

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 2, 2021 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. on a Zoom Virtual Board meeting.

Members Present: Supervisor Stumbo, Clerk Heather Jarrell Roe, and Treasurer Eldridge
Trustees: John Newman, Gloria Peterson, Debbie Swanson, and Jimmie Wilson, Jr.

Members Absent: none

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

CONSENT AGENDA

A. MINUTES OF THE JANUARY 19, 2020 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR FEBRUARY 2, 2021 IN THE AMOUNT OF \$1,319,043.86

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve the Consent Agenda.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE - none

OLD BUSINESS

1. REQUEST TO APPROVE THE PROPOSAL FOR PROFESSIONAL SERVICES FROM CNC CONSULTING FOR CREATION OF A WEBSITE REDESIGN PROPOSAL IN AN AMOUNT NOT TO EXCEED \$16,200.00 BUDGETED IN LINE ITEM #101-266-000-801-000 (TABLED AT THE JANUARY 19, 2021 REGULAR MEETING)

A motion was made by Treasurer Eldridge, supported by Trustee Swanson to remove from table.

Swanson.....Yes	Peterson.....Yes	Jarrell Roe.....Yes
Eldridge.....Yes	Wilson.....Yes	Newman.....Yes
Stumbo.....Yes		

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A motion was made by Clerk Jarrell Roe, supported by Trustee Wilson to Approve the Proposal for Professional Services From CNC Consulting For Creation of a Website Redesign Proposal in an Amount Not to Exceed \$16,200.00 Budgeted in Line Item #101-266-000-801-000 (Tabled at the January 19, 2021 Regular Meeting)

The motion carried unanimously.

NEW BUSINESS

- 1. RESOLUTION 2021-04, AUTHORIZING THE CHARTER TOWNSHIP OF YPSILANTI TO SELL TO SCOTT CHATFIELD THREE VACANT PARCELS LOCATED AT 29 BROADMOOR AVE., 24 LAKEWOOD AVE., AND 30 LAKEWOOD AVE.**

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve Resolution 2021-04, Authorizing the Charter Township of Ypsilanti to Sell to Scott Chatfield Three Vacant Parcels Located at 29 Broadmoor Ave., 24 Lakewood Ave., and 30 Lakewood Ave. (see attached).

The motion was carried unanimously.

- 2. 1st READING OF RESOLUTION 2021-05, PROPOSED ORDINANCE 2021-494, AN ORDINANCE AMENDING THE CODE OF ORDINANCES CHAPTER 37 LIQUOR**

A motion was made by Clerk Jarrell Roe, supported by Trustee Wilson to Approve the 1st Reading of Resolution 2021-05, Proposed Ordinance 2021-494, an Ordinance Amending the Code of Ordinances Chapter 37 Liquor (see attached).

Swanson.....Yes	Peterson.....Yes	Jarrell Roe.....Yes
Eldridge.....Yes	Wilson.....Yes	Newman.....Yes
Stumbo.....Yes		

The motion was carried unanimously.

- 3. REQUEST TO APPROVE UPDATED LIQUOR LICENSE APPLICATION**

A motion was made by Treasurer Eldridge, supported by Clerk Jarrell Roe to Approve Updated Liquor License Application.

Treasurer Eldridge stated he made the changes from the work session during the break.

Supervisor Stumbo questioned whether we could destroy application if the application was denied. She said we can protect the information on the application but she said she didn't think it can be destroyed. She said when we do the 2nd reading of the Liquor Ordinance the application will be attached to it.

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Treasurer Eldridge said we can approve it tonight but it will be in the board packet for the next meeting. He said if we need to do anymore changes we can do that at the next meeting.

Clerk Jarrell Roe suggested we should vote on this at the same time we vote for the other liquor Resolution.

A motion was made by Clerk Jarrell Roe, supported by Trustee Peterson to Table until the next Board meeting.

Swanson.....Yes	Peterson.....Yes	Jarrell Roe.....Yes
Eldridge.....Yes	Wilson.....Yes	Newman.....Yes
Stumbo.....Yes		

The motion was carried unanimously.

4. RESOLUTION 2021-06, LIQUOR LICENSING FEE SCHEDULE

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve Resolution 2021-06, Liquor Licensing Fee Schedule with a friendly amendment of adding a license renewal for building, fire, and liquor control inspections (see attached).

Treasurer Eldridge stated the fees we are changed because the Township fees were below market value. He said we had numerous licenses sold to other communities which was a loss for the Township of Ypsilanti.

Attorney Winters stated there is a great deal of paperwork that has to be completed to accompany an applications. He said there is a lot of work done by the liquor committee, reviewing business plans, background checks, and possible legal issues which all comes with a cost for the Township. He said these fees are needed to help with the costs to the Township when processing these applications.

The motion was carried unanimously.

**5. REQUEST TO APPROVE THE SERVICE AGREEMENT BETWEEN
WASHTENAW COUNTY AND YPSILANTI TOWNSHIP FOR THE 2019-2020
SENIOR NUTRITION PROGRAM**

A motion was made by Trustee Wilson, supported by Treasurer Eldridge to Approve the Service Agreement Between Washtenaw County and Ypsilanti Township for the 2019-2020 Senior Nutrition Program (see attached).

The motion was carried unanimously.

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**6. REQUEST TO APPROVE THE SERVICE AGREEMENT BETWEEN
WASHTENAW COUNTY AND YPSILANTI TOWNSHIP FOR THE 2020-2021
SENIOR NUTRITION PROGRAM**

A motion was made by Clerk Jarrell Roe, supported by Trustee Peterson to Approve the Service Agreement Between Washtenaw County and Ypsilanti Township for the 2020-2021 Senior Nutrition Program (see attached).

Attorney Winters stated on these two agreements with Washtenaw County a clause added that states “nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the contractor Ypsilanti Township” which he said he is adding into the agreement so they will be in proper form.

Trustee Swanson asked if there was a difference in the cost between the two agreements.

Angela Verges, Recreation Services Manager stated there would not be a change in the cost to us. She said we are reimbursed for cost to the Township.

The motion was carried unanimously.

**7. REQUEST TO APPROVAL TO APPLY FOR THE 2021 COMMUNITY
DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$157,154.00 TO
COMPLETE DESIGN AND ENGINEERING FOR PHASE 2 OF REIMAGINE
WASHTENAW IN YPSILANTI TOWNSHIP**

A motion was made by Clerk Jarrell Roe, supported by Trustee Swanson to Approve the Approval to Apply for the 2021 Community Development Block Grant in the Amount of \$157,154.00 to Complete Design and Engineering for Phase 2 of Reimagine Washtenaw in Ypsilanti Township.

Mike Hoffmeister, Residential Services Director stated each year Ypsilanti Township is allotted a number of dollars allocated by the Community Development Block Grant through Washtenaw County. He said we have been speaking with them over the past several months about our 2021 allotment and prioritizing projects for that allotment of funding. He said it was recommended by staff that we utilize the 2021 Grant to start the design, engineering, and easement work related to completing Reimagine Washtenaw. He said they are in discussions with Washtenaw County to complete the application which has a deadline of February 12, 2021. He said tonight this is for the Board to approve the funding if we receive the grant.

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Supervisor Stumbo stated a resident requested the Township to show the residents the process for how the Township allocates CDBG dollars. She said in the past we did it internally but now we will do it formally so everyone may see how we use CDBG dollars.

The motion was carried unanimously.

8. BUDGET AMENDMENT #2

A motion was made by Clerk Jarrell Roe, supported by Trustee Swanson to Approve Budget Amendment #2 (see attached).

Javonna Neel, Accounting Director stated it was recommended by the auditor to separate the special millages that we have for pension, capital and capital improvements into their own separate funds.

The motion was carried unanimously.

AUTHORIZATIONS AND BIDS

- 1. REQUEST TO AWARD THE LOW BID FOR THE PUBLISHING OF THE YPSILANTI TOWNSHIP MAGAZINE TO COMMUNITY PUBLISHING AND MARKETING IN THE AMOUNT OF \$31,357.50 PER YEAR FOR THREE YEARS BUDGETED IN LINE ITEMS #226-226-000-900-000, #230-751-000-880-000, AND #101-267-000-900-000 AND APPROVAL OF THE AGREEMENT CONTINGENT UPON ATTORNEY APPROVAL**

A motion was made by Treasurer Eldridge, supported by Trustee Peterson to Approve the Request to Award the Low Bid for the Publishing of the Ypsilanti Township Magazine to Community Publishing and Marketing in the Amount of \$31,357.50 Per Year for Three Years Budgeted in Line Items #226-226-000-900-000, #230-751-000-880-000, and #101-267-000-900-000 and Approval of the Agreement Contingent Upon Attorney Approval.

Mike Hoffmeister, Residential Services Director stated we received three bids. He said they will be publishing three magazines a year to get more information to residents regarding recreation, golf, recycling, trash, and other news from the Township updating throughout the year. He said this is the first year of a three year contract. He said they want to get more information into residents' hands more often.

Trustee Wilson stated this was printed by Allegra Printing and wondered if we still had a contract with them.

Mike Hoffmeister stated the contract with Allegra was to print the Helpful Handbook and we have completed that contract and no longer printing the same Helpful Handbook that we have printed for the last several years.

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Trustee Wilson asked if the Township decided only to publish the first year could we cancel the agreement at that time.

Mike Hoffmeister stated he would have the Attorney add it to the agreement.

Supervisor Stumbo stated she has only had positive feedback from residents regarding our new Township magazine.

The motion was carried unanimously.

BOARD MEMBER UPDATES

Trustee Wilson stated he would like to remind the Board and the Attorney that on March 31, 2021 we have a sunset provision coming up for the marijuana ordinances.

Clerk Jarrell Roe stated Ypsilanti Township was recognized from mParks for the skate park at the Community Center Park. She thanked Mike Hoffmeister and Angela Verges for all their hard work.

Trustee Swanson thanked the staff for their hard work in putting together the packet. She said she also want to thank Robin Castle-Hine and Carly Willis who are two great Ambassadors for the Township. Trustee Swanson thanked the residents who have stepped up in the neighborhoods to be leaders.

Supervisor Stumbo stated it is really a hard time to collect taxes with the building being closed. She said the employees are going the extra mile to serve residents. She said Trustee Swanson is gathering information for the Ethics policy and plans to bring it to the board in the next 30 days for discussion. She said the Crazy Crab Restaurant is moving forward and meeting with the Planning Commission.

A motion was made by Trustee Wilson, supported by Trustee Peterson to Adjourn.

Motion carried unanimously.

The meeting was adjourned at approximately 8:04PM

Respectfully Submitted,

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

**Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti**

Charter Township of Ypsilanti

RESOLUTION 2021-04

Authorizing the Charter Township of Ypsilanti to Sell to Purchaser Scott Chatfield Three Vacant Parcels Located at 29 Broadmoor Avenue, 24 Lakewood Avenue, and 30 Lakewood Avenue

WHEREAS, on or about **December 28, 2011** Washtenaw County Treasurer Catherine McClary, acting in her capacity as the **Foreclosing Governmental Unit** (FGU) under the Authority of the **General Property Tax Act** (GPTA) foreclosed upon certain properties in the Washtenaw County Circuit Court due to delinquent real property taxes which included three vacant parcels located in Ypsilanti Township to wit: 29 Broadmoor Avenue, 24 Lakewood Avenue, and 30 Lakewood Avenue and,

WHEREAS, on or about **December 30, 2011** the Charter Township of Ypsilanti received a "**Quit Claim Deed**" from County Treasurer McClary which included the legal descriptions of the three vacant parcels which are as follows:

Parcel 1:

K-11-02-457-007, Broadmoor Ave., Ypsilanti, MI 48198 with a legal description of YP# 55-31 Lot 445 Devonshire Subdivision No.4,

Parcel 2:

K-11-02-457-008, Lakewood Ave., Ypsilanti, MI 48198 with a legal description of YP# 55-20 Lot 435 Devonshire Subdivision No. 4,

Parcel 3:

K-11-02-457-009, Lakewood Ave., Ypsilanti, MI 48198 with a legal description of YP# 55-21 Lot 436 Devonshire Subdivision No.4; and

WHEREAS, on **February 20, 2020** Scott Chatfield requested of the Ypsilanti Township Assessing Department to purchase the three vacant lots as described above which were needed by him to develop "...**two 875**

square feet drive in restaurant buildings and two self storage buildings of 4,500 square feet and 4,900 square feet respectively on properties that are contiguous to the Township's three vacant parcels, all of which are located between Lakeview Avenue and Broadmoor Street near 2002 E. Michigan Avenue, and;

WHEREAS, at a regular Board meeting held on **April 21, 2020** the Ypsilanti Township Board of Trustees authorized the sale of the three vacant lots to Purchaser Scott Chatfield which according to the "**Appraisal Report**" prepared by Deputy Assessor Brian McCleery dated **March 16, 2020** are valued at **\$10,000**, and;

WHEREAS, during the remainder of 2020 and 2021 Purchaser Scott Chatfield has followed through in obtaining all of the necessary approvals from the required reviewing agencies including Ypsilanti Township, YCUA, Washtenaw County Water Resources Commission, needed to develop the "**Drive In and Self Storage projects**" which development will incorporate the three vacant lots owned by the Township and will enable Purchaser Scott Chatfield to adhere to all of the stormwater management requirements as well as construct an "**on site retention basin**" to handle all run off water from the site, and;

WHEREAS, on **January 18, 2021** Scott Chatfield signed the proposed "**Purchase Agreement**" (a copy of which is attached hereto and incorporated by reference) in which he will remit to the Township the sum of **\$10,000** in accordance with the Appraisal Report dated **March 16, 2020**.

NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:

1. That the Township Board accept the Purchase Offer submitted hereto and authorize the execution of the "**Purchase Agreement**" by Supervisor Brenda L. Stumbo and Clerk Heather Jarrell Roe.

2. That the Township authorize Supervisor Stumbo and Clerk Roe to execute all documents required by Campbell Title to effectuate the transfer of the three vacant parcels to Purchaser Scott Chatfield once a closing date has been scheduled.

3. That a certified copy of this Resolution be forwarded to Campbell Title as set forth in Paragraph 23 of the Purchase Agreement.

I, Heather Jarrell 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. 2021-04 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 2, 2021.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

RESOLUTION 2021-05

Amending Chapter 37 of the Ypsilanti Township Code of Ordinances

Whereas, the Township Code of Ordinances, Chapter 37, contains provisions regarding liquor licensing, liquor control enforcement, and liquor inspections; and

Whereas, Chapter 37 was last updated and revised in accordance with adoption of Ordinance No. 2005-360 on August 16, 2005; and

Whereas, the number of new on-premise liquor licenses available to be approved by the Board of Trustees is limited by a quota system mandated by state law and controlled by state liquor control regulations; and

Whereas, the number of on-premise liquor licenses available to be approved by Ypsilanti Township as a local governmental unit of the state is restricted by state law to one license for every 1,500 residents, which currently equates to a total of 36 on-premise liquor licenses based upon 2010 U.S. Census data reporting the Township's population as 53,362 people; and

Whereas, to date, the Board of Trustees has approved a total of 31 new on-premise liquor licenses intended to be used by businesses operating in Ypsilanti Township for the benefit of Township residents; and

Whereas, an analysis of new on-premise liquor licenses previously approved by the Board of Trustees shows that 17 of 31 new on-premise liquor licenses approved by the Board of Trustees and intended for use in Ypsilanti Township, which equals approximately 55% of all licenses granted to applicants, have been sold by the applicant and transferred for use in other local governmental units within Washtenaw County; and

Whereas, in addition to 17 on-premise liquor licenses having been sold and transferred out of Ypsilanti Township, an additional five (5) on-premise liquor licenses in Ypsilanti Township are currently held in escrow and are not being used; and

Whereas, the typical monetary value of an on-premise liquor license asset offered for sale on the open market has been reliably reported to be as much as 80

times more than the current license application fee being charged by Ypsilanti Township; and

Whereas, the 17 new on-premise liquor licenses approved by the Board of Trustees and transferred out for use in other communities continue to be counted in perpetuity against Ypsilanti Township's quota of on-premise liquor licenses in accordance with state law and regulations with no recourse available to retain or recover such licenses to promote future economic development for the benefit Township residents; and

Whereas, in light of the pattern of loss of on-premise liquor licenses and the desire to improve the manner and process used to consider applications for new on-premise liquor licenses, proposed **Ordinance No. 2021-494** attached updates and revises Chapter 37 in its entirety, defines the authority and role of the Township liquor committee, clarifies the application process for various Township departments, updates definitions to align with changes in state law, updates the minimum required contents of a license application, removes application fees and refers to a new fee schedule to be adopted by the Board of Trustees, defines the process and criteria for annual license renewal, and updates the criteria for nonrenewal or revocation of a license.

Now therefore be it resolved that **Ordinance No. 2021-494** attached hereto is adopted by reference.

Charter Township of Ypsilanti

Ordinance No. 2021 – 494

An ordinance amending the Code of Ordinances of the Charter Township of Ypsilanti

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

Delete in its entirety **Chapter 37**, entitled “**LIQUOR.**”

Add in its entirety the following new **Chapter 37**, entitled “**LIQUOR**” with the following new language:

Chapter 37 - LIQUOR

ARTICLE I - IN GENERAL

Sec. 37-1. – Liquor Committee.

The township liquor committee is comprised of members recommended by the township supervisor and appointed by the township board. The purpose of the liquor committee is to receive and review applications for new and transferred on-premise liquor licenses and associated permits; to receive recommendations from township departments regarding such applications; and to make recommendations to the township board for approval or denial of such licenses. The liquor committee may, in its discretion, seek to meet with applicants and obtain any information it deems appropriate in order to determine the applicant's suitability to be granted a township liquor license, the suitability of the proposed location and facilities where the license would be used, and the long term viability of the applicant's business plan. The liquor committee shall act in the best interests of the community to promote and preserve public health, safety and welfare; to promote economic development and prevent the economic loss of transferable liquor licenses; and to make recommendations for the equitable use of quota-restricted on-premise liquor licenses and permits available for use in the township through the state liquor control commission.

Secs. 37-2 —37-20. - Reserved.

ARTICLE II. - LICENSES

Sec. 37-21. - Title.

This article shall be known and cited as the Charter Township of Ypsilanti Liquor License Ordinance.

Sec. 37-22. - Purpose.

The purpose of this chapter is to promote and preserve the public peace, health, safety and welfare through the local regulation of the application, transfer, relocation, review, issuance, renewal, and revocation of liquor licenses for liquor establishments to the fullest extent permissible under state law, based upon a recognition of the impact of liquor licenses upon the well being of the community as a whole.

Sec. 37-23. - Required.

No person, firm, corporation, association or partnership (hereinafter "person") shall sell alcoholic liquor or any other beverage defined in section 37-24 below, whether for consumption on or off the premises, within the Charter Township of Ypsilanti (Township), without first obtaining a license as provided by state law. Furthermore, such person shall, in addition to compliance with the requirements of state law, establish compliance with all local building, property maintenance, electrical, mechanical, plumbing, fire, zoning and public health regulations, and obtain a special conditional use permit if required. This shall not apply to special licenses granted by the Michigan Liquor Control Commission for one day events allowed by statute, the procedures for which shall be governed by such statutes.

Sec. 37-24. - Definitions.

- (a) *Alcoholic liquor* means any spirituous, vinous, malt, or fermented liquor, powder, liquids, and compounds, whether or not medicated, proprietary, patented, and by whatever name called,

containing 1/2 of 1% or more of alcohol by volume that are fit for use for food purposes or beverage purposes as defined and classified by the state liquor control commission.

- (b) *Beer* means any beverage obtained by alcoholic fermentation of an infusion or decoction of barley, malt, hops or other cereal in potable water.
- (c) *Wine* means the product made by the normal alcoholic fermentation of the juice of sound, ripe grapes, or any other fruit with the usual cellar treatment, and containing not more than 21% of alcohol by volume, including cider made from apples or pears, or both, which contains at least ½ of 1% of alcohol by volume, or mead, or honey wine made from honey, fermented fruit juices other than grapes, and mixed wine drinks.
- (d) *Spirits* means any beverage which contains alcohol obtained by distillation, mixed with potable water or other substances, or both, in solution, and includes wine containing an alcoholic content of more than 21 percent by volume, except sacramental wine and mixed spirit drink.
- (e) *Alcohol* means the produce of distillation of fermented liquid, whether or not rectified or diluted with water, but does not mean ethyl or industrial alcohol, diluted or not, that has been denatured or otherwise rendered unfit for beverage purposes.
- (f) *Sacramental wine* means wine containing not more than 24 percent of alcohol by volume which is used for sacramental purposes.
- (g) *Brandy* means alcoholic liquor as defined in Federal Regulations, 27 CFR 5.22d (1980).
- (h) *Mixed wine drink* means a drink or similar product marketed as a wine cooler and containing less than seven percent alcohol by volume, consisting of wine and plain, sparkling, or carbonated water and containing any one or more of the following:
 - (1) Nonalcoholic beverages.
 - (2) Flavoring.
 - (3) Coloring materials.
 - (4) Fruit juices.
 - (5) Fruit adjuncts.
 - (6) Sugar.
 - (7) Carbon dioxide.
 - (8) Preservatives.
- (i) *Mixed spirit drink* means a drink produced and packaged or sold by a mixed spirit drink manufacturer or an outstate seller of mixed spirit drink which contains ten percent or less alcohol by volume consisting of distilled spirits mixed with nonalcoholic beverages or flavoring or color materials and which may also contain water, fruit juices, fruit adjuncts, sugar, carbon dioxide, or preservatives.
- (j) *Alcohol vapor device* means any device that provides for the use of air or oxygen bubbled through alcoholic liquor to produce a vapor or mist that allows the user to inhale this alcoholic vapor through the mouth or nose.

Sec. 37-25. - Application for new "on-premises" license.

- (a) In addition to such application as may be required by the state liquor control commission for licensing or permitting by the state, applications shall also be made to the township board for a township license to sell or sample alcoholic liquor, beer, wine, or spirits, etc., for all types of on-premises consumption. Such separate application shall be filed in writing and submitted to the township clerk's office with all required fees. It shall be signed by the applicant if an individual or by a duly authorized agent, if a partnership or corporation, verified by oath, or affidavit, and shall contain, at a minimum the following information:
 - (1) The name, birth date and address of the applicant in the case of an individual; or in the case of any type of partnership, the partners thereof (anyone entitled to share in the profits); in the case of a corporation, the object for which organized, the names and addresses of the officers and directors and of all shareholders holding directly or indirectly five percent or more of the voting stock or shares of the corporation.
 - (2) The citizenship and place of birth of the applicant, and, if a naturalized citizen, the time and place of naturalization.
 - (3) The nature of business that the applicant is engaged in; and in the case of a corporation, the object for which it was formed.
 - (4) The length of time said applicant has been in business of that nature, or, in the case of a corporation, the date when its charter was issued.
 - (5) The location and description of the premises or place of business which is to be operated under such license.
 - (6) A statement whether applicant has ever operated or made application for a similar or other license or permit on any premises other than described in this application, and the disposition of such operation or application.

- (7) A statement indicating whether the applicant has ever had a similar or other license suspended, revoked, or was found responsible for regulatory violations, and the disposition of such suspension, revocation, or regulatory non-compliance.
 - (8) A statement indicating whether the applicant has ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations, and to list any such relevant information; that the applicant is not disqualified to receive a license by reason of any matter or thing contained in this division or the laws of the State of Michigan. Such statements shall be verified, to the extent possible, by the township's designated liquor enforcement officials who shall report the results of such investigation to the township liquor committee prior to any final decision by the township board upon the application.
 - (9) A statement that the applicant will not violate any laws of the State of Michigan or of the United States or any ordinances of the township in the conduct of its business.
 - (10) The application shall be accompanied by building and site plans showing the entire structure and premises and, in particular, the specific areas where the license is to be utilized. The plans shall demonstrate zoning and building code compliance including adequate off-street parking, lighting, refuse disposal facilities, landscaping, and where appropriate, adequate plans for screening and noise control.
 - (11) The application shall be accompanied by a general area plan encompassing a one-quarter mile area showing the proximity of churches and schools (giving distances in lineal feet) to the proposed building.
 - (12) Authorization shall be provided to the township for access to any and all files which may be in the possession of the Michigan Liquor Control Commission regarding that commission's investigation of the transferee as a present licensee, as a previous licensee, or with regard to any license which the transferee has held a partial interest in.
 - (13) A statement that all personal property taxes, all real property taxes, business registration, code enforcement, and inspection fees, and all other obligations due and payable to the township have been paid with regard to the premises for which a license is sought or from which it is being transferred.
 - (14) The liquor committee may require any additional information it deems appropriate in order to make a fully informed recommendation to the township board.
- (b) *Restrictions on licenses:* No license shall be issued to:
- (1) A person whose license, under this division, has been revoked for cause.
 - (2) A person who, at the time of application or renewal of any license issued herein, would not be eligible for such licenses upon a first application.
 - (3) A partnership, regardless of type, unless all of the members of such co-partnership shall qualify to obtain a license.
 - (4) A corporation, if any officer, manager or director thereof, or a stock owner or stockholders owning in the aggregate more than five percent of the stock of such corporation, would not be eligible to receive a license hereunder for any reason.
 - (5) A person whose place of business is conducted by a manager or agent unless such manager or agent possesses the same qualifications required of the licensee.
 - (6) A person who has been convicted or found responsible for a violation of any federal or state law or administrative rule of the state liquor control commission concerning the manufacture, possession or sale of alcoholic liquor or a controlled substance.
 - (7) A person who does not own the premises for which a license is sought or does not have a lease therefore for the full period for which the license is issued, or to a person, corporation, or partnership (of any type) that does not have sufficient financial assets to carry on or maintain the business.
 - (8) Any law enforcing public official or any member of the township board, and no such official shall be interested in any way either directly or indirectly in the manufacture, sale or distribution of alcoholic liquor.
 - (9) For premises where there exists a violation of applicable building, electrical, mechanical, plumbing, fire, or zoning codes, or public health regulations, or any other applicable township ordinance.
 - (10) For any premises not having obtained a special conditional use permit as required by the zoning code.
 - (11) A person who is in default of any personal property taxes, property taxes, real property taxes, or any other obligations due and payable to the township.
 - (12) For premises where it is determined by a majority of the township board that the premises does not, or will not reasonably soon after commencement of operations, fully comply with zoning and site plan requirements including having adequate off-street parking, lighting, refuse disposal facilities, screening, landscaping, noise, or nuisance control; or where a nuisance exists or will exist as a result of approval of a liquor license at the location.

- (13) Where the township board determines, by majority vote, that the proposed location is inappropriate considering the character of the area; the attitude and perspective of adjacent residents and property owners who would be impacted by issuance of a license; traffic safety; accessibility to the site from abutting roads; capacity of abutting roads to accommodate the new commercial activity; distance from public or private schools for minors; proximity of the inconsistent zoning classification; and accessibility from primary roads or state highways.
- (c) *Recommendation from the liquor committee and township departments.* Following receipt of a fully completed application, fees and other information as may be required by the township, such application shall be forwarded to the township liquor committee, the office of community standards, the applicable law enforcement agency, the fire department, the building department, the township treasurer, and such other departments as may be required by the particular case. The applicable departments shall fully investigate the applicant, inspect the site and building where the requested license would be used, and submit recommendations to the liquor committee. The liquor committee, upon receipt and review of all applicable reports and recommendations, shall make an informed final recommendation to the township board for its consideration. The township board may request from the applicant other pertinent information as it deems necessary in order to make a determination. For license applications that also require local governmental approval for a state license, the township clerk's office shall submit the township board's approval or disapproval to the Michigan Liquor Control Commission as required by state law.
- (d) *Application fees.* At the time of filing an application for any type of license or permit required in this division, the applicant shall pay all required fees established by resolution of the township board, some or all of which may be nonrefundable.
- The established fees shall be charged for each license requested; provided, however, that individuals making applications for more than one license for use concurrently at the same location may be required to pay only one license fee, or a prorated license fee, at the discretion of the township clerk. When exercising this discretion, the township clerk shall consider the related nature of the licenses and the type of investigation warranted.
- All fees shall be paid in full at the time application is made and prior to dissemination of the application for investigation and recommendation by the liquor committee and applicable township departments.
- (e) *Term of license.* Approval of a license shall be for no more than a period of one year and shall conform to requirements and expiration cycles of state law. . Furthermore, approval of a license by the township shall be with the understanding that any necessary remodeling or construction for the use of the license shall be commenced pursuant to required building permits within six (6) months of the action of the township board or final approval by the Michigan Liquor Control Commission. Any unreasonable delay in the completion of such remodeling or construction, or any unreasonable delay in placing the subject license into active use for any reason, as well as any other violation of state or local law, may subject the license to revocation upon notice and hearing as detailed elsewhere herein.
- (f) *License renewal.* Each license approved under this article shall expire each year concurrent with the expiration of the required state license or permit. Each license holder shall apply to the office of community standards to renew their license no later than 90 days prior to its expiration date and shall pay all required license renewal fees in advance. The office of community standards shall review the licensee's regulatory compliance history, public safety response history, and account status for applicable taxes and fees. The office of community standards and the fire marshal shall inspect the licensed premises for compliance with all applicable codes and regulations, shall cite the licensee for code deficiencies, and shall verify compliance prior to the expiration date of the license. The office of community standards shall determine whether there is cause to object to the renewal of the license in accordance with the criteria for nonrenewal or revocation described elsewhere herein. If necessary, the office of community standards shall initiate the procedure for objections as described elsewhere herein. When there is no cause to object, then the license shall automatically renew for a period not to exceed one year. The office of community standards shall report the renewal status of each active township license to the township liquor committee and the township board on an annual basis.
- (g) *Reservation of authority.* No such applicant for a liquor license has the right to the issuance of such license, and the township board reserves the right to exercise reasonable discretion to determine who, if anyone, shall be entitled to the issuance of such license. Additionally, no applicant for a liquor license has the right to have such application processed and the township board further reserves the right to take no action with respect to any application filed with the township board. The township board further reserves the right to maintain a list of all applicants and to review the same when, in its discretion, it determines that the issuance of an additional liquor license is in the best interest of the township at large and for the needs and convenience of its citizens.
- (h) *License hearing.* The township board shall grant a public hearing upon the license application when, in its discretion, the township board determines that the issuance of an additional liquor license is in the best interests of the township at large and for the needs and convenience of its citizens. Following such hearing, the township board shall submit to the applicant a written statement of its findings and determination. The township board's determination will be at a minimum based upon satisfactory compliance with the appropriate requirements and restrictions set forth in subsections (a) and (b) above.

- (i) *Application denied—Reapplication.* No person whose application is denied regardless of the reason, may re-apply for a period of a minimum of one year from the date of such denial, regardless of the proposed location.

Sec. 37-26. - Inspection required.

All licensees, whether "on-premises" or "off-premises" shall make the licensed premises available for inspection and search by either a state liquor control commission investigator or a local law enforcement officer designated by either the state or the township, during regular business hours or when the licensed premises are occupied by a licensee or a clerk, servant, agent or employee of the licensees. Evidence of a violation discovered pursuant to this subsection may be seized and used in an administrative or court proceeding. Furthermore, all prospective licensees and applicants shall make the premises available for inspection by the township's representatives so as to establish compliance with all applicable building, electrical, mechanical, plumbing, fire, zoning, public health regulations, or any other applicable township ordinance or regulation.

Sec. 37-27. - Revocation/nonrenewal authorized.

Each establishment within the township for which a license or permit is granted, whether for consumption of alcohol "on-premises" or "off-premises" shall be operated and maintained in accordance with all applicable state laws, local ordinances, laws and regulations (in addition to the provisions contained in this article), and in a clean and sanitary manner meeting the approval of applicable township departments and policing agencies. Upon any violation of this division, or such other applicable laws, ordinances and regulations, the township board may, after notice and hearing described below, request the state liquor control commission to refuse renewal, revoke, or take such other action as may be required with regard to such licenses.

Sec. 37-28. - Procedure for objections and request for revocation.

- (a) *Procedure.* If the township receives information that any licensee has committed a violation of state or local law, including but not limited to, the terms and provisions of this article, the liquor enforcement officer involved shall prepare a report in writing specifying (i) the specific factual details of such violation(s); (ii) the particular law or ordinance violated; and (iii) any other information or recommendation relevant to a proper determination by the township board as to the nature of such violation(s) and the appropriate action to be taken by the township.
- (b) The liquor enforcement officer shall file the original report prepared under subsection (a) above with the township board, and serve a copy of such report upon the licensee or its authorized agent or employee, personally or by registered mail.
- (c) Within 20 days from the date such report has been filed with the township board, the township clerk shall set a date for a hearing before the township board on the alleged violation(s) for a determination by the township board as to whether or not the township board shall require and recommend to the state liquor control commission that the commission revoke, or deny the renewal of, any license. Notice of this hearing shall be served by the township clerk upon the licensee or its authorized agent or employee, personally or by registered mail, not less than ten days before the scheduled hearing date, and such notice shall contain the following:
 - (1) Notice of proposed action;
 - (2) Reason for the proposed action;
 - (3) Date, time and place of the hearing;
 - (4) A statement that the license holder may present evidence and testimony and confront adverse witnesses;
 - (5) A statement that the license holder has the right to be represented by legal counsel at the hearing.
- (d) At all such hearings, the licensee shall have the legal right to defend against the allegations made by way of confronting any adverse witnesses, by being allowed to present live witnesses in its own behalf, by being allowed to present other evidence in its own behalf, and by being allowed to present arguments personally or through legal counsel in its own behalf.
- (e) The township board shall prepare a written statement of its findings, which may be formal or informal in nature within a reasonable time, not to exceed 60 days, after the conclusion of all such hearings. Such statement of findings may be embodied in a resolution as described in subsection (f) below, if the township board determines that objections to renewal, or request for revocation of, a license or related permit is appropriate.
- (f) If the township board determines after due notice and proper hearing that competent, material and substantial evidence exists that a violation of state or local law has been committed by a licensee or that, even if no violation has been demonstrated, nevertheless the interests of public health, safety or welfare warrant that the township board object to renewal or request revocation of any existing license

issued to such licensee, the township board may adopt a resolution recommending to the state liquor control commission that it deny renewal or revoke any such license to such licensee.

- (g) Within ten days of the township board's final approval of any such resolution, the township clerk shall forward a copy thereof to the state liquor control commission pursuant to MCLA 436.1501 as amended, as the township board's official notice of objection to renewal or request for revocation of any existing license or related permit, a copy of which shall be sent by registered or first class mail to the licensee.
- (h) *Criteria for nonrenewal or revocation.* The township board may recommend nonrenewal or revocation of a license to the state liquor control commission upon a determination by the township board that based upon competent material and substantial evidence presented at the public hearing, any of the following exists:
 - (1) Violation of any of the restrictions of licenses set forth in, or any provision of, this article or any other law, ordinance, or state statute or the administrative rules or provisions of the State Liquor Control Act.
 - (2) Maintenance of a nuisance upon the premises, including, but not limited to, any of the following:
 - a. Existing violations of building, property maintenance, zoning, health, fire or regulatory codes.
 - b. A pattern of patron conduct upon or in the neighborhood of the licensed establishment which is a violation of the law or which disturbs the peace, order, and tranquility of the neighborhood including, but not limited to, on-street parking congestion, diminished traffic and pedestrian safety, litter, and unreasonable noise.
 - c. Failure to maintain the grounds and exterior of the licensed establishment, including litter, debris, or blowing refuse, or any of these being deposited upon adjoining properties.
 - d. Failure to maintain the safety and security of the licensed premises and exterior grounds free from dangerous or unlawful activity.
 - e. Any advertising, promotions or activity which by its nature causes, creates or contributes to disorder, disobedience to rules, ordinances or laws, or contributes to the disruption of normal activities of those in the neighborhood of the licensed establishment.
 - (3) Any condition of delinquency or default in the payment of any tax, fee, charge, utility bill, special assessment, other debt, or unpaid judgment to the township, whether owed by licensee, establishment or property owner.
 - (4) Perjury or any material misrepresentation of information in any application required or hearing held pertaining to the grant, renewal, or revocation of any license or permit.
 - (5) Any other appropriate reason as determined by the township board.

Sec. 37-29. - Transfer of existing licenses.

The transfer of any existing "on premise" liquor license covered hereunder shall be subject to each of the requirements, criteria and procedure, including fees, set forth in this article for the granting of a new liquor license. Notwithstanding the above, where the requested transfer is for the purpose of transferring the ownership of an existing facility, and no changes or renovations are proposed for the site or to the building, the applicant is not required to provide the building and site information which would otherwise be required for a new license applicant. In addition, the transferee or applicant shall furnish any necessary authorization to permit the township access to any and all files which may be in the Michigan Liquor Control Commission's possession regarding that commission's investigation of the transferee as a present licensee, or as a previous licensee, or with regard to any licensee in which the transferee has held a partial interest.

Sec. 37-30. - Transfer of existing location.

No existing "on premise" license location shall be transferred within or without the township boundaries without proper application to and approval of the township board.

Sec. 37-31. - Penalties.

Any person, whether licensed or not, who furnishes those substances defined in section 37-24 "Definitions" without having obtained the appropriate license therefore as required, shall be guilty of a misdemeanor, punishable by imprisonment in the county jail for not more than 90 days or by a fine of not more than \$1,000 plus court costs, or both, in the discretion of the court. Each day that a violation exists shall constitute a separate offense.

Secs. 37-32—37-50. - Reserved.

ARTICLE III. - LIQUOR INSPECTIONS

Sec. 37-51. - Title.

This article shall be known as and cited as the Charter Township of Ypsilanti Liquor Inspection Ordinance.

Sec. 37-52. - Definitions.

Those definitions enumerated in section 37-24 of this Code shall be and hereby are specifically incorporated herein by reference as if each and every one were more particularly set forth.

Sec. 37-53. - Liquor Control Act of the State of Michigan.

All alcoholic liquor traffic, including but not limited to, the manufacture, sale, offer for sale, consumption, storage for sale, possession and/or transportation thereof within Township of Ypsilanti shall comply within the provision of the Michigan Liquor Control Act, being Public Act 8 of 1933, as amended, and the provisions of this Code.

Sec. 37-54. - Enforcement.

The township ordinance department officers are authorized to enforce the provisions of the Michigan Liquor Control Act, being Public Act 8 of 1933; the rules and regulations of the Michigan Liquor Control Commission adopted pursuant to said Act; and the provisions of this chapter. Any duly sworn law enforcement officer with proper jurisdiction is authorized to enforce the provisions of this chapter.

Sec. 37-55. - Inspection.

The township ordinance department officers shall inspect, on a regular basis, all liquor establishments licensed under the Liquor Control Act of the State of Michigan, and report the results of all inspections promptly to the township board. The township ordinance department officers shall further promptly investigate all complaints received by it concerning violations of the Michigan Liquor Control Act or improper operations and practices concerning alcoholic liquor traffic within the township and report the same to the township board and, where appropriate under the Michigan Liquor Control Act, to the Michigan Liquor Control Commission, for appropriate proceedings against the violator.

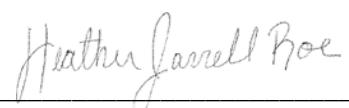
All ordinance department officers enforcing the Michigan Liquor Control Act shall carry appropriate identification issued by the township identifying them as township liquor control inspectors and shall present said identification to the owner or manager of every place inspected by them when making an inspection upon demand for identification by such owner or manager.

Inspectors have the right to inspect any place in the township where alcoholic liquor is manufactured, sold, offered for sale, kept for sale, possessed, or transported, or where the inspector has a reasonable suspicion that the same is being thus manufactured, sold, offered for sale, kept for sale, possessed or transported. Whenever possible, all inspection reports shall be made on liquor law enforcement forms furnished by the Michigan Liquor Control Commission or on forms similar to the forms furnished by the Michigan Liquor Control Commission.

Sec. 37-56. - Penalties.

Any person, whether licensed or not, who shall violate any of the provisions of the Michigan Liquor Control Act or any rule or regulation of the Michigan Liquor Control Commission promulgated thereunder, or who shall violate any of the township's ordinances pertaining to the regulation of alcohol traffic, or any person who shall prohibit or interfere with the authorized inspection by a member of the township ordinance department shall be guilty of a misdemeanor, punishable by imprisonment in the county jail not more than 90 days or by a fine of not more than \$500 or both, in the discretion of the court. Each day that a violation continues to exist shall constitute a separate offense.

I, Heather Jarrell 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. 2021-494 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on February 2, 2021. The second reading is scheduled to be heard on March 2, 2021.



Heather Jarrell Roe, Clerk

Charter Township of Ypsilanti

Charter Township of Ypsilanti

RESOLUTION 2021-06

Liquor Licensing Fee Schedule

Whereas, the Township Code of Ordinances, Chapter 37, contains specific provisions establishing liquor licensing fees, and

Whereas, the number of new on-premise liquor licenses available to be approved by the Board of Trustees is limited by a quota system mandated by state law and controlled by state liquor control regulations; and

Whereas, the number of on-premise liquor licenses available to be approved by Ypsilanti Township as a local governmental unit is restricted by state law to one license for every 1,500 residents, which currently equates to a total quota of 36 on-premise liquor licenses based upon 2010 U.S. Census data showing the Township's population of 53,362 people; and

Whereas, to date, the Board of Trustees has approved a total of 31 new on-premise liquor licenses intended for use by businesses operating in Ypsilanti Township for the benefit of Township residents; and

Whereas, an analysis of new on-premise liquor licenses previously approved by the Board of Trustees shows that 17 of 31 new on-premise liquor licenses approved by the Board of Trustees and intended for use in Ypsilanti Township, which equals approximately 55% of all new licenses granted to applicants, have been sold by the applicant and transferred for use outside of Ypsilanti Township in other local governmental units within Washtenaw County; and

Whereas, in addition to the loss of 17 on-premise liquor licenses, five (5) additional on-premise liquor licenses in Ypsilanti Township are currently held in escrow and are not being used; and

Whereas, the 17 on-premise liquor licenses approved by the Board of Trustees and transferred out for use in other communities continue to be counted in perpetuity against Ypsilanti Township's quota of on-premise liquor licenses in accordance with state law and state regulations with no recourse available to retain or recover such

licenses to further promote future economic development for the benefit of the residents of Ypsilanti Township; and

Whereas, the typical monetary value of an on-premise liquor license offered for sale on the open market has been reliably reported to be as much as 80 times more than the current license application fee being charged by Ypsilanti Township; and

Whereas, the licensing fee currently being charged for a new on-premise liquor license is misaligned with the true market value of such a license thereby contributing to the continued pattern of loss of such licenses being sold and transferred outside of Ypsilanti Township to the detriment of economic development and Township residents; and

Whereas, the Township liquor committee has studied liquor licensing fees and has recommended removing licensing fees from Chapter 37 of the Code of Ordinances and adopting a separate Liquor License Fee Schedule that can be periodically reviewed and revised as necessary by the Board of Trustees for the benefit of the community.

Now therefore be it resolved that the Liquor License Fee Schedule attached hereto is adopted by reference.

I, Heather Jarrell 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. 2021-06 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 2, 2021.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti



FEE SCHEDULE

(Effective March, 11th, 2020)

New On-Premises License (such as a Class C, Hotel A, Hotel B, Tavern, etc.)	\$5,000.00
New Manufacturing or Non-Retail License with On-Premise Permit (such as a Micro-Brewer and Wine Maker)	\$5,000.00
Transfer of Location & Ownership of an Existing On-Premise License	\$5,000.00
Transfer of Location and Ownership of an Existing On-Premises License (previously approved outside of the Charter Township of Ypsilanti)	\$5,000.00
Transfer of Location of an Existing On-Premise License (previously approved by the Charter Township of Ypsilanti)	\$2,500.00
Transfer of Ownership of an Existing On-Premise License (previously approved by the Charter Township of Ypsilanti)	\$2,500.00
Other Changes (Stock Ownership, Addition of Space, Deletion of a Partner, etc.)	\$1,500.00
Other Changes, not specified	\$1,500.00
License Renewal Fee (Building Inspection, Fire Inspection, Liquor Control Officer Inspection, etc.)	\$150.00

SERVICE CONTRACT - FEDERAL FUNDED

AGREEMENT is made this ___1st___ day of _____October_____, 2019, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107(“County”) and **Charter Township of Ypsilanti** located at **2025 E. Clark, Ypsilanti, MI 48198**(“Contractor”).

Federal Awarding Agency	Administration on Aging, Office of Services to the Aging
Federal / State Contract Number	75-0142-0-1-506
Federal Program Title	“Special Programs for the Aging Title III, Part Nutrition Services”
CFDA Number	93.045
Federal Funding %	100%

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

ARTICLE I - SCOPE OF SERVICES

The Contractor will be responsible for administering the congregate and/or home delivered meals programs for qualifying Washtenaw County residents in accordance with local, state, and federal requirements as outlined:

- Attachment A
- AAA1-B Request for Proposals and Operating Standards Manual FY 2020-2022.
- Senior Nutrition Program Policies & Procedures Manual
- Washtenaw County Staff & Volunteer Handbook

ARTICLE II - COMPENSATION

The County will pay the Contractor an amount contract amount not to exceed \$13,375

- 5500 Congregate Meals @ \$2.25 not to exceed \$12,375.
- Supply Reimbursement not to exceed \$1,000

The County agrees to make payments in monthly installments in accordance with the process and timeline in Attachment B, unless otherwise approved in writing by the parties. If at the end of the term of this Agreement there are unexpended portions of the contract amount, the unexpended funds will be retained by the County for reallocation to other purposes.

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

ARTICLE III - REPORTING OF CONTRACTOR

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

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

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

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

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

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

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

ARTICLE IV - TERM

This contract begins on October 1, 2019 and ends on September 30, 2020 *with an option to extend for two (2) additional one (1) year periods.*

ARTICLE V - PERSONNEL

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

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

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

ARTICLE VI-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 VII - INDEMNIFICATION AGREEMENT

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

ARTICLE VIII - INSURANCE REQUIREMENTS

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

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County and the Area Agency on Aging 1-B shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and 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.
4. Fidelity Bonding covering employee theft from employer.
5. Third Party Fidelity (Crime Bond) with a minimum of \$50,000, covering employee theft from participant.

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

selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

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

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

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

ARTICLE XI - CONTINGENT FEES

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

ARTICLE XII – DEBARMENT AND SUSPENSION

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;

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

ARTICLE XIII – LOBBYING

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

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

ARTICLE XIV - DRUG-FREE WORKPLACE

Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an on-going drug-free awareness program to inform employees about—
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee’s policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, *and* employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the County, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the County;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Grantees Who Are Individuals

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

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

ARTICLE XV - FEDERAL PROCUREMENT STANDARDS

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

ARTICLE XVI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

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

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

ARTICLE XVII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$13.61 per hour with benefits or \$ 15.18 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2020 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVIII - EQUAL ACCESS

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

ARTICLE XIX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

ARTICLE XX - ASSIGNS AND SUCCESSORS

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

ARTICLE XXI - TERMINATION OF CONTRACT

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

Section 2 - In the event of any breach or default by the County or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts and/or omissions constituting the alleged default or breach; if within fifteen (15) working days after issuance of such notice, the party in default has failed to cure such default, then in that event, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; provided, however, that if the alleged default can be cured by the performance of work or repairs or by some act, the performance of which requires a period of time, such default will be determined to have been cured if, within

the above-referenced fifteen (15) working days, the party allegedly in default has begun to cure the default and continues until such default is cured within a reasonable time.

ARTICLE XXII - PAYROLL TAXES

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

ARTICLE XXIII- PRACTICE AND ETHICS

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

ARTICLE XXIV- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XXV - CHOICE OF LAW AND FORUM

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

ARTICLE XXVI-FEDERALLY REQUIRED PROVISIONS

When applicable, the following provisions shall apply to contracts funded in whole, or in part, by federal award monies:

For "federally assisted construction contracts" as defined by 41 CFR Part 60-1.3, Contractor must comply with the equal opportunity clause provided under 41 CFR 60—1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR Part, 1964—1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

For all prime construction contracts exceeding \$2,000.00 awarded by non-Federal entities, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3144, and 3146—3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be paid wages not less than once a week. The parties agree that the County will report all suspected or reported violations of this provision to the Federal awarding agency.

In addition, Contractor must also comply with the Copeland "Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Bidding or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which prohibits Contractor or Subrecipient from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the Federal awarding agency.

If this contract exceeds \$100,000.00 and involves the employment of mechanics or laborers, Contractor shall comply with U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). To that extent, Contractor must compute the wages of each mechanic and laborer on the basis of a standard forty (40) hour work week with hours exceeding this standard to be paid at one and one half the standard hourly rate. In addition, Contractor agrees that no mechanic or laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

If the Federal award funding this Agreement meets the definition of "funding agreement" under 37 CFR, Sec. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

If this Agreement and/or subgrant exceeds \$150,000.00, Contractor shall comply with all applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The parties agree that the County shall report all violations of these Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan's energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

Contractor agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), which prohibits the use of federal funds by the Contractor or subcontractor 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.

The parties agree that County and Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, for those items where the purchase price exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00, procuring only items designated in guidelines of the EPA at 40 CFR, Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program to procuring recovered materials identified in the EPA guidelines.

ARTICLE XXVII - EXTENT OF CONTRACT

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

ATTESTED TO:	WASHTENAW COUNTY
By: _____	_____
Lawrence Kestenbaum (DATE) County Clerk/Register	Gregory Dill (DATE) County Administrator

APPROVED AS TO CONTENT:	CONTRACTOR
By: _____	_____
Teresa Gillotti (DATE) Director, Office of Community And Economic Development	Brenda Stumbo (DATE) Supervisor

APPROVED AS TO FORM:	CONTRACTOR
By: _____	_____
Curtis N. Hedger (DATE) Office of Corporation Counsel	Heather Jarrell Roe (DATE) Ypsilanti Township Clerk

**Attachment A:
Scope of Services**

Service Name	Senior Cafe
Service Number	C-3
Service Category	Community/Nutrition
Service Definition	The provision of nutritious meals to older individuals in congregate settings.
Unit of Service	Each meal served to an eligible participant.

MINIMUM STANDARDS

Eligibility Criteria

Each program shall have written eligibility criteria that places emphasis on serving older individuals in greatest need and includes, at a minimum:

- The eligible person must be 60 years of age or older, or be the spouse or partner of a person 60 years of age or older
- Family members of an eligible adult who are living with a disability and permanently live with the eligible adult in a non-institutional setting
- Individuals living with disabilities who have not attained 60 years of age but who reside in housing facilities occupied primarily by older adults, at which Senior Café nutrition services are provided, may receive such services
- Non-older adult individuals living with disabilities who reside in a non-institutional household may accompany an eligible older individual and may participate on the same basis as the elderly participants
- Whether, at the provider's discretion, a non-senior volunteer who directly supports meal site and/or food service operations may be provided a meal. Such meals may be provided only after all eligible participants have been served and meals are available. A fee is not required for non-senior volunteer meals and such meals are to be included in NAPIS meal counts.
- Person-Centered Planning involves participant choice. Participants in the program can participate in both home-delivered and congregate programs at the same time. Proper documentation must be kept as to the home delivered meal schedule and the congregate schedule. An agreement between OCED and the partner site regarding participants who may be in both programs is required.
- Programs shall utilize a system for documenting meals served for purposes of NAPIS. Documentation for individuals receiving meals must clearly separate eligible participants from ineligible participants.

Non-eligible Meals

At the provider's discretion, persons not otherwise eligible may be served, if meals are available, and they pay the full cost of the meal. At the provider's discretion, a non-senior staff who directly supports meal site and/or food service operations may be provided a discounted meal. Such meals may be provided only after all eligible participants have been served and meals are available. The full cost includes raw food, preparation costs, and any administrative and/or supporting services costs. Documentation that full payment has been made shall be maintained; meals shall not be counted in NAPIS meal counts.

Home Delivered Meal Referrals

Each Senior Café nutrition provider shall be able to provide information relative to eligibility for home delivered meals and be prepared to make referrals for persons unable to participate in the Senior Café program, to those who appear eligible for a home delivered meals program.

Senior Cafe Meal Site Requirements

Each site shall be able to document:

- That it is operated within an accessible facility. Accessibility is defined as a participant living with a disability being able to enter the facility, use the rest room, and receive service that is at least equal in quality to that received by a participant not living with a disability. Documentation from a local building official or licensed architect is preferred. A program may also conduct accessibility assessments of its meal sites when utilizing written guidelines approved by OCED.
- That it complies with local fire safety standards. Each meal site must be inspected, by a local fire official, no less frequently than annually. For circumstances where a local fire official is unavailable after a formal (written) request, a program may conduct fire safety assessments of its meal sites when utilizing written guidelines approved by OCED.
- Compliance with Michigan Food Code and local public health codes regulating food service establishments. Each meal site and kitchen operated by a Senior meal provider shall be licensed, as appropriate, by the local health department. The local health department is responsible for periodic inspections and for determining when a facility is to be closed for failure to meet Michigan Food Code standards. The program shall submit copies of inspection reports electronically on all facilities to the OCED within five days of receipt. It is the responsibility of the program to address noted violations promptly.

Meals per Day

Each site shall serve meals at least three days per week with a minimum annual average of 10 eligible participants per serving day. If the service provider also operates a home delivered meals program, home delivered meals sent from a site may be counted towards the 10 meals per day service level. Waivers to this requirement may be granted by OCED only when the following can be demonstrated:

- Two facilities must be utilized to effectively serve a defined geographic area for three days per week.

- Due to a rural or isolated location, it is not possible to operate a meal site three days per week.
- Seventy-five percent or more of participants at a meal site with less than 10 participants per day are in great economic or social need. Such meal sites must operate at least three days per week.

Site Establishment

Senior Café meal sites currently in operation by the program may continue to operate unless OCED determines relocation is necessary to more effectively serve socially or economically disadvantaged older persons. New and/or relocated meal sites shall be in an area which has a significant concentration of the over aged 60 population living at or below the poverty level or with an older minority or ethnic population comprising a significant concentration of the total over-60 population. AASA must approve, in writing, the opening of any new and/or relocated meal site prior to the provision of any meals at that site.

Site Closure

When a meal site is to be **permanently closed**, the following procedures shall be followed:

- The program shall notify OCED in writing of the intent to close a meal site
- The program shall present a rationale for closing the meal site which is based on lack of attendance, inability to meet minimum standards and/or other requirements, loss of resources, or other justifiable reason.
- OCED shall review the rationale and determine that all options for keeping the site open or being relocated have been exhausted. If there remains a need for service in the area that was served by the meal site, efforts should be made to develop a new meal site and/or assist participants to attend another existing meal site.
- OCED shall approve in writing the closing of all meal sites operating with funds awarded from If a meal site to be closed is in an area where low-income and/or minority persons constitute 25% or more of the population, or if low-income and/or minority persons constituted more than 25% of meal participants served over the past 12 months, AAA1-b must also approve in writing the closing of the meal site.
- The program shall notify participants at a meal site to be closed of the intent to close the site at least 30 days prior to the last day of meal service.

Emergency Preparedness Training

Each program shall document that appropriate preparation has taken place at each meal site for procedures to be followed in case of an emergency including:

- Provision of an annual fire drill
- Staff and volunteers shall be trained on procedures to be followed in the event of a severe weather storm or natural disaster and the county emergency plan
- Posting and training of staff and regular volunteers on procedures to be followed in the event of a medical emergency

Site Access, Maintenance and Security

Each program shall have written agreements with the owners of all leased facilities used as meal sites. Written agreements are recommended for donated facilities, but not required. The agreements shall address at a minimum:

- Responsibility for care and maintenance of facility, specifically including restrooms, equipment, kitchen, storage areas and areas of common use
- Responsibility for snow removal
- Agreement on utility costs
- Responsibility for safety inspections
- Responsibility for appropriate licensing by the Public Health Department
- Responsibility for insurance coverage
- Security procedures
- Responsibility for approval of outside programs, activities and speakers
- Other issues as desired or required

Posting Donation and Guest Fees

Each program shall display, at a prominent location in each meal site, the AAA 1-B or the AASA Community Nutrition Services poster. A contractor may use its own poster if all required information is included and clearly presented. The poster shall contain the following information for each program:

- Name and phone number of the nutrition project director
- Suggested donation for eligible participants
- Guest fee to be charged non-eligible participants
- A statement of non-discrimination identical to the language on the AASA poster

Additional information pertaining to the program shall not be displayed to cause any misunderstanding or confusion with information presented on the poster.

Assistive Eating Devices

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

Non-Approved Meals

Senior Café meal programs receiving funds through OCED/AAA1B/AASA may not contribute towards, provide staff time, or otherwise support potluck dining activities.

Project Council

Each program shall have a representative that is a member of the project council. The project council is comprised of program participants, to advise program administrators about services being provided. Program staff shall not be members of the project council.

Food Taken Out of Meal Site due to Illness

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

Second Meal Option

Nutrition providers may elect to offer second meals (2nd Meal) at specified dining sites. A second meal must meet the AASA nutrition standards and is defined as a:

- shelf-stable meal,
- a frozen meal,
- a meal that is low-risk for food borne illness.

A Senior Café meal participant may qualify for a second meal if the participant eats a regularly scheduled hot meal at the meal site and has requested a 2nd Meal following the nutrition provider's process; (i.e. phone request, sign up in advance).

The 2nd Meal is given to the participant when they leave the Senior Cafe site and differs from a ready-to-eat hot meal served on site at breakfast, lunch or dinner. It must be stored properly until the participant is ready to leave for the day. The 2nd Meal is to be counted as a congregate meal in all record keeping. Donations may be accepted for 2nd Meals.

Weekend Meal(s)- Nutrition providers may elect to offer weekend meals at specified dining sites. A weekend meal must meet the AASA nutrition standards and is defined as

The participant eats a regularly scheduled hot meal at the meal site

- The participant has requested a weekend meal following the nutrition provider's process; (i.e. phone request, sign up in advance)
- Donations may be accepted for weekend meals

A Senior Café meal participant may qualify for a weekend meal if:

- a shelf- stable meal,
- a frozen meal
- a meal that is low-risk for foodborne illness.
- The participant eats a regularly scheduled hot meal at the meal site
- The participant has requested a weekend meal following the nutrition provider's process; (i.e. phone request, sign up in advance)
- Donations may be accepted for weekend meals
- The Weekend Meal is given to the participant when they leave the Senior Café site and differs from a ready-to-eat hot meal served on site at breakfast, lunch, or dinner
- It must be stored properly until the participant is ready to leave for the day
- The weekend meal must meet the AASA nutrition standards
- The weekend meal is to be counted as a Senior Cafe meal in all record keeping
- Arrangements for weekend meal pick up should be made with the nutrition provider/site manager in advance

Complimentary Programs/Demonstration Projects

AAA 1-B and nutrition providers are encouraged to work together to provide programming at the Senior Café meal sites that include activities and meals. OCED and nutrition meal providers may conduct a demonstration project to assess the feasibility of alternate delivery systems for Senior Cafe meals, such as but not limited to, providing a cold (box lunch) meal for persons that participate in an activity at the site that is not immediately before or after a scheduled meal time.

Demonstration projects must be approved by OCED/AAA1B/AASA prior to implementation. The program shall notify OCED in writing of the intent to conduct such a program. Providers are to allow adequate time with a minimal 45-day notice for administrative review.

Prayer

Older adults may pray before a meal that is at a site. It is recommended that each nutrition program adopt a policy that ensures that each individual participant has a free choice whether to pray either silently or audibly, and that prayer is not officially sponsored, led, or organized by persons administering the Nutrition Program or the meal site.

Attachment B:

- Program Agencies will be paid per meal served, with monthly invoices created by Washtenaw County. OCED will generate monthly invoices to be sent to sites to be printed on site letterhead, signed and returned to OCED for payment.
- Agencies will be billed at a cost of \$5.50 for meals ordered and consumed by participants under 60 years of age, participants that we do not have a current registration, meals served without receiving a signature from participant, or those that are ordered and not served. These meals will be deducted from the monthly payments.
- Outreach activities will occur to make local areas aware of programing through local marketing. OCED will assist with local marketing.
- OCED will contract with catering suppliers to provide all meals serving supplies for sites. This will be part of the catering contract and payable by OCED.
 - If caterer cannot provide needed supplies, site will email copies of original invoices for approved supplies to OCED. OCED will reimburse partner sites for all approved supplies used exclusively for the Senior Nutrition Program.
- Program partners will keep all donations, reporting to Washtenaw County the amount raised monthly, allowing for greater partner agency control of the funding needs of their community based program.
- Quarterly, OCED will review partner program donation reports and evaluate if current participant donation collections are on target or if additional support may be require

Contract # _____

SERVICE CONTRACT - FEDERAL FUNDED

AGREEMENT is made this 1st day of October , 2020, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107(“County”) and **Charter Township of Ypsilanti** located at 2025 E. Clark, Ypsilanti, MI 48198 (“Contractor”).

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

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

ARTICLE I - SCOPE OF SERVICES

The Contractor will be responsible for administering the congregate and/or home delivered meals programs for qualifying Washtenaw County residents in accordance with local, state, and federal requirements as outlined:

- Attachment A
- AAA1-B Request for Proposals and Operating Standards Manual FY 2020-2022.
- Senior Nutrition Program Policies & Procedures Manual
- Washtenaw County Staff & Volunteer Handbook

ARTICLE II - COMPENSATION

The County will pay the Contractor an amount contract amount not to exceed \$12,750 (Twelve Thousand Seven Hundred Fifty Dollars).

- 5,000 Congregate Meals @ \$2.25 not to exceed \$11,250
- Supply Reimbursement not to exceed \$1,500

The County agrees to make payments in monthly installments in accordance with the process and timeline in Attachment B, unless otherwise approved in writing by the parties. If at the end of the term of this Agreement there are unexpended portions of the contract amount, the unexpended funds will be retained by the County for reallocation to other purposes.

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

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

ARTICLE III - REPORTING OF CONTRACTOR

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

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

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

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

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

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

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

ARTICLE IV - TERM

This contract begins on the date of this agreement and ends on September 30, 2021 *with an option to extend for two (2) additional one (1) year periods.*

ARTICLE V - PERSONNEL

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

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

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

ARTICLE VI-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 VII - INDEMNIFICATION AGREEMENT

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

ARTICLE VIII - INSURANCE REQUIREMENTS

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

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

5. Third Party Fidelity (Crime Bond) with a minimum of \$50,000, covering employee theft from participant.

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

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

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

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

ARTICLE XI - CONTINGENT FEES

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

ARTICLE XII – DEBARMENT AND SUSPENSION

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

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

ARTICLE XIII – LOBBYING

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

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

ARTICLE XIV - DRUG-FREE WORKPLACE

Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:

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

Grantees Who Are Individuals

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

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

ARTICLE XV - FEDERAL PROCUREMENT STANDARDS

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

ARTICLE XVI - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ARTICLE XVII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$13.91 per hour with benefits or \$ 15.51 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2021 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVIII - EQUAL ACCESS

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

ARTICLE XIX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

ARTICLE XX - ASSIGNS AND SUCCESSORS

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

ARTICLE XXI - TERMINATION OF CONTRACT

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

Section 2 - In the event of any breach or default by the County or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts and/or omissions constituting the alleged default or breach; if within fifteen (15) working days after issuance of such notice, the party in default has failed to cure such default, then in that event, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; provided, however, that if the alleged default can be cured by the performance of work or repairs or by some act, the performance of which requires a period of time, such default will be determined to have been cured if, within the above-referenced fifteen (15) working days, the party allegedly in default has begun to cure the default and continues until such default is cured within a reasonable time.

ARTICLE XXII - PAYROLL TAXES

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

ARTICLE XXIII- PRACTICE AND ETHICS

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

ARTICLE XXIV- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XXV - CHOICE OF LAW AND FORUM

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

ARTICLE XXVI-FEDERALLY REQUIRED PROVISIONS

When applicable, the following provisions shall apply to contracts funded in whole, or in part, by federal award monies:

For "federally assisted construction contracts" as defined by 41 CFR Part 60-1.3, Contractor must comply with the equal opportunity clause provided under 41 CFR 60—1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR Part, 1964—1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

For all prime construction contracts exceeding \$2,000.00 awarded by non-Federal entities, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3144, and 3146—3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be paid wages not less than once a week. The parties agree that the County will report all suspected or reported violations of this provision to the Federal awarding agency.

In addition, Contractor must also comply with the Copeland "Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Bidding or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which prohibits Contractor or Subrecipient from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the Federal awarding agency.

If this contract exceeds \$100,000.00 and involves the employment of mechanics or laborers, Contractor shall comply with U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). To that extent, Contractor must compute the wages of each mechanic and laborer on the basis of a standard forty (40) hour work week with hours exceeding this standard to be paid at one and one half the standard hourly rate. In addition, Contractor agrees that no mechanic or laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

If the Federal award funding this Agreement meets the definition of "funding agreement" under 37 CFR, Sec. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

If this Agreement and/or subgrant exceeds \$150,000.00, Contractor shall comply with all applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The parties agree that the County shall report all violations of these Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan's energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

Contractor agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), which prohibits the use of federal funds by the Contractor or subcontractor 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.

The parties agree that County and Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, for those items where the purchase price exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00, procuring only items designated in guidelines of the EPA at 40 CFR, Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program to procuring recovered materials identified in the EPA guidelines.

ARTICLE XXVII - EXTENT OF CONTRACT

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

ATTESTED TO:

WASHTENAW COUNTY

By _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: _____
Teresa Gillotti (DATE)
Director, Office of Community
And Economic Development

Brenda Stumbo (DATE)
Supervisor

APPROVED AS TO FORM:

CONTRACTOR

By: _____
Michelle K. Billard (DATE)
Office of Corporation Counsel

Heather Jarrell Roe (DATE)
Ypsilanti Township Clerk

**Attachment A:
Scope of Services**

Congregate Meals Program

I. Participants

Eligibility Criteria

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

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

Participant Registration and Recordkeeping

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

Participant Donations

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

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

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

Referrals

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

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

Participant Complaints

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

Postings

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

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

II. Facilities and Safety**Accessible site**

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

Site Access, Maintenance, Security

Sites are responsible for

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

Fire safety standards

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

Michigan Food Code

Sites must comply with Michigan Food Code and local public health codes regulating food service establishments. Each meal site and kitchen operated by a congregate meal provider shall be licensed, as appropriate, by the local health department. The local health department is responsible

for periodic inspections and for determining when a facility is to be closed for failure to meet Michigan Food Code standards. The site shall submit copies of inspection reports electronically to OCED within five days of receipt for all facilities in which the Senior Nutrition Program is conducted. It is the responsibility of the Senior Nutrition Program site to address noted violations promptly.

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

Site Closure

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

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

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

Emergency Preparedness

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

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

III. Staffing

Staff

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

Volunteers

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

In-service Training

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

IV. Meals

Assistive Eating Devices

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

Non-Approved Meals

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

Food Taken Out of Meal Site

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

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

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

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

Nutrition Education

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

Home Delivered Meals

I. Participants

Each program must have written eligibility criteria which places emphasis on serving older persons in greatest need and includes, at a minimum:

- a. That to be eligible a person must be 60 years of age or older, or be the spouse of a person 60 years of age or older, or be an individual with disabilities who resides in a non-institutional household with a person eligible for and receiving home delivered meals.
- b. That to be eligible a person must be homebound; i.e., does not leave his/her home under normal circumstances. That to be eligible a person must be unable to participate in the congregate nutrition program because of physical or emotional difficulties.
- c. That to be eligible a person must be unable to obtain food or prepare complete meals.
- d. That there is no adult living at the same residence or in the vicinity that is able and willing to prepare all meals.
- e. That the person's special dietary needs can be appropriately met by the program, i.e., the meals available would not jeopardize the health of the individual.
- f. That to be eligible a person must be able to feed himself/herself.
- g. That to be eligible a person must agree to be home when meals are delivered, or contact the program when absence is unavoidable.
- h. That the spouse, regardless of age, or unpaid caregiver (if 60 years of age or older) of an eligible client, or any individual with disabilities residing with an eligible client, may receive a home delivered meal if the assessment indicates receipt of the meal is in the best interest of the client.

Eligibility criteria shall be distributed to all potential referring agencies or organizations and be available to the general public upon request.

Participant Registration

Interested participants must provide their contact information via a Home Delivered Meals referral form. Forms must be forwarded to OCED as soon as possible for assessment by OCED or an OCED contractor. The assessor will determine the prospective participant's eligibility work together to identify a suitable course of action. Each participant will be provided a Participant Welcome Packet developed by OCED which explains the program. Once participants are determined to be eligible for the program, site staff may add the participant to the home delivered meal routes.

Participant Donations

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

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

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

Participant Complaints

Sites will handle participant complaints in accordance with the Senior Nutrition Program Grievance Procedure.

Postings

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

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

II. Assessments

Sites with access to CAREeVantage software are responsible for entering participant information into the database upon referral. Once entered into CAREeVantage, sites should mark the participant referral status as "pending" assessment or "waitlist," as appropriate. Once the participant is assessed for the program, participant referral status should be marked as "approved" or "rejected," as appropriate.

Each home delivered meal program shall demonstrate cooperation with congregate and other home delivered meal programs in the same region. If the same provider operates both a congregate and home delivered meals program for an area, the provider must be able to demonstrate effective utilization of existing congregate meal sites and personnel for the home delivered meal program.

III. Meals

Each program may provide up to three meals per day to an eligible client based on need as determined by the assessment. Providers are expected to set the level of meal service for an individual with consideration given to the availability of support from family and friends and changes in the participants' status or condition.

Each home delivered meals provider shall have the capacity to provide three meals per day, which together meet the Dietary Reference Intakes (DRI) and recommended dietary allowances for older adults (RDA) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. These are outlined in AAA1-B's Nutrition Services APPENDIX Sections T-W, Dietary Guidelines, Dietary Reference Intake and RDA's, Web Resources. Meals shall be available at least five days per week.

The program may also make approved liquid meals available to program participants when ordered by a physician. The program shall provide instruction to the participant, and/or the participant's caregiver and participant's family in the proper care and handling of liquid meals as outlined by AAA1-B's Program Operating Standards.

- a. When liquid meals are used to supplement a participant's diet, the physician's order must be renewed every six months.
- b. When liquid meals are the participant's sole source of nutrition, the following requirements must also be met:
 - i. Diet orders shall include client weight and be explicit as to required nutritional content (i.e. name of product and prescribed amount).
 - ii. A physician must renew diet orders, every three months.
 - iii. The care plan for participants receiving liquid meals shall be developed in consultation with the participant's physician.
- c. A liquid meal unit of service shall be calculated as two 8-ounce servings/cans.

The program shall verify and maintain records that indicate each client receiving frozen meals has, and maintains, the ability to handle frozen meals.

IV. Facilities and Safety

Accessible site

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

Site Access, Maintenance, Security

Sites are responsible for

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

Fire safety standards

Each meal site must be inspected by a local fire official, no less frequently than every three years. For circumstances where a local fire official is unavailable after a formal (written) request, OCED may conduct fire safety assessments of the Senior Nutrition Program site. Each meal site must conduct an annual fire drill.

Michigan Food Code

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

Site staff is responsible for measuring the temperature of food items upon arrival, upon departure on the route, and at the end of the route. Test meals will be ordered by OCED once each week to

ensure that food temperatures fall within the safe zone. Hot food must be maintained above 135 degrees. Should the temperature fall below 135 degrees, the food must be reheated to above 165 degrees prior to delivery. Cold foods should stay below 41 degrees. Measured temperatures must be recorded on the temperature chart to be submitted to OCED each month. To maintain temperatures within this range, it is suggested that heating stones (or other heating mechanisms) and meals be packed into coolers/bags at the last possible moment prior to delivery. Drivers should be instructed to keep coolers/bags closed as much as possible to reduce heat/cold loss.

Site Closure

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

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

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

Emergency Preparedness

In cases of inclement weather, sites should close their program when the school district in the area is closed, unless the agency has a different, OCED-approved closure policy. Closure must immediately be reported to OCED.

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

Each program shall develop and have available written plans for continuing services in emergency situations such as short term natural disasters (i.e., snow and/or ice storms), loss of power, physical plant malfunctions, etc. Staff and volunteers shall be trained by sites on site-specific procedures to be followed in the event of severe weather or natural disasters and OCED will train staff and volunteers on the county emergency plan.

Site Closure

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

1. Intent to close a site, as soon as possible.
2. A rationale for site closure (e.g. inclement weather, heavy snow, no road access, closure of production kitchen, closure of site, driver availability, other)
3. Geographical area(s) affected
4. Method(s) by which HDM participants/contacts will be notified of no meal delivery (public announcement, radio, television, contractor phone recording, phone call to home or to emergency contact, staff answer phone, other)

V. Staffing

Staff

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

procedures. Site staff member are expected to utilize the Volunteer Training Manual provided by OCED to cover all necessary training areas.

Volunteers

Sites will register volunteers. Volunteers must submit to OCED:

- a background check form (i.e. Authorization and Release Form)
- a volunteer registration form
- and volunteer services agreement

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

In-service Training

Staff and volunteers of each program shall receive in-service training at least twice each fiscal year which is specifically designed to increase their knowledge and understanding of the program and to improve their skills at tasks performed in the provision of service. OCED will maintain records that identify the dates of training, topics covered, and persons attending each in-service.

Nutrition Education

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

Contract # _____

Attachment B:
Project Budget

To be added.

**CHARTER TOWNSHIP OF YPSILANTI
2021 BUDGET AMENDMENT #2**

February 2, 2021

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

206 - FIRE FUND

Total Increase (\$2,574,624.00)

Request to move the current budgeted revenue and expenditure amounts to two new separate funds. One is for the Pension & OPEB millage and the second is for Special Capital Millage. This is at the request of our auditor, Rana Emmons of PSLZ LLP. This will be fund by reclassification (transfer) of the budget to the two separate millage funds.

Revenues:	CURRENT TAXES FIRE PENSION	206-000.000-402.005	(\$1,872,010.00)
	ESA REIMBURSEMENT PEN	206-000.000-402.006	(\$6,000.00)
	CURRENT CAPITAL IMPROV TAXES	206-000.000-403.010	(\$694,614.00)
	ESA REIMBURSE CAPITAL IMPROV	206-000.000-403.020	(\$2,000.00)
		Net Revenues	<u><u>(\$2,574,624.00)</u></u>

Expenditures:	OPEB FUNDING- RETIREE HEALTH	206-852.000-876.003	(\$700,000.00)
	RETIREMENT-FIRE DEPT	206-852.000-876.004	(\$1,172,010.00)
	CAPTL OUTLAY -IMPROVEMENT	206-970.000-971.008	(\$325,000.00)
	CAPITAL OUTLAY FIRE STATION	206-970.000-976.005	(\$55,000.00)
	CAPITAL OUTLAY FIRE APPARATUS	206-970.000-979.000	(\$53,000.00)
	COMPUTER/COMM/FURNISHING	206-970.000-980.001	(\$67,000.00)
	Net Revenue & Expenditures		<u><u>(\$202,614.00)</u></u>
		Net Expenditures	<u><u>(\$2,574,624.00)</u></u>

216 - FIRE PENSION & OPEB MILLAGE FUND

Total Increase \$1,878,010.00

Request to create a Fire Pension & OPEB Millage Fund #216 and budget the 2021 amounts originally budgeted in the Fire Fund 206. This will be funded by the Fire Pension & OPEB Millage funds.

Revenues:	CURRENT TAXES FIRE PENSION	216-000.000-402.005	\$1,872,010.00
	ESA REIMBURSEMENT PEN	216-000.000-402.006	<u>\$6,000.00</u>
		Net Revenues	<u><u>\$1,878,010.00</u></u>

Expenditures:	OPEB FUNDING- RETIREE HEALTH	216-336.000-876.003	\$700,000.00
	RETIREMENT-FIRE DEPT	216-336.000-876.004	\$1,172,010.00
	Net Revenue & Expenditures		<u>\$6,000.00</u>
		Net Expenditures	<u><u>\$1,878,010.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2021 BUDGET AMENDMENT #2**

February 2, 2021

217 - FIRE SPECIAL MILLAGE CAPITAL FUND

Total Increase \$696,614.00

Request to create a Fire Special Millage Capital Fund #217 and budget the 2021 amounts originally budgeted in the Fire Fund 206. This will be funded by the Fire Special Capital Millage funds.

Revenues:	CURRENT CAPITAL IMPROV TAXES	217-000.000-403.010	\$694,614.00
	ESA REIMBURSE CAPITAL IMPROV	217-000.000-403.020	\$2,000.00
		Net Revenues	<u><u>\$696,614.00</u></u>
Expenditures:	CAPTL OUTLAY -IMPROVEMENT	217-970.000-971.008	\$325,000.00
	CAPITAL OUTLAY FIRE STATION	217-970.000-976.005	\$55,000.00
	CAPITAL OUTLAY FIRE APPARATUS	217-970.000-979.000	\$53,000.00
	COMPUTER/COMM/FURNISHING	217-970.000-980.001	\$67,000.00
	Net Revenue & Expenditures		<u><u>\$196,614.00</u></u>
		Net Expenditures	<u><u>\$696,614.00</u></u>

Motion to Amend the 2021 Budget (#2)

Move to decrease the Fire Fund budget by (\$2,574,624) to \$4,323,072 and approve the department line item changes as outlined.

Move to increase the new Fire Pension & OPEB Millage Fund budget by \$1,878,010 to \$1,878,010 and approve the department line item changes as outlined.

Move to increase the new Fire Special Millage Capital Fund budget by \$696,614 to \$696,614 and approve the department line item changes as outlined.