$1,190.50**

C. JULY 2020 TREASURER'S REPORT

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Consent Agenda.

ATTORNEY REPORT

GENERAL LEGAL UPDATE

Attorney Winters stated there continues to be ongoing infrastructure projects that are nearing completion. He said Loonfeather Park had the emergency storm water repair and was quite a big project because of the condition of the pipe. He said Mr. Hoffmeister stated they should have the landscaping completed next week. Attorney Winters stated that they are nearing completion with Burns Park and the final layer of asphalt for the new tennis and pickle ball courts. He said they are going to be doing the rain garden at the skate park and estimates the opening to be in September 2020. He said he was starting to see some warning signs with

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properties and the ordinance department was keeping up with it because he said we do not want to go back to 2008. He said the new contract with Waste Management should go into effect in September and they will be delivering the new 96 gallon carts to all the residents in Ypsilanti Township.

NEW BUSINESS

1. 1ST READING OF PROPOSED ORDINANCE 2020-493, AN ORDINANCE TO AMEND CHAPTER 62, ARTICLE IV, SECTION 62-77 OF THE CODE OF ORDINANCES, CHARTER TOWNSHIP OF YPSILANTI, TO ADJUST SEWAGE DISPOSAL RATES

Jeff Castro, YCUA Director explained the new sewer rates.

Trustee Ross-Williams confirmed with Mr. Castro that it was a 3% increase for sewer.

Clerk Lovejoy Roe read the Ordinance.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the 1st Reading of Proposed Ordinance 2020-493, an Ordinance to Amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to Adjust Sewage Disposal Rates (see attached).

Lovejoy Roe.....Yes Doe.....Yes Eldridge.....Yes
Ross-Williams.....Yes Jarrell Roe.....Yes Wilson.....Yes
Stumbo.....Yes

The motion carried unanimously.

2. 1ST READING OF RESOLUTION 2020-18, PROPOSED ORDINANCE 2020-492, AN ORDINANCE AMENDING THE ZONING CODE, SECTION 306, SCHEDULE OF USES, MEDICAL MARIJUANA DISPENSARIES AND MEDICAL MARIJUANA NURSERIES

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve 1ST Reading of Resolution 2020-18, Proposed Ordinance 2020-492, an Ordinance Amending the Zoning Code, Section 306, Schedule of Uses, Medical Marijuana Dispensaries and Medical Marijuana Nurseries.

Jason Iacoangeli, Planning Director stated this Ordinance Amendment would move Medical Marijuana business locations regarding dispensaries and the operations relating to its' growing moving them from the I-1 and I-2 districts and puts them in with a special conditional use, into the I-C district. He said the only change in this ordinance would be the location for these businesses.

Trustee Jarrell Roe asked if this could be tabled until the board decides whether to allow Recreation Marijuana into the township. She said since medical and

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recreational marijuana facilities usually sell both it seems like it would be logical to wait.

Trustee Eldridge stated Carlisle Wortmans' recommendation was to place marijuana businesses in the I-C district because we were moving them from the I-1 & I-2 districts. He asked Jason Iacogneli if he could remember why they selected the spot adjacent to West Willow. Mr. Iacogneli stated in the new master plan the I-C district is an employment district where all different businesses would be located and it was thought that medical marijuana would fit well into the I-C district along with technology and manufacturing businesses.

Mr. Iacogneli stated that currently I-1, I-2 and I-C are for Medical Marijuana but not for Recreational Marijuana. He said this change was for Medical Marijuana to be allowed only in area zoned I-C.

Clerk Lovejoy Roe stated she feels that retail is different than warehouse and production and that retail medical marijuana should stay where it's at in I-1 and I-2 and also be allowed in B-1,2, and 3. She said she agrees with JoAnn McCollum that it wouldn't be right to dump all of it into one area. She said it is not only unfair for the people who live there but it doesn't make sense for retail. She said retail would want to be in a shopping center or with other retail businesses. She said if the board doesn't want medical marijuana in the township then we should just say it and not put it in I-C where no retail business would want to go anyway.

Azaz Staffild stated she would like to congratulate Ms. Heather Roe because beauty and wisdom don't usually come together. She said God has made an exception for you young lady. She said she also agrees with Ms. Karen Roe that she doesn't see any reason to separate or categorizing Marijuana growing or dispensary facilities. She said what is mind boggling, is Ypsilanti Township so rich they can give money to Carlisle Workman so they could be told to restrict bringing new businesses into the Township and then the board votes to increase utilities cost to their residents. She said this does not make sense to her. She said she would like to expand on this zoning not limit it.

JoAnn McCollum stated the that where I-C is proposed extends to West Willow at the south end of Tyler Road and wondered if that was zoned industrial.

Jason Iacogneli stated the I-C district runs at the very bottom in the South is Coolidge, North is the railroad line next to US-12, the westerly border is Wiard Road only on the east side of Wiard, near the intersection of Wiard and Tyler but not on the west side of that intersection.

Supervisor Stumbo said that I-C ends on the other side of West Willow where ACM is located and not the residential side of West Willow and doesn't go over to McCarthy.

Trustee Ross-Williams said the map appears to show I-C ending on the island on Wiard Road. She said the map should be clearer with its' boundary lines. She said it

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appears on the map to go into West Willow. Trustee Ross-Williams said that the I-C is at ACM and she said she does not think that is where this would go. She said the ordinance itself reads a little differently. She explained the questions she had with the wording in the ordinance. She said she would agree to table this because she thinks the community should be able to discuss this before we move it forward.

A motion was made by Trustee Ross-Williams, supported by Trustee Jarrell Roe to table the 1st Reading of Resolution 2020-18, Proposed Ordinance 2020-492, an Ordinance Amending the Zoning Code, Section 306, Schedule of Uses, Medical marijuana Dispensaries and Medical Marijuana Nurseries.

Lovejoy Roe.....Yes Ross-Williams....Yes Jarrell Roe.....Yes
Eldridge.....Yes Doe.....Yes Wilson.....Yes
Stumbo.....Yes

The motion was carried unanimously.

3. REQUEST TO APPROVE AGREEMENT OF SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE WITH WASHTENAW COUNTY FOR CONSTRUCTION OF A BUS STOP AT SCHOONER COVE

A motion was made by Clerk Lovejoy Roe, supported by Ross-Williams to Approve Agreement of Subaward of Federal Financial Assistance with Washtenaw County for Construction of a Bus Stop at Schooner Cove.

Mike Hoffmeister explained the agreement. He said they do have CDBG funding to pay for part of this project which leaves a balance of about \$52,000.00 which is included in the budget amendment tonight. He said there may be further funding through CDBG which would lower the balance. He said the next agenda item tonight is the contract with Best Asphalt and if approved we will proceed with this project.

Clerk Lovejoy Roe stated that the reason this construction would begin so late in the year was because we have to wait until the HUD funding numbers are available for us which is always in late August.

Clerk Jarrell Roe said she would like to encourage other board members to reach out to AAATA because they are changing the business service in Ypsilanti Township. She would like Matt Carpenter to know that we are moving forward with this project.

Supervisor Stumbo stated they sent a email to AAATA to ask if they were continuing with the bus route. She said with Covid everything is different. She said she thinks that calling and getting a ride from Flex-ride might be quicker for some residents but the regular service would be more reliable.

The motion was carried unanimously.

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4. REQUEST TO APPROVE CONTRACT DOCUMENTS WITH BEST ASPHALT FOR CONSTRUCTION OF THE SCHOONER COVE BUS STOP

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve Request to Approve Contract Documents with Best Asphalt for Construction of the Schooner Cove Bus Stop.

The motion carried unanimously.

5. REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE THE QUOTE FROM RHM FLUID POWER IN THE AMOUNT OF \$11,918.00 BUDGETED IN LINE ITEM #252-252-000-930-000 TO DESIGN, BUILD AND INSTALL CONTROL COMPONENTS FOR GATES 1 AND 2

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Request to Waive the Financial Policy and Approve the Quote from RHM Fluid Power in the Amount of \$11,918.00 Budgeted in Line Item #252-252-000-930-000 to Design, Build and Install Control Components for Gates 1 and 2.

The motion carried unanimously.

6. REQUEST TO AUTHORIZE CIRCUIT COURT LITIGATION TO ABATE PUBLIC NUISANCE AT 281 OHIO ST., 2688 PEACHCREST ST., AND 1448 NASH AVE. BUDGETED IN LINE ITEM #101-950-000-801-023

A motion was made by Trustee Jarrell Roe, supported by Trustee Wilson to Approve Request to Authorize Circuit Court Litigation to Abate Public Nuisance at 281 Ohio St., 2688 Peachcrest St., and 1448 Nash Ave. Budgeted in Line Item #101-950-000-801-023

The motion carried unanimously.

7. REQUEST TO PURCHASE A HIGH SPEED SCANNER FROM HART INTERCIVIC IN THE AMOUNT OF \$124,405.00 BUDGETED IN LINE ITEM #101-215-000-977-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT AND APPROVAL OF A GRANT FROM THE STATE OF MICHIGAN IN THE AMOUNT OF \$30,000.00 BRINGING THE COST OF SCANNER TO \$94,405.00

Clerk Lovejoy Roe said she would like to change the amount to \$109,405.00 because we do not have the \$30,000.00 commitment from the State at this time but the County was giving us \$15,000.00. She said after the approval from the State our part would be \$74,405.00. She said it was going to be less than that because we were going to share it with Superior Township, Pittsfield Township, and the City of Ypsilanti but since they were smaller municipalities they decided not to use a high speed scanner. She said if we do not get this scanner than we would need to

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purchase five more scanners for the November 2020 election which would cost \$25,500.00 plus and we would need to hire more election workers.

Supervisor Stumbo said \$118,000.00 maintenance fee was not in the memo.

Clerk Lovejoy Roe said that for the first six years there was not a separate charge for maintenance. She said beginning in year six through ten there would be software updates and maintenance fees totaling \$118,000.00 over the five years.

Supervisor Stumbo said that when the County changed over to the new system they paid for the new equipment but the Township paid \$75,000.00 for five years. She said the maintenance fee should have been in the memo.

Treasurer Doe stated that if we have to pay \$25,000.00 for more scanners and pay for election workers it was a lot less than the \$250,000.00. He said we won't even have another major election for 2 to 4 years. He said with Covid we do not know what our financial ability will be in the near future.

Trustee Eldridge said he concurs with the Treasurer. He said we don't know where the budget is going to take us. He said he is on the Election Committee and never heard about this. He said he would like to have a special meeting to discuss this.

Clerk Lovejoy Roe said the meeting would have to be in the next several days because we have to place an order. She said we would break even with the high speed scanner with the exception of the maintenance fee. She said without the high speed scanner, we will be well into the next day before we would have results for November. She said we will need approximately 60 people instead of 25 to work the AV count board in the November 2020 election without the high speed scanner.

Treasurer Doe asked since Ann Arbor was getting the high speed scanner will they have scanners we can purchase from them.

Clerk Lovejoy Roe stated a lot of municipalities are asking for Ann Arbors' extra scanners.

Supervisor Stumbo asked about scanning them early and tabulate them on election day.

Clerk Lovejoy Roe explained how the high speed scanner would work. She stated we cannot run them through the tabulator in the State of Michigan before election day.

Trustee Eldridge again said we should have a special meeting to discuss this.

Treasurer Doe asked if it was because of the write-ins on the August 2020 ballot the reason for the long night.

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Clerk Lovejoy Roe stated it took a long time for the write-ins but said they were not even at that point until 2:00am. She said from 2:00am until 5:30am they were doing the write-ins. She said it is estimated that we may have as many as 25,000 absent ballots for November. She said we had 11,000 come back in August and said we have over 14,000 applications so far for November and we are receiving 20-30 daily adding to the list.

Treasurer Doe stated he agreed with Trustee Eldridge to have a meeting in a couple days and gather more information before making a decision.

Trustee Ross-Williams stated she questioned whether to purchase this high speed scanner because we do not know what the budget will be for 2021. She said that we don't know what money the federal government will have for the states or municipalities. She said with the additional funding for the courts in Ypsilanti Township she does not feel the board should commit to this major purchase.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Request to Purchase a High Speed Scanner from Hart Intercivc in the Amount of \$124,405,00 Budgeted in Line Item #101-215-000-977-000 Contingent upon Approval of the Budget Amendment and Approval of a Grant from the State of Michigan in the Amount of \$30,000.00 Bringing the Cost of Scanner to \$94,405.00

A motion was made by Trustee Eldridge, supported by Treasurer Doe to Table the Request to Purchase a High Speed Scanner from Hart Intercivc.

Lovejoy Roe.....Yes Eldridge.....Yes Ross-Williams.....Yes
Doe.....Yes Wilson.....Yes Jarrell Roe.....Yes
Stumbo.....Yes

The motion carried unanimously.

**8. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF
STREETLIGHT SPECIAL ASSESSMENT DISTRICT FOR CRYSTAL PONDS ON
SEPTEMBER 15, 2020 AT APPROXIMATELY 7:00PM**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve the Request to set a Public Hearing for the Creation of Streetlight Special Assessment District for Crystal Ponds on September 15, 2020 at Approximately 7:00PM

The motion carried unanimously.

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**9. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF A
NEIGHBORHOOD SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT
FOR CRYSTAL PONDS ON SEPTEMBER 15, 2020 AT APPROXIMATELY
7:05PM**

A motion was made by Trustee Ross-Williams, supported by Trustee Eldridge to Approve the Request to Set a Public Hearing for the Creation of a Neighborhood Security Camera Special Assessment District for Crystal Ponds on September 15, 2020 at Approximately 7:05PM.

The motion carried unanimously.

10. BUDGET AMENDMENT #9

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe Approve Budget Amendment #9 (see attached).

Clerk Lovejoy Roe asked what the Court was planning to reduce expenditures since they are not open and their revenue was reduced. She said the Court should have a plan to reduce expenditures since they have less revenue coming in.

Supervisor Stumbo stated she has asked them to work on it but they were under a different order from the State Court than the Township Government. She said they are doing a draft budget and we can ask questions at that time.

The motion carried unanimously.

AUTHORIZATIONS AND BIDS

**1. REQUEST TO SEEK SEALED BIDS FOR A FIVE YEAR LEASE FOR THE GOLF
CART FLEET AT GREEN OAKS GOLF COURSE**

A motion was made by Trustee Jarrell Roe, supported by Trustee Wilson to Approve the Request to Seek Sealed Bids for a Five Year Lease for the Golf Cart Fleet at Green Oaks Golf Course.

The motion carried unanimously.

**2. REQUEST TO APPROVE THE PROPOSAL FROM COFFEE TREE GROUP FOR
MANAGED DETECTION AND RESPONSE SERVICE AND TO APPROVE
SIGNING OF THE AGREEMENT PENDING ATTORNEY REVIEW**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Proposal from Coffee Tree Group for Managed Detection and Response Service and to Approve Signing of the Agreement Pending Attorney Review.

The motion carried unanimously.

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**3. REQUEST TO SEEK QUALIFICATIONS FOR CONSULTING SERVICES FOR
THE DEVELOPMENT OF A REBUILT TOWNSHIP WEBSITE**

A motion was made by Trustee Ross-Williams, supported by Trustee Jarrell Roe to Approve Request to Seek Qualifications for Consulting Services for the Development of a Rebuilt Township Website.

Trustee Ross-Williams stated this was great news that we will be getting, hopefully, an easier to navigate website for our residents.

Clerk Lovejoy Roe stated it should be a website that can be used on our phones.

The motion carried unanimously.

OTHER BUSINESS

1. DISCUSSION ON DOG PARK AT LAKESIDE PARK

David Streeter, Park Commission, stated that over a year ago they had begun looking for areas in the Township that would be conducive for a dog park. He said they looked at the eastern portion of Lakeside Park and thought it would be a good area for a dog park. He said but because of Covid they didn't get on the board agenda until now.

Trustee Ross-Williams stated that it should go under New Business if we were going to take action on it.

Clerk Lovejoy Roe stated it was her understanding that Mr. Streeter just wanted to present the idea but if that is something the board would like to do then we could make a motion now or bring it back on a future agenda. She said we could approve the site for a future dog park. Clerk Lovejoy Roe stated she knew residents were asking for a dog park.

Trustee Eldridge asked that this is put on an agenda but we should also talk with our attorney about a dog park because there are probably liability issues we will have to address.

Trustee Jarrell Roe said she thought that Mr. Streeter was probably trying to get board feedback on their thoughts regarding a dog park and the proposed site. She said that she would like to possibly look into some grant funding maybe asking Mr. Hoffmeister to look into it since we are questioning meeting our financial obligations in the near future.

David Streeter stated finding a location and liability was at the top of the Park Commission's list to begin with. He said that is why they did want to get feedback on the possible park being at Lakeside Park. He said the community was really interested in getting a dog park in the township. Mr. Streeter said that Swift Run

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Park is a joint venture between the Pittsfield Township and Washtenaw County. He said some of the newer neighborhoods in the south end of the township have incorporated dog parks within their neighborhood. He said Covid did bring people outside and many have dogs. He said he was coming to the board asking what the first steps should be for a dog park in Ypsilanti Township.

Trustee Ross-Williams stated designating land would not be a financial concern. She said if financially we could not move this forward we would already have the land designated until we were able to complete this venture. She said you could designate the property as you were getting the environmental studies completed to see if this is the right place for a dog park. She said she thanked David for his leadership on the Park Commission and for listening to our residents.

Supervisor Stumbo stated that she doesn't know exactly how many acres Lakeside Park is but knows the area is very wet. She said she doesn't know if that would matter for a dog park. She said the environmental study would address that. She said the Eastern Rowing team which is housed there was interested before Covid to have a Regatta at that park. She said she knows residents are interested in getting a dog park.

David Streeter said the Park Commission had looked into township owned property that was about one to five acres. He said he would get together with the Trustees and bring it back to the board. He said it is hard for us to move forward without going through the Trustees.

Elliott Smith, OHM said he would be happy to speak to Mr. Streeter and work with him on the cost estimates. He said they have done a dog park up in Novi.

Trustee Wilson would like to move forward with the next steps.

Trustee Ross-Williams said she would like for them to look at other township owned property for this dog park.

Clerk Lovejoy Roe said that in Kentucky in a town with 10,000 residents they got several fence companies to donate the fence and then volunteers put it up. She said the fencing is the most expensive part of the dog park.

2. DISCUSSION ON EQUITY COMMITTEE

Clerk Lovejoy Roe said she would like to move forward with this and decide what the next steps would be.

Supervisor Stumbo stated she has reached out to the County but she has working on budget items. She said that maybe waiting for the new board since we have a big election coming up would be best.

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BOARD MEMBER UPDATES

Clerk Lovejoy Roe stated she has reached out to Treasurer Catherine McClary about the tax foreclosures but she has not responded. She said by law the Township has the right of first refusal. She said the auction is set to go in September. She suggested that if the board agrees, Attorney Winters may need to contact Ms. McClary.

Attorney Winters said if someone would send him the letter Clerk Lovejoy Roe sent to Ms. McClary he could follow up on that. He said normally we get the list in April or May. He said Ms. McClary has been illegally selling those houses for profit for Washtenaw County for years. He said he will send the letter to get the list of foreclosed homes in Ypsilanti Township. He said that Ypsilanti Township has never sold those houses for profit but sold it directly to Habitat for Humanity. He said but currently Habitat has several houses they purchased which are still needing to be rehabilitated.

Trustee Ross-Williams stated that at the last meeting with West Willow there were concerns about police response. She said it was not just a West Willow problem but a problem throughout the township. She said community members do not feel safe with the police in Ypsilanti Township. Trustee Ross-Williams said that the Township pays a lot of money for police service and we need this service regardless of the issues with Covid. She suggested that there should be a meeting with Washtenaw County Sheriff to find out how they will deal with serving our community post Covid.

Supervisor Stumbo said they had a meeting via zoom with the Sheriff and they will continue to have another meeting with them next week.

Supervisor Stumbo was awarded a Daniel Burnhand award for their comprehensive master plan and only one municipality receives this award in the state each year. She said it is an honor to receive this award. She said if we are continuing with zoom meeting we need to set up a policy for these types of meetings.

A motion was made by Trustee Eldridge, supported by Trustee Ross-Williams to Adjourn.

Motion carried unanimously.

The meeting was adjourned at approximately 9:18PM.

Respectfully Submitted,

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

**Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti**

CHARTER TOWNSHIP OF YPSILANTI

Proposed Ordinance 2020-493

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

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

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

For all billings rendered prior to October 1, 2020, existing sewage disposal service rates shall prevail. For all billings rendered on or after October 1, 2020, charges for sewage disposal services shall be as follows, for each bimonthly (two-month) period:

Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Water Sewer Rate
5/8-3/4	\$ 16.47
1	\$ 41.18
1-1/2	\$ 82.36
2	\$ 131.78
3	\$ 411.79
4	\$ 823.59
6	\$ 1,647.16
8	\$ 2,882.54
10	\$ 4,529.70
12	\$ 5,353.29

Commodity rate: \$2.71 per 100 cubic feet

* * * * *

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2020-493 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 18, 2020. The second reading is scheduled to be heard on September 15, 2020.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

COUNTY OF WASHTENAW, MICHIGAN

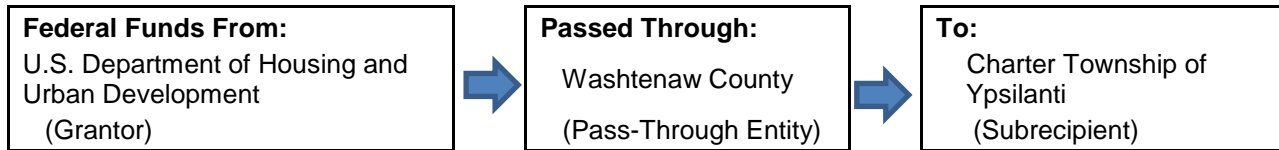
Agreement for Subaward of Federal Financial Assistance

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 **9th day of July, 2020**, 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	781488648
Federal Award Identification Number (FAIN)	B-20-UC-26-006
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	2020 – July 9, 2020
Subaward Period of Performance (start and end date)	7/9/2020 - 7/8/2021
Amount of Federal Funds Obligated by this Agreement	\$138,446

Total Amount of Federal Funds Obligated to the Subrecipient	\$138,446
Total Amount of the Federal Award	2020 – \$2,155,422
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 of construction for a bus stop enhancement project at Schooner Cove Boulevard and S. Huron River Drive 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

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

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

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

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

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will agree to use Washtenaw Urban County 2020 CDBG funds for the eligible costs of construction for a bus stop enhancement project at Schooner Cove Boulevard and S. Huron River Drive in the Charter Township of Ypsilanti. Design includes a bus bay (pull out) at the northeast corner of Schooner Cove Boulevard and S. Huron River Drive, improvements to existing storm water management system and adjacent asphalt pathway, and addition of a pedestrian crosswalk to access the bus stop from the south side of Huron River Drive. The contract will be paid for with 2020 Urban County CDBG funding, **not to exceed One Hundred Thirty Eight Thousand Four Hundred Forty Six Dollars and Zero Cents (\$138,446.00)**, in accordance with the budget in Attachment B. Project costs exceeding \$138,446.00 will be the responsibility of the Township.

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 the 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 the OCED Fiscal Assistant**. The Subrecipient shall submit programmatic reports **as requested to CDBG Management Analyst**.

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 **July 9, 2020** and ends on **July 8, 2021**, with an option to extend an additional **3 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. Nothing herein shall be construed to waive, limit or restrict any governmental immunity defense available to the subrecipient (Ypsilanti Township).

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 \$13.91 per hour with benefits or \$15.51 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, 2021 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: Charter Township of Ypsilanti (Subrecipient)

By: _____
Teresa Gillotti (DATE)
Director, OCED

BY: _____
Brenda Stumbo (DATE)
Township Supervisor

By: _____
Karen Lovejoy Roe (DATE)
Township Clerk

APPROVED AS TO FORM:

By: _____
Michelle K. Billard (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.

Signature of Subrecipient's Authorized Representative

Title of Subrecipient's Authorized Representative

Name of Subrecipient Organization

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:

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-

- (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:

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.

- (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;

Name of Subrecipient Organization

- (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).

Printed Name and Title of Subrecipient's Authorized Representative

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:

Signature of Subrecipient's Authorized Representative

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

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: _____ CFDA Number: _____

Subrecipient Information:

Organization Name: _____

Street Address: _____

City, State, Zip Code: _____

Independent Audit Firm: _____

Certification for Fiscal Year Ending (mm/dd/yyyy): _____

(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.

Signature of Subrecipient's Authorized Representative

Date

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 **TOWNSHIP** for the eligible costs of construction for a bus stop enhancement project at Schooner Cove and S. Huron River Drive in the Charter Township of Ypsilanti. These activities will be paid for with 2020 CDBG funding in accordance with the budget in Attachment B.

The full construction plans upon which the construction will be based can be found in Attachment C (Request for Proposals Bid Book).

PROJECT TIMELINE:

A competitive Request for Proposals process was administered by OHM Advisors; the bid opening occurred on April 17, 2020. **See Attachment C for the full RFP bid book as published.** A bid award is expected to be approved at the Ypsilanti Township Board of Trustees meeting on August 4, 2020. The expected timeline for construction as outlined in the bid specifications is as follows:

Activity	Deadline
Charter Township of Ypsilanti Township will award contract to most responsible and responsive bidder.	August 18, 2020
Pre-construction meeting	August 19, 2020
Contractor to submit all required Davis Bacon paperwork and Section 3 Plan	Sept. 9, 2020
Contractor will begin construction.	Sept. 14, 2020
Office of Community Development will perform Davis-Bacon Interviews.	September – October 2020
Contractor will achieve substantial completion of project (pavement and storm improvements 100% complete).	October 30, 2020
Contractor will complete final site clean-up/restoration and OHM will perform a final inspection.	May 15, 2021
Charter Township of Ypsilanti will submit request for reimbursement from Washtenaw County OCED, along with accompanying proof of payment, original Davis-Bacon payroll forms, and Section 3 Summary Report.	June 30, 2021
Project Completion Date: June 30, 2021	

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 Thirty Eight Thousand Four Hundred Forty Six Dollars and Zero Cents (\$138,446.00) in 2020 CDBG Funds** according to the budget below:

PROJECT BUDGET:

Schooner Cove Bus Stop Enhancement Project Construction Budget	
REVENUE SOURCE(S):	TOTAL
Grant Amounts CDBG (2020) - allocation	\$138,446.00
Other Support (In-Kind)	
Status of Funds	
Total Revenues	\$138,446.00
PROGRAM EXPENSES	TOTAL
Personnel, Taxes & Fringe Benefits	
Consultant & Contractual Fees	
Space & Related Costs	
Printing / Supplies	
Specific Assistance - scholarships	
Audit	
Program Evaluation	
Marketing	
Other – postage, communications	
Other – travel, insurance	
Other – staff development	
Other – construction	\$138,446.00
Total Expenditures	\$138,446.00

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #9**

August 18, 2020

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$413,562.00

Request to increase budget to transfer funds from General Fund to 14B District Court Fund for operations such as payroll and health care. Due to the circumstances revolving around the COVID-19 pandemic, the revenue has been extremely low. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$100,000.00
		Net Revenues	<u><u>\$100,000.00</u></u>
Expenditures:	Transfer to 14B Court	101-999-000-969.236	\$100,000.00
		Net Expenditures	<u><u>\$100,000.00</u></u>

Request to increase budget for the Schooner Cove Bus Shelter project for the low bid of \$165,803 plus \$16,697 for contingency of any unforeseen issues totaling \$182,500. This will be funded by a Community Development Block Grant (CDBG) for \$138,446 and the Township portion would be funded by an appropriation for prior year fund balance of \$44,054.

Revenues:	Federal Grant CDBG	101-000-000-522.000	\$138,446.00
	Prior Year Fund Balance	101-000-000-699.000	\$44,054.00
		Net Revenues	<u><u>\$182,500.00</u></u>
Expenditures:	Bus Shelter - Capital Outlay	101-970-000-974.100	\$182,500.00
		Net Expenditures	<u><u>\$182,500.00</u></u>

Removed from the budget amendment at the Board Meeting 8-18-2020

Request to increase budget for the purchase of a high speed election ballot scanner for our absentee voter count board to use. This scanner is needed to accommodate the increased volume in absentee ballots we are receiving. The cost of the scanner is \$124,405 and the Clerk will be applying for a State Grant of \$30,000 with the Boards permission. This budget amendment will be contingent upon being awarded the grant. This will be funded by an Appropriation for Prior Year Fund Balance of \$94,405 and a State Grant of \$30,000.

Revenues:	State Grant	101-000-000-569.019	\$30,000.00
	Prior Year Fund Balance	101-000-000-699.000	\$94,405.00
		Net Revenues	<u><u>\$124,405.00</u></u>
Expenditures:	Equipment	101-215-000-977.000	\$124,405.00
		Net Expenditures	<u><u>\$124,405.00</u></u>

Request to increase budget for PTO payout request of 140 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$3,396.00
		Net Revenues	<u><u>\$3,396.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-215-000-708.004	\$3,155.00
	FICA	101-215-000-715.000	\$241.00
		Net Expenditures	<u><u>\$3,396.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #9**

August 18, 2020

101 - GENERAL OPERATIONS FUND - Continued

Request to increase budget for PTO payout request of 120 hours to be paid at 75%. This will be funded by an Appropriation for Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$3,261.00
		Net Revenues	<u>\$3,261.00</u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-227-000-708.004	\$3,029.00
	FICA	101-227-000-715.000	\$232.00
		Net Expenditures	<u>\$3,261.00</u>

230 - RECREATION FUND

Total Increase \$3,000.00

Request to increase budget for an award from mParks - Rapid Response Grant in the amount of \$3,000 to create activity packs for families in an effort to promote interest in physical activity and parks. This will be funded by a grant.

Revenues:	County Grant	230-000-000-540.000	\$3,000.00
		Net Revenues	<u>\$3,000.00</u>
Expenditures:	Rec Enrichment Programs	230-751-000-740.400	\$3,000.00
		Net Expenditures	<u>\$3,000.00</u>

236 - 14 B DISTRICT COURT FUND

\$0.00

Request to accept transferred funds from General Fund to 14B District Court Funds for operations such as payroll and health care. Due to the circumstances revolving around the COVID-19 pandemic, the revenue has been extremely low. The net to the Fund Balance will be zero because we will increase the transfer in revenue line and decrease the fines and costs revenue line. This will be funded by a Transfer of cash from General Fund to 14B District Court Fund.

Revenues:	Transfer In: General Fund	236-000-000-697.000	\$100,000.00
		Net Revenues	<u>\$100,000.00</u>
Revenues	14B Ordinance Fines and Costs	236-000-000-605.001	(\$100,000.00)
		Net Expenditures	<u>(\$100,000.00)</u>

**CHARTER TOWNSHIP OF YPSILANTI
2020 BUDGET AMENDMENT #9**

August 18, 2020

252 - HYDRO STATION FUND

Total Increase \$33,918.00

Request to increase budget for repairs maintenance-machinery line, miscellaneous line, City of Ypsilanti 10% of revenue share line, and fish escrow expenditure line. The increase to repair maintenance is needed for basic repairs. The increase to the miscellaneous line is for bank fees. The increase to City share and fish escrow are a result of the higher energy revenue produced by the dam. As of July, the revenues received for dam energy produced is over the budgeted amount of \$400,000. This will be funded by increasing the revenue earned by dam productivity.

Revenues:	Ford Lake Hydro Station	252-000-000-641.003	\$22,000.00
		Net Revenues	<u><u>\$22,000.00</u></u>
 Expenditures:	Repairs Maintenance-Machinery	252-252-000-930.000	\$5,000.00
	Miscellaneous	252-252-000-956.000	\$1,000.00
	City of Ypsilanti -10% revenue share	252-252-000-956.009	\$15,000.00
	Fish Escrow	252-252-000-956.019	\$1,000.00
		Net Expenditures	<u><u>\$22,000.00</u></u>

Request to increase budget to replace hydraulic components on gates 1 and 2 at the Hydro Station. This will be funded by increasing the revenue earned by dam productivity.

Revenues:	Ford Lake Hydro Station	252-000-000-641.003	\$11,918.00
		Net Revenues	<u><u>\$11,918.00</u></u>
 Expenditures:	Repairs Maintenance-Machinery	252-252-000-930.000	\$11,918.00
		Net Expenditures	<u><u>\$11,918.00</u></u>

Motion to Amend the 2020 Budget (#9)

Move to increase the General Fund budget by \$413,562 to \$10,351,074 and approve the department line item changes as outlined.

Move to increase the Recreation Fund budget by \$3,000 to \$778,199 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$33,918 to \$517,418 and approve the department line item changes as outlined.