

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE SEPTEMBER 15, 2020 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00 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 HEARING**

**A. 7:00PM – RESOLUTION 2020-11, CREATION OF NEIGHBORHOOD  
STREETLIGHT SPECIAL ASSESSMENT DISTRICT #219 CRYSTAL POND  
(PUBLIC HEARING SET AT THE AUGUST 18, 2020 REGULAR MEETING)**

**Supervisor Stumbo declared the Public Hearing opened at 7:01PM.**

Clerk Lovejoy Roe read an email from Shekinah Errington, resident of Crystal Pond. She said Ms. Errington supports the streetlights and cameras and was happy Lombardo Homes was paying for the installation. Ms. Errington stated she would prefer to have their association pay the fees. Clerk Lovejoy Roe stated she sent her an email stating DTE would only work with municipalities but she told her the Association could hire an electrical contractor to put in the lights. Clerk Lovejoy Roe said she explained what the law was regarding special assessment districts. Clerk Lovejoy Roe did not hear back from Ms. Errington.

**Supervisor Stumbo declared the Public Hearing closed at 7:04PM.**

**B. 7:00PM – RESOLUTION 2020-12, CREATION OF NEIGHBORHOOD CAMERA  
SPECIAL ASSESSMENT DISTRICT #075 CRYSTAL POND  
(PUBLIC HEARING SET AT THE AUGUST 18, 2020 REGULAR MEETING)**

**Supervisor Stumbo declared the Public Hearing opened at 7:07PM.**

**No Public Comments.**

**Supervisor Stumbo declared the Public Hearing closed at 7:08PM**

**All agreed to bring both Resolutions to the next meeting for action because the Resolutions were incorrect in the packet.**

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**PUBLIC COMMENTS**

JoAnn McCollum, Township Resident, thanked Supervisor Stumbo for the lights on Michigan Ave. She said they look great. She said she thanked Trustee Ross-Williams for the Ethics and Conflict of Interest Policy. She said she likes the part that says resist all the temptation and outside pressure to use the position for a singular benefit. She said the board should not have same family members on the board.

David Benoit, Township Resident thanked the board for the green waste management bin. He said for the first time in the six years that he has lived in Ypsilanti Township he was experiencing rats in his neighborhood. He said he is concerned about brush collection and believes this may be why they are having problems with rodent control. He said he would ask the board while they are working out the budget to reconsider brush collection. He thanked the board for their continued work and service to the township.

**CONSENT AGENDA**

**A. MINUTES OF THE AUGUST 18, 2020 REGULAR MEETING AND AUGUST 26, 2020 SPECIAL MEETING**

**B. STATEMENTS AND CHECKS**

- 1. STATEMENTS AND CHECKS FOR SEPTEMBER 1, 2020 IN THE AMOUNT OF \$480,016.38**
- 2. STATEMENTS AND CHECKS FOR SEPTEMBER 15, 2020 IN THE AMOUNT OF \$715,481.89**
- 3. CHOICE HEALTHCARE DEDUCTIBLE ACH EFT FOR AUGUST 2020 IN THE AMOUNT OF \$31,531.32**
- 4. CHOICE HEALTHCARE ADMIN FEE FOR JULY 2020 IN THE AMOUNT OF \$1,196.50**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to Approve the Consent Agenda.**

**The motion carried unanimously.**

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

He said several years ago the Township had numerous problems with David Kircher who owned income property in Ypsilanti Township. He went to prison for his criminal acts and we thought we were finished with dealing with him. Attorney

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Winters stated that a few years ago David Kircher with a different Attorney filed three counts against the Township for inverse condemnation making allegations that the Township had motivation to acquire Eastern Highland Apartments. He said while Mr. Kircher was filing this lawsuit the Michigan Municipal League, which is the Townships' Insurer does not provide coverage to the Township on claims of inverse condemnation. He said because of this the Township had all of the risks, all of the exposure, and all of the cost. He said the Judge dismissed the lawsuit with prejudice stating this lawsuit was frivolous. He said the Township had to bare this by themselves since the Insurer would not provide coverage. He said a number of the MMLPP competitors do provide coverage for inverse condemnation and encouraged this board and the future board to think about getting coverage in case the future brings another lawsuit for inverse condemnation so the Township is not left vulnerable if this happens again.

**OLD BUSINESS**

- 1. 2<sup>nd</sup> 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 (1<sup>ST</sup> READING HELD AT THE AUGUST 18, 2020 REGULAR MEETING)**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the 2<sup>ND</sup> 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  
Jarrell Roe.....Yes    Ross-Williams.....Yes    Wilson.....Yes  
Stumbo.....Yes**

**The motion carried unanimously.**

**NEW BUSINESS**

- 1. REQUEST TO APPROVE AGREEMENT WITH DTE FOR INSTALLATION OF ONE (1) STREETLIGHT AT THE INTERSECTION OF CLARK RD. AND FORD BLVD. TO FACILITATE A PUBLIC SAFETY CAMERA IN THE AMOUNT OF \$1,382.15 BUDGETED IN LINE ITEM #266-301-000-977-000**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to Approve Agreement with DTE for Installation of One (1) Streetlight at the Intersection of Clark Rd. and Ford Blvd. to Facilitate a Public Safety Camera in the Amount of \$1,382.15 Budgeted in Line Item #266-301-000-977-000 (see attached).**

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Mike Radzik, OCS Director stated that this is one place law enforcement has suggested a streetlight and camera. He said this has been an area for many accidents.

**The motion was carried unanimously.**

**2. REQUEST TO SET A PUBLIC HEARING DATE OF TUESDAY, OCTOBER 20, 2020 AT APPROXIMATELY 7:00PM – SPECIAL ASSESSMENT TAX LEVY**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Request to set a Public Hearing Date of Tuesday, October 20, 2020 at Approximately 7:00PM – Special Assessment Tax Levy .**

**The motion was carried unanimously.**

**3. REQUEST TO WAIVE THE FINANCIAL POLICY AND AWARD THE LOW QUOTE FOR PURCHASE OF A VENTRAC 4500Y TO WEINGARTS OF ANN ARBOR IN THE AMOUNT OF \$26,422.25 BUDGETED IN LINE ITEM #252-252-000-976-000**

**A motion was made by Trustee Wilson, supported by Trustee Eldridge to Approve the Request to Waive the Financial Policy and Award the Low Quote for Purchase of a Ventrac 4500Y to Weingarts of Ann Arbor in the Amount of \$26,422.25 Budgeted in Line Item #242-242-000-976-000.**

Clerk Lovejoy Roe stated she doesn't think we should mow this area that it isn't environmental good. She said its' very steep and should be left alone to grow. She said mowing isn't good for water quality.

Michael Saranen, Hydro said that we are not allow to let this grow due to federal regulations. He said using a weed wacker on the embankments are very dangerous for falls. He said this is a tool that makes it safer for our employees.

Supervisor Stumbo stated that other departments can use this for other uses.

Mr. Saranen stated there are attachments you can purchase that will do a variety of jobs.

Trustee Ross-Williams asked if we could use it for park maintenance.

Michael Hoffmeister, Residential Services Director said it can be used for many different things such as mowing ditches and with attachments it could be used for snow plowing.

**The motion was carried unanimously.**

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- 4. REQUEST TO WAIVE THE FINANCIAL POLICY AND APPROVE UIS, A SINGLE SOURCE PROVIDER TO PROVIDE PROGRAMMING SERVICES ON THE EXISTING PROGRAMMABLE LOGIC CONTROLLER (PLC) AT THE HYDRO STATION IN THE AMOUNT OF \$10,125.00 BUDGETED IN LINE ITEM #252-252-000-976-000**

**A motion was made by Trustee Wilson, supported by Trustee Eldridge to Approve Request to Waive the Financial Policy and Approve UIS, a Single Source Provider to Provide Programming Services on the Existing Programmable Logic Controller (PLC) at the Hydro Station in the Amount of \$10,125.00 Budgeted in Line Item #242-242-000-976-000.**

**The motion carried unanimously.**

- 5. REQUEST TO APPROVE PROPOSAL FOR PROFESSIONAL SERVICES FROM STANTEC FOR THE MDNR TRUST FUND GRANT PROJECT TO LOONFEATHER POINT PARK IN THE AMOUNT OF \$58,696.00 BUDGETED IN LINE ITEM #212-970-000-975-587**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to Approve Proposal for Professional Services from Stantec for the MDNR Trust Fund Grant Project to Loonfeather Point Park in the Amount of \$58,696.00 Budgeted in Line Item #212-970-000-975-587.**

Michael Hoffmeister, Residential Services Director said we were awarded a Trust Fund Grant through Michigan Department of Natural Resources for Loonfeather Park. He said part of that agreement is work with a professional that will take us from engineering design all the way through construction and administration.

**The motion carried unanimously.**

- 6. RESOLUTION 2020-20, 2020 MICHIGAN DEPARTMENT OF NATURAL RESOURCES TRUST FUND PROJECT AGREEMENT RESOLUTION**

**A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to Approve Resolution 2020-20 2020 Michigan Department of Natural Resources Trust Fund Project Agreement Resolution (see attached).**

**The motion carried unanimously.**

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**7. REQUEST TO APPROVE THE AMENDED AGREEMENT FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE WITH WASHTENAW COUNTY FOR CONSTRUCTION OF THE SCHOONER COVE BUS STOP**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve the Amended Agreement for Subaward of Federal Financial Assistance with Washtenaw County for Construction of the Schooner Cove Bus Stop (see attached).**

Clerk Lovejoy Roe stated that she has reached out to AAATA but they have not responded. She said she didn't know if it was because of Covid they were not getting back to us. She said because usually they talk with us when they are changing their service and we work with them to try and keep routes in the most needed part of the Township

Attorney Winters said it is disrespectful of AAATA to not respond to the Township Board. He said they responded when they wanted millage money. He said the township needs to know what service they are going to provide to the township.

Trustee Ross-Williams stated she was at the AAATA meeting. She thinks the services was restored to the south side of Ypsilanti but has not responded to us. She said essential bus service is still going on with AAATA. She said it needs to be restored at least a few times a day to help with moving residents around the township. She said she would like Mr. Carpenter to come to a future board meeting so he can explain when this will be restored in the township because the township is still paying for the millage.

Supervisor Stumbo said AAATA required so many riders to put up a bus shelter and the Schooner Cove area must have been busy enough to suggest the shelter but now they are not servicing that area.

**The motion carried unanimously.**

**8. REQUEST TO APPROVE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE ANN ARBOR YMCA**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve an Amendment to the Memorandum of Understanding with the Ann Arbor YMCA (see attached).**

Mike Hoffmeister, Residential Services Director stated that we signed an agreement with YMCA about providing summer camps at our Community Center. He said although it started late they did provide the camps. He said this is an amendment to that agreement that terminated the end of summer. He said this amendment will allow us to partner with the YMCA to provide learning labs where students can go to participate in virtual school. He said they will attend the learning lab at the Community Center. He said this will be for students who may have

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parents that both work and have nowhere to send their children. Mr. Hoffmeister said the YMCA began this program this week and we are working to enhance our wifi at the Community Center to accommodate this program.

Trustee Wilson stated that he is happy to be providing this service but his wife called for their six year old to attend and the cost is quite high. He said it is in the range of a high priced day care and expected YMCA to be a little lower cost. He said he is happy the opportunity is there for people who can afford it.

Supervisor Stumbo stated they have scholarships available. She asked how many participants are they able to handle.

Mr. Hoffmeister stated there would be two groups of 8-10 kids. He said they will be socially distanced and supervised by an adult.

**The motion carried unanimously.**

**9. REQUEST TO APPROVE THE AGREEMENT WITH THE WASTE  
MANAGEMENT FOR MUNICIPAL SOLID WASTE, RECYCLING AND YARD  
WASTE**

**Supervisor Stumbo stated that Attorney Winters said they are asking to table this for clarification.**

**A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to Table the Request to Approve the Agreement with the Waste Management for Municipal Solid Waste, Recycling and Yard Waste.**

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

**The motion carried unanimously.**

**10. BUDGET AMENDMENT #11**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe Approve Budget Amendment #11 (see attached).**

**The motion carried unanimously.**

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

**Motion carried unanimously.**

**The meeting was adjourned at approximately 8:18PM.**

**Respectfully Submitted,**

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

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



**CHARTER TOWNSHIP OF YPSILANTI**

**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:

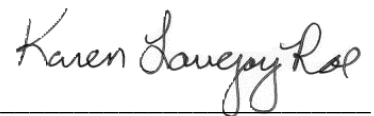
**Readiness-to-serve rates based on size of meter:**

Meter Size (inch)	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 adoption of Ordinance No. 2020-493 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on September 15, 2020 after first being introduced at a Regular Meeting held on August 18, 2020. The motion to approve was made by member Roe and seconded by Doe YES: Stumbo, Roe, Doe, Eldridge, Ross Williams, Jarrell Roe, Wilson ABSENT: None NO: None ABSTAIN: None.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# Charter Township of Ypsilanti

## RESOLUTION NO. 2020-20

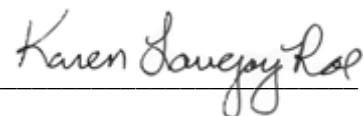
### 2020 MICHIGAN DEPARTMENT OF NATURAL RESOURCES

#### TRUST FUND PROJECT AGREEMENT RESOLUTION

It is Resolved that the Charter Township of Ypsilanti, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Charter Township of Ypsilanti does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \$296,500.00 (or 50%) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2020-20 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on September 15, 2020.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

**COUNTY OF WASHTENAW, MICHIGAN**

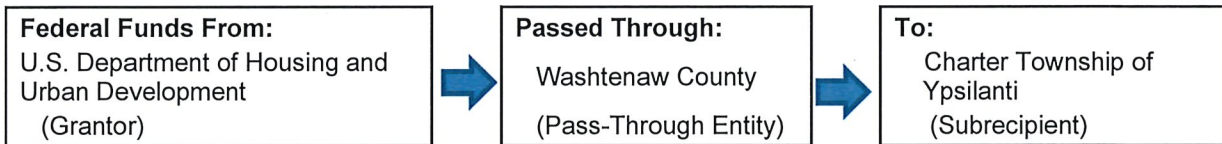
**Agreement for Subaward of Federal Financial Assistance**

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 **9<sup>th</sup> 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	\$160,463

Total Amount of Federal Funds Obligated to the Subrecipient	\$160,463
Total Amount of the Federal Award	2020 – \$2,155,422
Federal Award <b>Project Description</b> (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 Sixty Thousand Four Hundred Sixty Three Dollars and Zero Cents (\$160,463.00)**, in accordance with the budget in Attachment B. Project costs exceeding \$160,463.00 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  
Brenda Stumbo (DATE)  
Township Supervisor Sept. 16, 2020

By: Karen Lovejoy Roe  
Karen Lovejoy Roe (DATE)  
Township Clerk Sept. 16, 2020

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

Charter Township of Ipsilanti  
 Name of Subrecipient Organization

Brenda Stumba | Kathy Ray  
 Title of Subrecipient's Authorized Representative  
 Supervisor | Clerk

Sept. 16, 2020  
 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:



Contract # \_\_\_\_\_

## 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: 14\_\_218

**Subrecipient Information:**

Organization Name: The Charter Township of Ypsilanti

Street Address: 7200 S Huron River Drive

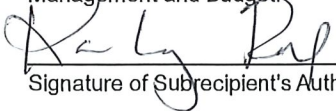
City, State, Zip Code: Ypsilanti, MI 48197

Independent Audit Firm: PSLZ, LLP, 1034 West Ann Arbor Trail, Plymouth, MI 48170

Certification for Fiscal Year Ending (mm/dd/yyyy): December 31, 2019

(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

Sept. 16, 2020  
 Date

For Washtenaw County Use Only

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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:

<b>Activity</b>	<b>Deadline</b>
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
<b>Project Completion Date: June 30, 2021</b>	

**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 Sixty Thousand Four Hundred Sixty Three Dollars and Zero Cents (\$160,463.00) in 2020 CDBG Funds** according to the budget below:

**PROJECT BUDGET:**

<b>Schooner Cove Bus Stop Enhancement Project Construction Budget</b>	
<b>REVENUE SOURCE(S):</b>	<b>TOTAL</b>
Grant Amounts CDBG (2020) - allocation	\$160,463.00
Other Support (In-Kind)	
Status of Funds	
<b>Total Revenues</b>	<b>\$160,463.00</b>
<b>PROGRAM EXPENSES</b>	<b>TOTAL</b>
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	\$160,463.00
<b>Total Expenditures</b>	<b>\$160,463.00</b>

Contract # \_\_\_\_\_

**ATTACHMENT C- REQUEST FOR PROPOSALS BID BOOK**

Contract # \_\_\_\_\_

**ATTACHMENT D- BID SHEET & BID TAB RECEIVED 4/17/20**

Contract # \_\_\_\_\_

**Insert OHM bid sheet**

## **Amendment #1**

This document constitutes as an Amendment to the Memorandum of Understanding between the Ann Arbor YMCA (Tenant) and Ypsilanti Township Recreation Department (Landlord).

### Goal:

Partnering to co-facilitate affordable, learning labs that serve youth in Eastern Washtenaw County. As a pilot program, both Ypsilanti Township Recreation Department and the Ann Arbor YMCA will strive to make this experience positive, and financially sustainable for both parties.

### Name of Program Covered by this MOU:

YMCA & Ypsilanti Township Recreation Department, Learning Labs

### Brief Description of Program:

The Ann Arbor YMCA and Ypsilanti Township Recreation Department will provide learning labs within the Ypsilanti Township Community Center starting no earlier than September 21, 2020 and shall last no later than June 15, 2021.

### Financial Compensation:

The Ann Arbor YMCA will charge \$220/week or \$880/month for the Learning Labs and will make financial assistance available to anyone that qualifies based on the HUD household income scale. *The Ann Arbor YMCA has agreed to pay Ypsilanti Township Recreation Department 10% of the net program fee revenue or \$250 per week, whichever is greater. Program fee revenue is defined as program fees collected, less any scholarship provided by the YMCA. This payment is to help offset any additional operating costs incurred (utilities, cleaning, basic facility staffing etc.) and the Ann Arbor YMCA will disburse payment on a monthly basis.*

Site(s) Where Program will be located: The program will operate from the Ypsilanti Township Recreation Department Community Center Building (2025 E. Clark Rd., Ypsilanti), and Community Center Park. Learning Labs will operate between 8:15 a.m. and 6:00 p.m. daily Monday-Friday according to the agreed upon program dates. YMCA staff may need to access facilities as early as 7:30 a.m. and as late as 5:30 p.m.

### Target Population to be Served (grade levels or subpopulation):

School age students, specifically K-3<sup>rd</sup> grade, living in Washtenaw County.

### Objectives:

1. To provide a space where students can go to continue their schooling work if both parents have to work.
2. To provide a space for youth to experience a safe, welcoming and positive environment and provide social and educational experiences to help all youth learn, grow, and thrive.
3. To continue the ongoing collaboration between the YMCA and Ypsilanti Township Recreation Department that strengthens community through youth development, healthy living and social responsibility.

Brenda L Stumbo

Brenda Stumbo, Supervisor (sign)

Karen Lovejoy Roe

Karen Lovejoy Roe, Clerk (sign)

TONI HAYUMI

Ann Arbor YMCA Representative (print)

Toni Hayumi

Ann Arbor YMCA Representative (sign)

Sept. 16, 2020

Date

Sept. 16, 2020

Date

9/17/20

Date



**CHARTER TOWNSHIP OF YPSILANTI  
2020 BUDGET AMENDMENT #11**

**September 15, 2020**

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

**101 - GENERAL OPERATIONS FUND**

**Total Increase \$68,868.00**

Request to increase budget for the purchase and installation of streetlights and cameras paid by developer of Crystal Ponds. There will be a special assessment district set up to pay for annual operations and maintenance. The purchase and installation will be funded by funds received from the developer.

<b>Revenues:</b>	<b>Contributions for Streetlights/Cameras</b>	<b>101-000-000-675.002</b>	<b>\$68,868.00</b>
		<b>Net Revenues</b>	<b><u><u>\$68,868.00</u></u></b>
<b>Expenditures:</b>	<b>Streetlight - Construction</b>	<b>101-956-000-926.050</b>	<b>\$53,877.00</b>
	<b>Neighborhood Camera System</b>	<b>101-970-000-972.000</b>	<b>\$14,991.00</b>
		<b>Net Expenditures</b>	<b><u><u>\$68,868.00</u></u></b>

**212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)**

**Total Increase \$58,696.00**

Request to increase budget for professional engineering and architectural work at Loonfeather Point Park. The lowest qualified project proposal was from StanTec. If approved, they will also administer a grant and over see construction. This will be funded by an appropriation of Prior Year Fund Balance.

<b>Revenues:</b>	<b>Prior Year Fund Balance</b>	<b>212-000-000-699.000</b>	<b>\$58,696.00</b>
		<b>Net Revenues</b>	<b><u><u>\$58,696.00</u></u></b>
<b>Expenditures:</b>	<b>Loonfeather Park</b>	<b>212-970-000-975.587</b>	<b>\$58,696.00</b>
		<b>Net Expenditures</b>	<b><u><u>\$58,696.00</u></u></b>

**CHARTER TOWNSHIP OF YPSILANTI  
2020 BUDGET AMENDMENT #11**

**September 15, 2020**

**252 - HYDRO STATION FUND**

**Total Increase \$41,548.00**

Request to increase budget to purchase a Ventrac 4500Y mower to improve safety on steep slopes. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	252-000-000-699.000	\$26,423.00
			\$26,423.00
		<b>Net Revenues</b>	<b>\$26,423.00</b>
Expenditures:	Capital Outlay New Equipment	252-252-000-976.000	\$26,423.00
			\$26,423.00
		<b>Net Expenditures</b>	<b>\$26,423.00</b>

Request to increase budget to purchase programming to enhance the automation of both generators. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	252-000-000-699.000	\$10,125.00
			\$10,125.00
		<b>Net Revenues</b>	<b>\$10,125.00</b>
Expenditures:	Capital Outlay New Equipment	252-252-000-976.000	\$10,125.00
			\$10,125.00
		<b>Net Expenditures</b>	<b>\$10,125.00</b>

Request to increase budget for additional maintenance and repair due to the repair of the Hydraulic valve panel assembly which used 46% of the budget. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	252-000-000-699.000	\$5,000.00
			\$5,000.00
		<b>Net Revenues</b>	<b>\$5,000.00</b>
Expenditures:	Repairs and Maintenance	252-252-000-930.000	\$5,000.00
			\$5,000.00
		<b>Net Expenditures</b>	<b>\$5,000.00</b>

**584 - GOLF COURSE FUND**

**Total Increase \$16,662.00**

Request to increase budget for insurance reimbursement for damaged caused by lighting strike to a panel at Green Oaks Golf Course. This will be funded by a reimbursement check from our Liability Insurance Company.

Revenues:	Insurance Reimbursements	584-000-000-694.004	\$16,662.00
			\$16,662.00
		<b>Net Revenues</b>	<b>\$16,662.00</b>
Expenditures:	Contractual Services	584-584-000-818.000	\$16,662.00
			\$16,662.00
		<b>Net Expenditures</b>	<b>\$16,662.00</b>

Motion to Amend the 2020 Budget (#11)

Move to increase the General Fund budget by \$68,868 to \$10,295,567 and approve the department line item changes as outlined.

Move to increase the BSRII Fund budget by \$58,696 to \$2,403,417 and approve the department line item changes as outlined.

Move to increase the Hydro Station Fund budget by \$41,548 to \$558,966 and approve the department line item changes as outlined.

Move to increase the Golf Course Fund budget by \$16,662 to \$784,606 and approve the department line item changes as outlined.