

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

HEATHER JARRELL ROE

Treasurer

STAN ELDRIDGE

Trustees

JOHN P. NEWMAN II

GLORIA PETERSON

DEBBIE SWANSON

JIMMIE WILSON, JR.

FEBRUARY 2, 2021

Work Session – 5:00pm

Regular Meeting – 7:00 p.m.

Ypsilanti Township Civic Center

7200 S. Huron River Drive

Ypsilanti, MI 48197



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN ELDRIDGE
TRUSTEES: JOHN P. NEWMAN II • GLORIA PETERSON • DEBBIE SWANSON • JIMMIE WILSON, JR.

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, FEBRUARY 2, 2021

5:00pm

- 1. AGENDA REVIEWSUPERVISOR STUMBO
- 2. OTHER DISCUSSION BOARD MEMBERS

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

- A. BOARD MEMBERS HAVE THE OPPORTUNITY TO DISCUSS ANY OTHER PERTINENT ISSUES



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN ELDRIDGE
TRUSTEES: JOHN P. NEWMAN II • GLORIA PETERSON • DEBBIE SWANSON • JIMMIE WILSON, JR.

THIS MEETING WILL BE CONDUCTED ELECTRONICALLY. PLEASE USE THE INSTRUCTIONS BELOW OR VISIT YTOWN.ORG

REGULAR MEETING AGENDA

TUESDAY, FEBRUARY 2, 2021

7:00 P.M.

1. CALL TO ORDER
2. PUBLIC COMMENTS (THREE MINUTES PER PERSON)
3. CONSENT AGENDA
 - A. MINUTES OF THE JANUARY 19, 2020 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS FOR FEBRUARY 2, 2021 IN THE AMOUNT OF \$1,319,043.86
4. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

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)

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.
2. 1st READING OF RESOLUTION 2021-05, PROPOSED ORDINANCE 2021-494, AN ORDINANCE AMENDING THE CODE OF ORDINANCES CHAPTER 37 LIQUOR
3. REQUEST TO APPROVE UPDATED LIQUOR LICENSE APPLICATION
4. RESOLUTION 2021-06, LIQUOR LICENSING FEE SCHEDULE
5. REQUEST TO APPROVE THE SERVICE AGREEMENT BETWEEN WASHTENAW COUNTY AND YPSILANTI TOWNSHIP FOR THE 2019-2020 SENIOR NUTRITION PROGRAM
6. REQUEST TO APPROVE THE SERVICE AGREEMENT BETWEEN WASHTENAW COUNTY AND YPSILANTI TOWNSHIP FOR THE 2020-2021 SENIOR NUTRITION PROGRAM
7. REQUEST 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 REIMAGE WASHTENAW IN YPSILANTI TOWNSHIP
8. BUDGET AMENDMENT #2

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

OTHER BUSINESS

BOARD MEMBER UPDATES

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN P. NEWMAN, II
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON, JR.



Charter Township of Ypsilanti

Clerk's Office

7200 S. Huron River
Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156

**Charter Township of Ypsilanti
Public Meeting Notice
Board of Trustees Work Session and Regular Meeting
February 2, 2021 5:00pm**

PLEASE TAKE NOTICE that the Charter Township of Ypsilanti Board of Trustees will hold a Work Session (5:00pm) and Regular Meeting (7:00pm) scheduled for **February 2, 2021 at 5:00pm**. This meeting will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 approved under SB 1108.

Public comment will be handled by the "Raise Hand" method as instructed below within Participant Controls.

To comply with the Americans with Disabilities Act (ADA), Any citizen requesting accommodation to attend this meeting, and/or to obtain this notice in alternate formats, please contact Clerk's Office at 734-484-4700, at least two business days prior to the meeting.

Meeting Information:

Hi there,

You are invited to a Zoom webinar.

When: Feb 2, 2021 05:00 PM Eastern Time (US and Canada)

Topic: Township Board of Trustees Work Session and Regular Meeting February 2, 2021

Please click the link below to join the webinar:

<https://ytown.zoom.us/j/99887892987>

Or iPhone one-tap :

US: +13017158592,,99887892987# or +13126266799,,99887892987#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 998 8789 2987

International numbers available: <https://ytown.zoom.us/u/aL1fLypgR>

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided above.
2. Enter the Meeting ID number (also provided above) when prompted using your touch- tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provided below. The details include a link to “Join via computer” as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

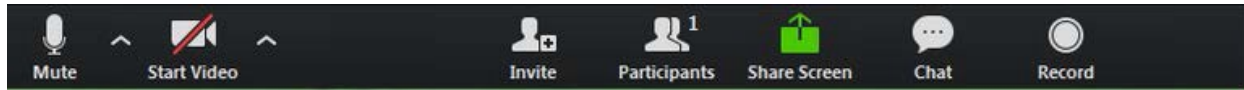
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number.
2. Enter the Meeting ID number (also provided above) when prompted using your touch- tone (DTMF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your 2- digit participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen, you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View Participant list – opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” shows the active speaker. “Gallery view” tiles all of the meeting participants.

If you have any further questions or concerns, please call 734-484-4700 or email Clerk Heather Jarrell Roe at hjarrellroe@ytown.org or Deputy Clerk Lisa Stanfield at lstanfield@ytown.org.

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2021 WORK SESSION**

Supervisor Stumbo called the meeting to order at approximately 5:00 p.m. on a Zoom Virtual Board meeting.

Members Present: Supervisor Stumbo, Clerk Heather Jarrell Roe, and Treasurer Eldridge
Trustees: Gloria Peterson, Debbie Swanson,
John Newman & Jimmie Wilson Jr.
(arrived approx. 5:20PM)

Members Absent: none

Legal Counsel: Wm. Douglas Winters

1. DISCUSSION ON UPDATED LIQUOR LICENSE APPLICATION....Treasurer Eldridge

Treasurer Eldridge stated the Township has had the same liquor license application process they had for many years and it needed updated. He said he met with members of the Township Liquor Commission and they concluded the application needed to be revised. Treasurer Eldridge said he researched other municipality's policies to come came up with the draft that the board has in front of them tonight for review. He said the document contains the fees we currently charge and what the liquor commission has suggested the fees should be in the future.

Trustee Swanson asked if the application fee was refundable if the license was denied. Treasurer Eldridge stated it was non-refundable because of the amount of work that staff would be doing with background checks and examining site locations, etc. He said there would still be the ground work that would have to be done to make the decision to approve or deny the application.

Trustee Peterson asked if the liquor license stays with the applicant if they sell the business. Treasurer Eldridge stated it is transferred to the new owner.

Attorney Winters said that the liquor license goes to the applicant and they are the owner of license. He said the owner can sell that license anywhere in the county.

CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2021 WORK SESSION
PAGE 2

He said if the owner of the business sells it along with the business then the liquor license could be transferred to the new owner. He said there are only a number of licenses allocated to the Township every decade based upon population.

Clerk Jarrell Roe stated there are two potential businesses waiting to apply for a liquor license.

Trustee Swanson questioned when the application is rejected since the applicant has given us private personal information where is that application kept or is it destroyed.

Attorney Winters should be returned to the applicant.

Supervisor Stumbo stated the application was old and needed updated and they want those applying to be treated equally. She said one of the applicants had opened a restaurant and wanted to apply for a license and found out that the building they were in already had a license attached to it. She said if the Board would have approved the license, the building would have had two liquor licenses assigned to them. She said that is why we need to investigate thoroughly moving forward and hence needing the new application. She asked if of the five licenses the Township has left is there a difference when asking for just a beer/wine license versus a full bar.

Michael Radik, OCS Director stated they are the same, we have five left it can be just beer/wine or spirits but if it's beer/wine only that still counts as one license. He said when we craft the language for the Ordinance Amendment we should list the types of State licenses that people would be required to come to the Township Board for approval what you need a license and board approval for. He said a micro-brewery needs a manufacturing license and does not need board approval but if they have a tasting room to provide samples that's an on premise service and that does need Township Board approval but it doesn't come out of our quota for liquor licenses. He said it would be beneficial for all if we explain this thoroughly so everyone is clear on what type of license they need for each business.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2021 WORK SESSION
PAGE 3**

Supervisor Stumbo said she wondered if having different levels of approval should they all pay the same application fee.

Michael Radzik stated that he would think the board should consider that although someone can sell a liquor license, someone with approval for a tasting room cannot sell it and maybe their fee should be different.

Attorney Winters stated that this is a good first draft and he would work with Treasurer Eldridge and the rest of the committee and come back at the next meeting with more of a final form.

Michael Radzik stated that a liquor license was purchased from a business in Ann Arbor and the purchaser is opening a business in Ypsilanti Township and will be bringing that license to the township. He said this will need to be approved by the Township Board. He said that will not come out of the Townships' quota and should not be a problem for that to move forward.

Trustee Newman asked if all liquor licenses in each county cost the same. Supervisor Stumbo stated the license from the State cost the same but the municipality has different fees for the applications.

Supervisor Stumbo thanked Treasurer Eldridge and the committee for their work on this issue. She said having a liquor license is a valuable asset for a business to grow but we want the license to stay within the Township.

AGENDA REVIEW

A. MINUTES OF THE DECEMBER 15, 2020 WORK SESSION AND REGULAR MEETING

Supervisor Stumbo gave her changes to Clerk Jarrell Roe.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2021 WORK SESSION
PAGE 4**

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR JANUARY 19, 2021 IN THE AMOUNT OF \$2,227,603.71**
- 2. CHOICE HEALTHCARE DEDUCTIBLE ACH EFT FOR DECEMBER 2020 IN THE AMOUNT OF \$39,412.57**
- 3. CHOICE HEALTHCARE ADMIN FEE FOR DECEMBER 2020 IN THE AMOUNT OF \$1,205.00**

C. TREASURER'S REPORT DECEMBER 2020

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

NEW BUSINESS

- 1. RESOLUTION 2021-03, RESOLUTION APPROVING REFUNDING CONTRACT BETWEEN THE YPSILANTI COMMUNITY UTILITY AUTHORITY AND YPSILANTI TOWNSHIP**

Tom Colis, Bonding Representative with YCUA gave an overview of the refunding contract. He said they can redeem Bonds after ten years and refinance them at a lower interest rate.

- 2. RESOLUTION 2021-01, POVERTY EXEMPTION GUIDELINES**

Brian McCleery, Deputy Assessor stated the State mandates every year that we approve a resolution with poverty exemption guidelines. He said residents apply in March, July or December for a poverty exemption and if they meet the criteria they will only have to pay a portion of their property taxes. He said this year the State is

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2021 WORK SESSION
PAGE 5**

changing the form and the formula for calculating the property tax adjustment. He said with this new formula the very least a resident who qualifies will receive is 25% off their property tax bill.

Trustee Swanson asked where the personal information goes to after they have been accepted or denied the exemption. She asked if there is help with filling out the forms if needed.

Deputy McCleery stated if a resident receives a poverty exemption it is public record but other confidential information they had to provide is redacted out of the forms. He said their staff will help residents through the process.

3. REQUEST TO APPROVE 2021 BOARD OF REVIEW MEETING DATES

4. RESOLUTION 2021-02, OWNERS DAM SAFETY PROGRAM (ODSP)

Michael Sararen, Hydro Operations Manager, stated this has to be renewed every year by the Board.

5. REQUEST TO APPROVE AGREEMENTS WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF TRAFFIC CALMING DEVICES ON ROSEDALE RD. IN THE AMOUNT OF \$24,862.00 AND ON ONANDAGA AVE. IN THE AMOUNT OF \$9,912.00 BOTH BUDGETED IN LINE ITEM #101-446-000-818-022

6. REQUEST TO APPROVE AGREEMENT WITH WASHTENAW COUNTY FOR SERVICES IN RELATION TO REIMAGINE WASHTENAW FOR 2021 IN THE AMOUNT OF \$3,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000

Supervisor Stumbo stated this is something we have been working on for several years. She said last year the sidewalk was completed from Golfside to the Big Boy on Washtenaw.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2021 WORK SESSION
PAGE 6**

Jason Iacoangeli, Planning Director stated we pay this to the Washtenaw County Planning Office to provide beneficial services that go along with the Reimagine Washtenaw Plan. He said has been money well spent in the amount of help they have given to Ypsilanti Township in the way of transportation, block crossing development and design and the sidewalk infill down Washtenaw Avenue.

**7. REQUEST TO APPROVE AGREEMENT WITH MISSION CONTROL GG LLC.
FOR E-SPORTS OPPORTUNITIES WITH FEES BUDGETED IN LINE ITEM
#230-751-000-740-100**

John Hines, Recreation Coordinator, stated that Mission Control GG LLC is a company that specializes in e-sports gaming. He said it's a platform similar to the civic rec which is what is used for our program registration at the Recreation Center. He said this agreement includes Ypsilanti Township, Pittsfield Township and the City of Saline recreation centers. He said the three of them creating this partnership offer e-sports to the Washtenaw area and greater southeast Michigan. He said it give individuals forming like a sport league to sign up, pay a fee, and allow them to play games competitively. He said it fills a void where in-person recreation has been lacking this year.

Trustee Newman asked if you have to be a member of a Recreation Center. Mr. Hines stated they are hosting these leagues through the three Recreation centers but anyone can join them.

The meeting was adjourned at approximately 6:52PM

Respectfully Submitted,

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

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. on a Zoom Virtual Board meeting. Supervisor Stumbo stated because this meeting is on Zoom we would not be able to do The Pledge of Allegiance or a moment of silent prayer.

Members Present: Supervisor Stumbo, Clerk 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

Joann McCollum, Township Resident stated updates from West Willow Neighborhood Watch meetings.

CONSENT AGENDA

A. MINUTES OF THE DECEMBER 15, 2020 WORK SESSION AND REGULAR MEETING

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR JANUARY 19, 2021 IN THE AMOUNT OF \$2,227,603.71**
- 2. CHOICE HEALTHCARE DEDUCTIBLE ACH EFT FOR DECEMBER 2020 IN THE AMOUNT OF \$39,412.57**
- 3. CHOICE HEALTHCARE ADMIN FEE FOR DECEMBER 2020 IN THE AMOUNT OF \$1,205.00**

C. TREASURER'S REPORT DECEMBER 2020

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

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING
PAGE 2**

Attorney Winters stated he had sent emails over the past few weeks keeping the board updated on the wide variety of issues going on in the Township. He said he had a conference call with representatives of the Michigan Land Bank, Washtenaw County Brownfield, and EGLE (formerly DEQ) regarding the redevelopment of 923 Ecorse (Forbes Cleaner). He said the State would like for the Township to be involved with the redevelopment plans for this property. He said he shared the Townships' Master Plan with them. Attorney Winters stated that this may be the redevelopment that will jump start the master plans that we have to redevelopment Ecorse Road and he said he would like the full-time officials to be included in the next conference call at the end of January. He said we all would like to see Ecorse Road corridor and E. Michigan corridor redevelopment that would enhance those areas.

Attorney Winters stated that Gault Village currently has two businesses left in that shopping center. He said the township is trying to hold the property owner responsible for not abiding by court orders to have fire suppression installed. He said those two businesses are at risk because of the neglect.

Attorney Winters stated the Township continues to aggressively takes a zero tolerance on property owners who allow their property to be utilized for the manufacturing and delivery of drugs.

Attorney Winters stated that TR Stumbo passed away earlier this month. He said he was a visionary for the Township.

Supervisor Stumbo stated that everyday TR would ask her what she did for township residents that day. She said he was always interested in what was being done for residents.

NEW BUSINESS

1. RESOLUTION 2021-03, RESOLUTION APPROVING REFUNDING CONTRACT BETWEEN THE YPSILANTI COMMUNITY UTILITY AUTHORITY AND YPSILANTI TOWNSHIP

A motion was made by Clerk Jarrell Roe, supported by Trustee Wilson, Jr. to Approve Resolution 2021-03, Resolution Approving Refunding Contract Between the Ypsilanti Community Utility Authority and Ypsilanti Township (see attached).

Trustee Wilson asked what the total cost would be for refunding the bonds.

Mr. Colis, Miller Canfield, stated it was approximately \$90,000.00 and would be built into the bonds that we issue. He said there would not be any out of pocket cost to the Township.

The motion carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING
PAGE 3**

2. RESOLUTION 2021-01, POVERTY EXEMPTION GUIDELINES

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve Resolution 2021-01, Poverty Exemption Guidelines (see attached).

The motion was carried unanimously.

3. REQUEST TO APPROVE 2021 BOARD OF REVIEW MEETING DATES

A motion was made by Clerk Jarrell Roe, supported by Trustee Wilson, Jr. to Approve the 2021 Board of Review Meeting Dates.

The motion was carried unanimously.

4. RESOLUTION 2021-02, OWNERS DAM SAFETY PROGRAM (ODSP)

A motion was made by Clerk Jarrell Roe, supported by Trustee Peterson to Approve Resolution 2021-02, Owners Dam Safety Program (ODSP) (see attached).

The motion was carried unanimously.

5. REQUEST TO APPROVE AGREEMENTS WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR THE INSTALLATION OF TRAFFIC CALMING DEVICES ON ROSEDALE RD. IN THE AMOUNT OF \$24,862.00 AND ON ONANDAGA AVE. IN THE AMOUNT OF \$9,912.00 BOTH BUDGETED IN LINE ITEM #101-446-000-818-022

A motion was made by Treasurer Eldridge, supported by Clerk Jarrell Roe to Approve Request to Approve Agreements with the Washtenaw County Road Commission for the Installation of Traffic Calming Devices on Rosedale Rd. in the Amount of \$24,862.00 and on Onandaga Ave. in the Amount of \$9,912.00 Both Budgeted in Line Item #101-446-000-818-022 (see attached).

Michael Radzik, OCS Director stated these were initiated by residents. He said Onandaga currently has calming devices and this will add an additional one.

The motion was carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING
PAGE 4**

- 6. REQUEST TO APPROVE AGREEMENT WITH WASHTENAW COUNTY FOR SERVICES IN RELATION TO REIMAGINE WASHTENAW FOR 2021 IN THE AMOUNT OF \$3,000.00 BUDGETED IN LINE ITEM #101-956-000-801-000**

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve Request to Approve Agreement with Washtenaw County for Services in Relation to Reimagine Washtenaw for 2021 in the Amount of \$3,000.00 Budgeted in Line Item #101-956-000-801-000 (see attached).

The motion was carried unanimously.

- 7. REQUEST TO APPROVE AGREEMENT WITH MISSION CONTROL GG LLC FOR E-SPORTS OPPORTUNITIES WITH FEES BUDGETED IN LINE ITEM #230-751-000-740-100**

A motion was made by Clerk Jarrell Roe, supported by Trustee Peterson to Approve Agreement with Mission Control GG LLC for E-Sports Opportunities with Fees Budgeted in Line Item #230-751-000-740-100 (see attached).

The motion was carried unanimously.

- 8. REQUEST TO APPROVE AGREEMENT WITH CARLISLE WORTMAN TO ASSIST WITH DEVELOPMENT OF AN YPSILANTI TOWNSHIP DOG PARK**

A motion was made by Trustee Swanson, supported by Treasurer Eldridge to Approve Request to Approve Agreement with Carlisle Wortman to Assist with Development of an Ypsilanti Township Dog Park (see attached).

Michael Hoffmeister, Residential Services Director, explained this is an agreement with Carlisle Wortman to begin work evaluating all of the site options for developing a dog park in Ypsilanti Michigan. Mr. Hoffmeister said they will be hosting public meetings which is very important when developing a new park site. He said they will then return to the board when this project is ready to go out for bid for the project for approval.

The motion was carried unanimously.

- 9. REQUEST TO APPROVE A LETTER OF AGREEMENT WITH SPICER GROUP FOR DEVELOPMENT OF A CONCEPT PLAN AND GRANT APPLICATION FOR CLUBVIEW PARK IN THE AMOUNT OF \$12,000.00 BUDGETED IN LINE ITEM #212-212-000-801-000**

A motion was made by Trustee Wilson, supported by Trustee Peterson to Approve a Letter of Agreement with Spicer Group for Development of a Concept Plan and Grant Application for Clubview Park in the Amount of \$12,000.00 Budgeted in Line Item #212-212-000-801-000 (see attached).

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING
PAGE 5**

Michael Hoffmeister, Residential Services Director stated this is an agreement with Spicer Group. He said in 2020 we contracted them to help with applying for an MD&R grant of which we were awarded for Community Center Park. He said we did not receive the initial grant for Clubview Park for the tennis courts renovations. He said in 2020 we applied for a recreation passport grant, after meeting with MD&R after the initial denial we got from them this year we believe we have a better chance at receiving the grant if we reapply for the land and water conservation fund grant. He said we will try one more time. He said the tennis courts are in need of repair to provide a safe space.

Supervisor Stumbo stated this would be for both tennis courts and pickle ball courts.

The motion was carried unanimously.

10. REQUEST TO APPROVE AMENDMENT TO THE SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE FOR THE SCHOONER COVE BUS STOP PROJECT

A motion was made by Clerk Jarrell Roe, supported by Trustee Swanson to Approve Amendment to the Subaward of Federal Financial Assistance for the Schooner Cove Bus Stop Project (see attached).

Michael Hoffmeister, Residential Services Director stated this request also involves item number 11 on the Agenda. He said during construction it was discovered that a lot of the sub-base and HMA that was previously installed was poorly done or there was no sub-base at all.

Mr. Hoffmeister stated that the next item is the change order that explains the difference as to why there is approximately \$24,977.53 of the contract. He said we have some money left over from the 2019 CDBG funding that allow us to transfer \$23,000.00 into the Schooner Cove project which only \$1,500.00 of Township money needs to be spent because of this change.

Mr. Hoffmeister stated the bus shelter will be installed April 21, 2021 by AAATA and the plan is to re-instate that route in the fall.

The motion was carried unanimously.

11. REQUEST TO APPROVE CHANGE ORDER WITH OHM FOR THE SCHOONER COVE BUS STOP PROJECT IN THE AMOUNT OF \$24,977.53 BUDGETED IN LINE ITEM #101-970-000-974-100

A motion was made by Trustee Wilson, supported by Trustee Peterson to Approve Change Order with OHM for the Schooner Cove Bus Stop Project in the Amount of \$24,977.53 Budgeted in Line Item #101-970-000-974-100 (see attached).

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING
PAGE 6**

The motion was carried unanimously.

**12. REQUEST TO APPOINT JOHN NEWMAN TO WASHTENAW AREA
TRANSPORTATION STUDY COMMITTEE**

A motion was made by Treasurer Eldridge, supported by Trustee Swanson to Approve Request to Appoint John Newman to Washtenaw Area Transportation Study Committee.

The motion was carried unanimously.

**13. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF A SPECIAL
ASSESSMENT DISTRICT FOR VILLAGE GROVE STREETLIGHT ON
FEBRUARY 16, 2021 AT APPROXIMATELY 7:00PM**

A motion was made by Clerk Jarrell Roe, supported by Trustee Peterson to Approve Request to Set a Public Hearing for the Creation of a Special Assessment District for Village Grove Streetlight on February 16, 2021 at Approximately 7:00PM.

The motion was carried unanimously.

**14. REQUEST TO SET A PUBLIC HEARING FOR THE CREATION OF A SPECIAL
ASSESSMENT DISTRICT FOR VILLAGE GROVE CAMERA ON FEBRUARY
16, 2021 AT APPROXIMATELY 7:05PM**

A motion was made by Treasurer Eldridge, supported by Trustee Wilson to Approve Request to Set a Public Hearing for the Creation of a Special Assessment District for Village Grove Camera on February 16, 2021 at Approximately 7:05PM

Attorney Winters stated that Village Grove was a defendant in a lawsuit that was filed by the Township of Ypsilanti regarding a number of incidents that happened. He said culminating in an incident of a drug deal resulting in a number of assault weapons being used in a drug robbery where people were shot. He said bullets went through into neighboring apartments. He said after going to court with the owner of the apartment complex part of the resolution was to have a security camera and streetlight installed.

The motion was carried unanimously.

15. BUDGET AMENDMENT #1

A motion was made by Clerk Jarrell Roe, supported by Treasurer Eldridge to Approve Budget Amendment #1 (see attached).

The motion was carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING
PAGE 7**

AUTHORIZATIONS AND BIDS

- 1. REQUEST TO APPROVE THE PROPOSAL FOR PROFESSIONAL SERVICES FROM CNC CONSULTING FOR CREATION OF A WEBSITE REDESIGN PROPOSAL IN THE AMOUNT OF \$135.00 PER HOUR BUDGETED IN LINE ITEM #101-266-000-801-000**

A motion was made by Treasurer Eldridge, supported by Clerk Jarrell Roe to Approve the Proposal for Professional Services from CNC Consulting for Creation of a Website Redesign Proposals in the Amount of \$135.00 per hour Budgeted in Line Item #101-266-000-801-000

Trustee Newman asked if there was a maximum that could be charged for the website redesign.

Clerk Jarrell Roe stated she had talked with Travis McDugald about time line and cost. She said he didn't put an exact date or cost because it was an estimate. She said she looked at the line item and there is more than enough funds to get this completed.

Supervisor Stumbo stated she would like to put a cap on the cost for this project and thought \$5,000.00 would a good start. She said we can always add if needed.

Deputy Clerk Stanfield stated that Mr. McDugald made up this scenario for his proposal by asking different consulting firms how they would handle a certain problem if it arose and how they would fix it. She said he did this only to find out what consulting firms would charge for the same issues so he could make a decision on which consulting firm we should use to help us find the redesign company we will use. Deputy Stanfield stated once its' decided to use this consultant they will help us find the web designer.

Trustee Peterson stated she would like a cap put on the proposal.

Trustee Wilson stated in the contract it say it would take 20.5 hours.

Attorney Winters stated that it would be wise to put a figure for not to exceed a certain amount because they can always come back to the board.

A motion to Table was made by Treasurer Eldridge, supported by Trustee Wilson until February 2, 2021

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

The motion was carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING
PAGE 8**

2. REQUEST TO AWARD THE LOW BID FOR THE RENOVATION OF THE CIVIC CENTER 2ND FLOOR BATHROOMS TO THE PETERSEN COMPANIES IN THE AMOUNT OF \$69,950.00 BUDGETED IN LINE ITEM #101-970-000-975-106

A motion was made by Trustee Wilson, Jr., supported by Clerk Jarrell Roe to Approve the Request to Award the Low Bid for the Renovation of the Civic Center 2nd Floor Bathrooms to the Petersen Companies in the Amount of \$69,950.00 Budgeted in Line Item #101-970-000-975-106.

Michael Hoffmeister, Residential Services Director stated there were three bids for this project and Peterson Companies came in with the low bid. He said he spoke with the Building Department confirming they have never worked with this company before. He said he sent all the information to the Attorney and stated that this is presented tonight per Attorney review.

Attorney Winters stated he is redoing the contract with some changes including some insurance issues and will give this back to Mr. Hoffmeister.

A motion was made by Trustee Wilson, supported by Clerk Jarrell Roe to make a friendly amendment contingent upon Attorney review.

The motion was carried unanimously.

OTHER BUSINESS

1. REQUEST TO APPROVE THE APPOINTMENT OF FRED WILLIAMS III TO THE CIVIL SERVICE COMMISSION TERM EXPIRES 11/20/2024

A motion was made by Treasurer Eldridge, supported by Clerk Heather Roe to Approve the Appointment of Fred Williams III to the Civil Service Commission Term Expires 11/20/2024.

Treasurer Eldridge expressed his support for choosing Mr. Williams. He said he is an honorable man and the best choice for this commission.

Supervisor Stumbo stated that she is happy with this appointment but saddened by the passing of Mr. Sindlinger and thanked him for his service.

The motion was carried unanimously.

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JANUARY 19, 2021 REGULAR BOARD MEETING
PAGE 9**

BOARD MEMBER UPDATES

Treasurer Eldridge stated that he feels privileged to be in the position he is in and has large shoes to fill. He said when he got appointed to this Board in 2004, TR Stumbo was one of the first people to come forward to help me. He said he is indebted to him for all he did for him through the years.

Trustee Swanson stated she wanted to thank the staff at the Township and appreciated the information and tech support that she has received. She said there has not been one person that she interfaced with that hasn't been completely helpful in making sure she can serve in her role as Trustee. She said she appreciates the background information that Attorney Winters has provided to her.

Trustee Newman stated he also appreciates all the help he has received.

Supervisor Stumbo stated that the New West Willow Neighborhood Association has applied for a grant with Habitat for Humanity and Family Life Center and the Proposal for Michigan Health Endowment Fund Community Health Impact Initiative. She said the grant is proposing to create a relationship resource programs. She said part of this grant through a relationship resource program will provide companions for older adults living in West Willow and Sugarbrook helping them with difference programs they may need.

Supervisor Stumbo appreciated this board, former board members, and employees who reached out to her during this sad time.

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

Motion carried unanimously.

The meeting was adjourned at approximately 8:16PM

Respectfully Submitted,

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

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

RESOLUTION 2021-03

APPROVING REFUNDING CONTRACT

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the “Governing Body”) of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the “Township”), held electronically on the 19th day of January, 2021, at 7:00 o’clock p.m., prevailing Eastern Time.

PRESENT: Members: Stumbo, Eldridge, Jarrell Roe, Newman, Peterson, Swanson,
Wilson

ABSENT: Members: None

The following preamble and resolutions were offered by Member Jarrell Roe and supported by Member Wilson:

WHEREAS, it is deemed necessary to refund certain maturities of the Ypsilanti Community Utilities Authority’s 2011 Refunding Bonds (Charter Township of Ypsilanti) (the “Prior Bonds”) so as to produce interest savings to the Township; and

WHEREAS, a Refunding Contract has been prepared between the Township and the Ypsilanti Community Utilities Authority (“YCUA”) to provide for the refunding of certain maturities of the Prior Bonds; and

WHEREAS, pursuant to the Refunding Contract, YCUA plans to issue refunding bonds designated "2021 Refunding Bonds (Charter Township of Ypsilanti) (Limited Tax General Obligation)" (the "Refunding Bonds"); and

WHEREAS, this Governing Body has carefully reviewed the proposed Refunding Contract and finds that it provides the best means for accomplishing the necessary savings to the Township.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Refunding Contract, described in the preamble to this resolution, is approved, and the Supervisor and the Township Clerk of the Township are directed to execute and deliver the Contract on behalf of the Township.

2. The Supervisor, the Township Clerk and the Township Treasurer each is hereby authorized to execute on behalf of the Township any closing document or certificate as may be required by YCUA or the purchaser of the Refunding Bonds. The Township hereby covenants to

take all action within its control to the extent permitted by law necessary to maintain the exclusion of the interest on the Refunding Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “Code”), including but not limited to, actions relating to the rebate of arbitrage earnings and expenditure and investment of proceeds of the Refunding Bonds and moneys deemed to be proceeds of the Refunding Bonds.

3. The Supervisor, the Township Clerk and the Township Treasurer is each individually hereby authorized and directed to approve the circulation of a preliminary official statement and a final official statement describing the Refunding Bonds and to execute a final official statement on behalf of the Township.

4. The Township shall enter into an undertaking for the benefit of the holders and beneficial owners of the Refunding Bonds (the “Undertaking”) and shall comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission regarding continuing disclosure. The Supervisor, the Township Clerk and the Township Treasurer each is authorized to execute and deliver the Undertaking on behalf of the Township.

5. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are repealed.

AYES: Members Stumbo, Eldridge, Jarrell Roe, Newman, Peterson, Swanson, and Wilson

NAYS: Members None

RESOLUTION DECLARED ADOPTED.



Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on January 19, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Heather Jarrell Roe, Township Clerk

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2021-01

POVERTY EXEMPTION GUIDELINES & APPLICATION

WHEREAS, the homestead of persons who, in the judgment of the Board of Review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in whole or part from taxation under Section 7u of the Michigan Property Tax Act, Public Act 206 of 1893; and

WHEREAS, pursuant to Section 211.7u, Ypsilanti Charter Township, Washtenaw County adopts the following guidelines and application for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner and occupy as a homestead (primary residence) the property for which an exemption is requested, as of Tax Day, December 31 of the proceeding year.
- 2) File a claim with the Board of Review, accompanied by federal and state income tax returns for all persons residing in the homestead, including property tax credit returns, filed in the current or immediately preceding year.
- 3) Meet the income threshold guidelines (maximum income) adopted by the Township Board. The income threshold as adopted is that all household income cannot exceed 30% of the median income for Ann Arbor (Washtenaw County) as published by the United States Department of Housing and Urban Development (HUD) as of December 31 of the preceding year. These income thresholds will be used as long as they are higher than the Federal Poverty Guidelines as determined annually by the United States Office of Management and Budget.
- 4) Meet the maximum asset eligibility test as follows: Assets other than the taxpayer's primary residence, standard mode of transportation and usual household goods valued at more than \$25,000 will be considered and added to the household income to determine eligibility.
- 5) Due to the P.A. 253 of 2020 changes to MCL211.7u, the guidelines will now provide for a partial exemption equal to 25% or 50% reduction in taxable value.

NOW THEREFORE, BE IT RESOLVED, that the Board of Review shall follow the above stated policy, guidelines and application in granting or denying exemptions.

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. 2021-01 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on January 19, 2021.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

Charter Township of Ypsilanti

RESOLUTION NO. 2021-02

OWNERS DAM SAFETY PROGRAM (ODSP)

WHEREAS, the Charter Township of Ypsilanti, in Washtenaw County Michigan, currently holding a license with the Federal Energy Regulatory Commission (FERC) to operate the Ford Lake Hydroelectric Project (Project) #5334, and

WHEREAS, the FERC requires the Charter Township of Ypsilanti to develop, implement, fund and continue to support the ODSP, per the FERC guideline, for the Project until such time that the Charter Township of Ypsilanti releases ownership or the Project is no longer under the jurisdiction of the FERC, and

WHEREAS, the ODSP document clearly defines the responsibility for the Charter Township of Ypsilanti and its employees, and consultants, and

WHEREAS, the purpose of this Resolution is not new to the Charter Township of Ypsilanti, but rather a re-dedication to dam safety and the responsibilities that come with owning the Project, and

WHEREAS, by the action of this document, the Charter Township of Ypsilanti is showing the commitment to the FERC to operate a safe Project, prioritizing safety over any other goals, and

NOW THEREFORE, be it resolved that the Charter Township of Ypsilanti Board of Trustees acknowledges the Owners Dam Safety Program to maintain compliance with the FERC and define the role of Charter Township of Ypsilanti related to the Project.

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. 2021-02 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on January 19, 2021.



Heather Jarrell Roe, Clerk
Charter Township of Ypsilanti

**AGREEMENT BETWEEN
CHARTER TOWNSHIP OF YPSILANTI AND
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this 21 day of January, 2021 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install three (3) speed humps on Rosedale Road between Washtenaw Avenue and Packard Road (the "Project"); and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended; and

WHEREAS, the Road Commission will prepare bid documents for the Project, including plan preparation and project bidding; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$24,862.00.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

AGREEMENT SUMMARY

Estimated Cost

Installation of three speed humps on Rosedale Road **\$24,862.00.**

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor Jan. 21, 2021

Heather Jarrell Roe
Heather Jarrell Roe, Clerk Jan. 21, 2021

John A. H. Witness

Frank Stanfield Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair _____ Witness

Sheryl Soderholm Siddall, Managing Director _____ Witness


PRELIMINARY ENGINEER'S ESTIMATE

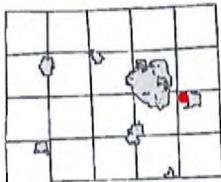
Project: Speed Hump Installation
 Location: Rosedale Rd, Ypsilanti Twp
 Date: 09/08/2020



ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	SPEED HUMP INSTALLATION	3	EA	\$4,950.00	\$14,850.00	<i>Contractor Install</i>
	PVMT MKGS INSTALLATION	3	EA	\$850.00	\$2,550.00	<i>Contractor Install</i>
	TRAFFIC SIGNS	8	EA	\$310.00	\$2,480.00	<i>WCRC Install</i>
				SUBTOTAL	\$19,880.00	
				CE/INCID 15%	\$2,982.00	<i>Eng./Inspect. Costs</i>
				CONST EST	\$22,862.00	
	TRAFFIC CONTROL		LS		\$2,000.00	<i>Contractor Cost</i>
				PROJECT TOTAL:	\$24,862.00	



 **Proposed locations for speed humps on Rosedale Rd**



1: 2,400

8/24/2020



NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

**AGREEMENT BETWEEN
CHARTER TOWNSHIP OF YPSILANTI AND
THE WASHTENAW COUNTY ROAD COMMISSION**

THIS AGREEMENT, made and entered into this 21 day of January, 2021 between the Board of the Charter Township of Ypsilanti (the "Township") and the Board of Washtenaw County Road Commissioners (the "Road Commission").

WHEREAS, the Charter Township of Ypsilanti desires to install one (1) additional speed hump on Onandaga Avenue east of Eugene Avenue (the "Project"); and

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended; and

WHEREAS, the Road Commission will prepare bid documents for the Project, including plan preparation and project bidding; and

WHEREAS, the Township shall promptly reimburse the Road Commission upon receipt of any invoices for all costs and expenses attributed to the Project;

THEREFORE, BE IT AGREED that the Township will pay the Road Commission for all actual costs incurred associated with the construction of the Project estimated to be \$9,912.00.

IT IS FURTHER UNDERSTOOD that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverage for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverage to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

AGREEMENT SUMMARY

Estimated Cost

Installation of one speed hump on Onandaga Avenue **\$9,912.00**

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor *Jan. 21, 2021*

Heather Jarrell Roe
Heather Jarrell Roe, Clerk *Jan. 21, 2021*

John H. [Signature] Witness

David Starfield Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Barbara R. Fuller, Chair

Sheryl Soderholm Siddall, Managing Director

Witness

Witness

PRELIMINARY ENGINEER'S ESTIMATE

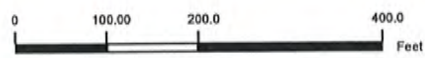
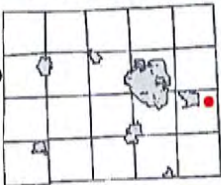
Project: Speed Hump Installation
 Location: Onandaga Ave, Ypsilanti Twp
 Date: 01/05/2020



ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTES
	SPEED HUMP INSTALLATION	1	EA	\$5,100.00	\$5,100.00	<i>Contractor Install</i>
	PVMT MKGS INSTALLATION	1	EA	\$850.00	\$850.00	<i>Contractor Install</i>
	TRAFFIC SIGNS	3	EA	\$310.00	\$930.00	<i>WCRC Install</i>
				SUBTOTAL	\$6,880.00	
				CE/INCID 15%	\$1,032.00	<i>Eng./Inspect. Costs</i>
				CONST EST	\$7,912.00	
	TRAFFIC CONTROL		LS		\$2,000.00	<i>Contractor Cost</i>
				PROJECT TOTAL:	\$9,912.00	



- Existing speed hump
- Proposed speed hump



1: 2,400

12/30/2020



NOTE: Parcels may not be to scale.
 The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

CONTRACT
Charter Township of Ypsilanti

AGREEMENT is made this 1st day of January, 2021, by the Charter Township of Ypsilanti located at 7200 Huron River Drive, Ypsilanti, MI 48197 and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County").

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

ARTICLE I - SCOPE OF SERVICES

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

ARTICLE II - COMPENSATION

During the period the above services are provided, the Charter Township of Ypsilanti will pay the COUNTY within 30 days of receipt of an invoice in calendar year 2021 in the amount not to exceed three thousand dollars (\$3,000).

ARTICLE III - TERM

This contract begins on the date of this agreement and ends on December 31, 2021.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE V - EQUAL ACCESS

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

ARTICLE VI - ASSIGNS AND SUCCESSORS

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

ARTICLE VII - TERMINATION OF CONTRACT

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

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE IX - CHOICE OF LAW AND FORUM

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

ARTICLE X - EXTENT OF CONTRACT

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

ARTICLE XI - ELECTRONIC SIGNATURES

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

ATTESTED TO:

WASHTENAW COUNTY

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

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

Charter Township of Ypsilanti

By: _____
Teresa Gillotti (DATE)
OCED Director

By: Brenda Stumbo
Brenda Stumbo (DATE) Jan. 21, 2021
Charter Township of Ypsilanti Supervisor

APPROVED AS TO FORM BY

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

Heather Jarrell Roe
Heather Jarrell Roe
Clerk Jan. 21, 2021

Mission Control GG

Organization Agreement

This Channel Partner Agreement, dated as of 1-21-2021 (the "Agreement"), is entered into by and between Mission Control GG, Inc., a Delaware corporation ("Mission Control"), and Charter Top of Ypsilanti ("Channel Partner", and together with Mission Control, the "Parties", and each, a "Party").

1. **Purpose.** Mission Control is in the business of designing and operating a software-as-a-service platform which facilitates the formation of recreational esports leagues (the "Services"). Individuals within Channel Partner's network wish to have access to the Services and Channel Partner wishes to arrange for such access for the Authorized Users (the "Purpose"). In order to fulfil the Purpose, the Parties enter into this Agreement.

2. **Payment for Access to the Services.** Channel Partner shall pay Mission Control the following:

2.1 **Setup Fee.** Channel Partner shall pay Mission Control a setup fee for the on-boarding as Channel Partner joins the platform:

- Basic Setup Fee (Automated Setup Process): \$500.00
- Advanced Setup Fee (Exclusive 1on1 Setup Process): \$1,500.00

2.2 **Annual Fee.** Beginning _____, unless Channel Partner terminates this agreement by written notice to Mission Control, Channel Partner will automatically be charged a recurring annual fee for access to the Services, based upon the number of Active Authorized Users accessing the Services. "Active Authorized Users" are defined as users who have been registered in Channel Partner's organization on the Mission Control platform within the previous 30 days or has been active in a league associated with Channel Partner's organization on the Mission Control platform within the previous 90 days. Channel Partners will not be upgraded to a new tier (as set forth below) without its explicit consent. Partner can cancel their plan at any moment within the platform and pay for the amount of time used on the platform already. Select the tier you expect to be in (subject to change, based on size, pending approval):

- 0 – 40 Active Authorized Users: \$600.00 ("Tier 1")
- 41-150 Active Authorized Users: \$1,200.00 ("Tier 2")
- 151-500 Active Authorized Users: \$3,000.00 ("Tier 3")
- 500+ Mutually Agreed Upon Pricing

3. **Revenue Share.**

- Channel Partner intends to charge League Registration Fees
- Channel Partner does not intend to charge League Registration Fees

3.1 **League Registration Fee Revenue Share.** If the applicable box is checked immediately above, as directed by the Channel Partner at time of League Creation, Mission Control will charge Authorized Users a fee for participating in the Services (a "League Registration Fee"). Mission Control will pay to the Channel Partner 90% of League Registration Fee gross revenues

generated by the Channel Partner's Authorized Users (the "Revenue Share Amount"). If the applicable box is not checked immediately above, the provisions of this Section 3 shall not apply to the relationship between the Parties.

3.2 **Reporting.** Monthly, no later than the 30th day of the month following the month in which a League Registration Fee is paid, Mission Control shall send to Channel Partner a report indicating the amount of League Registration Fees paid by Channel Partner's Authorized Users and the Revenue Share Amount for the preceding month.

3.3 **Payment of Revenue Share.** Monthly, no later than the 30th day of the month following the month in which a League Registration Fee is paid, Mission Control shall pay the Revenue Share Amount to Channel Partner via ACH using the following instructions:

Bank Name: _____
Routing Number: _____
Account Number: _____

4. **Licensing of Marks.** Each of the Parties grants to the other the limited, non-transferable, revocable permission to use the other Party's trademarks, service marks or other identifying marks of the other Party (the "Marks") in order to achieve the Purpose. No other use of the Marks is permitted without the express written consent of the other Party. Neither Party shall depict the Marks in any manner or in any materials that would tend to denigrate, disparage, tarnish, present in a false light, or otherwise reflect negatively on the Marks, the other Party or any of its affiliates, or any of the other Party's respective products or services. The Parties may revoke the permission set forth in this Section 4 at any time by written notice. Each Party may publicly disclose the fact that an agreement between Mission Control and Channel Partner exists, however the terms of this Agreement shall be kept confidential by both Parties.

5. **Terms of Use.** The relationship between Mission Control and Channel Partner, and the use of the Services by Authorized Users shall at all times be subject to Mission Control's Terms of Use, as set forth at <https://app.termly.io/document/terms-of-use-for-website/15087e11-678e-49c8-9fb9-feff372268de>, as may be amended from time to time.

6. **Data and Privacy.** The relationship between Mission Control and Channel Partner, and the use of the Services by Authorized Users shall at all times be subject to Mission Control's Terms of Use, as set forth at <https://app.termly.io/document/privacy-policy/61d2c399-55ab-4ba8-b7bf-9c704dd6330c#infocollect>, as may be amended from time to time.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Mission Control GG, Inc.

By: _____

Name: _____

Title: _____

Address: 401 S. Pine St.

St. Louis, MO 63102

Channel Partner: Charter Township of Ypsilanti

By: Brenda L. Stumbo / Heather Jarrell Roe

Name: Brenda L. Stumbo / Heather Jarrell Roe

Title: Supervisor / Clerk

Email: bstumbo@ytown.org / hjarrellroe@ytown.org

Partner Address: _____

7200 S. Huron River Dr.
Ypsilanti, MI 48197

W o r k P l a n

1. Evaluation of Potential Project Sites

While we understand that a preferred site has been identified, it will be critical to have full community support for the site prior to development of the park. We recommend offering no more than three (3) alternative locations for community consideration. Per our earlier discussions, locations would be limited to community parks with adequate access and parking.

- A. Meet with the Steering Committee to discuss the evaluation process.
- B. Discuss maintenance plans, noise issues, environmental sensitivity, and other potential concerns that may affect the site selection.
- C. Identify two (2) alternative sites in addition to the current preferred location.

2. Formulation of Concept Plans

- A. Develop base maps and high-level concept plans which effectively illustrate the development potential for each site.
- B. Post plans, survey link, and links to virtual meetings on the Ypsilanti Township Parks and Recreation Website for public input. Use Township's social media accounts to advertise the planning activities.
- C. OPTIONAL: CWA will develop and maintain a project website which will include all drawings, surveys, and links to meetings. The Township's social media accounts will still be used to advertise the planning activities.
- D. Prepare concept boards to be posted at Township Hall, the Community Center, and Ypsilanti District Library.

3. Community Outreach

As mentioned earlier in this proposal, we anticipate that the current pandemic will necessitate remote/virtual community outreach. Should circumstances change in the coming months, we can adjust the outreach plan as needed to include in-person meetings. CWA staff do the following:

- A. Prepare and advertise an online survey to be hosted on SoGoSurvey. CWA staff would also prepare an analysis of results for the Steering Committee to help inform the decision-making process.
- B. Host a series of virtual meetings to present the plans to the public and receive community feedback. We recommend a minimum of two (2) meetings for this initial outreach.
- C. Summarize results of survey and meeting and present to Steering Committee for final input.
- D. Communicate final site selection.

4. Development of Final Concept Plan

- A. Develop detailed plan and renderings of based on input received from Township residents and the Steering Committee.
- B. Post detailed plan on project website for community feedback.
- C. Prepare and monitor follow-up survey for community feedback.
- D. Hold minimum of one (1) virtual community meeting for community feedback.
- E. Present results of community feedback and detailed plan to the Parks and Recreation Commission and Township Board of Trustees.

T i m e l i n e

The following timeline is designed to allow for construction by late fall 2021. Construction will depend on the availability and schedule capability of the selected firms, however, which may push construction to spring 2022. The schedule can be adjusted as needed to better meet the needs of Ypsilanti Township.

January 2021	Meetings	<ul style="list-style-type: none"> • Contract approved by Township Board
	1A	<ul style="list-style-type: none"> • Meeting with Steering Committee to discuss preliminary work and select two alternative sites
February - March 2021		<ul style="list-style-type: none"> • Develop preliminary concept plans, project website, and online survey.
	3B (2)	<ul style="list-style-type: none"> • Host a minimum of two virtual community meetings to receive input on preliminary plans.
	3C	<ul style="list-style-type: none"> • Meet with Steering Committee to discuss survey and meeting results and select final location.
April 2021		<ul style="list-style-type: none"> • Prepare detailed concept drawing and renderings for final project site. • Update webpage and create follow-up survey for feedback.
May 2021	4D	<ul style="list-style-type: none"> • Host a minimum of one virtual community meeting to receive input on detailed plan.
	4E (2)	<ul style="list-style-type: none"> • Present results of community feedback and detailed plan to Board of Trustees and Parks and Recreation Commission • Revise plan as needed based on input from community, Board of Trustees, and Parks and Recreation Commission
June 2021	4G	<ul style="list-style-type: none"> • Present final plan to Board of Trustees and hold Public Hearing. <p>Action Requested: Adoption of the final plan after the public hearing conditional upon any potential changes resulting from the public hearing.</p>
July 2021		<ul style="list-style-type: none"> • Develop bid package and distribute RFP • Assist Township with bid tabulation and selection of firm.

Brenda Stumbo

Signature

Date

Brenda Stumbo

Township Supervisor

Ypsilanti Charter Township

Jan. 21, 2021

Ben Carlisle 1/26/21

Signature

Date

Benjamin Carlisle, AICP

Principal

Carlisle/Wortman Associates, Inc.

Heather Jarrell Roe

Signature

Date

Heather Jarrell Roe

Clerk

Ypsilanti Charter Township

Jan. 21, 2021



December 18, 2020

Mike Hoffmeister, CPRP
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

RE: Clubview Park Tennis and Pickleball Courts
Ypsilanti Charter Township, Michigan
Letter Agreement for Professional Services

Mr. Hoffmeister:

At your request, we are furnishing you with a letter agreement to develop a complete concept plan and a Land and Water Conservation Fund (LWCF) grant application through the Michigan Department of Natural Resources (MDNR) for improvements at Clubview Park. The grant proposal will need to be completed by the grant submittal due date of April 1, 2021.

BACKGROUND

Clubview Park currently includes two tennis courts on one playing surface with a chain-link fence enclosure. The asphalt playing surface is in poor condition such that it is unusable due to risk of injury. We assisted the Township in submitting a Recreation Passport (RP) grant through MDNR this year, but unfortunately that grant program is quite competitive and your application was not recommended for award. During a conference call with an MDNR Grant Coordinator, we learned that we were very close to having enough points to get the award and we may have success applying for the same grant in 2021. However, we are likely to score well in the LWCF grant program as well, which is much less competitive. While only about 30% of RP grants applications submitted in 2020 were awarded, the vast majority of LWCF grant applications were awarded. For that reason, we understand you would like to submit an application for the LWCF grant for Clubview Park Improvements in 2021.

SCOPE OF BASIC PROFESSIONAL SERVICES

Spicer Group's proposed services follow. They are phased to reflect the orderly and reasonable progress of the project and, unless otherwise directed by you, we will only proceed from one phase to the next with your concurrence and approval. This proposal will remain valid for 90 days.

SHPO Clearance

1. The LWCF guidelines require that applicants submit a project review request to the State Historic Preservation Office (SHPO). This includes the following:
 - Section 106 Application
 - USGS map of project site
 - Project location map of site
 - Area of Potential Effect (APE) map of site
 - Photos of site
 - Photo map of site
 - Electronic submittal to SHPO

December 18, 2020

Page 2 of 3

Concept Plan and Preliminary Estimate of Cost

1. The existing concept plan and project details will be carried over from the 2020 RP grant application
2. The Preliminary Estimate of Cost will be updated based on currently available average unit prices

Grant Application

1. The application will be completed in MiRecGrants.
2. Produce the project location map and the project boundary map.
3. Review and complete the environmental checklist with the Township.
4. Write the supporting grant text.
5. Include project photos.
6. Produce and submit the Transmittal Letter and Notice of Intent form to the regional planning house and Washtenaw County.
7. Compile and upload all the requirements for the grant application in the MiRecGrants system.

SERVICES NOT INCLUDED

The following items are necessary to successful completion of the project, but are expected to be provided or performed by the Township and are not included in our Scope of Work:

- Assist with and provide information for the grant application form as needed (i.e. property deeds, plat map information, property descriptions, etc.)
- Obtain commitment letters from any cash donors.
- Obtain attorney signature on documentation of site control form.
- Include the application as an agenda item, open to discussion at a regular public meeting prior to the Township's approval of a resolution supporting the grant and committing the funds.
- Produce an Affidavit of Publication documenting proper advance notice of public meetings/hearings held for comment on the project.
- Produce signed public meeting minutes.
- Certify a resolution from Ypsilanti Charter Township, regarding the application, committing the matching funds prior to March 26, 2021.
- Solicit and collect letters of support from the community.
- Review final submittal documents.
- Submit grant through the MiRecGrants system.

ADDITIONAL SERVICES

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

FEE SCHEDULE

Our proposed fee schedule follows. We will submit monthly invoices to you for our basic professional services, any additional authorized services, and any reimbursable expenses. Unless other payment arrangements are made, we will include any of our project subconsultants costs on our invoice including a 10% fee to cover taxes, administration, and insurance.

SHPO Clearance	\$3,500
Concept Plan and Preliminary Estimate of Cost.....	\$1,500
DNR Grant Application	\$7,000
Total fee not to exceed	\$12,000

We have calculated these fees based on our understanding of what you want us to do and what you have told us. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services.

If this proposal meets with your approval, please acknowledge this approval with authorized signatures below and return to us. We deeply appreciate your confidence in Spicer Group, and we look forward to working with you and for you on your project.

Sincerely,



Kevin J Wilks, P.E.
Project Manager
Cell: (616) 550-7837
mailto: kevinw@spicergroup.com



Phil Westmoreland, P.E.
Senior Project Manager
Cell: (517) 375-9449
mailto: philaw@spicergroup.com

SPICER GROUP, INC.
125 Helle Blvd, Suite 2
Dundee, MI 48131

Attachment: General Conditions

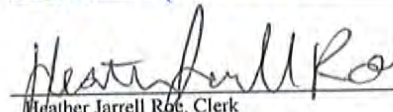
Cc: SGI File 127132PR2019

Above proposal accepted and approved by Owner.

YPSILANTI CHARTER TOWNSHIP

By: 
Brenda Stumbo, Supervisor

Date: Jan. 21, 2021

By: 
Heather Jarrell Roe, Clerk

Date: Jan. 21, 2021

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall be property of the OWNER. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Nothing herein shall in any way, shape or form be construed to waive Ypsilanti Township's defense of governmental immunity.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-off's by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

2.7 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.2 Construction Observation. The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.3 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety

precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.4 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.5 Client Requested Substitutions. Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

3.6 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.7 Certifications, Guarantees and Warranties. The PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in the PROFESSIONAL's having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. The OWNER also agrees not to make resolution of any dispute with the PROFESSIONAL or payment of any amount due to the PROFESSIONAL in any way contingent upon the PROFESSIONAL's signing any such certification.

3.8 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.9 Permits and Approvals. The PROFESSIONAL shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the PROFESSIONAL and included in the scope of Basic Services of this Agreement.

3.10 Statutes of Repose and Limitation. All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run no later than the date of Substantial Completion. If the act or failure to act complained of occurred after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the PROFESSIONAL's services are completed or terminated.

3.11 Construction Layout. If requested by the Owner, or other authorized party, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL, only at the Contractor's direction. The cost for resetting the stakes shall be borne by the Contractor and shall be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL from monies due the Contractor from the construction contract. The Owner acknowledges and agrees that these staking requirements and the procedures and payments for restaking described in this section shall be stipulated in the General Conditions of the construction contract.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.



OFFICE OF COMMUNITY &
ECONOMIC DEVELOPMENT

Collaborative solutions for a promising future

415 W. Michigan Avenue
Ypsilanti, MI 48197

734.544.6748 (P)
734.544.6749 (F)

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facebook.com/washtenawoced
www.opportunitywashtenaw.org

January 12, 2021

CR #52674-2

Supervisor Brenda Stumbo
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

Dear Supervisor Stumbo,

Washtenaw County wishes to amend the contract with Charter Township of Ypsilanti for the **Schooner Cove Bus Stop** project. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Agreement for Subaward of Federal Financial Assistance between Washtenaw County and Charter Township of Ypsilanti dated October 29, 2020 and CR# 52674 as follows:

Amend ARTICLE II – SCOPE OF SERVICES as follows:

The Subrecipient will agree to use Washtenaw Urban County **2019 and 2020 CDBG funds for the eligible costs of construction and construction engineering services** for a bus stop enhancement project at Schooner Cove Boulevard and S. Huron River Drive in the Charter Township of Ypsilanti. Project includes a bus bay (pull out) at the northeast corner of Schooner Cove Boulevard and S. Huron River Drive, improvements to existing storm water management system and adjacent asphalt pathway, and addition of a pedestrian crosswalk to access the bus stop from the south side of Huron River Drive. The contract will be paid for with 2019 and 2020 Urban County CDBG funding, **not to exceed Two Hundred Thirty Thousand and Six Hundred Dollars and Zero Cents (\$230,600.00)**, in accordance with the budget in Attachment B.

Amend ATTACHMENT B – PROJECT BUDGET as follows:

SUMMARY OF TERMS: The COUNTY agrees to pay to or on behalf of the TOWNSHIP an amount not to exceed **Two Hundred Thirty Thousand and Six Hundred Dollars and Zero Cents (\$230,600.00)**, in 2019 and 2020 CDBG Funds according to the budget on the following page:

PROJECT BUDGET:

Schooner Cove Bus Stop Improvements Project Construction Budget	
REVENUE SOURCE(S):	TOTAL
Grant Amounts CDBG (2019) – Allocation	\$70,137.00
Grant Amounts CDBG (2020) – Allocation	\$160,463.00
Other Support (In-Kind)	
Status of Funds	
Total Revenues	\$230,600.00
PROGRAM EXPENSES	TOTAL
Personnel, Taxes & Fringe Benefits	
Consultant & Contractual Fees	\$24,577.00
Other – construction	\$206,023.00
Total Expenditures	\$230,600.00

All other terms and conditions remain the same as in the original contract.

ATTEST:

WASHTENAW COUNTY (Pass-Through Entity)

Lawrence Kestenbaum DATE
County Clerk/Register

Gregory Dill DATE
County Administrator

APPROVED FOR CONTENT:

CHARTER TOWNSHIP OF YPSILANTI (Subrecipient)

Teresa Gillotti DATE
OCED Director

Brenda Stumbo DATE
Supervisor

Original: Clerk
 Contractor
 cc: Department
 Purchasing

Brenda Stumbo

Brenda Stumbo DATE
Supervisor Jan. 21, 2021

Heather Jarrell Roe

Heather Jarrell Roe DATE
clerk Jan. 21, 2021

CHANGE ORDER



Project: Ypsilanti Township - Schooner Cove Bus Stop

Job Number: 0098-18-0040

Owner: Ypsilanti Township
7200 S. Huron River Dr.
Ypsilanti, MI 48197
(734) 484-4700

Change Order Number: 1
Date: 12/14/2020
Print Date: 12/15/2020

Contractor: Charter Township of Ypsilanti
7200 S Huron River Drive
Ypsilanti, MI 48197
(734) 544-3651

Note:

TO THE CONTRACTOR:

You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated.

OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
(734) 522-6711

CURRENT PROJECT PLANS AND SPECIFICATIONS WILL BE ADHERED TO UNLESS SPECIFICALLY CHANGED BY THIS CHANGE ORDER DOCUMENT.

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM OF:	\$41,674.53
Original Contract Amount:	\$165,803.00
Contract Amount Including Previous Change Orders:	\$165,803.00
Amount of this Change Order:	<u>\$41,674.53</u>
REVISED CONTRACT AMOUNT:	\$207,477.53

Accepted By

Best Asphalt, Inc. _____

Date _____

Approved By

Drew L. Stumbo | *Justin Paul Rose*

Date Jan. 21, 2021

Recommended By

Brenda L. Stumbo | *Heather Jarrell Rose*
Supervisor | Clerk
Matt Parks, Principal

Date _____

CHANGE ORDER



Project: Ypsilanti Township - Schooner Cove Bus Stop

Owner: Ypsilanti Township
7200 S. Huron River Dr.
Ypsilanti, MI 48197
(734) 484-4700

Contractor: Charter Township of Ypsilanti
7200 S Huron River Drive
Ypsilanti, MI 48197
(734) 544-3651

Job Number: 0098-18-0040

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Note:

TO THE CONTRACTOR:

You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated.

OHM Advisors
34000 Plymouth Road
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Original Contract Amount:	\$165,803.00
Contract Amount Including Previous Change Orders:	\$165,803.00
Amount of this Change Order:	\$41,674.53
REVISED CONTRACT AMOUNT:	\$207,477.53

Accepted By

Best Asphalt, Inc.

Matthew Parks

Date 12/16/2020

Approved By

Date _____

Recommended By

Matt Parks, Principal

Matthew Parks, Principal

Digitally signed by Matthew Parks, Principal
DN: c=US, email=mattparks@ohm-advisors.com,
ou=OHM Advisors, cn=Matthew Parks, Principal
Date: 2021.01.29 15:32:54-0500

Date _____

Items

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT						
Division: A - 1 - Overall Project						
Additional Items to the Contract:						
41	Extra Concrete Curb Work Extra curb needed to be removed and replaced at entrance of apartment complex due to ADA.	0.00 Ls	1.00	1.00	\$875.00	\$875.00
42	Milling along Roadway Per OHM, extra curb needed to be removed and replaced at entrance of apartment complex due to ADA	0.00 Ls	1.00	1.00	\$1,404.00	\$1,404.00
43	Extra Topsoil for North Path Due to having to raise the north path 6', extra topsoil needed to match new path grade	0.00 Ls	1.00	1.00	\$525.00	\$525.00
44	Paving North Path Due to the soft grade on North path, had to use 2 skid loaders and 2 operators to feed the paver to pave the North path as well as extra crew time	0.00 Ls	1.00	1.00	\$1,140.00	\$1,140.00
SUB-TOTAL INCREASES DIVISION A - 1 - Overall Project:						\$3,944.00
Division: B - 2 - Project Removal/ SESC						
11	Erosion Control, Silt Fence	712.00 Ft	69.00	781.00	\$1.50	\$103.50
SUB-TOTAL INCREASES DIVISION B - 2 - Project Removal/ SESC:						\$103.50
Division: C - 3 - Project Construction						
19	Aggregate Base, 21AA Limestone, 10 inch	129.00 Ton	323.98	452.98	\$67.00	\$21,706.66
28	HMA, 4E1 Base, 2 inch	19.00 Ton	4.53	23.53	\$233.00	\$1,055.49
29	HMA, 5E1 Wear, 2 inch	19.00 Ton	13.69	32.69	\$236.00	\$3,230.84
30	HMA, LVSP, Pathway, 3 inch	34.00 Ton	104.60	138.60	\$176.00	\$18,409.60
31	HMA, 4E1 Level, 2 inch	19.00 Ton	2.95	21.95	\$236.00	\$696.20
32	Curb and Gutter, Conc, Det F4	150.00 Ft	19.00	169.00	\$44.00	\$836.00
35	Sidewalk, Conc, 4 inch	1060.00 Sft	536.73	1596.73	\$8.30	\$4,454.86
39	Riprap, Plain	16.00 Ton	8.62	24.62	\$40.00	\$344.80
40	Slope Restorallon	223.00 Syd	652.77	875.77	\$14.00	\$9,138.78
SUB-TOTAL INCREASES DIVISION C - 3 - Project Construction:						\$59,873.23
THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE SUBTRACTED FROM THE CONTRACT AMOUNT						
Division: C - 3 - Project Construction						
14	Structure Adj.	5.00 Ea	-4.00	1.00	\$400.00	(\$1,600.00)
17	Maintenance Aggregate	35.00 Ton	-35.00	0.00	\$60.00	(\$2,100.00)
20	Storm Structure, Reconstruction	3.00 Ft	-1.00	2.00	\$500.00	(\$500.00)
21	Trench Undercut and Backfill	150.00 Cyd	-150.00	0.00	\$90.00	(\$13,500.00)
27	Hand Patching	10.00 Ton	-7.00	3.00	\$350.00	(\$2,450.00)
33	Mountable Curb, Conc, 1 inch	140.00 Ft	-17.80	122.20	\$49.00	(\$872.20)
34	Sidewalk Ramp, Conc, 6 inch	1017.00 Sft	-102.00	915.00	\$12.00	(\$1,224.00)
SUB-TOTAL DECREASES DIVISION C - 3 - Project Construction:						(\$22,246.20)

**CHARTER TOWNSHIP OF YPSILANTI
2021 BUDGET AMENDMENT #1**

January 19, 2021

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$205,357.00

Request to increase the budget for PTO payout request of 80 hours to be paid at 75%. This will be funded by an appropriation for prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$243.00
		Net Revenues	<u><u>\$243.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-371-000-708.004	\$226.00
	FICA	101-371-000-715.000	\$17.00
		Net Expenditures	<u><u>\$243.00</u></u>

Request to re-budget for the 2020 Textile Road at Cherrywood Drive Pedestrian installation by Washtenaw County Road Commission approved by the Board on March 3, 2020. The project was push forward to 2021, but was not included in the 2021 budget. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$25,605.00
		Net Revenues	<u><u>\$25,605.00</u></u>
Expenditures:	Highway, Street, & Road Construction	101-446-000-818.022	\$25,605.00
		Net Expenditures	<u><u>\$25,605.00</u></u>

Request to re-budget for the 2020 Township's grant match for the relocation of the Hewitt Road pedestrian crossing at Burns Avenue to Harding Avenue by Washtenaw County Road Commission approved by the Board on April 21, 2020. The project was push forward to 2021, but was not included in the 2021 budget. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$79,185.00
		Net Revenues	<u><u>\$79,185.00</u></u>
Expenditures:	Highway, Street, & Road Construction	101-446-000-818.022	\$79,185.00
		Net Expenditures	<u><u>\$79,185.00</u></u>

Request to re-budget the available remaining funds for the 2020 installation of 2 Cameras at Crystal Ponds Special Assessment District by Conti - approved by the Board on September 19, 2020. The cameras were purchased in 2020 but the installation will not be completed until 2021. The cameras and installation costs were paid by Lombardo Homes, the developer in 2020. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$5,396.00
		Net Revenues	<u><u>\$5,396.00</u></u>
Expenditures:	CAPO Neighborhood Camera System	101-970-000-972.000	\$5,396.00
		Net Expenditures	<u><u>\$5,396.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2021 BUDGET AMENDMENT #1**

January 19, 2021

101 - GENERAL OPERATIONS FUND

Request to increase the budget for a 2021 change order for the Schooner Cove Bus Shelter Project. The change order for Best Asphalt was due to additional work because of unsuitable soil. This will be funded by a Community Development Block Grant (CDBG) for \$23,523 and an appropriation of prior year fund balance for \$1,455.

Revenues:	Federal Grants - CDBG	101-000-000-522.000	\$23,523.00
	Prior Year Fund Balance	101-000-000-699.000	\$1,455.00
		Net Revenues	<u><u>\$24,978.00</u></u>
Expenditures:	Bus Shelter - Capital Outlay	101-970-000-974.100	\$24,978.00
		Net Expenditures	<u><u>\$24,978.00</u></u>

Request to increase the budget for the renovation of the 2nd floor restrooms. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$69,950.00
		Net Revenues	<u><u>\$69,950.00</u></u>
Expenditures:	Civic Center Improvements	101-970-000-975.106	\$69,950.00
		Net Expenditures	<u><u>\$69,950.00</u></u>

212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII)	Total Increase	<u><u>\$224,665.00</u></u>
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Request to re-budget the remaining \$44,992 from 2020 budget for professional engineering services of Stantec for the Loonfeather Park improvements. The original \$58,696 was Board approved on September 15, 2020. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$44,992.00
		Net Revenues	<u><u>\$44,992.00</u></u>
Expenditures:	Loonfeather Park	212-970-000-975.587	\$44,992.00
		Net Expenditures	<u><u>\$44,992.00</u></u>

Request to increase budget for the professional services of Spicer Group to assist with grant application for the Clubview Park tennis courts. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$12,000.00
		Net Revenues	<u><u>\$12,000.00</u></u>
Expenditures:	Professional Services	212-212-000-801.000	\$12,000.00
		Net Expenditures	<u><u>\$12,000.00</u></u>

**CHARTER TOWNSHIP OF YPSILANTI
2021 BUDGET AMENDMENT #1**

January 19, 2021

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

Request to increase budget for the professional services of Carlisle Wortman to assist with outreach, development and design of a community dog park. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$13,735.00
		Net Revenues	<u>\$13,735.00</u>
Expenditures:	Professional Services	212-212-000-801.000	\$13,735.00
		Net Expenditures	<u>\$13,735.00</u>

Request to re-budget the remaining available funds from the 2020 Huron Pathway project for the bid engineering service of OHM approved by the Board on October 20, 2020. The original amount approved was \$6,800 and the remaining available amount is \$1,738. This will be funded by an appropriation of prior year fund balance.

Revenues:	Prior Year Fund Balance	212-000-000-699.000	\$1,738.00
		Net Revenues	<u>\$1,738.00</u>
Expenditures:	Capital - Pathway Huron #1	212-970-000-997.250	\$1,738.00
		Net Expenditures	<u>\$1,738.00</u>

Request to re-budget the remaining available funds from the 2020 Community Center Floor Project and increase the 2021 budget for Spicer Group construction engineering service. The original amount of \$7,300 was approved on December 1, 2020. This will be funded by a Community Development Block Grant (CDBG).

Revenues:	Community Dev Block Grant (CDBG)	212-000-000-531.000	\$7,300.00
		Net Revenues	<u>\$7,300.00</u>
Expenditures:	Cap Outlay - Community Center	212-970-000-976.008	\$7,300.00
		Net Expenditures	<u>\$7,300.00</u>

Request to re-budget the 2020 Community Center Floor Project and increase the 2021 budget for installation of the flooring to begin in 2021. The original amount approved of \$144,900 was approved on December 1, 2020. There were no 2020 expenditures, as the installation will start in 2021. This will be funded by a Community Development Block Grant (CDBG).

Revenues:	Community Dev Block Grant (CDBG)	212-000-000-531.000	\$144,900.00
		Net Revenues	<u>\$144,900.00</u>
Expenditures:	Cap Outlay - Community Center	212-970-000-976.008	\$144,900.00
		Net Expenditures	<u>\$144,900.00</u>

**CHARTER TOWNSHIP OF YPSILANTI
2021 BUDGET AMENDMENT #1**

January 19, 2021

230 - RECREATION FUND	Total Increase	<u><u>\$1,000.00</u></u>
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Request to increase the budget for an award of \$1,000 received from Blue Cross Blue Shield and the Healthy Recreation Catalyst Award Program to be used by the Recreation Center for pickleball equipment. This is funded by an award from Blue Cross Blue Shield of Michigan.

Revenues:	Contributions & Donations	230-000-000-675.000	\$1,000.00
		Net Revenues	<u><u>\$1,000.00</u></u>

Revenues:	Rec Enrichment Programs	230-751-000-740.400	\$1,000.00
		Net Expenditures	<u><u>\$1,000.00</u></u>

249 - BUILDING DEPARTMENT FUND	Total Increase	<u><u>\$485.00</u></u>
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Request to increase the budget for PTO payout request of 80 hours to be paid at 75%. This will be funded by an appropriation for prior year fund balance.

Revenues:	Prior Year Fund Balance	249-000-000-699.000	\$485.00
		Net Revenues	<u><u>\$485.00</u></u>

Expenditures:	Salaries Pay Out - PTO & Sick	249-249-000-708.004	\$451.00
	FICA	249-249-000-715.000	\$34.00
		Net Expenditures	<u><u>\$485.00</u></u>

266 - LAW ENFORCEMENT FUND	Total Increase	<u><u>\$1,213.00</u></u>
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Request to increase the budget for PTO payout request of 80 hours to be paid at 75%. This will be funded by an appropriation for prior year fund balance.

Revenues:	Prior Year Fund Balance	266-000-000-699.000	\$1,213.00
		Net Revenues	<u><u>\$1,213.00</u></u>

Expenditures:	Salaries pay out - PTO	266-301-000-708.004	\$451.00
	FICA	266-301-000-715.000	\$34.00
	Salaries pay out - PTO	266-304-000-708.004	\$676.00
	FICA	266-304-000-715.000	\$52.00
		Net Expenditures	<u><u>\$1,213.00</u></u>

Motion to Amend the 2021 Budget (#1)

Move to increase the General Fund budget by \$205,357 to \$9,181,862 and approve the department line item changes as outlined.

Move to increase the BSRII Fund budget by \$224,665 to \$1,934,248 and approve the department line item changes as outlined.

Move to increase the Recreation Fund budget by \$1,000 to \$787,290 and approve the department line item changes as outlined.

Move to increase the Building Department Fund budget by \$485 to \$773,229 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$1,213 to \$8,537,294 and approve the department line item changes as outlined.

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON JR.



**Accounting
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-3702
Fax: (734) 484-5154

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

FEBRUARY 2, 2021 BOARD MEETING

ACCOUNTS PAYABLE CHECKS -	\$	577,974.16
HAND CHECKS -	\$	741,069.70
CREDIT CARDS PURCHASES -	\$	0.00
GRAND TOTAL -	\$	1,319,043.86

Check Date	Check	Vendor Name	Amount
<i>HAND checks</i>			
Bank AP AP			
01/15/2021	187192	COMCAST BUSINESS	3,561.66
01/15/2021	187193	COMCAST CABLE	178.40 V
01/15/2021	187194	GRANITE TELECOMMUNICATIONS	394.12
01/15/2021	187195	THOMAS STAFFORD	675.00
01/15/2021	187196	U.S. POSTAL SERVICE*	3,680.35
01/15/2021	187197	WASTE MANAGEMENT	2,247.96
01/15/2021	187198	WASTE MANAGEMENT	608.07
01/15/2021	187199	WASTE MANAGEMENT	1,092.94
01/15/2021	187200	WASTE MANAGEMENT	51.34
01/15/2021	187201	YPSILANTI COMMUNITY	961.05
01/15/2021	187202	COMCAST CABLE	87.41
01/15/2021	187203	COMCAST CABLE	161.71
01/15/2021	187204	COMCAST CABLE	234.85
01/15/2021	187205	COMCAST CABLE	8,583.96
01/15/2021	187206	DTE ENERGY	2,399.27
01/15/2021	187207	VERIZON WIRELESS	3,956.96
01/15/2021	187208	WASTE MANAGEMENT	373.68
01/25/2021	187209	BLUE CROSS BLUE SHIELD OF MI	183,554.40
01/25/2021	187210	BLUE CROSS BLUE SHIELD OF MI	30,192.90
01/25/2021	187211	COMCAST CABLE	108.35
01/25/2021	187212	COMCAST CABLE	288.35
01/25/2021	187213	COMCAST CABLE	168.40
01/25/2021	187214	COMCAST CABLE	178.40
01/25/2021	187215	COMCAST CABLE	135.30
01/25/2021	187216	DELTA DENTAL PLAN OF MICHIGAN	12,762.39
01/25/2021	187217	DTE ENERGY	74,891.90
01/25/2021	187218	GUARDIAN ALARM	500.46
01/25/2021	187219	VISION SERVICE PLAN	3,724.17
01/25/2021	187220	YPSILANTI COMMUNITY	1,481.11
01/26/2021	187221	DEARBORN NATIONAL LIFE INSURANCE	4,501.10
01/26/2021	187222	WASTE MANAGEMENT	202,404.59
01/26/2021	187223	WASTE MANAGEMENT	197,107.55

AP TOTALS:

Total of 32 Checks:	741,248.10
Less 1 Void Checks:	178.40
Total of 31 Disbursements:	<u>741,069.70</u>

Check Date	Check	Vendor Name	Amount
Bank AP AP			
02/02/2021	187224	ACCUSHRED LLC	130.00
02/02/2021	187225	ADVANCED COMMUNICATIONS & DATA	680.55
02/02/2021	187226	AMAZON CAPITAL SERVICES	1,243.12
02/02/2021	187227	ANN ARBOR CLEANING SUPPLY	153.90
02/02/2021	187228	ANN ARBOR WELDING SUPPLY CO	339.93
02/02/2021	187229	APOLLO FIRE EQUIPMENT CO.	3,780.00
02/02/2021	187230	AUTO VALUE YPSILANTI	199.20
02/02/2021	187231	BARR ENGINEERING COMPANY	572.50
02/02/2021	187232	BIDNET	251.14
02/02/2021	187233	CLEVELAND GOLF SRIXON	634.08
02/02/2021	187234	COURT INNOVATIONS INC	540.00
02/02/2021	187235	DES MOINES STAMP MFG. CO.	68.00
02/02/2021	187236	FEDERAL EXPRESS CORPORATION	79.20
02/02/2021	187237	GOVERNMENTAL CONSULTANT SERVICES	3,206.50
02/02/2021	187238	GRAINGER	1,017.55
02/02/2021	187239	GRIFFIN PEST SOLUTIONS	93.00
02/02/2021	187240	HOME DEPOT	177.41
02/02/2021	187241	HOPPE DESIGN	40.00
02/02/2021	187242	JOHNSON SIGN COMPANY	1,854.00
02/02/2021	187243	JONES & BARTLETT LEARNING	359.10
02/02/2021	187244	KAREN PILON	65.00
02/02/2021	187245	KCI	155.60
02/02/2021	187246	KELLY DOE	198.90
02/02/2021	187247	KNOWBE4 INC	1,999.62
02/02/2021	187248	LANGUAGE LINE SERVICES	166.99
02/02/2021	187249	LOWE'S	158.35
02/02/2021	187250	MICHIGAN LINEN SERVICE, INC.	1,113.26
02/02/2021	187251	MLIVE MEDIA GROUP	644.50
02/02/2021	187252	MUZZALL GRAPHICS	301.76
02/02/2021	187253	OFFICE EXPRESS	552.59
02/02/2021	187254	ONSITE SUBSTANCE ABUSE TESTING	205.00
02/02/2021	187255	ORCHARD, HILTZ & MCCLIMENT INC	2,201.25
02/02/2021	187256	PETER POWER	1,820.00
02/02/2021	187257	PM TECHNOLOGIES, LLC	278.72
02/02/2021	187258	PRIORITY ONE EMERGENCY	47.88
02/02/2021	187259	RHETT REYES	1,921.68
02/02/2021	187260	SOUTHERN COMPUTER WAREHOUSE	956.73
02/02/2021	187261	STATE OF MICHIGAN	4,997.08
02/02/2021	187262	STATE OF MICHIGAN	880.38
02/02/2021	187263	TARGET SPECIALTY PRODUCTS	183.60
02/02/2021	187264	TODD BARBER	2,330.00
02/02/2021	187265	ULLIANCE	979.20
02/02/2021	187266	UNIFIRST CORPORATION	284.46
02/02/2021	187267	VERIZON CONNECT NWF, INC.	679.98
02/02/2021	187268	VICTORY LANE	179.69
02/02/2021	187269	WASHTENAW COUNTY ROAD COMMISSION	15,125.00
02/02/2021	187270	WASHTENAW COUNTY TREASURER#	516,356.34
02/02/2021	187271	WASHTENAW COUNTY TREASURER#	4,522.50
02/02/2021	187272	WEINGARTZ	165.96
02/02/2021	187273	YPSILANTI ACE HARDWARE	58.38
02/02/2021	187274	YPSILANTI COMMUNITY	890.75
02/02/2021	187275	ZOLL MEDICAL CORPORATION	2,133.83

A/P Checks

AP TOTALS:

Total of 52 Checks:	577,974.16
Less 0 Void Checks:	0.00
Total of 52 Disbursements:	577,974.16

ATTORNEY REPORT

GENERAL LEGAL UPDATE

OLD BUSINESS



INFORMATION SERVICES

Computer Support • Web Content Management • Communications Services

To: Township Board
From: Travis McDugald, IS Manager
Re: Request to the Township Board to approve the proposal for professional services from CNC Consulting for building a Website Revamp RFP with an initial cap of 120 hours funded in account 101.266.000.801.000
Date: January 25th, 2021

On August 18th the Township Board approved a request to seek qualification for consulting services to assist the Township in developing, publish and review response for a Website revamp Request for Proposal (RFP)

Township IT published a RFQ to the MITN website and received six responses. Of the six, IT staff found one response that best understood our goals and could provide the best service.

Township IT would like to recommend to the Township Board the professional services of CNC Consulting, Inc. from of Englewood, New Jersey. The proposed cost for consulting services is \$135 per hour.

While the Township has significant internal talent, we simply do not know what we do not know. While IT staff may find the current site easy to navigate, we have heard from others they find it difficult. Other departments may have a difficult time seeing past their own needs, and we simply cannot put everything on the home page.

The Township currently provides a significant amount of content on its Website. With roughly 600 active menu items, developing an intuitive system to accommodate such a large range of site visitors can be cumbersome.

CNC Consulting will assist the Township in several key points in developing an RFP, which will provide the Township new and fresh Website:

- Assist in the discovery of services the Township can provide through its public Website
- Assist in defining and prioritizes the services a new Website should provide to its users

- Assist in the development of design specification to be used in a formal RFP for a rebuild of the Township's Website
- Assist in the development of "Content Creation and Posting Guidelines" for Township staff
- Assist in the promotion of its published RFP to increase the number of qualified responses
- Assist in the review of qualified responses to the RFP
- Work with various Township departments to ensure each department's needs are heard and evaluated
- Assist in building guidelines and policies for publishing data on website.

While the consultant will assist the Township in all the steps to build, publish, and review an RFP, this project will still require every department works with the consultant and IT staff. This is necessary to ensure our goals and expectations are conveyed within the published RFP.

The amount of hours this component of the project will take is unknown. It is highly dependent on the number of features and their complexity collected from department, along with the number of RFP responses returned.

Form C in the published RFQ is for scenario bidding and does not represent the number of hours needed for the project. Its intent is to simplify the bid opening process along with checking for hidden costs.

I respectfully request the Township Board approval the proposal for professional services from CNC Consulting for building a Website Revamp RFP with an initial cap of 120 hours.

Thank you for your consideration.

Travis McDugald
IS Manager, Charter Township of Ypsilanti

Thank you for your consideration.

Travis McDugald
IS Manager, Charter Township of Ypsilanti

Cover Letter

09/29/2020

Travis McDugald
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, MI 48197

Dear Mr. McDugald,

CNC Consulting Inc. appreciates the opportunity to submit a proposal in response to **RFP for Website Revamp Consultant**. Our response fully addresses the understanding, the requirements and the services to be performed for this solicitation.

We have summarized our key qualification in the proposal below. We are not using any subcontractor for this project neither are doing a joint venture arrangement.

CNC hereby acknowledges its commitment to perform the services within the period specified. We have no exception to the terms or scope of required services.

The details of the contact person within CNC Consulting is given below:

CONTACTS:

President: Andy Charlery

Phone: 201-541-9121

Fax: 201-541-9128

acharlery@cncconsulting.com

Should you have any questions or require additional information, please do not hesitate to contact me at 201-541-9121.

Sincerely,



Andy Charlery

Proposal

for

Website Revamp Consultant

for

Charter Township of Ypsilanti

RFQ-2020-08-Website

September 29, 2020

CNC Consulting, Inc.

50 East Palisade Avenue, Suite 422
Englewood, New Jersey 07631

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1. Background

The Charter Township of Ypsilanti (Township) has a need for contractor support for services related to overseeing the creation, publications, and review of a Request for Proposals (RFP) to rebuild the Township's public Website.

The Township has a need for a qualified vendor to conduct a comprehensive site requirement and needs assessment analysis and assist with the development of a Request for Proposal (RFP) to rebuild its website.

CNC Consulting being a qualified vendor wishes to submit this response to the RFQ to provide the required services. We are in the business of creating value for our clients which means more than delivering a set of requirements. It means identifying with the client and understanding their vision. It means bringing the best ideas, solutions and approaches to the engagement. If we create value for our clients, if our clients succeed, we succeed.

2. CNC Consulting – Introduction

CNC Consulting, Inc. (CNC) is a certified multi-state MBE that provides a wide range of innovative and scalable IT solutions and services to its clients. CNC specializes in the Financial, Pharmaceutical and Government sectors. CNC holds multiple contracts for the Federal, State and Town Governments.

CNC as an organization values the following:

- Demonstrably exceptional excellence in delivering customer satisfaction
- People are the greatest asset for the company. They should be respected and motivated to give their best performance.
- We must strive for excellent performance both individually and collectively.
- CNC core objectives include:
- To make a significant impact on our client's business ecosystem by deploying latest and relevant IT systems and services.
- To develop and provide the most cost-effective and high-quality IT products and services to our clients.
- To ensure supreme confidence among end - users upon completing tasks and gathering information from our client's websites, digital products, applications, print materials etc.

We believe in conferring the best and latest technology to our customers at cost effective prices. ***We establish a partnership relationship with our customers where our team believes in the success of our partner as our success.***

CNC Value Proposition is:

- Mature Development Processes ensuring best Industry practices and quality.
- Offer End-to-end services and customized solutions to meet customer's diverse needs.
- Close and constant customer interaction and support to ensure customer expectations are met or exceeded.
- Highly skilled manpower resources.
- Domain knowledge and expertise of various industries.
- Expertise to deliver latest and cross technology cutting edge solutions.

CNC has identified state, county, local and federal governments as one of the fastest growing sectors of business for the company.

CNC is providing services to its customers from different industries. Some of our major customers are:

Major Customers		
➤ Sanofi-Aventis ➤ Computer Corporation ➤ Pfizer ➤ Bank of Tokyo ➤ Merrill Lynch ➤ Deutsche Bank ➤ JP Morgan	Sciences	➤ NYC Dept of Social Services ➤ JP Morgan Chase ➤ New York Power Authority ➤ NYS Department of Health ➤ NYC Housing Authority ➤ New York Power Authority
		➤ NYS DOL ➤ NYS Office of Technology ➤ NYS Workmen's Compensation Board ➤ Unisys ➤ IBM Global Services ➤ NYS DOT ➤ FL DMS ➤ FL DOH ➤ PA DOT ➤ RI DOT

2.1. CNC Summary

Srl	Subject	Response
1	Company Name	CNC Consulting Inc
2	Year Founded	1995

4	Location from where services will be performed	CNC location/Offsite
5	Address	50 East Palisade Avenue, Suite 422 Englewood, NJ 07631
6	Contact name	Andy Charlery
7	Title	President
8	Contact Name's direct Phone	201-541-9121
9	Contact email address	acharlery@cncBotProtecting.com

3. Scope of Services

This section describes the understanding of CNC Consulting in terms of the nature of the project and the services required to achieve the following project phases. Our approach to the scope of work includes four project phases: a needs assessment, RFP development, vendor vetting and selection, contract negotiations. Additional scope can be provided if required for project management service through system implementation. The CNC team will provide all professional, technical, consultative, managerial, administrative and other services necessary for a new website solution that is user-friendly, easy to adopt within the County, cost-effective to maintain, and improves operations and services to internal and external stakeholders. The team will lead the analysis and discovery of all facets including but not limited to the County’s existing website and advise the County on the alignment of the new website to their needs, the path to take, the steps involved, estimated budgetary expense, the website technology to be procured and the best possible implementation strategy.

3.1. Methodology

Phase 1: Website Needs Assessment

The team will conduct a needs assessment of the existing system focusing on the broader perspective to identify gaps throughout the system. The purpose, goals and scope of the assessment will be crucial and will be performed with framework process and will include, but is not be limited to, the following:

- a) Document all interviews undertaken with internal and/or external stakeholders.

- b) Review all existing services provided by the Township and recommend a plan that will incorporate which services are best suited and prioritize to provide through the website.
- c) Develop strategies for improving business processes and integration via website. Recommend specific steps/methods for improvement.
- d) Building on the completed needs assessment, stakeholder interviews and available Website solutions, prepare an analysis that identifies potential website framework that the Township might deploy and the advantages and disadvantages of each solution. Lay out an objective comparison of the capabilities against key criteria such as website framework capability and features, ease of user experience, implementation timeline, operational complexity, and rough order of magnitude costs.
- e) Based on the need's assessments explained above, develop a design specification to be used in the RFP for the rebuilding of the Township website.
- f) Assist the Township in the promotion of its published RFP to increase the number of qualified responses.
- g) Build a Requirements register with information gathered during the need's assessment, categorizing requirements and/or services as 'Must have for day to day working', 'Should have', and 'Nice to have/Could have'.
- h) Work with various Township departments to ensure each department's needs are heard, evaluated and incorporated in website functionalities.
- i) Provide the Township solutions adhering to state and federal regulations for Public Website and related laws, regulations and best practices to include in RFP.

Phase 2: RFP Development

- Process Analysis Documentation
- RFP Requirements Elicitation
- RFP Construction

- a) The tools used for needs assessment includes strategic planning (SWOT) and or Porter's 5 Forces Analysis where each department participates and provides there "Important criteria" list to be added to the list of emerging requirements. Once those requirements are approved by the Township, they will be incorporated in the RFP.

- b) The development of the RFP would be in accordance with the procurement requirements defined for the Township to the extent that such material is available. The outline and format of the RFP would follow those requirements as prescribed.
- c) The essential components that each vendor needs in order to properly develop an RFP response includes requirements and format for pricing and other information.

Phase III: Vendor Vetting

- Proposal Evaluation
- Vendor Down-select
- Vendor Demonstrations
- Reference Checking
- Final Vendor Selection

- a) Presumably, only viable vendors will have submitted RFPs based upon the RFP request. Proposal evaluation is determined by the organization and only organizational participants should be involved in this phase of the effort. Vendor proposal evaluation includes an assessment of the degree to which the vendor responded to and addresses specific questions outlined in the RFP and an assessment of the reasonableness and viability of their pricing and pricing model.
- b) Vendor down selection is based upon a criterion established at the time the RFP is developed to determine which vendors receive further consideration. Based upon the overall performance of the vendor (e.g. RFP responses, pricing, etc.) a final contract award may be made.

4. References

Below are the references of our Lead Consultant on previous projects:

REFERENCE 1

Mario E. Zarate
Former Manager
CTR Project Manager
GeoNorth Information Systems
Web Center of Excellence (WCoE)
Joint Service Provider (JSP)
Defense Information System Agency (DISA)
US Dept of Defense (DOD)
Office: (703) 545-9257
Cell: (703) 789-5128
Mario.e.zarate.ctr@r Bot Protect

REFERENCE 2

Chineme Aghazu
Odellus, Inc
9701 Apollo Drive, Suite 253

Largo MD 20774
Office: (877) 888-1194
Cell: (240) 423-9155
aghazuc@alBotProtect.n

REFERENCE 3

Rodney Sherman
Former colleague at OCTO, [DC.gov](https://www.dc.gov)
Cell: (703) 927-7340
rodney.sherman@alBotProtect.u

5. Project Team

We have proposed Julie Swetnick (Lead Digital Products SME) as the team resource to handle the complete project. Julie has vast experience in development of websites and as a Senior Consultant with the District of Columbia, she was involved with the development and management of the Agency's RFPs, RFIs and IFBs. Our Lead Digital Products SME has a comprehensive background in successfully deploying countless highly functional, robust, interactive, data-driven and state-of-the-art websites that inspire the highest of confidence from the end-users. It does not end with a beautiful site that works well, as we are tight collaborators with our stakeholders to ensure everything down to the last period and line of code is something that contributes directly to the success that you will demand from our engagement. As the lead Digital Products SME, she can, and will, implement the scope of the project via a highly advanced skill set and project management paradigm. If selected, she will be available to start within 30 days of such selection date.

6. Price/Cost

Form B: Details Costs

Labor Costs

Line	Item	Qty	Price
1	Base Hourly Rate	Per Hour	\$135.00
2	Billed Increments	Per Minute	\$2.250

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Form C: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Based on the costs within Form B what would total costs for a job that consisted of:


- 20.5 Consulting Hours.

\$ 2,767.50

Job Total

(Please attach a detailed cost sheet with this cost form page)

Company Name: CNC Consulting, Inc.
Address: 50 E Palisade Ave, Suite 422
Address: _____
City, State, Zip: Englewood NJ 07631
Telephone Number: 201-541-9121
Federal Employer Identification Number: 22-3400677
eMail: acharley@BotProtect.com

By:  Title: President Date: 10/1/2020
(Signature) (Typed or printed name)

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.
Unsigned proposals will not be considered.

Form D: Iran Business Relationship Affidavit.

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	CNC Consulting, Inc.
Street Address	50 E Palisade Ave, Suite 422
City	Englewood
State	NJ
Zip	07631
Corporate I.D. Number / State	
Taxpayer I.D. #	22-3400677

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the Charter Township of Ypsilanti.

I have reviewed the terms and conditions and insurance requirements prior to submitting this bid solicitation.



 Signature

President

 Title

CNC Consulting, Inc.

 Company

10/1/2020

 Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Appendix - I: CV of Key Personnel

Julie Swetnick

PROFESSIONAL SUMMARY

Julie Swetnick has accumulated over two decades of Web/IT experience and achievements, including being one of the first 100 women in the world to attain a Microsoft Certified Systems Engineering Certification (MCSE).

Having grown up in Washington, DC; a dynamic and multicultural city, Julie developed into a curious, free-thinking, and compelling individual. She has an innate ability to make friends with people from disparate backgrounds, walks-of-life, and cultures, which is especially useful in today's society and world, considering that IT teams can be quite diverse, and more frequently located off-shore.

Though Julie has previously worked on Agile projects as a Webmaster, Web Production Manager and Team Lead, nowadays, she enjoys putting her more specialized talents to good use in one, all, or a combination of the following roles:

- Accessibility SME - Section 508 and WCAG 2.1 Standards, Guidelines, and Techniques (includes testing using JAWS, NVDA, Keyboard, TalkBack, Voiceover, WAVE, WAT, aXe (Chrome, Firefox), WAT, WAVE, Microsoft Accessibility Inspector, Worldspace, AInspector, W3C Code Validators, Color Contrast Analyzer, etc.)
- Digital Analytics SME - Adobe (Omniture), Google, and IBM Digital Analytics (Coremetrics), creation of executive reports, dashboards, and strategic recommendations
- CMS SME - Microsoft CRM, Drupal 7 & 8/Modules, and WordPress/Plugins
- Customer Hub Personalization SME
- Cordova Hybrid Mobile SME
- JS Libraries and Frameworks SME - Zurb Foundation, Bootstrap 3 & 4, Boilerplate, D3, jQuery/AJAX, JSON, and some Angular, Vue and React
- UI/UX Dev- Wireframes, Mockups, Interactive Prototypes (create from scratch), Skins/Reskins, Styleguides, Customization of Themes/Sub-Themes/Stylesheets, and designs to enhance User Journeys
- Expert developing using Semantic HTML5, CSS3, ARIA, PHP, and JavaScript Libraries, Flex and Grid Dev
- QA/Functional Regression and Integration Tester
- Agile (Kanban) Lead - Daily scrums, PI Planning sessions, sprints, backlogs, grooming sessions, identification of and solutions to spikes, etc. using VersionOne, Jira, Confluence, MS Teams
- Web Security Critical Controls SME

- Apigee Edge, Apigee Bootstrap Theme Customization, and OAuth Front End Design Integration
- Business and Functional Analyst
- Digital Analytics SME (Google, Adobe, and IBM/Coremetrics)
- Tech Writer
- Senior Content Editor/Producer
- Taxonomy, Custom Vocabulary/Context SME
- Search Engine Optimization (SEO)/Search Engine Results Page (SERP) SME
- Information Architect (IA)
- Senior Wiki Editor (MediaWiki and Azure DevOps)
- Senior Systems Engineer/MCSE

TECHNICAL EXPERIENCE

DRUPAL TEAM LEAD

U.S Department of State, Office of Inspector General

Rosslyn, VA and 100% Remote during Covid-19

Contractor with Prime - PacArctic/Koniag Government Services (FT/Perm)

01/23/2020 — Present-2020

- Drupal 8 Lead Designer responsible for eliciting requirements from the client, and then creating all project wireframes for the stateoig.gov website's migration/redesign
- Drupal Module identification, research, selection, installation configuration, and customization (files including .yml, .css, [.js](#), etc.)
- Involved in recommending, testing, submitting to the CRB, installing/upgrading, and configuring of Drupal modules
- Create Drupal 8 sitewide theme customization based upon the Barrio Bootstrap 4 Sub-theme, w/Bootstrap installed locally, not from a CDN
- Configured and developed the site's custom views, content types, and custom blocks.
- Installed and configured local Font Awesome Pro 5.x integration (upgraded from using the FA CDN)
- Working with Granicus to integrate GovDelivery Subscription Services for the OIG's Reports and Recommendations Alerts/Bulletin Feeds
- Accessible customization of Site-wide Theme, Stylesheets, Forms, and UIs
- Migrated/Integrated Google Analytics sitewide
- Accessibility and functional Tester/QA. Ensure that the Dev Portal functions as specified in the BRs and FRs, and that it complies with Section 508 and WCAG 2.1 standards and guidelines (Expert A11y Tester using JAWS, NVDA, WAVE, WAT, W3C Code Validators, Color Contrast Analyzer, etc.)
- Utilize VS Code, MySQL Workbench, WampServer for Development (on Local, Dev and Staging environments in AzureDevOps)
- Experience with using Composer and Drush

- Participate in Agile (Kanban) PI Planning, daily scrums, sprints, stories, backlogs, grooming sessions, identify and solve spikes
- Integrate 2 Factor Authentication (2FA)
- Assist UI/UX Team members to write/enhance/correct Technical Docs (style guides, prototype notes, accessibility guides, and other user-related docs and guides)
- Integrate Google Search for internal content and sitewide searches
- Translate prototypes into fully functional, branded front-end UIs
- Create and manage all Azure DevOps Boards for the team/project
- Translate prototypes into fully functional, branded front-end UIs
- Create/Manage the Team's SharePoint online document repos and created the site's technical documentation
- Host/facilitate the team's daily scrums, management and client meetings, and weekly roundup meetings, and coordinated, collated, and posted all status reports for the team
- Work with 3rd-party Developers for the OIG's Investigative forms and XML Feeds

SENIOR UI/UX LEAD DESIGNER, BA, AND ACCESSIBILITY SME

APHIS MIMS

USDA

100% Remote

Contractor with Prime - PacArctic/Koniag Government Services (FT/Perm)

11/13/2019 — 03/13/2019

- Tasked by Koniag to assist with this project while awaiting my Interim Secret clearance for my U.S. Dept of State /OIG position. They did not want me to leave the project, so I worked with them evenings and weekends after I joined the OIG project
- Sr UI/US Designer for the APHIS MIMS migration from stand-alone, hardware-specific application to Mobile-first responsive web
- Recreated and updated the current App's functionality into highly detailed wireframes and interactive UI prototypes for mobile and desktop using Figma
- Participate in the daily agile scrum meetings and PI Planning sessions
- Work with the client to elicit outstanding functional requirements and suggest new functionalities
- Create technical documentation for the project managers
- Lead demonstrations for the clients to showcase new development, as well as to illicit feedback
- Conduct accessibility testing in all new interface development
- Mentor to junior level designers

SENIOR UI DEVELOPER AND ACCESSIBILITY SME

Developer Portal

Freddie Mac

Vienna, VA

Sub-contractor with Tekfortune for Capco

06/11/2019 — 08/09/2019

- Sr Drupal 7 & 8 Responsive Web Dev.
- Drupal Module identification / Research / Selection / Installation / Configuration / and Customization
- Work with the Google Apigee Edge Theme, and Bootstrap 3 & 4 Frameworks for the Freddie Mac Developer Portal (OAuth, RESTful APIs, security keys, etc.).
- Re-skinned the Freddie Mac Dev Portal. Identified the conflicting/unnecessary Zurb Foundation framework and removed it from the Portal. Replaced with clean Bootstrap framework 3 to better optimize the responsive styling of components for Apigee Edge on Drupal 7, and removed conflicting/unnecessary/non-global “inline” component styling.
- Identified and created custom styling to be utilized upon upgrade to Drupal 8, using Bootstrap 4 Semantic HTML and “Card” styling of components.
- Accessible customization of Site-wide Theme, Stylesheets, and UIs.
- Expert UI Dev using HTML5, CSS3, ARIA, PHP, JavaScript (jQuery, AJAX), and some Angular io
- Accessibility and functional Tester/QA. Ensure that the Dev Portal functions as specified in the BRs and FRs, and that it complies with Section 508 and WCAG 2.1 standards and guidelines (Expert A11y Tester using JAWS, NVDA, Keyboard only , TalkBack, Voiceover, Mobile Screen Gestures, WAVE, WAT, aXe, Worldspace, AInspector, W3C Code Validators, Color Contrast Analyzer, etc.)
- Utilize Visual Studio and VS Code for Dev (on Prod and Non-Prod VDI environments).
- Participate in Agile (Kanban) for PI Planning, daily scrums, sprints, stories, backlogs, grooming sessions, identify and solve spikes, etc. in VersionOne, Jira, Confluence, and MS Teams.
- Tester for Security Critical Controls related to user accounts (credentials / logins).
- Advise and assist the Dev team regarding optimization of SEO and SERPs.
- Analyze / Leverage Site and user metrics to improve the UI/UX using Digital Analytics (Google and IBM/Coremetrics).
- Assist UI/UX Team members to write/enhance/correct Technical Docs (style guides, prototype notes, accessibility guides, and other user-related docs and guides).
- Translate prototypes into fully functional, branded front-end UIs.
- Suggest Drupal modules to supplement the need to develop new portal functionalities.

SENIOR ACCESSIBILITY SME

Microsoft AI+R Division
Microsoft Corporation
Redmond, WA (100% Remote)
Contractor with Computer Futures

03/13/2019 — 04/24/2019

- The Senior Accessibility SME, responsible for Validating offshore Bugs for the AI+R Division of Microsoft (Bing Search, Bing EDU, and MSN Apps such as MSN Sports).
- Validate Accessibility issues, related to lawsuits against Microsoft Bing Search and MSN, and recommend mitigation techniques.
- Leverage knowledge of WCAG 2.1, HTML5, ARIA, CSS3, Accessible design, and aid with formulating compliant remediation techniques for the Bing and MSN Responsive JavaScript Code Libraries.
- Participate in Agile dev meetings to help facilitate completion of Bugs remediation within defined timelines.
- Validate Bugs identified and documented by 5000 Off-Shore (HCL) Web and App Testers uploaded into the MS Azure Bugs Query Lists.
- Participate in, and several times host, weekly Microsoft AI+R Space Lab Dev and Design inter-team 'lunch and learn'-type discussions.
- Provide testing, documentation, validation, and suggested fixes when the offshore testers insufficiently identified and documented Bugs.
- Utilize the new Microsoft collaboration with Deque aXe open source accessibility browser plugin.
- Tested websites (in development, and in production), as well as Web Apps such as MSN Sports, Bing EDU, and Bing Search.

SENIOR FRONT-END DEVELOPER AND ACCESSIBILITY SME

Regions.com, Investor Relations, and SpeedPass
Regions Financial Corporation
Birmingham, AL (95% Remote)
Contractor with Apex Systems

05/21/2018 — 11/20/2018

- The Senior Accessibility SME, responsible for identifying and detailing Section 508 and WCAG 2.0 Level A and AA compliance issues occurring within all public-facing Regions.com web domains, using AT's and other accessibility testing methods (manual and automated).
- Participate in Agile planning and development, including attending PI Planning and Inspect and Adapt meetings at the Birmingham, AL Regions Bank T HQ, once a quarter.
- After identifying bugs, Incorporate accessibility bugs/issues into the Alpha and Omega web team JIRA backlog boards
- Participate in providing Regions.com Dev and Design team lunch and learns.

- Provide testing, documentation, validation, and suggested fixes for 3rd party identified non-compliance website-related accessibility lawsuits.
- Expert at testing using Assistive Technologies (AT's) including such tools as JAWS, NVDA, ZoomText, VoiceOver, and more.
- Helping to create the standardized/global accessible dev and design libraries for Regions.com
- Best Practices SME for HTML5, CSS3, ARIA, plus
- Skilled at configuring/creating automated and manual Deque WorldSpace Assure test cases, test runs, and reports.
- Validate A11y non-compliance issues, whenever lawsuits filed against Regions Bank's public-facing websites.

SENIOR DRUPAL FRONT-END DEVELOPER AND ACCESSIBILITY SME

Vietnam War Commemoration (VWC), Joint Services Providers (JSP)

U.S. Department of Defense (DOD)

Arlington, VA (20% Remote)

Contractor with GeoNorth, a Tatitlek Subsidiary

11/13/2017 — 02/15/2018

- The Vietnam War Commemoration Agency's Digital Accessibility (A11y) SME, responsible for identifying and detailing Section 508 and WCAG 2.0 Level A and AA compliance issues occurring within the VWC web assets, using AT's and other accessibility testing methods (manual and automated).
- Recommend automated and manual accessibility tools and testing methods for VWC Govt. in-house team to maintain Section 508 and WCAG 2.0 A and AA compliance post project launch.
- Suggest best A11y remediation techniques/methods for the Public-facing (PF), Partner Portal (PP), and Staff Portal (SP) sites to comply with Section 508 accessibility compliance guidelines.
- Share my knowledge with project designers and Devs to test their respective work themselves, using Assistive Technologies (AT's) (e.g., screen readers, magnifiers, alternative input, etc.).
- Test to confirm, then document all Drupal module admin settings are correctly configured for all user types (rights and capabilities) for the Agency's website/portals for proper site access and security purposes.
- Break-out the websites' business requirements into discrete Excel spreadsheet documented line- items, used to in the validation process to ensure BRD and FRD compliance (both design- and dev- related).
- Train content editors in the correct usage of the Drupal WYSIWYG CKEditor to incorporate site-wide consistent accessibility standards.
- Customized the CKEditor and associated CSS3 for usage within the VWC sites
- Taxonomy SME, assisting the VWC with creating and utilizing consistent terminology across the PF, PP, and SP websites.
- Document the Drupal modules and configuration settings.
- Compile a VWC website style guide, which includes accepted web accessibility patterns and best practices (UI/UX- and code-related).

- Communicate accessibility findings and remediation strategies to a range of project stakeholders (e.g., Executives, Managers, Designers, Developers, etc.)
- When needed, work hands-on to create and remediate designs and code for Agency’s digital products and web content.
- Guide and coach colleagues and clients to use Best Practice Web editorial standards, in one-on-one, small group, or large forum environments.
- Act as an accessibility consultant and a web engineer.
- Leverage my accessibility expertise using various desktop platforms (including Windows and MacOS), as well as using various mobile platforms (including Android and IOS).
- Incorporate accessibility best practices for Video and other digital media presented on the site.
- Create and promote agency-wide accessibility standards and guidelines for PDF and other digital documents.
- Work with designers and Devs to prepare for ‘next-gen’ accessibility APIs.
- Work with the Devs to clean-up/re-architect the sites’ confusing, redundant, and outdated IA and navigation structures.
- Work with designers to create a more consistent look and feel and consistent taxonomy for all the VWC digital assets.

SENIOR WORDPRESS DEVELOPER AND WEB ACCESSIBILITY SME

ITD Office, U.S. Mint

U.S. Department of Treasury

Washington, DC

Sub-contractor with Evolver’s Group, for Leidos

06/01/2016 — 08/15/2017

- The U.S. Mint’s WCMS Digital Accessibility SME, responsible for developer and site adherence to W3C WCAG 2.0 guidelines and standards, and Section 508 compliance for all ITD WCMS websites (including usmint.gov, the Apollo 11 Coin Design Competition, the U.S. Mint Kids site, the U.S. Mint Educators site, CCAC, and the Denver Mint Tour booking site).
- Taxonomy SME, assisting the Mint with creating a classification system for keywords, consisting of three distinct classes - navigational, informational and transactional keywords, that helps facilitate internal and SEO, in addition to helping to define Mint standards and guidelines for optimizing copy and landing pages for optimizing SEO, by performing ongoing keyword research including discovery and expansion of keyword opportunities, and through research and implementation of content recommendations for organic SEO success.
- Software developer, who works with a small and code-savvy team to move the U.S. Mint’s legacy info- and micro-sites from ColdFusion to a new WCMS – utilizing WordPress as the new, open source, responsive platform; mirroring the look and feel of the newly migrated U.S. Mint catalog (e-commerce) site utilizing Demandware, thus furthering an integrated ‘look and feel’ for the Agency’s digital properties. Coding includes PHP, CSS, JavaScript, HTML5, ARIA, jQuery, and theme, plugin code modifications/customizations, etc.

- Tasked with recommending, testing, submitting to the CRB, installing/upgrading, and configuring of WP plugins, as well as customizing WP themes, WP security critical controls implementation
- Participate in troubleshooting/fixing defects, providing timely technical research/reports, technical implementations, testing, configuration, code modifications, migration assistance, and new or improved functionality/features delivery for each sprint release.
- Attends and contributes to daily checkpoint meetings, which are attended by senior developers/team leads, contractors, and U.S Mint ITD management.
- Participate in leading the U.S. Mint's Dev, QA, and Prod WCMS environments' HA and Performance testing, including working with dozens of Apache WordPress web servers, WAFs, file servers, DB servers (MariaDB master and slaves / HyperDB), MaxScale servers, F5s, and more.
- Assist with flattening the U.S. Mint's legacy ColdFusion datacenter-hosted websites and migrate them to the new responsive WCMS WordPress environment.
- Help to QA test and migrate the U.S. Mint's 'Artist Portal' for Coins & Medals Design Competitions, including functionality for collecting artist submissions, judging, and competition administration to the U.S. Mint's WCMS.
- Assisted with migrating the U.S Mint's Sales & Production Figures website to the new WCMS environment from a legacy Cold Fusion site
- Collaborate and recommend solutions for implementing a new U.S. Mint Denver Tour Booking site
- Research, create, implement, and document custom user 'Roles and Capabilities' within Oasis
- Workflow Pro WP plugin.
- Senior technical writer and editor for many of the projects' test scripts, SOPs, SOWs, and WordPress plugin Wikis, utilizing SharePoint and MediaWiki.

SENIOR IT 508 AND WCAG 2.0 SHAREPOINT ACCESSIBILITY SME

IRAP Office, U.S. Internal Revenue Service (IRS)

U.S. Department of Treasury

Lanham, MD

Sub-contractor with Odellus, Inc. for Chickasaw National Industries (CNI)

11/01/2015 — 05/30/2016

- Sole IRAP liaison, auditor, and accessible code SME for the IRS Source Intranet Redesign project (migration of IRWeb Intranet).
- Provide recommendations to improve the agency's 508 service offerings, processes and artifacts
- Author advisory documents.
- Review and analyze systems engineering/design/requirements documentation so that Section 508 requirements are included where appropriate.
- Participate in solution evaluation process, providing input and advice on architecture.
- Support requirements elicitation and validate high level system requirements development.

- Provide guidance on the pending changes to 508 regulations (Access Board, WCAG 2.0)/impact assessment.
- Develop project-level standardized checklist of Section 508 activities and deliverables to be used during sprint planning and sprint end of checkpoint reviews, such as iterative development sprint support.
- Advise project managers and staff on Section 508 best practices as well as AT and site testing procedures, remediation techniques and suggestions, and implementations.
- Participate in project- and program-related stakeholder meetings
- Assist with technical support related to Section 508 and assistive technology, including, but not limited to training, and hands-on development assistance/clinics.
- 508 compliance and accessibility testing using assistive technologies.
- Prepare and present reviews for Agency websites and applications Section 508 compliance reports
- Work with management and staff in evolving accessibility regulations and performance criteria for 508 Refresh and WCAG 2.0 across the agency websites.
- Develop and maintain quality standards for all testing activities, test reports, and other artifacts
- Provide technical writing expertise and document review as needed.
- Plan daily activities within the guidelines of the job description and supervisor's instruction to maximize personal and project output.

WEB ACCESSIBILITY SPECIALIST

JPMorgan Chase & Company

Wilmington, DE

Contractor with Experis

06/01/2015 — 08/01/2015

- Responsible for identifying and suggesting potential solutions to deliver accessible apps and content on mobile platforms based on the W3C WCAG 2.0 standards and Mobile Web Best Practices, as well as compliance with the ADA, Section 508, Twenty First Century Communication and Video Accessibility Act (CCVA) and other accessibility related laws.
- Accessibility auditor, educator, and advisor for assigned to J.P. Morgan Chase digital commercial banking Web and application developers, designers, and QA team members (including Global Trade Services Group Application Team in Hong Kong and Bangalore for APAR, TCFE, and BIRXT).
- Work with each assigned LOB (domestic and offshore) to determine a representative sample set of pages, covering site templates and different types of content and features for review.
- Work with each LOB to educate how to use the JPMC specific W3C WCAG 2.0-based Accessibility Checklist and Accessibility Tools, and techniques to validate W3C WCAG 2.0 compliance through a number of human checks, testing with the tools that people with disabilities use such as JAWS, ZoomText, and Dragon Naturally Speaking, reviewing color contrast, checking keyboard access, evaluating the underlying code, etc.
- After implementing the changes identified through the web accessibility audit, conduct a review of each website/web app to facilitate offshore meetings and present non-compliant artifacts for each tested JPMC digital property.

- Provide hands-on, training, manages online role-specific CBTs and educational resources, and promote best practices, standards, and guidelines for JPMC web developers, designers, and QA testers.
- Accessible PDF file SME, including providing training resources and guidance for PDF file and MS Office document accessible file creation and conversion

IBM DIGITAL ANALYTICS, eCOMMERCE, SEO, AND DIGITAL ACCESSIBILITY SME

OMS II COE, OCIO-OIT, U.S. Mint

U.S. Department of the Treasury

Washington, DC

Sub-contractor with The Goal, Inc. for Deloitte Government Services

11/01/2014 — 05/31/2015

- Utilize my experience to advise management on the sales and marketing teams on how they might increase conversions on the U.S. Mint's government eCommerce website, by interpretation of digital reporting, analytics and web strategy, UX/UI, keyword optimization, site performance, taxonomy creation and compliance.
- Maintain up-to-date integration of the Mint's eCommerce site with the latest trends and best practices in SEO and SEM, incorporating qualitative, quantitative and problem-solving skills.
- Track, report, and analyze website analytics for the U.S. Mint's eCommerce and Infosite, by pulling data from web analytics tools and other reporting applications, to create reports, workbooks, and data dashboards required by various agency users using Google Analytics and IBM Digital Analytics.
- Solid understanding of performance marketing, conversion, and online customer acquisition.
- Compare, correlate, and interpret site usage, customer, and eCommerce/sales data from Business Analytics reports and insights collected from SiteCore reports, generated during U.S. Mint's eCommerce solution search.
- Leverage usability analytics and experience with complying and implementing ADA Section 508, WCAG 2.0 guidelines and standards to optimize and improve U.S. Mint websites and mobile apps.
- Contribute recommendations for improvement of the agency's web style guide, SOPs, and help identify and analyze web related KPIs for the agency.
- Analyze various data pieces including competitive, qualitative, web analytics, social media, and financial data, to help drive positive business changes.
- Work with executive-level management, stakeholders, developers, and staff to help deliver actionable insights and recommendations to improve the agency's online presence and to create a more '21st century' eMarketing strategy, such as applying analytical, and 'outside-the-box' thinking to better optimize multi-channel marketing.
- Execute UAT and QA testing to identify issues, and recommend potential optimizations and improvements to the agency's eCommerce (catalog.usmint.gov) website and agency-related social media websites
- Provide business recommendations to the agency's implementation developers to optimize Agency analytics tags.

- Assist the U.S. Mint’s Sales and Marketing (SAM) team with AgilOne reporting data analysis for the Mint’s multichannel sales platform: eCommerce site (Demandware), social media sites, chat service, call centers, stores/kiosks, and inventory control, distribution and production facilities.
- Create training workshop agendas and materials for the U.S. Mint’s ITD, SAM, and OCC teams, to educate them on how to best utilize and interpret IBM Digital Analytics (Coremetrics) data.

[WEBMASTER, DRUPAL WEB PRODUCER, SENIOR WEB CONTENT EDITOR III, AND MOBILE APP DEV MANAGER](#)

Government Affairs and Communications Department, and the DC Department of General Services (DGS)

Government of the District of Columbia (DC.Gov)

Washington, DC

Sub-contractor with CSZNet for ITSA

01/01/2014 — 09/01/2014

- Drupal subject matter expert (SME) and executive consultant working independently to proactively work with managers to promote positive agency website strategies and processes.
- Sole POC for all CMS web-editing and publishing (posts, issues, etc.) related to the DGS.DC.Gov website
- Utilize HTML5 in Drupal to edit copy and refresh content to keep text and images relevant and current depending upon DGS’s needs.
- Contribute ideas and feedback on current and future editorial content based on DGS’s goals and trends.
- Help define, document, and communicate content processes, timelines, and style guidelines for DGS.
- Conduct scheduled maintenance content reviews and site optimization to uphold standards compliance in collaboration with the Office of the Chief Technology Officer (OCTO) lead web maintenance editor and the Department of General Services (DGS) Government Affairs and Communications Deputy Director.
- Partner with DGS's Communications Director and team members to better liaise with DGS's deputy directors and key stakeholders to identify existing areas of the website that need content supplementation and/or optimization and define strategy to meet DGS’s communications and utilization optimization goals.
- ADA Section 508 SME and trainer for agency content contributors on how to correctly implement and adhere to DCGov’s strict accessibility standards and guidelines.
- Define SEO and Section 508 best practices for DGS website and mobile app content in conjunction with OCTO.
- Conduct keyword integration and optimization tests.
- Train DGS’s editorial team to enhance the agency’s SEO rankings by integrating appropriate and strategic keywords and enforce adherence to communications industry best practices.
- Create detailed weekly Google Analytics reports for the Director of DGS, and review, analyze, and integrate with DGS’s Social Media websites’ analytics.
- Technical adviser and decision-maker related to the new DGS Mobile Application (including APIs, RSS/

- XML /ATOM feeds, filtering and parsing of website data).
- Graphic designer and editor for all Agency web postings
- Publish all Agency events to the Agency website, including ceremonies, community meetings, outreach presentations, and solicitations.
- Manage and maintain all DSG Contract and Procurement Division’s solicitations (RFPs, IFBs, etc.) and associated documentation on a daily basis.
- POC for all contract and procurement staff to post all Contract Solicitations for the District of Columbia.
- Schedule and implement DGS’s website for search engine index crawls.
- Participate in requirements gathering, creation, testing, and deployment of the DGS Mobile App.

SENIOR WEB EDITOR III (DRUPAL), WEB ACCESSIBILITY SME

Office of the Chief Technology Officer (OCTO)
 Government of the District of Columbia (DC.Gov)
 Washington, DC
 Sub-contractor with CSZNet for ITSA

10/13/2012 — 12/31/2013

- Web Content Editor (migration expert) for more than 140 District Agency websites during the District's transition from a legacy content management system (DSF) and a second content management system (Vignette/OpenText) to the District's permanent unified content management system (Drupal 7).
- Member of the Web production team at OCTO who helped the DC.Gov win a national award recognizing excellence in government and municipal websites; “Best of the Web 2013” Runner Up, and winner of “Best of the Web 2015” for government websites.
- Collaborate with OCTO BA's and Agency's content owners and key stakeholders to refine migration sitemaps and update site content.
- Manage website content migration publication workflow.
- Acquire, create, edit and/or optimize images and publications to comply with DCGov’s web standards and guidelines as well as accessibility requirements.
- Customize and optimize HTML code, thus reducing errors and increasing site performance.
- Provide editorial and standards oversight for migrated content utilizing the Web Style Guide for the District of Columbia.
- The Agency’s website Section 508 and WCAG 2.0 Web Accessibility SME.
- Assist with Drupal training for District Agency content owners in preparation for site launches/handovers.
- Utilize OCTO's JIRA trouble ticketing system to report and track DCGov’s global Drupal-related web defects.
- Interact daily with District Agency web contacts and content owners.

OPEN-TEXT WEB PRODUCTION MANAGER

Customs and Border Protection (CBP)
U.S. Department of Homeland Security
Washington, DC
Contractor with KForce

09/01/2009 — 9/1/2012

- Web Production Manager for the CBP's Intranet Web Content Production Team of 10 content editors.
- Delegate tasks, manage training, and helped mentor team members.
- Manage the daily production workflow of internal CBP web content utilizing Vignette CMS on a SharePoint web platform.
- In charge of quality control, best practices implementation, and oversight of the production of the CBP intranet site.
- Created a training manual and SOP's for the team.
- Part of a 3-person team to evaluate, test, select, and implement the CPS's Intranet Search software.
- Manager for the CBP Intranet KPI's and other Wiki updates on the Web production team's SharePoint site.
- POC for Section 508 accessibility for the CBP's Intranet Web production site/team after Certification as a Trusted Tester through the DHS program.
- Direct report to CBP's Director of IT web services.

WEB ANALYTICS PROFESSIONAL SERVICES ENGINEER

Merck Sharp & Dohme Pharmaceuticals (MSD)
Merck Pharmaceuticals Intl.
Brussels, BE
Consultant

2005 — 2006

- Perform in-depth customer needs analysis to support the MSD UNIVADIS country- and region-specific Web portals and customized dashboards, researched existing and potential MSD clients and their respective working environments to obtain insight into current business and technological capabilities and gaps, identify and established necessary points of contact, managed data extraction and analysis expectations, provided on-time reporting, assisted with scorecard deliverables, and documented future needs.
- Integrated clients' CRM applications into useful Google Web analytics reports.
- Organize and document research findings into a comprehensive Customer Needs Assessment document
- Provide recommendations for strategic alignment of in-house and Akamai/partner consulting capabilities to meet current and future identified customer needs.

- Developed strategic plans and business process to support the alignment of consulting capabilities and customer needs.
- Manage the Akamai OnDemand services for all of MSD's international Web Portals.
- Monitor, analyze, and make recommendations for web portal application load testing and benchmarking
- Troubleshoot web network and server-side application performance problems.

SENIOR PRODUCTION WEBMASTER

Offices of RM/EX/ISSO

U.S. Department of State (DOS)

Washington, DC

Contractor for HireNetworks

2004 — 2005

- Perform Project Management Leadership and oversight for business process analysis of three DOS Bureaus (Resource Management, Executive Offices, and the Information Security Systems Office - RM/EX/ISSO) unclassified Website efforts.
- Manage the day-to-day operations team members who architect, analyze, automate, build, configure, deploy, document, fix, install, integrate, prototype, load test, migrate, monitor, optimize, scale, script, support, troubleshoot, and tune all U.S. Department of State Web servers.
- Discover, document and assess current as-is customer processes, workflows, and instrumentation.
- Collaborate with customer leads and team members to identify process improvement opportunities and implement approved changes.
- Design, build, and scale customer and application specific web hosting environments.
- Collaborate with the technology developers to identify and manage all design, development, testing, evaluation, and re-engineering tasks for the unclassified RM/EX/ISSO Website efforts.
- Develop and manage detailed project plans, as well as resulting artifacts and task deliverables.
- Manage all Section 508 development projects, as well as monitor and enforce implementation.
- Execute quality assurance measures to ensure the completeness and delivery of all deliverables on time or ahead of schedule.
- Monitor, enforce, recommend, and document best practices efforts.
- Assist with the development and implementation of Webtrends reports, views, templates, and scorecards for all three Bureaus.
- Manage the teams responsible for the Web Data Center's daily operations.
- Execute quality assurance measures to ensure the completeness and delivery of all deliverables on time (or ahead of schedule), and on budget.
- Scope, network architect, and recommend hardware and software applications necessary to fulfill a directive to implement a redundant blade server array in an onsite data center hosting all US Embassy and Consulate websites.

- Instrumental in championing secure collocated and replicated Web servers in various secure U.S. Government data centers, for U.S. Embassy and Consulates websites.
- Mentor team members.
- Brief senior executives on the status of all projects and deliverables.
- Member of the U.S. Department of States' Internet Best Practices and New Initiatives Steering Committee.

SENIOR WEB PROJECTS MANAGER, WEB PROJECTS TEAMS LEAD, AND WEB ANALYTICS MANAGER

Cable & Wireless, Intl.

Vienna, VA

FT/Perm

1999 – 2004

- Responsible for managing all Web teams and projects involved with the site-wide redesign, artistic interpretation, deployment, testing, and optimization of 250 portal sites (developed in 8 languages).
- Manage the Accenture Team contracted to develop the code required to migrate all of the Global Internet Group's (GIG) .html and .asp pages to a standardized .jsp platform.
- Web Hosting Solutions Architect, who manages the software development life cycle of the Internet architecture framework by facilitating, detailed communication between the Internet application developers, web designers, quality assurance testers, and architecture developers (Software O&M).
- Host inside-team, 3rd party contractors, and Exec level meetings, and lead the site-wide migration's GAP analysis reviews.
- Document all issues, delegate tasks, set deadlines, review and test solutions required to migrate from static Web pages to customizable Web portals and dashboards.
- Implement Web Analytics reporting across all segments and channels of the GIG Websites, and utilized the results to create monthly
- usage reports and scorecards, as well as lead weekly analytics interpretation meetings with marketers, designers, key- departmental managers and other executive stakeholders.
- Lead measurement, tagging strategy and implementation for the redesign of the multi-million Ecommerce platform consisting of dozens of managed hosting services, with segment marketing to 157 countries and customized sites developed and produced in 11 different languages.
- Collect analytical requirements in support of business goals.
- Define Measurement Strategies, and Key Performance Indicators (KPIs).
- Formulate consistent tagging requirements based on business requirements
- Work closely with the Development team to ensure tagging implementation including tag testing/QA.
- Design/Set up necessary reports into the reporting interface, included scheduled as well as responsible for ad-hoc reporting requests.
- Provide analysis and insights for post-launch testing and performance.
- Ecommerce analytical support including conversion analysis, A/B testing, site optimization, customer satisfaction, and on-line

- campaign optimization.
- Modeling and integration of new data sources, i.e., weblogs.
- Partner closely with multiple stakeholders including Product, Usability, Content, Design, Demand Generation, and Ecommerce teams to establish shared analysis goals and deliver insights into customer behavior leading to online performance improvement.

INTRANET WEBMASTER

Host Marriott Services Corporation

Bethesda, MD

FT/PERM Employee

1997 — 1999

- Install, configure, administer, secure, and maintain the HMSHost Intranet Server (IIS).
- Design, maintain, develop, and deploy the Intranet Website.
- Web server and Intranet Administrator, Web Developer/Programmer, Content Editor, GUI and IA.
- Engineer, Publisher, Software Integration Evaluator, Liaison to non-technical sales teams, Site Administrator, CRM, Trainer, and Graphic Artist).
- Prepare technical proposals, initiated new directives for hardware and software systems, and provided vendor/subcontractor coordination and support for third-party projects.
- Post all corporate and departmental documentation and communication, deploy and manage all internal web- based training, gather/analyze all related digital web usage statistics, and include in a monthly executive report/scorecard.
- Enforce project governance and comply with project delivery controls and responsibility.
- Determine structure of project teams, identify resources required, and staff appropriately.
- Create and maintain project schedules.
- Identify, track, and resolve project issues.
- Communicate project status through written reports.
- Manage and control the creation, use, and retention of all project artifacts.

TECHNICAL SKILLS

OPERATING SYSTEMS

Windows NT through Windows 10, Apache and MySQL (web and file servers), Apple iOS, and Android OS

MICROSOFT

MS Office 2019 and Office 365, Visio, Project, and SharePoint

ADOBE

Acrobat Pro and DC, PageMaker, Illustrator, Photoshop, and XD

DEVELOPMENT

HTML5, ARIA, CSS3, JavaScript, jQuery, AJAX, Bootstrap, 4, Zurb Foundation, D3, PHP

DESIGN AND UI/UX

UXPin, Figma, Adobe XD, InVision, Sketch, Justitime, and Balsamiq

DIGITAL ANALYTICS-RELATED

Google Analytics, and Website Optimizer, IBM Digital Analytics (Coremetrics), Adobe AEM and Analytics Cloud, Hootsuite and various other social media analytics apps

VERSION CONTROL AND PROJECT MANAGEMENT

GIT, and Agile PM using JIRA, Axure Confluence, AzureDevOps, VersionOne, using Skype for Business, Slack, and Teams.

ACCESSIBILITY (A11Y)-RELATED (W3C WCAG 2.1 - A, AA, AAA, AND SECTION 508)

Automated Testing/Reporting Platforms

Deque WorldSpace (Assure, Attest, Attain, and Comply), OdellusComplyFirst Pro 2012, and Level Access AMP

Manual Testing Tools

Microsoft Accessibility Inspector (AI), Deque's aXe, FireEyes (Firefox), WAT for Internet Explorer/Edge, Color Contrast Analyzer (FireFox), WAVE toolbar, W3C HTML Validator, AInspector, JuicyStudio Accessibility Toolbar, Accessibility Evaluation Toolbar (Chrome), DOM Inspector (Firefox), Firebug, ARIA Validator (Chrome), Inspect Object,

Assistive Technologies (ATs)

Freedom Scientific's Magic Adapted Keyboard and JAWS, Narrator, NVDA, ZoomText, VoiceOver (Mac / iPhone), Dragon Naturally Speaking, TalkBack (Android), ChromeVox (Chrome), keyboard-only, etc.

ORACLE

OpenOffice, Oracle 8i, Oracle Reports, Forms Builder certification

IT-RELATED EDUCATION AND CERTIFICATIONS

DEQUE UNIVERSITY, WORLDSPACE AND A11Y CERTIFICATION

Deque, Inc.
(Online Certification)
2018

BLOCKCHAIN IN GOVERNMENT WORKSHOP SERIES - BLOCKCHAIN AND ITS USE IN GOVERNMENT TRAINING WORKSHOP
II: AN ADVANCED TUTORIAL FOR GOVERNMENT EXECUTIVES, MANAGERS, AND STAFF

Potomac Forum
Washington, DC
2018

COMPLYFIRST PRO CERTIFICATION

Odellus, Inc.
Washington, DC
2016

HELLO DRUPAL TRAINING

FigLeaf Software Education Center
Washington, DC
2013

DHS TRUSTED TESTER PROGRAM - SECTION 508 ACCESSIBILITY CERTIFICATION

U.S. Federal Government
Washington, DC
2012

PMP BOOTCAMP TRAINING GRADUATE

Velociteach, Inc.
Arlington, VA
2011

LICENSED LIFE INSURANCE AGENT

New York Life, and MassMutual
DC, MD and VA Licensed
Registered Rep Certification, and Certified Long-Term Care Training
(Series 6, 63, CLTC Training, and CE Credits)
Bethesda, MD
2007-2013

MICROSOFT CERTIFIED SYSTEMS ENGINEER (MCSE), COMPTIA A+ CERTIFICATIONS GRADUATE, ORACLE DBA/DBD, ASP, JAVASCRIPT DEV TRAINING

Computer Institute
Rockville, MD
1996-2002

MACROMEDIA APPLICATIONS, HOMESITE, AND COLDFUSION TRAINING

FigLeaf Software Education Center, Washington, DC
2004-2005

MACROMEDIA APPLICATIONS, HOMESITE, AND COLDFUSION CERTIFICATION TRAINING

FigLeaf Software Education Center
Washington, DC
2003

PRE-MED STUDIES

Biology, Organic and Inorganic Chemistry, Microbiology, Genetics), Computer Science, Astrophysics, Advanced Mathematics, and Economics
Montgomery County Community College
Germantown, MD
1979-1985

MD ACADEMY OF SCIENCES HONORS PROGRAM FELLOW

Physics Department Internship in Optics, Lasers, Holography
University of Maryland
College Park, MD
Summer 1978

AMERICAN AIRLINES FLIGHT ACADEMY – SABRE CERTIFIED

SABRE Reservation System Training
Las Colinas, TX
1996

AMERICAN HEART ASSOCIATION COMPETITIVE FELLOWSHIP AWARD WINNER AND NIH SUMMER INTERN / CANCER RESEARCHER

Heart, Lung, and Blood Institute, Cellular Metabolism Lab, National Institutes of Health (NIH)
Bethesda, MD
Summers 1977, 1979, and 1980

GAITHERSBURG HIGH SCHOOL GRADUATE

Gaithersburg, MD
1977-1980

PERSONAL INTERESTS

- Thai Kwon Do (Black Belt)
- Cooking
- Traveling
- Scuba Diving
- Gardening
- Sailing

PROFESSIONAL ASSOCIATIONS

- Web Analytics Association (WAA)
- Women in Technology International (WITI)
- Association for Computing Machinery (ACM)
- Association of Internet Technology Professionals (AITP)

- CompTIA - ITPRO
- Institute of Electrical and Electronics Engineers (IEEE)
- Women in Computing (WIC)
- National Association of Professional Women (NAPW) Project Management Institute (PMI)
- United States Access Board Contributor
- 18F Contributor
- W3C WCAG 2.0 Web Content Accessibility Working Group Contributor
- DHS Trusted Tester Program Contributor

U.S. GOVERNMENT CLEARANCES

ACTIVE CLEARANCES

- **Interim Secret** (Secret in Progress since Dec 2019) - U.S Department of State, Office of Inspector General (OIG)
- **OPM SSBI Public Trust (Level 5C)** - U.S. Department of Treasury (DOT), U.S. Mint (USM), OPM SSBI
- **OPM SSBI Public Trust (Level 5C)** - U.S. Department of Treasury (DOT), Internal Revenue Service (IRS)

INACTIVE CLEARANCES

- **Secret** - U.S. Department of State (DOS)
- **Secret** - U.S. Department of Justice (DOJ)
- **OPM SSBI / Public Trust (Level 5C)** - U.S. Department of Homeland Security (DHS), Customs and Border Protection (CBP)

CONTRACT FOR PROFESSIONAL SERVICES

1. **Parties.** This is a contract for services between, _Charter Township of Ypsilanti_____ (hereinafter called "Township"), and _ CNC Consulting, Inc. _____, with a principal place of business in _50 E Palisade Ave, Suite 422, Englewood, NJ 07631_____, (hereinafter called "Contractor"). Contractor's form of business organization is _a Corporation____.
2. **Subject Matter.** The subject matter of this contract is services generally on the subject of _Website Revamp Consulting_____. Detailed services to be provided by Contractor are described in Attachment A.
3. **Compensation Amount.** In consideration of the services to be performed by Contractor, the Township agrees to pay Contractor, an hourly rate of \$ _135.00.
4. **Contract Term.** The period of Contractor's performance shall begin on _____, 20__ and end on _____, 20__.
5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the Township and Contractor.
7. **Termination for Convenience.** This contract may be terminated by the Township at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the Township prior to the effective date of termination.
8. **Attachments.** This contract consists of _1__ page including the following attachments which are incorporated herein:

Attachment A - Statement of Work
9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:
 - (1) Standard Contract
 - (2) Attachment A

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the Charter Township of Ypsilanti:

By the Contractor: CNC Consulting, Inc.

Date:

Date:

Signature:

Signature:

Name:

Name:

Title:

Title:

Attachment A - Statement of Work

Assist in the discovery of services the Township can provide through its public Website

Assist in defining and prioritizes the services a new Website should provide to its users

Assist in the development of design specification to be used in a formal RFP for a rebuild of the Township's Website

Assist in the development of "Content Creation and Posting Guideless" for Township staff

Assist in the promotion of its published RFP to increase the number of qualified responses

Assist in the review of qualified responses to the RFP

Work with various Township departments to ensure each department's needs are heard and evaluated

Assist in building guidelines and policies for publishing data on website.

NEW BUSINESS

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.

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) made this 18th day of January, 2021, between **Scott Chatfield**, a married man, whose address is 50683 Old Michigan Avenue, Belleville, MI 48111 (hereinafter "**Purchaser**"), and the **Charter Township of Ypsilanti**, a Michigan Charter Township, whose administrative offices are located at 7200 S. Huron River Drive, Ypsilanti, MI 48197 (hereinafter "**Seller**").

WITNESSETH:

Whereas, **Seller** owns three vacant parcels of land located in the Charter Township of Ypsilanti, Washtenaw County, State of Michigan, which parcels are identified 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:

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, *Purchaser* is interested in acquiring the aforementioned parcels owned by *Seller*, which parcels are located at 29 Broadmoor Avenue, 24 Lakewood Ave., and 30 Lakewood Ave., Ypsilanti, MI, (hereinafter "*Properties*").

It is hereby agreed as follows:

1. *Description of the Properties.*

Both the *Seller* and the *Purchaser* agree that the legal descriptions of the *Properties* was previously verified by Campbell Title on *April 20, 2020* as well as by Deputy Assessor Brian McCleery on *March 16, 2020* wherein an appraisal report was prepared by Deputy Assessor McCleery. This Appraisal Report prepared by Deputy Assessor McCleery provides both *Seller* and *Purchaser* with a definitive legal description and acreage content.

2. *Purchase Price.*

The Purchase Price for the *Properties* shall be *Ten Thousand Dollars*, payable by certified or cashier's check at the closing, subject to the provisions of paragraph 7.

3. *Conveyance.*

At the closing, the *Seller* agrees to convey its legal interest in the *Properties* to the *Purchaser* by a quit claim deed, subject to easements and restrictions of record and rights of way of record including all restrictions as set forth in Paragraph 13.

4. *Title Commitment and Title Insurance.*

The *Seller* shall deliver to the *Purchaser* a title insurance commitment issued by *Campbell Title Agency*, 1894 Whittaker Rd, Ypsilanti, MI 48197, certified to the *Purchaser*, within *ten (10)* days after the signing of the *Purchase Agreement* to be followed with a final title insurance policy to be issued after closing. The cost of the title insurance commitment and the title insurance policy shall be paid by the *Purchaser*.

5. *Title Objections.*

Once *Purchaser* has received the title insurance commitment from *Campbell Title Agency* the *Purchaser* shall have *seven (7)* days to review the title shown by the commitment. If the title is not satisfactory, the *Purchaser* must give the *Seller* written notice of the deficiencies in title that must be corrected. The *Seller* shall then have *seven (7)* days to cure the defects and have the commitment reissued in a form that meets the requirements of the *Purchaser's* written notice. If the defects cannot be corrected by that date, the *Purchaser* may either waive the defects or terminate this *Agreement*, and have its Deposit refunded upon five (5) days

written notice of this election. The *Purchaser* shall pay the entire costs of the title insurance premium at the time of closing.

6. *Due Diligence/Contingencies.*

Closing shall be contingent upon the occurrence of the following:

A. *Purchaser's* satisfaction with the title insurance commitment.

B. Once *Purchaser* timely notifies *Seller* that it elects to close as herein required, the earnest money deposit shall be nonrefundable and shall be applied as a credit on the *Purchase Price* at closing. See Paragraph 7.

C. Once *Purchaser* notifies *Seller* that it elects to close as herein required, by so doing *Purchaser* thereby affirms that it has thoroughly inspected the physical condition of the *Properties*. Furthermore, by so doing *Purchaser* acknowledges that it is satisfied with and that the *Seller* has made no representations or warranties with respect to the *Property*, and that the *Purchaser* takes the *Properties* at closing in "as is" condition.

7. *Earnest Money Deposit and Termination.*

Simultaneously with the execution of this *Agreement*, *Purchaser* has deposited with *Seller* the sum of \$500 as a good faith deposit. Said deposit shall be deposited with the offices of the Ypsilanti Township Treasurer and deposited into an FDIC institution and shall be applied to the *Purchase*

Price at closing. In the event *Purchaser*, after its election to close, fails to consummate the transaction contemplated hereby through no fault of *Seller*, the deposit shall be forfeited to *Seller* as liquidated damages. Any and all sums deposited hereunder shall be applied or refunded as provided herein. If the *Seller* refuses or fails to close, *Purchaser*, at its option, may elect to have as its sole and exclusive remedy either specific performance of this *Purchase Agreement* or have the deposit refunded to it in termination of this *Purchase Agreement*.

8. *Taxes and Assessments.*

The *Purchaser* shall pay all special assessments on the *Properties* that are assessed on or before the effective date of this *Agreement*. The *Purchaser* shall pay all assessments that arise after the effective date of this *Agreement*. Michigan real estate taxes on the *Property* shall be prorated to the date of closing, according to due dates, under the assumptions that taxes are paid in advance. *Purchaser* shall pay for all state and local transfer taxes.

9. *Closing.*

The closing shall take place within *thirty* (30) days from the date *Purchaser* notifies *Seller* of its election to close as provided in Paragraph 6C or as otherwise agreed to by the parties, but in any event, said closing shall be held prior to *February 16, 2021* unless agreed to by the parties. The closing shall be held at *Campbell Title Agency*. The *Seller* shall be

responsible for preparing the documents for the closing. The documents shall be delivered to the *Purchaser* for review at least *three (3)* days before the closing. At the closing, the *Seller* shall sign and deliver the quit claim deed for the *Properties* to the *Purchaser* as herein described subject to the Restrictions set forth in Paragraph 13. The *Purchaser* shall pay the real estate transfer taxes. The *Purchaser* shall pay for the recording fees and prepare and file all recording and transfer affidavits. Both the *Seller* and *Purchaser* shall sign a closing statement memorializing the transaction.

10. *Real Estate Brokers, Third Party Claims and Attorneys Fees.*

Purchaser represents and warrants that there are no claims or amounts due for any brokerage or salesman commissions or fees or for any finders' fees in connection with the transaction set forth in this *Purchase Agreement*. *Seller* likewise represents and warrants that there are no third party claims or amounts due for any brokerage or salesman commissions or fees or for any finders fees in connection with the transaction set forth, in this Purchase Agreement unless otherwise agreed to specifically between *Seller* and any broker. Each party further agrees to indemnify and hold and save the other party harmless from any claims or demands for commissions by persons claiming by or through such other party in connection with the transactions set forth in this *Purchase Agreement*. These representations and warranties shall survive the closing.

11. Notices.

Any notice required or permitted to be given or served upon any party hereto in connection with this *Purchase Agreement* shall be deemed to be completed and legally sufficient:

- A. When personally delivered with written acknowledgement of receipt; or
- B. One business day following the date it is deposited with an expedited mail service company for delivery on the next business day; or
- C. By facsimile transmission; or
- D. Two business days after the date when deposited in the United States Mail, certified, return receipt requested, postage prepaid; addressed as follows:

If to Seller: Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197
Attention: Clerk Heather Jarrell Roe

If to Purchaser: Scott Chatfield
50683 Old Michigan Ave.
Belleville, MI 48111

*With a copy to
Counsel for Seller:* Wm. Douglas Winters
McLain & Winters
61 North Huron St.
Ypsilanti, MI 48197
fax – 734-481-8909
mcwinlaw@gmail.com

12. *Possession.*

The *Seller* shall deliver possession of the *Properties* to *Purchaser* at the time of closing.

13. *Restrictions to Deed.*

Purchaser agrees that the deed conveyed by *Seller* shall be restricted in the following manner: Said properties can only be utilized for the uses as set forth in the Ypsilanti Township Zoning Ordinance for I-1 Industrial Uses with the restriction that said properties shall not be utilized for any medical marijuana facility as defined by the "*Michigan Medical Marijuana Act.*"

Purchaser also agrees to combine the three vacant parcels to the adjacent parcels located between Broadmoor and Lakewood which are also under the ownership and control of *Purchaser* and shall file all necessary documents with the Ypsilanti Township Assessing Department.

14. *Entire Agreement.*

This *Purchase Agreement* constitutes the entire agreement of the parties and all prior or contemporaneous oral or written agreements, understandings, representations and statements are merged into this *Purchase Agreement*. Neither this *Purchase Agreement* nor any provision hereon may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement is sought and then only to the extent set forth in such instrument.

15. *Governing Law.*

This *Purchase Agreement* shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

16. *Further Assurances.*

Each party shall do, execute, acknowledge and deliver all such further acts, instruments and assurances and take all such further action before or after the closing as shall be necessary or desirable to fully carry out this *Purchase Agreement* and to fully consummate and effect the transactions contemplated hereby.

17. *No Third Party Benefits.*

This *Purchase Agreement* is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns and no third party is intended to or shall have any rights hereunder.

18. *Time is the Essence.*

Time is of the essence in the performance of this *Purchase Agreement*.

19. *Interpretation.*

This *Purchase Agreement* shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both *Seller* and *Purchaser* have contributed substantially and materially to the preparation of this *Purchase Agreement*.

20. *Counterparts.*

This *Purchase Agreement* and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

21. *Successor and Assigns.*

This *Purchase Agreement* and the covenants, conditions and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, administrators, representatives and assigns.

22. *Captions and Pronouns.*

The section headings of the paragraphs contained herein are for convenience only and do not limit, define or construe the contents of such paragraphs. Whenever a personal pronoun is used in the neuter or gender, it shall be deemed to include masculine and feminine unless the context indicates to the contrary.

23. *Corporate Resolution.*

Simultaneous with the signing of this *Purchase Agreement*, *Seller* shall provide *Purchaser* and Campbell Title Agency with a certified resolution made pursuant to a duly held meeting of the Township Board of Trustees authorizing this transaction and designating the officers empowered to sign all necessary documents.

24. Effective Date.

The date shown on page 1 shall be the effective date of this
Agreement.

WITNESSED:

SELLER:

Charter Township of Ypsilanti
Brenda L. Stumbo, Supervisor

Dated: _____

Charter Township of Ypsilanti
Heather Jarrell Roe, Clerk

Dated: _____

PURCHASER:

Wm. David White
Shana Cunningham

Scott Chatfield

Dated: 1-18-2021



273.47

AVIS ST

BROADMOOR ST

LAKEWOOD AVE

TODD AVE

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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

Proposed 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.

Ordinance No. 2021 – XXX

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~~4—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.

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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 licenses](#) 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) any spirituous, vinous, malt, or fermented liquor, liquids and compounds, whether or not medicated, proprietary, patented, and by whatever named called, containing one-half of one percent or more of alcohol by volume which are fit for use for beverage purposes. This division shall define and classify alcoholic liquor according to alcoholic content as belonging to one of the varieties hereinafter defined.~~
- ~~(c)(b)~~ *Beer* means any beverage obtained by alcoholic fermentation of an infusion or decoction of barley, malt, hops or other cereal in potable water.
- ~~(d)(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 1/2 of 1% of alcohol by volume, or mead, or honey wine made from honey, fermented fruit juices other than grapes, and mixed wine drinks.](#)
- ~~(e) the product made by 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 percent of alcohol by volume, including fermented fruit juices other than grapes and mixed wine drinks.~~
- ~~(f)(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.*

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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/permit 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 forwarded 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 age 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, his place of birth, and, if a naturalized citizen, the time and place of his 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 of whether the applicant has ever had a similar or other license suspended, or revoked, or was found responsible for regulatory violations, and the disposition of such suspension, or 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 has never been convicted of a felony and 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 board prior to any final decision by the township board upon the application.

- (9) A statement that the applicant will not violate anyway-of-the 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 siteplat 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 licensee which the transferee has held a partial interest in.
- (13) A statement that all personal property taxes, ~~and~~ 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~~ there exists a violation of ~~the~~ applicable building, electrical, mechanical, plumbing, ~~or~~ 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 do ~~es~~ not, or will not reasonably soon after commencement of operations, fully comply with zoning and site plan requirements including have ~~ing~~ adequate off-street parking, lighting, refuse disposal facilities, screening, landscaping, noise, or nuisance control; or where a nuisance ~~does exist~~ 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 capability 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 ~~the~~ receipt of a ~~the~~ fully completed application, fees and ~~each~~ 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 police department law enforcement agency, the fire department, the building department, the township treasurer, and such other departments as may be required by the particular case. These applicable departments shall fully investigate the applicant, inspect the site and building where the requested license would be used, and submit make their 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 prior to consideration by the township board, who, in making its review, 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 applications for any type of license or permit required in this division, the applicants shall pay the following all required fees established by resolution of the township board, some or all of which may be nonrefundable, which shall be nonrefundable:
- (1) ~~Application for a new or transferred "on-premise" liquor license \$1,000.00~~
 - (2) ~~Change of stock interest in corporation of existing license holder: (fee is per person requiring investigation) \$ 150.00~~
 - (3) ~~Special license for bona fide nonprofit organizations who qualify as such in accordance with the rules and regulations of the Michigan Liquor Control Commission no charge~~
- The established fees. The above charge 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 must~~ be paid in full made 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 ~~or, and shall if different,~~ conform to requirements and expiration cycles of state law, ~~if the applicable state law is deemed to preempt local governing authority.~~ 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

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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.

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(gf) *Reservation of authority.* No such applicant for a liquor license has the right to the issuance of such license ~~to him, her or it~~, 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.

(hg) *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.

(ih) *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 ~~of~~ 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 ~~township clerk shall instruct the~~ liquor enforcement officer involved ~~shall~~te 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.~~47~~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. —Disturbs the peace, order, and tranquility of the neighborhood.~~
 - cd. 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.
 - de. —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/water 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~~ ~~400.00~~ 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, among other things,~~ 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~~ not less than monthly, 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 either the township clerk or the Washtenaw County Sheriff,~~ 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~~400.00 or both, in the discretion of the court. Each day that a violation continues to exist shall constitute a separate offense.

Township Liquor Committee

Stan Eldridge Township Treasurer
Debbie Swanson Township Trustee
Jimmie Wilson, Jr. Township Trustee



Charter Township of Ypsilanti
7200 S. Huron River Drive – Ypsilanti, MI 48197
(734) 484-4700 * (734) 484-5155 Fax
www.ytown.org

LIQUOR LICENSE APPLICATION PROCESS & FORM

LICENSING POLICY:

This policy establishes an application and review process for the issuance of both new and the transfer of existing licenses into the Charter Township of Ypsilanti, or between or among applicants. The process is intended to insure that the individuals and entities seeking licenses from, or charged with operating licensed establishments within, the Charter Township of Ypsilanti meet certain minimum requirements as to criminal history, past conduct, and ongoing business operations standards. It requires that the Charter Township Liquor Committee’s review of application information in light of certain criteria that is established for purposes of identifying the kinds of facilities that qualify for a license. It reserves to the Charter Township of Ypsilanti any, and all, discretion afforded under applicable law relating to the issuance of licenses.

As a general matter of policy, applicants for a license will need to demonstrate an identifiable benefit to the Charter Township of Ypsilanti and its residents resulting from the granting of the license. While all of the criteria set forth in this policy are relevant to the decision as to whether to grant a license, an applicant must demonstrate in particular that the proposed facility:

1. Will provide a service product, or function that is not presently available within the Charter Township of Ypsilanti, or that would be unique to the Charter Township of Ypsilanti, or to an identifiable area within the Charter Township of Ypsilanti.
2. Is of a character that will foster or generate economic development or growth within the Charter Township of Ypsilanti, or an identifiable area within the Charter Township of Ypsilanti, in a manner consistent with the Charter Township of Ypsilanti’s policies; or,
3. Represents an added financial investment on the part of a long-term business or resident with recognized ties to the Charter Township of Ypsilanti and the local community.
4. Will have a positive impact on surrounding businesses and neighborhoods.
5. Will have an appropriate relationship between area buildings and land uses.
6. Will have a positive impact pedestrian movement, vehicular movement, parking availability and crowd control in the immediate area.
7. Will not create an improper concentration of licenses, concentration and capacity of similar establishments in the same area.
8. Will not create a concentration of drinking establishments and have a negative impact on policing requirements.
9. Will create an overall benefit to the Charter Township of Ypsilanti.
10. Will not create any other factors that may affect health, safety and welfare or the best interests of the community.

The weight to be given to each item of the criteria identified in this application, and the determination whether a particular applicant meets or satisfies those criteria is intended to be within the sole discretion of the Charter Township of Ypsilanti Liquor Committee, and ultimately the Charter Township of Ypsilanti Board of Trustees.

The Township Board of Trustees for the Charter Township of Ypsilanti is responsible to the residents of the township. Therefore, liquor licenses will be granted when it is in the best interest of the citizens of the township to do so. Those applications which indicate substantial benefit to the citizens of the township will receive the highest consideration. The application will indicate the criteria to determine the most eligible applicants.



REQUIREMENTS AND PROCEDURES:

1. Complete the Michigan Liquor Control Commission Application. You can contact the M.L.C.C. in Lansing at 517-322-1400, or toll free at 1-866-813-0011.
2. The applicant shall fully complete the Charter Township of Ypsilanti Liquor License Application Form and return to the Charter Township of Ypsilanti Clerk's Office **within 30 business days**.
3. The applicant shall attach with the Liquor License Application Form a **cover letter** that will provide an overview of the request being made.
4. The applicant shall attach a **non-refundable application fee** of \$2,500.00, plus \$200.00 for each person with a financial or management interest in the application including, but not limited to, partnership partners, corporate officers and directors. Please make the check payable to the Charter Township of Ypsilanti.
5. ***Site Plan** – (1 copy – signed and sealed by a registered architect/engineer). If the facility is to be located in a proposed building for which the site plan has not yet been obtained, or in an existing building that is to be remodeled, you must submit a conceptual site plan showing the proposed building and the relationship of the building to the surrounding properties and their uses.
6. **Zoning** – The applicant shall provide a copy of the Zoning Permit or Clearance from the Building Director that the proposed location is in compliance with the Charter Township of Ypsilanti Zoning Ordinance.
7. **Certificate of Occupancy** – The applicant shall provide a Certificate of Occupancy, or similar clearance, from the Charter Township of Ypsilanti Building Director that the structure and premises are in compliance with local code provisions.
8. **Taxes** – The applicant shall provide written evidence from the Charter Township of Ypsilanti Treasurer's Office that all real and personal property taxes associated with the premises are paid and that all real and personal property taxes in the name of the applicant are paid.
9. **Adherence Part 1** – The applicant shall provide a written, and signed, statement that they will not violate any laws of the State of Michigan, nor the ordinances of the Charter Township of Ypsilanti, in conducting the business where the liquor license will be used and that a violation on the premises may be cause for the Charter Township of Ypsilanti objecting to renewal of the license or for requesting revocation of the license.
10. **Adherence Part 2** – The applicant shall provide a written statement that they understand that the Charter Township of Ypsilanti has an ordinance prohibiting public nudity, and a violation of the ordinance on the premises where the liquor license is used will be cause for objecting to renewal of the license, or requesting the revocation of the license.
11. ***Building Façade Plan** – (1 copy – signed and sealed by a registered architect/engineer) – all sides, including signage. If the proposed building final site plan has been previously approved by the Charter Township of Ypsilanti Planning and Community Development Department and there are **no** changes, then please submit a letter of verification stating there will be no such changes along with this application.
12. ***Interior Plan with seating arrangement** (1 copy – signed and sealed by a registered architect/engineer). If the proposed interior has been previously approved by the Charter Township of Ypsilanti Building Department and there are no changes, then please submit a letter of verification stating there will be **no** such changes along with this application.
13. **Redevelopment Applicants ONLY** – The applicant shall provide documentation that the applicant has invested at least \$100,000 for the rehabilitation or restoration of the building over a period of the preceding five (5) years, or documentation that



the applicant has, or will commit, a capital investment of at least \$100,000 that will be expended for rehabilitation or restoration of the building before the license is issued.

14. **Menu** – The applicant shall provide one (1) full copy of the menu, drink list, etc.

*No site plan, building façade plan, interior plan or any part thereof, may be changed by the applicant once they have secured approval in conjunction with the Charter Township of Ypsilanti liquor licensing process. The applicant must submit separate plans and fees as required by other Charter Township of Ypsilanti departments and consultants in accordance with standard review procedures, if applicable.

*Please note that approval of the Charter Township of Ypsilanti Liquor Committee, or the Charter Township of Ypsilanti Board of Trustees DOES NOT take the place of, or avoid, any permitting processes of the Charter Township of Ypsilanti, including, but not limited to Building, Zoning, Fire, ADA, etc. Significant issues with regards to non-conforming uses may arise after the applicant properly submits detailed plans for such construction and/or permits.

SPECIAL CIRCUMSTANCES:

Transfers that involve the following circumstances may be placed on a Charter Township Board of Trustees Agenda for consideration without payment of a fee and without the necessity of furnishing the information required for a new license:

- (1) The exchange of the assets of a licensed sole proprietorship, licensed general partnership, or licensed limited partnership for all outstanding shares of stock in a corporation in which the sole proprietor, all members of the general partnership, or all members of the limited partnership are the only stockholders of that corporation.
- (2) The removal of a member of a firm, a stockholder, a member of a general partnership or limited partnership, or association of licensees from a license.
- (3) The occurrence of any of the following events:
 - (a) A corporate stock split of a licensed corporation.
 - (b) The issuance to an existing stockholder of a licensed corporation of a previously unissued stock as compensation for services performed.
 - (c) The redemption by a licensed corporation of its own stock.
 - (d) A corporate public offering.

OTHER:

Should an application be denied by the Liquor Committee, or by the Charter Township of Ypsilanti Board of Trustees, the application packet shall be returned to the applicant upon their request. Such a request shall be made **within 5 business days** of the final denial. If a request for the return of the documents is not made, they shall be destroyed by the Charter Township of Ypsilanti.

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Township Liquor Committee

Stan Eldridge Township Treasurer
Debbie Swanson Township Trustee
Jimmie Wilson, Jr. Township Trustee



Charter Township of Ypsilanti
7200 S. Huron River Drive – Ypsilanti, MI 48197
(734) 484-4700 * (734) 484-5155 Fax
www.ytown.org

LIQUOR LICENSE APPLICATION FORM

Application must be completed, in full, by the Managing Partner / Member, or other Officer authorized in writing to make decisions on behalf of the organization.

SECTION 1:

Name: _____ Date of Birth: _____

Home Address: _____ Phone: _____ Fax: _____

City: _____ State: _____ Zip: _____

Position in Company: _____ Email Address: _____

Name of Business: _____

Address of Business: _____

Trade Name (DBA) under which the establishment will be operated (if different from above): _____

Federal Tax I.D. Number: _____

Type of License: (Check One)

- Class C A-Hotel B-Hotel Tavern Club Re-Development Class G-1, G-2
- Resort Brewer Brew-Pub Micro-Brewery Wine Tasting Room Small Winemaker
- Small Distiller Brandy Manufacturer Transfer

Type of Permits:

- Sunday Sales Add Bar Entertainment Sales Outdoor Sales SDD and/or SDM (incurs no fee)

Before/After Hours for: _____ Dance and Entertainment Permit

1. Will the Applicant operate the establishment? Yes No
2. Mailing Address of Establishment (if different from above)

Mailing Address: _____

City: _____ State: _____ Zip: _____

3. Form of Business:

- Sole Proprietorship Partnership Corporation Limited Liability Association Company
- Club Other _____

Please provide copies of: DBA Certificate, Article of Incorporation, Articles of Organization, Bylaws, and any other written agreements that are applicable, as well as previous three years State sales tax filing.



SECTION 2:

1. Please briefly describe the type, and name, of establishment (bar, restaurant, lounge, etc.)

2. The business has been in operation for _____ years.
 - A. Capacity of business for that time period? _____

3. Primary purpose of business? (Beer / Tavern, Micro Brewery, etc.) _____

4. Have you ever been granted a Michigan, or other state, liquor license? Yes No
If yes, please explain _____

5. List the days and hours of operation _____
6. What is the present, or will be, the patron capacity? _____
7. What is the square footage of the building? _____
8. How many employees are on your existing staff? _____ How many employees will be on your future staff? _____
9. What is, or will be, the hours of operation? _____
10. If the license is granted, will the business stay in the same location? Yes No
11. Will the business be your fulltime employer? Yes No
12. Do you presently own the building? Yes No

If you do not own the building, please provide the following information, and a copy of the lease agreement, including financials:

Building Owner's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Term of the Lease, with details of the lease: _____



13. Please provide Landlord references for the past 10 years, for existing building locations:

- A. Name: _____
Address: _____
City: _____ State: _____ Zip: _____
- B. Name: _____
Address: _____
City: _____ State: _____ Zip: _____
- C. Name: _____
Address: _____
City: _____ State: _____ Zip: _____

14. If you presently own the building, but it is subject to a mortgage or being purchased under a land contract, please answer the following:

- Name of the Mortgage / Land Contract Holder: _____
Address: _____
City: _____ State: _____ Zip: _____
Balance Owing: _____ Repayment Terms (including interest rate): _____

15. If the license is granted, will any of the following occur: (If not, you can mark N/A next to each and proceed to #16)

- A. Renovation to the building? If yes, explain: _____

- B. Estimated costs of renovations? _____
- C. Will the patron capacity increase? If yes, by how many _____
- D. Will the number of employees be increased? If yes, by how many _____

16. Have you ever been involved in a lawsuit, legal proceedings, or administrative hearings related to improper training, over-serving customers alcoholic beverages or been cited for any Health Department Violations in any jurisdiction? Yes No
If yes, please explain below in detail (include dates, locations, case numbers and dispositions)



17. If the business for which the liquor license does not presently exist, please complete the following items:
- A. Location of the proposed site? _____
 - B. Size of the facility to be built? _____
 - C. Estimated cost of the facility? _____
 - D. Expected staff requirements? _____
 - E. Expected patron capacity? _____
 - F. Expected parking capacity needed? _____
 - G. What will be the primary purpose of the business? _____
 - H. Does the property have the necessary zoning? _____
 - I. Has a building permit been issued? _____
 - J. Will the facility be built if a license is not granted? _____
 - K. Describe the proposed facilities in detail: (Use additional sheets if needed) _____

18. Total costs of leaseholder improvements? _____
19. Total costs of building improvements? _____
20. Total cost of equipment? _____
21. Can living quarters be reached from inside of the establishment, without going outside? Yes No
22. Are gas pumps on the premises or directly adjacent? Yes No
23. Does the business possess a license from the Michigan Bureau of Lottery? Yes No
- If yes, please attach a copy of the license.
24. Does the business possess any other type of license issued by any other government agency? Yes No
- If yes, please attach a copy of the license.

SECTION 3:

1. As was stated earlier in the application form, the Charter Township of Ypsilanti will use certain criteria in determining the most eligible applicants. Amongst that criteria are the following items:
- A. The location of the building should be easily accessible and adjacent to the populated areas of the township.
 - B. Is the business to be located on, or adjacent, to major traffic arteries?



- C. The size and patron capacity of the facility.
- D. The number of jobs to be created by the business

2. Why do you believe that you should be granted a liquor license? _____

3. Have you, or any of the applicants, ever been convicted of a crime, including moral turpitude, violence or alcohol violations? If yes, please explain and include locations, case numbers and disposition: Yes No

4. Are you disqualified to receive a license by reason, or any matter or thing, contained in the Charter Township of Ypsilanti Liquor License or laws of the State of Michigan? Yes No

5. Please provide a statement that you will not violate any of the laws of the State of Michigan, the United States of American, or any Ordinances of the Charter Township of Ypsilanti in the conduct of your business: _____

6. Fingerprints of the applicant, manager, and officers in the case of a club, society or corporation must be on file with the Washtenaw County Sherriff's Office prior to your approval. Have you completed this requirement? Yes No
If yes, please provide a receipt, or proof, of your adherence.

SECTION 4: (FOR NEW BUSINESSES ONLY)

- 1. Please provide a copy of your franchise agreement, including a copy of all financials (if applicable):
- 2. What is the total cost of investment? _____
- 3. What is the total cost of equipment? _____
- 4. Please identify all major sources of capital for the business: _____

- 5. Please provide a description of any training or experience related to managing or owning a business, administering a business's finances, or working in a business with a liquor license:



- 6. Projected annual food sales: _____
- 7. Projected annual liquor sales: _____
- 8. How many staff members do you expect to employ: _____ Full time _____ Part time

SECTION 5: (FOR EXISTING OR CURRENTLY OWNED BUSINESS ONLY)

- 1. Please provide a copy of your franchise agreement (if applicable)
- 2. What is the length of time that this business has been in operation? _____
- 3. What is the total cost of investment? _____
- 4. What is the total cost of the building? _____
- 5. What are the annual food sales? _____
- 6. What are the projected liquor sales? _____
- 7. Does the business have any existing loans or debts? Yes No If yes, please explain: _____

- 8. How many current full-time / part-time employees do you expect to add if approved for a liquor license?
Full-Time: _____ Part-Time: _____ Projected New Employees: _____
- 9. Has the business ever had State or Federal Tax Liens filed against it? Yes No If yes, please explain: _____

SECTION 6:

- 1. The following questions must be answered by each and every member, partner, or shareholder of greater than 10% of stock, as applicable. (Attach additional pages if necessary)
First Name: _____ Middle: _____ Last: _____
Position held in the organization: _____ Amount of stock owned: _____
Address: _____
City: _____ State: _____ Zip: _____
Cell / Home Phone: _____ Business Phone: _____
- 2. Are you a resident of Michigan: Yes No If yes, how long have you lived in Michigan? _____



3. List all previous names, or alias, that you have used at any time: _____

4. Have you ever filed for personal bankruptcy protection: Yes No

5. If yes, please provide the dates the bankruptcy action was filed and closed, the disposition of the bankruptcy, and the chapter under which the bankruptcy was conducted:

6. Has any company in which you were a sole proprietor, partner, member or owner of more than 10% of stock ever filed for bankruptcy protection? Yes No

7. If yes, please provide the dates the bankruptcy action was filed and closed, the disposition of the bankruptcy, and the chapter under which the bankruptcy was conducted: _____

8. Have you ever had State or Federal Tax Liens filed against you: Yes No If yes, please explain: _____

SECTION 7:

1. Please list below **ALL** employer(s) and **ALL** occupations for the past 10 years.

Employer

Occupation

Date of Service

2. Please give the names, addresses and telephone numbers of three (3) citizens who know your reputation in the community in which you have lived and done business during the past 10 years.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____



Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

3. Do you or any member of your immediate family hold a license for the sale of alcoholic beverages at the present time, either as an individual, membership of a partnership or LLC or shareholder of at least 10% in a corporation? Yes No

If yes, please list the type of license: _____

Also, please list below the name in which the license is issued and the relationship to you:

Name: _____ Relationship to you: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

4. Have you, or any member of your immediate family, previously held a license or any interest in a license for the sale of alcoholic beverages in the State of Michigan, or anywhere else in the United States? Yes No If yes, please list below the type of license and also list the name in which the license was issued and the relationship to you:

Name: _____ Relationship to you: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Please briefly describe the type of establishment (bar, restaurant, lounge, etc.) in detail: _____



SECTION 8:

1. Waiver and Release

I (applicant), _____, authorize the Charter Township of Ypsilanti to investigate all statements contained in this Application including but not limited to employment and income verification, references, to obtain credit reports and/or criminal history, and to periodically update this information if (name of business establishment here) _____ is granted a license for as long as it conducts business in connection with the license in the Charter Township of Ypsilanti, I expressly authorize the Charter Township of Ypsilanti, or the Township’s agent (including a collection agency) to obtain consumer credit reports, and hereby waive any claim against the Charter Township of Ypsilanti incident to obtaining consumer credit reports and release the Charter Township of Ypsilanti from any liability connected therewith.

Signature of Applicant: _____

Printed Name of Applicant: _____

Date: _____

2. I (applicant), _____, agree that should the Charter Township of Ypsilanti approve my application for the license for which I have applied, that my intent is to operate the business listed in this application within the boundaries of the Charter Township of Ypsilanti, and should I decide to sell my business, cease operations or in any other way I will return the license to the Charter Township of Ypsilanti forthwith at no cost whatsoever to the Charter Township of Ypsilanti.

Signature of Applicant: _____ Date: _____

Printer Name of Applicant: _____

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3. I hereby authorize the Charter Township of Ypsilanti, its agents, and employees, to seek information and conduct an investigation into the truth of the statements set forth in this application, and the qualifications of the applicant for the license, and I will execute any waivers or authorizations for the release of information deemed necessary or expedient by the Charter Township of Ypsilanti upon request. I understand that the Charter Township of Ypsilanti may deny this application, or make approval contingent on the completion of one or more additional requirements, which may include providing the Charter Township of Ypsilanti with a personal or business credit card history from a credit reporting agency, executing an agreement restricting the transfer or use of the liquor license applied herein, or any other requirement deemed necessary or expedient by the Charter Township of Ypsilanti.

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

I, (name of applicant) _____, hereby declare under penalty of perjury that the foregoing information in the application is true and correct; that I have fully understood each of the questions; and that I understand any falsification or omission is grounds for denial or if issued a license grounds for revocation or recommendation for non-renewal.

Signature of Applicant: _____

Printed Name of Applicant: _____

On the _____ day of _____, 20_____, _____
(Name)

did appear before me, as a Notary Public, in and for said County, and being duly sworn by me, did state (s)he is the applicant of the within application, and that the information contained within the application is true, correct and complete.

Notary Public

Acting in _____ County, Michigan

My Commission expires on: _____

4. I hereby certify that the above information and answers in this application are true and correct, and that I have read, and am aware, of the provisions of the Charter Township of Ypsilanti Ordinance #99-211 and #99-212 pertaining to liquor licenses and enforcement:

Applicant's Signature: _____ Date: _____

Applicant's Printed Name: _____ Date: _____

Receipt#: _____ Amount: _____ Date: _____



FEE SCHEDULE

(Effective March, 11th, 2020)

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

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FOR CHARTER TOWNSHIP OF YPSILANTI CLERK'S OFFICE USE ONLY:

Date Received (Clerk's Office Staff Member's Name): _____

Application Packet Received By (Clerk's Office Staff Member's Name): _____

Date Fee Paid (Clerk's Office Staff Member's Name): _____

Fee Received By (Clerk Office Staff Member's Name): _____

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.

LIQUOR LICENSE APPLICATION

FEE SCHEDULE

(Effective upon adoption)

New On-Premise license (such as Class C, Tavern, Hotel)	\$5,000
New Manufacturing or Non-Retail License with On-Premise Permit (such as Micro-Brewer and Wine Maker)	\$5,000
Transfer of Location & Ownership of Existing On-Premise License	\$5,000
Transfer of Location of Existing On-Premise License Previously Approved by Ypsilanti Township	\$2,500
Transfer of Ownership of Existing On-Premise License Previously Approved by Ypsilanti Township	\$2,500
Transfer of Location of Existing On-Premise License Previously Approved Outside of Ypsilanti Township	\$5,000
Other Changes (stock ownership, addition of space, deletion of partner, etc.)	\$1,000
Other Required Changes not Specified	\$1,000

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN NEWMAN
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON JR.



Charter Township of Ypsilanti

Recreation Department/
Community Center

2025 East Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3807
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838
ytown.org

Memorandum

To: Ypsilanti Township Board of Trustees

From: Angie Verges, Recreation Services Manager

CC: Mike Hoffmeister, Residential Services Manager

Date: January 27, 2021

Subject: Board Agenda Item: Approval of the Washtenaw County Senior Nutrition Contract for
2019-2020

The Recreation Department is requesting approval of the 2019-2020 Senior Nutrition contract. Although services have already been provided, we need to submit a new signed contract in order to receive the funds owed to us for the 2019-2020 year.

The Township approved and sent the county a signed contract, but it was never returned. The county resubmitted a new contract for 2019/2020 that was substantially different than what was approved

Attorney Winters has reviewed the new contract and found it ready to be submitted as a Board Agenda item. The contract is attached for your review.

Please place this item on the February 2, 2021 Township Board meeting agenda for review/approval.

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 # _____

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN NEWMAN
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON JR.



Charter Township of Ypsilanti

Recreation Department/
Community Center

2025 East Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3807
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838
ytown.org

Memorandum

To: Ypsilanti Township Board of Trustees

From: Angie Verges, Recreation Services Manager

CC: Mike Hoffmeister, Residential Services Manager

Date: January 27, 2021

Subject: Board Agenda Item: Approval of the Washtenaw County Senior Nutrition Contract for [2020/2021](#)

The Recreation Department is requesting approval of the 2020-2021 Senior Nutrition contract. Although our Senior program is not currently meeting due to COVID-19 we need a contract in place when we are ready to reopen.

Attorney Winters has reviewed the contract and found it ready to be submitted as a Board Agenda item. The contract is attached for your review.

Washtenaw County is moving to the use of Docu-Sign for the signing of all contracts. We are asking that future Senior Nutrition contracts be signed by the appropriate authorizers, using Docu-Sign. After speaking with Javonna regarding this, she indicated that there is no specific financial policy related to the use of Docu-Sign. **Future contracts would still be brought before the Board for approval before signing using Docu-Sign.**

Please place these items on the February 2, 2021 Township Board meeting agenda for review/approval.

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.

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN P. NEWMAN
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON JR.



Residential Services
Department

7200 S. Huron River Drive
Ypsilanti, MI 48197

ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Mike Hoffmeister, Residential Services Director

Date: January 27, 2020

Subject: Request Authorization to apply for the 2021 Community Development Block Grant for \$157,154 to complete design and engineering of phase #2 of Ypsilanti Township's portion of Reimagine Washtenaw Avenue.

The Residential Services Department is requesting authorization to apply for the 2021 Community Development Block Grant (CDBG) for \$157,154 to complete design and engineering of phase #2 of Ypsilanti Township's portion of Reimagine Washtenaw Avenue. This includes new sidewalks and infill of sidewalk gaps on Washtenaw Avenue starting where we left off in summer of 2020 and going east to Hewitt Road.

After meetings with Washtenaw County officials, it was determined that the 2021 CDBG Allocation to Ypsilanti Township will be \$157,154. Staff believe that the priority needs to continue to be the completion of the Reimagine Washtenaw Avenue initiative.

The approval and completed application would allow staff to apply, with the assistance of Washtenaw County staff, and allocate this 2021 funding to the design and engineering as well as the completion of any easements necessary for the completion of the project. Following the engineering, design and easement work completed in 2021, staff plan to apply for CDBG funding in 2022 to complete construction of this

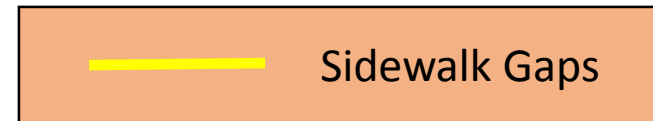
Mike Hoffmeister
Residential Services Director
mhoffmeister@ytown.org
734-544-3515

Ypsilanti Charter Township Remaining Washtenaw Avenue Sidewalk Infill



Preliminary Construction Cost Estimate

	Pittsfield Township	Ypsilanti Township	Ypsilanti
Sidewalk Cost	\$6,185	\$181,782	\$81,412
Lump Sum Cost	\$5,796	\$170,100	\$76,104
Contingency (20%)	\$1,237	\$36,356	\$16,282
Total Estimated Cost	\$13,218	\$388,239	\$173,799



**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	\$6,000.00
		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><u>\$6,000.00</u></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.

2021 Fund 206 – Fire Budget Revenues

**Amend 2021 budget to move Fire Capital Millage and Pension Millage to their own separate funds. Fire Special Millage Capital Fund will be Fund 217 and Fire Pension & OPEB Millage Fund will be Fund 216. This has been recommended by our auditor, Rana Emmons of PSLZ LLP.
Requested 2/2/2021**

<u>Line Item</u>	<u>Explanation</u>
206-000-000-402-005 – Current Taxes Fire Retirement, Pension & OPEB	Reflects revenues from taxes that are collected for the fire pension. This revenue estimate is based on taxable values and projected adjustments from Board of Review, Michigan Tax Tribunal and other state approved assessment reductions like Industrial Facilities exemptions and Renaissance Zones. Move to the Fire Pension Fund 216.
206-000-000-402-006 – ESA Reimbursement Pension	Figures provided by the Accounting Director. Move to the Fire Pension Fund 216.

<u>Line Item</u>	<u>Explanation</u>
206-000-000-403-000 – Current Property Taxes	Reflects revenues from taxes that are collected for the Fire Department. This revenue estimate is based on taxable values and projected adjustments from Board of Review, Michigan Tax Tribunal and other state approved assessment reductions like Industrial Facilities exemptions and Renaissance Zones.
206-000-000-403-001 – ESA Reimbursement OP	Figures provided by the Accounting Director.
206-000-000-403-010 – Current Capital Improvement Taxes	Reflects revenues from taxes that are collected for the Fire Department. This revenue estimate is based on taxable values and projected adjustments from Board of Review, Michigan Tax Tribunal and other state approved assessment reductions like Industrial Facilities exemptions and Renaissance Zones. \$694,614 is budgeted for 2021 Move to Fire Special Millage Capital Fund 217
206-000-000-403-020 – ESA Reimbursement Cap	Figures provided by the Accounting Director. Move to Fire Special Millage Capital Fund 217
206-000-000-405-000 – In Lieu of Taxes	Revenues from PILOT for Clark East Towers. \$6,000 is budgeted for FY-2021.
206-000-000-417-000 – Delinquent Personal Property Tax	Revenue from delinquent personal property taxes. Nothing budgeted for FY-2021.
206-000-000-476-491 – Fire Protection Permit	Fees charged for non-business licenses for fire alarm/fire suppression systems inspections. No change for 2021
206-000-000-607-011 – Fire Plan Review – Chg for Service	Fees charged for fire plan reviews. No change for 2021

Line Item

Explanation

206-000-000-607-012 – Address Assign – Chg for Service

Fees charged for an address assignment for a residence or business. Increase \$500 for 2021

206-000-000-607-270 – Liquor Inspect – Chg for Service

Fees charged for business liquor license inspections. No change for 2021

206-000-000-664-001 – Interest Earned

Interest earned on accounts. Figures provided by the Accounting Director.

206-000-000-694-004 – Other Interest Miscellaneous

Miscellaneous income (ACM Fire Truck Lease agreement). Nothing budgeted for 2021.

206-000-000-699-000 – Appropriated Prior Year Balance

Amount needed from fund balance to fund capital outlays and debt service. Projected for FY – 2021 \$0

2020 Expenditures

Line Item	Explanation
206-206-000-705-000 – Salary-Supervision	Salary of the Fire Chief. Increase of 2.5% for 2021.
206-206-000-705-002 – Salaries-Officers	Salaries of Fire Marshal, 3 Captains & 3 Lieutenants. Decrease shown due to a retirement within the department.
206-206-000-706-000 – Salary-Permanent Wages	Salaries of 19 career firefighters. Increase of 2.5% for 2021.
206-206-000-706-011 – Permanent Wages-Fire Clerical	Salary of AFSCME clerical staff. No increase is budgeted for 2021 since revenues are uncertain at this time and contract negotiations begin later this year. Increase shown in salary due to error in 2020 budget.
206-206-000-708-004 – Salaries Pay Out-PTO & Sick Time	Cost for payouts of PTO or sick time to firefighters. Request amount of \$57,026.
206-206-000-708-005 – Salaries Pay Out - Retirees	Payouts to employees who are eligible for the Deferred Retirement Option Plan (DROP). Employees hired before 1/1/2014 may elect to freeze their retirement benefit in the traditional defined benefit plan and enter into the DROP upon attainment of regular service retirement eligibility of twenty-five (25) years of credited service. Request amount of \$5,000.
206-206-000-708-007 – Fire Comp Time Payout	Cost of banked comp time to firefighters. Request amount of \$116,328.

Line Item	Explanation
206-206-000-708-008 – Retiree Time Payouts	Cost of payout of retiree or long term leave to firefighters. Request amount of \$9,174.
206-206-000-708-010 – Health Insurance Buyout	Used for health insurance buyout for employees who receive health insurance through another source.
206-206-000-708-200 – Fire Fighter Clothing Allowance	Annual clothing allowance for employees per union agreement. Figures provided by Human Resources.
206-206-000-708-206 – Fire Fighter Food Allowance	Annual cost of employee meals per union agreement. Figures provided by Human Resources. Slight decrease for 2021.
206-206-000-709-000 – Regular Overtime	Regular overtime costs for firefighters per CBA. Figures provided by Human Resources.
206-206-000-709-001 – Holiday Overtime	Holiday overtime costs for employees per CBA.
206-206-000-709-002 – Salary-Contractual Overtime	Contractual (FLSA) overtime to employees. Figures provided by Human Resources.
206-206-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
206-206-000-717-000 – Salaries-Holiday Pay	Annual cost of holiday pay for employees. Figures provided by Human Resources.
206-206-000-719-000 – Health Insurance	We received our renewal rates for 2021, they decreased by -0.51% from the current 2020 rates.

Line Item	Explanation
206-206-000-719-001 – Sick & Accident	Our rates for disability insurance are \$381.96/year for each non-fire department employee and are good through September 2021. No increase is budgeted at this time. Figures provided by Human Resources.
206-206-000-719-003 – Employee Paid Health Contra	Amount employees pay toward health care coverage.
206-206-000-719-005 – Hospital Physicals	Annual cost for employee respiratory testing and physicals. No change for 2021.
206-206-000-719-010 – Health Care Tax	The health care tax is calculated by BCBS and is for the Affordable Care Act for Federal and State taxes and fees (Federal insurance premium tax, Comparative Effectiveness Fee, Reinsurance Fee, Marketplace Fee, Risk Adjustment Fee, Michigan Claims Tax, State Insurance Premium Tax). These taxes are now included in the monthly premiums and are allocated to the proper departments.
206-206-000-719-015 – Dental Benefits	There will be no increase in dental rates in 2021. Two year reduction guaranteed until 12/31/2021. Decrease shown due to coverage change.
206-206-000-719-016 – Vision Benefits	We received our renewal rates for 2021, they increased by 15% from the current 2020 rates.

Line Item	Explanation
206-206-000-719-020 – Health Care Deduction	Cost to fund the Clarity Benefits card associated with the health insurance plan. Health care deductible accounts are budgeted at 70% of the total that could possibly be expended. Increase shown due to coverage change.
206-206-000-719-021 – Admin Fee-Health Deductible	Cost to manage card used to pay the health care deductibles, administered by Clarity Benefits.
206-206-000-720-000 – Life Insurance	Our rates for life insurance are \$226.80/year for each non-fire department employee and are good through September 2021. No increase is budgeted at this time. Figures provided by Human Resources. Increase due to retiree coverage being shown.
206-206-000-727-000 – Office Supplies	Cost of office supplies for the Department. No change for 2021.
206-206-000-727-300 – COVID 19 Supplies & Equipment	Cost of supplies, equipment and logistics to support safety measures for staff. No change from 2020 amended budget.
206-206-000-730-000 - Postage	Cost of postage for the department. No change for 2021.
206-206-000-741-000 – Uniforms-Laundry & Cleaning	Cost for cleaning of employee uniforms, bedding, sheets and towels. No change for 2021.
206-206-000-741-001 – Uniforms-New and Badges	Annual cost for purchasing dress uniforms, hats, badges, and accessories for employees. New uniform purchases in 2020 caused decrease for 2021.

Line Item	Explanation
206-206-000-741-100 – Fire Protective Gear	Cost for purchasing firefighting protective equipment and gear. Grant award in 2020 led to decrease. Request amount of \$10,000.
206-206-000-741-200 – Fire/Rescue Gen Op Equipment	Cost for capital improvements made for confined space, water rescue, and wildland firefighting equipment. Recommend purchase roll off pump skid. Request amount of \$10,000.
206-206-000-742-000 – Fire Prevention Materials	Cost of fire prevention & demonstration materials. No change in 2021.
206-206-000-757-000 – Operating Supplies	Cost of Department supplies. No change in 2021.
206-206-000-757-004 – Medical Supplies	Cost of EMS supplies. Recommend no change due to COVID 19.
206-206-000-757-005 – Fire Investigation	Cost of fire investigative materials, equipment and tools. Decrease budgeted for 2021.
206-206-000-757-006 – Operating Supplies/Tools	Cost of supplies and batteries for firefighting equipment and tools. No change for 2021.
206-206-000-800-001 – Administration Fees	Figures provided by the Accounting Director.
206-206-000-801-000 – Professional Services	Cost of legal, professional and administrative services provided to the Department. Recommend decrease due to union agreement negotiated in 2020. Request amount of \$15,000.

Line Item	Explanation
206-206-000-857-000 - Communications	Cost of maintenance and service of all Department radios. No change for 2021.
206-206-000-857-001 – Communications-Dispatch	Cost of dispatching services with Emergent Health (HVA). An increase of 4% projected in July 2021 for half of 2022. Request amount of \$83,600.
206-206-000-863-001 – Auto & Truck Main Station #1	Cost of maintenance and repair of vehicles at Station #1/Ford Blvd. Recommend increase based on 5yr line history. Request amount of \$60,000.
206-206-000-863-003 – Auto & Truck Main Station #3	Cost of maintenance and repair of vehicles at Station #3/Hewitt Rd. Recommend slight increase based on 5yr line history.
206-206-000-863-004 – Auto & Truck Main Station #4	Cost of maintenance and repairs of vehicles at Station #4/Textile Rd. Recommend slight decrease based on 5yr line history. 2020 amended budget request of \$31,000.
206-206-000-867-000 – Gas & Oil	Cost of gas and oil for department vehicles. Recommend slight decrease based on 5yr line history. Request amount of \$30,000.
206-206-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
206-206-000-876-100 – Retiree Health Care Savings	Amount placed into a health care savings account for future use in health care expenses. This is for employees in the department who were hired after 1/1/14.
206-206-000-900-000 - Publishing	Cost of print and electronic publications for posting. No change in 2021.

Line Item	Explanation
206-206-000-913-000 – Insurance & Bonds Fleet	Figures provided by the Accounting Director.
206-206-000-917-000 – Workers Compensation Insurance	Figures provided by the Accounting Director.
206-206-000-920-004 – Utilities Heat	Heating cost for department facilities. Recommend no change for 2021.
206-206-000-920-005 – Utilities Light	Electricity cost for department facilities. Recommend a decrease based on 5yr line history. Request amount of \$22,000.
206-206-000-920-006 – Utilities Telephone	Cost of telephone/internet services to department. Based on 5yr line history, recommend increase to \$20,000.
206-206-000-920-007 – Utilities Water and Sewer	Cost of water/sewer service to department. Based on 5yr line history, recommend decrease to \$4,000.
206-206-000-931-005 – Bldg Maintenance Station #1	Cost of building/maintenance repairs at Station #1. Based on 5yr line history, recommend decrease to \$9,000.
206-206-000-931-007 – Bldg Maintenance Station #3	Cost of building/maintenance repairs at Station #3. Based on 5yr line history, recommend decrease to \$4,000.
206-206-000-931-008 – Bldg Maintenance Station #4	Cost of building/maintenance repairs at Station #4. Based on 5yr line history, recommend decrease to \$4,000.
206-206-000-933-000 – Equipment Maintenance	Annual maintenance & testing costs for SCBA, JAWS, Fire Extinguishers. No change in 2021.

Line Item	Explanation
206-206-000-933-001 – Maintenance Contracts	Maintenance contract costs for copiers, sirens, generators, etc. No change for 2021.
206-206-000-943-000 – Motor Pool Lease/Maintenance	Debt payment to General Fund for fire engine purchase in 2015 for 10 years.
206-206-000-944-000 – Fire Hydrant Charge	Cost of YCUA charges for hydrant maintenance. (\$1 x 2700 hydrants). No change for 2021.
206-206-000-956-000 - Miscellaneous	Reserve for miscellaneous department expenses. No change for 2021.
206-206-000-956-010 Tax Refund Expense	Michigan Tax Tribunal expenses. No change for 2021.
206-206-000-958-000 Membership and Dues	Trade association membership fees and dues. (IAFC, IAAI, NFPA, MFIS, etc.). Based on 5yr line history, recommend increasing to \$5,000.
206-206-000-960-000 Education and Training	Annual cost of education and training for department staff. No change for 2021.

Civil Service Commission

Line Item	Explanation
206-220-000-704-000 – Appointed Officials	Salaries of Civil Service Commission appointed officials.
206-220-000-706-000 – Salary-Permanent Wages	Salary of secretary to the Commission.
206-220-000-715-000 – FICA/Medicare	Figures provided by the Accounting Director.
206-220-000-723-000 – Deferred Compensation Employer	Figures provided by the Accounting Director.
206-220-000-801-000 – Professional Services	Professional (testing/legal) services.
206-220-000-876-000 – Retirement/MERS	Figures provided by the Accounting Director.
206-220-000-900-000 - Publishing	Publishing costs for 2021.

2021 Fire Pension & Insurance Expenditures

Move all lines to Fire Pension & OPEB Millage Fund 216

<u>Line Item</u>	<u>Explanation</u>
206-852-000-876-003 – OPEB Funding – Retiree Health	Cost of Retiree Health Care – OPEB funding. Figures provided by the Accounting Director. Move to the Fire Pension Fund 216.
206-852-000-876-004 – Retirement-Fire Department	Cost for Township’s portion of the Fire/Act 345 retirement. Figures provided by the Accounting Director. Move to the Fire Pension Fund 216.

2021 Budget Capital Outlay Expenditures

<u>Line Item</u>	<u>Explanation</u>
206-970-000-971-008 – Capital Outlay/Improvement	Cost to replace concrete at Hewitt #3, asphalt at Textile #4 parking lots, and repair lot drainage tile at #4. Fire HQ updates to bathrooms and replace sump pumps. Recommend \$325,000 be budgeted in 2021. Move to Fire Special Millage Capital Fund 217
206-970-000-976-005 – Capital Outlay-Fire Stations	Cost of replacing roof, upgrading or replacing exterior light fixtures and lighted sign, and carpet at Station #4. Recommend \$55,000 be budgeted in 2021. Move to Fire Special Millage Capital Fund 217
206-970-000-979-000 – Capital Outlay-Fire Apparatus	Cost to purchase new SUV to replace 2003 unit to update fleet. Added cost for lights, siren, radio and FD graphics. Recommend \$53,000 be budgeted for 2021 Move to Fire Special Millage Capital Fund 217
206-970-000-979-001 – Protective Equipment	Cost of improvements to firefighting protective equipment. Line item moved to #206-206-000-741-100
206-970-000-979-002 – General Fire/Rescue Equipment	Capital improvements made for confined rescue equipment. Line item moved to #206-206-000-741-200
206-970-000-980-001 – Computer/Comm/Furnishing	Cost of purchasing a drone unit for FD use, replacing all FD desktop units, replace FD tablets, replace kitchen table and chairs sets at Stations. Recommend \$67,000 be budgeted in 2021. Move to Fire Special Millage Capital Fund 217

FIRE FUND 206
REQUESTED BUDGET AMENDMENTS

01/26/2021

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI
Calculations as of 1/26/2021

GL NUMBER	DESCRIPTION	2018	2019	2020	2020	2020	2021	2021
		ACTIVITY	ACTIVITY	ORIGINAL BUDGET	AMENDED BUDGET	ACTIVITY THRU 12/31/20	APPROVED BUDGET	REQUESTED BUDGET AMEND
ESTIMATED REVENUES								
Dept 000.000								
206-000.000-402.005	CURRENT TAXES FIRE PENSION	1,418,644	1,722,956	1,791,856	1,791,856	1,820,176	1,872,010	(1,872,010)
206-000.000-402.006	ESA REIMBURSEMENT PEN	3,355	6,054			8,823	6,000	(6,000)
206-000.000-403.000	CURRENT PROPERTY TAXES	3,664,577	3,894,965	4,050,723	4,050,723	4,198,964	4,301,822	
206-000.000-403.001	ESA REIMBURSEMENT OP	4,402	15,605			13,934	10,000	
206-000.000-403.002	CUR PROPERTY TAX ADJUSTMENTS	3,423	(2,176)					
206-000.000-403.005	CUR PROP TAX ADJ - FIRE PENS	1,542	(1,132)					
206-000.000-403.010	CURRENT CAPITAL IMPROV TAXES		627,936	653,053	653,053	676,965	694,614	(694,614)
206-000.000-403.011	CUR PROP TAX ADJ - CAPITAL		(809)			(17)		
206-000.000-403.020	ESA REIMBURSE CAPITAL IMPROV					2,250	2,000	(2,000)
206-000.000-405.000	IN LIEU OF TAXES	6,202	6,100	6,000	6,000	6,120	6,000	
206-000.000-417.000	DELINQUENT PERS.PROPERTY TAXE	7,223	2,653					
206-000.000-417.005	DELQUENT PERS PROP-FIRE PENSI	2,838	1,167					
206-000.000-417.006	DELQUENT PPT-FIRE CAPITAL		428					
206-000.000-476.491	FIRE PROTECT PERMT	450	550	750	750	100	750	
206-000.000-528.000	Other Federal Grants				468,317	468,317		
206-000.000-607.011	FIRE PLAN REVIEW - CHG FOR SERVICES	2,585	1,395	1,000	1,000	900	1,000	
206-000.000-607.012	ADDRESS ASSIGN - CHG FOR SERVICES	2,015		200	200	45	500	
206-000.000-607.270	LIQUOR INSPECT - CHG FOR SERVICES	1,050		1,000	1,000		1,000	
206-000.000-664.001	INTEREST EARNED	24,376	42,290	15,000	15,000	1,501	2,000	
206-000.000-694.001	OTHER INCOME-MISCELLANEOUS	126	1,880	2,000	2,000	2,085		
206-000.000-694.004	INSURANCE REIMBURSEMENTS	27,704	8,726			2,418		
206-000.000-699.000	APPROPRIATED PRIOR YEAR BAL.				88,669			
Totals for dept 000.000 -		5,170,512	6,328,588	6,521,582	7,078,568	7,202,581	6,897,696	(2,574,624)
TOTAL ESTIMATED REVENUES		5,170,512	6,328,588	6,521,582	7,078,568	7,202,581	6,897,696	(2,574,624)

FIRE FUND 206
REQUESTED BUDGET AMENDMENTS

GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 12/31/20	2021 APPROVED BUDGET	2021 REQUESTED BUDGET AMEND
APPROPRIATIONS								
Dept 206.000 - FIRE								
206-206.000-705.000	SALARY - SUPERVISION	84,179	86,655	88,851	88,851	87,126	91,072	
206-206.000-705.002	SALARIES OFFICERS	505,571	505,054	537,349	537,349	525,682	476,019	
206-206.000-706.000	SALARY - PERMANENT WAGES	1,015,601	1,088,808	1,155,503	1,112,503	1,091,465	1,199,752	
206-206.000-706.011	PERMANENT WAGES- FIRE CLERICA	49,356	50,902	51,144	51,144	51,396	52,416	
206-206.000-706.016	FRHPPP - CARES GRANT				27,000	27,000		
206-206.000-706.100	NEGOTIATED CONTRACT ADJUSTMENT	2,917	15,306					
206-206.000-708.004	SALARIES PAY OUT-PTO&SICKTIME	42,820	48,766	48,280	50,642	43,642	57,026	
206-206.000-708.005	SALARIES PAY OUT OF RETIREES	22,819	8,071	5,000	17,549	12,548	5,000	
206-206.000-708.007	FIRE COMP TIME PAYOUT	33,092	21,730	88,877	56,877	47,035	116,328	
206-206.000-708.008	RETIREE TIME PAYOUTS	67,814	24,159	9,174	52,751	43,575	9,174	
206-206.000-708.010	HEALTH INS BUYOUT	7,500	9,000	9,000	9,000	9,000	9,000	
206-206.000-708.200	FIRE FIGHTER CLOTHING ALLOWAN	5,249	5,508	13,200	13,200	12,908	12,700	
206-206.000-708.206	FIRE FIGHTER FOOD ALLOWANCE	26,371	27,101	26,000	26,000	25,990	24,700	
206-206.000-709.000	REG OVERTIME	98,149	75,381	92,250	111,250	106,418	92,250	
206-206.000-709.001	HOLIDAY OVERTIME	35,904	37,746	21,500	47,500	41,013	21,500	
206-206.000-709.002	SALARY - CONTRACTUAL OVERTIME	120,937	126,714	134,948	134,948	129,752	132,996	
206-206.000-715.000	F.I.C.A./MEDICARE	158,172	161,140	187,713	187,713	170,119	191,066	
206-206.000-717.000	SALARIES HOLIDAY PAY	70,733	72,067	83,807	113,807	73,131	81,335	
206-206.000-719.000	HEALTH INSURANCE	364,634	456,641	497,942	497,942	486,901	476,388	
206-206.000-719.001	SICK AND ACCIDENT	459	382	382	382	382	382	
206-206.000-719.003	EMPLOYEE PAID HEALTH CONTRA	(45,463)	(38,274)	(33,600)	(33,600)		(32,400)	
206-206.000-719.005	HOSPITAL PHYSICALS	12,315	13,926	15,000	13,500	13,487	15,000	
206-206.000-719.010	HEALTH CARE TAX	346		1,000	1,000	173	500	
206-206.000-719.015	DENTAL BENEFITS	25,202	26,106	30,794	30,794	23,535	25,757	
206-206.000-719.016	VISION BENEFITS	5,299	5,886	6,508	6,508	6,279	6,901	
206-206.000-719.020	HEALTH CARE DEDUCTION	69,163	84,667	127,295	127,295	69,632	121,380	
206-206.000-719.021	ADMIN FEE - HEALTH DEDUCTIBLE	2,220	2,094	2,250	2,250	2,024	2,160	
206-206.000-720.000	LIFE INSURANCE	12,418	13,275	10,653	10,653	13,109	14,477	
206-206.000-727.000	OFFICE SUPPLIES	1,954	1,766	2,000	2,500	2,367	2,000	
206-206.000-727.300	COVID-19 SUPPLIES & EQUIP				30,000	31,374	60,000	
206-206.000-730.000	POSTAGE	712	236	500	500	440	500	
206-206.000-741.000	UNIFORMS - LAUNDRY & CLEANING	14,029	14,638	15,000	15,000	14,713	15,000	
206-206.000-741.001	UNIFORMS-NEW AND BADGES	4,972	4,675	20,000	14,000	9,586	10,500	
206-206.000-741.100	FIRE PROTECTIVE GEAR		19,074	20,000	14,600	10,624	10,000	
206-206.000-741.200	FIRE/RESCUE GEN OP EQUIP		2,916	10,000	10,000	9,665	10,000	
206-206.000-742.000	FIRE PREVENTION MATERIALS	2,552	3,332	3,500	3,500	2,774	3,500	
206-206.000-757.000	OPERATING SUPPLIES	14,553	14,195	14,000	17,000	15,170	14,000	
206-206.000-757.004	MEDICAL SUPPLIES	9,631	10,660	10,000	11,500	11,664	10,000	
206-206.000-757.005	FIRE INVESTIGATION	634	667	6,500	11,900	11,364	2,000	
206-206.000-757.006	OPERATING SUPPLIES/TOOLS	177	274	500	500	458	500	
206-206.000-800.001	ADMINSTRATION FEES	69,951	74,295	74,416	74,416	74,406	82,125	
206-206.000-801.000	PROFESSIONAL SERVICES	9,637	31,917	40,000	6,000		15,000	

FIRE FUND 206
REQUESTED BUDGET AMENDMENTS

GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 12/31/20	2021 APPROVED BUDGET	2021 REQUESTED BUDGET AMEND
206-206.000-857.000	COMMUNICATIONS	3,015	6,176	8,000	8,000	5,458	8,000	
206-206.000-857.001	COMMUNICATIONS - DISPATCH	76,611	77,368	81,600	81,600	80,588	83,600	
206-206.000-863.001	AUTO & TRUCK MAIN STATION #1	37,118	91,441	30,000	69,500	67,549	60,000	
206-206.000-863.003	AUTO & TRUCK MAIN STATION #3	13,286	20,788	20,000	20,500	17,771	22,000	
206-206.000-863.004	AUTO & TRUCK MAIN STATION #4	18,556	24,322	20,000	32,000	29,244	22,000	
206-206.000-867.000	GAS & OIL	36,315	29,784	33,165	25,665	19,718	30,000	
206-206.000-876.000	RETIREMENT/MERS	10,980	14,921	15,500	15,500	14,994	21,375	
206-206.000-876.100	RETIREMENT HEALTH CARE SAVINGS	12,625	25,750	46,800	46,800	46,800	46,800	
206-206.000-900.000	PUBLISHING		96	1,000	1,000		1,000	
206-206.000-913.000	INSURANCE & BONDS FLEET	35,377	35,190	56,942	56,942	38,598	40,854	
206-206.000-917.000	WORKERS COMPENSATION INSURANC	75,003	73,448	78,082	78,082	66,265	80,943	
206-206.000-920.004	UTILITIES HEAT	9,710	11,243	15,000	11,900	5,470	15,000	
206-206.000-920.005	UTILITIES LIGHT	21,249	21,179	24,000	24,000	22,091	22,000	
206-206.000-920.006	UTILITIES TELEPHONE	18,077	19,339	17,000	20,100	21,310	20,000	
206-206.000-920.007	UTILITIES WATER AND SEWER	4,218	3,850	5,000	5,000	5,106	4,000	
206-206.000-931.005	BLDG MAINTENANCE STATION #1	10,018	8,718	10,000	10,000	7,928	9,000	
206-206.000-931.007	BLDG MAINTENANCE STATION #3	3,263	6,450	5,000	5,000	3,155	4,000	
206-206.000-931.008	BLDG MAINTENANCE STATION #4	4,521	7,820	5,000	6,000	5,605	4,000	
206-206.000-933.000	EQUIPMENT MAINTENANCE	3,569	1,105	3,000	3,000	2,962	3,000	
206-206.000-933.001	MAINTENANCE CONTRACTS	5,107	18,904	10,000	10,000	9,772	10,000	
206-206.000-943.000	MOTORPOOL LEASE/MAINTENANCE	59,534	59,522	59,522	59,522	59,522	59,522	
206-206.000-944.000	FIRE HYDRANT CHARGE			2,700	2,700		2,700	
206-206.000-956.000	MISCELLANEOUS	500	209	500	500	420	500	
206-206.000-956.010	TAX REFUND EXPENSE			500	500		500	
206-206.000-958.000	MEMBERSHIP AND DUES	3,012	3,229	4,500	4,500	4,115	5,000	
206-206.000-960.000	EDUCATION AND TRAINING	10,883	16,209	15,000	6,000	1,785	15,000	
Totals for dept 206.000 - FIRE		3,395,126	3,684,517	3,995,047	4,110,535	3,844,153	4,028,798	

FIRE FUND 206
REQUESTED BUDGET AMENDMENTS

GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 12/31/20	2021 APPROVED BUDGET	2021 REQUESTED BUDGET AMEND
Dept 220.000 - CIVIL SERVICE COMMISSION								
206-220.000-704.000	APPOINTED OFFICIALS	275	495	5,000	5,000	885	2,500	
206-220.000-706.000	SALARY - PERMANENT WAGES	135	225	400	400		400	
206-220.000-715.000	F.I.C.A./MEDICARE	14	27	150	331	39	150	
206-220.000-723.000	DEFERRED COMPENSATION EMPLOYE	4	6	75	75	6	50	
206-220.000-801.000	PROFESSIONAL SERVICES	2,460	8,210	10,000	10,000	8,037	10,000	
206-220.000-876.000	RETIREMENT/MERS	25	65	40	40	35	100	
206-220.000-900.000	PUBLISHING	1,699		1,500	1,500		1,500	
Totals for dept 220.000 - CIVIL SERVICE COMMISSION		4,612	9,028	17,165	17,346	9,002	14,700	
Dept 852.000 - PENSION & INSURANCE								
206-852.000-876.003	OPEB FUNDING- RETIREE HEALTH	625,958	767,327	753,617	753,617	753,617	700,000	(700,000)
206-852.000-876.004	RETIREMENT-FIRE DEPT	786,578	998,711	1,067,076	1,508,393	1,508,393	1,172,010	(1,172,010)
Totals for dept 852.000 - PENSION & INSURANCE		1,412,536	1,766,038	1,820,693	2,262,010	2,262,010	1,872,010	(1,872,010)
Dept 970.000 - CAPITAL OUTLAY								
206-970.000-971.008	CAPTL OUTLAY -IMPROVEMENT	39,927		100,000	94,969	56,960	325,000	(325,000)
206-970.000-976.005	CAPITAL OUTLAY FIRE STATION	392,977	12,662				55,000	(55,000)
206-970.000-979.000	CAPITAL OUTLAY FIRE APPARATUS	41,754	523,700	483,074	488,105	488,104	53,000	(53,000)
206-970.000-979.001	PROTECTIVE EQUIPMENT	6,224						
206-970.000-979.002	GENERAL FIRE/RESCUE EQUIP	4,572						
206-970.000-979.005	CAP OUTLAY-FIRE EQUIP-FED GRAN	1,143						
206-970.000-980.001	COMPUTER/COMM/FURNISHING	34,907	7,000	20,000	20,000	10,193	67,000	(67,000)
Totals for dept 970.000 - CAPITAL OUTLAY		521,504	543,362	603,074	603,074	555,257	500,000	(500,000)
TOTAL APPROPRIATIONS		5,333,778	6,002,945	6,435,979	6,992,965	6,670,422	6,415,508	(2,372,010)
NET OF REVENUES/APPROPRIATIONS - FUND 206		(163,266)	325,643	85,603	85,603	532,159	482,188	(202,614)

2021 Budget – Fire Pension and OPEB Millage Fund 216 Revenues

Move from Fire Fund 206 to Fire Pension & OPEB Millage Fund 216

<u>Line Item</u>	<u>Explanation</u>
216-000-000-402-005 – Current Taxes Fire Retirement, Pension & OPEB	Reflects revenues from taxes that are collected for the fire pension, this revenue estimate is based on taxable values and projected adjustments from Board of Review, Michigan Tax Tribunal and other state approved assessment reductions like Industrial Facilities exemptions and Renaissance Zones.
216-000-000-402-006 – ESA Reimbursement Pension	Figures provided by the Accounting Director.

2021 Budget – Fire Pension and OPEB Millage Fund 216 Expenditures

<u>Line Item</u>	<u>Explanation</u>
216-336-000-876-003 – OPEB Funding – Retiree Health	Cost of Retiree Health Care – OPEB funding. Figures provided by the Accounting Director.
216-336-000-876-004 – Retirement-Fire Department	Cost for Township's portion of the Fire/Act 345 retirement. Figures provided by the Accounting Director.

Fire Pension OPEB Millage Fund 216

01/27/2021

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 1/27/2021

GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 12/31/20	2021 REQUESTED BUDGET
ESTIMATED REVENUES							
Dept 000.000							
216-000.000-402.005	CURRENT TAXES FIRE PENSION						1,872,010
216-000.000-402.006	ESA REIMBURSEMENT PEN						6,000
Totals for dept 000.000 -							1,878,010
TOTAL ESTIMATED REVENUES							1,878,010
APPROPRIATIONS							
Dept 336.000 - PENSION & OPEB							
216-336.000-876.003	OPEB FUNDING- RETIREE HEALTH						700,000
216-336.000-876.004	RETIREMENT-FIRE DEPT						1,172,010
Totals for dept 336.000 - PENSION & OPEB							1,872,010
TOTAL APPROPRIATIONS							1,872,010
NET OF REVENUES/APPROPRIATIONS - FUND 216							6,000
BEGINNING FUND BALANCE							
ENDING FUND BALANCE							6,000

2021 Budget – Fire Special Millage Capital Fund 217 Revenues

Move from Fire Fund 206 to Fire Special Millage Capital Fund 217

Line Item

Explanation

217-000-000-403-010 – Current Capital Improvement Taxes

Reflects revenues from taxes that are collected for the Fire Department, this revenue estimate is based on taxable values and projected adjustments from Board of Review, Michigan Tax Tribunal and other state approved assessment reductions like Industrial Facilities exemptions and Renaissance Zones.

217-000-000-403-020 – ESA Reimbursement Cap

Figures provided by the Accounting Director.

2021 Budget Fire Special Millage Capital Fund 217

Capital Outlay Expenditures

<u>Line Item</u>	<u>Explanation</u>
217-970-000-971-008 – Capital Outlay/Improvement	Cost to replace concrete at Hewitt #3, asphalt at Textile #4 parking lots, and repair lot drainage tile at #4. Fire HQ updates to bathrooms and replace sump pumps. Recommend \$325,000 be budgeted in 2021.
217-970-000-976-005 – Capital Outlay-Fire Stations	Cost of replacing roof, upgrading or replacing exterior light fixtures and lighted sign, and carpet at Station #4. Recommend \$55,000 be budgeted in 2021.
217-970-000-979-000 – Capital Outlay-Fire Apparatus	Cost to purchase new SUV to replace 2003 unit to update fleet. Added cost for lights, siren, radio and FD graphics. Recommend \$53,000 be budgeted for 2021
217-970-000-980-001 – Computer/Comm/Furnishing	Cost of purchasing a drone unit for FD use, replacing all FD desktop units, replace FD tablets, replace kitchen table and chairs sets at Stations. Recommend \$67,000 be budgeted in 2021

FIRE CAPITAL MILLAGE FUND 217

01/26/2021

BUDGET REPORT FOR CHARTER TOWNSHIP OF YPSILANTI

Calculations as of 1/26/2021

GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ACTIVITY	2020 ORIGINAL BUDGET	2020 AMENDED BUDGET	2020 ACTIVITY THRU 12/31/20	2021 REQUESTED BUDGET
ESTIMATED REVENUES							
Dept 000.000							
217-000.000-403.010	CURRENT CAPITAL IMPROV TAXES						694,614
217-000.000-403.020	ESA REIMBURSE CAPITAL IMPROV						2,000
Totals for dept 000.000 -							696,614
TOTAL ESTIMATED REVENUES							696,614
APPROPRIATIONS							
Dept 970.000 - CAPITAL OUTLAY							
217-970.000-971.008	CAPTL OUTLAY -IMPROVEMENT						325,000
217-970.000-976.005	CAPITAL OUTLAY FIRE STATION						55,000
217-970.000-979.000	CAPITAL OUTLAY FIRE APPARATUS						53,000
217-970.000-980.001	COMPUTER/COMM/FURNISHING						67,000
Totals for dept 970.000 - CAPITAL OUTLAY							500,000
TOTAL APPROPRIATIONS							500,000
NET OF REVENUES/APPROPRIATIONS - FUND 217							196,614

AUTHORIZATIONS AND BIDS

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN P. NEWMAN
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON JR.



**Residential Services
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197

ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Mike Hoffmeister, Residential Services Director

Date: January 26, 2020

Subject: Request Authorization to accept the low bid for \$31,357.50 per year for three years to Community Publishing and Marketing for the newly created Township Magazine budgeted in lines #226-226.000-900.000, #230-751.000-880.000 and #101-267.000-900.000 and to authorize the signing of the agreement subject to attorney approval.

The Residential Services Department is requesting authorization to accept the low bid and authorize the signing of the agreement with Community Publishing and Marketing for the new Township magazine.

The Board of Trustees previously approved staff to accept bids for a new Township magazine. This Township magazine will be published three (3) times per year and will feature all of the happenings of the Township, including the information regularly printed in the Helpful Handbook. Please keep in mind that only two (2) more editions will be published in 2021 due to the first being completed by Allegra. This will cost the Township \$20,905 in 2021 expenses. The Township was previously under a five (5) year agreement with Allegra Printing for the printing and mailing of the annual Helpful Handbook. Township staff accepted four (4) bids at the bid opening in late 2020. They are listed below:

Community Publishing and Marketing: \$31,357.50 per year (\$10,452.50 per edition)
Image Printing Inc.: \$35,340 per year (\$11,780 per edition)
Allegra Printing: \$47,678.04 per year (\$15,892.68 per edition)
M3 Group: \$72,264 per year (\$24,088 per edition)

Mike Hoffmeister
Residential Services Director
mhoffmeister@ytown.org
734-544-3515

**Community Publishing & Marketing
2021 Ypsilanti Lifestyle Magazine
Prepared for the Ypsilanti Township**

2021 Ypsilanti Lifestyle Magazine

Strategy

This marketing plan is to produce (create, design, layout, print, bind and mail) 3 full size full color 32 page + 4 page cover magazines each year that showcases all of Ypsilanti to its community residences. It is our mission and distinct honor to work hand and hand with the Ypsilanti Township and its Residential Services Department, to collaborate and formulate a production and marketing strategy that facilitates the entire production process for the 2021 Ypsilanti Lifestyle Magazine.

Specs:

- 15,500 magazines (approximately 15,000 mailing to residences of Ypsilanti Township per Township's mailing list and/or specifications) with postage being paid by Township. The balance will be carton packed and delivered to the township.
- 32 page + 4 page cover
- Text: 60# c2s gloss and/or matte text
- Cover: 80# c2s Satin Cover with Satin/Matte finish
- 4 color process throughout
- 8.5 x 11 trim (8.75 x 11.25 including 1/8" bleed all 4 sides)
- Saddle stitch along the 11 dimensions (vertical pub)
- CPM will print this project with a company of its choosing (parent company Printwell)
- Entire creation, design, layout will be a collaboration with Ypsilanti Township and CPM
- There will be no advertising in the publication at this time, however, CPM may be able to provide in the future and work out an appropriate deal with Township
- CPM will utilize photos/artwork provided by the Township for the magazine.
- CPM will produce a Digital Version of the magazine that will be accessible for both Android and Apple devices as well as on the Township's and CPM's website.
- The Ypsilanti Township will own all information and graphics/artwork within the 2021 Magazine (this is a Ypsilanti Township project/magazine and all content within the publication, the other material/graphics/information/text/etc. are township property and will not be used in any other context/publication/marketing material without written permission from the Ypsilanti Township).
- Final layout will be approved by the Ypsilanti Township.

Total amount due per edition (3 editions per year, two editions ONLY in 2021): \$10,452.50/ edition, (\$31,357.50 per year). This will be a three year agreement from February 2, 2021 – December 2023 (all of 2021, 2022, & 2023)

100% due 7 days prior to mailing/shipping, as well as separate postage paid to either USPS directly or our printer... depending on arrangement and permit # used.

**Community Publishing & Marketing
2021 Ypsilanti Lifestyle Magazine
Prepared for the Ypsilanti Township**

2021 Ypsilanti Lifestyle Magazine

Page 2 of 2

Signatures:

Township Supervisor, Brenda Stumbo, Ypsilanti Township

Date

Township Clerk, Heather Jarrell Roe, Ypsilanti Township

Date

Director of Publishing Mark A. Fisher, Community Publishing & Marketing

Date

OTHER BUSINESS

BOARD MEMBER UPDATES
