

1. City Council Meeting Agenda

Documents:

[REGULAR COUNCIL - 18 JUN 2019 - AGENDA.PDF](#)

2. City Council Meeting Packet

Documents:

[REGULAR COUNCIL - 18 JUN 2019 - PACKET.PDF](#)



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, June 18, 2019 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197**

Page

I. CALL TO ORDER

II. ROLL CALL

Mayor Bashert
Mayor Pro-Tem Richardson
Council Member Brown
Council Member Symanns
Council Member Morgan
Council Member Wilcoxon
Council Member Somerville

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

- A. I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

V. AGENDA APPROVAL

VI. INTRODUCTIONS

VII. PRESENTATIONS

- A. Pen Dam and PFAS Presentation - Dan Brown, HRWC Watershed Planner
- B. Parks and Recreation Annual Report - Evan Sweet, Parks and Recreation Commission Chair
- C. Proclamation dedicating the days during Elvisfest as Elvisfest Days

VIII. PUBLIC COMMENT (3 MINUTES)

IX. ORDINANCES FIRST READING

- A. *Ordinance No. 1339* - An Ordinance entitled, "An ordinance to amend Ypsilanti City Code, Chapter 7, Medical Marijuana, to allow for the Transfer of Local Permits for Medical Marijuana"
 - 1. Resolution No. 2019-126, determination
 - 2. Open public hearing
 - 3. Resolution No. 2019-127, close public hearing

X. CONSENT AGENDA

- A. Resolution No. 2019-128, approving the Consent Agenda.
- B. Resolution No. 2019-129, approving the minutes of May 21, May 28, June 4, 2019.
- C. Resolution No. 2019-130, approving appointments to Boards and Commissions.
- D. Resolution No. 2019-131, approving the use of a receiving board of the August 6, 2019 WISD Special Election.

XI. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2019-132, approving assessing contract with WCA
- B. Resolution No. 2019-133, approving the Fire and Police Pension Administrative Contract for FY 2019-2020.
- C. Resolution No. 2019-134, approving traffic calming strategies for Washington St.
- D. Resolution No. 2019-135, approving traffic calming strategies for Armstrong.
- E. Resolution No. 2019-136, approving a second extension of the Memorandum of Understanding between Washtenaw Community College and the City of Ypsilanti Regarding Parkridge Center.
- F. Resolution No. 2019-137, approving the contract for legal services with Barr, Anhut & Associates, P.C.
- G. Resolution No. 2019-138, approving a contract with Washtenaw County to provide IT services to the City of Ypsilanti.
- H. Resolution No. 2019-139, adopting the Michigan Local Agency Pavement Warranty Program.
- I. Resolution No. 2019-140, approving the implementation of the Local Agency Pavement Warranty Program.
- J. Resolution No. 2019-141, authorizing the budget adjustment for road repairs for Congress, Harriet, and N. Huron.

- K. Resolution No. 2019-142, approving joining the amicus brief supporting the concept that gender is a protected class under Title VII.

XII. BOARDS AND COMMISSIONS

XIII. LIAISON REPORTS

1. SEMCOG Update
2. Washtenaw Area Transportation Study
3. Urban County
4. Ypsilanti Downtown Development Authority
5. Friends of Rutherford Pool
6. Housing Equity Leadership Team

XIV. COUNCIL PROPOSED BUSINESS

XV. COMMUNICATIONS FROM THE MAYOR

XVI. COMMUNICATIONS FROM THE CITY MANAGER

XVII. COMMUNICATIONS

- A. Reschedule/Cancel the August 6, 2019 Council Meeting - as a result of the WISD Special Election

B. **Nominations - Downtown Development Authority**

Ben Harrington
A2 SPARK 330 E Liberty
Ann Arbor, MI 48104

Andy French
6238 Vineyard Ave
Ann Arbor, MI 48108

Andy O'Neal
1423 Henry St.
Ann Arbor, MI 48104

XVIII. PUBLIC COMMENT (3 MINUTES)

XIX. REMARKS FROM THE MAYOR

XX. CLOSED SESSION

- A. Closed session to discuss labor negotiations. *OMA 15-268(c)*

- B. Resolution No. 2019-144, approving the POAM 2019-2022 Collective Bargaining Agreement (**Postponed June 4, 2019**)

XXI. ADJOURNMENT

- A. Resolution No. 2019-143, adjourning the City Council Meeting.



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PFAS in the Huron River Watershed

Daniel Brown

Watershed Planner, Huron River Watershed Council

dbrown@hrwc.org



Key Ideas

- The Huron River Watershed was a test case for a holistic watershed approach to finding PFAS sources.
- We are the only PFAS-contaminated surface water source used for drinking water in Michigan.

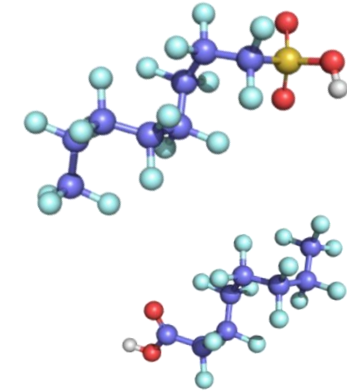




The Huron River Watershed

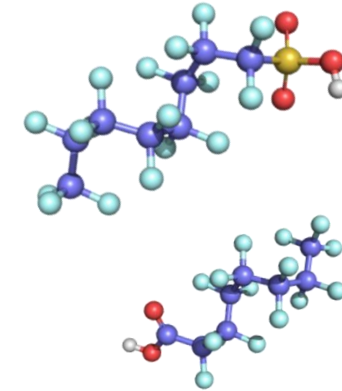
What are PFAS?

- Family of 4000+ chemicals
- Poly- and per-fluoroalkyl substances
- Referred to as “forever chemicals”
- Toxic in extremely small doses – parts per trillion (ppt)
- Accumulate in human or animal tissue over time.



Health Risks of PFAS

- Affect mental and physical development infants and children
- Lower a woman's chance of getting pregnant
- Lower male fertility
- Interfere with the body's natural hormones
- Increase cholesterol levels
- Affect the immune system
- Increase the risk of cancer



Key Points

- To date, all drinking water in the watershed falls below the EPA's maximum advisory level of 70 ppt.
- Do not eat the fish. Until further notice, do not eat fish from the Huron River or connected waterbodies.
- Avoid river foam. Keep pets and kids away from it.
- Swimming, boating, and river recreation is okay.
- Recent surface water tests show PFOS and PFOA levels far below fall 2018 levels.



PFAS and Recreation

- Swimming and boating is okay.
- Do NOT Eat Fish. That advisory will likely remain in place for years.
- Advise people to keep pets and kids away from foam. Avoid lingering near foam or below dams.

Learn More: [HRWC.org/PFAS](https://hrwc.org/PFAS)



PFAS ADVISORY

- PFAS are toxic, synthetic chemicals used to manufacture many common household products. They currently contaminate the Huron River.
- Ingesting PFAS is associated with many health risks.
- The State of Michigan has found high levels of PFAS in fish and foam on the Huron River and has issued health advisories.



Enjoy swimming and boating.

Touching the water is not a health concern. **It's okay if you accidentally swallow river water.** PFAS are a health risk with repeated exposure over time.



Do not eat fish from the river.

Until further notice, do not eat fish from the Huron River and connected lakes. **Catch and release fishing is okay.**



Avoid river foam.

Keep pets and kids away from it.

PFAS concentrate in foam. Not all foam on the river contains PFAS, but to be safe, avoid lingering in places where foam occurs and wash your hands after touching river water.



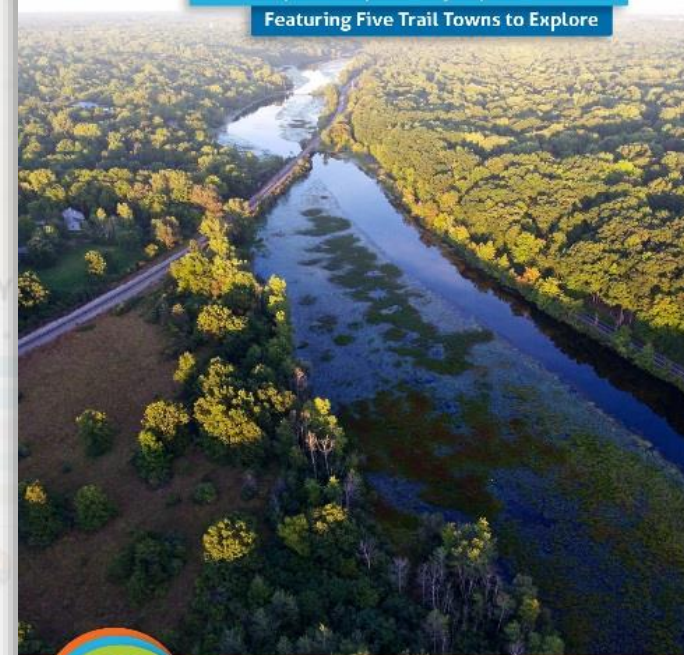
The Huron River Water Trail



3rd Edition Huron River Water Trail Paddler's Companion

28 Waterproof Maps in Easy Flip Book Format!

Featuring Five Trail Towns to Explore

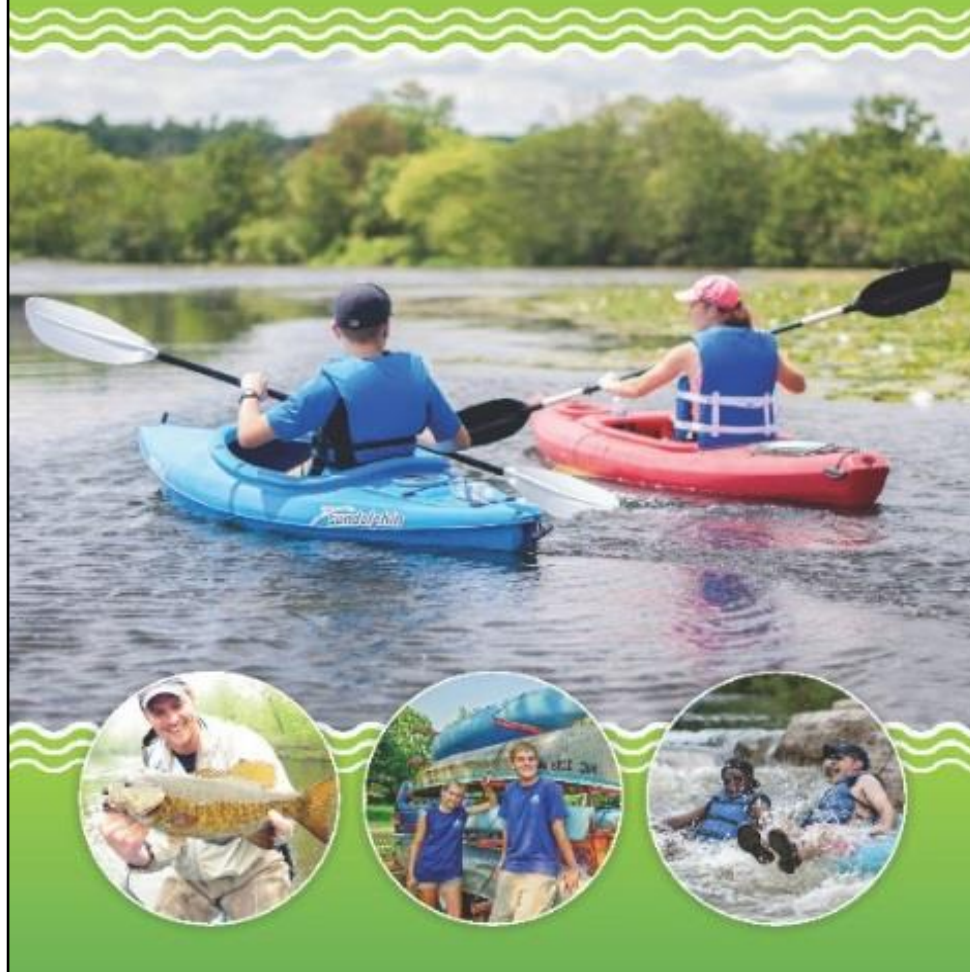


Huron River
WATER TRAIL

huronriverwatertrail.org

huronriverwatertrail.org

The Economic Impact of the HURON RIVER

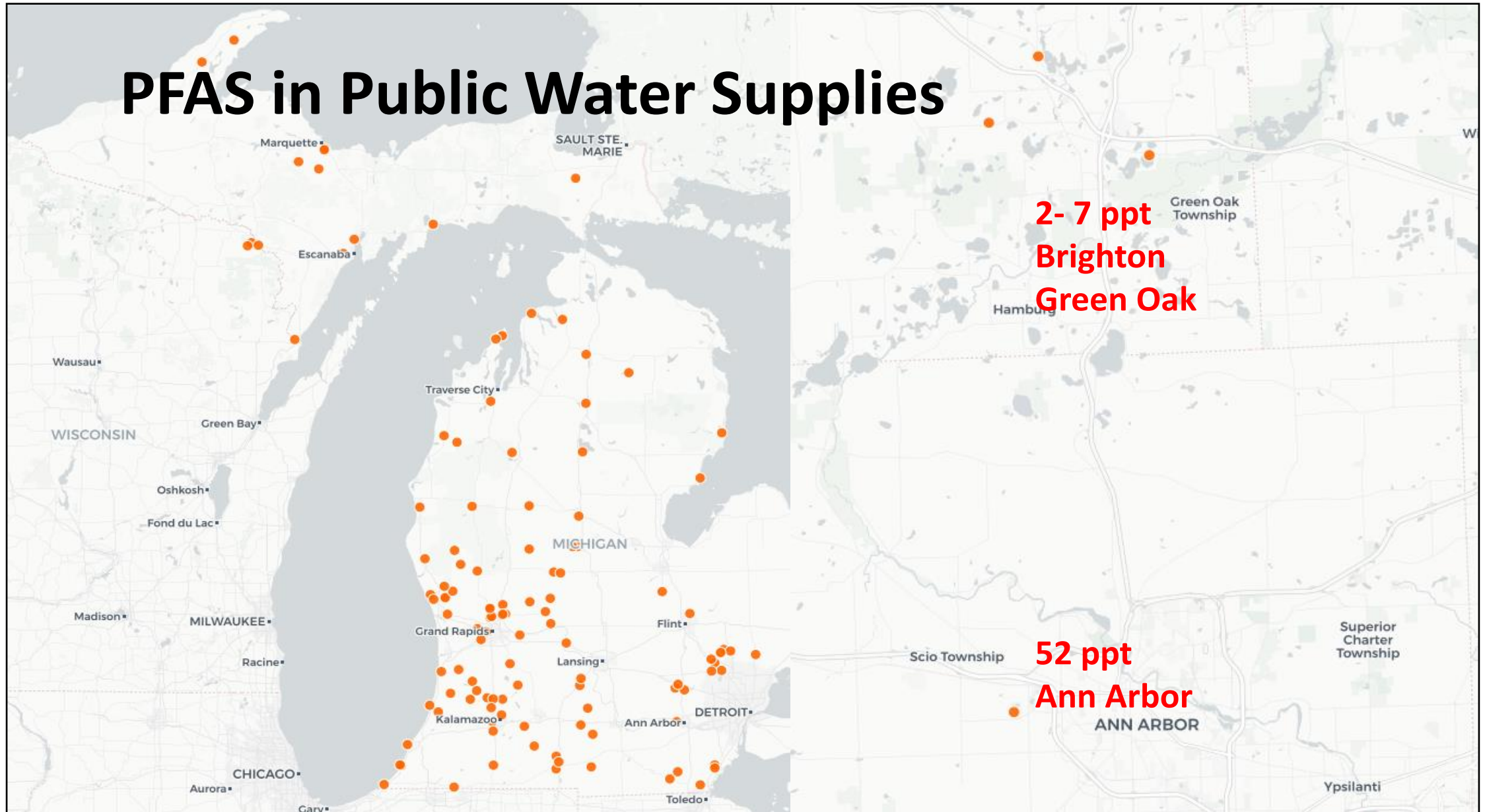


Economic Impact of the Huron

- **\$53.5M annual economic output**
- **641 local jobs added**
- **\$628M added property value**
- **\$150M ecosystem service value**
- **2.6M visitor days**
- **125,000 unique visitors annually**

Funding: Erb Family Foundation; Community Foundation for Southeast Michigan; and many RiverUp! donors

PFAS in Public Water Supplies



Huron Watershed PFOS in Fish Tissue

**Baseline Lake
(286 ppb)**

**Do Not Eat screening value for
PFOS = 300 ppb**

* DHHS compares the 95% upper confidence limit on the mean concentration to the screening values.

**Kent Lake
(1740 ppb)**

**Argo Pond
(404 ppb)**

**Flat Rock
Impoundment
(19 ppb)**



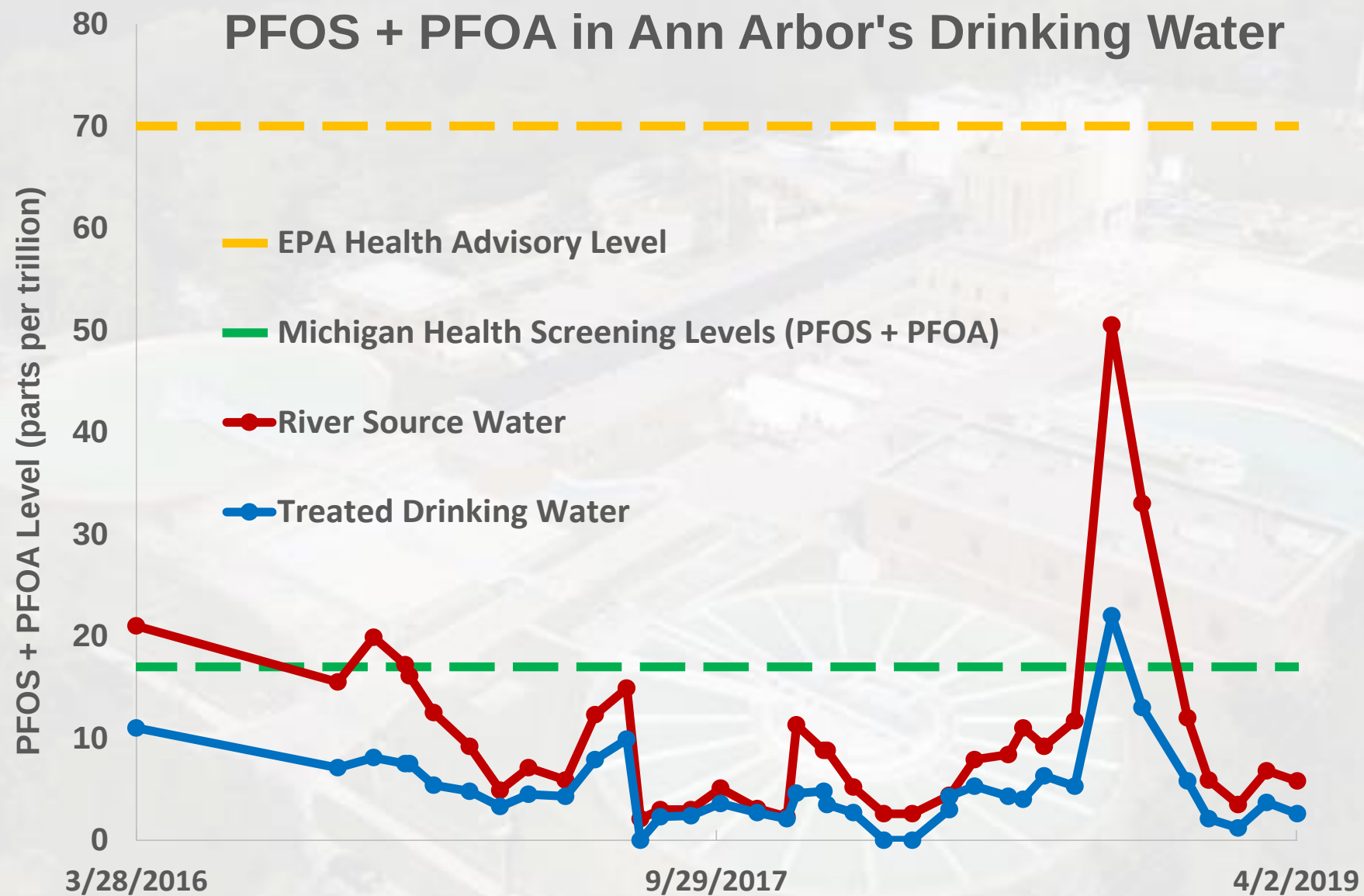
What the Rules and Regulations Say

- **The is no drinking water standard for PFAS in Michigan.**
Governor recently directed EGLE to establish screening levels.
- **The EPA recommends a non-enforceable 70 ppt limit** in drinking water for PFOS and PFOA.
- For groundwater (well water) used as drinking water: Enforceable cleanup criteria under Michigan Part 201 Cleanup Criteria.
- For wastewater discharge to surface water used as drinking water (Rule 57): 11 ppt limit for PFOS, 420 ppt limit for PFOA

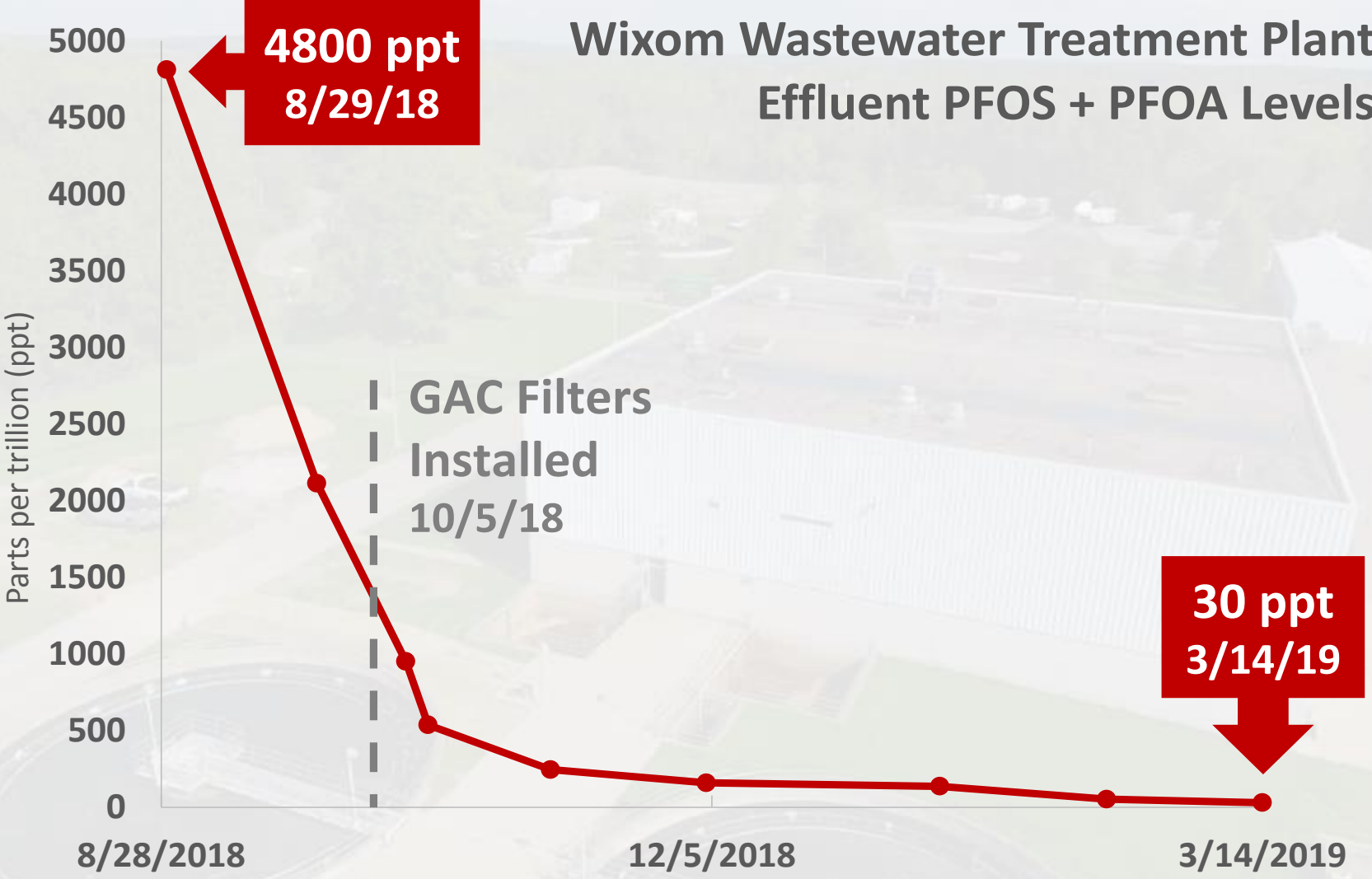
Comparing Drinking Water Standards

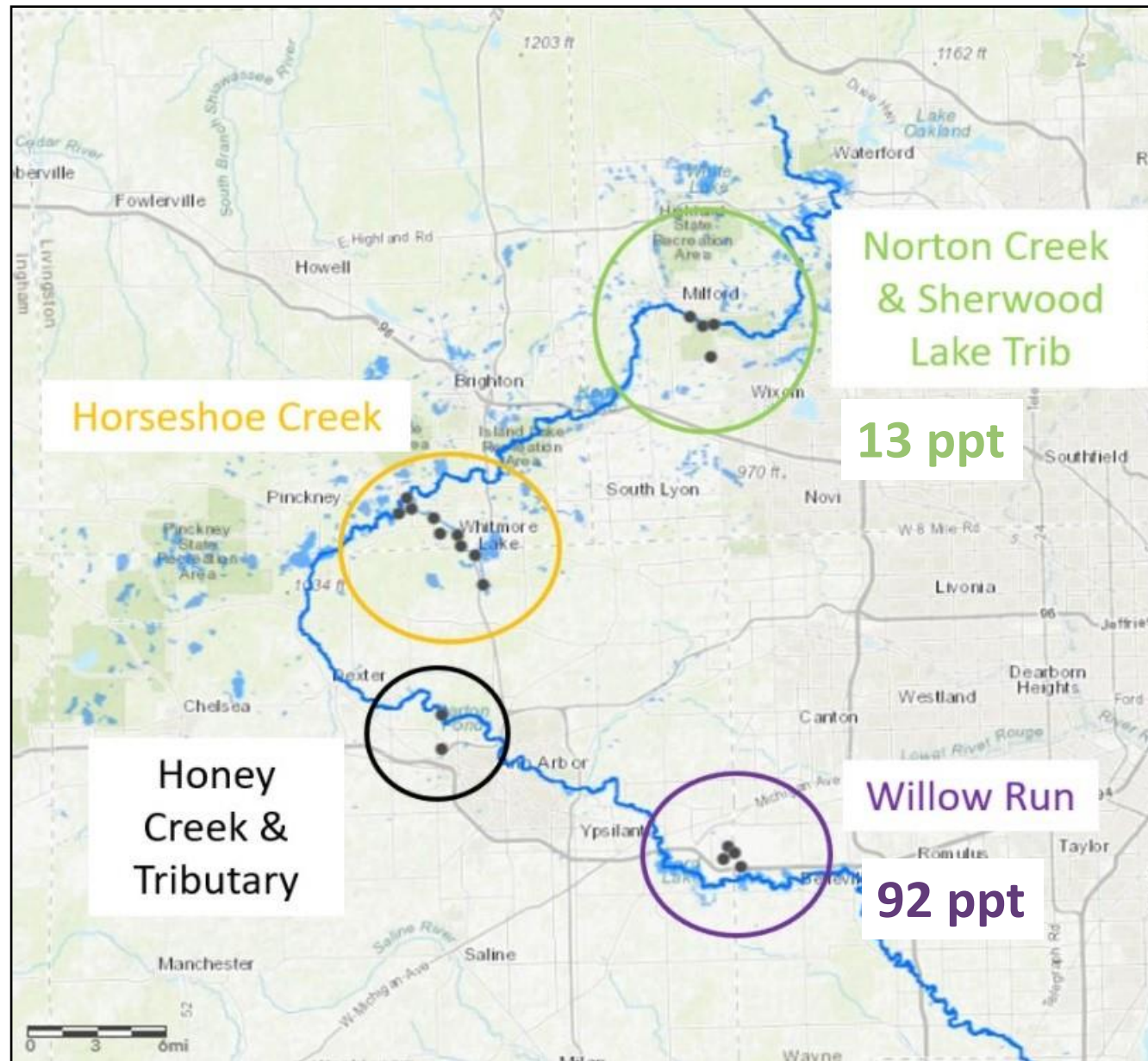
	PFOS (ppt)	PFOA (ppt)	
EPA Lifetime Health Advisory Level	70	70	Cumulatively
CDC ATSDR Recommended Level	7	11	Individually
Michigan Screening Levels	8	9	Individually
Minnesota	27	35	Individually
Vermont	20	20	Cumulatively
New Jersey	13	14	Individually
Harvard Study Recommended Level	<1	<1	Cumulatively

PFOS + PFOA in Ann Arbor's Drinking Water



Wixom Wastewater Treatment Plant
Effluent PFOS + PFOA Levels





EGLE Focal Areas for surface water tests, 2019

Areas of interest based on previous efforts, local history, and trends throughout watershed.

- Norton Creek, Milford
- Horseshoe Creek, Whitmore Lake and Hamburg Twp
- Honey Creek, West Ann Arbor/Scio Twp
- Willow Run Airport

Guidance for Communities

- Fire departments in Washtenaw and Livingston County no longer or never used PFAS fire-fighting foam.
- Be prepared for questions and concern following media attention to PFAS.
- Remain aware of home solutions but communicate the limitations of private testing, filtration options, or bottled water.
- Begin planning for unknown or unexpected contamination.



Huron
River
Watershed
Council

Learn More:

[HRWC.org/PFAS](https://hrwc.org/PFAS)



Thank you for your attention!

**Learn More:
[HRWC.org/PFAS](https://hrwc.org/PFAS)**

Daniel Brown
Huron River Watershed Council
dbrown@hrwc.org

PROCLAMATION

Whereas, the City of Ypsilanti wishes to acknowledge and pay tribute to organizations in our community; and

Whereas, Elvisfest began in 2000 based on an idea developed by members of the Depot Town Association, wanting to bring a family friendly event to Ypsilanti; and

Whereas, after twenty years the Elvisfest has become a one-of-a-kind event, as it is not a contest, but rather a concert/festival sanctioned by the Elvis Presley Enterprises giving this event a heads up over others in the area; and

Whereas, in 2010 a dedicated group of volunteers continued Elvisfest after the Depot Town Association decided to end the festival and concentrate on the "Jamboree"; and

Whereas, since 2010 Elvisfest has continued to flourish and attract 3,500 to 5,000 attendees for the festival, coming from through this state, Ohio, Indiana, Canada, and Midwest; and

Whereas, attendees of Elvisfest boost the local economy, not only in Ypsilanti but throughout Washtenaw County, by staying in hotels, visiting shops, and dinning at local restaurants; and

Whereas, over the past twenty years the Elvisfest had had on average of nine award-winning Elvis Tribute Artists as performers and visitors of the festival look forward to coming each year.

Now, therefore, I Beth Bashert, Mayor of the City of Ypsilanti on behalf of the City Council do hereby proclaim July 19th and 20th, 2019.

"Elvisfest Days"

in the City of Ypsilanti and commend Elvisfest for the events outstanding contributions to our community, and wish it many more years of success.

Given under my hand and seal of the
City of Ypsilanti June 18, 2019.

Beth Bashert
Mayor



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: June 18, 2019
SUBJECT: Proposed Amendment to Code of Ordinances, Ch. 7 – Medical Marijuana

DESCRIPTION:

Proposed Amendment to Code of Ordinances, Ch. 7 – Medical Marijuana

SUMMARY:

The current ordinance on medical marijuana does not expressly forbid transfers of the city permit for a medical marijuana facility, but neither does it contain a provision authorizing transfers or spelling out a procedure for them.

City Council has expressed a desire to make transfers of the permit possible. However, Council is also cautious about changes to the status quo and about the effect of a transfer provision on Ypsilanti residents' experience of marijuana facilities in their City. The proposed amendment attached here would balance these interests in a policy that is also fair to the proprietors of our medical marijuana facilities.

This change also provides an opportunity to clarify the components of the application for the permit. The amendment creates three application types: one for an initial permit, one for a renewed permit, and one for the transfer of an existing permit. It makes the application for an initial permit (slightly) more robust, makes renewal applications easier for city staff to evaluate (but also more robust), and gives staff the discretion to waive certain components of an application for the transfer of an existing permit.

The proposed amendment also provides guidelines for city staff to evaluate applications. These guidelines were synthesized from recent City Council resolutions, staff suggestions, review of similar policies of other Michigan municipalities, and input from Ypsilanti medical marijuana operators. The guidelines focus on application quality,

compliance with state and local law, safety, crime reduction, financial responsibility, and character of fitness.

Last, the amendment makes a few minor spelling and grammar changes to the ordinance.

ATTACHMENTS:

Proposed Amendment to the ordinance

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-126
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "An Ordinance to Amend Ypsilanti City Code, Chapter 7, Medical Marijuana, to Allow for the Transfer of Local Permits for Medical Marijuana Facilities." be approved on first reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
18 day of June 2019

#Resolution No. 2019-126



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
ORDINANCE NO. 1339**

An Ordinance Entitled "Ord 1339"

THE CITY OF YPSILANTI ORDAINS:

CHAPTER 7 – MEDICAL MARIJUANA

Sec. 7-4. – Permit required.

- (a) No person shall own, operate, or maintain a ~~marihuana~~ marijuana facility in the city without first applying for an receiving a permit ~~from~~ through the City Clerk.
- (b) Any medical marijuana ~~dispensary~~ provisioning center or medical marijuana growing/manufacturing facility licensed by the City of Ypsilanti and opened prior to the adoption of the MMFLA must file for a permit under this chapter no later than February 1, 2018. No other applications will be accepted by the city until March 1, 2018. Within 30 days after a pre-existing application is denied, the pre-existing dispensary or growing/manufacturing facility shall discontinue all operation unless the building or other code official determines it must be closed sooner for safety reasons.
- (c) For the purposes of the permit required by this chapter, a processor and grower are treated as one permit. More than one state operating license(s) required for the operation of such may be combined at the same location under one permit.
- (d) The number of permits issued and renewed in any year shall be capped at seven for provisioning centers and three for growers/processors.
- (e) Effective June 15, 2018, any permit shall automatically terminate and become void if the use permitted by this chapter stops for 90 days or more.
- (f) A permit ~~shall~~ may be issued or renewed, or its transfer authorized, by the City Clerk upon payment of the required fee and submission of a completed application in compliance with the provisions of this chapter, and compliance with all provisions and requirements of this chapter, the MMMA, the MMFLA, and the MTA. ~~Application~~ An application to renew a permit under this chapter shall be filed at least 30 days prior to

#Ordinance No. 1339-Ord 1339

the date of expiration. Such renewal shall be annual and shall be accompanied by the annual fee. A permit-transfer application shall be required of

- (1) a medical marijuana operator who will be the transferee of both an existing state operating license and an existing city permit;
- (2) a medical-marijuana operator who will be the recipient of a new state operating license and the transferee of an existing city permit;
- (3) a permit holder who will continue operation of an existing medical marijuana facility if any of the following will occur:
 - i. The applicant or operator name on the permit holder's state operating license changes.
 - ii. Any change in any interest in a city permit, including, but not limited to, any change in ownership interest of the permit holder, including change of owners, stockholders, partners or members, and any change in the management of the permit holder, including change of directors, officers or managing members or partners.
- (g) Every applicant shall pay a fee at the such time of the as the city reviews its application for an initial ~~or renewal~~ permit, renewal of a permit, or transfer of a permit, which fee shall be set by council resolution. Said fee is non-refundable if the application is reviewed.
- (h) The permit requirements set forth in this chapter shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or local law.
- (i) The issuance of any permit pursuant to this chapter does not create an exception, defense, or immunity to any person in regard to any potential criminal liability the person may have for the production, distribution, or possession of marijuana, possession of drug paraphernalia, or presence in places where drugs are being used, stored, or kept.
- (j) All ~~marihuana~~ marijuana facilities shall have a sign measuring at least 11 × 17 inches installed and maintained in a conspicuous location visible to all persons entering the premises located inside the building that reads as follows:

THE MICHIGAN MEDICAL MARIHUANA ACT ACKNOWLEDGES THAT "FEDERAL LAW CURRENTLY PROHIBITS ANY USE OF MARIHUANA EXCEPT UNDER VERY LIMITED CIRCUMSTANCES." SEE MCL 333.26422(c). IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONSULT WITH YOUR ATTORNEY.

Sec. 7-5. – Application.

- (a) Initial permit. Every applicant for ~~a~~ an initial permit under this chapter shall file an application under ~~notarized~~ oath with the City Clerk upon a form provided by the city, which shall fulfill all of the requirements indicated on the form, including, but not limited to:

(1) The name, age, and address of applicant and operator:

~~(a)~~

- (i.) Name, age, and address of the applicant and all partners of the applicant, including proof that the applicant and/or proposed employees are at least 21 years of age;

~~(b)~~

- (ii.) Name, age, and address of the operator of the ~~marihuana~~ marijuana facility in cases where this differs from the applicant;

~~(c)~~

- (iii.) In the case of corporations, partnerships, non-profit organizations, or other business types, the applicant shall be the highest level official or employee of the entity such as, board president, chief executive officer, executive director, or comparable position;

~~(d)~~

- (iv.) If the applicant is a corporation, a copy of the articles of incorporation and current corporation records disclosing the ~~identity~~ identities, ages, and residential addresses of all directors, officers, and shareholders. Include the address of the corporation ~~itself~~ office, if different from the address of the ~~marihuana~~-marijuana facility, and the name and address of the resident agent for the corporation;

- (v.) If the applicant is a limited liability company, a copy of the LLC operating agreement and current company records disclosing the identities, ages, and residential addresses of all officers, directors (if any), and members. Include the address of the company office, if different from the address of the marijuana facility, and the name and address of the managing member for the company;

~~(e)~~

- (vi.) If the applicant is a partnership, the names, ages, and residence address of each of the partners and the partnership ~~itself~~ office, if different from the address of the ~~marihuana~~ marijuana facility, and the name and address of the resident agent;

~~(f)~~

- (vii.) Photo identification of the applicant and operator and/or driver's license; and

~~(g)~~

- (viii.) The professional licensing history of the applicant; whether such person has had a professional license issued, revoked, or suspended.

If the applicant has had a professional license revoked or suspended, the reason therefore, and the business activity or occupation subsequent to such action of suspension or revocation.

(h)

(ix.) A copy of the application for the state operating license.

- (2) The location and mailing address and all telephone numbers where the business is to be conducted, and the name and address of the owner, if different from the holder of the permit, and written evidence of the applicant's right to possession of the premises.
- (3) An area map, drawn to scale, indicating within a radius of 1,000 feet from the boundaries of the proposed ~~marihuana~~ marijuana facility site, the proximity of the site to any school or existing ~~marihuana~~ marijuana facility and zoning permit or similar clearance from the zoning administrator verifying the proposed use of the location at which the license will be utilized is in compliance with the zoning ordinance.
- (4) A certificate of occupancy or similar clearance from the building department verifying the structure and premises at which the permit will be utilized is in compliance with building, property maintenance, and all other applicable local code provisions. The certificate of occupancy is required within 60 days of the permit being issued, and is required before opening of the ~~marihuana~~ marijuana facility.
- (5) A statement that the applicant will not violate any of the laws of the state of Michigan or the ordinances of the city of Ypsilanti in conducting the business in which the permit will be used, and that a violation on the premises may be cause for objecting to renewal of the permit, or for requesting revocation of the permit.
- (6) A signed release included with the application form permitting the police department to perform a criminal background check to ascertain whether the applicant and operator named on the application have been convicted of a felony.
- (7) A description of the security plan for the facility, including, but not limited to, any lighting alarms, barriers, recording/monitoring devices, and/or security guard arrangements proposed for the ~~marihuana~~ marijuana facility and premises.
- (8) Proof of insurance for fire damage in the amount of the value of the premises and liability insurance with minimum limits of \$500,000.00.

- (9) ~~Description~~ A description of the process for and proof of compliance with the statewide monitoring system as required by the MMFLA and MTA.
 - (10) A description of the products and services to be provided by the ~~marijuana~~ marijuana facility, including retail sales of food and/or beverages, if any, and any related accommodations or facilities.
 - (11) A description of the facility's safety and quality-control procedures.
 - (12) ~~Detailed~~ A detailed description of all marijuana storage facilities.
 - (13) A detailed description of the facility's procedures for storage and point of sale.
- (b) Renewal of permit. Every applicant for the renewal of a permit under this chapter shall file an application under oath with the City Clerk upon a form provided by the city, which shall fulfill all of the requirements indicated on the form and not waived under subsection (c) of this section, including, but not limited to:
- (1) Items (1) through (6), (8) through (10), and (12), under subsection (a) of this section.
 - (2) A detailed description of any changes to the facility's security plan since the applicant's most recent application.
 - (3) A detailed description of any crimes or attempted crimes, reported or unreported, that have occurred on-site at the facility or at another location but in connection with the activities of the facility, since the applicant's most recent application.
 - (4) A detailed description of any changes to the facility's safety or quality-control procedures since the applicant's most recent application.
 - (5) A detailed description of any changes to the facility's storage or point-of-sale procedures since the applicant's most recent application.
- (c) Transfer of permit. State approval of the transfer of a state operating license or issuance of a new state operating license shall be a prerequisite for any transfer of a city permit except under section 7-4(f)(3)(ii) of this chapter. Every applicant for the transfer of an existing permit under this chapter shall file an application under oath, by both the transferor and transferee, with the City Clerk upon a form provided by the City, which shall include all of the following:
- (1) The names of the transferor and transferee;

- (2) All information required for an application for a new permit by the proposed transferee;
- (3) Any materials submitted at the state level during the approval process for the transfer of a state operating license.
- (4) The City Clerk may waive any minor irregularities or incompleteness of an application for the transfer of an existing permit to the extent that a sufficiently thorough review and investigation of the application and parties can be made in a timely manner.

Sec. 7-6 – Approval of application.

The City Clerk may issue, renew, or authorize the transfer of a permit under this chapter if inspections for safety, zoning compliance, criminal history background checks, and all other information available to the city verify that the applicant has submitted a full and complete application, paid the appropriate fee, has made improvements to the business location consistent with the application, and is prepared to operate the business within compliance with this Code and any other applicable law, rule, or regulation. The city manager or designee will deny any application that does not meet the requirements of this chapter or any other applicable law, rule, or regulation or that contains any false or incomplete information. In evaluating an application for an initial permit, renewal of a permit, or transfer of an existing permit, city staff may consider whether the following factors apply:

- (1) All information in the application is true and the application contains no errors.
- (2) The application is informative and contains no omissions. The components of the application provide enough detail for city staff to thoroughly evaluate the strength of the application.
- (3) On its face, the application is organized and well thought out.
- (4) The application evidences the applicant's intention and ability to comply with all provisions and requirements of this chapter, the MMMA, the MMFLA, the MTA, and other applicable state and local laws. Where necessary, the application explains how the facility's policies ensure compliance.
- (5) The background check evidences the applicant's suitable character and fitness.
- (6) For application for an initial permit, the facility's security plan is detailed and provides reasonable assurance that the facility's design and standard operating procedures deter crime.

- (7) For applications for an initial permit, the application describes safety procedures that provide reasonable assurance of the safety of patients and employees.
- (8) For applications for an initial permit, the application describes storage design and point-of-sale procedures that provide reasonable assurance that marijuana products are stored and sold safely and securely.
- (9) For applications for the renewal of an existing permit, the facility has not made any changes to its security plan that diminish deterrence of crime.
- (10) For applications for the renewal of an existing permit, the facility has not made any changes to its safety procedures that diminish the safety of patients or employees.
- (11) For applications for the renewal of an existing permit, the facility has not made any changes to its storage design, storage procedures, or point-of-sale procedures that diminish the ability to track or safely store marijuana products.
- (12) For applications for the transfer of an existing permit, the proposed transfer would not drastically change the status quo for the residents of Ypsilanti with respect to their experience of the presence of medical marijuana facilities in their city, with particular regard for:
 - (i.) The appearance of buildings, particularly in the downtown area and all historic districts.
 - (ii.) Signage visible to the public.
 - (iii.) The effect on local businesses.

Sec. 7-7 – Violations and penalties.

Any person who is found to be in violation of this article shall be responsible for a misdemeanor and shall be subject to a fine of up to 90 days in jail and/or not more than \$500.00.

Sec. 7-8. – Conditions necessary.

No permit shall be issued, renewed, or transferred under this chapter unless the city confirms the proposed marijuana facility complies with all of the following minimum requirements:

- (1) All provisions of the city building, fire, electrical, and health codes have been fulfilled.

- (2) All relevant provisions of chapter 122 of this Code have been fulfilled.
- (3) The applicant and operator shall not have any felony convictions.
- (4) The applicant or business has no outstanding back taxes, fines, fees, or liens owed to the city.
- (5) A business license has been obtained from the city assessor.
- (6) A state operating license has been issued or pre-approved for the operator.
- a. If any clause, sentence, section, paragraph, or part of this ordinance, or the application thereof to any person, firm, corporation, legal entity, or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not effect, impair, or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations, legal entities, or circumstances by such judgment shall be confined in its operation to the clause, sentence, section, paragraph, or part of this Ordinance thereof directly involved in the case or controversy in which such judgment shall have been rendered and to the person, firm, corporation, legal entity, or circumstances then and there involved. It is hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid or unconstitutional provisions not have been included in this Ordinance.
- b. All other Ordinances inconsistent with the provisions of this Ordinance are, to the extent of such inconsistencies, hereby repealed.
- c. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours.
- d. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in the Ann Arbor News. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2019

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the Washtenaw Legal News on the ____ day of _____, 2019.

#Ordinance No. 1339-Ord 1339

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting
of the City Council held on the ____ day of _____, 2019.

Andrew Hellenga, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____

#Ordinance No. 1339-Ord 1339



Resolution No. 2019-127
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an ordinance entitled "An Ordinance to Amend Ypsilanti City Code, Chapter 7, Medical Marijuana, to Allow for the Transfer of Local Permits for Medical Marijuana Facilities." be Officially Closed.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
18 day of June 2019

#Resolution No. 2019-127



Resolution No. 2019-128
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2019-127, approving the minutes of May 21, May 28, and June 4, 2019.**
2. **Resolution No. 2019-128, approving appointments to boards and commissions.**
3. **Resolution No. 2019-129, approving the use of a receiving board for the August 6, 2019 WISD Special Election.**

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
18 day of June 2019

#Resolution No. 2019-128



Resolution No. 2019-129
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of May 21, May 28, and June 4, 2019 be approved.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
18 day of June 2019

#Resolution No. 2019-129



MINUTES REGULAR COUNCIL Meeting

6:00 PM - Tuesday, May 21, 2019
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, May 21, 2019, at 6:00 PM, in the Council Chambers, with the following members present:

PRESENT: Mayor Beth Bashert, Council Member Jennifer Symanns, Council Member Steven Wilcoxon, Council Member Nicole Brown, Mayor Pro-Tem Lois Richardson, and Council Member Anthony Morgan

ABSENT:

I CALL TO ORDER

The meeting was called to order at 6:00 p.m.

II INVOCATION

Mayor Bashert asked all to stand for a moment of silence.

III PLEDGE OF ALLEGIANCE

- a) I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

IV AGENDA APPROVAL

- a) Mayor Bashert requested a motion to approve the agenda.

V CLOSED SESSION

- a) Closed session to discuss labor negotiations. *OMA 15-268(c)*

The meeting adjourned to Closed Session at 6:02 p.m. and reconvened to Open Session at 6:59 p.m.

Council Member Nicole Brown moved, seconded by Council Member Jennifer Symanns, to adjourn to Closed Session

The meeting adjourned to Closed Session at 6:02 p.m.

RESULT:	CARRIED.
MOVER:	Council Member Nicole Brown
SECONDER:	Council Member Jennifer Symanns
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, and Anthony Morgan

Council Member Steven Wilcoxen moved, seconded by Council Member Nicole Brown, to reconvene to Open Session

The meeting reconvened at 6:59 p.m.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxen
SECONDER:	Council Member Nicole Brown
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Lois Richardson, and Anthony Morgan

- b) Resolution No. 2019-107, approving the collective bargaining agreement with POAM.

Council Member Nicole Brown moved, seconded by Council Member Jennifer Symanns, to Postpone Resolution No. 2019-107 until the June 4th Regular Meeting

RESULT:	CARRIED.
MOVER:	Council Member Nicole Brown
SECONDER:	Council Member Jennifer Symanns
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Lois Richardson, and Anthony Morgan

VI INTRODUCTIONS

Mayor Bashert introduced the following individuals; City Manager Frances McMullan, City Clerk Andrew Hellenga, Economic Development Director Joe Meyers, Community Development/DDA Director, Assistant City Attorney Jesse O'Jack, Fire Chief Ken Hobbs, Police Chief Tony DeGiusti, and Boy Scouts

VII PRESENTATIONS

- a) Presentation of the Capital Improvements Plan - Economic Development Director Joe Meyers

Economic Development Director Joe Meyers provided an overview of the Capital Improvements Plan.

Mayor Pro-Tem Richardson asked if the facility overhead payments is for all city buildings. Mr. Meyers responded in the affirmative. Ms. Richardson asked if the Capital Improvement Plan comes out of the budget. Mr. Meyers responded this year's plan will, and for the next five years it will not be included. Council Member Wilcoxen asked why the plan is not broken down into payment segments, in order to begin saving. He asked why the payment for the dam is not begin broken up into two payments. Mr. Meyers responded it can be if that is the will of Council.

Council Member Wilcoxen asked if a vactor truck was something the city needs, isn't it a Ypsilanti Community Utilities Authority issue. Ms. McMullan responded it is her understanding that some drains are owned by the city, and this equipment is needed to ensure they are functioning properly.

Council Member Symanns asked if it is mandatory the city purchase a new vactor truck this Fiscal Year. Mr. Meyers responded 'mandatory' does not necessarily mean this year, it means it will need to be replaced. Ms. McMullan added the Interim Department of Public Services Director is not opposed to renting or leasing the vehicle.

Mayor Bashert stated she understands there are departmental needs, especially in DPS, but this is a lot of need. She would like to see the purchases spread out over four years, opposed to three. She asked how often would the city use a vactor truck in order to determine if it needs to be purchased, and more detail on other vehicles.

Mayor Pro-Tem Richardson asked if there are vehicles the city could share the cost with surrounding communities. Mr. Meyers responded in the affirmative.

Council Member Wilcoxen asked why depreciation of vehicles is not included in the plan. Finance Director Basabica responded that can be included in the budget in future Fiscal Years.

Council Member Wilcoxen asked if the costs for roads had been included in previous budgets. Mr. Meyers responded the amounts listed are what's due, which are paid through Act 51 and WATs.

Council Member Morgan asked if the discussed repairs of city bridges are included in this plan. Mr. Meyers responded they will be included, he just does not know which years. That will be determined at the Special Council meeting.

Mayor Bashert asked why the Fire Department floor drains is listed as costing \$124,000, and last year the project was budgeted for \$90,000. Chief Hobbs responded the last he spoke with former Fire Chief Anthouard the amount was upwards of \$150,000, and suggested rebidding the project. Ms. Bashert asked if OHM Engineers developed that estimate. Chief Hobbs responded he is not certain, but he will follow up on the estimate. Ms. Bashert stated that is a drastic increase. Ms. McMullan stated since the project didn't move forward it will need to be rebid.

Council Member Symanns asked for a justification for the projects, and include a column and funding source in the plan. Mr. Meyers responded that will all be provided to Council.

Council Member Symanns asked why computers are not included in the plan. Mr. Meyers responded since computers are purchased every year the state requires they not be included in the plan.

Council Member Morgan stated there are a lot of things listed the indicate mandatory, and asked if they were presented to Mr. Meyers in that manner. Mr. Meyers responded for the most part, if not that stipulation was provided he entered what he believed to be the items importance. Mr. Morgan asked for an indicator to why the items are mandatory.

VIII PUBLIC COMMENT (3 MINUTES)

1. Barry Hensol, Eastern Michigan Camero Club, stated in six weeks the Camerofest will be held in Riverside Park. The attendance is roughly 450 Cameros a year, with about 4,000 attending the event. The charity efforts are a big part of the event, and this year is the Fallen and Wounded Soldiers Fund. The festival is not requesting a direct donation, but looking for an upgrade to the inland road of the park.
2. Mark Hergott, 111 Miles, stated he is here to voice his support for Desirae Simmons for the vacancy in Ward 3. Ms. Simmons is a good neighbor, she would also be a good Council Member and ultimately good for the city.
3. Michael Berry, 125 E. Forest, stated he applied to plant a tree on the city's easement, which was denied after six months. He has explained to DPS the city is hostile to tree planting, and there is not evidence Ypsilanti is a tree planting city. Prior to DPS learning what type of tree he would like to plant, he heard several reasons why he should not plant a tree.
4. The CREAM Inc., 301 W. Michigan Ave, stated CREAM is a 501(c)3 organization with the mission is to empower individuals in the community to excel at home, school, and the workplace. The organization is partnering with Mentor2Youth, and also offering empowerment sessions at the Parkridge Community Center.

IX CONSENT AGENDA

- a) Resolution No. 2019-108, approving the Consent Agenda

Council Member Nicole Brown moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2019-108, Consent Agenda

RESULT:	CARRIED.
MOVER:	Council Member Nicole Brown
SECONDER:	Council Member Jennifer Symanns
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, and Anthony Morgan

- b) Resolution No. 2019-109, approving the minutes of May 7, 2019.
- c) Resolution No. 2019-110, approving Ordinance No. 1336 - An ordinance to amend Chapter 22 "Businesses" of the Ypsilanti City Code, by adding Article VI, "Inspection and control of certain businesses" and setting forth the penalties for violations. **(Second Reading)**

X RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2019-111, approving the application for Co-Sponsorship/Park Road Repair for the 2019 Ypsilanti Camaro Superfest.

Mayor Pro-Tem Richardson stated Council has discussed repairing the road in the park, and recommended the city accept to improve the road.

Council Member Morgan asked if Council is being approached with an ultimatum. Mayor Bashert responded she believes this is a price of doing business, not an

ultimatum. Mr. Morgan stated the Cross Street bridge is in poor condition and classic cars drive over it every Thursday night for the car shows.

Council Member Wilcoxen asked what the cost would be to repair that road. Berry Hensel stated the road the festival is most concerned is the road closest to the river. Mr. Wilcoxen asked if there is an estimate for linear feet of needed asphalt. He added at a certain point there will need to be culvert to prevent further deterioration. DPS Director Brad Holman responded his department has received estimates of roughly \$8,500 for the repairs. He explained every time it rains it will damage that road, in order to prevent that there have been talks of raising the road. Council Member Symanns asked if this has been incorporated in the budget for FY 19-20. Mr. Holman responded there is money available for parks in the budget. Ms. Symanns stated the CameroFest is only asking for sixty feet, not three-hundred, and there is potential to only do the segment being requested. Mr. Holman responded if only the sixty feet were repaired it would create a smoother ride, but it would not stop the water from damaging the segment. Mayor Bashert stated the park is in a flood plain, and she is not certain anything will stop the deterioration of the road.

Council Member Brown asked if the \$8,500 includes raising the three-hundred foot segment. Mr. Holman responded in the affirmative. Ms. Brown stated it was mentioned there is funding available for park improvements, and asked if that money is separate than what was already allocated for specific projects. If funding was allocated from that funding sources Council would need to re prioritize projects. City Manager McMullan responded the DPS budget includes a line item for parks, the funding for this project would come from there, not from the \$100,000 allocated for park improvements.

Mr. Holman stated the road could be cold patched until more funding is available to properly fix the road. Council Member Wilcoxen asked if that would be roughly \$1,100. Mr. Holman responded in the affirmative.

Council Member Symanns stated many festivals use the Riverside Park and it would benefit for those events, and the city to have this road repaired.

Council Member Wilcoxen stated the problem is a road was placed where it should not be, because it is a flood plain. Now the discussion is revolving on greater engineering fees in order to repair the road to withstand flooding. However, the real answer is there should not be a road there, and this problem will continue to occur as long as there is a road there. If the road is rerouted not along the river it will save potential problems in the future.

Council Member Lois Richardson moved, seconded by Council Member Nicole Brown, to amend the Resolution to read "repair the interior road of Riverside Park"

RESULT:	CARRIED.
MOVER:	Council Member Lois Richardson
SECONDER:	Council Member Nicole Brown
AYES:	Beth Bashert, Jennifer Symanns, Nicole Brown, Lois Richardson, and Anthony Morgan
NAYS:	Steven Wilcoxen

- b) Resolution No. 2019-104, approving the purchase of 30 Kramer. **(postponed from the May 7th Meeting)**

Council Member Brown asked for confirmation that the property owners are not interested in leasing the property. Mayor Bashert stated that she met with property owners and thinks that it makes sense to have a conversation about the triangular part of the parcel. Mayor Pro-Tem Richardson stated that her constituents are against the purchase of City property. They do not support the business and she has to support her constituents.

Council Member Wilcoxon stated that there was initially confusion about the piece of the site. It is a strange shape. Mr. Cowan clarified the proposed land purchase shape. He stated that the \$25,000 is for the purchase of the property and for putting in a temporary construction road to avoid blocking Huron St. They will restore the property back to its original condition. Ms. Bashert asked Ms. McMullan if this project would come back to Council if it is approved today. Ms. McMullan answered in the affirmative.

Council Member Morgan asked how much different this proposal is from the original. Mr. Cowan responded that his client is willing to buy the entire 30 Kramer and the triangular portion for \$60,000. They have agreed to not build on part of the property as requested by the Planning Department. Council Member Brown asked for clarification about that the triangular piece was referring to the entire trapezoid piece. Mr. Cowan replied that he will keep the parcel as landscaping and green space unless Planning Department says differently.

Council Member Morgan stated that he is pro business and but does not think the dispensary should not own City property. Council Member Symanns sees how this piece could create a buffer to the community and does not support selling the whole piece. Mr. O'Jack clarified that the resolution presented two options and they must choose one before voting on the resolution.

Council Member Lois Richardson moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2019-104 as amended

RESULT:	DEFEATED.
MOVER:	Council Member Lois Richardson
SECONDER:	Council Member Jennifer Symanns
AYES:	Beth Bashert, Jennifer Symanns, and Steven Wilcoxon
NAYS:	Nicole Brown, Lois Richardson, and Anthony Morgan

- c) Resolution No. 2019-112, authorizing administration to engage the services of OHM and Bergman Architects, Engineers and Planners to prepare and submit a BUILD Grant application for funding.

City Manager McMullan made a correction to the resolution to read "to engage the services of OHM and Bergman Architects, Engineers and Planners to prepare us for an application for funding on behalf of the city for the BUILD grant program." Mayor Bashert asked if the perimeters are different than the CRISI grant and how this one could affect the other. Ms. McMullan replied that this is

just another option and would not hinder the CRISI grant. The CRISI grant is just for rail and is specific. This grant is more generic and has potential for more money. Mayor Pro-Tem Richardson asked the purpose of the BUILD and CRISI grants. Ms. McMullan responded that they would be used to fund the train platform. Ms. Richardson would like to make sure that the BUILD grant money is used only for the train platform. Ms. McMullan also noted that the City's match money is less with this grant.

Council Member Anthony Morgan moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2019-112 as amended

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Nicole Brown
AYES:	Beth Bashert, Jennifer Symmans, Steven Wilcoxon, Nicole Brown, Lois Richardson, and Anthony Morgan

- d) Discussion regarding potential budget amendments to FY 2018-19 & FY 2019-2020.

Mayor Bashert asked what Council wants for the next budget. Council Member Symmans stated that she would rather have a balanced budget with a cushion to anticipate new items and refrain from dipping into reserves. Council Member Brown stated that she would also like a balanced budget with a cushion if possible. Council Member Wilcoxon stated that he would like the same. Council Member Morgan added that if there was a balanced budget in the past 10 years he would like to know the core reasons for a balanced budget or deficit. Mayor Pro-Tem Richardson also agreed that we need a balanced budget. Finance Director Basabica clarified that the City needs a balanced budget but is allowed to use reserves to cover a shortfall. Ms. Bashert asked Mr. Basabica how much the City is currently over budget. He responded that they will end the year with a \$182,000 shortfall. Ms. Bashert noted that they need to find \$440,000 to end next year with a cushion.

Ms. Symmans asked Mr. Holman how frequently they use the vactor truck or if that is mostly used by YUCA and if it must be replaced this fiscal year. Mr. Holman replied that the vactor truck is used early spring through the summer. Mr. Holman added that they have not done a full season of cleaning and routine maintenance for 3-4 years. The current vactor truck is very old and breaks down frequently. The price for leasing is about \$16,000 a month. Ms. Symmans asked what the lowest priority item for his department would be. He replied that his highest priority is the vactor truck and could hold off on the High Ranger.

Ms. Brown asked Mr. Holman what is the typical lifespan of the truck. Mr. Holman replied that it is 8 years. He also stated that they chose the \$420,000 truck but there is an option for a \$369,000 truck. Mr. Basabica noted that this is in the Motorpool Fund but would have no effect on the General Fund. Ms. Simmons asked Ms. McMullan if she had any thoughts about how to build a cushion into the General Fund. Ms. McMullan responded that the changes from the proposed budget are mainly additions in personnel which will improve service. Ms. McMullan recommends that Council look at the public safety and

mental health money to determine how they want to allocate it. Ms. McMullan also noted that the building department increased revenue by raising the cost of a certificate of compliance. Ms. Brown noted that the budget has the youth mental health listed twice one of which can be removed. Ms. Brown asked about the Water Street activities line item. Mr. Meyers responded that it has been a standing line item for things like fence repair or other issues that come up on the property. Mr. Wilcoxen asked about the garbage collection deficit. Ms. McMullan responded that it is her goal is to have a new contract before the current one expires and find potential savings there.

Ms. Brown inquired about 4420 Special Events Expenditures. Chief DeGiusti replied that not all costs to the City are reimbursable. He does not think the fees cover staffing costs. Ms. Bashert noted that the changes in the parking strategy will make a difference in future revenue. Ms. Bashert also wanted to state on the record that she would like to personally take out the first parking meter. Ms. McMullan asked Mr. Basabica if the Special Events Expenditures was for increased staffing wages. Mr. Basabica responded in the affirmative. Ms. Bashert noted that it is necessary to revisit fees if they are not covering costs. Ms. Brown added that they should also look at fee waivers and sponsorship. Ms. Bashert noted that there is county millage available and there is already money set aside for Peninsular Dam. Ms. Richardson stated that that county millage should go to the police department. Ms. Richardson said it is important to look at additional revenue sources including an organization to find federal grants and congressional support opportunities.

Council calculated a new budget estimate for staff to work with.

XI LIAISON REPORTS

1. SEMCOG Update - None
2. Washtenaw Area Transportation Study - None
3. Urban County - None
4. Ypsilanti Downtown Development Authority - DDA Director Jacobs noted that Ypsi Clean-up Day happened over the weekend.
5. Ypsilanti Youth Safety Collaboration - None
6. Friends of Rutherford Pool - Mayor Bashert said they are getting ready to open and will be solar. The triathlon is happening August 10th.
7. Housing Equity Leadership Team - None

XII COUNCIL PROPOSED BUSINESS

Richardson

- Constituents are asking her about the Dam removal. There is a need to find a better way to inform people about what is happening in the city.
- Wants a training session on parliamentary procedure.
- Need to do something about the road in front of Messiah Temple.

- Parkridge Park Cleanup on Saturday went well, but the grass was not cut which interfered with the cleanup. There should be a schedule for grass cutting.

Morgan

- Ward 3 constituents are asking about speed bumps.
- Trucks are still making shortcuts down Prospect. Mayor Bashert noted that they should look at the ordinance.

Symmans

- Near the Water Tower there is a broken railing. Director Holman will look into the railing.
- Agrees the mowing schedule would be helpful.
- Double Trash Day notices are sent too late.

Brown

- If there is money available from the youth fund she will direct Educate Youth to apply for a grant. If there is not money she wants to find ways to support them. June 8th there is an end of the school year celebration and hopes for some representation.

XIII COMMUNICATIONS FROM THE MAYOR

- Appreciated Clerk Hellenga for his work in the Ward 3 process.
- July 4th parade is the longest running parade in Michigan. Council marches in the parade. Memorial Day parade is on Monday.
- She asked for an update about technology in Council Chambers.
- She asked if property sales revenue should go to Water Street debt reduction.

XIV COMMUNICATIONS FROM THE CITY MANAGER

- Assistant to the City Manager will start next Monday.
- She will send the solid waste RFP to Council.
- She appreciates Council and staff for their work on the budget.

XV COMMUNICATIONS

a) Nominations

Sustainability Commission - Exp. 5/1/2022

Takunia Collins
3109 Woodland Hills Dr. Apt 34
Ann Arbor, MI 48108

b) Nominations - Reappointment

Planning Commission - Exp. 5/1/2022

Jared Talaga - Reappointment
329 Worden
Ypsilanti, MI 48197

Matt Dunwoodie - Reappointment
201 Oakwood
Ypsilanti, MI 48197

Phil Hollifield - Reappointment
125 Hawkins
Ypsilanti, MI 48197

c) Important Dates

- Thursday, May 23rd 5 pm - Ward 3 Candidate Interview Questions Due
- Friday, May 24th -Selected Candidates are informed of the interview
- Tuesday, May 28th 6 pm - Candidate Interviews
- Tuesday, June 4th 6pm - Deadline for Ward 3 Appointment

XVI PUBLIC COMMENT (3 MINUTES)

1. Chana Malkins, 905 Frederick, encouraged Council to support staff's vision. The City has to find other sources of revenue and make investment when needed to let go of the need to make many budget cuts. She does not want to see cuts to mandated public services. It is the responsibility of elected officials to govern justly and do what is best for this municipality.

XVII REMARKS FROM THE MAYOR

XVIII ADJOURNMENT

- a)** Resolution No. 2019-113, adjourning the City Council Meeting.

Council Member Symanns moved, seconded by Council Member Brown to adjourn the meeting.

On a voice vote, the motion carried, and the meeting adjourned at 10:10 pm.



MINUTES SPECIAL Meeting

6:00 PM - Tuesday, May 28, 2019
Council Chambers

The SPECIAL of the City of Ypsilanti was called to order on Tuesday, May 28, 2019, at 6:00 PM, in the Council Chambers, with the following members present:

PRESENT: Council Member Jennifer Symanns, Council Member Steven Wilcoxon, Council Member Nicole Brown, Mayor Pro-Tem Lois Richardson, Mayor Beth Bashert, and Council Member Anthony Morgan

ABSENT:

I CALL TO ORDER

The meeting was called to order at 6:01 p.m.

II INVOCATION

Mayor Bashert asked all to stand for a moment of silence.

III PLEDGE OF ALLEGIANCE

- a) I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

IV AGENDA APPROVAL

- a) Mayor Bashert requested a motion to approve the agenda.

Council Member Anthony Morgan moved, seconded by Council Member Steven Wilcoxon, to approve the agenda as submitted

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Steven Wilcoxon
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Beth Bashert, and Anthony Morgan

V PUBLIC COMMENT (3 MINUTES)

1. Shashanna Wector, 310 Maple, supported Annie Sommerville for appointment to Ward 3. He also brought up her work with Senator Jeff Irwin.
2. Sharman Spieser, 2266 Merrill St, Ypsilanti Township, advocated for the appointment of Desirae Simmons. She commented on Ms. Simmons' connections to many demographics.

3. Barbara Zmich, 314 Maple, spoke in favor of Desirae Simmons because they know Ms. Simmons and agree on many things. She said that she admires her bottom up approach and that she is very empathetic. She added that Ms. Simmons is politically talented and morally aware.
4. Brian Geiringer, 415 Pearl, recited the quote, "we are what we consistently do so excellence is not an act but a habit" and noted that excellence is a habit of Ms. Simmons. He added that she is thoughtful, decisive, and has the ability to translate the will of the people. He also noted that she is the only candidate to run for council in the last election.
5. Anthony Sammour, 1414 Harris Rd, advocated for the appointment of Desirae Simmons. He added that she cares about participatory democracy.
6. Tyler Weston, 302 N Grove, thanked those running and Council for the opportunity.
7. Steve Grose, 929 Pleasant, spoke in favor of John McMillian. He has worked with Mr. McMillian in the past and he gets things done with respect. He encourages his appointment.
8. Celeste M, 314 Maple, supported Desirae Simmons.
9. Ruth Cassidy, 1511 Woodier, spoke in favor of Desirae Simmons. She noted that she ran in 2018 and took 800 votes.
10. Amber Fellows, Ward 3, supported Desirae Simmons, but also respects Annie Sommerville. She noted that Ms. Simmons is the only person to have voter support. She thinks that her communications background will assist Council. She stated that Ms. Simmons really hears what people are saying. She also noted that Ms. Simmons is a millennial and many of the city is. She thinks that she is the clear replacement of Pete Murdock. She noted that Ms. Simmons listens to all people in the Ward.
11. Finn Bell, 1123 Pearl, supported the appointment of Desirae Simmons and it is important that she ran for council.

VI REMARKS FROM THE MAYOR

VII WARD 3 VACANCY INTERVIEW

a) John McMillian Interview

Mayor Pro-Tem Richardson asked John McMillian how he would go about representing the residents of Ward 3. Mr. McMillian responded that he would work with the other Ward 3 council member to represent their constituents. He has also lived in Ward 3 for 20 years and has been active in the Depot Town neighborhood since then.

Council Member Morgan asked Mr. McMillian what he feels the city's opportunities are for increasing tax revenue and what he would do to support bringing those opportunities to fruition. He responded that the city has to develop parking which will help to bring the train station and more businesses into the city. This will also bring more employers and create a greater tax base.

Council Member Symmans asked Mr. McMillian how in the last 10 years he has worked across all 3 Wards and what his reputation is regarding the City, prior to City Council hopes. He has been involved with Ward 2, Heritage

Festivals, the pool, Eastern Michigan, Huron River, the Township, and has worked with the Freighthouse for 9 years.

Council Member Brown asked how important it is to represent a constituency base and reflect their concerns despite how he feels about the concerns. He replied that it is very important, and the biggest thing is for the city to work together and with the Township to bring jobs and opportunities to the city. There are also many opportunities in the parks for more activities.

Mayor Bashert asked how Mr. McMillian plans to deal with the time intensive position with constituents who are used to responsive and strong council members. He responded that he is retired and has a lot of time to be available to constituents. He is also active with the University and Township communities.

Council Member Wilcoxon asked how he sees balancing the needs of the varied people in Ward 3 and the City overall. He responded that he is both a landlord and a resident of the area. He wants the whole city to grow and to make sure all the Wards work together.

Mayor Pro-Tem Richardson asked how often he has attended council meetings and if he is up to date with the issues. He stated that he attends council meeting in spurts particularly when there is a topic with which he is involved. He is informed about council business on a daily basis from the community and has been involved with many departments including fire, police, parks and recreation, and public works.

Council Member Morgan asked Mr. McMillian if he were to receive a \$1 million grant to use for the city what would he do with it. Mr. McMillian responded that he would like to hear from other council members and the community to help him determine for what the grant should be used.

Council Member Symmans asked if someone came to him with a proposal to build a new piece of public infrastructure in the city how would he would evaluate whether the project was worth implementing. He replied that he is from the construction industry and is very familiar with evaluating these types of projects.

Council Member Brown asked Mr. McMillian what assets he will bring to council and how they would help move the council and city forward. He replied that his background, experience, and involvement with the community would be helpful. He will also work to make sure the community is part of the decision-making process.

Mayor Bashert asked given that this seat is being filled by vote of council rather than constituents, how does he plan to represent Ward 3 and balance his representation of the constituents if they are not congruent with his opinions. Mr. McMillian stated that it has been his experience that when working with different groups there is often some agreement. It is important to listen and work with the parties involved to make the best decision.

Council Member Wilcoxen asked Mr. McMillian if he thinks it is reasonable to use city government to limit legal activity based on personal moral values. Mr. McMillian responded that to an extent it is reasonable. In the past he has worked as a government contractor and has followed the required procedure.

Mayor Pro-Tem Richardson asked Mr. McMillian to explain the difference between diversity, equity, and inclusion and how he sees them interplay in Ypsilanti. He replied that it is important to make sure we look at everything in the community and make sure that we are making decisions that have all three categories represented. It also depends on the topic and what is the desired outcome.

Following the questions from council, Mr. McMillian then made a short statement. He stated that he was born and raised in Detroit, moved to Northville, and has been in Ypsilanti for the past 24-26 years. He has enjoyed working on many projects and thinks he is an active member of the community. He has worked with many groups of people and diverse age groups. He described himself as level-headed, he offers his opinion, but also likes to listen to others.

b) Desirae N.P. Simmons Interview

Council Member Morgan asked Desirae Simmons how she would go about representing the residents of Ward 3. She responded that she would represent residents the way she currently does. She would find out what is important to them and the issues they face and would then look for the appropriate solution. She would also like to connect people with different government departments, informal groups, and share resources throughout the city.

Council Member Symmans asked Mr. Simmons what she feels the city's opportunities are for increasing our tax revenue and what she would do to support bringing these opportunities to fruition. Ms. Simmons replied that it is important to look at the relationship between the city and the township in the long-term. It is also important to support existing businesses districts. It is also important to make sure that there are opportunities for residents to stay and buy homes in the city.

Council Member Brown asked Ms. Simmons how in the last 10 years she has worked across all 3 wards and what her reputation is regarding the City, prior to City Council hopes. Ms. Simmons responded that while living in Boston she did a lot of community engagement work with youth and low-income communities and looked for more ways to support these students. Since moving to Ypsilanti in 2014 she has believes that she has a strong relationship across the wards. She has organized many community events within the city, worked with community groups, and served on the subcommittee on housing affordability.

Mayor Bashert asked how important it is to represent a constituency base and reflect their concerns despite how she feels about their concerns. Ms.

Simmons responded with a few examples of working with constituents on topics that were not her top priority and also times she was honest about her position on a subject and was able to still retain their support.

Council Member Wilcoxen asked Ms. Simmons how she plans to deal with the time intensive council position with constituents who are used to responsive and strong council members. She responded that she is very responsive and present in the community. She is used to balancing a lot of things has shown commitment to council business by attending meetings and catching up on council business.

Mayor Pro-Tem Richardson asked Ms. Simmons how she sees balancing the needs of the varied people in Ward 3 and the City overall. Ms. Simmons responded that Ward 3's diversity is her favorite part of living there. Though her work, she has also found that people often want similar things and it is important to bring other voices into those conversations and increase access to information.

Council Member Morgan asked Ms. Simmons how often she has attended council meetings and if he is kept up to date with the issues. She stated that she attends once or twice a month and also tries to attend other commission meetings. She feels very up to date on council issues, but also recognizes that there will be a learning curve.

Council Member Symmans asked Ms. Simmons if she were to receive a \$1 million grant to use for the city what would she do with it. Ms. Simmons replied that she would look at the city budget and try to fund some of the projects the City has not been able to fund. She would also put up signs to reduce vehicle speed and increase safety.

Council Member Brown asked Ms. Simmons if someone came to her with a proposal to build a new piece of public infrastructure in the city how would she evaluate whether the project was worth implementing. Ms. Simmons stated that she would get a sense of the proposal to determine if there is a need from current residents, look at the success of past projects completed by this person, and think about how this piece of infrastructure would lead to other opportunities.

Mayor Bashert asked Ms. Simmons what assets she will bring to council and how they would help move the council and city forward. Ms. Simmons responded that she can support communication and transparency efforts and seeks to improve engagement among residents.

Council Member Wilcoxen asked given that this seat is being filled by vote of council rather than constituents, how does she plan to represent Ward 3 and balance her representation of the constituents if they are not congruent with her opinions. She responded that she will always represent her opinions and people will know her position on topics. She will also represent the voices of her constituents and support them as much as they do not go against her values.

Mayor Pro-Tem Richardson asked Ms. Simmons if she thinks it is reasonable to use city government to limit legal activity based on personal moral values. Ms. Simmons replied that it is not.

Council Member Morgan asked Ms. Simmons to explain the difference between diversity, equity, and inclusion and how she sees them interplay in Ypsilanti. She responded that diversity is about general representation of different demographics. Equity is about allocation of resources and opportunities. Inclusion is thinking about how everyone can be included in a space. She stated that Ypsilanti is a very diverse place does not provide equitable access to resources. Inclusion is about thinking about opening the space for people who do not feel like they can be a part of the decision-making process.

Following the questions from council, Ms. Simmons noted that she is a very open person, reasonable, and is trusted by members of the community and thinks that serves her well.

c) Annie Somerville Interview

Council Member Symmans asked Annie Somerville how she would go about representing the residents of Ward 3. Ms. Somerville responded that she has worked in Ward 3 and has a good sense of where to meet people. The biggest thing is to be available and flexible to communicate with constituents.

Council Member Brown asked Ms. Somerville what she feels the city's opportunities are for increasing our tax revenue and what she would do to support bringing these opportunities to fruition. Ms. Somerville replied that one of her concerns is to make sure that Eastern graduates can stay in the city and thinks that bring more jobs and increasing connection to other jobs will increase home ownership within the city.

Mayor Bashert asked Ms. Somerville how in the last 10 years she has worked across all 3 wards and what her reputation is regarding the City, prior to City Council hopes. Ms. Somerville responded that she has been in the city for 6 years. When she was an EMU student she was active on campus to increase millennial civic engagement. She also tries to make sure that she is aware of important that happen at council meetings.

Council Member Wilcoxen asked Ms. Somerville how important it is to represent a constituency base and reflect their concerns despite how she may feel about their concerns. Ms. Somerville responded that because this is an appointment it is especially important to be very accessible and value the constituents over personal opinions.

Mayor Pro-Tem Richardson asked Ms. Somerville how she plans to deal with the time intensive council position with constituents who are used to responsive and strong council members. She responded that she has had to balance work and school in the past. She also has to respond to constituents as part of her current job and would use the same standards as in her office.

Council Member Morgan asked Ms. Somerville how she sees balancing the needs of the varied people in Ward 3 and the City overall. Ms. Somerville responded that she is a renter in Depot Town and was formerly a renter in Ward 2. Her perspective as a renter will be helpful when making decisions to ensure that they work for everyone.

Council Member Symmans asked Ms. Somerville how often she has attended council meetings and if she is kept up to date with the issues. She stated that she attended the last two budget previews and is aware of the issues facing the city.

Council Member Brown asked Ms. Somerville if she were to receive a \$1 million grant to use for the city what would she do with it. She thinks that this money should be used to help Eastern students and current residents get jobs and stay in the city.

Mayor Bashert asked Ms. Somerville if someone came to her with a proposal to build a new piece of public infrastructure in the city how would she evaluate whether the project was worth implementing. Ms. Somerville responded that it is important to make sure it is safe, there is money available, and that it would not put additional burden on the city.

Council Member Wilcoxon asked Ms. Somerville what assets she will bring to council and how they would help move the council and city forward. Ms. Somerville responded that it would be good to have more women in positions of power. Through conversations with residents she has also gained an understanding of their concerns. She also works for the State of Michigan and has a good understanding about council functions and the connections between different levels of government.

Mayor Pro-Tem Richardson asked given that this seat is being filled by vote of council rather than constituents, how does she plan to represent Ward 3 and balance her representation of the constituents if they are not congruent with her opinions. She stated that it is important to listen to constituents and weigh their concerns when making decisions.

Council Member Morgan asked Ms. Somerville if he thinks it is reasonable to use city government to limit legal activity based on personal moral values. Ms. Somerville responded that she does not believe it would be her role to limit legal activity as a council member.

Council Member Symmans asked Ms. Somerville to explain the difference between diversity, equity, and inclusion and how she sees them interplay in Ypsilanti. She responded that they are present within Council, Eastern Michigan University and City and County initiatives, but there is still more to be done.

Following questions from Council, Ms. Somerville thanked Council for the opportunity to be interviewed. She noted that Pete left big shoes to fill and hopes to be as accessible as he was.

d) Tyler Weston Interview

Council Member Brown asked Tyler Weston how he would go about representing the residents of Ward 3. Weston responded that he knows the home owners, renters, and business owners in the Ward as a resident and with his career in real estate. He ran for council 5 years ago and became even more familiar with the business owners and non profits in the ward.

Mayor Bashert asked Mr. Weston what he feels the city's opportunities are for increasing our tax revenue and what she would do to support bringing these opportunities to fruition. Mr. Weston responded that it is important to understand strategies that can increase taxable value of parcels within the city. It is also important to work with the business community to increase their taxable value as well. His career in real estate has given him a deep understanding of tax value.

Council Member Wilcox asked Mr. Weston how in the last 10 years how he has worked across all 3 wards and what his reputation is regarding the City, prior to City Council hopes. Mr. Weston replied that he has been on the committee for Ypsi Pride/Proud Clean-Up Day for the last 10 years and has helped organize thousands of residents to clean all parts of the city. He was also named Ozone House's Volunteer of the Year.

Mayor Pro-Tem Richardson asked Mr. Weston how important it is to represent a constituency base and reflect their concerns despite how he feels about their concerns. Weston responded that he listens to people to understand their needs and wants before he responds.

Council Member Morgan asked Mr. Weston how he plans to deal with the time intensive council position with constituents who are used to responsive and strong council members. He responded that he has experience balancing many things and has found that he is able to find time for things that are important to him. He stated that he would not take on a new commitment if he does not think he has the necessary time and passion. He also noted that he is very responsive and a good communicator.

Council Member Symmans asked Mr. Weston how he sees balancing the needs of the varied people in Ward 3 and the City overall. Mr. Weston replied that he is very well connected to the community because he serves these communities on a daily basis.

Council Member Brown asked Mr. Weston how often he has attended council meetings and if he is kept up to date with the issues. He stated that he in the past four years he has been more involved with Ypsilanti Community Schools. Before that he attended council meetings more frequently. He is very aware of current community issues.

Mayor Bashert asked Mr. Weston if she were to receive a \$1 million grant to use for the city what would he do with it. He responded that he would try to match it from the county or state. He would work on property maintenance within the city.

Council Member Wilcoxon asked Mr. Weston if someone came to him with a proposal to build a new piece of public infrastructure in the city how would he evaluate whether the project was worth implementing. Mr. Weston replied that he would first learn towards a project that would have the most impact on the community. He would also like to see investment in the I-94 crossing bridge and the one-way streets to increase safety.

Mayor Pro-Tem Richardson asked Mr. Weston what assets he will bring to council and how they would help move the council and city forward. Mr. Weston responded that his understanding of economic development and what people are looking for when investing in the city would be beneficial.

Council Member Morgan asked given that this seat is being filled by vote of council rather than constituents, how does he plan to represent Ward 3 and balance his representation of the constituents if they are not congruent with his opinions. He stated that he makes decisions based on his experiences working with residents. He is a good listener and communicator and cares about the community.

Council Member Symmans asked Mr. Weston if he thinks it is reasonable to use city government to limit legal activity based on personal moral values. Mr. Weston does not think it is reasonable.

Council Member Brown asked Mr. Weston to explain the difference between diversity, equity, and inclusion and how he sees them interplay in Ypsilanti. He responded that diversity is difference in many forms including people, places, and ideas. Equity starts with recognizing that some people have privileges that others do not. equity helps give people a level up with the recognition that they started at a lower level. Inclusion is also a recognition of privilege and that most decisions have been historically made by white males. He noted that it is important to listen to many different perspectives.

Following the questions for council, Mr. Weston then thanked Council for the opportunity. He noted that Pete Murdock left big shoes to fill and would do the best he can to step in to the role.

VIII PUBLIC COMMENT (3 MINUTES)

1. Julia Bayha, 401 W Michigan, supported Desirae Simmons to be appointed. It is important for people to be involved. She met the best activists in the city and Ms. Simmons was a part of that.
2. Bryan Foley, 425 Ainsworth Circle, supported Desirae Simmons. He has worked with her on many different projects. He noted that she is very actively engagement in council meetings. He stated that the constituency has already

spoken and that it would be a direct violation and disrespect of the democratic process to select anyone other than Ms. Simmons.

3. Carly Ebersol, 205 Maple, supported Desirae Simmons. She stated that Ms. Simmons has worked to make information more accessible and has shown a commitment to engage with people from a variety of backgrounds.
4. Mary Garboden, 1123 Pearl, supported Desirae Simmons. She was impressed because she put her name in because she was asked to run. She noted that Ms. Simmons brings humility and recognized that she has a lot to learn.
5. Kyle Hunter, 430 S Adams, supported Desirae Simmons. He has been involved with the Human Relation Commission and has seen how she has been involved with HRC and Council.
6. Taylor FQ, 201 N Washington, stated that the ideal function of democracy is to reflect the desires of constituents and serve the community. She supported Desirae Simmons and noted that she is the only person to run for Ward 3 and has continued to be involved after she lost. She stated that Ms. Simmons is the only candidate for Ward 3.
7. Stephanie Weston, 302 N Grove, supported Tyler Weston. She stated that he has done a lot of work in service of the city and thinks he would be a great choice.
8. Amy Shrodes, River St, supported Desirae Simmons, the only qualified candidate for Ward 3.
9. Amber Fellows, Ward 3, stated that each candidate has great qualities. She still supported Desirae Simmons and think she is the right person for the role. She noted that it is important to note the tensions and acknowledge inequity and thinks Ms. Simmons would be the best candidate to ease tension.

Nicole Brown thanked all the candidates for there is a lot to think about. Mayor Pro-Tem Richardson noted that it takes a special person to consider running. She thanked the candidates for applying and coming out to interview. She encouraged candidates to continue to be involved even if they are not chosen.

IX REMARKS FROM THE MAYOR

X ADJOURNMENT

Council Member Morgan moved, seconded by Mayor Pro-Tem Richardson to adjourn the meeting.

On a voice vote, the motion carried, and the meeting adjourned at 8:42 p.m.



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, June 4, 2019
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, June 4, 2019, at 7:00 PM, in the Council Chambers, with the following members present:

PRESENT: Mayor Beth Bashert, Council Member Jennifer Symanns, Council Member Steven Wilcoxon, Council Member Nicole Brown, Mayor Pro-Tem Lois Richardson, Council Member Anthony Morgan, and Council Member Annie Somerville

ABSENT:

I CALL TO ORDER

The meeting was called to order at 7:00 pm.

II INVOCATION

Mayor Bashert asked all to stand for a moment of silence.

III PLEDGE OF ALLEGIANCE

- a) I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

IV AGENDA APPROVAL

Council Member Brown moved, seconded by Council Member Morgan to approve the agenda.

On a voice vote, the motion carried, and the agenda was approved as submitted.

V APPOINTMENT OF COUNCIL MEMBER TO WARD 3

- a) Resolution No. 2019-114, appointing a Council Member to Ward 3.

Council Member Lois Richardson moved, seconded by Council Member Steven Wilcoxon, to appoint Desirae Simmons to the Ward 3 Council Seat

RESULT:	DEFEATED.
MOVER:	Council Member Lois Richardson
SECONDER:	Council Member Steven Wilcoxon
AYES:	Steven Wilcoxon and Lois Richardson
NAYS:	Beth Bashert, Jennifer Symanns, Nicole Brown, and Anthony Morgan

Council Member Nicole Brown moved, seconded by Council Member Jennifer Symanns, to appoint Tyler Weston to the Ward 3 Council Seat

RESULT:	DEFEATED.
MOVER:	Council Member Nicole Brown
SECONDER:	Council Member Jennifer Symanns
AYES:	Beth Bashert, Jennifer Symanns, and Nicole Brown
NAYS:	Steven Wilcoxon, Lois Richardson, and Anthony Morgan

Council Member Anthony Morgan moved, seconded by Council Member Jennifer Symanns, to appoint Annie Somerville to the Ward 3 Council Seat

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Jennifer Symanns
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, and Anthony Morgan
NAYS:	Nicole Brown and Lois Richardson

Council Member Anthony Morgan moved, seconded by Council Member Jennifer Symanns, to appoint Annie Somerville to the Ward 3 Council Seat

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Jennifer Symanns
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, and Anthony Morgan

b) Oath of Office for Ward 3 Appointment

City Clerk Hellenga gave the Oath of Office to Council Member Somerville.

VI INTRODUCTIONS

Mayor Bashert introduced the following individuals; AAATA CEO Matt Carpenter, Human Resources Manager Rebecca Craigmile, Finance Director Rheagan Basabica, Deputy City Clerk Sarah Stachnik, City Clerk Andrew Hellenga, Economic Development Director Joe Meyers, City Planner Bonnie Wessler, DDA Director Christopher Jacobs, Assistant to the City Manager Ryan Hunter, City Manager Frances McMullan, Interim Public Services Director Brad Holman, Interim Fire Chief Ken Hobbs, Police Chief Tony DeGuisti, Housing Commission Director Zach Fossler

VII PRESENTATIONS

a) Proclamation of National Gun Violence Awareness Day

Council Member Somerville read aloud the Proclamation of National Gun Awareness Day.

Mayor Bashert added that we lost a member of our community from our city last month and encourages continued conversations about gun violence. Council Member Morgan added that certain populations are affected more by gun violence and violence increases during the warmer months. He encourages practicing gun safety and awareness and find a way to get guns off the street.

b) Proclamation observing National Pollinator Month

Council Member Brown read aloud the Proclamation observing National Pollinator Month.

c) Ypsilanti Housing Commission Update - Zach Fosler

Housing Commission Director Zach Fossler provided a presentation about the Housing Commission and their recent projects.

Council Member Morgan asked what the demographics are of the 1,000 residents in the current affordable housing. Mr. Fossler responded that they are largely minority, with an estimated 70-80% African American. Mr. Morgan also asked how long people stay in low-income housing. Mr. Fossler responded that there is a range and the goal is not always self-sufficiency. Mayor Bashert noted that so much of what they are doing is cutting edge. Mayor Pro-Tem Richardson noted that public housing has produced many professional people in the past, including John Barfield. Ms. Richardson thanked Mr. Fossler for bringing it back.

d) Ypsilanti Transit Center Update - AAATA Rep. Matthew Carpenter

Jesse Miller, the Ypsilanti appointed member to the AAATA and AAATA CEO Matthew Carpenter provided presentations about the Ypsilanti Transit Center update.

Council Member Wilcoxon asked about other potential sites. Mr. Carpenter gave examples including Depot Town, Water Street, Key Bank, and car dealership lot. Mayor Pro-Tem Richardson has been active in the increasing of bus transportation network and it really to see the difference in increased service. It was a pleasure to have worked with AAATA and excited for the expansion.

Council Member Morgan asked if AAATA will continue to cover 100% of the operating cost. Mr. Carpenter replied that this will continue. Mr. Morgan also asked about the projection of ridership and how that will affect the City and economic development impact. Mr. Carpenter replied that this is a good next step. Mr. Wilcoxon asked if there was any consideration about having 2 terminals. Mr. Carpenter replied there was not much consideration. He sees potential for stop in Depot Town and collecting commuter rail passengers. There is not enough space in Depot Town and it not necessarily what you want there with the high traffic volume. Two terminals in a city of this size would create a complicated network.

Mr. Wilcoxon inquired about the potential for long range buses. Mr. Carpenter responded that it is possible, but it depends on what the community needs. Ms. Richardson asked if Greyhound still makes a stop here. Mr. Carpenter added that he knows that parking is a sensitive topic and TheRide will be a willing

partner. Ms. Bashert said that improving public transit is in the Master Plan and looks forward to increasing services.

VIII PUBLIC COMMENT (3 MINUTES)

1. TC Collins, 3109 Wooden Hills Dr Ann Arbor, stated that he is the founder of Willow Run Acres. He teaches gardening to several demographics and organizations throughout Southeast Michigan and Ohio and has a seed bank. His son also has a seed bank and taught his peers about gardening and farming.
2. Jim Finch, 206 S Washington, stated that staff may have misunderstood the neighborhood request for speed bumps on Washington. The issue is that people do not stop at the stop sign. He wants to see speed bumps at the stop signs. The weather does effect the speed. He asked that Council not adopt the staff recommendation.
3. Aaron Johnson, 119 S Washington, has the same issue about speed control on Washington. He noted that the percentage of speeding is understated in the report. There are also seasonal options for speed bumps that would not interfere with snow removal equipment.
4. Steve Pierce, 118 S Washington, stated that children living by speed bumps are 50% less likely to be injured by a car. In the neighborhood study, 40% of cars did not stop at the stop sign and they did not receive the City traffic study. Traffic enforcement has not been given and speed bumps are the next best option. Please put them at the stop sign.
5. Celeste Kampuwala, 1739 Timber Trail Ann Arbor, represents Moms Demand Action for Gun Sense in America and Everyone for Gun Safety. National Gun Violence Awareness Day is on Friday. There will be an event on Saturday in Riverside Park. She thanked Council for their work to end gun violence.
6. Risa Roache, 108 Buffalo, does not want speed bumps on S Washington.
7. The Cream Incorporated, 301 W Michigan, represents the Knowledge Chapter which is a 501(c)(3) non-profit offering business and volunteer opportunities and marketing services. They are offering a free performing arts camp for males age 5-12. They also offer community service and empowerment resources.
8. Pace Nielson, 215 S Washington, has young children and asked Council to install speed bumps on Washington.
9. Matthew Kirkpatrick, 109 Catherine, has a young daughter and supports speed bumps on Washington because people blow through the stop signs on Catherine and Washington. It is very dangerous.
10. Amber Fellows, Ward 3, congratulated Annie Somerville. She has also notices a progressive erosion of democracy. She knows that Desirae Simmons and said that Council does not respect the voices of democracy. She says that they need to take heed of what the public wants. Public comment should be moved prior to presentations to encourage more participation.
11. Brian Gieringer, 415 Pearl, congratulated Annie Somerville and thanked Mayor Pro-Tem Richardson and Council Member Wilcoxen. He stated that Desirae Simmons had more vocal support and is disappointed in Council's decision but it willing to move forward.
12. Melvin Parson, 806 Hilyard Robinson Way, Executive Director of We the People Opportunity Center and is concerned about what happens in the

community. Traffic controls are necessary in New Parkridge on Armstrong and Hilyard Robinson Way. The community strongly encourages speed bumps and speed humps as soon as possible.

13. Zac Fossler, Ypsilanti Housing Commission, asked for traffic control on Armstrong. Staff recommendations are acceptable and there is potential for financial assistance. Hilyard Robinson Way is owned by the Housing Commission and they are planning to do analysis on that street.
14. Sam Jones-Darling, Ward 3, gave parting advice. Council needs to hold the AAATA accountable and there should be more representation. He advocates for the continued support of affordable housing and to work with the County and Ann Arbor. There should be a training program about gentrification. He welcomed and congratulated Council Member Somerville.
15. Failin, 806 Armstrong, is in favor of traffic controlling methods to protect her children.
16. Anthony Williamson, Parkridge Community Center, is frustrated because the folks he represents are never there and their voices are not heard. He is tired about what has not been happening. This stuff needs to be more fair for those folks who are more disadvantaged.

IX CONSENT AGENDA

- a) Resolution No. 2019-115, approving the Consent Agenda

Council Member Annie Somerville moved, seconded by Council Member Nicole Brown, to approve the Consent Agenda

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Nicole Brown
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

- b) Resolution No. 2019-116, approving the minutes from May 16, 2019.
- c) Resolution No. 2019-117, approving appointments to Boards and Commissions.

X RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2019-107, approving the collective bargaining agreement with POAM. **(Postpone)**

Council Member Steven Wilcoxen moved, seconded by Council Member Jennifer Symanns, to postpone Resolution No. 2019-107 until the June 18th Council Meeting

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxen
SECONDER:	Council Member Jennifer Symanns
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

- b) Resolution No. 2019-118, approving the appointment of a non-resident to boards and commissions.

Mayor Bashert noted that Mr. Collins is a nonresident and there is one nonresident seat on the Sustainability Commission. Ms. Bashert thinks his work is great. Council Member Morgan asked what the purpose is of a nonresident seat. Ms. Bashert replied that it was in an effort to not limit outside sustainability expertise. Council Member Wilcoxon was concerned about the lack of information given. Ms. Bashert noted that his application was not reflective of his work but through conversations with him felt that he would be an excellent addition to the commission.

- c) Resolution No. 2019-119, approving the Retainer Agreement between the City of Ypsilanti and Governmental Consultant Services, Inc.

Council Member Steven Wilcoxon moved, seconded by Council Member Lois Richardson, to approve Resolution No. 2019-119

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Lois Richardson
AYES:	Steven Wilcoxon, Lois Richardson, Beth Bashert, Jennifer Symanns, Nicole Brown, Anthony Morgan, and Annie Somerville

- d) Resolution No. 2019-120, requesting the Michigan State Legislature to pass House Bills 4351 through 4360.

Mayor Pro-Tem Richardson requested this resolution. It is a very serious issue and hoped that Council passes unanimously. Council Member Morgan reiterated that this is a monetary issue after they served their time. Michigan is a high penal state. Mayor Bashert is excited to see these bills and this is just one of many much needed prison reforms.

Council Member Lois Richardson moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2019-120

RESULT:	CARRIED.
MOVER:	Council Member Lois Richardson
SECONDER:	Council Member Steven Wilcoxon
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

- e) Resolution No. 2019-121, approving Ordinance No. 1337 –An Ordinance to amend Budget Appropriations by Department and Major Organizational Unit for 2018-2019 and 2019-2020 Fiscal Years. **(Second Reading)**

Council Member Nicole Brown moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2019-121

RESULT:	CARRIED.
MOVER:	Council Member Nicole Brown
SECONDER:	Council Member Anthony Morgan
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Anthony Morgan, and Annie Somerville
NAYS:	Lois Richardson

- f) Resolution No. 2019-122, approving *Ordinance No. 1338* - An Ordinance entitled, "2019-2020 Tax Levy Ordinance" **(Second Reading)**

Council Member Jennifer Symanns moved, seconded by Council Member Nicole Brown, to approved Resolution No. 2019-122

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Nicole Brown
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

- g) Resolution No. 2019-123, authorizing the City Finance Director/Treasurer to levy and assess unpaid special assessments on the July 2019 tax roll.

Mayor Pro-Tem stated that the documents were hard to follow with the parcel number and requests that item are listed by property address in the future. Mayor Bashert requested a more detailed report of outstanding fines.

Council Member Anthony Morgan moved, seconded by Council Member Nicole Brown, to approved Resolution No. 2019-123

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Nicole Brown
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

- h) Resolution No. 2019-124, approving the Fee Schedule for Fiscal Year 2019-2020

Council Member Wilcoxon asked for clarification about the zoning map amendment. Economic Development Director Joe Meyers provided a brief presentation about the changes made to the fee schedule. Some fees were adjusted to cover the costs including special events, planning, parking, and building. Mr. Morgan asked if there was a difference between commercial and residential buildings. Mr. Meyers replied that there is no difference. Other changes were made to reflect mailing and staffing costs. Ms. Richardson asked why some fees were doubled. Mr. Meyers added that they evaluated the cost of mailing and staff time. Some fees have not been changed in 10 years. Mr. Barr explained that many ordinances set fees which would require a change to the ordinance. Several years ago staff pulled all fees to see the fee schedule all together and allow changes throughout the year. Mr. Barr also added that the City cannot make a profit on fees, just cover the cost.

Mayor Bashert asked why special event parking space rental and parking space rental are different fees. Mr. Meyers replied that one is just special events and the other would for example, taking up a spot on Michigan Ave like Herbal Solutions. The park reservation fee is a per two hour charge. Mr. Morgan asked when the site restoration fee is charged. Mr. Meyers replied that it includes the cost to clean up the site and overtime. Mr. Holman noted that a dumpster used on Saturday would not be picked up until Monday and there could be damage that occurs over the weekend. This fee covers minor charges like trash. City Manager McMullan added that the City does charge when there is extensive damage that occurs.

Ms. Richardson asked about the increase costs of appeals and area variances. Mr. Meyers responded that it is the cost of mail noticing and staff time.

Council Member Annie Somerville moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2019-124

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Anthony Morgan
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Anthony Morgan, and Annie Somerville
NAYS:	Lois Richardson

- i) Discussion on recommendations of the Traffic Review Committee to install traffic calming methods on Armstrong

City Planner Wessler gave a brief presentation about traffic calming on Armstrong. Ms. Richardson stated that the speed bumps costs should be separate from these other methods. The residents asked for speed bumps and that should be the focus. Mr. Morgan brought up the new development nearby and asked why they did not do more traffic calming. Ms. Wessler replied that they did do some, however, speed bumps were not possible because of snow removal equipment. Ms. Bashert would like to know what equipment would be needed to but in crosswalk to crosswalk speed bumps.

- j) Discussion on recommendations of the Traffic Review Committee to install traffic calming methods on Washington

Ms. Wessler gave a brief presentation about traffic calming on Washington. Ms. Richardson stated that because the residents began the process before the 51% resident petition requirement, they should be exempt. Marking of the crosswalks is not enough because people speed and do not stop at the stop signs. Ms. Brown stated that she thinks temporary speed bumps near the stop signs make a lot of sense. Ms. Brown asked if there is a possibility to move the stop signs and address the greenery that may cover the signs. Ms. Wessler replied that it is not feasible until the street is redone but the greenery is mostly public. Ms. Bashert stated that she is hesitant about the speed bumps because of the lack of support from residents. Mr. Morgan added that it may also be residents who are speeding and it may be helpful to have a speeding awareness campaign. Ms. Somerville asked about Safe Routes to Schools. Ms. Wessler responded that they are hoping to work with schools over the summer. Ms. Brown stated that due to traffic volume she is in support of speed bumps even without the the support on the initial petition.

XI LIAISON REPORTS

1. SEMCOG Update - None
2. Washtenaw Area Transportation Study - None
3. Urban County - None

4. Ypsilanti Downtown Development Authority - None
5. Ypsilanti Youth Safety Collaboration - Mayor Bashert stated that they disbanding. Council Member Morgan is interested in recreating something in the future.
6. Friends of Rutherford Pool - None
7. Housing Equity Leadership Team - affordable versus inclusionary housing discussion

XII COUNCIL PROPOSED BUSINESS

Morgan

1. He would like to further discuss speed bumps and speed humps.
2. He welcomed Council Member Somerville to Ward 3.

Wilcoxon

1. People are bringing alleys up more and more. He would like to talk to Brad about filling them in and Joe about inspections.

Somerville

1. She asked about the sidewalk on the bridge in Depot Town.

Richardson

1. The dangerous building on Prospect must come down or be boarded up.
2. Parkridge will be hosting a summer camp starting on the first Monday in July.

XIII COMMUNICATIONS FROM THE MAYOR

1. There will be a resolution about Elvis Fest to name the days Elvisdays.

XIV COMMUNICATIONS FROM THE CITY MANAGER

1. Public Safety Open House on Saturday June 8.
2. Celebration for Pete Murdock on Sunday in Prospect Park.
3. Thanked Council and staff for their support during the budget process.

XV COMMUNICATIONS

a) Nomination

Human Relations Commission

V Rosser - Appointment Exp 7/1/2022

915 Woods

Ypsilanti, MI 48197

b) SmartZone LDFA Communications

Thirteen students have been placed in technology work environments for the summer.

- c) Human Relations Commission Resolution No. 2019-006 recommending amendment to the Immigration Solicitation Ordinance

Mayor Bashert asked Mr. Barr if the Do Not Ask policy is compliant. If it is she would like it brought to Council and if not would like to know.

- d) Human Relations Commission Resolution No. 2019-007, recommending terms be increased from three years to five years.

Set aside.

XVI PUBLIC COMMENT (3 MINUTES)

1. Steve Pierce, 118 S Washington, thanked Council for the discussion about speed bumps. The process can be improved. It is not just residents travelling through area. The 51% resident petition was unknown to them. Traffic Review Committee should engage community in the process and the report would have been more reflective. The information should be shared back to the community.
2. Sam Jones-Darling, Ward 3, would like to touch the non-solicitation ordinance. Don't listen to legal council when they give bad legal advice. The Human Relations Commission term length was intended to outlast Counsel in order to not cede to political pressure. Ypsilanti can be a model.

XVII REMARKS FROM THE MAYOR

XVIII ADJOURNMENT

- a) Resolution No. 2019-125, adjourning the City Council Meeting.

Council Member Nicole Brown moved, seconded by Council Member Jennifer Symanns, to adjourn the meeting at 10:08 p.m.

RESULT:	CARRIED.
MOVER:	Council Member Nicole Brown
SECONDER:	Council Member Jennifer Symanns
AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville



Resolution No. 2019-130

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the following individuals be appointed to the City of Ypsilanti Boards and Commissions as indicated below:

<u>NAME</u>	<u>BOARD</u>
<u>EXPIRATION</u>	
V Rosser	Human Relations Commission
7/1/2022	
915 Woods	
Ypsilanti, MI 48197	

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this day of

#Resolution No. 2019-130



Resolution No. 2019-131
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Receiving Boards of Election Inspectors help increase efficiency and accuracy while processing election results and materials as they are returned to the City Clerk's office on election night; and

WHEREAS, City Council has the authority to provide for the use of Receiving Boards of Election Inspectors and the City Election Commission has the authority to appoint members to such Boards prior to each election.

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council provides that one or more Receiving Boards of Election Inspectors be appointed for the August 6, 2019 election.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of June 2019

#Resolution No. 2019-131



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Frances McMullan
DATE: June 13, 2019
SUBJECT: WCA Assessing Contract Renewal

DESCRIPTION:
WCA Assessing Contract Renewal

SUMMARY:

The City has contracted with WCA Assessing for assessing services since July 1, 2011 and the parties renewed for three years starting at July 1, 2016 to June 30, 2019. The parties have met to discuss service items and agreed to the following contract amendments:

Main Contract Fee- The current contract for the period of July 1, 2018 to June 30, 2019 is \$84,216.

- Year 1 +4.0 % - July 1, 2019 to June 30, 2020 \$87,584 annually
 - Year 2 +4.0 % - July 1, 2020 to June 30, 2021 \$91,087 annually*
 - Year 3 +4.0 % - July 1, 2021 to June 30, 2022 \$94,731 annually*
- *With the ability to adjust if CPI(Consumer Price Index) exceeds 5%

In consideration of the above-mentioned items, staff recommends that the contract with WCA Assessing be approved.

ATTACHMENTS:
Resolution; Contract

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-132
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, per Section 4.03 (c) of the City of Ypsilanti Charter, the City Manager has the responsibility to hire the Assessor; and

WHEREAS, the City has been engaged in a professional services contract with WCA assessing since July 2011 and the contract expires on June 30, 2019; and

WHEREAS, the City is pleased with the services of WCA Assessing and would like to renew the agreement with CPI adjustment for each year of the contract; and

WHEREAS, the City has discussed ways that WCA can enhance its services to the City and employees in the execution of its duties; and these service enhancements have been included in the contract.

NOW, THEREFORE, be it resolved that the Ypsilanti City Council approves a three year Contract with WCA Assessing for \$87,584, \$91,087, and \$94,731 respectively, with optional re-appraisal fees to be approved by City Council, and authorize the Mayor and City Clerk to sign and execute the agreement.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of June 2019

#Resolution No. 2019-132

ASSESSMENT CONTRACT
FOR CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

WHEREAS, City of Ypsilanti, hereinafter called "City", with its principal offices located at One South Huron Street, Ypsilanti, Michigan, 48197, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 200, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective July 1, 2019;

IT IS THEREFORE AGREED:

1. Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.
2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the 2020, 2021, and 2022 assessment rolls, utilizing the services and personnel proposed herein.
3. Company agrees to provide advice to the City in the development of a public relations program which may be carried out by City staff under the direction of the City Manager. The Company shall be professional in manner, appearance and shall be trained in appraisal techniques. In addition, the City shall provide the Company with adequate identification indicating the Company's employees are authorized representatives of the City in the performance of the terms of this contract.
4. Company agrees to respond to inquiries and requests for assessment information from the public. The City agrees to provide office space within the City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours are:
 - To meet with City staff to answer questions and give advice;
 - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
 - Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquires and interpreting State laws.
 - To perform certain other functions as described herein.
5. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels,

ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.

6. Company agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend all assessments to the MTT as needed during this contract.

7. City agrees that responses to the Full MTT shall be prepared by the Company's legal counsel. City agrees to provide full cooperation with Company's legal counsel. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City's Mayor of such requirement.

8. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said City including but not limited to;

- Maintain all of the City's assessment rolls, including ad valorem, specific tax rolls.
- Inspect revise, and re-evaluate property record cards with new construction, demolition, and property splits.
- Perform neighborhood market studies and land value analyses throughout the term of this contract.
- Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
- Provide digital photographs of all properties visited for maintenance purposes.
- Working with the City Building Department to ensure all new property is equitably assessed.
- Prepare all new property record cards in compliance with State tax Commission requirements.
- Attend, prepare, and work with all Boards of Review.
- Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
- Bi-weekly review of inter-departmental reporting of ownership changes.

9. Company agrees to meet with the City Manager and/or other designated staff of the City to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.

10. City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.

11. The Company shall be liable to the City, and hereby agrees to indemnify and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered

hereunder caused by any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.

b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.

c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it can not be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the City or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

12. The Company shall not be held liable for any damages caused by strikes, explosions, war, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from Company.
13. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
14. In the event that the City shall not be in substantial compliance with the terms of this agreement, the Company shall give the City written notice of said breach and thirty (30) days to cure the breach. If the City fails to cure the breach within thirty (30) days after such notice, the Company may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.

15. The City and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.

16. The City agrees to pay the Company as follows;

Main Contract Fee

July 1, 2019 to June 30, 2020.....\$87,584 annually
 July 1, 2020 to June 30, 2021 \$91,087 annually*
 July 1, 2021 to June 30, 2022 \$94,731 annually*

*With the ability to adjust if the CPI exceeds 5%. The CPI (Consumer Price Index) is based on data released by the US Department of Labor, as measured by the CPI for all urban consumers for a 12 month period using the State of Michigan fiscal year and is the CPI used to calculate capped property values

The payments shall be made in twelve (12) equal installments due on the fifteenth (15th) day of each month. The CPI used as the basis of adjustments for subsequent years will be the inflation rate multiplier as published by the State of Michigan State Tax Commission as used in the assessment process.

The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division, shall be provided by Company's para legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

July 1, 2019 to June 30, 2020.....\$\$144.19 / Hourly
 July 1, 2020 to June 30, 2021.....\$\$149.95 / Hourly
 July 1, 2021 to June 30, 2022.....\$\$155.95 / Hourly

The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division, shall be provided by Company's legal counsel possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

July 1, 2019 June 30, 2020..... \$185.00/hour
 July 1, 2020 June 30, 2021 \$190.00/hour
 July 1, 2021 June 30, 2022 \$195.00/hour

All matters requiring the City's representation in the small claims division of the Michigan Tax Tribunal are included in the contract work and will not be an additional charge.

17. MICHIGAN TAX TRIBUNAL APPRAISAL SERVICES PLUS SPECIALPROJECTS

Appraisal services rendered by the Company in Michigan Tax Tribunal matters shall be provided to the City at the rate of:

	7/01/19- 6/30/20	7/01/20- 6/30/21	7/01/21- 6/30/22
Title			
Appraiser Aide	\$50.66.....	\$52.69*	\$54.79*
Appraiser	\$70.27	\$73.08*	\$76.00*
Level III Appraiser	\$123.73.....	\$128.67*	\$133.83*
Assessor	\$143.11.....	\$148.83*	\$154.78*

Hourly fees include clerical costs and overhead for the Company.

*With the ability to adjust if the CPI exceeds 5%. The CPI (Consumer Price Index) is based on data released by the US Department of Labor, as measured by the CPI for all urban consumers for a 12 month period using the State of Michigan fiscal year and is the CPI used to calculate capped property values

18. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.
19. The City and Company agree that the term of this contract shall begin July 1, 2019 and expire June 30, 2022. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.
20. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan
21. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.
22. The Company shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other signed documents
23. The City agrees the City Mayor and Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

WITNESSES:

WCA ASSESSING:

By: _____
Doug Shaw, for WCA Assessing,

WITNESSES:

CITY OF YPSILANTI:

By: _____
Beth Bashert, MAYOR

By: _____
Andrew Hellenga, CLERK

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

I, _____, a Notary Public in and for _____ said County, in the State aforesaid,
do hereby certify that on the _____ day of _____, 20____,
Doug Shaw doing business as WCA Assessing, known to me to be the person whose name is subscribed to
on the foregoing instrument, appeared before me this day in person and acknowledged that he signed,
sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein
set forth.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss

Be it remembered that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Beth Bashbert, Mayor for City of Ypsilanti, and Andrew Hellenga, Clerk for City of Ypsilanti, a Municipal Corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Michigan, known to me to be the persons who executed the foregoing instrument of writing on behalf of said Municipal Corporation, and such persons duly acknowledged the execution of the same to be their act and deed of said Municipal Corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal the day and year last above written.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Rheagan Basabica
DATE: June 18, 2019
SUBJECT: Fire and Police Pension Administrative Contract 2019-2020

DESCRIPTION:

Fire and Police Pension Administrative Contract 2019-2020

SUMMARY:

The Finance Department of the City of Ypsilanti serves as an independent contractor of the Ypsilanti Fire and Police Pension Board who performs administrative services on behalf of the board.

The services shall be performed at 1 South Huron, Ypsilanti, Michigan or as otherwise determined by mutual agreement of the parties.

The Contract is effective for a term commencing on July 1, 2019, and shall continue until terminated as provided herein.

The Board agrees to pay the City **\$31,854.93** for services performed.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-133
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Finance Department of the City of Ypsilanti serves as an independent contractor of the Ypsilanti Fire and Police Pension Board who performs administrative services on behalf of the board; and

WHEREAS, The services shall be performed at 1 South Huron, Ypsilanti, Michigan or as otherwise determined by mutual agreement of the parties; and

WHEREAS, The Contract is effective for a term commencing on July 1, 2019, and shall continue until terminated as provided herein

WHEREAS, The Board agrees to pay the City \$31,854.93 for services performed

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the contract for the Fire and Police Pension Administrative Contract FY 2019-2020

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of June 2019

#Resolution No. 2019-133

**BOARD OF TRUSTEES OF THE CITY OF YPSILANTI
FIRE AND POLICE RETIREMENT SYSTEM**

ADMINISTRATIVE SERVICES CONTRACT

THIS CONTRACT made this ____ day of June, 2019, by and between the **BOARD OF TRUSTEES OF THE CITY OF YPSILANTI FIRE AND POLICE RETIREMENT SYSTEM** ("Board") and the **CITY OF YPSILANTI** ("City").

WHEREAS, the Board is vested with the authority and fiduciary responsibility for the administration, management and operation of the City of Ypsilanti Fire and Police Retirement System and may retain such professional and clerical services as are required for the proper administration of the Retirement System

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants herein contained, the parties agree as follows:

- I. **ENGAGEMENT OF CITY AS INDEPENDENT CONTRACTOR**
 - 1.01 The Board hereby engages the City as an Independent Contractor who agrees to perform administrative services on behalf of the Board
- II. **RELATIONSHIP OF THE PARTIES**
 - 2.01 The relationship of the City to the Board is to be that of an independent contractor and no liability or benefits such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities or such other rights, provisions or liabilities arising out of a contract of hire or employer-employee relationship, either express or implied, shall arise or accrue to either party as the result of this agreement and undertaking. Employees of the City shall not be, nor shall they represent to be, employees of the Board.
- III. **SCOPE OF SERVICES**
 - 3.01 The City shall perform in a satisfactory and proper manner the services as set forth in Exhibit A. The City shall, during the contract term or any extension thereof, use best efforts and endeavors to promote the interests of the Board and devote such time, attention, skill, knowledge and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described below.
 - 3.02 The services shall be performed at 1 South Huron, Ypsilanti, Michigan or as otherwise determined by mutual agreement of the parties.

IV. CONTRACT TERM

- 4.01 The City will have no authority to start work, and no payments will be authorized by the Board and the Board will not be liable for any services rendered by the City prior to the signing of the Contract by all parties.
- 4.02 This Contract is effective for a term commencing on July 1, 2019, and shall continue until terminated as provided herein.

V. COMPENSATION

- 5.01 The Board agrees to pay the City **\$31,854.93** for services performed hereunder. It is understood and agreed by the parties hereto that the compensation stated above is inclusive of any and all remuneration to which the City may be entitled and includes all fees and expenses incurred by the City on behalf of the Board. The parties will review the compensation to be paid on an annual basis.

VI. TERMINATION

- 6.01 Either party may terminate this contract without cause by giving thirty (30) days notice to the other party of such termination, specifying the effective date thereof and this contract shall terminate in all respects as if such date were the date originally given for the expiration of this contract.
- 6.02 Any compensation due and owing the City at the time of any termination shall be paid as soon thereafter as can be authorized by the Board.

VII. LIABILITY

- 7.01 The Board shall not be liable for, and shall be indemnified by the City against, any and all losses, damages, costs, expenses, liabilities, claims and demands, for any action, omission, information or recommendation in connection with this Agreement.

VIII. CONFIDENTIAL INFORMATION

- 8.01 All information regarding the operations and investments of the Retirement System shall be regarded as confidential by the City.

IN WITNESS WHEREOF, the Board and City have executed this Agreement as of the first date above written.

CITY

BOARD OF TRUSTEES OF THE
CITY OF YPSILANTI FIRE AND
POLICE RETIRMENT SYSTEM



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: June 18, 2019
SUBJECT: S Washington Street- ReTSIP

DESCRIPTION:
S Washington Street- ReTSIP

SUMMARY:

Information regarding the South Washington petition to add speed humps, and the Traffic Review Committee's recommendations, was presented at the June 4th Council Meeting. As there was not budget information at the time, and information on potential costs was not yet complete, a public hearing was not held, nor was a resolution presented. More information has since been gathered. Staff has not yet received updated petition information at the time of this memo.

RECOMMENDATIONS

- Restripe crosswalks at Buffalo, Catherine, and Woodward with high-visibility markings (3 intersections, 4 legs each, \$350 each leg; \$4200)
- Re-paint stop bars at Buffalo, Catherine, Woodward, and Ferris. (4 intersections, 4 legs each, \$112 each leg; \$1792)
- Mark and enforce no-parking zones (with yellow curb paint and signage) 20' from each N-S crosswalk on Buffalo, Catherine, Woodward, per state law, to improve visibility (5 signs/paint areas, likely \$50 per sign for materials, plus labor est at \$1000; \$1,250).
- At Catherine crosswalk, provide center-lane "stop for pedestrians" signage spring through fall (MUTCD R1-6 "gateway treatment", approx. \$300 each, + labor costs; est \$500 total)

Total potential budget impact:

Crosswalk restriping	\$	4,200
stop bars	\$	1,792
No Parking Zones	\$	1,250
Catherine gateway	\$	500

\$ 7,742

In addition, at the discretion of Council, speed humps may be placed. The neighborhood has requested speed humps at each stop sign/crosswalk; staff recommends speed humps be placed about 10'-20' behind each crosswalk. This would yield two speed humps per block, on three blocks, for six speedhumps. Speedhumps would be approximately \$1500 each, plus labor (\$500 est), for a total estimated cost of **\$12,000**. There are not available funds for this expenditure in the Local Streets Traffic Calming budget, presuming Council approves the other work proposed on S Washington and on Armstrong.

RECOMMENDED ACTION: Approval

ATTACHMENTS:

04 June staff memo

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-134
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council has adopted the Responsive Traffic Safety Policy in March 2019; and

WHEREAS, the residents and neighbors of South Washington have duly submitted a petition; and

WHEREAS, staff has reviewed the request and made certain recommendations;

NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council adopts the following recommendations of the Traffic Review Committee, to-wit:

1. **The crosswalks at Buffalo, Catherine, and Woodward be re-stripped;**
2. **Stop bars at these intersections shall be repainted;**
3. **The Catherine intersection will be provided with additional pedestrian signage;**

AND FURTHERMORE BE IT RESOLVED that the funds for these upgrades shall be allocated from the account for Local Street Traffic Calming Projects, 203-7-9053, not to exceed \$8,500.

AND FURTHERMORE BE IT RESOLVED that six speed humps be placed on South Washington between Ferris and Buffalo; the costs for such shall be allocated from _____, not to exceed \$15,000.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of June 2019

#Resolution No. 2019-134



City of Ypsilanti

Community & Economic Development Department

Memo

To: City Council

From: Bonnie Wessler, City Planner
Traffic Review Committee

Date: 30 May 2019

Subject: South Washington Street- ReTSIPP

PROCESS

1. *Residents who bring a concern to any representative of the City will be directed to the Office of the City Manager, which will be the point of contact throughout this process.*

Since this policy was adopted, the natural point of contact there, the Executive Secretary, has retired. For the time being, the Community Development Department has been the point of contact.

2. *The complainant will be informed of this process. This process will also be made available upon the City website.*

The policy is now available on the website as of 5/8/2019. Go to "Report an Issue" and "Speeding Concerns" is a link on the left. <https://cityofypsilanti.com/699/Speeding-Concerns>

3. *The complainant will be asked to provide a petition of 51% of the residents of at least two block faces.*

Ten households signed the petition, of approximately 30 properties (removing vacant lots, including corner lots and businesses; not taking into account multifamily properties). This does not meet the 51% threshold, but the petition was submitted prior to the adoption of the current policy.

4. *Upon receipt of a signed petition, the City will conduct a preliminary investigation, led by the Traffic Review Committee. Data provided by residents will be reviewed, as well as information collected by the City and its representatives.*

Counts performed by DPS in October saw 500-1000 vehicles per day and average speeds around the speed limit.

Counts performed by YPD in March saw an average speed of 22.8 mph (85th percentile of 27 mph), traffic of around 600 vehicles per day, with a maximum speed of 42mph.

REVIEW CONSIDERATIONS

Criteria	Value Ranges
Road type: local or major	Major
85 th Percentile Speed (speed that 85% of the traffic is traveling at or below)	1 – 4 mph over speed limit
Average Daily Traffic (ADT)	500 – 750 vehicles 751 – 1000
Three-year Crash History (correctable accidents in project area)	One crash was recorded as speed related, per the UD10 reports.
Schools (when project area is within walk-to-school zone – ½ mile from active school)	Perry is 0.3 miles from the intersection of Buffalo and Washington.
Major Pedestrian Generators (parks, library, shopping plaza, senior housing, etc.)*	Downtown is adjacent to the intersection of Ferris and Washington.
Sidewalks (presence, condition, accessibility)	Yes, sidewalks are in place.
Other physical design considerations (stormwater/curb & gutter; visibility; topography, etc)	Stop signs are challenging to see due to presence of parked vehicles and distance from the travel lanes (no bumpouts). Crosswalk and stop bar markings have faded almost completely.
Maintenance concerns (snow removal, etc)	Currently, City plows are not equipped to handle speed humps or similar traffic calming devices.

5. The Traffic Review Committee will prepare a report regarding its findings, and make a recommendation to City Council no later than 90 days following receipt of the completed petition. Residents and property owners adjacent to the affected area will be informed of the Council presentation via first-class mail, and the presentation will be noticed on the City website.

Mailers were sent to neighbors on Friday, 5/24 for the Council meeting on Tuesday, 6/4.

This is a residential neighborhood, bounded by commercial to the north and south, with pedestrian traffic largely from residents and those who park in the neighborhood and walk to work. The striping and stop bars at Buffalo, Catherine, Woodward, and Ferris have faded

and/or are simply absent. Stop signs are challenging to read due to distance from the travel lanes and parking close to the stop signs.

The TRC's recommendations:

- Restripe crosswalks at Buffalo, Catherine, Woodward, and Ferris with high-visibility markings (piano-keys style)
- Re-paint stop bars at Buffalo, Catherine, Woodward, and Ferris.
- Mark and enforce no-parking zones (with yellow curb paint and signage) 20' from each crosswalk, per state law, to improve visibility (8 signs/paint areas, likely \$50 per sign for materials).
- At Catherine crosswalk, provide center-lane "stop for pedestrians" signage spring through fall (MUTCD R1-6 "gateway treatment", [approx. \\$300 each](#), + labor costs)

Total potential budget impact: \$1000 for crosswalk and "no parking" signage, unknown for paint and installation.

6. *Residents and property owners adjacent to the affected area will be notified of the Council decision by first-class mail.*



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: June 18, 2019
SUBJECT: Armstrong Street- ReTSIP

DESCRIPTION:
Armstrong Street- ReTSIP

SUMMARY:

Information regarding the Armstrong petition to add speed humps, and the Traffic Review Committee's recommendations, was presented at the June 4th Council Meeting. As there was not budget information at the time, and information on potential costs was not yet complete, a public hearing was not held, nor was a resolution presented. More information has since been gathered.

RECOMMENDATIONS

- Restripe crosswalks at First, park entrance, and Harriet (3 at \$350 each; \$1050); add stop bars at all stop intersections (2 intersections at \$112 each; \$224 + 4 at HRW, 448)
- Add stop sign, crosswalk, sidewalk installation connecting to PCC at Hilyard Robinson Way into 2019-2020 capital improvements budget, south and east legs only (portions count toward sidewalk settlement agreement; approximately \$45,000) (stop signs approximately \$500)
- At park entrance crosswalk, provide center-lane "yield to pedestrians" signage spring through fall (MUTCD R1-6 "gateway treatment", [approx. \\$300 each](#), + labor costs)
- At park entrance crosswalk, provide "pedestrian crossing" signs. (pprox.. \$500 material costs + labor costs)
- Add one to two seasonal speed humps on southern leg of Armstrong, staggered or sized to ensure vehicles do not swerve into parking lanes to avoid them (33' roadway; [approximately \\$1500 \(material cost\)](#) + labor cost (est \$500) each)
- Add one to two seasonal speed humps on northern leg of Armstrong (24' roadway, [approximately \\$1100 \(material cost\)](#) + labor cost (est \$500) each)
- At each speed hump, install associated signage (4-8 signs, [approx. \\$50 each materials](#))

Total potential budget impact: \$9,222 in FY19/20, \$45,000 in FY20/21.

Crosswalk restriping	\$ 1,050
stop bars	\$ 672
Stop signs	\$ 500
stop sign and crosswalk at HRW	\$ 45,000
park entrance crosswalk signage	\$ 1,000
Armstrong (south) speed hump (2)	\$ 4,000
Armstrong (north) speed hump	\$ 2,000
	\$ 54,222

RECOMMENDED ACTION: Approval

ATTACHMENTS:

Hilyard Robinson Way Estimate, 04 June staff memo

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-135
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council has adopted the Responsive Traffic Safety Policy in March 2019; and

WHEREAS, the residents and neighbors of Armstrong Street have duly submitted a petition; and

WHEREAS, staff has reviewed the request and made certain recommendations;

NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council adopts the following recommendations of the Traffic Review Committee, to-wit:

1. **The intersection of Hilyard Robinson Way and Armstrong shall be a four-way stop;**
2. **Stop bars and crosswalks shall be repainted in a high-visibility manner**
3. **The midblock crosswalk will be provided with additional pedestrian signage**
4. **Two speed humps shall be placed on the south leg of Armstrong**
5. **One speed hump shall be placed on the north leg of Armstrong**
6. **The construction of crosswalk ramps at Armstrong and Hilyard Robinson Way be added to the Capital Improvements Plan for FY20/21.**

AND FURTHERMORE BE IT RESOLVED that the funds for these upgrades shall be allocated from the account for Local Street Traffic Calming Projects, 203-7-9053; not to exceed \$10,000 in FY19/20.

OFFERED BY: _____

SECONDED BY: _____

YES: _____ NO: _____ ABSENT: _____ VOTE: _____

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of June 2019

#Resolution No. 2019-135



City of Ypsilanti

Community & Economic Development Department

Memo

To: City Council
From: Bonnie Wessler, City Planner
Traffic Review Committee
Date: 8 May 2019
Subject: Armstrong Street- ReTSIP

PROCESS

1. *Residents who bring a concern to any representative of the City will be directed to the Office of the City Manager, which will be the point of contact throughout this process.*

Since this policy was adopted, the natural point of contact there, the Executive Secretary, has retired. For the time being, the Community Development Department has been the point of contact.

2. *The complainant will be informed of this process. This process will also be made available upon the City website.*

The policy is now available on the website as of 5/8/2019. Go to "Report an Issue" and "Speeding Concerns" is a link on the left. <https://cityofypsilanti.com/699/Speeding-Concerns>

3. *The complainant will be asked to provide a petition of 51% of the residents of at least two block faces.*

Mr Parsons brought a petition signed by many residents of New Parkridge Homes, 52% of the overall residents (46% on Armstrong, 63% on Hilyard Robinson Way, 58% on Harriet, and 0% on First), regarding speeding on Armstrong between First and Harriet on 25 March 2019. Staff has also heard concerns about speeding from the Ypsilanti Housing Commission staff and Parkridge Community Center Staff.

4. *Upon receipt of a signed petition, the City will conduct a preliminary investigation, led by the Traffic Review Committee. Data provided by residents will be reviewed, as well as information collected by the City and its representatives.*

Due to the short length and bend in the road, the City's equipment (radar trailer, radar signs) cannot pick up the speed of vehicles on it. A standard part of this process is also to conduct a review of past traffic crashes and speed violations; due to the recent reconstruction of the road and New Parkridge, this information is of limited use.

Criteria	Value Ranges
Road type: local or major	Local street, City control.
85 th Percentile Speed (speed that 85% of the traffic is traveling at or below)	Unknown due to technology limitations.
Average Daily Traffic (ADT)	500 – 750 vehicles (anticipated) 751 – 1000 1001 – 1250 1251 +
Three-year Crash History (correctable accidents in project area)	Eight crashes have been reported 2008-2017. One reported crash was found to be related to speed, in 5/2015.
Schools (when project area is within walk-to-school zone – ½ mile from active school)	Perry School is within 1,000 feet from the roadway.
Major Pedestrian Generators (parks, library, shopping plaza, senior housing, etc.)*	New Parkridge Homes Community Building, Parkridge Community Center, Parkridge Park all adjoin the Armstrong roadway. Several churches are also within walking distance, as well as major bus stops.
Sidewalks (presence, condition, accessibility)	Sidewalks are present on the New Parkridge Homes portions of the roadway, but not the City portion. There is not a crosswalk at Armstrong/Hilyard Robinson Way. There is a crosswalk at the bend in the roadway, connecting to a park entrance. It is unmarked.
Other physical design considerations (stormwater/curb & gutter; visibility; topography, etc)	The east side of Armstrong north of the curve has a significant drop to the park and the YHC administration building; it would be challenging to have a sidewalk in that area. Visibility is a challenge at the curve; it is essentially a 90-degree turn. Any signage placed should take this into consideration. The roadway is wide enough for parking on both sides of the street and two travel lanes south of the curve, and limited parking with two travel lanes north of the curve.
Maintenance concerns (snow removal, etc)	The City is responsible for winter maintenance of Armstrong St. Currently, City plows are not equipped to handle speed humps or similar traffic calming devices.

5. *The Traffic Review Committee will prepare a report regarding its findings, and make a recommendation to City Council no later than 90 days following receipt of the completed petition. Residents and property owners adjacent to the affected area will be informed of the Council presentation via first-class mail, and the presentation will be noticed on the City website.*

Mailers were sent to neighbors on Friday, 5/24 for the Council meeting on Tuesday, 6/4.

This is a dense residential neighborhood with quite a bit of pedestrian traffic due to the community centers and park. The striping on the crosswalk at Harriet is faded, and the striping on the crosswalk at the curve is absent. There is no crosswalk at Armstrong Ct/Hilyard Robinson Way, despite being an ideal location for one, due to the challenging grades. As part of this review, an engineer's estimate to construct a crossing at the south and east legs (north leg omitted due to grade challenges), and to tie in to the sidewalk surrounding the PCC has been requested. This is forthcoming.

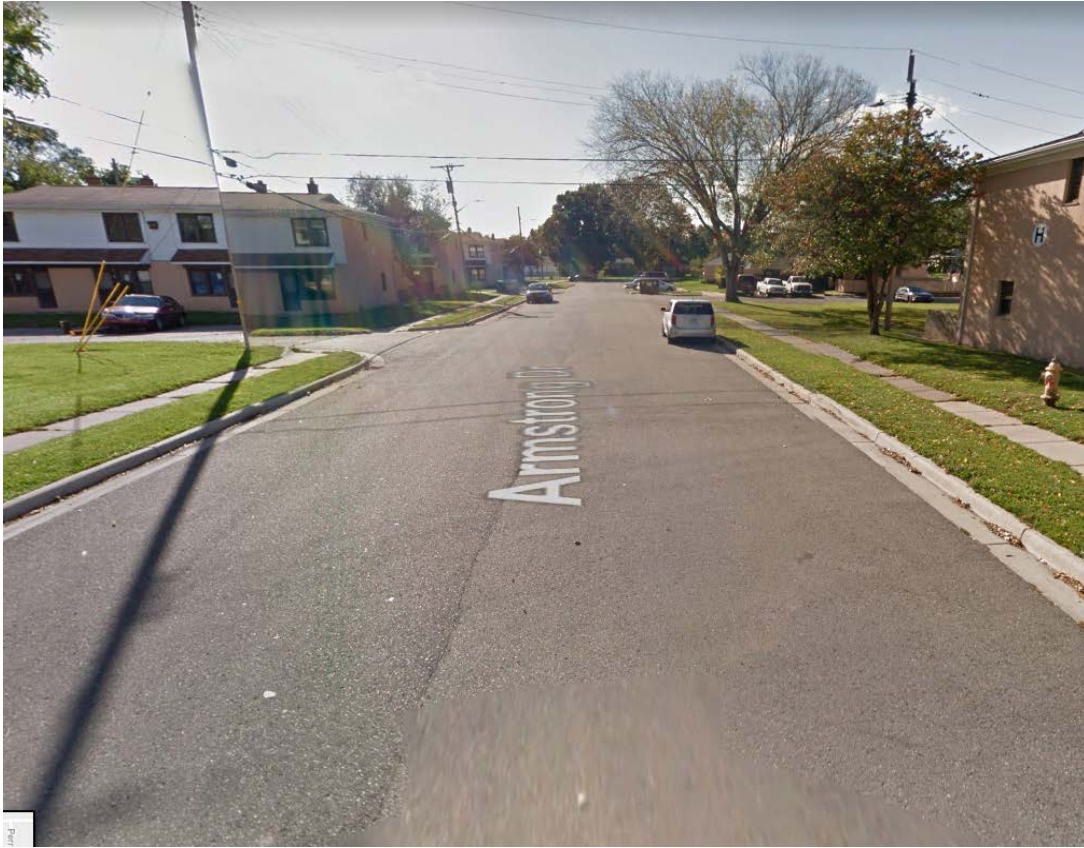
The TRC's recommendations:

- Restripe crosswalks at First, park entrance, and Harriet
- Add stop sign, crosswalk, sidewalk installation connecting to PCC at Hilyard Robinson Way into 2019-2020 capital improvements budget, south and east legs only (portions count toward sidewalk settlement agreement)
- At park entrance crosswalk, provide center-lane "yield to pedestrians" signage spring through fall (MUTCD R1-6 "gateway treatment", [approx. \\$300 each](#), + labor costs)
- At park entrance crosswalk, provide "pedestrian crossing" signs. (approx. \$500 material costs + labor costs)
- Add one to two seasonal speed humps on southern leg of Armstrong, staggered or sized to ensure vehicles do not swerve into parking lanes to avoid them (33' roadway; [approximately \\$1500 \(material cost\)](#) + labor cost each)
- Add one to two seasonal speed humps on northern leg of Armstrong (24' roadway, [approximately \\$1100 \(material cost\)](#) + labor cost each)
- At each speed hump, install associated signage (4-8 signs, [approx. \\$50 each materials](#))

Total potential budget impact: approximately \$10,000, not including Hilyard Robinson Way crossing or labor/installation/paint costs.

2014 conditions (google street view):







2019 Conditions



Looking south-east from north-west corner of Hilyard Robinson Way/Armstrong intersection



Looking east from south-west corner of Hilyard Robinson Way/Armstrong intersection



Looking north from south-east corner of Hilyard Robinson Way/Armstrong intersection
(PCC pictured)



Looking south-east into Parkridge Park from west side of Armstrong at park entrance



Looking north from park entrance crossing



Looking south/west from park entrance crossing

6. *Residents and property owners adjacent to the affected area will be notified of the Council decision by first-class mail.*



OPINION OF PROBABLE CONSTRUCTION COST

ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road, Livonia, Michigan, 48150

Telephone: (734) 522-6711 FAX: (734) 522-6427

PROJECT: Armstrong Crosswalk
 LOCATION: Crossing Armstrong Dr and Armstrong Ct
 WORK: Crosswalk over Armstrong Dr and Armstrong Ct
and sidewalk to the community center

DATE: June 5, 2019
 PROJECT #: _____
 ESTIMATOR: LM
 CHECKED BY: NJB
 CURRENT ENR: RJ

ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
2040020	Curb and Gutter, Rem	Ft	140	\$ 12.00	\$ 1,680.00
2040050	Pavt, Rem	Syd	119	\$ 15.00	\$ 1,785.00
8100403	Sign, Type III, Rem	Ea	2	\$ 15.00	\$ 30.00
1027051	Mobilization	LSUM	1	\$ 2,000.00	\$ 2,000.00
2050016	Excavation, Earth	Cyd	41	\$ 30.00	\$ 1,230.00
2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	4	\$ 100.00	\$ 400.00
3027002	Station Grading	Sta	2	\$ 1,000.00	\$ 2,100.00
3027031	Aggregate Base, 21AA, 6 inch	Ton	55	\$ 30.00	\$ 1,650.00
4030005	Dr Structure Cover, Adj, Case 1	Ea	2	\$ 500.00	\$ 1,000.00
5010033	HMA, 13A	Ton	17	\$ 150.00	\$ 2,550.00
5010034	HMA, 36A	Ton	11	\$ 160.00	\$ 1,760.00
6020208	Add Post, Steel	Ft	20	\$ 15.00	\$ 300.00
8020038	Curb and Gutter, Conc, Det F4	Ft	140	\$ 26.00	\$ 3,640.00
8030010	Detectable Warning Surface	Ft	20	\$ 120.00	\$ 2,400.00
8030036	Sidewalk Ramp, Conc, 6 inch	Sft	110	\$ 10.00	\$ 1,100.00
8030044	Sidewalk, Conc, 4 inch	Sft	920	\$ 6.00	\$ 5,520.00
8100402	Sign, Type III, Erect, Salv	Ea	2	\$ 100.00	\$ 200.00
8110041	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	Ft	55	\$ 6.00	\$ 330.00
8120370	Traf Regulator Control	LSUM	1	\$ 1,250.00	\$ 1,250.00
8167011	Turf Restoration	Syd	154	\$ 12.00	\$ 1,848.00
TOTAL					\$ 32,773.00
CONTINGENCY (20%)					\$ 6,554.60
TOTAL OPINION OF PROBABLE COSTS =					\$ 39,327.60

ASSUMPTIONS/CLARIFICATIONS

1. ROW/easement acquisition or assistance is not included.
2. Pavement replacement on Armstrong Dr. & Ct with HMA will be required to accommodate crosswalk & ADA grading.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Frances McMullan
DATE: June 18, 2019
SUBJECT: One Year Extension with Washtenaw Community College for Parkridge Community Center

DESCRIPTION:

One Year Extension with Washtenaw Community College for Parkridge Community Center

SUMMARY:

Washtenaw Community College (WCC) provided programs at the Parkridge Community Center during calendar year 2019 in accordance with an approved Memorandum of Understanding (MOU) with the city. WCC is interested and willing to continue the programs for an additional term. The City Manager is requesting to extend the agreement for an additional calendar year.

Under the FY 19-20 budget, City Council has budgeted \$55,942, which includes an annual contribution of \$10,000 from Washtenaw County Parks and Recreation, to fund the operation of Parkridge Community Center through July 1, 2020. City staff will work with Anthony Williamson and others to fundraise for Parkridge for the remainder of the calendar year.

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-136
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Ypsilanti City Council recognizes and encourages education as a key component to a healthy and productive lifestyle; and
WHEREAS, the Ypsilanti City Council has reviewed the Memorandum of Understanding (MOU) to continue support in Parkridge Community Center; and
WHEREAS, the Council of the City of Ypsilanti supports the partnership and programs provided by Washtenaw Community College (WCC) and Parkridge Community Center and wishes to continue them.
NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council approves the proposed MOU extending the agreement between WCC and Parkridge Community Center for an additional calendar year.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
18 day of June 2019

#Resolution No. 2019-136

**SECOND EXTENSION OF
MEMORANDUM OF UNDERSTANDING
BETWEEN WASHTENAW COMMUNITY COLLEGE AND THE CITY
OF YPSILANTI REGARDING PARKRIDGE CENTER**

This Second Extension is made effective as of the 27th day of February, 2019, by and between the City of Ypsilanti ("City"), a Michigan Home Rule City, located at 1 South Huron Street, Ypsilanti, MI 48197, and Washtenaw Community College ("College"), located at 4800 E. Huron River Drive, Ann Arbor, Michigan 48105.

Whereas, the City and the College entered into a certain Memorandum of Understanding ("MOU") on January 1, 2017; and

Whereas, the first extension of this MOU entered into between the City and the College was executed on December 31, 2017; and

Whereas, this first extension to this MOU expires on June 30, 2019;

Now therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. The term of this MOU is granted a second extension of twelve (12) months, from June 30, 2019, and shall expire on Jun 30, 2020.
2. All other terms and provisions provided for in this MOU remain in full force and effect except as expressly modified herein.

CITY OF YPSILANTI

WASHTENAW COMMUNITY COLLEGE

By: _____
Beth Bashert, Mayor

By: _____
William L. Johnson, VP & CFO

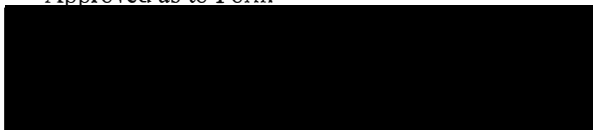
Date: _____

Date: _____

By: _____
Frances McMullan, City Manager

Date: _____

Approved as to Form





REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Frances McMullan
DATE: June 18, 2019
SUBJECT: City Attorney Contract

DESCRIPTION:
City Attorney Contract

SUMMARY:

Attorney John M. Barr and the law firm of Barr, Anhut & Associates, P.C. have been legal counsel for the City of Ypsilanti for a number of years. John M. Barr has been Ypsilanti City Attorney and Ypsilanti Freedom of Information Coordinator for a number of years. John M. Barr and the law firm have a written contract for services with the City that has a term date of June 30, 2019.

I have discussed the matter with John M. Barr and he is willing to continue the legal representation of the City and I am recommending continuing him and appointing him and the Firm as legal representative, City Attorney and FOIA Coordinator.

There are a number of reasons to continue the contract with John M. Barr and the firm. They have provided excellent legal service and advice. The law office is in the City and one block from City Hall. The firm has been responsive to staff requests and works on legal matters in a timely fashion. The firm has been with the City for a number of years and has a vast amount of institutional knowledge that is very helpful with the staff change over at the City. John and the firm provide a good measure of stability to the City and offer training to staff, boards and commission and City Council as requested.

I have worked out a suitable contract for services and ask that it be approved.

RECOMMENDED ACTION: Review and adoption of Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-137
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that upon the recommendation of Frances M. McMullan, Ypsilanti City Manager, as provided in Section 4.07 of the Ypsilanti City Charter, the contract for legal services with Barr, Anhut & Associates, P.C, and of John M. Barr as City Attorney, and Jesse O'Jack and Karl A. Barr as Assistant City Attorneys, and John M. Barr as FOIA Coordinator and Jennifer Healy as Deputy FOIA Coordinator is hereby confirmed and ratified. The Mayor and City Clerk are authorized to sign the contract for and on behalf of the City of Ypsilanti.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of June 2019

#Resolution No. 2019-137

ATTORNEY SERVICES AGREEMENT

The parties to this agreement are the City of Ypsilanti, a Michigan home rule city having an address of 1 S. Huron Street, Ypsilanti, MI 48197 (hereinafter "City"), and Barr, Anhut & Associates, P.C., a Michigan professional corporation, having an address of 105 Pearl Street, Ypsilanti, MI 48197 (hereinafter "Firm").

Background

Article IV, Section 4.07 of the City Charter provides that the City is to have a legal officer appointed by the City Manager, subject to the confirmation by the City Council. This section of the Charter further provides that the legal officer is to serve as chief legal adviser to the City Council, the City Manager, and all City departments, offices, and agencies; represent the City in all legal proceedings; and perform any other duties prescribed by the laws of the State of Michigan, by ordinance, or by resolution.

The Firm has represented the City for a number of years and the City is satisfied with the representation. Frances McMullan, City Manager has recommended that the Firm continue to represent the City and Ypsilanti City Council has approved this contract.

The City Manager recommends and appoints Barr, Anhut & Associates, P.C. and John M. Barr as City Attorney.

In consideration of the mutual agreements expressed herein, the Parties do hereby agree as follows:

Agreement

1. The City, by its duly constituted City Council, has passed a resolution confirming the appointing of John M. Barr as City Attorney, Jesse O'Jack as Assistant City Attorney, and Karl A. Barr as Assistant City attorney, pursuant to the terms of this agreement and has appropriated funds by budget resolution.
2. Scope of Services: The Firm agrees to provide city attorney services in accordance with the terms of the Charter of the City of Ypsilanti, particularly Section 4.07, the City Code of Ordinances and Rules and Regulations of City Council.

The scope of legal services is in three categories: general retainer, prosecution, and litigation. Matters before the Administrative Hearings

Bureau ("AHB") are included in the prosecution category. The parties thus agree that prosecution shall include:

- 1) All City prosecution of 14A-2 District Court cases at the 14A-2 District Court,
- 2) Settlement Conferences for those cases at the 14A-1 District Court,
- 3) The prosecution of AHB Formal Hearings,

The Parties further agree that Litigation/hourly billing includes all other litigation, including both cases in Circuit Court, Court of Appeals, Supreme Court, Federal Court and pre- and post-litigation matters, matters involving an attorney, appeals and cases before courts other than those set forth above, and matters in federal courts and/or before administrative agencies, real estate and labor matters.

The Parties further agree that the City retains special labor counsel; and while the Firm will coordinate with this counsel, it is in the best interest of the Parties that independent labor counsel will continue to be retained.

The Parties further agree that this agreement does not and was not intended to cover the services provided by other attorneys for legal services outside the scope set forth in the RFP. Special counsel may be retained for environmental and other specialized matters. The City Attorney will monitor all outside counsel.

Freedom of Information Coordinator services are included in the Scope of Services under the general retainer account. The City appoints John M. Barr as Freedom of Information Coordinator and Jennifer Healy as Deputy Freedom of Information Coordinator

3. Compensation: The parties agree to an annual, fixed amount of \$220,000 for both general and prosecution legal services, to be paid in 12 monthly installments. Further, the parties agree to an attorney hourly rate of \$135 and a legal assistant/clerical hourly rate of \$40 to \$90 for litigation legal services. Additional charges for additional costs reimbursable to the Firm will be in accordance with the rate sheet of the firm attached. The Parties hereby agree to this compensation.
4. Term: This contract is effective on this date and shall continue from year to year until terminated. The City may terminate this contact at will and must give 120 days written notice of termination. The Firm shall be compensated for legal services rendered through the date of termination. Any termination by the Firm shall be subject to the Firm's obligation to ensure that the City's interests are adequately protected.

5. Firm Composition: The Firm reserves the right to vary or amend the composition, employees and structure of the Firm. Present attorneys in the Firm are John M. Barr, Jesse O'Jack and Karl A. Barr.
6. Political Involvement: The Parties further agree that an express condition of this Agreement is that the City Attorney, and all Assistant City Attorneys, may not become involved in the advocacy of any political campaign of any political candidate for election to the City Council. Said City Attorney and Assistant City Attorneys may not be requested to, nor may they make, contribution to any political campaign for an individual seeking election to the Ypsilanti City Council. The City Attorney and Assistant City Attorneys further may not be requested to, nor may they make, any contribution to any campaign, movement, or cause concerning the payment or collection of taxes in the City of Ypsilanti, or the changing of any of the Charter or Code of Ordinances of the City of Ypsilanti. Nothing contained herein, however, is meant to prevent, in any way, the City Attorney or Assistant City Attorneys from giving legal advice, counsel or recommendations as required and provided for herein.
7. Liability Insurance: The City shall include the Firm officers of the city in the officers errors and omissions insurance with the City insurance carrier. The Firm shall maintain professional liability insurance at an amount of no less than of \$1,000,000 per claim.
8. The Firm may recommend to City Council the retention of special legal counsel to handle special legal matters as deemed necessary by the City Attorney.
9. The Firm is granted all power and authority customarily granted to attorneys by clients, including the authority to control the nature, direction, and strategy concerning court actions; the authorization to schedule and adjourn all court hearings and other matters concerning court proceedings; and authority to discuss facts, information, and issues and to disclose any such information which is beneficial to the City in the course of negotiation, pretrial, or discussion with opposing counsel, the court, or others. The Firm will discuss and consult with the City Manager, City Council, and Department heads concerning actions in progress.
10. The Firm agrees to perform this Agreement in accord with all federal state, and local laws and will not discriminate against, or give preferential treatment to, any person on the basis of race, sex, sexual orientation, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.

Except in amounts less than \$20 million, the Firm certifies that it, its successor, its parent company, or any of its subsidiaries or subunits does not engage in the practice of committing or contributing funds or property, extending credit, or contract for goods or services to develop petroleum resources, natural gas recourses, or nuclear power in Iran.

11. This Agreement is to be governed by and construed in accordance with the laws of the State of Michigan, and the legal venue lies exclusively within Washtenaw County.
12. Each provision of this Agreement is to be separately enforceable and, in the event, that a court of competent jurisdiction determines or adjudges that any provision of this Agreement is invalid or illegal, such decision will not affect the rest of the Agreement, which will remain in full force and effect.
13. This Agreement and its attachments are the sole Contract between the Parties. Any changes, additions, or deletions are not effective or actionable unless they are in writing and signed by the parties.

In witness whereof, the Parties hereto set their hands.

By the duly authorized representatives of the City of Ypsilanti:

Mayor, Beth Bashert

Date

Clerk, Andrew Hellenga

Date

By the duly authorized representative of Barr, Anhut & Associates, P.C.:

Responsible Attorney, John M. Barr

Date

Pursuant to the City Charter I have appointed Barr, Anhut & Associates, P.C., attorneys at law, and John M. Barr as City Attorney and request that City Council, as required by the City Charter, confirm the appointment.

City Manager, Frances McMullan

Date



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Frances McMullan
DATE: June 18, 2019
SUBJECT: One Year Contract Extension for IT Services with Washtenaw County

DESCRIPTION:

One Year Contract Extension for IT Services with Washtenaw County

SUMMARY:

Washtenaw County currently provides information technology services to the city (computer hardware, software, network, network security, E-mail, and telephone).

Last year (2018) City of Ypsilanti extended the IT Services Contract with Washtenaw County with the intention of migrating to a system operated by the City of Ypsilanti. It has become evident that this process will require additional time, seeing that there is no evidence that a migration plan was explored or developed, and such is the need to extend the contract for an additional year. This migration will require that the city complete a comprehensive IT audit and migration plan and purchase the necessary hardware, software, and other infrastructure. The city has secured an intern to assist and will secure professional IT consulting and maintenance services as needed.

PREVIOUS COUNCIL ACTION:

Council approved IT Services Contract for 2018-2019.

FINANCIAL IMPACT:

No increase from the 18-19 costs. The contract cost is \$141,259.

RECOMMENDED ACTION:

Approval

ATTACHMENTS:

2019-20 IT Services Contract – Washtenaw County

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-138
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti relies on Washtenaw County to provide information technology services to the city, including computer hardware, software, network systems and security, E-mail, telephone, and other services; and

WHEREAS, Washtenaw County has informed the city of its intent to discontinue IT services to the city effective July 1, 2020, due to lack of county staffing and escalating costs of providing the services; and

WHEREAS, it is necessary for the city to execute a contract with the county to continue to provide IT services for FY 2019-20 while the city completes its IT services migration plan and implementation.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby approve a one-year contract with Washtenaw County for IT services in the amount of \$141,2159, utilizing FY 19-20 funds from general fund accounts as determined by the Finance Director.

FURTHER, IT IS RESOLVED that the city council authorizes the City Manager to execute the contract after approval by the City Attorney as to form.

OFFERED BY: _____

SECONDED BY: _____

YES: _____ NO: _____ ABSENT: _____ VOTE: _____

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of June 2019

#Resolution No. 2019-138

CONTRACT
City of Ypsilanti

AGREEMENT is made this 1st day of July, 2019, by the City of Ypsilanti located at One South Huron Street, Ypsilanti, Michigan, 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 and the City of Ypsilanti are engaged in a strategic partnership in which the County will provide technical support, consultant services and network IT support services (IT Services) to the City of Ypsilanti. The goal of the project is to share resources in order to reduce costs and improve services both to internal and external customers of the City of Ypsilanti in the area of technology.

The following are deliverables and outcomes of the strategic partnership.

- **General Technical Support**

The County will provide desktop technology and network infrastructure support (IT Services).

Washtenaw County will provide:

1. Desktop and Computer Support-Safe and secure computing including operating system, productivity suite, virus protection and regular automated updates.
2. Network Support-Appropriately configured and secured data connections between City buildings and to the County's network via a connection between the County's Eastern County Government Center and the Ypsilanti Police Department. LAN/WAN support including firewall upgrades and network maintenance.
3. Data Center Support-Servers, data backup and restore.
4. Email-Email addresses, spam filtering, desktop email software, web-based email.
5. Email Archiving
Archive email in conformity with County's email retention schedule.
6. Help Desk Support
Email, web or telephone support for all technology issues covered in this agreement.
7. Microsoft Windows and Office licensing
Licensing included for each computer covered in this agreement.
8. Enterprise Content Management (ECM) Infrastructure – access to and use of the ECM infrastructure for storage of City documents.
9. Application Support
See asset list (attached for application support model).
10. Telephone System Support
Services provided through County-owned phone system and services through County staff and the County's existing contract with Suntel Services Inc. Telecom Reconfiguration Costs (Moves, Adds, Changes).

City of Ypsilanti Responsibilities:

1. Fund replacement and upgrades of equipment on a scheduled basis as required by the County.
2. Fund acquisition of new equipment.
3. Make all technology purchases through County IT.

4. Use County Help Desk to make all requests for service including break-fix, new services, and new equipment. Helpdesk can be contacted at 734.222.3737 or helpdesk@ewashtenaw.org.
5. Follow County IT standards for desktop computing (standard PC's and Office applications).
6. Assist with technology asset tracking.
7. Identify technology liaison(s) as onsite technology resource or point of contact for technology-related issues.
8. Manage communications vendors including telecom and internet for remote locations (Windstream, Comcast, AT&T, etc...).
9. Be responsible for all records stored, including, but not limited to, responding to all Freedom of Information requests (FOIA) relating to City of Ypsilanti's data.
10. Immediately notify County of any unauthorized use of the system and any breach of security of any network system.
11. Cooperate with County in all investigations involving the potential misuse of County's system or data.
12. Establish a cyber-liability coverage independent of the County.

Exclusions

1. City of Ypsilanti-specific application support.
2. Mobile computers in police vehicles.
3. Coverage under Washtenaw County's cyber insurance policy.

Performance Expectations:

1. County will use commercially reasonable efforts to ensure system availability during normal business hours.
2. Any major planned service outages will be discussed with the City of Ypsilanti at a minimum 10 business days prior planned service outages.
3. Major planned service outages will be scheduled to occur during non- core operating hours where possible.
4. County Helpdesk will be staffed during core operating hours.
5. County Helpdesk tickets will be responded to within 24 hours (one business day).
6. Core operating hours are defined as Monday – Friday 8:00am 5:00pm; excluding holidays
7. After hours support will be available for emergency public safety issues – requests made through County help desk.

Communications Protocol

1. The County Helpdesk is the main point of contact for all service-related issues.
2. Main point of contact for County business/administrative issues is the County Innovations and Process Improvement Manager, the alternate contact is the IT Operations Manager.
3. Main point of contact for City of Ypsilanti business/administrative issues is the Finance Director, Marilou Uy and the alternate contact is Payroll Technician, Kimberly Jones.
4. Scheduling of planned service outages will be communicated through email addressed to City of Ypsilanti point of contact no later than 10 business days prior to planned service outages.
5. Planned outages and system outages will be communicated via email list of City of Ypsilanti key contacts.

Locations Served

1. Ypsilanti City Hall
2. Ypsilanti Police Department
3. Ypsilanti Fire Department
4. Ypsilanti DPW

Role of Contractors

The City of Ypsilanti will obtain approval from the County for any work done by third party contractors in support of systems that use the County infrastructure. At least 10 business days' notice is required and access will be jointly supervised by County and City of Ypsilanti.

ARTICLE II – COMPENSATION

Upon completion of the above services and submission of invoices the City of Ypsilanti will pay the COUNTY for services rendered as outlined below:

Item	Type	Amount
Annual Technology Support – based on 70 PC's \$2017.99 per PC. Subject to annual adjustment based on annual number of PC's.	Annual	\$141,259
Enterprise Content Management (ECM) infrastructure and licenses	Annual	\$3,757.43
Telephone System Support	Annual	\$8,243.92
Telephone System Reconfiguration – 30 hours included	Hourly	\$62.50/hour
Replacement Hardware Purchases	As Needed	Billed at Cost
New Software or Hardware Purchases	As Needed	Billed at Cost
Special Projects outside of scope	As Needed	TBD

If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding City of Ypsilanti data or information that is electronically stored by County under this Agreement, then City of Ypsilanti shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.

ARTICLE III – TERM

This contract begins on July 1, 2019 and ends on June 30, 2020.

ARTICLE IV – CYBER INSURANCE

The County and the City of Ypsilanti shall maintain, at their own expense during the term of this Contract, their own cyber insurance.

ARTICLE V – DISCLAIMER OR WARRANTIES

The IT Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

County makes no warranty that (i) the IT Services will meet Public Body's requirements; (ii) the IT Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the IT Services will be accurate or reliable.

Any material or data downloaded or otherwise obtained through the use of the IT Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

ARTICLE VI – LIMITATION OF LIABILITY

In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

ARTICLE VII – 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 VIII – 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 IX – ASSIGNS AND SUCCESSORS

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

ARTICLE X – TERMINATION OF CONTRACT

Either party may choose to terminate this Agreement with or without cause by giving one hundred eighty (180) days written notice to the other party of its intent to terminate with the following conditions being met prior to termination: Payment of any remaining costs owed County.

ARTICLE XI – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XII – 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 XIII – 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 XIV – 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: _____ By: _____
Lawrence Kestenbaum, Clerk/Register (DATE) Gregory Dill, Administrator (DATE)

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

By: _____ By: _____
Dave Shirley, Director (DATE) Chris Noyed, IT Manager (DATE)

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

By: _____ By: _____
Jason Fee, Infrastructure Manager (DATE) Curtis N. Hedger (DATE)
Office of Corporation Counsel

CITY OF YPSILANTI:

APPROVED AS TO FORM:

By: _____ By: _____
Frances McMullan (DATE) John Barr (DATE)
City Manager City of Ypsilanti Attorney



REQUEST FOR LEGISLATION

TO: Mayor and City Council

FROM: John Barr

DATE:

SUBJECT: Road Warranty

DESCRIPTION:

Road Warranty

SUMMARY:

A new law in 2015, PA 175 of 2015 (MCL 247.662, et seq. required cities to adopt a Local Pavement Warranty Program for hot mix asphalt and concrete paving road projects. The Local Pavement Warranty Program was created by a task force with the idea to standardize road warranties.

The law requires local governments must adopt a warranty program by September 18, 2019.

Warranties must be considered in all road projects of \$2 million or more in paving costs paid with state or federal funds and annual reports must be made to MDOT.

We have prepared two resolutions adopting the program and have utilized forms approved by the MML. The process was discussed with and approved by OHM.

RECOMMENDED ACTION: Adoption of both resolutions

ATTACHMENTS:

1) Proposed Resolution adopting a Local Pavement Warranty Program and 2) Proposed Resolution to Implement a Local Pavement Warranty Program.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-139
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Michigan Legislature (MCL 247.663) requires each city or village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Local Agency Pavement Warranty Program was developed by the Local Agency Pavement Warranty Task Force for use by all 533 cities and villages in the format approved by the Michigan Department of Transportation in 2018;

WHEREAS, the Michigan Department of Transportation has reviewed and approved the Michigan Local Agency Pavement Warranty Program consisting of Special Provisions (Boilerplate, Concrete, HMA, Location, Pass-Through Warranty Bond); a Warranty Bond Form and Contract Form; and Guidelines for Local Agency Pavement Warranty Programs;

NOW THEREFORE BE IT RESOLVED, the City of Ypsilanti, Michigan hereby adopts the Michigan Local Agency Pavement Warranty Program and accompanying documents in accordance to the requirements of MCL 247.663.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of June 2019

#Resolution No. 2019-139



Local Agency Pavement Warranty Program Frequently asked Questions

1. Do we need to adopt a Local Agency Warranty Program?

Yes, every local road agency is required to adopt a warranty program according to MCL 247.662 & 247.663. This was part of the 2015 road funding package.

2. Is there an approved Local Agency Warranty program I can use?

Yes. There is a statewide local agency warranty program that will fit the needs of all local agencies, both the counties and the cities & villages. This program was put together by a Task Force comprised of representatives from CRA, MML, MDOT, and FHWA. After 2½ years with input from MDOT, FHWA, and Industry, our final warranty program was approved by MDOT and FHWA.

3. How do I adopt the approved warranty program?

Model resolutions have been created for local agencies to adopt the local agency warranty program. The model resolutions are available:

- Counties <http://Tinyurl.com/pavementwarranties>
- City & villages <http://www.mml.org/advocacy/pavement-warranty/index.html>

4. Can I develop my own Warranty Program that fits my agency's needs?

No, according to MCL 247.662 & 247.663 if a local agency wanted to create their own warranty program, they had to notify MDOT by April 1, 2016 if a county, or February 1, 2017 if a city or village.

5. Can I modify the Local Agency Warranty program to better fit my projects?

No, MCL 247.662 & 247.663 provided an opportunity for local agencies to develop their own warranty program if MDOT was notified by March 1, 2016 for counties and February 1, 2017 by City and Villages. The Task Force which created the local agency warranty program put a lot of thought into making sure this warranty program would work for both the CRA and MML members.

6. What do I do with the resolutions once adopted?

As your agency adopts the local agency resolution, please keep it on file in the event MDOT requests verification that your agency has adopted the local warranty program as required in Public Act 51.

7. Do all projects need warranties?

No, only Local agency projects when the pavement related items total \$2 million or more are required to have a warranty or the local agency must report that no warranty was used and justify that report according to MCL 247.662 & 247.663. The pavement-related cost for a hot mixed asphalt pavement warranty project include: the pavement, curb, shoulders, aggregate base, subbase and underdrain pay items. The pavement-related cost for concrete pavements include: pavement, curb, shoulders, joint sealing, dowel bars, load transfer devices, aggregate base, subbase and underdrain.

8. Do I have to put warranties on my locally funded projects?

No, if the project is 100% funded from local sources, no need for a pavement warranty unless the agency wants to. However, if the project includes any state or federal dollars, and/or the monthly MTF distribution, and/or any in kind services funded by the MTF and the pavement related items total more than \$2 million, then warranty reporting will be required

9. How long is the warranty period?

For asphalt projects, the warranty terms vary from 1 to 5 years depending on type of the work performed. For concrete pavements the warranty term is 5 years.

10. Is all project work warranted under the local agency warranty program?

No, just the asphalt and/or concrete pavements are warranted. No other work items are covered under the Local Agency Warranty program requirements.

11. Will a pavement warranty project be in a like new condition at the end of the warranty period?

No, the warranty specifications allow for a limited number of minor defects in the pavement as would be expected as a pavement ages. However, if the defects are found during the warranty period that exceed established thresholds; the contractor would be required to perform corrective actions according to the warranty special provisions. Also, if the contractor and Engineer disagree about the defects or corrective action, the warranty special provisions provide a dispute resolution process.

12. Does the construction contract on a project with a warranty need to stay open for the entire warranty term?

No, once the initial construction is complete and accepted, the construction contract will be closed, and the construction performance bond is released. When the pavement is completed (opened to traffic) the warranty contract starts. The local agency warranty program relies on this warranty contract for administering the warranty provisions.

13. How do we learn more about the local agency warranty program?

Later this spring or summer, LTAP will be conducting warranty training sessions for Road Commissioners, City and Village Council members and decision makers. Also, there will be training sessions for the project development and construction administration staff, these training programs will focus on the details of implementing a pavement warranty project.



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Michigan Legislature created a requirement (MCL 247.663) as part of the Transportation Funding Package of 2015 that requires each city and village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018;

WHEREAS, the City of Ypsilanti, Michigan adopted the Michigan Local Agency Pavement Warranty Program on _____, 2019

WHEREAS, the City of Ypsilanti, Michigan agrees to consider a local pavement warranty on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds;

WHEREAS, the Local Agency Pavement Warranty Program law requires each city and village to report annually on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds, whether or not a warranty was utilized in the project;

WHEREAS, the City of Ypsilanti agrees to implement the Michigan Local Agency Pavement Warranty Program consistent with the Guidelines for Local Agency Pavement Warranty Program document that was approved by the Michigan Department of Transportation in 2018; and which City of Ypsilanti, Michigan adopted Implementation Policy defines the intent of the City of Ypsilanti of its pavement warranty program;

NOW THEREFORE BE IT RESOLVED, the City of Ypsilanti, Michigan hereby agrees to implement the Local Agency Pavement Warranty Program and annually report in accordance with the law.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

#Resolution No. 2019-140

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this day of

#Resolution No. 2019-140



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Brad Holman
DATE: June 18, 2019
SUBJECT: Budget Adjustment Road Repair S Congress (Elm to Mansfield), Harriet (Hamilton to Huron middle & S lane), N Huron (Cross to Forest)

DESCRIPTION:

Budget Adjustment Road Repair S Congress (Elm to Mansfield), Harriet (Hamilton to Huron middle & S lane), N Huron (Cross to Forest)

SUMMARY:

Road repair S. Congress, Harriet St and N. Huron is scheduled for this year 2019. The bids for the Federally Funded (FHWA/MDOT) 2019 Road Program to repair these roads came in high with the low bidder being at 14.6% over estimated cost. There were two bidders and Cadillac Asphalt is the low bidder with a bid of \$615,900, which was over the engineer's estimate.

Staff is encouraging the City first of all to accept the lower bid to move forward with this project and stay consistent with time restraints. Secondly the City's match needs to increase by \$81,000 which brings the total to \$181,000. The adjustments can be made simply from the Major Street Reserve Fund.

Staff is asking council to make a budget adjustment in the amount of \$81,000 to amend expenditures increase. Staff further recommends a transfer of funds (\$81,000) from Major Street account #202-4-0000-699-01.

ATTACHMENTS:

Copy of state bid

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-141
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City has determined that repairs to S Congress, Harriet, N Huron are important to the City.

WHEREAS, The City has been awarded \$405,834, in federal funds

WHEREAS, The City has already allocated \$101,000, towards this project

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves a transfer of funds (\$81,000) from account #202-4-0000-699-91 to #202-7-9067-975-03.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of June 2019

#Resolution No. 2019-141

Letting of June 07, 2019

Letting Call: 1906 026

Project: STU 81000-205586

Local Agreement: 19-5231

Start Date: June 17, 2019

Description:

0.83 mi of hot mix asphalt cold milling and overlay, concrete pavement repair, curb, gutter, sidewalk and ramps, drainage and pavement markings on South Congress Street from Mansfield Street to Elm Street, on Huron Street from Forest Avenue to Cross Street and on Harriet Street from Hamilton Street to Huron Street in the city of Ypsilanti, Washtenaw County. This is a Local Agency project.

4.00 % DBE participation required

Low Bid: \$615,900.00

Engineer Estimate: \$537,417.75

Pct Over/Under Estimate: 14.60 %

Completion Date: September 15, 2019

Bidder	As-Submitted
Cadillac Asphalt, L.L.C.	\$615,900.00
Ajax Paving Industries, Inc.	\$848,669.79

Total Number of Bidders: 2



6/7/2019 1:12 PM

AASHTOWare Project™ Version 4.0 Revision 189

Low Bid Summary

Report v1

Letting Date: June 07, 2019

Letting ID: 190607

Lowest Bidder

Call Number	Contract ID / Project(s)	Number of Bids	Low Bidder	Estimated Cost	Corrected Bid	Percent of Estimate	Overrun (+) Underrun (-)
026	81000-205586 1900693	2	Cadillac Asphalt, L.L.C.	\$537,417.75	\$615,900.00	114.60%	\$78,482.25
Letting Totals:		2		\$537,417.75	\$615,900.00	114.60%	\$78,482.25



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Tabulation of Bids

Report v1

Call Number: 026

Contract ID: 81000-205586

Project(s): 1900693

Letting Date: June 07, 2019

Region(s): Brighton TSC

Counties: Washtenaw County

Contract Time: 09/15/19 COMPLETION DATE

Contract Description: 0.83 mi of hot mix asphalt cold milling and overlay, concrete pavement repair, curb, gutter, sidewalk and ramps, drainage and pavement markings on South Congress Street from Mansfield Street to Elm Street, on Huron Street from Forest Avenue to Cross Street and on Harriet Street from Hamilton Street to Huron Street in the city of Ypsilanti, Washtenaw County. This is a Local Agency project. ** 537 Cb or Comb/Jt. 537 Ea, J **In addition to the above minimum prequalification requirement for prime contractors this project includes subclassifications of Cb, Ea and J. If the prime contractor is not prequalified in those subclassifications it must use prequalified subcontractors. Those subcontractors must be designated prior to award of the contract to the confirmed low bidder.

List of Vendors

Rank	Vendor ID/Name	Total Bid	Percent Of Low Bid	Percent Of Estimate
0	-EST- - Engineer's Estimate	\$537,417.75	87.26%	100.00%
1	05184 - Cadillac Asphalt, L.L.C.	\$615,900.00	100.00%	114.60%
2	00588 - Ajax Paving Industries, Inc.	\$848,669.79	137.79%	157.92%



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Tabulation of Bids

Report v1

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) Cadillac Asphalt, L.L.C.		(2) Ajax Paving Industries, Inc.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0010 1500001	(1)	48,900.00000	48,900.00	30,743.54000	30,743.54	48,900.00000	48,900.00
Mobilization, Max \$48,900.00		LSUM					
0020 2030011	3.000	350.00000	1,050.00	400.00000	1,200.00	400.00000	1,200.00
Dr Structure, Rem		Ea					
0030 2030015	15.000	20.00000	300.00	25.00000	375.00	25.00000	375.00
Sewer, Rem, Less than 24 inch		Ft					
0040 2040020	1,005.000	15.00000	15,075.00	13.00000	13,065.00	13.00000	13,065.00
Curb and Gutter, Rem		Ft					
0050 2040055	834.000	11.50000	9,591.00	14.50000	12,093.00	14.50000	12,093.00
Sidewalk, Rem		Syd					
0060 2047011	23.000	15.00000	345.00	30.00000	690.00	30.00000	690.00
_ Full Depth Patch, Rem, Modified		Syd					
0070 2047011	467.000	21.00000	9,807.00	16.00000	7,472.00	16.00000	7,472.00
_ Pavt, Rem, Modified		Syd					



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Tabulation of Bids

Report v1

Line No / Item ID Item Description			(0) Engineer's Estimate		(1) Cadillac Asphalt, L.L.C.		(2) Ajax Paving Industries, Inc.	
Alt Set / Alt Member	Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work								
0080	2080020	26.000	100.00000	2,600.00	125.00000	3,250.00	150.00000	3,900.00
Erosion Control, Inlet Protection, Fabric Drop		Ea						
0090	3027011	268.000	20.00000	5,360.00	18.00000	4,824.00	40.00000	10,720.00
_ Aggregate Base, 4 inch, Modified		Syd						
0100	4020600	150.000	95.00000	14,250.00	100.00000	15,000.00	100.00000	15,000.00
Sewer, CI E, 12 inch, Tr Det B		Ft						
0110	4030010	8.000	500.00000	4,000.00	600.00000	4,800.00	600.00000	4,800.00
Dr Structure Cover, Type B		Ea						
0120	4030050	8.000	550.00000	4,400.00	750.00000	6,000.00	750.00000	6,000.00
Dr Structure Cover, Type K		Ea						
0130	4030200	7.000	2,200.00000	15,400.00	3,100.00000	21,700.00	3,100.00000	21,700.00
Dr Structure, 24 inch dia		Ea						
0140	4030280	10.000	125.00000	1,250.00	250.00000	2,500.00	250.00000	2,500.00
Dr Structure, Adj, Add Depth		Ft						



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Tabulation of Bids

Report v1

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) Cadillac Asphalt, L.L.C.		(2) Ajax Paving Industries, Inc.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0150 4030312	7.000	450.00000	3,150.00	400.00000	2,800.00	400.00000	2,800.00
Dr Structure, Tap, 12 inch							
	Ea						
0160 4037050	8.000	750.00000	6,000.00	800.00000	6,400.00	800.00000	6,400.00
_ Sanitary Sewer Cover, Adj, Case 1							
	Ea						
0170 4037050	24.000	700.00000	16,800.00	700.00000	16,800.00	700.00000	16,800.00
_ Utility Structure Cover, Adj, Case 1							
	Ea						
0180 5010002	15,082.000	2.50000	37,705.00	3.69000	55,652.58	3.69000	55,652.58
Cold Milling HMA Surface							
	Syd						
0190 5010025	40.000	250.00000	10,000.00	450.00000	18,000.00	700.00000	28,000.00
Hand Patching							
	Ton						
0200 5010703	1,678.000	91.00000	152,698.00	130.00000	218,140.00	120.00000	201,360.00
HMA, LVSP							
	Ton						
0210 6020030	10.000	200.00000	2,000.00	175.00000	1,750.00	200.00000	2,000.00
Conc, Grade P1							
	Cyd						



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Tabulation of Bids

Report v1

Line No / Item ID Item Description			(0) Engineer's Estimate		(1) Cadillac Asphalt, L.L.C.		(2) Ajax Paving Industries, Inc.	
Alt Set / Alt Member	Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work								
0220	6030044	56.000	55.00000	3,080.00	70.00000	3,920.00	70.00000	3,920.00
Pavt Repr, Nonreinf Conc, 8 inch		Syd						
0230	8017011	49.000	47.50000	2,327.50	55.00000	2,695.00	55.00000	2,695.00
_ Driveway, Nonreinf Conc, 6 inch, Modified		Syd						
0240	8027001	791.000	25.00000	19,775.00	29.00000	22,939.00	29.00000	22,939.00
_ Curb and Gutter, Conc, Modified		Ft						
0250	8030030	385.000	22.00000	8,470.00	29.00000	11,165.00	29.00000	11,165.00
Curb Ramp Opening, Conc		Ft						
0260	8030044	6,105.000	8.00000	48,840.00	5.00000	30,525.00	5.00000	30,525.00
Sidewalk, Conc, 4 inch		Sft						
0270	8030046	1,114.000	10.50000	11,697.00	6.00000	6,684.00	6.00000	6,684.00
Sidewalk, Conc, 6 inch		Sft						
0280	8037001	179.000	35.00000	6,265.00	35.00000	6,265.00	35.00000	6,265.00
_ Detectable Warning Surface, Modified		Ft						



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Tabulation of Bids

Report v1

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) Cadillac Asphalt, L.L.C.		(2) Ajax Paving Industries, Inc.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work							
0290 8037010	30.000	20.00000	600.00	30.00000	900.00	30.00000	900.00
_ Sidewalk Retaining Wall, Integral, 6 inch to 18 inch Height							
0300 8037010	140.000	17.50000	2,450.00	20.00000	2,800.00	20.00000	2,800.00
_ Sidewalk Retaining Wall, Integral, Less than 6 inch Height							
0310 8037010	375.000	15.00000	5,625.00	15.00000	5,625.00	15.00000	5,625.00
_ Sidewalk, Conc, 4 inch, Colored, Modified							
0320 8037010	2,233.000	7.25000	16,189.25	7.50000	16,747.50	7.50000	16,747.50
_ Sidewalk, Ramp. 6 inch, ADA, Modified							
0330 8100371	422.000	8.25000	3,481.50	6.00000	2,532.00	6.00000	2,532.00
Post, Steel, 3 lb							
0340 8100402	6.000	40.00000	240.00	35.00000	210.00	35.00000	210.00
Sign, Type III, Erect, Salv							
0350 8100403	24.000	15.00000	360.00	25.00000	600.00	25.00000	600.00
Sign, Type III, Rem							



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Tabulation of Bids

Report v1

Line No / Item ID Item Description			(0) Engineer's Estimate		(1) Cadillac Asphalt, L.L.C.		(2) Ajax Paving Industries, Inc.	
Alt Set / Alt Member	Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work								
0360	8100404	68.000	16.00000	1,088.00	15.00000	1,020.00	15.00000	1,020.00
Sign, Type IIIA		Sft						
0370	8100405	76.000	16.00000	1,216.00	16.00000	1,216.00	16.00000	1,216.00
Sign, Type IIIB		Sft						
0380	8110091	899.000	0.70000	629.30	0.95000	854.05	0.95000	854.05
Pavt Mrkg, Polyurea, 4 inch, White		Ft						
0390	8110092	2,154.000	0.70000	1,507.80	0.95000	2,046.30	0.95000	2,046.30
Pavt Mrkg, Polyurea, 4 inch, Yellow		Ft						
0400	8110093	696.000	2.15000	1,496.40	2.95000	2,053.20	2.95000	2,053.20
Pavt Mrkg, Polyurea, 6 inch, Crosswalk		Ft						
0410	8110110	732.000	4.25000	3,111.00	5.95000	4,355.40	5.95000	4,355.40
Pavt Mrkg, Polyurea, 12 inch, Crosswalk		Ft						
0420	8110114	188.000	9.00000	1,692.00	12.95000	2,434.60	12.95000	2,434.60
Pavt Mrkg, Polyurea, 24 inch, Stop Bar		Ft						



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Tabulation of Bids

Report v1

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) Cadillac Asphalt, L.L.C.		(2) Ajax Paving Industries, Inc.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Dscr: 1 - Road Work							
0430 8110115	18.000	175.00000	3,150.00	195.00000	3,510.00	195.00000	3,510.00
Pavt Mrkg, Polyurea, Sharrow Symbol	Ea						
0440 8120022	15.000	50.00000	750.00	75.00000	1,125.00	75.00000	1,125.00
Barricade, Type III, High Intensity, Lighted, Furn	Ea						
0450 8120023	15.000	1.00000	15.00	5.00000	75.00	5.00000	75.00
Barricade, Type III, High Intensity, Lighted, Oper	Ea						
0460 8120030	150.000	15.00000	2,250.00	18.00000	2,700.00	18.00000	2,700.00
Channelizing Device, 42 inch, Furn	Ea						
0470 8120031	150.000	0.25000	37.50	1.00000	150.00	1.00000	150.00
Channelizing Device, 42 inch, Oper	Ea						
0480 8120130	2.000	300.00000	600.00	400.00000	800.00	400.00000	800.00
Lighted Arrow, Type B, Furn	Ea						
0490 8120131	2.000	1.00000	2.00	100.00000	200.00	100.00000	200.00
Lighted Arrow, Type B, Oper	Ea						



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Tabulation of Bids

Report v1

Line No / Item ID Item Description			(0) Engineer's Estimate		(1) Cadillac Asphalt, L.L.C.		(2) Ajax Paving Industries, Inc.	
Alt Set / Alt Member	Quantity and Units		Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount
Section ID/Descr: 1 - Road Work								
0500	8120170	(1)	10,000.00000	10,000.00	14,194.83000	14,194.83	136,520.00000	136,520.00
Minor Traf Devices		LSUM						
0510	8120210	75.000	0.65000	48.75	1.00000	75.00	1.00000	75.00
Pavt Mrkg, Longit, 6 inch or Less Width, Rem		Ft						
0520	8120350	1,547.000	4.00000	6,188.00	3.00000	4,641.00	3.00000	4,641.00
Sign, Type B, Temp, Prismatic, Furn		Sft						
0530	8120351	1,547.000	0.25000	386.75	1.00000	1,547.00	1.00000	1,547.00
Sign, Type B, Temp, Prismatic, Oper		Sft						
0540	8120370	(1)	5,000.00000	5,000.00	100.00000	100.00	100,000.00000	100,000.00
Traf Regulator Control		LSUM						
0550	8167011	752.000	9.00000	6,768.00	20.00000	15,040.00	8.58000	6,452.16
_ Surface Restoration, Modified		Syd						
0560	8237050	2.000	500.00000	1,000.00	400.00000	800.00	400.00000	800.00
_ Gate Valve Box, Top Section, Modified		Ea						



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Tabulation of Bids

Report v1

Line No / Item ID Item Description		(0) Engineer's Estimate		(1) Cadillac Asphalt, L.L.C.		(2) Ajax Paving Industries, Inc.	
Alt Set / Alt Member	Quantity and Units	Unit Price	Ext Amount	Unit Price	Ext Amount	Unit Price	Ext Amount

Section ID/Descr: 1 - Road Work

0570	8237050	4.000	100.00000	400.00	25.00000	100.00	265.00000	1,060.00
_ Replace Sprinkler Head		Ea						
Section Totals:				\$537,417.75		\$615,900.00		\$848,669.79

Contract Item Totals:		\$537,417.75		\$615,900.00		\$848,669.79
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Contract Grand Totals:		\$537,417.75		\$615,900.00		\$848,669.79
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() indicates item is bid as Lump Sum



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Low Bid Item Analysis

Report v1

Call Number: 026

Contract ID: 81000-205586

Project(s): 1900693

Letting Date: June 07, 2019 10:30 AM

Region(s): Brighton TSC

Counties: Washtenaw County

Contract Time: 09/15/19 COMPLETION DATE

Contract Description: Hot mix asphalt cold milling and overlay, sidewalk ramps and pavement markings.

Vendor ID/Name: 05184 - Cadillac Asphalt, L.L.C.

List of Items

Line	Item ID/ Item Description	Quantity	Estimated Price	Bid Price/ Units	Estimated Amount	Bid Amount	Bid Est Pct	Overrun (+) Underrun (-)
Section ID/Descr: 1 - Road Work								
0010	1500001 Mobilization, Max \$48,900.00	(1)	48,900.00000	30,743.54000 LSUM	48,900.00	30,743.54	62.87%	-18,156.46
0020	2030011 Dr Structure, Rem	3.000	350.00000	400.00000 Ea	1,050.00	1,200.00	114.29%	150.00
0030	2030015 Sewer, Rem, Less than 24 inch	15.000	20.00000	25.00000 Ft	300.00	375.00	125.00%	75.00
0040	2040020 Curb and Gutter, Rem	1,005.000	15.00000	13.00000 Ft	15,075.00	13,065.00	86.67%	-2,010.00
0050	2040055 Sidewalk, Rem	834.000	11.50000	14.50000 Syd	9,591.00	12,093.00	126.09%	2,502.00

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Low Bid Item Analysis

Report v1

Call Number: 026**Contract ID:** 81000-205586**Project(s):** 1900693**Letting Date:** June 07, 2019 10:30 AM**Region(s):** Brighton TSC**Counties:** Washtenaw County**Contract Time:** 09/15/19 COMPLETION DATE**Contract Description:** Hot mix asphalt cold milling and overlay, sidewalk ramps and pavement markings.**Vendor ID/Name:** 05184 - Cadillac Asphalt, L.L.C.**List of Items**

Line	Item ID/ Item Description	Quantity	Estimated Price	Bid Price/ Units	Estimated Amount	Bid Amount	Bid Est Pct	Overrun (+) Underrun (-)
Section ID/Descr: 1 - Road Work								
0060	2047011 _ Full Depth Patch, Rem, Modified	23.000	15.00000	30.00000 Syd	345.00	690.00	200.00%	345.00
0070	2047011 _ Pavt, Rem, Modified	467.000	21.00000	16.00000 Syd	9,807.00	7,472.00	76.19%	-2,335.00
0080	2080020 Erosion Control, Inlet Protection, Fabric Drop	26.000	100.00000	125.00000 Ea	2,600.00	3,250.00	125.00%	650.00
0090	3027011 _ Aggregate Base, 4 inch, Modified	268.000	20.00000	18.00000 Syd	5,360.00	4,824.00	90.00%	-536.00
0100	4020600 Sewer, CI E, 12 inch, Tr Det B	150.000	95.00000	100.00000 Ft	14,250.00	15,000.00	105.26%	750.00

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Low Bid Item Analysis

Report v1

Call Number: 026**Contract ID:** 81000-205586**Project(s):** 1900693**Letting Date:** June 07, 2019 10:30 AM**Region(s):** Brighton TSC**Counties:** Washtenaw County**Contract Time:** 09/15/19 COMPLETION DATE**Contract Description:** Hot mix asphalt cold milling and overlay, sidewalk ramps and pavement markings.**Vendor ID/Name:** 05184 - Cadillac Asphalt, L.L.C.**List of Items**

Line	Item ID/ Item Description	Quantity	Estimated Price	Bid Price/ Units	Estimated Amount	Bid Amount	Bid Est Pct	Overrun (+) Underrun (-)
Section ID/Descr: 1 - Road Work								
0110	4030010 Dr Structure Cover, Type B	8.000	500.00000	600.00000 Ea	4,000.00	4,800.00	120.00%	800.00
0120	4030050 Dr Structure Cover, Type K	8.000	550.00000	750.00000 Ea	4,400.00	6,000.00	136.36%	1,600.00
0130	4030200 Dr Structure, 24 inch dia	7.000	2,200.00000	3,100.00000 Ea	15,400.00	21,700.00	140.91%	6,300.00
0140	4030280 Dr Structure, Adj, Add Depth	10.000	125.00000	250.00000 Ft	1,250.00	2,500.00	200.00%	1,250.00
0150	4030312 Dr Structure, Tap, 12 inch	7.000	450.00000	400.00000 Ea	3,150.00	2,800.00	88.89%	-350.00

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Report v1

Call Number: 026**Contract ID:** 81000-205586**Project(s):** 1900693**Letting Date:** June 07, 2019 10:30 AM**Region(s):** Brighton TSC**Counties:** Washtenaw County**Contract Time:** 09/15/19 COMPLETION DATE**Contract Description:** Hot mix asphalt cold milling and overlay, sidewalk ramps and pavement markings.**Vendor ID/Name:** 05184 - Cadillac Asphalt, L.L.C.**List of Items**

Line	Item ID/ Item Description	Quantity	Estimated Price	Bid Price/ Units	Estimated Amount	Bid Amount	Bid Est Pct	Overrun (+) Underrun (-)
Section ID/Descr: 1 - Road Work								
0160	4037050 _ Sanitary Sewer Cover, Adj, Case 1	8.000	750.00000	800.00000 Ea	6,000.00	6,400.00	106.67%	400.00
0170	4037050 _ Utility Structure Cover, Adj, Case 1	24.000	700.00000	700.00000 Ea	16,800.00	16,800.00	100.00%	0.00
0180	5010002 Cold Milling HMA Surface	15,082.000	2.50000	3.69000 Syd	37,705.00	55,652.58	147.60%	17,947.58
0190	5010025 Hand Patching	40.000	250.00000	450.00000 Ton	10,000.00	18,000.00	180.00%	8,000.00
0200	5010703 HMA, LVSP	1,678.000	91.00000	130.00000 Ton	152,698.00	218,140.00	142.86%	65,442.00

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Low Bid Item Analysis

Report v1

Call Number: 026**Contract ID:** 81000-205586**Project(s):** 1900693**Letting Date:** June 07, 2019 10:30 AM**Region(s):** Brighton TSC**Counties:** Washtenaw County**Contract Time:** 09/15/19 COMPLETION DATE**Contract Description:** Hot mix asphalt cold milling and overlay, sidewalk ramps and pavement markings.**Vendor ID/Name:** 05184 - Cadillac Asphalt, L.L.C.**List of Items**

Line	Item ID/ Item Description	Quantity	Estimated Price	Bid Price/ Units	Estimated Amount	Bid Amount	Bid Est Pct	Overrun (+) Underrun (-)
Section ID/Descr: 1 - Road Work								
0210	6020030 Conc, Grade P1	10.000	200.00000	175.00000 Cyd	2,000.00	1,750.00	87.50%	-250.00
0220	6030044 Pavt Repr, Nonreinf Conc, 8 inch	56.000	55.00000	70.00000 Syd	3,080.00	3,920.00	127.27%	840.00
0230	8017011 _ Driveway, Nonreinf Conc, 6 inch, Modified	49.000	47.50000	55.00000 Syd	2,327.50	2,695.00	115.79%	367.50
0240	8027001 _ Curb and Gutter, Conc, Modified	791.000	25.00000	29.00000 Ft	19,775.00	22,939.00	116.00%	3,164.00
0250	8030030 Curb Ramp Opening, Conc	385.000	22.00000	29.00000 Ft	8,470.00	11,165.00	131.82%	2,695.00

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Low Bid Item Analysis

Report v1

Call Number: 026**Contract ID:** 81000-205586**Project(s):** 1900693**Letting Date:** June 07, 2019 10:30 AM**Region(s):** Brighton TSC**Counties:** Washtenaw County**Contract Time:** 09/15/19 COMPLETION DATE**Contract Description:** Hot mix asphalt cold milling and overlay, sidewalk ramps and pavement markings.**Vendor ID/Name:** 05184 - Cadillac Asphalt, L.L.C.**List of Items**

Line	Item ID/ Item Description	Quantity	Estimated Price	Bid Price/ Units	Estimated Amount	Bid Amount	Bid Est Pct	Overrun (+) Underrun (-)
Section ID/Descr: 1 - Road Work								
0260	8030044 Sidewalk, Conc, 4 inch	6,105.000	8.00000	5.00000 Sft	48,840.00	30,525.00	62.50%	-18,315.00
0270	8030046 Sidewalk, Conc, 6 inch	1,114.000	10.50000	6.00000 Sft	11,697.00	6,684.00	57.14%	-5,013.00
0280	8037001 _ Detectable Warning Surface, Modified	179.000	35.00000	35.00000 Ft	6,265.00	6,265.00	100.00%	0.00
0290	8037010 _ Sidewalk Retaining Wall, Integral, 6 inch to 18 inch Height	30.000	20.00000	30.00000 Sft	600.00	900.00	150.00%	300.00
0300	8037010 _ Sidewalk Retaining Wall, Integral, Less than 6 inch Height	140.000	17.50000	20.00000 Sft	2,450.00	2,800.00	114.29%	350.00

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Low Bid Item Analysis

Report v1

Call Number: 026**Contract ID:** 81000-205586**Project(s):** 1900693**Letting Date:** June 07, 2019 10:30 AM**Region(s):** Brighton TSC**Counties:** Washtenaw County**Contract Time:** 09/15/19 COMPLETION DATE**Contract Description:** Hot mix asphalt cold milling and overlay, sidewalk ramps and pavement markings.**Vendor ID/Name:** 05184 - Cadillac Asphalt, L.L.C.**List of Items**

Line	Item ID/ Item Description	Quantity	Estimated Price	Bid Price/ Units	Estimated Amount	Bid Amount	Bid Est Pct	Overrun (+) Underrun (-)
Section ID/Descr: 1 - Road Work								
0310	8037010 _ Sidewalk, Conc, 4 inch, Colored, Modified	375.000	15.00000	15.00000 Sft	5,625.00	5,625.00	100.00%	0.00
0320	8037010 _ Sidewalk, Ramp, 6 inch, ADA, Modified	2,233.000	7.25000	7.50000 Sft	16,189.25	16,747.50	103.45%	558.25
0330	8100371 Post, Steel, 3 lb	422.000	8.25000	6.00000 Ft	3,481.50	2,532.00	72.73%	-949.50
0340	8100402 Sign, Type III, Erect, Salv	6.000	40.00000	35.00000 Ea	240.00	210.00	87.50%	-30.00
0350	8100403 Sign, Type III, Rem	24.000	15.00000	25.00000 Ea	360.00	600.00	166.67%	240.00

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Section ID/Descr: 1 - Road Work								
0360	8100404 Sign, Type IIIA	68.000	16.00000	15.00000 Sft	1,088.00	1,020.00	93.75%	-68.00
0370	8100405 Sign, Type IIIB	76.000	16.00000	16.00000 Sft	1,216.00	1,216.00	100.00%	0.00
0380	8110091 Pavt Mrkg, Polyurea, 4 inch, White	899.000	0.70000	0.95000 Ft	629.30	854.05	135.71%	224.75
0390	8110092 Pavt Mrkg, Polyurea, 4 inch, Yellow	2,154.000	0.70000	0.95000 Ft	1,507.80	2,046.30	135.71%	538.50
0400	8110093 Pavt Mrkg, Polyurea, 6 inch, Crosswalk	696.000	2.15000	2.95000 Ft	1,496.40	2,053.20	137.21%	556.80

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Section ID/Descr: 1 - Road Work								
0410	8110110 Pavt Mrkg, Polyurea, 12 inch, Crosswalk	732.000	4.25000	5.95000 Ft	3,111.00	4,355.40	140.00%	1,244.40
0420	8110114 Pavt Mrkg, Polyurea, 24 inch, Stop Bar	188.000	9.00000	12.95000 Ft	1,692.00	2,434.60	143.89%	742.60
0430	8110115 Pavt Mrkg, Polyurea, Sharrow Symbol	18.000	175.00000	195.00000 Ea	3,150.00	3,510.00	111.43%	360.00
0440	8120022 Barricade, Type III, High Intensity, Lighted, Furn	15.000	50.00000	75.00000 Ea	750.00	1,125.00	150.00%	375.00
0450	8120023 Barricade, Type III, High Intensity, Lighted, Oper	15.000	1.00000	5.00000 Ea	15.00	75.00	500.00%	60.00

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List of Items

Line	Item ID/ Item Description	Quantity	Estimated Price	Bid Price/ Units	Estimated Amount	Bid Amount	Bid Est Pct	Overrun (+) Underrun (-)
Section ID/Descr: 1 - Road Work								
0460	8120030 Channelizing Device, 42 inch, Furn	150.000	15.00000	18.00000 Ea	2,250.00	2,700.00	120.00%	450.00
0470	8120031 Channelizing Device, 42 inch, Oper	150.000	0.25000	1.00000 Ea	37.50	150.00	400.00%	112.50
0480	8120130 Lighted Arrow, Type B, Furn	2.000	300.00000	400.00000 Ea	600.00	800.00	133.33%	200.00
0490	8120131 Lighted Arrow, Type B, Oper	2.000	1.00000	100.00000 Ea	2.00	200.00	3000.00%	198.00
0500	8120170 Minor Traf Devices	(1)	10,000.00000	14,194.83000 LSUM	10,000.00	14,194.83	141.95%	4,194.83

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Section ID/Descr: 1 - Road Work								
0510	8120210	75.000	0.65000	1.00000	48.75	75.00	153.85%	26.25
	Pavt Mrkg, Longit, 6 inch or Less Width, Rem			Ft				
0520	8120350	1,547.000	4.00000	3.00000	6,188.00	4,641.00	75.00%	-1,547.00
	Sign, Type B, Temp, Prismatic, Furn			Sft				
0530	8120351	1,547.000	0.25000	1.00000	386.75	1,547.00	400.00%	1,160.25
	Sign, Type B, Temp, Prismatic, Oper			Sft				
0540	8120370	(1)	5,000.00000	100.00000	5,000.00	100.00	2.00%	-4,900.00
	Traf Regulator Control			LSUM				
0550	8167011	752.000	9.00000	20.00000	6,768.00	15,040.00	222.22%	8,272.00
	_ Surface Restoration, Modified			Syd				

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List of Items

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Section ID/Descr: 1 - Road Work								
0560	8237050	2.000	500.00000	400.00000	1,000.00	800.00	80.00%	-200.00
	_ Gate Valve Box, Top Section, Modified			Ea				
0570	8237050	4.000	100.00000	25.00000	400.00	100.00	25.00%	-300.00
	_ Replace Sprinkler Head			Ea				
Section Totals:					\$537,417.75	\$615,900.00	114.60%	\$78,482.25
Contract Total for Calculated Low Bidders Bid Items:					\$537,417.75	\$615,900.00	114.60%	\$78,482.25

() indicates item is bid as Lump Sum

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REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: June 18, 2019
SUBJECT: Join Amicus Curie Brief

DESCRIPTION:

Join Amicus Curie Brief

SUMMARY:

Several cases are before the United States Supreme Court. The cases are on appeal from lower courts to determine if gender is an included protected class in the term sex, as used in the federal statute, Title VII, that prohibits discrimination based on sex.

A coalition of local jurisdictions, including the City of Los Angeles and others are preparing an amicus brief in support of the proposition that gender is an included class. The coalition has communicated with the mayor to ask that the City of Ypsilanti support the brief in principal. No financial support has been requested.

A City ordinance prohibits discrimination on the basis of gender, so the City has previously adopted the concept of protection of gender from discrimination.

Mayor Bashert requested that this office prepare legislation for Council consideration. A proposed resolution is attached.

RECOMMENDED ACTION: Consideration of attached resolution.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-142
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City of Ypsilanti ordinance, code section 58-65 prohibits gender discrimination in employment, and

Whereas, several cases are before the United States Supreme Court to decide if gender is included in the federal prohibition of employment sexual discrimination in Title VII, and the City of Ypsilanti has been requested by the Mayors Against LGTTQ Discrimination to provide support to this principal by signing approval of the amicus brief in support, and

Whereas, the Council of the City of Ypsilanti is against discrimination in employment based on gender, and believes that the principal should be included in federal law,

Now Therefore, the City of Ypsilanti gives approval to the amicus brief supporting the concept that gender is a protected class under Title VII, and directs the City Attorney to communicate this support to the Mayors Against LGBTQ Discrimination and become a signatory to the said amicus brief.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of June 2019

#Resolution No. 2019-142



**Barr,
Anhut &
Associates, P.C.**
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John M. Barr
Karl A. Barr

Jesse O'Jack ~ Of Counsel
William F. Anhut ~ Of Counsel – Retired
Jennifer A. Healy ~ Legal Assistant

MEMORANDUM

To: Hon. Beth Bashert, Mayor of City of Ypsilanti
From: John M. Barr, Ypsilanti City Attorney
Date: June 7, 2019
Re: Request for Amicus Brief support

You have requested my opinion regarding a request from the Mayors Against LGBTQ Discrimination to have the City of Ypsilanti become a signatory to an amicus curie brief in the U.S. Supreme Court in three cases involving the question as to whether "gender" is included in the Title VII prohibition against discrimination in employment based on gender.

The issue arises because the Title VII statute does not specially mention gender in the prohibition against employment discrimination.

The cases are in the U.S. Supreme Court because of conflicting decisions in the lower federal courts of appeal.

The U.S. Supreme Court is charged with the interpretation of the U.S. Constitution and federal law.

There are currently two main thoughts on the interpretation of the U.S. Constitution and federal statutes such as Title VII.

The first is similar to the Warren Court or progressive philosophy that the Constitution is a "living" document and that the court must interpret it according to present social mores.

The second is the conservative or Scalia thought, that the Constitution and statutes mean what they say (plain language) and if changes are needed, then



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Jennifer A. Healy~ Legal Assistant

there is a process for legislative change and changes should not be by judicial fiat.

The proposed amicus Currie brief will use the progressive model and argue that gender is included in the Title VII statute, even if the word "gender" does not appear, because of a broad definition of the word "sex" and other reasons.

I believe that the amicus brief proponents want the support of the City of Ypsilanti to show broad local support. No financial support has been requested.

The City of Ypsilanti presently has an ordinance, code section 58-65, prohibiting gender discrimination in employment.

There is another basic issue involved as to the function of local government.

One theory holds that local government should be concerned with local issues, streets, housing and the like.

The other theory holds that all politics is local and that local government has an obligation to weigh in on state and national issues.

The City of Ypsilanti has generally taken a progressive position and supported state and national causes consistent with the progressive view.

My opinion is that it is a political question, not a legal question as to whether to add the city name to the case in the amicus brief. If there is thought to do so, the matter should go to city council for a possible resolution.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Frances McMullan
DATE: June 18, 2019
SUBJECT: POAM 2019-2022 Collective Bargaining Agreement

DESCRIPTION:
POAM 2019-2022 Collective Bargaining Agreement

SUMMARY:

POAM, representing the city's patrol officers, and the city have reached a tentative agreement on a new collective bargaining agreement for the term of January 1, 2019, through June 30, 2022.

PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

Please refer to the tentative agreement for specific details.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2019-144
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the POAM, collective bargaining agreement with the city expired on December 31, 2018; and

WHEREAS, the city and the union have been engaged in contract negotiations for more than 5 months on a successor contract; and

WHEREAS, the city and the union have reached a tentative agreement on a new collective bargaining agreement for the term commencing on January 1, 2019, and terminating on December 31, 2022; and

WHEREAS, the city desires to approve the new contract as presented.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby approve the new collective bargaining agreement between the City of Ypsilanti and the POAM, for the term commencing on January 1, 2019, and terminating on December 31, 2022, as presented and authorize the Mayor, City Manager, and City Clerk to execute the agreement on behalf of the city after approval by the City Attorney as to form.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of June 2019

#Resolution No. 2019-144

TENTATIVE AGREEMENT (REVISED)

City of Ypsilanti (“City”) and POAM (“the Union”), subject to ratification by the Union membership and City of Ypsilanti’s City Council, agree as follows:

1. Unless changed by this Tentative Agreement, the terms of the City-Union July 1, 2017 – December 31, 2018 collective bargaining agreement shall remain unchanged. In the event of a conflict between this Tentative Agreement and the 2017 – 2018 collective bargaining agreement, the Tentative Agreement shall control.
2. **Duration:** January 1, 2019 to December 31, 2022.

ARTICLE 1 - AGREEMENT

1.1: This Agreement entered into ~~July 1, 2017~~ January 1, 2019, between the City of Ypsilanti, Michigan (hereinafter referred to as the “Employer” or the “City”;) and the Police Officers Association of Michigan (hereinafter referred to as the “Union”), existing under the laws of the State of Michigan (~~hereinafter referred to as the “Union”~~). This Agreement shall remain in force and in effect from ~~July 1, 2017 through December 31, 2018~~ January 1, 2019 through December 31, 2022.

3. **Wages:** January 1, 2019: 3.0% (retroactive)

January 1, 2020: 2.5%

January 1, 2021: 2.5%

January 1, 2022: 2.5%

See page 16.

4. **New Hires after 7/1/2012:**

Upon completion of their fifth year anniversary with the Employer, all members hired after July 1, 2012 shall receive parity with all members hired on or before July 1, 2009 as it relates to Sick, Personal and Vacation days.

5. **Health Care Savings Plan:** Effective July 1, 2019, increase City contribution to \$200/month. See item 9.
6. **Special assignments:** Amend Article 26 – Job Posting Unilateral Transfers, Section 26.2 as follows:

26.2: Special Assignments

The Employer may have special assignment details such as plain clothes assignments.

Such assignments shall continue on a year to year basis at the discretion of the Chief of Police. One position in the Detective Bureau shall not exceed forty-eight (48) months. One LAWNET position shall not exceed forty-eight (48) months.

Rotation of assignments will be contingent upon the qualification of personnel to fill the vacancy. Officers with three years of seniority or more are eligible to apply for special assignments. However, effective June 1, 2019 through December 31, 2021, officers that have completed their probation are eligible to apply for special assignments. This provision shall sunset on December 31, 2021 and the three-year minimum for eligibility shall apply.

~~Such employees may receive a higher rate of pay for the job being performed without being reclassified or promoted to a higher classification. To ensure the efficient operation of the department, the City retains the right, at its discretion, to assign probationary, transitional and special assignment employees to shifts and/or schedules.~~

At the conclusion of said assignments, in order to provide for a smooth transition back to a Field Services Platoons 1 or 2, or other work assignment, it is agreed that officers will be reassigned at the closest regularly scheduled Field Services Platoons 1 & 2 shift bid.

7. **Promotions:** See attached Letter of Understanding, pages 17-18.
8. **Vacation picks:** Existing contract language in Article XXXII, Vacation Leave Time, shall be maintained (separate vacation lists for Command and Patrol).

Add as new Section 29.10:

No member of the bargaining unit shall be ordered in to work on an overtime basis for the purpose of replacing a manpower vacancy cause by the COAM bargaining unit (i.e. training, Sick, Vacation, Personal days, etc.)

9. **Retiree health insurance:** Amend Section 22.4 as follows:

22.4 Health Insurance Coverage at Retirement

A: For employees that were hired prior to July 1, 2008, and wish to retire or defer their retirement with ten years of service, but less than 15, shall be eligible for 50% payment of medical, dental and optical coverage for the retiree only (paid by the Retiree Health Care Fund). Employees with 15 years of service, but less than 20, shall be eligible for 100% payment of medical, dental and optical coverage for the retiree only (paid by the Retiree Health Care Fund). Employees with 20 years of service or more shall be eligible for 100% payment of medical, dental and optical coverage for the retiree (paid by the Retiree Health Care Fund) and the City will contribute \$150 per month toward the retiree's spouse/dependent insurance. The Retiree Health Care Fund will contribute an additional \$50 toward spouse/dependent benefits. The reduction in benefits for less than 20 years of service shall not apply to City/Union approved early retirements. Employees shall be eligible for these benefits once they begin to receive their pension.

All pre-Medicare eligible retirees, who retire after January 1, 2019, for the duration this collective bargaining agreement, will be provided with medical, dental, vision and prescription drug insurance described in Section 22.1. However, the level of future medical, dental, vision or prescription drug coverage for pre-Medicare retirees, who retire after January 1, 2019, shall be modified to be identical to that provided to active employees under subsequent collective bargaining agreements. Such a modification shall not completely eliminate medical, dental, vision and prescription drug insurance for pre-Medicare eligible retirees; medical, dental, vision and prescription drug insurance shall be continued for eligible retirees until they become eligible for Medicare. There shall be no further modification to pre-Medicare retiree health insurance or prescription drug coverage after the last "Tier 1" employee who was in the patrol officers' bargaining unit as of June 1, 2019 has ceased employment with the City. For purposes of Article 22.4, Sections A and B, a "Tier 1" employee is defined as a bargaining unit member who was hired by the City prior to July 1, 2012.

~~Upon mutual agreement of the Union and the City, either the nature or carrier of health and medical insurance may be changed provided that the new insurance coverage is equal to or greater than the current insurance.~~

- B: Upon eligibility, retirees are required to enroll in Medicare Parts A & B. Medicare benefits will be coordinated with the retiree's medical coverage. All Medicare eligible retirees will be provided with a Medicare Advantage Plan, Medicare Plus Blue PPO Option 1, as secondary coverage to Medicare. However, the Medicare Advantage Plan for Medicare-eligible retirees, who retire after January 1, 2019, shall be modified to be identical to that provided to employees under subsequent collective bargaining agreements; such a modification shall not completely eliminate the Medicare Advantage Plan or prescription drug coverage for Medicare eligible retirees. There shall be no further modification to the Medicare Advantage Plan or prescription drug coverage after the last "Tier 1" employee **who was in the patrol officers' bargaining unit as of June 1, 2019** has ceased employment with the City. Effective July 1, 2012, only the spouse and dependent at the time of the employee's retirement shall be eligible for the above City contribution.
- C: If a retiree eligible for retiree health insurance in Section A or B dies before his/her spouse, the spouse shall continue to receive the coverage described above. If a retiree in Section A or B becomes eligible for Medicare prior to his/her spouse, the retiree shall be enrolled in the Medicare Advantage Plan and the spouse shall continue to receive the coverage described above, until he/she becomes eligible for Medicare, at which point the spouse will be enrolled in the Medicare Advantage Plan, subject to the City's contribution as described above.
- D: Employees hired on or after July 1, 2012 will not be eligible to receive retiree health care, dental or vision insurance coverage. However, the City will provide a Health Care Savings Account for ~~new hires~~ employees hired on or after July 1, 2012 and will contribute ~~\$150~~ \$200 per month to their fund. The following is the Vesting Period for employees in the Health Care Savings Account:

3 years – 25% of the HCSA can be received by the employee upon separation
5 years – 50% of the HCSA can be received by the employee upon separation
7 years – 75% of the HCSA can be received by the employee upon separation
10 years – 100% of the HCSA can be received by the employee upon separation

No contributions will be required of the employees. ~~Please see Attachment A-1, A-2 and A-3.~~

10. **DROP Program:** Employees hired by the City on or after October 1, 2007 shall not be eligible to enter the DROP program.
11. **Article 31.2 Charges Against Credits:** Revise Section 31.2 as follows:

31.2: Charges Against Credits

Charges against sick leave credits shall apply as follows:

1. Sick leave. An employee shall be entitled to charge sick leave credits for illness at a rate of one sick leave credit for each duty day missed, ~~subject to verification by medical certification.~~ Medical verification shall be required where the employee has been absent for at least three (3) consecutive work days due to a claimed illness or injury. The Chief or his/her designee may require verification by medical certification where the employee has: ~~there is a reasonable possibility of abuse of sick leave, as~~
 - a. demonstrated by a pattern of absences;
 - b. ~~refused~~ repeatedly ~~claimed~~ called in sick leave for ~~refusing~~ scheduled overtime or mandatory overtime;
 - c. ~~claiming~~ repeatedly claimed sick leave immediately before or after leave days or vacation/personal leave; or
 - d. demonstrated other evidence of potential abuse.

Abuse of sick leave shall result in discipline, up to and including termination.

Further, the Employer may require at its expense an additional medical certification from a physician chosen by the City. This

provision may be invoked in illnesses that have required surgery or hospital retention that may result in limitation of the employee's job responsibilities, or where the employee has been absent for three (3) consecutive work days.

The employee shall inform his/her command officer of such illness in advance (whenever possible, at least twelve (12) hours) of the commencement of their shift.

[2 and 3 of 31.2 remain unchanged]

12. **Amend Article 2, Section 2.2 as follows:**

2.2: Affirmative Action

The City and Union agree that the Affirmative Action goals are important. There shall be no discrimination under any circumstances because of race, creed, color, sex, sexual orientation, political and/or religious beliefs, union activity, handicap, marital status, ~~or~~ and national origin or any other classification protected by federal, state or City of Ypsilanti law.

13. **Amend Article 3, Sections 3.2 and 3.3 as follows:**

ARTICLE ~~III~~ 3 - RECOGNITION

* * *

3.2: Adding Covered Members

~~In the event the Union desires to represent additional employees of the City, in appropriate units, it shall demonstrate its majority status in such additional appropriate units through a representation petition and election under the auspices of the Michigan Employment Relations Commission in accordance with Act 379 of Public Acts of 1965 as amended.~~

3.32: Police/Public Safety Department Positions not covered

The POAM "Union" agrees that positions of Director of Public Safety, Director of Public Safety/Police Chief, Police Chief and Deputy Police Chief, Fire Chief and Assistant Fire Chief, will not be a part of the Union ~~and will be covered under individual non-union contracts with the City.~~ Additionally, the Union agrees to allow the above referenced positions to not be included in the City of Ypsilanti's 345 pension plan at the sole discretion of the City of Ypsilanti and the individuals holding these positions.

14. Replace Articles 4 and 5 as follows:

ARTICLE IV — AGENCY SHOP

4.1: Conditions of Agency Shop

~~Any employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union an amount equal to the Union's regular initiation fees and a monthly service charge in amount equal to the monthly dues toward the Union of the Agreement. Employees who fail to comply with this requirement within thirty (30) calendar days following the effective date of this Agreement or the beginning of their employment, whichever occurs first, shall be discharged by the Employer. The termination penalty for delinquency in paying dues is: Employees shall be deemed to be members of the Union or agency within the meaning of this Section if they are not more than sixty (60) days in arrears in payments of membership dues or service charge. No employee shall be terminated under this section unless the Union first has notified the employee, by registered letter, explaining that he or she is delinquent in not tendering either periodic and uniformly required union dues, and specifying the sixty (60) day delinquency, and warning him or her that unless such dues or service charge is tendered within thirty (30) calendar days, he or she will be reported to the City for termination as provided in this Article, and the Union has furnished termination as provided in this Article, and the Union has furnished the City with proof that the procedure provided above for notification to the employee has been followed or has supplied the City with a copy of the letter sent to the employee and notice that he or she has not complied with the request. The Union must specify further, when requesting the City to terminate the employee, the following by written notice: "The Union certified that (name) has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of employment under the Collective Bargaining Agreement, and that under the terms of the Agreement, the City shall terminate the employee." The dues aforementioned are due and payable as of the date of the signing of this Agreement. In the event that the agency shop agreement becomes the subject matter of litigation, it shall be the responsibility of the Police Officers Association of Michigan to furnish legal counsel and indemnify the City of Ypsilanti for any necessary and reasonable legal expenses which they must incur as a result of the aforementioned litigation.~~

4.2: Hold Harmless Clause

~~The Association shall also indemnify and save the City harmless against any and all claims, demands, suits and any other form of liability arising out of this Article.~~

ARTICLE V – UNION DUES AND INITIATION FEE

5.1: Collection of Dues

~~During the period of time covered by this Agreement, the Employer agrees to deduct monies in accordance with the terms of the Authorization of Check Off Dues form from the pay of each employee who executes the said form furnished by the P.O.A.M., as shown in the attached Exhibit A and so made by reference a part of this contract agreement.~~

5.2: Certification of Dues/Fees

~~The amount of initiation fee and dues will be certified to the Employer by the Treasurer of the Union, in writing.~~

5.3: Deduction of Dues

~~Deductions each calendar month shall be remitted to the Treasurer of the P.O.A.M. with a list for whom dues have been deducted by the 15th of the next month.~~

5.4: Indemnification

~~The Union shall indemnify and hold harmless the City against any and all liability which may arise by reason of the deduction by the City of money as Union initiation fee, membership dues or service/administration charge from employees' wages.~~

**ARTICLE 4 – AUTHORIZATION FOR DUES/FEES
DEDUCTION**

4.1: A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

4.2: The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

4.3: Deduction of dues/fees shall be remitted to the Union at 27056 Joy Road, Redford, MI, 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

4.4: If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

4.5: The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

15. **Amend Article 6 – Representation as follows:**

6.1: Negotiations

The Union shall be represented in all negotiations by a committee of the Union. The committee shall be composed of a duly authorized bargaining team selected by the Union for negotiations whose total shall not exceed five people. These five people shall not include expert witnesses. ~~In the event of a total change in the makeup of the committee the~~ The City shall be notified in writing by the Union of ~~any changes in the composition of the committee.~~ The City shall also notify the Union in writing of a total change in their negotiating personnel.

16. **Amend Article 8 - Grievance Procedure as follows:**

ARTICLE ~~VIII~~ 8 - GRIEVANCE PROCEDURE

* * *

8.2: Grievance Procedure

An employee who believes they have a grievance ~~must submit their complaint orally to~~ shall verbally discuss the issue with their immediate supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which said complaint is based or within five (5) regularly scheduled working days after the employee should have had knowledge of the event upon which their complaint is based. The employee's immediate supervisor shall give the employee ~~an oral answer to their complaint~~ a verbal response within two (2) regularly scheduled working days after the complaint has been submitted to them. In the event the matter is not resolved to

the employee's satisfaction and ~~they desire~~ the employee desires to carry the matter further, the employee must file a grievance in accordance with 8.2 of this Article. City observed holidays and official closings are exempt from filing/response timelines.

Step I.

An employee's grievance shall be submitted in writing to the Chief of Police. All grievances shall state the facts upon which they are based, when they occurred, shall be signed by the employee who is filing the grievance, and shall be submitted to the Chief of Police within ten (10) working days after the occurrence of the event upon which said grievance is based or within ten (10) working days of when the employee should have become aware of the facts upon which it is based. If such written request is made, the Chief of Police, or someone designated by the chief, shall meet with the grievants and Union representative within seven (7) working days after receipt of the request to consider the grievance. The Chief of Police shall give a written answer to the aggrieved employee within seven (7) working days after the meeting. If the answer is mutually satisfactory, the grievants shall so indicate on the grievance form and sign it with two (2) copies of the grievance ~~thus settled~~ form retained by the Union and one (1) by the employer.

Step II.

If the grievance is not resolved at Step I, the aggrieved employee, or ~~their~~ the employee's representative, or both, may within five (5) working days, present the grievance to the City Manager, in writing only.

Within five (5) working days after receipt of the written grievance, the City Manager, or ~~their~~ the City Manager's designee, shall present an answer in writing to the aggrieved employee, the YPOA and the POAM.

Step III.

If the grievance is not resolved at Step II the POAM shall within fifteen (15) working days thereafter, present, in writing to the City Manager, a request for binding arbitration. In cases of discharge or suspensions request for binding arbitration shall be requested within five (5) working days.

~~Said arbitrator shall thereafter conduct proceedings in accordance with the rules of the American Arbitration Association.~~

After delivery of a request for binding arbitration, the parties will attempt to mutually agree on an arbitrator. If the POAM and the City cannot agree on an arbitrator, the POAM may request appointment of an arbitrator from the Federal Mediation and Conciliation Service, within seven (7) calendar days after the expiration of the five (5) working day period provided for mutual agreement. If an arbitrator is selected through FMCS, the arbitrator shall conduct proceedings in accordance with the rules of FMCS. No out of state arbitrators shall be selected. (It is agreed that if ~~the other~~ either party has objection to the use of FMCS, the parties will agree to use the American Arbitration Association exclusively-), and said arbitrator shall thereafter conduct proceedings in accordance with the rules of the American Arbitration Association.

The decision of the arbitrator shall be binding upon both parties, and shall be enforceable in any competent court of record. The arbitrator will not have the jurisdiction to subtract from or modify any of the terms of this Agreement or written amendments hereof, or to specify the terms of a new Agreement, or to substitute his or her discretion for that of the parties.

* * *

8.4: Time Limits

Any and all time limits above may be waived by mutual agreement if reduced to writing and signed by the party or representative thereof, against who waiver of time limits is asserted.

Failure of the Union to comply with the time limits herein shall mean that the grievance is resolved in accordance with the position of the party last complying with the time limits Employer at the last Step. If the Employer fails to comply with the time limits the matter shall immediately move to the next step of the grievance process.

17. Amend Article 9 - Discipline and Discharge as follows:

9.2: Just Cause

No employee shall be discharged, suspended or otherwise disciplined except for just cause. The claim of any employee that has been unjustly discharged or otherwise disciplined, shall be processed as a grievance. First year probationary employees who are discharged or disciplined may process a grievance only through ~~Step IV~~ Step II of the grievance procedure. It is agreed that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee regardless of his or her seniority for just cause.

* * *

9.5: Allegations of Misconduct

* * *

- D. Notwithstanding anything in this provision, the City reserves the right to issue verbal or written reprimands without recourse to the process described in this Article. Verbal and written reprimands are subject to the Grievance Procedure.

9.6: Completion of Investigation

- A. The Department shall conduct a disciplinary conference. The disciplinary conference may be waived by mutual agreement. In matters involving discipline amounting to less than suspension, no disciplinary conference is required.
- B. An affected employee must waive his or her right to representation by the Union, otherwise, the employee shall be deemed to have requested representation at the disciplinary conference. In the event that an employee waives his or her right to representation it is agreed that the Union is still entitled to be present at the disciplinary conference as an observer only.
- C. Within seven (7) calendar days of the disciplinary conference (unless additional time is required) the Department shall administer appropriate discipline and forward a copy of said discipline in writing to the employee and his/her Union representative. For purposes of this section, a date stamped copy of the disciplinary notice delivered to the employee's and Union's departmental mailbox shall constitute compliance with this requirement.

~~Discipline shall be for just cause, and the Department shall not base the decision upon infractions which have occurred more than twenty-four (24) months prior to the incident currently under investigation, except for infractions which resulted in suspension without pay or are as part of progressive discipline, which can be considered for a twenty four (24) month period.~~ In issuing discipline, the Department shall not consider verbal or written warnings that occurred more than twenty-four (24) months prior to the incident currently under investigation, except for infractions which resulted in suspension without pay or are as part of progressive discipline.

Furthermore, there shall be no limit on the right of the City to consider previously executed last chance agreements. Suspensions that occurred more than thirty-six (36) months prior to the incident currently under investigation shall not be considered in issuing discipline, except for incidents involving substance abuse, workplace violence or sexual/racial/ethnic harassment, all of which can be considered for the duration of the employee's employment.

An employee relieved of duty shall have an opportunity to meet with the Union representative prior to being required to leave the employer's premises.

* * *

9.8: Adjustment of Discipline

In the event it should be decided under the Grievance Procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee under the terms of settlement or the arbitration award, and pay full compensation, or partial or no compensation as may be decided under the Grievance Procedure. ~~This compensation~~ Compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of the discharge or suspension, less such unemployment compensation or pay as he/she may have earned at other employment during such period.

18. **Amend Article 10, Sections 10.1 and 10.2 as follows:**

ARTICLE ~~X~~ 10 - PERSONNEL FILE

10.1: Review of File

Employees shall have the right to review their personnel file pursuant to the Bullard-Plawecki Employee Right to Know Act. Employees shall be notified, as well as the union steward, when discipline is placed in the employee's personnel file. All items, copies of which are not given to an employee, which are placed in an employee's personnel file shall be shown to the affected employee and initialed by the employee so that he/she is aware of such material being placed in the file. The initialing of the material does not presume that the employee necessarily agrees with the information being filed. In imposing any discipline, on a current charge, the Employer shall not take into account any prior infraction, commendation, or citation which occurred more than (24) twenty four months previously, except discipline which resulted in a suspension without pay can be considered for up to a twenty four (24) month period.

10.2: Disciplinary Action

An employee may submit a request to the Chief of Police that any **verbal or written** discipline over 24 months **or any suspension over 36 months (except for incidents involving substance abuse, workplace violence or sexual/racial/ethnic harassment)** be removed from his or her Personnel File. Once the Chief of Police submits written notification or email to the Human Resources Department, the discipline will be removed from the employee's Personnel File.

19. Amend Article 11 - Seniority as follows:

ARTICLE ~~XI~~ 11 - SENIORITY

11.1: Seniority Lists

Seniority lists shall be furnished to the Union by the City at least once a year. ~~There shall be two classification seniority lists. First classification seniority list shall be of sworn Police Officers and the second of Public Safety Officers (PSOs). A third list showing Department Seniority shall be kept with both Police Officers and PSOs ranked by the length of full time service in a sworn position in the Police Department. Ties on the PSO Classification list shall be broken by reference to Department Seniority. New hires are placed on the seniority lists first by pay step and then in alphabetical order. The lists are not interchangeable. New hires are placed on the seniority list first by pay step and then in alphabetical order.~~

11.2: Definitions

- ~~A. Unit Seniority - Length of full time employment in bargaining unit.~~
- ~~B. Department Seniority - Length of full time service in a sworn position in the police department. [Eliminate references to any other type of seniority throughout CBA.]~~
- ~~C. Classification Seniority - Length of full time service in a classification (police officer or PSO).~~
- ~~D. Employer Seniority - Length of full time service with the employer.~~

11.3: Termination of Seniority

An employee's seniority shall terminate for the following reasons:

- A. If he or she quits, retires or is discharged.
- B. If following a layoff he or she fails or refuses to notify the Employer of his or her intention to return to work ~~immediately upon~~ within three (3) consecutive calendar days of receipt of a written notice sent by certified mail of such recall to his or her address on record with the Employer or, having notified the Employer of his or her intention to return to work immediately upon receipt of a written notice sent by certified mail of such recall to his or her address on record with the Employer or, having notified the Employer of his or her intention to return, fails to do so within fourteen (14) calendar days after such notice is sent.
- ~~1.C.~~ He or she is absent for three (3) consecutive working days without notifying the Chief or his or her designee.
- ~~2.D.~~ ~~When he~~ He or she has been laid off from the department for a period of ~~twenty-four (24)~~ thirty-six (36) consecutive months or the length of ~~an~~ the employee's ~~department~~ seniority, whichever is ~~greater~~ less.

20. **Amend Article 14 - Education Reimbursement as follows:**

14.1: Reimbursement

The City agrees to an education reimbursement program, as provided herein this article. The cost for course tuition and books for an Associates or Bachelor's degree, only may be reimbursed to an employee provided the employee has submitted a request for such reimbursement prior to enrollment in the course and the City being of financial ability, approves this request. The City shall not approve such request unless the course is job related, or deemed beneficial to the City Police services. Further, the City shall not duplicate other financial support for these courses such as, but not limited to, veteran education benefits, Law Enforcement Education Program, or General Assistance from the Department of Justice for law degree funds, although the City may reimburse for that portion not paid from another source for the same course. Reimbursement shall only be made after the completion of the course provided the employee received a passing grade of C or better, or certificate if applicable.

14.2: Repayment

The employee agrees to remain with the City employment for at least one year after completion of the course and reimbursement by the City. In the event the employee leaves before expiration of ~~one (1) year~~, three (3) years from completion of the class for which reimbursement was obtained, reimbursement shall be refunded to the City. The City shall have the right to deduct any money owed to the City pursuant to this provision from the employee's final payout.

21. **Amend Article 15 - Physical Examination as follows:**

15.1: City Provided

The City shall, at its expense, make available to each employee at the Chief's (for cause) or employee's demand, a physical examination, chest x-ray and electrocardiogram once every three (3) years. ~~No more than three employees will be allowed an examination during any one fiscal year.~~ It is agreed that all employees will keep themselves in sufficiently good physical condition to perform all aspect of their job requirements.

15.2: Private Physician

~~If the employee chooses to use his/her private physician, the City agrees to pay the cost of it, not to exceed the amount of the City provided facility for a physical examination, chest x-ray and electrocardiogram. The employee shall obtain an authorization form from the Human Resources, prior to obtaining the physical examination, and shall indicate whether the City facility or private physician will be utilized.~~

22. **Amend Article 17 - Uniforms and Equipment as follows:**

17.2: Reimbursement

Should the employee leave the employment of the City prior to completion of three years, ~~they~~ he/she shall reimburse the City for the cost of the initial uniform clothing issued. It is understood that the badge and duty weapon(s) shall remain the property of the City, and are to be returned upon separation from employment. The City shall have the right to deduct any money owed pursuant to this provision from the employee's final payout.

* * *

17.4: Maintenance Allowance

Each officer shall receive from the City an annual maintenance allowance in the total amount of \$1,120, which will be payable

semiannually on the employees' first paycheck after July 1, and January 1, in advance of the officers' expenditure.

After ~~this~~ **the** 2017-2018 contract expires the maintenance allowance will be tied to any increase or decrease to the % increase or decrease to the base wage of the POAM officer's pay.

Officers leaving the employment of the City prior to the completion of the six-month payment shall owe the City for the remaining month's allotment. The City shall have the right to deduct any money owed pursuant to this provision from the employee's final payout.

23. **Amend Article 21 - Probation as follows:**

21.1: Duration of Probation

New employees shall be probationary employees for the first one (1) year of their original employment, ~~provided that~~ In the event that the City implements a Public Safety Department, all employees hired after July 1, 2012 January 1, 2019, shall serve a probationary period extended from their date of hire to the one-year anniversary of the date they acquired Fire Fighter I & II and First Responder Certification. There shall be periodical performance evaluation made during this period of time. Prior to the expiration of this probationary period a final evaluation shall be completed, inclusive of a statement as to whether the probationary employee is or is not recommended for retention in the City service, as a permanent employee. Probationary periods may be extended by the Chief of the Department for up to six (6) months. Such extensions shall be reduced to a written statement with the length of time for the extension stated. During the probationary period an employee shall be considered an "at-will" employee and shall not have recourse to the grievance procedure. It is understood that this probationary procedure does not apply to a disciplinary probation.

24. **Amend Article 22 – Hospitalization Medical Coverage as follows:**

**ARTICLE ~~XXH~~ 22 - HOSPITALIZATION MEDICAL
COVERAGE**

22.1: Health Care Coverage

Health Insurance:

~~Health insurance and prescription drug coverage prior to January 1, 2018 shall be as described in the 2012-2017 collective bargaining~~

~~agreement. Effective January 1, 2018, or as soon thereafter as practicable, employees~~ Employees may enroll in either a Blue Care Network HMO plan ("BCN") (Exhibit C) or Simply Blue PPO ("Simply Blue") (Exhibit D). ~~The EHM medical coverage wrap plan (EHIM) shall be eliminated effective December 31, 2017.~~

Employee contributions toward health plan premium, prescription premium, and administrative costs shall be governed by PA 152 of 2011.

Since the City has elected the hard cap option for ~~2018~~ 2019, employee contributions shall be computed as follows: The City shall pre-fund the full amount of the employee's Health Savings Account (\$2,000 for single, \$4,000 for two person or family for the BCN HMO; \$3,000 for single, \$6,000 for two person or family for Simply Blue), ~~as soon as practicable after the execution of the 2017-2018 collective bargaining agreement.~~ The City shall pay the premium and all administrative costs up to the applicable hard cap limit (after accounting for its contribution to the employee's Health Savings Accounts) for either the BCN or Simply Blue plan. Employees shall pay all remaining costs above the hard cap limit, through payroll deduction. For calendar year ~~2018~~ 2019, employee ~~monthly~~ contributions each pay period shall be:

	BCN	Simply Blue
Single	\$16.56 <u>11.06</u>	\$255.94 <u>185.05</u>
2 Person	\$141.83 <u>75.18</u>	\$683.02 <u>477.34</u>
Family	\$32.10 <u>26.42</u>	\$666.93 <u>509.90</u>

Employees who are hired after January ~~1, 2018~~ 1st of any calendar year, shall receive a pro-rated amount of the City contribution to their Health Savings Account, based on the full months they will work in ~~2018~~ their initial year of employment, divided by twelve.

Employees who retire or otherwise separate from employment shall reimburse the City for its contribution to their Health Savings Accounts, based on the full months they actually worked in ~~2018~~ their final year of employment (included paid time off), divided by twelve. Repayment shall either be made by direct payment from the employee to the City, payroll deduction, or an offset from any final payments of accrued, unused vacation or sick time that the employee would otherwise receive, or some combination of these items.

Payroll deduction shall not reduce the employee's hourly rate below the applicable federal and Michigan minimum wage.

~~The City and Union will use their best efforts to implement the transition in health insurance plans in January 2018 as smoothly as possible.~~ In the event the City has either deducted too much or too little from employees' paychecks in ~~January 2018~~ any year of the Agreement, the City and Union shall meet in a special conference to determine an appropriate timeframe to correct any over-payments or under-payments.

Prescription Drug: Prescription drug co-pay for all employees shall be \$10/\$60/\$80.

In addition, the City will continue to offer a Flexible Spending Account (FSA) for full-time employees with the employees being the sole contributor to their FSA. FSA's can be used for items allowed by the IRS Rules & Guidelines.

Dental coverage will be provided to all bargaining unit employees as described in Attachment ~~C~~ A.

Any employee hired on or after July 1, 2009 will no longer have **vision coverage** benefits. For those employees hired prior to July 1, 2009, vision insurance will be as described in Attachment ~~D~~ B. Any employee hired after July 1, 2009, ~~and who~~ wishes to have vision coverage, may purchase this at the employee's own expense at the group rate.

~~Employees hired on or after July 1, 2012 shall not receive any City funded retiree health care benefits. In lieu of such benefits, such employees shall participate in the City's retiree health care savings program (currently with MERS of Michigan) into which the City shall deposit \$150 per month as set forth in the plan document.~~

~~Upon eligibility, retirees are required to enroll in Medicare Parts A & B. Medicare benefits will be coordinated with the retiree's medical coverage.~~ **[NOTE: THESE TWO PARAGRAPHS ARE ALREADY IN SECTION 22.4]**

Upon mutual agreement of the Union and the City, either the nature or the carrier of health and medical insurance, may be changed provided that the new insurance coverage is equal to or greater than the current insurance. ~~Please see Attachment A 1, A 2 and A 3.~~

25. **Amend Article 27 - Promotions as follows:**

ARTICLE ~~XXVII~~ 27 - PROMOTIONS

* * *

27.3: Posting of Opening

The City shall post the availability of a promotional position. Employees desiring to be considered for the position shall sign up within fourteen (14) days of the posting. Employees shall have the minimum qualifications as stated in the posting. Employees eligible to sign the posting shall ~~not be on~~ have completed probation, have at least two years of Field Services Platoons 1 & 2 service in the department and at least four years of police service in the Ypsilanti Police Department.

* * *

27.5: ~~Assessment Center~~ Oral Interview

Interview Examination: An oral examination of the candidates will be conducted by an outside panel. Questions will be designed to test the candidate's knowledge and skills in the areas of leadership, supervision, communications, problem solving and decision making.

* * *

27.8: Probation

The employee appointed to a promotional classification shall serve a twelve (12) month probationary period in the position. During this period the employee may request to revert to their former classification, or if deemed to be performing unsatisfactorily may be reverted to their former position at their prevailing rate of pay for the former classification. An employee reversion to the former classification during the probationary period only, shall not imply in his/her personnel records a discredit or demotion. The employee shall not be placed back on the current eligibility list, but ~~could if they wish to participate in the examination procedure to apply for another eligibility list, the proceeding time the procedure is commenced.~~ may apply for future promotions. Upon an employee successfully completing ~~an initial probationary or a promotional~~ the probationary period the employee shall not be removed from the position except for just cause. This section shall not be construed to limit the Employer from eliminating a position because of lack of funds or shortage of work.

26. **Amend Article 29 - Hours of Work and Overtime as follows:**

29.1: Biweekly Pay Period

The normal biweekly pay period shall consist of an average of eighty-four (84) hours. ~~The employee's hourly rate in effect on December 31, 2017 shall be used to calculate payment for the eighty-four (84) hour pay period (unless they are eligible to move to the next highest step on the wage scale).~~

* * *

29.9: Overtime Adjustment Bonus

Effective April 2, 2018, the \$1,500 overtime adjustment bonus paid annually on April 1 to all POAM officers shall be eliminated. The final overtime adjustment bonus of \$1,500 shall be paid on April 1, 2018.

Employees hired on or after July 1, 2012, will begin receiving their overtime adjustment bonus each April 1st, once they reach the PO1-3 or PSO1-3 pay grade. If they do not reach the PO1-3 or PSO1-3 pay grade until after that date, they will receive a pro-rated amount for the current year. This paragraph shall sunset on April 2, 2018.

27. **Amend Article 30 - Training, subsection 30.5 Mandatory Training as follows:**

30.5: Mandatory Training will be paid at time and a half unless scheduled during regular duty hours. Mandatory training is training offered by or ordered by the Department.

28. **Amend Article 31 - Sick Leave, Personal Leave and Other Leaves as follows:**

31.4: Family and Medical Leave Provision

An employee may be given a leave of absence, at the employee's request, not to exceed twelve (12) weeks, provided the employee provides the Employer with medical certification from a qualified physician of the necessity of such absence, for all reasons allowed by law pursuant to the Family and Medical Leave Act (FMLA) ~~the following:~~

- ~~1. to care for a newborn, a newly adopted, or foster child;~~
- ~~2. to care for a seriously ill child, spouse or parent; or~~
- ~~3. because of the employee's own serious health condition.~~

The certification must also state the need for the employee to care for the family member. In cases where the leave is foreseeable because it is due to the birth, adoption or placement of a child or planned medical treatment, the Act requires the employee to provide 30 days' notice, as is practicable, prior to the start of the leave. The Employer may request additional medical certification at any time during said twelve (12) week period to substantiate the necessity for continued leave, but at no time shall said leave exceed twelve (12) weeks unless said extension is approved by the Employer.

The Employer may require, at its expense, a second opinion by a physician chosen by the City. Upon return from leave, the employee must be restored to his/her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions as required by FMLA.

The employee prior to or immediately upon commencement of the leave will designate which leave accrual banks they will utilize during the leave, which must be used in one continuous increment. If an employee does not have accumulated leave time or elects to take the leave without pay they will be placed on "without pay" status. Once on "without pay" status no additional leave accruals will be earned. The employee will maintain his/her seniority.

The Employer agrees to continue payment of health, dental, optical and life insurance for ~~a total of twelve (12) weeks~~ the duration of the FMLA leave, beginning with the date the leave commences. During this leave, the employee will not earn or accrue any other benefits provided for in this contract.

CITY OF YPSILANTI, MICHIGAN A
MUNICIPAL CORPORATION

POLICE OFFICERS ASSOCIATION OF
MICHIGAN

By: _____
Frances McMullan
City Manager

By: _____
Gregg Allgeier
Business Agent

Rebecca Craigmile
Human Resources Director

Michael Thomson
Union President

Attachment B – POAM PAY SCALE

NEW AND CURRENT Officers

Effective January 1, 2019 to December 31, 2022

1/1/2019	2184	PO1-1A	PO1-1	PO1-2	PO1-3	PO1-4	PO1-5	PO3-1
3.0%		\$44,225.11	\$45,598.10	\$48,410.00	\$51,221.90	\$54,303.66	\$59,117.88	\$68,182.91
		\$20.250	\$20.878	\$22.166	\$23.453	\$24.864	\$27.069	\$31.219

1/1/2020	2184	PO1-1A	PO1-1	PO1-2	PO1-3	PO1-4	PO1-5	PO3-1
2.5%		\$45,330.74	\$46,738.05	\$49,620.25	\$52,502.45	\$55,661.25	\$60,595.83	\$69,887.48
		\$20.756	\$21.400	\$22.720	\$24.040	\$25.486	\$27.745	\$32.000

1/1/2021	2184	PO1-1A	PO1-1	PO1-2	PO1-3	PO1-4	PO1-5	PO3-1
2.5%		\$46,464.01	\$47,906.50	\$50,860.76	\$53,815.01	\$57,052.78	\$62,110.72	\$71,634.67
		\$21.275	\$21.935	\$23.288	\$24.641	\$26.123	\$28.439	\$32.800

1/1/2022	2184	PO1-1A	PO1-1	PO1-2	PO1-3	PO1-4	PO1-5	PO3-1
2.5%		\$47,625.61	\$49,104.17	\$52,132.28	\$55,160.38	\$58,479.10	\$63,663.49	\$73,425.54
		\$21.807	\$22.484	\$23.870	\$25.257	\$26.776	\$29.150	\$33.620

All step raises will take place on January 1 of each year. Employees hired will make this adjustment in the first year of employment. The employee will receive the actual payment of step raise at their anniversary date, but will technically be at that step until July 1 and then will receive the step wise on January 1 every year afterwards. (Example: An employee is hired on April 1st. The employee will receive the actual payments moving from PO1-1A to PO1-1 on the following April 1st, however will not be classified as PO-1 until January 1st.

LETTER OF UNDERSTANDING

The City of Ypsilanti, (hereinafter, "Employer") and the Police Officers Association of Michigan, (hereinafter, "Union") have met concerning an issue which has arisen regarding Article 27 (PROMOTIONS) specifically sections 27.3, 27.4, 27.5 and 27.6 of the current CBA which expired on 12/31/18.

AND, ACCORDINGLY, the parties have entered into the following Letter of Understanding:

WHEREAS, the Employer and the Union have discussed the need to modify how eligible bargaining unit members shall compete and be considered for promotion.

NOW THEREFORE, both parties mutually agree:

All eligible bargaining unit members shall be subject to the below listed modified process for the purposes of promoting to the rank of Sergeant.

- 1) Eligible bargaining unit members shall possess the minimum qualifications as provided in section 27.3
- 2) Eligible bargaining unit members shall submit a letter of intent to the Chief of Police who will schedule and conduct an oral interview for each eligible member for the consideration for promotion to the rank of Sergeant.

- 3) Upon completion of the Chief oral interview process the Chief of Police shall rank the candidates in order and establish a one-time promotional list of those eligible for promotion to the rank of Sergeant and provide such one-time promotional list to the Union.
- 4) This Letter of Understanding and established one-time promotional list shall expire on 03/31/2021.
- 5) This agreement shall be considered non-precedent setting and the promotional process shall revert to existing contract language when the one-time promotional list is exhausted, or the expiration of this agreement expires, whichever is sooner.
- 6) This agreement represents the specific modifications of the promotional process. All other terms and conditions of the current collective bargaining agreement shall remain in full force and effect.

For the Union

By: [REDACTED]
Michael Thomson, Local President

By: [REDACTED]
Gregg Allgeier, Business Agent
Police Officers Association of Michigan

For the Employer

By: [REDACTED]
Anthony DeGiusti, Chief of Police

By: [REDACTED]
Frances McMullan, City Manager



Resolution No. 2019-143
June 18, 2019

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or three (3) members of Council.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
18 day of June 2019

#Resolution No. 2019-143