

1. City Council Meeting Agenda

Documents:

[REVISED REGULAR COUNCIL - 21 APR 2020 - AGENDA \(1\).PDF](#)

2. City Council Meeting Packet

Documents:

[REGULAR COUNCIL - 21 APR 2020 - PACKET - PDF.PDF](#)



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, April 21, 2020 @ 7:00 PM
Virtual Meeting
One South Huron, Ypsilanti, MI 48197**

Revised April 21, 2020

Page

I. CALL TO ORDER

II. ROLL CALL

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. CONSENT AGENDA

- A. Resolution No. 2020-080, approving the Consent Agenda.
- B. Resolution No. 2020-081, approving the minutes of April 7, 2020.
- C. Resolution No. 2020-082, approving appointments to boards and commissions.
- D. Resolution No. 2020-083, approving a charitable gaming license for Hope Clinic.
- E. Resolution No. 2020-084, approving the updated contract with Passport to provide parking meter payment solutions.

VI. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2020-065, approving an agreement with Ypsilanti Community Utilities Authority for the reimbursement of water main costs. **(Tabled April 7th)**
- B. Resolution No. 2020-067 approving a Request for Proposals for 206-210 N. Washington. **(postponed March 17th)**
- C. Resolution No. 2020-068, approving the proposed Intergovernmental Agreement between the city and the Ypsilanti DDA. **(Postponed March 17th)**
- D. Resolution No. 2020-085, authorizing the Director of Public Services to submit a proposal for the 2020 Recycling and Organics Infrastructure Grant Program.
- E. Resolution No. 2020-086, approving construction engineering for the W. Cross Road project.

- F. Resolution No. 2020-087, authorizing the City Manager to purchase and provide personal protection equipment (PPE) to aid the resident's of the City of Ypsilanti. **(added April 20, 2020)**
- G. Resolution No. 2020-088, approving the budget amendment and purchase of \$50,000 for personal protection equipment (PPE). **(added April 21st)**
- H. Discussion regarding city goals/budget in the time of COVID-19.

VII. COUNCIL PROPOSED BUSINESS

VIII. COMMUNICATIONS FROM THE MAYOR

IX. COMMUNICATIONS FROM THE CITY MANAGER

X. COMMUNICATIONS

A. **NOMINATION**

Smartzone LDFA

Phil Tepley - **Reappointment**

725 E. Grand

Ypsilanti, MI 48198

XI. ADJOURNMENT

- A. Resolution No. 2020-089, adjourning the City Council Meeting.
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



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- 3** A. Resolution No. 2020-080, approving the Consent Agenda.
[2020-080 - Pdf](#)
- 4 - 12** B. Resolution No. 2020-081, approving the the minutes of April 7, 2020.
[2020-081 - Pdf](#)
- 13** C. Resolution No. 2020-082, approving appointments to boards and commissions.
[2020-082 - Pdf](#)
- 14 - 18** D. Resolution No. 2020-083, approving a charitable gaming license for Hope Clinic.
[2020-083 - Pdf](#)
- 19 - 46** E. Resolution No. 2020-084, approving the updated contract with Passport to provide parking meter payment solutions.
[2020-084 - Pdf](#)

VI. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 47 - 58** A. Resolution No. 2020-065, approving an agreement with Ypsilanti Community Utilities Authority for the reimbursement of water main costs. **(Tabled April 7th)**
[2020-065 - Pdf](#)
- 59 - 68** B. Resolution No. 2020-067 approving a Request for Proposals for 206-210 N. Washington. **(postponed March 17th)**
[2020-067 - Pdf](#)
- 69 - 74** C. Resolution No. 2020-068, approving the proposed Intergovernmental Agreement between the city and the Ypsilanti DDA. **(Postponed March**

17th)

[2020-068 - Pdf](#)

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- D. Resolution No. 2020-085, authorizing the Director of Public Services to submit a proposal for the 2020 Recycling and Organics Infrastructure Grant Program.
[2020-085 - Pdf](#)

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- E. Resolution No. 2020-086, approving construction engineering for the W. Cross Road project.
[2020-086 - Pdf](#)

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- F. Resolution No. 2020-087, authorizing the City Manager to purchase and provide personal protection equipment (PPE) to aid the resident's of the City of Ypsilanti. **(added April 20, 2020)**
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- G. Resolution No. 2020-088, approving the budget amendment and purchase of \$50,000 for personal protection equipment (PPE). **(added April 21st)**
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- H. Discussion regarding city goals/budget in the time of COVID-19.
[Fiscal Year 2020 Council Goals](#)
[Discretionary spending](#)
[CIP City Council](#)

VII. COUNCIL PROPOSED BUSINESS

VIII. COMMUNICATIONS FROM THE MAYOR

IX. COMMUNICATIONS FROM THE CITY MANAGER

X. COMMUNICATIONS

A. NOMINATION

Smartzone LDFA

Phil Tepley - **Reappointment**

725 E. Grand

Ypsilanti, MI 48198

XI. ADJOURNMENT

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- A. Resolution No. 2020-089, adjourning the City Council Meeting.
[2020-089 - Pdf](#)
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



Resolution No. 2020-080
April 21, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2020-081, approving the minutes of April 7, 2020.**
2. **Resolution No. 2020-082, approving appointments to Boards and Commissions.**
3. **Resolution No. 2020-083, approving application for a charitable gaming license for Hope Clinic.**
4. **Resolution No. 2020-084, approving the updated contract with Passport to provide parking meter payment solutions.**

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
21 day of April 2020

#Resolution No. 2020-080



Resolution No. 2020-081
April 21, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:
RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of April 7, 2021 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
21 day of April 2020

#Resolution No. 2020-081



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, April 7, 2020
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, April 7, 2020, 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

I. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

II. ROLL CALL

III. AGENDA APPROVAL

Council Member Brown, seconded by Council Member Somerville, moved to add comment from the City Manager and Mayor.

The agenda was approved as amended.

IV. PUBLIC COMMENT (3 MINUTES)

V. CONSENT AGENDA

- a) Resolution No. 2020-072, approving the Consent Agenda.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2020-073, approving the minutes of March 3 and March 17, 2020.
2. Resolution No. 2020-074, approving appointments to Boards and Commissions.
3. Resolution No. 2020-066, approving Ordinance 1356 - An ordinance to amend Article III Discrimination of Chapter 58 Human Relations, being Section 58-61. **(Second Reading). (Postponed March 17th)**

Mayor Pro-Tem Lois Richardson moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2020-073.

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

- b) Resolution No. 2020-073, approving the minutes of March 3 and March 17, 2020.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of March 3 and March 17, 2020 be approved.

- c) Resolution No. 2020-074, approving appointments to Boards and Commissions.

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>
Patton Doyle New Member 16 ½ N. Washington Ypsilanti, MI 48197	DDA	7/1/2022

- d) Resolution No. 2020-066, approving Ordinance 1356 - An ordinance to amend Article III Discrimination of Chapter 58 Human Relations, being Section 58-61. **(Second Reading). (Postponed March 17th)**

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

An ordinance to amend Article III Discrimination of Chapter 58 Human Relations, being Section 58 – 61 Intent, to add felony conviction to the anti-discrimination ordinance as a city protected class be adopted on Second and Final Reading.

VI. RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2020-064, authorizing the City Manager to adjust the Capital Budget for Parking Equipment. **(Postponed March 17th)**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council adopted the Ypsilanti Central Business District Parking Study and Strategy; and

WHEREAS, said document identifies a number of opportunities for improvement of Central Business District parking; and

WHEREAS, additional information has become available regarding the cost of many of the desired improvements including signage and meters;

NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council authorizes the City Manager to adjust the Capital budget for parking equipment, account 414-7-9370-987-63, to \$160,000 for FY19/20.

Council Member Jennifer Symanns moved, seconded by Mayor Pro-Tem Lois Richardson, to approve Resolution No. 2020-064.

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

- b) Resolution No. 2020-065, approving an agreement with Ypsilanti Community Utilities Authority for the reimbursement of water main costs. **(Postponed March 17th)**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, Urban funding has been programmed in the Washtenaw County Transportation Improvement Program for the road reconstruction of W. Cross Street between Courtland and Wallace; and,

Whereas, the City of Ypsilanti has signed a contract with the Michigan Department of Transportation (MDOT) for the City to administer this project; and,

Whereas, the Ypsilanti Community Utility Authority (YCUA) has requested that improvements to their water system be included in the project; and,

Whereas, an agreement between the City of Ypsilanti and YCUA is necessary to outline the responsibilities of both parties with regards to cost reimbursement and quality control.

Now therefore be it resolved that that the City of Ypsilanti City Council approves the agreement with YCUA for the reimbursement of water main costs; and

THAT the Mayor and City Clerk are authorized to sign this contract, subject to approval by the City Attorney.

Council Member Brown moved, seconded by Council Member Wilcoxon, to approve Resolution No. 2020-065.

Council Member Steven Wilcoxon moved, seconded by Council Member Annie Somerville, to table Resolution No. 2020-065.

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

- c) Resolution No. 2020-075, authorizing The Director of Public Services and OHM to apply to the Michigan Department of Transportation's Local Bridge Program for rehabilitation of the Forest Ave bridge.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the bridge on Forest Avenue over the Huron River in the City of Ypsilanti has deteriorated over time and rehabilitation work is necessary to extend the life of the bridge; and,

Whereas, OHM, consulting engineers for the City of Ypsilanti, completed the inspection of the bridges in the City and prepared inspection reports and other information on the above-mentioned bridges; and,

Whereas, based on the findings and recommendations of OHM, the Director of Public Services recommends that the City Council authorize the Director of Public Services and OHM to make application to the Michigan Department of Transportation's Local Bridge Program for bridge rehabilitation; and,

Whereas, the City of Ypsilanti has available 5% portion of the project financing available;

Now therefore be it resolved that that the City Council of the City of Ypsilanti authorizes the Director of Public Services and OHM to apply to the Michigan Department of Transportation's Local Bridge Program seeking financial assistance to perform rehabilitation work on the Forest Avenue bridge.

Council Member Jennifer Symanns moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2020-075.

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

- d) Resolution No. 2020-076, authorizing the Director of Public Services and OHM to apply to the Michigan Department of Transportation's Local Bridge Program seeking financial assistance for preventative maintenance work on the LeForge Street and Factory Street bridges.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the bridges on Factory Street and LeForge Street over the Huron River in the City of Ypsilanti needs preventative maintenance repairs to extend the life of the bridge; and,

Whereas, OHM, consulting engineers for the City of Ypsilanti, completed the inspection of the bridges in the City and prepared inspection reports and other information on the above-mentioned bridges; and,

Whereas, based on the findings and recommendations of OHM, the Director of Public Services recommends that the City Council authorize the Director of Public Services and OHM to make application to the Michigan Department of Transportation's Local Bridge Program for bridge preventative maintenance; and,

Whereas, the City of Ypsilanti has available 5% portion of the project financing available;

Now therefore be it resolved that that the City Council of the City of Ypsilanti authorizes the Director of Public Services and OHM to apply to the Michigan Department of Transportation's Local Bridge Program with the application seeking financial assistance to perform preventative maintenance work on the LeForge Street and Factory Street bridges.

Council Member Steven Wilcoxon moved, seconded by Mayor Pro-Tem Lois Richardson, to approve Resolution No. 2020-076.

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

- e) Resolution No. 2020-077, approving the ballot language for a Charter Amendment extending nomination power to the Mayor and Two Council Members for the Board of Ethics.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

WHEREAS, Section 21(1) of the Home Rule City Act (HRCA), MCL 117.21(1), authorizes a city council to adopt a resolution proposing to amend the city charter by a three-fifths vote of its members-elect, and the resolution proposing to amend the city charter must set forth the exact wording of the proposed amendment to be submitted to the city voters for approval at a regular or special election, and;

WHEREAS, The resolution must set forth the ballot language for the proposed charter amendment—with each proposal being limited to a single subject, and if the subject of a proposal includes more than one related proposition, each proposition shall be separately stated as a ballot proposal to afford an opportunity for a separate vote of the city voters for or against each proposition, and

WHEREAS, Section 21(2) of the HRCA, MCL 117.21(2), requires that the ballot language for the submission to the city voters of each proposed amendment shall be limited to 100 words, exclusive of caption, shall be a true and impartial statement of the purpose of the amendment, and shall not create prejudice for or against the proposed amendment,

NOW THEREFORE BE IT RESOLVED that Article IX, Section 9.01 (c) of the Ypsilanti City Charter shall be amended as follows:

The Board shall consist of five distinguished citizens nominated by the Mayor or two city Council Members and approved by the Council.

The current charter section(s) being altered by this amendment provides as follows:

9.01 (c). Board of Ethics.

The Board shall consist of five distinguished citizens nominated by the Mayor and approved by the Council.

BE IT FURTHER RESOLVED that the ballot language for the proposed amendment shall be as follows:

Shall Article IX, Section 9.01 (c) of the Ypsilanti City Charter be amended to provide that nomination power to the Board of Ethics be expanded to the Mayor or two Council Members?

Yes ____ No ____

BE IT FURTHER RESOLVED that the City Clerk shall transmit a certified copy of this resolution to the Governor of the State of Michigan for approval of the proposed amendment (MCL 117.22) and transmit a certified copy of this resolution to the Attorney General of the State of Michigan for approval of the proposed ballot language for the proposed amendment (MCL 117.21).

BE IT FURTHER RESOLVED that the proposed amendment shall be submitted to the qualified electors of the City of Ypsilanti at the primary election to be held in the City on August 4, 2020, and the City Clerk is directed to give notice of the election and notice of registration in a manner prescribed by law and to do all things and to provide all supplies necessary to submit the Charter amendment to a vote of the electors as required by law.

BE IT FURTHER RESOLVED that the proposed charter amendment shall be published in full, together with the existing charter provision amended as required by law.

BE IT FURTHER RESOLVED that this proposed charter amendment must be posted, in full, in a conspicuous place in each polling location.

Mayor Pro-Tem Lois Richardson moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2020-077.

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

- f) Resolution No. 2020-078, approving the ballot language for a Charter Amendment extending nomination power to the Mayor and Two Council Members for Boards and Commissions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

WHEREAS, Section 21(1) of the Home Rule City Act (HRCA), MCL 117.21(1), authorizes a city council to adopt a resolution proposing to amend the city charter by a three-fifths vote of its members-elect, and the resolution proposing to amend the city charter must set forth the exact wording of the proposed amendment to be submitted to the city voters for approval at a regular or special election, and;

WHEREAS, The resolution must set forth the ballot language for the proposed charter amendment—with each proposal being limited to a single subject, and if the subject of a proposal includes more than one related proposition, each proposition shall be separately stated as a ballot proposal to afford an opportunity for a separate vote of the city voters for or against each proposition, and

WHEREAS, Section 21(2) of the HRCA, MCL 117.21(2), requires that the ballot language for the submission to the city voters of each proposed amendment shall be limited to 100 words, exclusive of caption, shall be a true and impartial statement of the purpose of the amendment, and shall not create prejudice for or against the proposed amendment,

NOW THEREFORE BE IT RESOLVED that Article IX, Section 9.03 of the Ypsilanti City Charter shall be amended as follows:

All members of the City boards and commissions established under this Charter, by statute or otherwise, may be nominated for office by the Mayor, or by two Council Members, subject to the approval and confirmation by a majority vote of the City Council.

The current charter section(s) being altered by this amendment provides as follows:

9.03. Boards

All members of the City boards and commissions established under this Charter, by statute or otherwise, shall be appointed by the mayor, shall be appointed by the Mayor, subject to the approval and confirmation by a majority vote of the City Council.

BE IT FURTHER RESOLVED that the ballot language for the proposed amendment shall be as follows:

Shall Article IX, Section 9.03 of the Ypsilanti City Charter be amended to provide that nomination power to all boards and commissions be expanded to the Mayor or two Council Members?

Yes ____ No ____

BE IT FURTHER RESOLVED that the City Clerk shall transmit a certified copy of this resolution to the Governor of the State of Michigan for approval of the proposed amendment (MCL 117.22) and transmit a certified copy of this resolution to the Attorney General of the State of Michigan for approval of the proposed ballot language for the proposed amendment (MCL 117.21).

BE IT FURTHER RESOLVED that the proposed amendment shall be submitted to the qualified electors of the City of Ypsilanti at the primary election to be held in the City on August 4, 2020, and the City Clerk is directed to give notice of the election and notice of registration in a manner prescribed by law and to do all things and to provide all supplies necessary to submit the Charter amendment to a vote of the electors as required by law.

BE IT FURTHER RESOLVED that the proposed charter amendment shall be published in full, together with the existing charter provision amended as required by law.

BE IT FURTHER RESOLVED that this proposed charter amendment must be posted, in full, in a conspicuous place in each polling location.

Council Member Nicole Brown moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2020-078.

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

VII. COMMUNICATIONS FROM THE MAYOR

Mayor Bashert stated that there have been meetings to discuss Covid-19. Ms. Bashert is hosting nightly zoom meetings.

a) NOMINATION

PARKS AND RECREATION COMMISSION

Cathy Thorburn **(Exp 7/1/2023) - Reappointment**

1212 Sherman

Ypsilanti, MI 48197

VIII. COMMUNICATIONS FROM THE CITY MANAGER (ADDED)

City Manager provided an update regarding the train platform. She stated that the grant was not awarded and relayed the feedback from the grant application.

IX. ADJOURNMENT

- a) Resolution No. 2020-079, adjourning the City Council Meeting.

The meeting was adjourned at 8:44 p.m.

- b) Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



Resolution No. 2020-082
April 21, 2020

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>
Cathy Thorburn Reappointment 1212 Sherman Ypsilanti, MI 48197	Parks and Rec	7/1/2023

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 21 day of April 2020

#Resolution No. 2020-082



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andrew Hellenga
DATE: April 21, 2020
SUBJECT: Charitable Gaming License – Hope Medical Clinic

DESCRIPTION:

Charitable Gaming License – Hope Medical Clinic

SUMMARY:

The mission of the Hope Medical Clinic, as listed on their website, is to make lives better through holistic care; providing free medical, dental, and food.

The organization originally planned to hold their annual fundraising event on May 1, 2020 in Plymouth, MI. The event has been postponed due to COVID-19, but will be rescheduled once it is safe to hold gatherings.

This will be the 2nd annual fundraiser and will feature live music, complimentary appetizers and drinks, coffee, desserts, a 50/50 raffle, and door prizes.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution
Tax Exempt document

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-083
April 21, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

the Ypsilanti City Council recognizes the Hope Medical Clinic as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.

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 21 day of April 2020

#Resolution No. 2020-083



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248344558
Mar. 10, 2011 LTR 4168C E0
38-2469007 000000 00

00017086
BODC: TE

HOPE MEDICAL CLINIC INC
PO BOX 980311
YPSILANTI MI 48198-0311



008906

Employer Identification Number: 38-2469007
Person to Contact: Mr. Burns
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 02, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in January 1989.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(iii).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248344558
Mar. 10, 2011 LTR 4168C E0
38-2469007 000000 00
00017087

HOPE MEDICAL CLINIC INC
PO BOX 980311
YPSILANTI MI 48198-0311

If you have any questions, please call us at the telephone number
shown in the heading of this letter.

Sincerely yours,

A solid black rectangular box used to redact the signature of Rosemary L. Miller.

Rosemary L. Miller, Operations Mgr.
Accounts Management Oper. 1



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R6/09)



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: April 21, 2020
SUBJECT: Passport (parking pay by phone/app): statement of work update

DESCRIPTION:

Passport (parking pay by phone/app): statement of work update

SUMMARY:

As you recall, we signed a contract at the beginning of the year with Passport/CDI for parking pay-by-phone and permit purchasing options. "Incorporated herein by reference" in the contract addendum was a statement of work which went into a fair amount of detail about what precisely was to be provided, including details of software operation. Passport had anticipated that certain permit-specific functionality would be live in its software at this time, however, it likely will not be until early next year. The biggest difference is that permit applications are paid for after staff have reviewed & accepted the application online, as opposed to paying at the time of application.

They have provided us with an updated Statement of Work (changes begin at pages 6-7 in the new SOW, PDF entitled City of Ypsilanti, MI – Statement of Work) from the original (section starts at page 10 of the PDF starting with Passport- 03- AgreementDraft) that reflects this difference. Staff have reviewed these changes and find them to be acceptable.

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-084
April 21, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council adopted the Ypsilanti Central Business District Parking Study and Strategy; and

WHEREAS, pursuant to that entered into a contract with Passport to provide pay-by-phone/app and online permit purchasing solutions;

WHEREAS, Passport has determined that certain changes to the Statement of Work included in the contract were needful to reflect its stable permit software;

NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council approve the updated Passport statement of work, and authorize Mayor and Clerk to sign.

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 21 day of April 2020

#Resolution No. 2020-084

Statement of Work

City of Ypsilanti, MI
March 20th, 2020



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Disclaimer

This Statement of Work contains information that is proprietary and confidential to Passport Labs, Inc. ("Passport") and shall not be disclosed or used for any purpose other than the purposes described herein. Any other disclosure or use of this document, in whole or in part, without the permission of Passport is prohibited.

Project Overview

Passport will provide the City of Ypsilanti, MI ("City") its Passport Parking mobile parking payment application.

In addition, Passport will transition the City from their legacy permitting solution to Passport's Digital Permit Product.

During this project, Passport will perform architecture, design, implementation, installation, and information transfer services for the newly identified environment.

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Gateway and Merchant Processing

Passport will provide Gateway and Merchant Processing services directly to the City, eliminating the need for an external provider.

The City will be responsible for paying all gateway and merchant processing fees.

Funds will be remitted to the City, less the gateway, merchant processing, and Passport fees, on a monthly basis after the close of a month.



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Passport Parking

Passport Parking Functionality

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Passport Parking includes the following functionality:

- Create a user account
 - Phone number, email address, name
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- Create and pay for parking sessions
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 - Receive session expiration alerts and notifications
 - Complete payment via major card networks credit and debit cards.
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Back-Office Portal

Passport will deliver its back-office administration and data insights portal that will allow the City to make financial and operational decisions.

Back-office portal capabilities include:

- Secured Access with user specific login credentials and custom privileges per user
 - There is not a cap on the number of users that can be setup
- Streamlined user interface
- Robust Reporting
- Real-time analytics of existing sessions
- Zone management



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Passport Parking Signage and Decals

Passport recommends the following for metered areas:

Signage

- 1 sign per 10 spaces for parking lot/garage environments
- 1 sign per 5 spaces for on-street parking environments

Decals

- 1 decal per single space meter
- 3 decals for each multispace meter
 - 1 decal on each side
 - 1 decal on each payment side of the meter.

Passport recommends the following for non-metered, mobile payment only areas:

- 1 sign per 5 spaces for parking lot/garage environments
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The recommended minimum amount of signage and decals above will be provided by Passport at no charge at launch; any additional or replacement signs or decals will be at the City's cost. The City is solely responsible for installation. Signage and decal installation must be completed by the City by the date of the announcement of the launch. No credit will be issued for unused signs or decals.

The City understands that sufficient and adequate signage and decals are a core assumption to the performance of the service, and should the quality or coverage of such signage and decals degrade, the City is responsible for notifying Passport so that this can be resolved; any additional or replacement signs or decals will be at the City's cost.

Signage materials are as follows:

The signs are KomaAlu with Avery Cast Laminate with UV Protection and 6-year outdoor durability. The decals are Avery Cast Laminate with UV protection, permanent adhesive vinyl for

outdoor use with 6-year outdoor durability. Any extra costs incurred due to changes in signage material will be covered by the City.

Passport has developed signage design templates, which are tested regularly to optimize program performance. Any signage produced by Passport must adhere to Passport's sign design methodology and cannot be modified without written approval from an authorized representative of Passport. A logo of the City's brand can be included on signage as long as such is provided to Passport with proper authorization in advance of production of signage.

It takes one week to design signage and decals and up to an additional 3 weeks for the signs and decals to be printed and shipped, assuming timely review and approval by the City.

The City may purchase additional signs and decals from Passport.

Where signage or decals are provided to the City at a discount to its actual production and ongoing maintenance cost, any customization that the City requests will be chargeable at a rate of \$175/hour and such customizations are subject to approval by an authorized representative of Passport.

Digital Permits Product

Legacy Provider Permit Data Import

Passport understands that the City would like to import its existing permit data into Passport's system for the system transition.

As such, Passport will provide the City with its template permit data import format file so that the City is able to provide Passport with the permit data to be imported

All imported permits will be assigned a Link Code. The Link Codes allow new Passport permit customer accounts to be linked to their digital permits that have been imported or issued through the back-office system. The Link Code allows the customer to pull in their imported permit into the customer's account.

Link Codes will be provided to the permit holder via email or through a physical mailing.

Operator Management Back-Office Portal

Passport will provide the City with direct access to its back-office portal, Operator Management (“OpsMan”), that allows permit system administrators to manage their entire permit system, including the approval queue, waitlists, and reports. The back office portal also allows administrators to manage customer accounts and issue permits.

Manage Permits

Manage permits functions as a search user interface to quickly search for a specific permit and then take an action:

Core functionality includes:

- Viewing a permit's status and general details
- View and add notes to a permit
- View the historical actions taken on a permit
- View the user associated with the permit
- View the payment history of the permit
- Email or print previous receipts
- Edit unrestricted Permit details
- Update the status of a permit: disable or cancel
- Renew and apply payments to permits
 - Passport does not accept in-person credit card payments.
 - All in-person credit card payments need to be done online through the portal or manually logged in OpsMan Web after being processed through an external system.
 - Passport will not integrate with a cash draw or check reader
 - Any cash payments will need to be manually logged in OpsMan Web after being processed through an external system.
 - Any check payments will need to be manually logged in OpsMan Web after being processed through an external system.

Issue Permits

Issue permits functions as a quick action drawer user interface to manually issue permits through the back-office system.

Core functionality Includes:

- Waitlist / limit information
- Eligibility requirement and document submission override



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Approval Queue

The approval queue functions as a single first in, first out list with searching capabilities. Individual applications can be inspected via a drawer user interface within the same page. Relevant Search and Filtering capability is also provided.

The approval queue can be filtered for specific permit types.

Approving or rejecting a permit application can be completed from the inspection view, progressively over the list order or in bulk from the main list view.

Core functionality includes:

- Inspect, approve or reject applications

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Reports are made available within the City portal. All reports are presented as a list with the ability to filter for reports. The digital permits product has three core reports available:

- Exportable permit payment and refund report
 - All cashflow shown in one report.
 - Allows filtering by date range
- Exportable permit zone report
 - Allows filtering by zone, status, and/or date range.
- Exportable permit detail report
 - Allows filtering by type, cycle, status, and/or date range.

End-User Customer Portal

Passport will provide the City with a web-based portal that is publicly accessible and allows permit applicants/holders to apply, purchase, and manage their permit(s).

Customization with City Branding

The permit portal will be accessible online at a white-labeled domain name determined by Passport with feedback provided by the City. The permit portal provides the following branding capabilities:

- City's logo - no color adjustments can be accommodated.
 - The City must provide JPEG (or similar format) of their logo.



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- One primary and secondary color should be defined by City
- URL
 - The URL for end-user customer portal will be <subdomain>permits.rmcpay.com

Portal Functionality

The following functionality will be available to the end-users through the customer portal:

- View available permit types
- View waitlist position
- Complete an online application to apply for the permits
 - Upload supporting collateral to meet permit qualification requirements (i.e. Proof of Residency, vehicle registration, etc.)
- Shopping cart style checkout for purchasing multiple permit payments.
- Add / remove debit or credit cards
- Auto-renewals
- FAQ's

Application Workflow

Permit applications functions as a stepped, progressive series of data collection covering all information required of the applicant. The workflow allows open selection and application for any permit type.

- All applications are started by selecting a permit type.

Core functionality includes:

- Ad hoc custom fields for required vehicle or permit holder / applicant information
- Requirement validation on input fields
- Proof of Eligibility document upload

Manage Permit

Core functionality includes:

- Permit details: view general details and call to act to manually renew if eligible
- Permit holder Information: view / edit all fields related to the permit holder
- Vehicle Holder Information: view / edit all fields related to a vehicle, add and remove vehicles, if allowed.

- Payment History: view all previous payments and refunds toward the individual permit as well as downloading payment receipts.

System Training

Once a majority of the project milestones have been completed and the target launch date is confirmed, Passport will work with the City to set-up the remote web-based training plan. Passport will assist the City with determining who should be involved in the training sessions and when they should occur from a scheduling perspective around the target go-live date. Passport will host a 1-hour training session with any City employees who will interact with the new Passport Parking system. Passport recommends that all parking staff, anyone responsible for the adjudication of parking citations, City accountants, and enforcement managers be present for training. Passport will work with the City if additional training sessions are required.

All training is done via a “Train the Trainer” method, equipping each person present with the tools and knowledge to train their teams now and in the future.

Custom Integrations and Configurations

Passport formerly known as (“FKA”) Complus Data Innovations (“CDI”) Integration

Passport will set-up an open monitoring API integration with Passport FKA CDI for the purpose of sending Passport mobile payment parking sessions and permit information to Passport FKA CDI for parking rights monitoring and enforcement activities.

Assumptions & Notes

While performing these services, Passport will rely upon the concerted engagement, direction, authorization, approvals or other information provided by the City's primary stakeholder and technical teams.



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The City's Project Manager and respective team will be responsible for contributing to and reviewing Weekly Status Reports and reporting Project issues.

Additional City responsibilities include:

- Providing operational information in a timely manner.
- Providing a list of stakeholders for preliminary implementation
- Making a good faith effort to facilitate the continued progress of the implementation.
- Perform user acceptance testing to confirm the accuracy of configured attributes in the system
- Provide written approval on each aspect of the system

Deliverables or activities not specifically identified as in scope throughout this document are by definition out of scope, unless accompanied by an approved Scope Change Order.

Project Change Control

Changes may be required to manage unanticipated or new information that may arise during the course of the implementation and delivery of this solution that impacts an existing (or creates a new) deliverable, restriction, milestone, or dependency. This Project Change Control process is meant to enforce a process to ensure changes are tracked and approved appropriately throughout the project.

Process

- A Passport representative will complete a Scoping Change Order form describing the exchange to be evaluated.
- Passport will perform an impact assessment (cost, schedule, risk, etc) and provide a recommendation for how to achieve the City's objectives in the context of the latest information.
- The City will decide whether or not to proceed with Passport's recommendation or to suggest an alternative approach.
- If the Change Request is approved by the City and returned back upon full execution, then the Change Request document will be incorporated as part of the Statement of Work.

Timeline Effects



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- Upon approval by all parties, the impact assessment associated with such change request shall augment any prior commitments or estimates of timeline and pricing in this Statement of Work, which shall no longer apply. Passport will use commercially reasonable efforts to maintain the timeline and cost associated with this Statement of Work, augmented by any and all Change Request(s) approved by all parties.

.....

.....

Acceptance

Please indicate your acceptance of this Statement of Work by signing below. Any changes to this Statement of Work shall be approved by both parties and may result in additional costs.

City of Ypsilanti, MI

Authorized Name: _____
Title: _____
Signature: _____
Date: _____

Passport Labs, Inc.

128 S. Tryon St. Suite 2200 Charlotte, NC 28202

Authorized Name: _____
Title: _____
Signature: _____
Date: _____



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First Amendment to Agreement

Reference is made to that certain FastTrack Services Agreement dated April 23, 2018 (the "Agreement") by and between Passport Labs, Inc., formerly known as Complus Data Innovations, Inc. ("Passport") and the City of Ypsilanti, MI ("Client") (collectively, the "Parties").

The Parties desire to amend the Agreement as follows, which shall be effective as of the last date specified below the Parties' signatures:

1. Passport shall license software, including all web and mobile applications and related documentation, necessary for Client to operate a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Client the ability to pay for parking using a smartphone application or mobile web application, and a digital permits for parking system ("DPP").
2. At no charge, Passport shall supply an initial quantity of signs and decals consistent with its standard practices. Client shall be responsible for all costs to install the signs and decals.
3. The following fees shall be applicable:

Per Transaction MPP Service and License Fee*		\$0.25
DPP Service and License Fee**		\$500.00
Merchant Processing Costs: Client will be responsible for paying all merchant processing costs, including, without limitation, settlement fees, payment gateway fees, chargeback fees, and interchange reimbursement fees.		
Merchant of Record for Transactions:	X Passport	Client
Passport Merchant Processing Rate Per Transaction:	2.9% + \$0.25	
Payment Gateway Client:	X Passport	Other
Passport Gateway Fee Per Transaction:	\$0.05	

*An MPP "transaction" is a single session lasting less than twenty-four (24) hours in duration.

**Includes up to 400 active permits per month. Additional permits shall be \$1.00/permit/month.

4. Attached as Exhibit A are Passport's standard terms and conditions applicable to the MPP and DPP services, which are incorporated herein by reference.
5. Attached as Exhibit B is the Statement of Work, which is incorporated herein by reference.
6. Except as expressly amended herein, the remainder of the Agreement remains in full force and effect.

Passport Labs, Inc:

City of Ypsilanti, MI:

By: _____

By: _____

By: _____

Name: _____

Name: Andrew Hellenga

Name: Beth Bashert

Title: _____

Title: City Clerk

Title: Mayor

Date: _____

Date: _____

Date: _____

Exhibit A
Terms and Conditions

1. Data Rights

This Section shall govern the rights of Passport and Client, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Client the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://passportinc.com/privacy-policy/>.

A. Operational data is data specific to the Client's operation that is provided by Client to Passport to be used in the providing of services. Operational data is specific to the Client's operation, which is not available to Passport publicly or by other means. Operational data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, relevant details of partner agreements. In each case, Operational data may refer to past, present, or future states of such items.

Operational data is the sole and exclusive property of the Client. The Client grants Passport a perpetual, irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Operational data, provided that, Passport may assign or transfer such license to a successor in connection with the transfer or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction.

B. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data.

Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the MPP. Passport must secure such data in accordance with PCI-DSS. As such, Passport may not grant Client derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Client.

C. Personal identifiable information ("PII") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number or other identifying number or code, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals. Information permitting the physical or online contacting of a specific individual (e.g., IP address) is also personally identifiable information.

End users of Passport's MPP own PII and license it to Passport pursuant to Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion. Passport may sublicense PII to the Client under certain conditions (including but not limited to the Client's

compliance with information security controls and applicable regulations) that shall be memorialized separately if and when applicable.

D. Activity data is any data generated in the providing of services under this agreement by Passport to Client and by end users' interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity data is also Activity data.

Activity data is the sole and exclusive property of Passport. Passport grants the Client an irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Activity data for the duration of the term of this Agreement and only to the extent and in the format that Passport chooses in its sole discretion to expose such data through its administrative portal or as otherwise agreed upon with the Client and only for the Client's internal use in connection with the services provided under this agreement.

2. Privacy Policy; Terms of Use

End users' use of the MPP shall at all times be governed by (a) Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, which can be viewed at <https://passportinc.com/privacy-policy/>, and (b) Passport's Terms and Conditions, as they may be amended from time to time in Passport's sole discretion, which can be viewed at <https://passportinc.com/terms-and-conditions/>.

3. Intellectual Property

A. Passport grants Client a revocable, non-exclusive, non-assignable, non-transferrable, and non-subleaseable right and license to use and access the MPP only for its internal business purposes for the duration of the term. All intellectual property rights including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, not explicitly granted to Client in this agreement are reserved to Passport.

B. Client will not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the software or any subpart thereof; (ii) modify, create derivative works based upon, or translate the software or source code; (iii) transfer or otherwise grant any rights in the software or source code in any form to any other party; (iv) attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

4. Disclaimer of Warranties

The MPP is provided to Client by Passport "as is" and with all faults. Client acknowledges and agrees that Passport bears no liability for any error, omission, defect, deficiency, or nonconformity within the MPP except as expressly provided in the Agreement. Passport does not make any representations, warranties, or guarantees, express or implied, directly or indirectly, including, without limitation, any warranty of condition, merchantability, or fitness for a particular purpose or use, with respect to, arising out of, or in connection with the MPP and related services to be performed pursuant to this Agreement.

Exhibit B
Statement of Work

Statement of Work

City of Ypsilanti, MI
January 17h, 2020



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Digital Permits Product

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All imported permits will be assigned a Link Code. The Link Codes allow new Passport permit customer accounts to be linked to their digital permits that have been imported or issued through the back-office system. The Link Code allows the customer to pull in their imported permit into the customer's account.

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- One primary and secondary color should be defined by City
- URL
 - The URL for end-user customer portal will be <subdomain>permits.rmcpay.com

Portal Functionality

The following functionality will be available to the end-users through the customer portal:

- View available permit types
- View waitlist position
- Complete an online application to apply for the permits
 - Upload supporting collateral to meet permit qualification requirements (i.e. Proof of Residency, vehicle registration, etc.)
- Shopping cart style checkout for purchasing multiple permit payments.
- Add / remove debit or credit cards
- Auto-renewals
- FAQ's

Application Workflow

Permit applications functions as a stepped, progressive series of data collection covering all information required of the applicant. The workflow allows open selection and application for any permit type.

- All applications are started by selecting a permit type.

Core functionality includes:

- Ad hoc custom fields for required vehicle or permit holder / applicant information
- Requirement validation on input fields
- Proof of Eligibility document upload

Manage Permit

Core functionality includes:

- Permit details: view general details and call to act to manually renew if eligible
- Permit holder Information: view / edit all fields related to the permit holder
- Vehicle Holder Information: view / edit all fields related to a vehicle, add and remove vehicles, if allowed.
- Payment History: view all previous payments and refunds toward the individual permit as well as downloading payment receipts.

Custom Integrations and Configurations

Passport formerly known as (“FKA”) Complus Data Innovations (“CDI”) Integration

Passport will set-up an open monitoring API integration with Passport FKA CDI for the purpose of sending Passport mobile payment parking sessions and permit information to Passport FKA CDI for parking rights monitoring and enforcement activities.

Assumptions & Notes

While performing these services, Passport will rely upon the concerted engagement, direction, authorization, approvals or other information provided by the City's primary stakeholder and technical teams.

The City's Project Manager and respective team will be responsible for contributing to and reviewing Weekly Status Reports and reporting Project issues.

Additional City responsibilities include:

- Providing operational information in a timely manner.
- Providing a list of stakeholders for preliminary implementation
- Making a good faith effort to facilitate the continued progress of the implementation.
- Perform user acceptance testing to confirm the accuracy of configured attributes in the system
- Provide written approval on each aspect of the system

Deliverables or activities not specifically identified as in scope throughout this document are by definition out of scope, unless accompanied by an approved Scope Change Order.

Project Change Control

Changes may be required to manage unanticipated or new information that may arise during the course of the implementation and delivery of this solution that impacts an existing (or creates a new) deliverable, restriction, milestone, or dependency. This Project Change Control process is meant to enforce a process to ensure changes are tracked and approved appropriately throughout the project.

Process

- A Passport representative will complete a Scoping Change Order form describing the exchange to be evaluated.
- Passport will perform an impact assessment (cost, schedule, risk, etc) and provide a recommendation for how to achieve the City's objectives in the context of the latest information.
- The City will decide whether or not to proceed with Passport's recommendation or to suggest an alternative approach.
- If the Change Request is approved by the City and returned back upon full execution, then the Change Request document will be incorporated as part of the Statement of Work.

Timeline Effects

- Upon approval by all parties, the impact assessment associated with such change request shall augment any prior commitments or estimates of timeline and pricing in this Statement of Work, which shall no longer apply. Passport will use commercially reasonable efforts to maintain the timeline and cost associated with this Statement of Work, augmented by any and all Change Request(s) approved by all parties.
-



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: March 17, 2020
SUBJECT: Agreement between the City of Ypsilanti and the Ypsilanti Community Utilities Authority (YCUA) for Reimbursement of Water Main Costs

DESCRIPTION:

Agreement between the City of Ypsilanti and the Ypsilanti Community Utilities Authority (YCUA) for Reimbursement of Water Main Costs

SUMMARY:

As a part of the W. Cross road reconstruction project, the Ypsilanti Community Utilities Authority (YCUA) has proposed to replace the water main in that stretch of road. For cost saving purposes this portion of the project has been included as a "non-participating" item of the scope of work in the road construction project. Non participating items are those items that are included in the scope of the project but are required to be paid by the local agency in full as they are not eligible for federal transportation dollars. The City of Ypsilanti has entered into an agreement with the Michigan Department of Transportation (MDOT) and has responsibility for the administration of the project including the water main component. Due to this it is necessary for the City to enter into an agreement with YCUA to outline roles and responsibilities regarding construction engineering and reimbursement of the cost of the water main portion of the project.

The bid price for YCUA's portion of the project cost is \$517,543.00. Per the agreement the City will invoice YCUA for 40% of the costs at the time of contract award, and after sixty (60) days we will invoice them for an additional 40%. The City will send a final invoice at the end of the project after the final accounting has occurred. As both the City and YCUA use OHM Advisors to provide construction engineering services, the City and YCUA will each sign a separate agreement with OHM for provide construction engineering and observation services for our respective portion of the construction project.

This contract has been reviewed by our City Attorney and has been approved to form. We are currently waiting to hear back from YCUA's legal counsel, but we are not anticipating any major

concerns based on discussion with YCUA staff. If there are any proposed changes to the agreement staff will summarize the changes at the City Council meeting.

RECOMMENDED ACTION:

Staff recommends City Council authorize the Mayor and the City Clerk to execute the agreement between the City of Ypsilanti and the Ypsilanti Community Utilities Authority (YCUA) for the reimbursement for the costs of the improvements made to the water system and for quality control measures for the project.

ATTACHMENTS: Agreement, bid tabulation

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-065
March 17, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Urban funding has been programmed in the Washtenaw County Transportation Improvement Program for the road reconstruction of W. Cross Street between Courtland and Wallace; and,

WHEREAS, the City of Ypsilanti has signed a contract with the Michigan Department of Transportation (MDOT) for the City to administer this project; and,

WHEREAS, the Ypsilanti Community Utility Authority (YCUA) has requested that improvements to their water system be included in the project; and,

WHEREAS, an agreement between the City of Ypsilanti and YCUA is necessary to outline the responsibilities of both parties with regards to cost reimbursement and quality control.

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti City Council approves the agreement with YCUA for the reimbursement of water main costs; and

THAT the Mayor and City Clerk are authorized to sign this contract, subject to approval by the City Attorney.

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 17 day of March 2020

#Resolution No. 2020-065



**Barr,
Anhut &
Associates, P.C.**
ATTORNEYS AT LAW

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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. Mayor and City Council
From: John M. Barr, Ypsilanti City Attorney
Copy: City Manager, DPS Director
Date: April 8, 2020
Re: Opinion regarding contract with YCUA for sewer and water improvements in West Cross Street reconstruction

The City of Ypsilanti is working with MDOT funding to reconstruct part of West Cross Street. As part of the reconstruction the City is working with YCUA to have the water and sewer under the roadway improved. The City and MDOT will pay for the road reconstruction, YCUA will pay for the water and sewer.

YCUA is a Michigan authority that was created in the 1970s to own and operate the water and sewer systems for the City of Ypsilanti and the Charter Township of Ypsilanti. YCUA was created as part of the federal Clean Water Act and originally funded in part by the federal government. The documents creating YCUA provide for three separate units in the system, the City unit, the Township unit and a "company" unit. The City unit funds the City portion of the system, including water, delivery of water, and the installation, maintenance and service of the sewer system. Legally, YCUA owns the water and sewer system, including all the pipes, lines, pumps, and equipment, but the costs for the City system comes from the City account from the revenue generated by the City water bills.

The proposed West Cross Street contract has the following language:

2.1 YCUA will promptly reimburse the City of Ypsilanti upon receipt of such invoices for all costs and expenses attributed to the Water & Sewer Improvements portion of the Project.

2.2 MDOT has received bids for the project and based on the lowest bid received,



**Barr,
Anhut &
Associates, P.C.**
ATTORNEYS AT LAW

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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

the estimated costs for the Water & Sewer Improvements portion of the Project are \$517,543.00. YCUA will be responsible for providing Construction Engineering and Construction Observation services for the Water & Sewer Improvements portion of the Project. The City of Ypsilanti does not represent, warrant, or guarantee YCUA's actual cost for the Water & Sewer Improvements will not exceed YCUA's cost estimates or the project bid. However, YCUA will not be required to reimburse the City of Ypsilanti for any extras, over and above the contracted amount for the Water & Sewer Improvements, which have not been approved in advance by YCUA. Such approval will not be unreasonably withheld.

2.3 YCUA reserves the right to withdraw from this Agreement and to not proceed with funding of the construction and installation of the Water & Sewer Improvements, depending on the final bid for the Water & Sewer Improvements portion of the Project and YCUA shall be responsible for payment of all Project costs associated with the Water & Sewer Improvements to the date of withdrawal.

The quoted language provides that YCUA will pay for the improvements, but has the right to approve the costs in advance, and if not approved, to withdraw from the agreement. It puts the burden on the City to have YCUA approve the costs before construction.

The DPS Director advises that this is a form of contract used early in the job, but this is late in the process and YCUA has already approved of the costs.

Therefore, the contract is approved as to form and is ready for Council approval.

W. CROSS STREET IMPROVEMENT AGREEMENT

City of Ypsilanti - Ypsilanti Community Utilities Authority

This Agreement is made and entered into by and between:

The Ypsilanti Community Utilities Authority, a Michigan Municipal Corporation, constituted under Act 233 of 1955, as amended, Michigan Compiled Laws, with offices at 2777 State Street, Ypsilanti, Michigan 48198 ("YCUA"); and

The City of Ypsilanti, a public entity, with offices at 1 S. Huron St. Ypsilanti, Michigan 48197

1.1 ACKNOWLEDGEMENTS

1.2 The City of Ypsilanti intends to undertake the following road improvement project: Reconstruct W. Cross Street from Courtland Street to Wallace Boulevard in the City of Ypsilanti. Work shall include pavement removal, concrete curb, gutter, sidewalk, and ramps, paving and other associated items (the "Project").

1.3 YCUA has requested certain improvements to be made to the water system and/or wastewater system infrastructure in the area of the Project ("Water & Sewer Improvements").

1.4 The City of Ypsilanti and YCUA agree that the Water & Sewer Improvements will be included in the Project, the Project will be constructed by the City of Ypsilanti, and YCUA will reimburse the City of Ypsilanti for the cost of the Water & Sewer Improvements.

1.5 YCUA and the City of Ypsilanti will be responsible for signing a separate agreement with our mutual contract engineering firm, OHM Advisors, to provide contract administration, construction engineering, construction observation, and any other service required to ensure the quality of the work that is performed by the selected contractor.

NOW, THEREFORE, in exchange for their mutual promises as set forth herein the parties agree as follows:

2.1 FUNDING & RESPONSIBILITIES OF THE PARTIES

2.2 The City of Ypsilanti will administer the Project through the Michigan Department of Transportation ("MDOT") Local Agency Program ("LAP") in accordance with MDOT and City of Ypsilanti standard practices and procedures. The City of Ypsilanti will enter into a Contract with MDOT and MDOT will enter into a Contract with the Contractor with the lowest qualified bid.

2.3 YCUA will not be a party to the Project's Contracts and will not be made a party thereto by virtue of this Agreement.

2.4 The City of Ypsilanti will submit an invoice to YCUA for 40% of the costs for the Water & Sewer Improvements portion of the Project submitted by the selected bidder at the time of MDOT's Notice of Contract Award for the Project. The bid tabulations for the project are outlined in Attachment A. The City of Ypsilanti will submit a second invoice for an additional 40% of the same costs 60 days after the initial City of Ypsilanti invoice. Following a final accounting of the Project costs, the City of Ypsilanti will submit a final invoice for the actual remaining unpaid costs. All invoices shall provide supporting detail and information which reasonably identifies and isolates the costs of the Water & Sewer Improvements.

2.5 YCUA will promptly reimburse the City of Ypsilanti upon receipt of such invoices for all costs and expenses attributed to the Water & Sewer Improvements portion of the Project.

2.6 MDOT has received bids for the project and based on the lowest bid received, the estimated costs for the Water & Sewer Improvements portion of the Project are \$296,727,517,543.00. YCUA will be responsible for providing Construction Engineering and Construction Observation services for the Water & Sewer Improvements portion of the Project. The City of Ypsilanti does not represent, warrant, or guarantee YCUA's actual cost for the Water & Sewer Improvements will not exceed YCUA's cost estimates or the project bid. However, YCUA will not be required to reimburse the City of Ypsilanti for any extras, over and above the contracted amount for the Water & Sewer Improvements, which have not been approved in advance by YCUA. Such approval will not be unreasonably withheld.

2.7 YCUA reserves the right to withdraw from this Agreement and to not proceed with funding of the construction and installation of the Water & Sewer Improvements, depending on the final bid for the Water & Sewer Improvements portion of the Project and YCUA shall be responsible for payment of all Project costs associated with the Water & Sewer Improvements to the date of withdrawal.

3.1 GENERAL PROVISIONS

3.1 All notices and invoices under this contract are deemed given when mailed by first class mail, postage pre-paid, or personally delivered as follows:

For YCUA
Director
Ypsilanti Community Utilities Authority
2777 State Street
Ypsilanti, MI 48198

For the City of Ypsilanti

Director
City of Ypsilanti
Department of Public Services
14 W. Forest
Ypsilanti, MI 48197

3.2 This Agreement constitutes the entire Agreement between the parties and all previous communications between the parties, whether written or oral with reference to the subject matter of this Agreement, are hereby canceled and superseded.

3.3 If any provision of this Agreement violates any law, the remaining provisions of this contract shall continue in full force and effect.

3.4 This Agreement shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan.

3.5 This Agreement has been jointly drafted by the parties and, therefore, shall be construed and interpreted accordingly.

3.6 Failure or delay in performance of this Agreement by either party shall not be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, labor strike, lock-out, war, riot, epidemic, explosion, terrorism, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority or any other cause, whether of the kind enumerated here or otherwise, not within the control of the party claimed to be responsible for such failure or delay or other similar alleged breach of this Agreement.

3.7 Without the prior written consent of the governing body of either party, neither this Agreement, any interest created by this Agreement, or any claim arising under this Agreement shall be transferred or assigned by either party.

3.8 The parties agree and it is specifically understood that the parties' performance under this Agreement does not and shall not confer upon the City of Ypsilanti any right, title or interest in the Water & Sewer Improvements and does not confer upon YCUA any right, title or interest in the road work improvements portion of the Project.

3.9 This Agreement does not create or vest any rights or privileges in any third party not a party to this Agreement. Notwithstanding any other provision of this Agreement, this Agreement and actions taken by either party under this Agreement, will not and shall not be construed by any third party or any court of law as vesting any rights or privileges in any third party under any circumstances.

3.10 Nothing herein shall be construed to constitute either party to this Agreement, or their member communities, contractors, agents or assigns, as a joint venturer or agent or general partner of the other, nor do the parties intend to create or engage in a joint venture or joint venture partnership by entering into and satisfying the terms and conditions of this Agreement.

3.11 This Agreement shall be effective and binding on the date on which the last of the parties signs this Agreement. It may be executed in counterpart originals, one of which shall be retained by each party and each of which may serve as the original of this Agreement.

3.12 If applicable, this Agreement will be null and void if the City of Ypsilanti does not enter into a contract between the City of Ypsilanti and MDOT.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement the day and year here written.

**YPSILANTI COMMUNITY UTILITIES
AUTHORITY**

Dated: _____, 2020

By: Jeff Castro
Its: Managing Director

Dated: _____, 2020

By: Brenda Stumbo
Its: Chairperson

CITY OF YPSILANTI

Dated: _____, 2020

By: Beth Bashert
Its: Mayor

Dated: _____, 2020

By: Andrew Hellenga
Its: Clerk

W. CROSS STREET PROJECT

ESTIMATED CONSTRUCTION COST BREAK DOWN

(Lowest Bid in Bid Tabulation)

City of Ypsilanti Portion:	\$1,092,454.12
YCUA Portion:	\$517,543.00
Total:	\$1,609,997.12

Revised: RAA City of Ypsilanti, February 27, 2020

ATTACHMENT A
WEST CROSS RECONSTRUCTION BID RESULTS
PARTICIPATING ITEMS

Category	Item	Unit	Quantity	Engineers Estimate		C&D Hughes (LOW BID)		Diponio Contracting		Verdeterre		Fonson Company	
1	Mobilization, Max\$134,400.00	LSUM	1	\$	\$134,400.00	\$	\$134,400.00	\$134,400.00	\$134,400.00	\$107,500.00	\$107,500.00	\$66,982.19	\$66,982.19
1	Dr Structure, Rem	Ea	4	\$	600.00	\$	2,400.00	\$500.00	\$2,000.00	\$700.00	\$2,800.00	\$645.00	\$2,580.00
1	Sewer, Rem, Less than 24 inch	Ft	21	\$	25.00	\$	525.00	\$25.00	\$525.00	\$40.00	\$840.00	\$53.50	\$1,123.50
1	Sidewalk, Rem	Syd	338	\$	15.00	\$	5,070.00	\$15.00	\$5,070.00	\$20.00	\$6,760.00	\$18.00	\$6,084.00
1	_Curb and Gutter, greater than 25 feet, Rem	Ft	2,164	\$	12.00	\$	25,968.00	\$10.00	\$21,640.00	\$5.00	\$10,820.00	\$9.50	\$20,558.00
1	_Curb and Gutter, less than 25 ft, Rem	Ft	140	\$	15.00	\$	2,100.00	\$30.00	\$4,200.00	\$15.00	\$2,100.00	\$15.00	\$2,100.00
1	_Pavt, Rem, Modified	Syd	12,002	\$	6.00	\$	72,012.00	\$3.00	\$36,006.00	\$7.75	\$93,015.50	\$4.00	\$48,008.00
1	_Station Grading	Sta	22	\$	1,500.00	\$	33,000.00	\$1,000.00	\$22,000.00	\$3,800.00	\$83,600.00	\$4,480.00	\$98,560.00
1	_Subgrade Undercut and Refill, 21AA, Limestone	Cyd	51	\$	65.00	\$	3,315.00	\$70.00	\$3,570.00	\$90.00	\$4,590.00	\$64.50	\$3,289.50
1	Erosion Control, Inlet Protection, Fabric Drop	Ea	31	\$	125.00	\$	3,875.00	\$100.00	\$3,100.00	\$130.00	\$4,030.00	\$184.00	\$5,704.00
1	_Aggregate Base, 4 inch, Modified	Syd	665	\$	10.00	\$	6,650.00	\$10.00	\$6,650.00	\$10.00	\$6,650.00	\$6.50	\$4,322.50
1	_Aggregate Base, 8 inch, Modified	Syd	12,028	\$	12.00	\$	144,336.00	\$16.00	\$192,448.00	\$12.00	\$144,336.00	\$12.50	\$150,350.00
1	_Maintenance Aggregate, 21AA	Ton	60	\$	20.00	\$	1,200.00	\$40.00	\$2,400.00	\$50.00	\$3,000.00	\$26.40	\$1,584.00
1	_Sewer, Cl A, 12 inch, Modified	Ft	43	\$	120.00	\$	5,160.00	\$150.00	\$6,450.00	\$100.00	\$4,300.00	\$71.50	\$3,074.50
1	Dr Structure Cover, Adj, Case 1	Ea	34	\$	650.00	\$	22,100.00	\$500.00	\$17,000.00	\$1,100.00	\$37,400.00	\$790.00	\$26,860.00
1	Dr Structure Cover, Adj, Case 2	Ea	1	\$	550.00	\$	550.00	\$500.00	\$500.00	\$740.00	\$740.00	\$650.00	\$650.00
1	Dr Structure Cover, Type K	Ea	4	\$	650.00	\$	2,600.00	\$800.00	\$3,200.00	\$720.00	\$2,880.00	\$600.00	\$2,400.00
1	Dr Structure, 24 inch dia	Ea	1	\$	2,500.00	\$	2,500.00	\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00	\$1,530.00	\$1,530.00
1	Dr Structure, 48 inch dia	Ea	4	\$	3,000.00	\$	12,000.00	\$2,500.00	\$10,000.00	\$2,400.00	\$9,600.00	\$2,800.00	\$11,200.00
1	_Sanitary Sewer Cover, Adj, Case 1	Ea	8	\$	750.00	\$	6,000.00	\$1,000.00	\$8,000.00	\$1,500.00	\$12,000.00	\$1,000.00	\$8,000.00
1	HMA, 4E3	Ton	2,468	\$	105.00	\$	259,140.00	\$89.00	\$219,652.00	\$97.15	\$239,766.20	\$113.50	\$280,118.00
1	HMA, 5E3	Ton	1,235	\$	130.00	\$	160,550.00	\$98.50	\$121,647.50	\$101.50	\$125,352.50	\$117.50	\$145,112.50
1	_Driveway, Nonreinfc Conc, 6 inch, Mod	Syd	167	\$	60.00	\$	10,020.00	\$44.55	\$7,439.85	\$36.50	\$6,095.50	\$61.25	\$10,228.75
1	Curb and Gutter, Conc, Det F6	Ft	2,202	\$	25.00	\$	55,050.00	\$18.40	\$40,516.80	\$20.50	\$45,141.00	\$30.00	\$66,060.00
1	Curb Ramp Opening, Conc	Ft	252	\$	25.00	\$	6,300.00	\$20.20	\$5,090.40	\$20.50	\$5,166.00	\$30.00	\$7,560.00
1	Sidewalk, Conc, 4 inch	Sft	2,807	\$	5.00	\$	14,035.00	\$4.02	\$11,284.14	\$4.00	\$11,228.00	\$6.20	\$17,403.40
1	_Detectable Warning Surface, Modified	Ft	169	\$	6.00	\$	1,014.00	\$32.00	\$5,408.00	\$33.00	\$5,577.00	\$45.00	\$7,605.00
1	_Sidewalk Ramp, 6 inch, ADA Modified	Sft	946	\$	6.00	\$	5,676.00	\$6.95	\$6,574.70	\$6.50	\$6,149.00	\$11.25	\$10,642.50
1	Band, Sign	Ea	2	\$	60.00	\$	120.00	\$75.00	\$150.00	\$75.00	\$150.00	\$11.25	\$22.50
1	Post, Steel, 3 lb	Ft	438	\$	6.50	\$	2,847.00	\$6.00	\$2,628.00	\$6.00	\$2,628.00	\$8.70	\$3,810.60
1	Sign, Type III, Rem	Ea	48	\$	12.00	\$	576.00	\$25.00	\$1,200.00	\$25.00	\$1,200.00	\$16.85	\$808.80
1	Sign, Type IIIA	Sft	108	\$	16.00	\$	1,728.00	\$16.00	\$1,728.00	\$16.00	\$1,728.00	\$19.40	\$2,095.20
1	Sign, Type IIIB	Sft	137	\$	18.00	\$	2,466.00	\$22.50	\$3,082.50	\$17.00	\$2,329.00	\$19.70	\$2,698.90
1	Pavt Mrkg, Ovly Cold Plastic, Direction Arrow Sym, Bike	Ea	10	\$	120.00	\$	1,200.00	\$135.00	\$1,350.00	\$135.00	\$1,350.00	\$152.00	\$1,520.00
1	Pavt Mrkg, Ovly Cold Plastic, Bike, Small Sym	Ea	10	\$	150.00	\$	1,500.00	\$140.00	\$1,400.00	\$140.00	\$1,400.00	\$157.00	\$1,570.00
1	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	Ea	4	\$	125.00	\$	500.00	\$175.00	\$700.00	\$175.00	\$700.00	\$196.00	\$784.00
1	Pavt Mrkg, Ovly Cold Plastic, School	Ea	1	\$	210.00	\$	210.00	\$210.00	\$210.00	\$210.00	\$210.00	\$236.00	\$236.00
1	Pavt Mrkg, Ovly Cold Plastic, Sharrow Symbol	Ea	1	\$	215.00	\$	215.00	\$195.00	\$195.00	\$195.00	\$195.00	\$220.00	\$220.00
1	Pavt Mrkg, Polyurea, 4 inch, White	Ft	685	\$	1.00	\$	685.00	\$0.95	\$650.75	\$0.95	\$650.75	\$1.10	\$753.50
1	Pavt Mrkg, Polyurea, 4 inch, Yellow	Ft	3,711	\$	1.00	\$	3,711.00	\$0.95	\$3,525.45	\$0.95	\$3,525.45	\$1.10	\$4,082.10
1	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	Ft	945	\$	2.50	\$	2,362.50	\$2.95	\$2,787.75	\$2.95	\$2,787.75	\$3.35	\$3,165.75
1	Pavt Mrkg, Polyurea, 6 inch, White	Ft	3,987	\$	2.00	\$	7,974.00	\$0.99	\$3,947.13	\$0.99	\$3,947.13	\$1.10	\$4,385.70
1	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	157	\$	12.00	\$	1,884.00	\$12.95	\$2,033.15	\$12.95	\$2,033.15	\$14.60	\$2,292.20
1	_Pavt Mrkg, Ovly Cold Plastic, Yield Triangle	Ea	9	\$	50.00	\$	450.00	\$95.00	\$855.00	\$95.00	\$855.00	\$106.75	\$960.75
1	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	10	\$	85.00	\$	850.00	\$120.00	\$1,200.00	\$120.00	\$1,200.00	\$85.50	\$855.00
1	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	10	\$	1.00	\$	10.00	\$5.00	\$50.00	\$5.00	\$50.00	\$0.01	\$0.10
1	Lighted Arrow, Type C, Furn	Ea	2	\$	500.00	\$	1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$785.00	\$1,570.00
1	Lighted Arrow, Type C, Oper	Ea	2	\$	50.00	\$	100.00	\$200.00	\$400.00	\$200.00	\$400.00	\$0.01	\$0.02
1	Minor Traf Devices	LSUM	1	\$	25,000.00	\$	25,000.00	\$70,000.00	\$70,000.00	\$14,000.00	\$14,000.00	\$15,900.00	\$15,900.00
1	Sign Cover	Ea	10	\$	25.00	\$	250.00	\$20.00	\$200.00	\$20.00	\$200.00	\$78.70	\$787.00
1	Sign, Type A, Temp, Prismatic, Furn	Sft	240	\$	6.00	\$	1,440.00	\$4.00	\$960.00	\$4.00	\$960.00	\$10.00	\$2,400.00
1	Sign, Type A, Temp, Prismatic, Oper	Sft	240	\$	1.00	\$	240.00	\$1.00	\$240.00	\$1.00	\$240.00	\$0.01	\$2.40
1	Sign, Type B, Temp, Prismatic, Furn	Sft	358	\$	6.00	\$	2,148.00	\$4.00	\$1,432.00	\$4.00	\$1,432.00	\$8.45	\$3,025.10
1	Sign, Type B, Temp, Prismatic, Oper	Sft	358	\$	1.00	\$	358.00	\$1.00	\$358.00	\$1.00	\$358.00	\$0.01	\$3.58
1	Sign, Type B, Temp, Prismatic, Spec, Furn	Sft	302	\$	10.00	\$	3,020.00	\$8.00	\$2,416.00	\$8.00	\$2,416.00	\$10.70	\$3,231.40
1	Sign, Type B, Temp, Prismatic, Spec, Oper	Sft	302	\$	1.00	\$	302.00	\$1.00	\$302.00	\$1.00	\$302.00	\$0.01	\$3.02

1	Traf Regulator Control	LSUM	1	\$	48,000.00	\$	48,000.00	\$20,000.00	\$20,000.00	\$9,000.00	\$9,000.00	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00
1	_Reboundable Delineator	Ea	4	\$	250.00	\$	1,000.00	\$375.00	\$1,500.00	\$375.00	\$1,500.00	\$500.00	\$2,000.00	\$375.00	\$1,500.00
1	_Surface Restoration, Modified	Syd	1,466	\$	6.50	\$	9,529.00	\$8.50	\$12,461.00	\$8.50	\$12,461.00	\$9.50	\$13,927.00	\$8.50	\$12,461.00
1	Conduit, DB, 1, 1 1/2 inch	Ft	10	\$	18.00	\$	180.00	\$45.00	\$450.00	\$45.00	\$450.00	\$47.20	\$472.00	\$45.00	\$450.00
1	Hh, Adj	Ea	2	\$	300.00	\$	600.00	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$562.00	\$1,124.00	\$1,200.00	\$2,400.00
1	Hh, Round	Ea	1	\$	950.00	\$	950.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,575.00	\$1,575.00	\$1,800.00	\$1,800.00
1	Case Sign, Rem	Ea	1	\$	150.00	\$	150.00	\$250.00	\$250.00	\$250.00	\$250.00	\$180.00	\$180.00	\$250.00	\$250.00
1	Case Sign (LED), Two Way, 24 inch by 30 inch	Ea	1	\$	1,750.00	\$	1,750.00	\$1,460.00	\$1,460.00	\$1,460.00	\$1,460.00	\$2,190.00	\$2,190.00	\$1,460.00	\$1,460.00
1	Pedestal, Alum	Ea	5	\$	800.00	\$	4,000.00	\$575.00	\$2,875.00	\$575.00	\$2,875.00	\$1,070.00	\$5,350.00	\$575.00	\$2,875.00
1	Pedestal, Fdn	Ea	6	\$	850.00	\$	5,100.00	\$580.00	\$3,480.00	\$580.00	\$3,480.00	\$1,350.00	\$8,100.00	\$580.00	\$3,480.00
1	Pedestal Fdn, Rem	Ea	1	\$	150.00	\$	150.00	\$350.00	\$350.00	\$350.00	\$350.00	\$340.00	\$340.00	\$350.00	\$350.00
1	Pedestal, Rem	Ea	1	\$	100.00	\$	100.00	\$250.00	\$250.00	\$250.00	\$250.00	\$225.00	\$225.00	\$250.00	\$250.00
1	Pushbutton and Sign	Ea	8	\$	550.00	\$	4,400.00	\$332.00	\$2,656.00	\$332.00	\$2,656.00	\$760.00	\$6,080.00	\$332.00	\$2,656.00
1	Pushbutton, Rem	Ea	4	\$	75.00	\$	300.00	\$332.00	\$1,328.00	\$332.00	\$1,328.00	\$395.00	\$1,580.00	\$332.00	\$1,328.00
1	Pushbutton Pedestal, Alum	Ea	1	\$	750.00	\$	750.00	\$554.00	\$554.00	\$554.00	\$554.00	\$1,125.00	\$1,125.00	\$554.00	\$554.00
1	Traf Loop	Ea	2	\$	1,300.00	\$	2,600.00	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$2,360.00	\$4,720.00	\$1,200.00	\$2,400.00
1	TS, Pedestrian, Bracket Arm Mtd, Rem	Ea	2	\$	100.00	\$	200.00	\$325.00	\$650.00	\$325.00	\$650.00	\$309.00	\$618.00	\$325.00	\$650.00
1	TS, Pedestrian, Pedestal Mtd, Rem	Ea	2	\$	100.00	\$	200.00	\$819.00	\$1,638.00	\$819.00	\$1,638.00	\$197.00	\$394.00	\$819.00	\$1,638.00
1	TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown	Ea	2	\$	1,500.00	\$	3,000.00	\$911.00	\$1,822.00	\$911.00	\$1,822.00	\$1,715.00	\$3,430.00	\$911.00	\$1,822.00
1	TS, Pedestrian, Two Way Pedestal Mtd (LED) Countdown	Ea	2	\$	1,500.00	\$	3,000.00	\$1,011.00	\$2,022.00	\$1,011.00	\$2,022.00	\$1,805.00	\$3,610.00	\$1,011.00	\$2,022.00
1	Flsh Beacon, Rectangular Rapid, Solar Power	Ea	4	\$	4,250.00	\$	17,000.00	\$2,100.00	\$8,400.00	\$2,100.00	\$8,400.00	\$3,650.00	\$14,600.00	\$2,100.00	\$8,400.00
TOTAL PARTICIPATING:					\$	1,163,651.50		\$1,072,119.12		\$1,115,929.93		\$1,186,531.77		\$1,186,642.90	
CITY - NON-PARTICIPATING ITEMS															
3	_Aggregate Base, 8 inch, Modified	Syd	447	\$	12.00	\$	5,364.00	\$16.00	\$7,152.00	\$12.00	\$5,364.00	\$12.50	\$5,587.50	\$20.61	\$9,212.67
3	HMA, 4E3	Ton	95	\$	105.00	\$	9,975.00	\$89.00	\$8,455.00	\$97.15	\$9,229.25	\$113.50	\$10,782.50	\$89.00	\$8,455.00
3	HMA, 5E3	Ton	48	\$	130.00	\$	6,240.00	\$98.50	\$4,728.00	\$101.50	\$4,872.00	\$117.50	\$5,640.00	\$98.50	\$4,728.00
TOTAL CITY: NON-PARTICIPATING:					\$	21,579.00		\$20,335.00		\$19,465.25		\$22,010.00		\$22,395.67	
WATER MAIN (YCUA): NON-PARTICIPATING ITEMS															
3	Trench Undercut and Backfill	Cyd	25	\$	15.00	\$	375.00	\$50.00	\$1,250.00	\$100.00	\$2,500.00	\$1.00	\$25.00	\$102.13	\$2,553.25
3	_Dewatering System, Trench	Ft	50	\$	25.00	\$	1,250.00	\$50.00	\$2,500.00	\$210.00	\$10,500.00	\$40.00	\$2,000.00	\$913.68	\$45,684.00
3	_Polyethylene Encasement of Water Main	Ft	1,822	\$	1.00	\$	1,822.00	\$2.50	\$4,555.00	\$0.50	\$911.00	\$1.00	\$1,822.00	\$1.57	\$2,860.54
3	_Sanitary Building Sewer Pipe, Rem	Ft	100	\$	5.00	\$	500.00	\$30.00	\$3,000.00	\$40.00	\$4,000.00	\$90.00	\$9,000.00	\$29.97	\$2,997.00
3	_Sanitary Building Sewer, PVC, 6 inch, Tr Det F	Ft	100	\$	40.00	\$	4,000.00	\$100.00	\$10,000.00	\$135.00	\$13,500.00	\$115.00	\$11,500.00	\$79.02	\$7,902.00
3	_Water Main, DI, 12 inch, Tr Det G, Mod	Ft	1,463	\$	80.00	\$	117,040.00	\$126.00	\$184,338.00	\$120.00	\$175,560.00	\$118.00	\$172,634.00	\$132.01	\$193,130.63
3	_Water Main, DI, 16 inch, Tr Det G, Mod	Ft	75	\$	110.00	\$	8,250.00	\$250.00	\$18,750.00	\$185.00	\$13,875.00	\$138.35	\$10,376.25	\$273.06	\$20,479.50
3	_Water Main, DI, 8 inch, Tr Det G, Mod	Ft	284	\$	50.00	\$	14,200.00	\$125.00	\$35,500.00	\$95.00	\$26,980.00	\$93.00	\$26,412.00	\$244.43	\$69,418.12
3	_Connection to Existing Water Main	Ea	14	\$	2,000.00	\$	28,000.00	\$5,000.00	\$70,000.00	\$5,500.00	\$77,000.00	\$4,325.00	\$60,550.00	\$5,779.05	\$80,906.70
3	_Curb Stop and Box, 1 inch	Ea	14	\$	250.00	\$	3,500.00	\$1,000.00	\$14,000.00	\$400.00	\$5,600.00	\$420.00	\$5,880.00	\$1,065.71	\$14,919.94
3	_Curb Stop and Box, Rem	Ea	14	\$	100.00	\$	1,400.00	\$100.00	\$1,400.00	\$70.00	\$980.00	\$250.00	\$3,500.00	\$322.41	\$4,513.74
3	_Fire Hydrant	Ea	6	\$	4,000.00	\$	24,000.00	\$5,000.00	\$30,000.00	\$7,000.00	\$42,000.00	\$6,900.00	\$41,400.00	\$11,062.55	\$66,375.30
3	_Gate Box, Rem	Ea	7	\$	350.00	\$	2,450.00	\$400.00	\$2,800.00	\$350.00	\$2,450.00	\$300.00	\$2,100.00	\$1,287.40	\$9,011.80
3	_Gate Valve and Box, 12 inch	Ea	4	\$	1,750.00	\$	7,000.00	\$5,000.00	\$20,000.00	\$2,600.00	\$10,400.00	\$3,800.00	\$15,200.00	\$3,494.78	\$13,979.12
3	_Gate Well, Aband	Ea	9	\$	500.00	\$	4,500.00	\$1,000.00	\$9,000.00	\$650.00	\$5,850.00	\$600.00	\$5,400.00	\$3,551.96	\$31,967.64
3	_Hydrant, Rem	Ea	7	\$	500.00	\$	3,500.00	\$500.00	\$3,500.00	\$600.00	\$4,200.00	\$310.00	\$2,170.00	\$1,881.88	\$13,173.16
3	_Line Stop, 12 inch	Ea	1	\$	5,000.00	\$	5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$14,500.00	\$14,500.00	\$10,492.97	\$10,492.97
3	_Line Stop, 8 inch	Ea	1	\$	3,000.00	\$	3,000.00	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$8,980.18	\$8,980.18
3	_Tapping Sleeve, Valve and Box, 12 inch by 8 inch	Ea	1	\$	8,000.00	\$	8,000.00	\$6,000.00	\$6,000.00	\$9,700.00	\$9,700.00	\$6,895.00	\$6,895.00	\$8,767.62	\$8,767.62
3	_Tapping Sleeve, Valve and Box, 16 inch by 12 inch	Ea	1	\$	10,000.00	\$	10,000.00	\$8,000.00	\$8,000.00	\$13,000.00	\$13,000.00	\$11,000.00	\$11,000.00	\$11,024.32	\$11,024.32
3	_Water Main, 16 inch, Cut and Plug	Ea	2	\$	1,000.00	\$	2,000.00	\$1,500.00	\$3,000.00	\$975.00	\$1,950.00	\$3,140.00	\$6,280.00	\$3,120.79	\$6,241.58
3	_Water Main, 6 inch, Cut and Plug	Ea	17	\$	400.00	\$	6,800.00	\$700.00	\$11,900.00	\$400.00	\$6,800.00	\$1,650.00	\$28,050.00	\$1,725.03	\$29,325.51
3	_Water Main, Conflict, 12 inch	Ea	1	\$	1,000.00	\$	1,000.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$1,425.00	\$1,425.00	\$6,081.96	\$6,081.96
3	_Water Service, 1 inch, Jumper Connect	Ea	23	\$	500.00	\$	11,500.00	\$500.00	\$11,500.00	\$800.00	\$18,400.00	\$945.00	\$21,735.00	\$1,617.23	\$37,196.29
3	_Water Service, 1 inch, Long	Ea	10	\$	1,250.00	\$	12,500.00	\$2,500.00	\$25,000.00	\$3,300.00	\$33,000.00	\$1,450.00	\$14,500.00	\$5,694.94	\$56,949.40
3	_Water Service, 1 inch, Short	Ea	4	\$	750.00	\$	3,000.00	\$2,000.00	\$8,000.00	\$1,900.00	\$7,600.00	\$1,250.00	\$5,000.00	\$4,033.40	\$16,133.60
3	_Audio Video Route Survey	LSUM	1	\$	1,500.00	\$	1,500.00	\$1,050.00	\$1,050.00	\$1,075.00	\$1,075.00	\$3,380.00	\$3,380.00	\$1,075.00	\$1,075.00
3	_Clean and Television Sanitary Sewer	Ft	3,150	\$	2.00	\$	6,300.00	\$1.00	\$3,150.00	\$1.00	\$3,150.00	\$2.80	\$8,820.00	\$1.00	\$3,150.00
3	Exploratory Trenching	Ft	147	\$	30.00	\$	4,410.00	\$50.00	\$7,350.00	\$80.00	\$11,760.00	\$97.50	\$14,332.50	\$112.50	\$16,537.50
TOTAL WATER MAIN (YCUA): NON-PARTICIPATING:					\$	296,797.00		\$517,543.00		\$523,741.00		\$515,886.75		\$791,828.37	
TOTAL BID AMOUNT:					\$	1,482,027.50		\$1,609,997.12		\$1,659,136.18		\$1,724,428.52		\$2,000,866.94	



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Joe Meyers
DATE: March 17, 2020
SUBJECT: RFP for Affordable Housing

DESCRIPTION:
RFP for Affordable Housing

SUMMARY:

On July 2019, the city purchased the property on 206-210 N. Washington out of the dangerous building and affordable housing fund to put out an RFP for affordable housing. Over the past few months, the city has compiled an RFP for council to review and if approved, release.

The goal of the RFP is for affordable housing with a senior housing. If approved, the RFP would be released on March 20, 2020 and to be submitted on May 1, 2020. Once a developer is selected, they will go through the Community Benefits Ordinance Process.

RECOMMENDED ACTION: Staff recommends the release a RFP for an affordable housing development at 206-210 N. Washington (attached).

ATTACHMENTS: RFP and CBO attachment

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-067
April 21, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, 206-210 N Washington Street was foreclosed on by the Washtenaw County Treasurer for nonpayment of property taxes; and

WHEREAS, The City of Ypsilanti purchased the property using its Right of First Refusal from the Country Treasurer in 2019; and

WHEREAS, the city is seeking at least \$105,000 to replenish the affordable housing fund; and

WHEREAS, the City is seeking an affordable housing with a preference on senior housing.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the release of the RFP for 206-210 N. Washington.

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 21 day of April 2020

#Resolution No. 2020-067



Request for Proposal

Affordable Housing Development

ISSUED DATE: MARCH 20, 2020

DUE DATE: MAY 1, 2020

The City of Ypsilanti, Michigan seeks developers for the redevelopment of the property at 206-210 North Washington for affordable housing with an emphasis on senior housing.

The 0.45-acre parcel provides contains a fire damaged structure that previously contained 16 units

PLEASE RESPOND TO
JOE MEYERS, ECONOMIC DEVELOPMENT DIRECTOR
JMEYERS@CITYOFYPSILANTI.COM

CITYOFYPSILANTI.COM/BIDS.ASP

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CONTENTS

Redevelopment Opportunity

The City of Ypsilanti, Michigan seeks developers for the redevelopment of the property at 206-210 North Washington for affordable housing with an emphasis on senior housing. The 0.45-acre parcel provides contains a fire damaged structure that previously contained 16 units and two out-buildings in thriving historic neighborhood in walking distance to downtown Ypsilanti, the Depot Town entertainment district, and Eastern Michigan University's main campus.

The city's preferred redevelopment for this site would create affordable housing with a preference for seniors.

The city's asking price is at least \$105,000. Preference will be given to projects with a large senior affordable component, environmental sustainability components such as solar/alternative energy generation, green development techniques, etc.

All developers will be required to comply with the city's community benefits ordinance (Attachment A)

Interested development teams are invited to submit a proposal to the city by **May 1 2020**; please refer to page 8 for submittal details.



Aerial photo of subject site and surrounding area, 2020.

Site Context: Ypsilanti, Michigan

Ypsilanti, the home of Eastern Michigan University, is a creative and diverse community of around 20,000 people clustered in an historic 4.51 square miles in southeast Michigan. Just 30 miles from Detroit, and 15 minutes from Ann Arbor's University of Michigan, Ypsilanti possesses a unique and solidly authentic urban vibe.

Nearby assets include:

- **Depot Town** historic commercial district, just two blocks from the development site, features cafes, destination restaurants, a microbrewery, farmers market, and small grocery store.
- **Riverside Park**, just beyond Depot Town, hosts annual events ranging from the Michigan Elvis Festival to the Michigan Summer Beer Festival, car and motorcycle shows, and the Color Run, as well as access to the Huron River.
- **Downtown Ypsilanti** offers unique retailers, restaurants, art galleries and live theater, the public library and post office, and EMU College of Business a mile from the site.
- **Eastern Michigan University's** main campus is an easy 20-minute walk from the site, with an enrollment of nearly 22,000 students.

Ypsilanti is part of both the Ann Arbor and Detroit labor markets, with residents employed in medical, higher education, engineering, and IT fields throughout the region.

The site offers great access to these and other destinations with a WalkScore of 89, local bus service ("TheRide") connecting throughout the Ann Arbor/Ypsilanti area, and future commuter rail service linking Depot Town to Ann Arbor, Detroit Metro Airport (DTW), Dearborn, and Detroit.



Nearby Downtown Panoramic View

Site Vision

In January 2017 the building was substantially damaged by a fire and the previous owner was not able to redevelopment the property eventually losing the property to tax foreclosure to the city. The prior use of the building was 16 rental units

Market Conditions

The city has lost multiple affordable housing developments in the city over the past few years including multiple senior housing units. With this in mind, the city is looking for a developer to redevelop the property into affordable housing with an emphasis on senior housing. For more information on affordable please see the Washtenaw county website on affordable housing at:

<https://www.washtenaw.org/722/Affordable-Housing>

Development Process

Upon selection of a qualified developer, the city anticipates entering into a letter of intent / pre-development agreement to allow for due diligence activities and completion of a final development agreement. The city expects this pre-development agreement to be in effect for six months or until a final development agreement is reached.

Master Plan and Zoning

Master Plan: The city of Ypsilanti's 2013 Master Plan prioritizes a diversity of housing options and products, stating, "Anyone, no matter what age or income, can find a place to call home in Ypsilanti," among the city's guiding values. The city's zoning ordinance was updated in 2014 to reflect the new master plan.

Zoning: The site at 206-210 N. Washington is zoned "Core Neighborhood". This form-based designation is described in part as a walkable urban place "supported through a network of interconnected, tree-lined streets, a diversity of housing choices and a mix of appropriate commercial and residential uses in a compact form. These areas also support public transit due to their compact nature...Housing types range from mansions to cottages, with multiple-family and single-family uses." Refer to the full zoning ordinance for details on building types and site development standards.

Historic District: The site is located in the Ypsilanti Historic District.

Utilities

The site is served by public streets to the west (Washington), north (Emmett), south (Washtenaw) and east (Huron). Full access to utilities is provided from the adjacent streets.

- Water/Sewer: Ypsilanti Community Utilities Authority.
- Gas/Electric: DTE.
- Streets, Storm Sewer and Right-of-Way: City of Ypsilanti Department of Public Services. Engineering standards and procedures manual is available on the city's website, and engineering reviews are performed by OHM Advisors.

Redevelopment Ready Community

The city of Ypsilanti has been certified as a **Redevelopment Ready Community®** by the Michigan Economic Development Corporation. The RRC certification recognizes the city's development regulations and processes as up-to-date, clear, and predictable, as determined by a rigorous external assessment.

Available Incentives

The city of Ypsilanti acquired the damaged property in 2019, and has completed initial environmental investigations. Additionally, the following incentives may be leveraged by the developer:

- **Reductions in land purchase price** may be considered in support of an excellent development proposal.
- **Brownfield assessment grants** are available to the city through the Washtenaw County, and may provide up to \$15,000 towards preparation of a BEA or Phase II ESA.
- **Brownfield TIF** is available through the Washtenaw County Brownfield Redevelopment Authority to support remediation, due care, and other activities for any environmental conditions found on the site.
- **Michigan Community Revitalization Program** grants or loans may be applicable to the subject site, and the city will support an application to MEDC.

Selection Process and Criteria

The City of Ypsilanti will review and evaluate all complete proposals in response to this RFQ to identify and engage with qualified developers for 206/210 N Washington. An initial response to this RFQ must include the following information:

- **Proposal outline form:** Complete template available at: www.cityofypsilanti.com/206-210NWashington
- **Letter of Interest:** Provide a letter (up to 3 pages) identifying the development team and providing a brief description of the team's vision for the site.
- **Concept plans or renderings**, if available.
- **Development Experience / Portfolio:** Provide a short description of past projects of a similar nature completed by the development team (up to 10 pages). Include a description of the projects, cost, completion date, and references.
- **Resume** of firm and lead team members.

City of Ypsilanti staff may seek additional information upon receipt of a development proposal.

The RFQ and responses should not be considered a legally binding agreement. Upon selection of a qualified development team, the city of Ypsilanti will enter into a pre-development agreement including purchase price, due diligence period, and other terms.

Proposal Format

All submissions should be submitted via email in PDF format to jmeyers@cityofypsilanti.com, as well as a hard copy or USB drive sent to City of Ypsilanti, ATTN: Joe Meyers, 1 S. Huron, Ypsilanti, MI 48197.

Schedule for Review and Selection

The schedule for receipt and evaluation of proposals is anticipated to be as follows*:

- **RFQ posted, questions period:** May 4, 2020
- **Site Walkthrough** – May 19, 2020
- **FAQ posted to city website:** May 25, 2020 (if any questions received)
- **Deadline for proposals:** June 15, 2020
- **Evaluation period:** June 16 – June 30, 2020
- **Finalist team notified:** July 10, 2020
- **Finalist presentation to Ypsilanti City Council:** July 21, 2020

* Please note that the timeline may be altered based on the Covid-19 pandemic.

[Contact / Questions](#)

Questions may be directed to:

Joe Meyers
Economic Development Director, City of Ypsilanti
jmeyers@cityofypsilanti.com
734.482.9774
1 South Huron Street
Ypsilanti, MI 48197

Request for Developer Qualifications (RFQ)

Attachment A Community Benefits Ordinance

A Community Benefits Agreement is required between the City of Ypsilanti and a developer prior to Ypsilanti City Council's final approval of Public Support. City Council may grant preliminary approval of public support subject to the execution of a Community Benefits Agreement. Public support means a financial incentive of \$50,000 or more or the sale or lease of City or publicly-owned land for a price of at least \$10,000 below market value, as determined by the City Assessor. Section 30-527 of the Community Benefits Ordinance lays out the following procedure required for the development of Community Benefits Agreements for all Projects:

- The Department shall coordinate with the developer and interested Councilmembers to call and hold a community participation meeting, which shall be chaired by an interested Councilmember. The purpose of this meeting shall be to inform the community about the project and to allow the community to discuss potential community benefits. Particularly, the scope of the request for public support, the information discussed in Section 30-526 of this Division, and the provisions and procedures of this Article shall be shared with the Community.
- There shall be time at this meeting for those present to ask questions, discuss and identify among themselves potential community benefits, and recommend resident members for the ad-hoc committee discussed in Section 30-527(B) of this Division. Applications for appointment shall be made available for resident members of the ad-hoc committee discussed in Section 30-527(B) of this Division.
- The developer shall be present at this meeting to present information and answer questions. Notice of this meeting shall be provided as required by this Division no less than 30 days in advance. This meeting shall be subject to the Open Meetings Act and its records subject to the Freedom of Information Act. If this meeting is held on a weekday, it shall not begin prior to 6 p.m.

After the committee described in Section 30-527(B) of this Division is established, it shall meet at least twice within 60 days. The purpose of these meetings is to identify community benefits mutually agreed upon with the developer and make a recommendation to City Council. Within these 60 days, the committee shall provide a recommended Community Benefits Agreement for consideration by City Council. The developer may produce and deliver a response for consideration by City Council within 15 days of the issuance of the recommendation.

Upon the request of the committee or the developer, respectively, City Council may grant an extension to the deadlines described herein. The City Manager, in his or her sole discretion, may direct employees and departments of the City to review and report to the committee concerning specific aspects of a proposed Community Benefits Agreement. Likewise, the City Manager, in his or her sole discretion, may direct employees and departments of the City to review a recommended Community Benefits Agreement issued by the committee and report to City Council. Notice for meetings of the committee shall be provided as required by this Division no less than seven days in advance.

Sec. 30-528. After the procedures discussed in this Division, City Council shall hold a public hearing regarding the proposed Community Benefits Agreement no less than 15 days prior to its consideration by City Council.

Sec. 30-529. Notice of all meetings discussed in this Division shall be published according to Section 11.13 of the City Charter. In addition, such notice shall be sent by mail or personal delivery to all Registered Groups; the Developer; to all persons to whom real property is assessed within 300 feet of the property boundary of where the Project is located; and to the occupants of all structures within 300 feet of where the Project is located. If the name of an occupant is not known, the term "occupant" may be used in making notification. Notification need not be given to more than one occupant of a structure, except that if a structure contains more than one dwelling unit or spatial area owned or leased by different individuals, partnerships, businesses, or organizations, one occupant of each unit or special area shall receive notice. Such notice shall include the following:

- Description of the nature of the meeting. This description shall include a brief summary of the project and the public support requested, the relevant requirements and procedures of this Article, and the purpose for which the particular meeting is being held.
- A legal description or address of the property which the project is located.
- Statement of when and where the meeting will be held.
- Statement of when and where comments will be received.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler, Christopher Jacobs
DATE: March 17, 2020
SUBJECT: Maple Street Parking Lot Enforcement Agreement

DESCRIPTION:

Maple Street Parking Lot Enforcement Agreement

SUMMARY:

The Ypsilanti Downtown Development Authority (DDA), in light of increased parking demand in Depot Town and in alignment with the adopted Parking Study & Strategy (2019), has been looking at options for parking timing and enforcement of the Maple Street Lot, which is owned by the DDA. The City is poised to roll out parking kiosks, a mobile phone app, and enforcement in Depot Town and throughout the City in alignment with said Parking Study & Strategy. Furthermore, the City is desirous of constructing a passenger rail station west of the Maple Street lot, perhaps as early as 2022, which would result in a net reduction in the number of parking spaces in the lot. To that end, DDA staff and City staff have been discussing potential options for cooperation with regards to metering, enforcement, and capital investment.

The City and the DDA have estimated *approximate* ongoing costs for capital, for maintenance, and for enforcement.

- Lighting: \$800/year
- Snow removal: \$10,000/year (\$1000 per snow event and includes salt * 10 average snow falls per year)
- Mowing: \$2,400/year (\$200 per mow/edging, average 14 times/year)
- Parking enforcement officer: \$8600/year
- Capital "piggybank" for repairs and resurfacing: \$12,200-15,250/year (\$200-250/space/year)

Estimates for one-time capital costs include:

- Approximately \$12-15,000 for sidewalk to connect to sidewalk on south side of Maple
- Approximately \$14,000-15,000 for payment kiosk, signage, and installation

The City currently bears the cost for lighting, snow removal, and mowing, and staff suggests that we continue to bear those costs provided the cost can be covered. The City may also choose to extend enforcement coverage to this lot and align enforcement hours, priorities, and parking rates and policies to this lot. The maintenance and enforcement costs total approximately \$20,000 per year. The DDA is willing to "bank" for capital reinvestment and to pay the one-time capital costs associated with installing the needed infrastructure, approximately \$15,000 annually, and an additional \$30,000 up-front.

Both parties agree that due to the uncertainty with the timing of the passenger rail station and demand patterns associated with the redevelopment of the Thompson Block, the term of the agreement should be for one year initially, with an automatic renewal should neither party opt-out of renewal within 60 days. This short initial term allows for this contract to be a "starting point" for cooperation, should conditions vary significantly from expectations. An automatic renewal ensures consistency should the contract be found satisfactory.

In January 2020, the Ypsilanti Downtown Development Authority ("YDDA") voted to authorize up to \$30,000 for installation of kiosks, signage, and site improvements at the Maple Street Parking Lot in Depot Town.

This agreement provides that both the fee revenue from meters as well as the fine revenue be split 50/50 until the has received \$20,000, offsetting their expected costs. All additional revenue from meters and tickets received after the City recoups \$20,000 would go to the DDA. Accounts would be settled at fiscal year end, and regular meetings would be scheduled internally to track and verify costs/revenues.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Intergovernmental Agreement

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-068
March 17, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Ypsilanti Downtown Development Authority owns the Maple Street Parking Lot, a valuable part of parking infrastructure in Depot Town; and

WHEREAS, the City of Ypsilanti is implementing a new parking fee collection and enforcement strategy; and

WHEREAS, both parties are desirous of entering into an agreement to provide maintenance, parking fee collection, parking enforcement, and capital improvements within the lot;

WHEREAS, due to uncertain timelines regarding Amtrak service and shifting demand in the Depot Town area, the parties have agreed to an initial term of one year with one automatic renewal if not cancelled within 60 days of the initial term's conclusion;

NOW THEREFORE BE IT RESOLVED that the Ypsilanti City Council approve the Intergovernmental Agreement entitled Maple Street Lot Maintenance, Enforcement, and Capital Improvements, and authorize the Clerk and Mayor 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 17 day of March 2020

#Resolution No. 2020-068

Intergovernmental Agreement for Maple Street Parking Lot Maintenance, Enforcement, and Capital Improvements

The City of Ypsilanti (City), a Michigan Home Rule City, of 1 South Huron Street, Ypsilanti MI 48197 and the Ypsilanti Downtown Development Authority (DDA) of 1 South Huron Street, Ypsilanti, MI 48197 for the mutual promises and benefit of each enter into this Intergovernmental Agreement:

General Recitals

The DDA is a combination of several DDAs established by the City by ordinance. The DDA established several Tax Increment Financing (TIF) Districts and City approved the several TIF Plans. The DDA and City are interested in a new agreement and the parties are desirous of working together for the general greater benefit of the City and its Depot Town district.

The City has been providing snow removal services, lawn maintenance, and the cost of lighting the Maple Street Lot since its purchase in 1997. The City and the DDA now seek an agreement to reimburse the City for these expenses, in addition to the services of a parking enforcement officer. The parties desire to initiate this service arrangement beginning on April 1, 2020 for a term of one year. This agreement shall be renewed for one additional year unless the City or DDA chooses to opt out with 60 days' notice at any time.

The City and DDA are both vitally interested in ensuring the public has adequate use of and benefit from public parking assets; likewise, they have a fiscal responsibility to adequately plan for capital and maintenance costs. The goal of this agreement is to provide enough revenue between the parties to cover the costs incurred with maintaining the Maple Street Parking Lot, providing the initial improvements to regulate parking behavior, and providing enforcement services.

The parties agree:

1. City shall continue to provide snow removal services, lawn maintenance services, and lighting at the current level of service for the Maple Street Parking Lot.
2. The City shall additionally provide parking enforcement services in the Maple Street Lot.
 - a. All legal responsibility for the parking enforcement officer and actions of the enforcement officer shall be maintained by City and the City shall obtain and maintain liability insurance concerning parking enforcement activities.
 - b. The parties understand that all of the actual scheduling shall be at the discretion of YPD, and the parking enforcement officers may be assigned or called upon to different duties or patrol upon exigent circumstances.

- c. No member, officer, or employee of the DDA shall have any authority over parking enforcement activities and shall in no case give direction to said parking enforcement officers.
 - d. The City agrees to initially provide for 4-hour parking during the hours of 10am to 7pm, Monday through Saturday, in this lot. Any changes in this posted enforcement time will be done in consultation with the DDA and with their express consent.
 - e. Three spaces within the Maple Street Parking lot will be signed for handicap placard use upon completion of the sidewalk by the DDA.
3. The DDA will reimburse the City for procurement and installation of 1 multi-space meter consistent with those used elsewhere within the City, and the associated signage in order to properly regulate the Maple Street Lot. Installation and activation will be scheduled with the installation and activation of other Depot Town multi-space meters.
 4. The City shall provide the DDA with 50% of all parking related revenues, both fees and fines, associated with the Maple Street Parking Lot until the City has received \$20,000 in a given fiscal year. Once the City has received \$20,000, any revenue received will accrue to the DDA.
 5. The DDA will be responsible for resolving any property boundary questions that may affect fence relocation/installation and/or sidewalk installation necessary for accessibility to and from the Maple Street Parking Lot via its south entrance.
 6. The DDA will be responsible for installing a sidewalk connecting the Maple Street lot to the sidewalk network that meets all applicable standards of the City of Ypsilanti and the Americans with Disabilities Act, and other applicable standards. This installation will proceed with all due haste.
 7. Any prior agreements between the parties concerning the dedication of parking enforcement officers to the DDA area are hereby expressly revoked.
 8. Payments under this Intergovernmental Agreement shall be made by the City adjusting said amount from the budget appropriation for the DDA every fiscal year.
 9. The term of this Intergovernmental Agreement shall be for 1 year, commencing on the date executed by both parties or April 1, 2020, whichever is later. This agreement shall be renewed for one additional year unless the City or DDA chooses to opt out with 60 days' notice at any time.
 10. This Intergovernmental Agreement is to be performed in the City of Ypsilanti, Washtenaw County, Michigan and all legal venue shall exclusively lie therein.
 11. This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the undersigned have set their hands:

For the CITY OF YPSILANTI

Beth Bashert, Mayor

Date

Andrew Hellenga, Clerk

Date

For the YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY

Christopher Jacobs, Executive Director

Date



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: April 21, 2020
Resolution of Support to Authorize the Director of Public Services to Submit a Proposal for the 2020 Recycling and Organics Infrastructure Grant Program to Install Public Recycling Containers in City Parks and in the Downtown Areas.
SUBJECT:

DESCRIPTION:

Resolution of Support to Authorize the Director of Public Services to Submit a Proposal for the 2020 Recycling and Organics Infrastructure Grant Program to Install Public Recycling Containers in City Parks and in the Downtown Areas.

SUMMARY:

Early in 2020 the Michigan Department of Environment, Great Lakes, and Energy (EGLE) released a request for proposals seeking recycling infrastructure projects which work to increase the statewide recycling rate. The City of Ypsilanti is an eligible applicant for the grant and there are several types projects which are eligible under the grant program including public space infrastructure. At the December 10, 2019 City Council work study, City Council identified that its top recycling related priority was to provide public space recycling in the Downtowns and in City Parks and due to this we are planning on submitting a proposal which would cover approximately 80% of the cost of recycling containers and the purchase of a small dump truck.

The Department of Public Services is requesting a resolution of support from Council to authorize staff to submit a proposal to EGLE which would request funding for the purchase of a 10 Cubic Yard dump truck and 108 containers to be placed in the Downtowns and City Parks. There are a few additional items that I want to bring to Council's attention. The grant requires a 20% cash match in order to be eligible. We are estimating the total cost to purchase the vehicle and containers at approximately \$180,000. If we are selected the grant would require a match of approximately \$36,000. Additionally, and as we have previously discussed, one (1) additional full time Equipment Operator will be required to cover the additional duties of collecting recycling in the parks and downtown areas.

RECOMMENDED ACTION:

Staff recommends City Council authorize the Director of Public Services to submit a proposal for the 2020 recycling and organics infrastructure grant program to install public recycling containers in city parks and in the downtown areas.

ATTACHMENTS: RFP

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-085
April 21, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti City Council wishes to expand access to recycling and increase the City's recycling rate; and,

WHEREAS, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) is seeking proposals to provide matching grants to supplement efforts to increase the statewide recycling rate; and,

WHEREAS, the City of Ypsilanti is supportive of adding recycling receptacles in the City's downtown areas and parks; and,

WHEREAS, the City of Ypsilanti will make available a 20% match for the capital expenses associated with the grant proposal if the City is selected;

NOW THEREFORE BE IT RESOLVED THAT that the City Council of the City of Ypsilanti authorizes the Director of Public Services to submit a proposal for the 2020 recycling and organics infrastructure grant program to install public recycling containers in city parks and in the downtown areas.

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 21 day of April 2020

#Resolution No. 2020-085



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

REQUEST FOR PROPOSALS 2020 RECYCLING AND ORGANICS INFRASTRUCTURE GRANT PROGRAM

January 29, 2020 – April 28, 2020

Michigan.gov/MiRecycles



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I. GRANT INFORMATION

A. GRANT DESCRIPTION

In fiscal year (FY) 2020, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) will provide matching grants to supplement efforts to increase the statewide recycling rate.

Eligible Project types include but are not limited to:

- Recycling infrastructure projects
- Organics management infrastructure projects focused on food waste

B. GRANT OBJECTIVES

The 2017 Governor's Recycling Council Report and Recommendations identified a range of objectives to advance recycling in Michigan.

Project proposals must describe how the project aligns with the following objectives:

- Increase the statewide recycling rate.
- Increase collection and processing capacity of recyclable materials or food waste across Michigan.
- Increase access to recycling or food waste composting infrastructure across Michigan.
- Increase participation rates in recycling or food waste composting programs across Michigan.

C. ELIGIBLE AND INELIGIBLE APPLICANTS

Eligible applicants are non-profit organizations, tribal governments, public school districts, public universities/colleges, local health departments, regional planning agencies, cities, villages, townships, charter townships, counties, municipal solid waste authorities, and resource recovery authorities located in Michigan.

Funding or program partners may be for-profit organizations, but such entities are not eligible to receive grant funding or ownership of the items purchased through the grant. Grant applicants working with a funding or program partner must be actively involved with the implementation and operation of the proposed project. Grant applicants cannot act as a financial pass through for a for-profit entity.

Eligible applicants must be able to confirm the endpoint of materials collected or processed using items purchased with infrastructure grant dollars. It is expected that grant-funded infrastructure items will be deployed and utilized in a material management system where collected materials are directed to market for manufacture of new products and are not disposed.

D. ELIGIBLE RECYCLING AND ORGANICS INFRASTRUCTURE PROJECTS

Eligible infrastructure projects include, but are not limited to, the transition from bins to carts, public space recycling containers, creation or enhancement of public drop-off recycling, new or improved processing infrastructure, school recycling projects, collection vehicles, and multi-family recycling projects. Household hazardous waste projects and one-day collection events are not eligible for this grant.

- **Carts:** Wheeled, covered carts for existing or new curbside recycling or food waste collection programs. Grantees would be expected to contract for purchase, distribution, and servicing of curbside carts. Grant eligible expenses include cost of carts, shipping, assembly, and distribution. Metrics will include collection volume, participation, and/or access increase, which align with the priorities of the EGLE Recycling Program.
- **Collection Vehicles:** Recycling or food waste collection vehicle for new program or expansion of existing program. Grantee would be expected to purchase vehicle(s), establish routes, and train drivers. The grant eligible expense is the vehicle purchase. Metrics will include collection volume, participation, and/or access increases, which align with the priorities of the EGLE Recycling Program.
- **Drop-off Infrastructure:** Containers, signage, and other site improvements. Site improvements such as paving, lighting, cameras, and fencing must be tied to a project that significantly increases volume collected/processed or participation/access in order to be competitive. Grantee would be expected to purchase and install items, oversee any construction activities, contract for collection services, operate and maintain drop-off center. Grant eligible expenses include purchase of containers and signage, shipping, installation, and site improvements. Metrics will include collection volume, participation, and/or access increases, which align with the priorities of the EGLE Recycling Program.
- **Multi-Family infrastructure:** Indoor and outdoor containers, signage, and other associated site improvements. Grantee would be expected to purchase and install items, secure partnerships with property owners, contract for collection services (as applicable), and oversee construction activities. Grant eligible expenses may include recycling containers, signage, associated site improvements, shipping, and installation. Metrics will include collection volume, participation, and/or access increases, which align with the priorities of the EGLE Recycling Program.
- **Public Space Infrastructure:** Recycling or food waste bins for parks, schools, institutions, businesses, offices, events, etc. Grantees would be expected to purchase and install items, contract for collection services, secure partnerships with property owners, and provide minimal education elements. Grant eligible expenses may include dual waste and recycling containers ("twinning bins"), shipping, installation, and signage. Metrics will include collection volume, participation, and/or access increases, which align with the priorities of the EGLE Recycling Program.
- **Processing Infrastructure:** Equipment needed for processing recyclable materials or food waste and/or recovering or redistributing food waste. Grantees would be

expected to contract for design, purchase, and installation of items, train staff, operate and maintain equipment. Grant eligible expenses include design, purchase, and installation of equipment. Metrics will include increased processing capacity, which align with the priorities of the EGLE Recycling Program.

E. ELIGIBLE/INELIGIBLE GRANT ACTIVITIES

The following activities are eligible under the 2020 Recycling and Organics Infrastructure Grant Program; this list may not be exhaustive:

- Capital expense and associated installation and service costs that meet the objectives of the project.
- Site improvements such as paving, lighting, and fencing must be tied to a project that significantly increases volume collected/processed or participation/access in order to be competitive.
- Organics management infrastructure projects must focus primarily on food waste (not yard waste) and must result in a finished or partial compost product in order to be competitive.

The following activities are ineligible under the 2020 Recycling and Organics Infrastructure Grant Program; this list may not be exhaustive:

- Administer projects that are a part of a community's regulatory responsibility.
- Implement other activities deemed inappropriate under contract management standards.
- Lobby or directly influence legislative decision-making.
- Fund salaries or employ graduate students to complete the objectives listed above.
- Registrations, licenses or permits, fees, taxes, insurance, training costs, office equipment (including computers), indirect or overhead expenses, grant administration, staff expenses, household hazardous waste projects, one-day collection events, purchase of real property, etc.

F. FUNDING SOURCE AND GRANT AMOUNTS

The Recycling and Organics Infrastructure Grant program has up to \$3,000,000 available for grants in FY 2020. There are no requirements regarding minimum amount of funding that can be requested. The maximum amount of funding that can be requested per grant is \$1,000,000. Grantees are required to provide local matching funds at least equal to 20 percent of the total grant budget. Local match funding may be greater than 20 percent of the total grant budget (see the Budget Form for examples). Grantees may be offered partial funding. Grants will be paid through a reimbursement process. EGLE may add or subtract money from this grant program at its discretion.

In some cases, there will be ineligible costs that are required to implement the project. These costs must be listed separately as described in the budget section of the application.

The funding for this program is made available through the Renew Michigan Fund created in Act 281 of 1967, The Income Tax Act of 1967, as amended.

All grant and local matching funding may only be used for eligible items. Staff time, indirect costs and in-kind services are not eligible for a grant or local match funding. Grantee matching contributions may only be in dollars. Local match funding contributions can come from private, non-profit, foundation, municipal or other partners. Potential local match funding sources may include other grants, bond monies, loans, cash, public partnerships, public/private partnerships, etc.

All grant applicants must follow electronic submission and vendor registration requirements as requested by the program.

All applications must include an independent auditor's report from an independent certified public accountant documenting that the fiduciary applicant has undergone a comprehensive financial audit within the last 24 months. The independent auditor's report must include the dates and scope of the financial audit.

All grant applicants must register and enter program information, funded in part or whole with the Renew Michigan Fund, with the Michigan Recycling Directory.

The applicant must submit a complete application by April 28, 2020, as described below in the section titled "Required Application Components."

G. PROJECT PARTNERS

Grant applicants are encouraged to form partnerships to develop larger, regional projects that will result in greater impact on the statewide recycling rate. However, partnerships are not required, and a single entity may apply and be eligible for grant funds. Note that while partnerships are encouraged, no single entity may submit individually and be a part of another application.

H. ONLINE RESOURCES

Below are websites that provide useful information and resources to aid in the development of your grant proposal:

The Recycling Partnership:

- **Cart Implementation Guide**
- **Open Source Recycling Sign Templates**

Recycle Across America: bin labels and bin vendor recommendations

How to Recycle: packaging labels

Keep America Beautiful: public space and workplace recycling guides

I. SELECTION CRITERIA

The applicants will be selected based upon the criteria listed below:

- The project goals are clearly stated, and success is quantitatively defined.
- Within the project area, the proposal supports the grant objectives outlined above.
- The proposal contains a clear and well-developed project narrative, work-plan, timeline, and budget.
- The applicant has demonstrated an ability to collaborate and partner with other groups and organizations, as applicable; and has secured the necessary support and commitments to accomplish the objectives of the proposal.
- The grant recipient must be able to enter into a legal agreement with the State of Michigan, and must be in compliance and good standing with State's environmental department.
- Programs that currently provide or propose robust, continuing education programs with sustainable funding, particularly programs addressing contamination if applicable.
- Sustainable funding mechanisms for recycling or food waste programs.
- Programs with the largest projected increases in processing or collection capacity volume and/or access and participation.
- Programs with best supporting data for the projected increases described above.
- Grant purchases that support larger overall projects, such as larger geographic or population impact, larger total investment, and multiple partners or sectors.
- Additional local match funding beyond the required 20 percent match amount.

During the grant review process, applicants may be contacted for clarification and for the purpose of negotiating changes in project activities, timelines, and grant amounts, within the parameters outlined in the application instructions.

J. APPLICATION PROCESS AND EVALUATION CRITERIA

To be considered complete, an application must include all the components listed below, and the "Applicant Signatory" on the application cover sheet must be signed. Incomplete responses may result in a determination that the application is not eligible for funding.

a. Application Cover Sheet, Including Applicant Signature

Complete the application cover sheet form. The cover sheet will become page one of the application. Please number all pages consecutively.

b. Project Description

In no more than six pages, please provide the following information in the order it is listed below. Number the pages and attach them to the application cover sheet, which is page one of the application.

Description of current program:

- Clear and realistic project goals and objectives, including a description of how the proposed project's goals will increase the recycling rate in the project area.
- Description of current materials management program, including (if applicable):
 - Collection method (curbside, drop-off, all materials collected in the same container (single stream), separate containers for different materials (dual stream), source separated, etc.).
 - Volume of containers (in gallons or cubic yards).
 - Collection frequency (weekly, bi-weekly, drop-off, operating hours, etc.).
 - List of recyclable or organic materials collected.
 - Volume or tonnage of recycling currently collected each year (in tons or cubic yards). Provide explanation of calculation method or data source.
- Geographical area served, including population and/or number of households/units served, if known.
- Name and location of recycling processor, broker and/or end market, if known.
- Description of current education and outreach program.
- Description of existing community support and/or partners in the program.
- Description of existing operational funding sources such as user fees, millage, special assessments, or general funds, etc.

Description of planned project:

- Description of the planned recycling program, including the information listed below, if applicable. If the information will remain the same as described in the previous section, indicate "same as above".
- Description of the infrastructure item(s) to be purchased by the grant and how they will be used to either enhance an existing recycling program or start a new program.
- Collection method (curbside, drop-off, all materials collected in the same container (single stream), separate containers for different materials (dual stream), source separated, etc.).
- Volume of containers (in gallons or cubic yards).
- Collection frequency (weekly, bi-weekly, drop-off, operating hours, etc.).
- List of recyclable or organic materials to be collected.
- Name and location of recycling processor, broker and/or end market, if known.
- Description of projected increase based on the grant-funded project, as applicable. Provide explanation of calculation method or data source.
- Increase in recycling processing capacity volume or tonnage (in tons or cubic

yards).

- Increase in collection capacity volume or tonnage (in tons or cubic yards).
- Increase in access or participation.
- Increase in population and/or number of households/units served.
- Increase in geographical area to be served.
- Proposed qualitative and quantitative methods to measure and/or track increase, participation, and relevant metrics:
- Include proposed frequency of monitoring/measurement.
- Description of education and outreach associated with the grant project, if applicable. Grant applicants are encouraged to use **“Know It Before You Throw It”** education and outreach materials.
- Description of community support and/or partners for the grant project:
- Include any specific letters committing an amount of time, money, activities, or other specified resources for the planned program. This is particularly important for infrastructure purchases to support public space recycling or event recycling.
- Description of how the project will be sustained beyond the grant timeline, including a description of existing or proposed operational funding sources such as user fees, millage, special assessments, or general funds, etc., to be used.
- Describe how an evaluation of the project will be done, including how success will be defined and measured. A final report will be required, which must include any relevant and measurable data including previous and new diversion and/or participation rates (if known), lessons learned, and recommendations for future actions.
- Describe how evaluation results will be used and distributed, including any products that will result from the planned program.

c. Work Plan

In no more than three pages, please provide the following information presented by tasks (with sub-tasks as necessary). Include the name of the person who will be responsible for carrying out each task. Include any products and deliverables. Number the pages and attach them to the project description.

- Identify the tasks and responsible party for procurement of the infrastructure item(s) proposed in the application.
- Identify the tasks and responsible party for deployment and/or utilization of the infrastructure item(s) proposed in the application.
- Identify the tasks and party responsible for preparing quarterly progress reports and the final project report.

d. Timeline

In no more than two pages, please provide a timeline of activities, showing when each task described in the work plan will be started and completed. Number the pages and attach them to the work plan.

The following key dates should be considered as the timeline is developed:

- Reimbursement requests must be submitted by September 30, 2022.
- The final project report is due six months after the infrastructure item(s) have been purchased, installed and/or constructed, but no later than September 29, 2023.

e. Budget

In no more than three pages, complete the Application Budget Form and provide a narrative discussion, including the information below. Number the pages and attach them to the timeline.

- All costs identified in the Application Budget Form must be eligible grant costs.
- If applicable, include the Non-reimbursable Budget Form for costs above the total grant budget that are necessary to implement the project.
- Description of the infrastructure item(s) listed in the Application Budget Form. If possible, include a price quote for the item(s) to be purchased.
- Description of the source(s) of match funding to be used for the planned infrastructure purchase.

K. APPLICATION SUBMISSION INFORMATION

Proposals must be submitted electronically, in one PDF file that contains the complete grant application, to **EGLE-RecyclingGrant@Michigan.gov**. Proposals that are sent in more than one electronic file may be disqualified.

Proposals are due no later than 5:00 p.m., April 28, 2020.

Please indicate applicant name and "Recycling and Organics Infrastructure Grant" in e-mail subject line.

Each e-mail submission must be complete and will supersede any previous e-mail submissions. Please sign the cover page using blue ink and scan in color for each email submission.

Information provided in the application must be formatted to correspond with the application instructions. Headings responses must be consistent with the headings used in the instructions. Pages within the application must be consecutively numbered. The actual forms, or photocopies of the forms, as found in this application package, must be used. The Application and Budget Forms, are available online at this link **Michigan.gov/Documents/egle/FY20_Infrastructure_Grant_Application_Forms_683521_7.docx**

For applications to be complete, applicants must submit documentation of financial audit, and letters of commitment; letters of partnership or community support. Attachments may include price quote(s), photographs, baseline recovery rate substantiating information, and projected increase substantiating information.

L. APPLICATION REVIEW PROCESS

Deadline for submittal of applications is April 28, 2020.

Grantees will be notified of their funding status once EGLE's Director makes the final funding recommendations.

M. ASSISTANCE

For general inquiries regarding this RFP, please contact Erica Richard, Administrative Support Staff, Sustainability Section, Materials Management Division, EGLE, at 517-284-8337 or RichardE1@Michigan.gov

N. PROJECT CLARIFICATION/REVISIONS

During the grant review process, applicants may be contacted for clarification and for the purpose of negotiating changes in project activities, timetable, and grant amounts. EGLE reserves the right to award grants for amounts other than those requested and/or request changes to, or clarification of, the proposed work plan.

O. NON-DUPLICATIVE PROGRAMS

Funds from the 2020 Program cannot be used to supplant federal, state, or local financial commitments.

P. ACCEPTANCE OF PROPOSAL CONTENT

Successful applicants will be required to enter into a grant agreement with EGLE after accepting the grant award. A grant agreement consists of standard boilerplate language, the applicant's work plan, timetable, fleet sheet, and budget.

Successful applicants may be required to review the grant award agreement with EGLE staff prior to final agreement acceptance. The draft agreement boilerplate is attached to this RFP as Appendix B.

Failure of a successful applicant to accept the obligations outlined in the final agreement boilerplate may result in withdrawal or cancellation of the grant. EGLE reserves the right to offer partial funding for any grant proposal.

Q. CONFIDENTIALITY

All information and materials regarding this grant are subject to the Freedom of Information Act.

R. GRANT AGREEMENT REQUIREMENTS FOR APPROVED APPLICANTS

Successful applicants will be required to enter into a standard grant agreement with EGLE. Project costs incurred prior to entering into an agreement signed by both parties will not be reimbursed. There will be limited opportunities for negotiation prior to entry of a grant agreement. Opportunities to modify a signed agreement will also be limited.

Failure of a successful applicant to accept the obligations outlined in the standard agreement may result in withdrawal of the grant. EGLE reserves the right to offer partial funding for any approved applicants. If partial funding is offered to an approved applicant, the applicant will be required to provide the necessary matching funds needed to complete the project. The original application becomes part of the grant agreement, along with changes that may occur during contract negotiation. Additional requirements relevant to an individual project may be specified in the grant agreement. The grant agreement will stipulate a project period during which the project must be completed, and all expenditures must be made. Successful applicants (grantees) must be prepared to agree to the following minimum agreement conditions:

Grant reimbursements will be for up to 80 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. Reimbursement requests must be submitted by September 30, 2022. The final project report is due six months after the infrastructure item(s) have been purchased, installed, and/or constructed, but no later than September 29, 2023. Grantees must agree to supply data related to the project for up to five years from the project end date as requested by EGLE.

Grants are paid through a reimbursement process. All grantees will submit proof of payment (i.e., canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to EGLE proving that the vendor has been paid prior to receiving reimbursement from the grant program. Grantees will be reimbursed up to 80 percent of documented purchase expenditures, not to exceed the awarded grant amount. The remaining unreimbursed expenditures serve as the required match amount for the grant. Reimbursement may be requested quarterly in conjunction with required progress reports.

All education, outreach, and publicity products shall acknowledge that the project was supported in whole or in part by EGLE Recycling Grant Program. Where possible, these products should be printed double-sided on recycled content paper.

Agreement Boilerplate Language: See attached standard Grant Agreement language in Appendix A.

II. APPENDIX A

**Department of Environment, Great Lakes, and Energy
Recycling and Organics Infrastructure Grant Application Cover Sheet**

Applicant Name:	
Street Address:	
City/State/Zip/County:	
Mailing Address (if different from street address):	
City/State/Zip:	
Contact Person and Title:	
Contact Person's E-Mail Address:	
Contact Person's Telephone Number:	
Grant Amount Requested:	\$
Local Match Amount (must be equal to or greater than 20 percent of the total grant budget):	\$
Total Grant Budget:	\$
DUNS Number:	State Senator:
Federal Identification Number	State Representative:
Applicant Signature (application must be signed by the person accepting responsibility for the terms and conditions of the grant agreement if awarded): Print Name: _____ Signature: _____ Date: _____	

**Department of Environment, Great Lakes, and Energy
Material Management Infrastructure Grant Application Budget Form**

Applicant Name: _____				
Line Item No.	Budget Line Item Description	Quantity	Unit Price	Budget Amount
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Total Grant Budget				\$
Grant Amount Requested		Local Match Amount		Total Grant Budget
\$		\$		\$

The local match amount must equal at least 20 percent of the **total grant budget**. The local match amount can be greater than 20 percent of the total grant budget. The grant amount requested cannot exceed \$1,000,000.

For example, if the **total grant budget** is \$1,500,000, the grant amount requested can only be the maximum amount of \$1,000,000, and the local match amount would have to be \$500,000, which is greater than 20 percent of the **total grant budget**.

If the **total grant budget** is \$100,000, the local 20 percent match amount would have to be at least \$20,000.

Department of Environment, Great Lakes, and Energy
Materials Management Infrastructure NON-REIMBURSABLE Budget Form

Applicant Name: _____				
Line Item No.	Budget Line Item Description	Quantity	Unit Price	Budget Amount
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Total				\$
Note: These costs are NOT eligible for reimbursement under the Recycling and Organics Infrastructure Grant but are necessary to complete the project.				

EGLE

PROGRAM NAME GRANT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND GRANTEE NAME

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Division** ("State"), and **Name of Grantee** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to **[Name of Legislation, Year and Public Act No.]** Legislative appropriation of Funds for grant assistance is set forth in **[Year and Public Act No.]** This Agreement is subject to the terms and conditions specified herein.

Project Name: _____ Project #: _____
Amount of grant: \$ _____ % of grant state \$ _____ / % of grant federal _____
Amount of match: \$ _____ = _____ % PROJECT TOTAL: \$ _____ (grant plus match)
Start Date (date executed by EGLE): _____ End Date: _____
[unless alternate date specified]

GRANTEE CONTACT:

STATE'S CONTACT:

Name/Title

Organization

Address

Address

Telephone number

Fax number

E-mail address

Federal ID number – (Required for Federal Funding)

Grantee DUNS number - (Required for Federal Funding)

Name/Title

Division/Bureau/Office

Address

Address

Telephone number

Fax number

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR THE STATE:

Signature

Date

Name/Title

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page one. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page one. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page one. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide two copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by Recycling Grant Program, EGLE, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability

to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained and made available to the state upon request for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement,

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site, Sigma.Michigan.gov/webapp/PRDVSS2X1/AltSelfService.

(F) An amount equal to [5 percent of the grant award] will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page one of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page one, or the rules promulgated thereunder, or other applicable law or rules.

b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

III. PROJECT-SPECIFIC REQUIREMENTS – APPENDIX B

GRANT APPLICATION; PROJECT SCOPE

The scope of this project is outlined in the Grantee's approved Fiscal Year 2020 Recycling and Organics Infrastructure Grant Program Proposal, which is included in this grant agreement as part of this Appendix A, as well as any subsequent modifications to the original grant proposal as approved by the State.

GRANT REIMBURSEMENT PROCESS

Breakdown of project funds covered under this Agreement:

Grant Amount = \$XX,XXX
Matching Funds = \$XX,XXX
Total Grant Budget = \$XX,XXX

The total payment made to the Grantee by the State shall not exceed \$XX,XXX. Any additional costs associated with the project shall be the responsibility of the Grantee.

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 80 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due one year after the infrastructure item(s) have been purchased and/or constructed, but no later than September 29, 2023.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the vendor (such as canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods. Grantees will be reimbursed up to 80 percent of documented purchase expenditures, not to exceed the awarded grant amount. The remaining unreimbursed expenditures serve as the required match amount for the grant. Reimbursement forms will be available on the EGLE's Recycling Program website located at Michigan.gov/MiRecycles.

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the State during the Agreement Period.

QUARTERLY REPORTS

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 30, 2022. Supporting documentation must include proof of payment and proof of receipt of goods.

Quarterly progress and financial reports must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD

Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect and explain why. A description of tasks completed during the current period must still be included.

If any products were developed during the time period covered by the report, include a copy of the products with the report.

II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD

A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.

B. Additional project accomplishments not included in original project goals and objectives.

C. Project data: Provide any data collected during the current period, as described in the grant application incorporated with this contract. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN

A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD

A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations. If at any time the Grantee becomes aware that any materials collected or processed in association with grant purchases are being disposed, the Grantee must immediately notify EGLE and must document the issue in the next quarterly report. The Grantee must also submit for EGLE review the steps that will be taken to address the issue and the expected timeframe for resolution.

ADDITIONAL COMMENTS

A. Provide any additional comments relevant to the status of the project and its operations.

FINANCIAL DOCUMENTATION

A. Provide required documentation, including proof of payment and proof of receipt of goods, for funds expended during the reporting period.

FINAL PROJECT REPORT

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date. The final report is due one year after the infrastructure item(s) have been purchased and/or constructed, but no later than September 29, 2023. Retained funds will be forfeited by the Grantee if the final report is not accepted.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

I. PROJECT DESCRIPTION

A. Provide a description of the project funded.

Provide a 4-5 sentence summary of the project, including the following information, as applicable: description of item purchased and/or constructed, geographical area served, population and/or number of households/units served, volume of containers, collection frequency, collection method, list of recyclable or organic materials collected, name and location of recycling processor, increase in processing capacity, and description of how project will be sustained beyond the grant timeline. Include any news articles and/or photographs as appropriate. Include the date project operations began and a discussion of the current status of project operations.

B. List and explain the steps involved in completing the project, from planning

through implementation to ongoing operations. Include the dates of major project activities and events.

C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

II. PROJECT DATA

A. Diversion rate, participation rate, and geographical area.

(1) For the time period covered by this report, provide the quantity of recyclable or organic materials diverted, in tons or cubic yards /time period. Specify which recyclable or organic materials are included in this reported volume. Describe the methods for measuring these quantities.

(2) Provide diversion rates prior to the grant project, if known.

(3) For the time period covered by this report, provide information on the number of people and/or number of households/units served by the project. Describe the methods for measuring these numbers.

(4) Provide information on the number of people and/or number of households/units served prior to the grant project, if known.

(5) For the time period covered by this report, provide information on the geographical area served by the project.

(6) Provide previous information on the geographical area served by the program prior to the current grant project.

B. Education and Outreach Program. Provide the following information for all project related promotional activities which have occurred as a result of the project:

(1) Types of groups (audience) targeted.

(2) Types of promotional materials developed.

(3) Methods used to distribute information or materials.

(4) Planned/future educational efforts.

III. PROJECT COSTS

Provide the following information regarding additional costs required to implement the project:

- A. Provide the dollar amounts and a description of all additional program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.
- B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.
- C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.
- D. Describe the funding mechanisms utilized to operate and maintain the project activities.

IV. PROJECT EVALUATION

A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.

(1) If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.

(2) Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.

B. Discuss any project accomplishments not included in the project's original goals and objectives.

C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.

D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any

impact these problems had in project design, implementation, and/or ongoing operations.

E. Describe the most successful components of the project and explain why you think they are successful.

F. Describe the least successful components of the project and explain why you think they are not successful.

G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.

V. ADDITIONAL COMMENTS

A. Provide any additional information relevant to the status of the project and its operations.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State's contact at the following email address: **EGLE-RecyclingGrant@Michigan.gov**



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: April 21, 2020
2020 W. Cross Reconstruction Between Courtland and Wallace –
SUBJECT: Construction Engineering Services

DESCRIPTION:

2020 W. Cross Reconstruction Between Courtland and Wallace – Construction Engineering Services

SUMMARY:

The City of Ypsilanti has been awarded federal funds to perform a reconstruction project on W. Cross between Courtland and Wallace. The contract for this project has been awarded to C & D Hughes who is planning on starting the work in May. In order to proceed with the project, the City's contract Engineer OHM, has submitted a proposal to provide construction engineering services. These services include: Construction Administration Services, Survey Layout and Observation Services, Construction Engineering Services, and Geotechnical and Materials Testing. Greater detail as to what these services entail are listed in the attached proposal letter.

Construction engineering and administration are a typical component of a project and it acts as a quality control to the project ensuring that the work is completed properly. Additionally, because it is an MDOT funded project there are additional reporting requirements that are typically handled by OHM.

Projected Costs for the Project can be broken down as follows:

Construction

Total Construction Cost:	\$1,609,997.12
Total Participating Cost:	\$1,072,119.12
Federal Funding:	\$877,529.50
Local Match for Participating:	\$194,589.62
Total City Non-Participating:	\$20,335.00

Total YCUA Non-Participating: \$517,543.00

Total Estimated City Obligation (Not Including Engineering): \$214,924.62

Engineering

Design Engineering: \$120,000

Construction Engineering (Projected): \$165,000

Total Engineering Costs (Projected): \$285,000

Engineering Cost as a % of Construction Cost: 26.09%

RECOMMENDED ACTION:

Staff recommends City Council approve the proposal from OHM for construction engineering services for an amount not to exceed \$165,000.

ATTACHMENTS: Engineer Proposal Letter

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-086
April 21, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, funding has been programmed by both the Michigan Department of Transportation (MDOT) and the City to perform road reconstruction on W. Cross between Courtland and Wallace; and,

WHEREAS, a contract has been awarded to C & D Hughes to complete the road repairs; and,

WHEREAS, the City needs to have construction engineering services performed for this road project to ensure quality control measures; and,

WHEREAS, the City engineer OHM has prepared a proposal to provide such services;

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti approves the proposal from OHM for construction engineering services for an amount not to exceed \$165,000.

THAT the Mayor and City Clerk are authorized to sign this contract and any change orders, subject to approval by the City Attorney, to facilitate the completion of this work.

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
21 day of April 2020

#Resolution No. 2020-086

ARCHITECTS. ENGINEERS. PLANNERS.



March 19, 2020

Ron Akers, AICP
Director of Public Services
City of Ypsilanti
14 W. Forest Ave.
Ypsilanti, MI 48197

Subject: Proposal for Construction Phase Engineering Services
West Cross Road Reconstruction

Dear Mr. Akers:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for construction phase engineering services for West Cross Reconstruction project located in the City of Ypsilanti.

PROJECT UNDERSTANDING

OHM understands that this project consists of both road and utility improvements along West Cross between Courtland Street and Wallace Boulevard. Improvements will consist of full pavement reconstruction, drainage improvements, water main replacement, and pedestrian facilities. This project is a joint effort between Michigan Department of Transportation (MDOT), the City of Ypsilanti, and the Ypsilanti Community Utilities Authority (YCUA). It's further understood that OHM is being asked to perform construction services on behalf of the City of Ypsilanti for oversight of the road portion of the project and YCUA for the water main portion of the project. The timeline of services is based on the Progress Clause with an estimated start of May 4, 2020 and a project completion date of October 30, 2020.

SCOPE OF SERVICES

Contract Administration Services shall consist of the preparation of bi-weekly pay estimates based on quantities provided with the inspector daily reports to meet MDOT deadlines for payment purposes. MDOT's Field Manager software shall be used to track pay estimates and project pay quantities, materials used and testing results. Information tracked will be used in the resolution of claims and/or contract document interpretation along with reviews of project schedules to monitor compliance with deadlines. These services shall also include project closeout, consisting of final pay estimate preparation, obtaining closeout documents required from the contractor and a balancing change order reflecting all increases, decreases, credits and/or extras to the contract. The specific tasks included in construction administration include:

- ▼ Perform as the MDOT LAP Project Engineer for the Project consistent with the FHWA requirements and in accordance with the Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and other applicable references, guidelines, and/or procedures manuals.
- ▼ Provide an experienced certified office technician knowledgeable about all aspects of the Field Manager system, and procedures regarding project record documentation. Provide administrative support and computer equipment necessary to run Field Manager system. MDOT filing nomenclature and hierarchy must be followed.

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



- ▼ Arrange and conduct a preconstruction meeting and progress meetings required to carry out the services required by the City. Prepare and distribute minutes of all meetings.
- ▼ Attend (1) public meeting, if desired, and assist the City with providing notifications for the meeting. The meeting will include residents along impacted properties for the length of the project and immediate surrounding area.
- ▼ Provide appropriate coordination with local, state, and/or federal agencies, public, AAATA, utilities, local police, fire, emergency services, and the Public-School system(s), impacted by the Project.
- ▼ Notify the City immediately of any unanticipated conditions and any changes, extras, or adjustments to the contract before processing a Work Order and/or Recommendation.
- ▼ Resolve problems, issues, discrepancies, or other items brought to our attention by the Contractor or City. Provide written documentation of the resolution of such issues. Keep the City informed of all such issues.
- ▼ Represent the City as the Project Engineer on claims and time extensions of time requests filed on behalf of the Construction Contractor and/or Subcontractor on the Project against the City. OHM, in accordance with Section 104.10 of the 2012 Standard Specification, shall represent these claims for Construction and follow MDOT'S Written Claim Procedures in affect at the time the Construction Contractor files the claim.

Survey Layout during the construction phase shall consist of the required staking for line and elevation of specific contract items such as pavement replacement, curb and gutter replacement and storm sewer construction. Staking will be at a minimum of 50-foot intervals and includes the top of curb or edge of pavement grade only. Offset stakes will be discussed with the Contractor. Staking for water main will not be specifically included in this proposal but will be covered by OHM through a professional services agreement with YCUA.

- ▼ Witness existing curb and tie-in points where new bump-outs and cross walks will be constructed. This will include reviewing drainage pattern and creating a design sketch for each location.
- ▼ Provide staking for line and grade of curb installation, sidewalk and sidewalk ramp installation, and paving.

Observation Services shall consist of full-time observation of the work progress by the Contractor(s) on days when critical items of work are performed. Daily field reports (IDR's) will be prepared documenting pay item quantities and the general work progress for the day. OHM will answer residents' questions and attempt to resolve complaints on a daily basis during the course of construction. OHM will also interact with the Contractor's supervisory personnel to notify them when work is unacceptable and in need of correction, or removal and replacement of specific work elements if the situation warrants. The specific tasks include:

- ▼ Perform observations for the Project consistent with the MDOT'S practice and in accordance with the Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and any and all other applicable references, guidelines, and/or procedures manuals. OHM will assign technicians to this Project to perform the required services. Personnel performing inspection and testing on bituminous, portland cement, aggregate or for density will have the appropriate certification level for the inspection and testing that is being performed.
- ▼ Keep daily diaries, sketches, logs, and records consistent with City/MDOT practices as may be needed to record the Contractor's progress. Notify the Project Engineer of any anticipated Contractor's requests for extensions of time.



- ▼ Provide observation of all Contractor field construction work, provide quality control, and confirm substantial conformance with the Specifications, Plans, and Proposal. Arrange for non-compliant work to be made whole by the Contractor or to find the non-compliance work acceptable to the City.
- ▼ Complete a final inspection of all work, or such portions thereof eligible for acceptance, after notification by the Contractor that the work is completed or after OHM'S records show the work is completed. The final inspection shall include notifying the Contractor in writing of defects to be remedied if work is not acceptable.
- ▼ Confirm the work has been performed in accordance with the plans and specifications, or such modifications, and recommend acceptance of the Project. Invite the City and appropriate MDOT personnel, to participate in the final walk-through.

Construction Engineering Services shall consist of the supervision of the construction inspection staff to provide appropriate project staffing and project documentation. The specific tasks include:

- ▼ Shop drawing review.
- ▼ Resolution of construction issues/problems which may arise, review and recommendations to the City regarding claims from the contractor(s) including preparation of change orders if required, complaint resolution, review of project progress for compliance with approved schedule and recommendations to the City for penalties and/or changes in the time of completion of projects.
- ▼ OHM shall coordinate the efforts of materials testing by G2 Consulting Group and review materials testing reports to check for compliance with contract documents and make appropriate recommendations (when needed) to the City.
- ▼ OHM will develop and coordinate with the City, draft letters to the area businesses and residents at the start of construction and, when needed, send out letters when there are changes in construction sequences or schedule. Letters shall be mailed by the City.
- ▼ Perform required Davis Bacon Wage Rate interviews (Form 1156).
- ▼ Coordination with MDOT as needed to comply with MDOT and Federal aid process.
- ▼ Provide input and support at the final MDOT audit of the construction file.
- ▼ Measure, compute quantities, and provide appropriate documentation of materials incorporated in work items. Maintain an item history using the most current version of Field Manager as required by MDOT.
- ▼ Track failed material tests and notify the Contractor on a bi-weekly basis.
- ▼ Prepare reports and records as required by the MDOT, such as:
 - i. Inspector's Daily Reports,
 - ii. Work Orders,
 - iii. Construction Item and Tested Material Records using Field Manager,
 - iv. Transfer of Tested Materials,
 - v. Monthly Report on Material Inspection,
 - vi. Moisture and Density Determination Reports (Form 582B & A),
 - vii. Inspector's Report of Concrete Placed (Form 1174R & S),



- viii. NPDES Storm water Operator Reports (Form 1126),
 - ix. Prevailing Wage using LCP Tracker,
 - x. Construction Estimate Bi-Weekly Report,
 - xi. Force Accounts,
 - xii. Contract Modifications (Recommendations and Authorizations),
 - xiii. Extension of Time and Liquidated Damages,
 - xiv. Contractor Performance Evaluations,
 - xv. Reduction in Reserve, and
 - xvi. Other records and/or reports as required for the individual Project by the City and/or as required by Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and any and all other applicable references, guidelines, and/or procedures manuals.
- ▼ Review, process, and/or approve construction Contractor submittal of records and reports required by the MDOT as applicable to the Project, which as a minimum include:
 - i. Working Drawings,
 - ii. Weekly Employment Reports and Certified Payrolls,
 - iii. Contractor's claims for additional compensation and extension(s) of time, and
 - iv. Other reports and records as required for the Project by the City.
 - ▼ Field measure applicable items of work. Prepare final summaries for applicable items of work.
 - ▼ Participate in and resolve items determined to be insufficient during MDOTS review(s) of project records and/or during the Project Engineer Certification Process prior to submitting the Final Estimate. Within 45 calendar days of the actual project completion date, the project records shall be ready for the Final Records Review.
 - ▼ Prepare and submit the Final Estimate, Final Quantity Sheets, Final Marked As-Constructed Plans, and the Design/Construction Package Evaluation (Form 285-2). The Final Estimate Package shall be submitted to the City within 30 days of the Final Records Review.

Geotechnical and Materials Testing is included and will be performed by G2 Consulting. Material testing will include testing of materials in accordance with MDOT requirements.

FEE SCHEDULE

OHM Advisors proposes to provide the above outlined professional services on an hourly – not to exceed basis, in accordance with our continuing services agreement between the City and OHM. Invoices will be sent monthly as work is performed:

Professional Construction Services	\$150,800
<u>Geotechnical and Materials Testing (by G2)</u>	<u>\$ 14,200</u>
TOTAL	\$165,000 (Hourly – Not to Exceed)



ADDITIONAL SERVICES

OHM will be pleased to provide any of the following additional services for this project on a time and material basis. A separate proposal would be provided for such services.

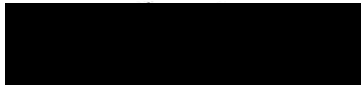
- ▼ Record Drawing Preparation
- ▼ Storm sewer GIS updates
- ▼ Additional geotechnical services
- ▼ Additional construction staking and layout
- ▼ Any other requested meetings or services not specifically described in this scope of work

AUTHORIZATION

If you find this proposal acceptable, please provide us authorization to proceed by signing the proposal below and returning it to us. We appreciate the opportunity to provide you with this proposal. Please feel free to contact us if you have any questions or need any additional information at (734) 522-6711.

Sincerely,

OHM Advisors



Kent Early, P.E.
Vice President

cc: Frances McMullan, City Manager; file
Jessica Katers, PE, OHM Advisors

Accepted for City of Ypsilanti

(Signature)

(Printed Name)

(Title)

(Date)



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: April 21, 2020
SUBJECT: Request for personal protection equipment (PPE) for city residents

DESCRIPTION:

Request for personal protection equipment (PPE) for city residents

SUMMARY:

The world is presently experiencing a pandemic because of the spread of the COVID 19 virus. The virus apparently spreads very easily between people. Various government authorities, including the Governor of the State of Michigan by several Executive Orders, have recommended safety precautions, including by most that non-essential businesses close, that people avoid unnecessary travel, shelter at home, wash their hands frequently, use hand sanitizer often, frequently clean often touched surfaces, wear protective equipment including gloves and masks and as far as possible work at home.

The COVID 19 virus has affected the City of Ypsilanti and the Ypsilanti 48197-48198 area particularly hard. In addition, the affected area is economically distressed and lacks a large supply of retail establishments selling protective medical equipment. In addition, the few suppliers available have short supply of needed items.

The City Manager working with the Mayor and Council has devised a plan to provide residents of the City with a supply of critical personal protection equipment (PPE) and is requesting up to \$50,000 to purchase and provide to the citizens of the city.

A proposed resolution is attached.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-087
April 21, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death, and

WHEREAS, it is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person and there is currently no approved vaccine or antiviral treatment for this disease, and

WHEREAS, the virus has spread across Michigan, bringing deaths in the hundreds, confirmed cases in the thousands, and deep disruption to this state's economy, homes, and educational, civic, social, and religious institutions, and

WHEREAS, 44% of the cases of COVID-19 occurring in Washtenaw County are residents of the 48197-48198 zip code, and

WHEREAS, the COVID-19 pandemic has disproportionately impacted minorities living within this community, and

WHEREAS, personal protection equipment (PPEs) are costly, and many residents are without work as a result of the pandemic, and

WHEREAS, providing equipment to those unable to afford PPEs will greatly reduce the risk of transmission in Eastern Washtenaw County, and

WHEREAS, the City of Ypsilanti City Council, in light of the COVID 19 pandemic health crisis, and to help suppress the spread of COVID-19 and protect the residents of the City of Ypsilanti, and the region, and

WHEREAS, Pursuant to the police power granted by the Ypsilanti City Charter Section 1.01 and the Michigan Home Rule Cities Act section 117.3j and

#Resolution No. 2020-087

117.4i, and the Michigan Supreme Court in Hays v City of Kalamazoo, 316 Mich 443, 453-454 (1947)),

BE IT RESOLVED THAT The Ypsilanti City Manager is hereby authorized to purchase and provide personal protection equipment (PPE) to aid all the residents of the City of Ypsilanti to stop or delay the spread of COVID-19 in the community, and the sum of not to exceed \$50,000 is hereby authorized and appropriated.

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 21 day of April 2020

#Resolution No. 2020-087



**Barr,
Anhut &
Associates, P.C.**
ATTORNEYS AT LAW

105 Pearl Street
Ypsilanti, MI 48197
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Fax (734) 483-3871
www.barrlawfirm.com
e-mail: jbarr@barrlawfirm.com

John M. Barr
Karl A. Barr

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

MEMORANDUM

To: Frances McMullan, Ypsilanti City Manager
From: John M. Barr, Ypsilanti City Attorney
Date: March 20, 2020
Re: City providing sanitary and health equipment to residents

You have requested my legal opinion as to whether the City may provide sanitary gloves and masks to City residents to help protect them from the current world-wide COVID-19 pandemic.

My opinion is yes, the City may provide sanitary and health supplies to the City residents to help and protect their health and welfare.

I am of the opinion that in this Covid-19 pandemic crisis time it would be a proper expenditure of city funds if the City Council decided to help protect the health all the citizens of the City by making available to all residents protective equipment such as masks and gloves. Authority can be found in the Ypsilanti City Charter section 1.01 and the Home Rule City Act (HRCA) in section 117.3j. providing that a City may expend funds for the protection of health for: "(j) The public peace and health and for the safety of persons and property. In providing for the public peace, health, and safety, a city may expend funds or enter into contracts with a private organization, the federal or state government, a county, village, or township, or another city for services considered necessary by the legislative body. This power is also expressed in the HRCA section 117.4i.

The Michigan Supreme Court in the case of Hays v City of Kalamazoo, 316 Mich 443, 453-454 1947 ruled that expenditure for a public purpose must be for all residents.



Resolution No. 2020-088
April 21, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS the City Council of the City of Ypsilanti would like to help our residents to fight the spread of COVID-19 by purchasing Personal Protective Equipment(PPE) supplies in the amount of \$50,000

WHEREAS this expenditure was not originally appropriated in our FY 19-20 budget and would need a budget amendment in our line item 101-7-1010-728-00 to be able to purchase the PPE

NOW, THEREFORE, BE IT RESOLVED that the City of Council approve the budget amendment and purchase \$50,000 for PPE's

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 21 day of April 2020

#Resolution No. 2020-088

ORGANIZATIONAL VALUES

Three fundamental values continue to underlie our work together on behalf of the citizens of and visitors to the City of Ypsilanti.

1. Open, transparent and accessible decision-making

We are committed to openness and transparency in our decision-making to ensure that information is available and accessible to the public utilizing technology in order to provide opportunities for public engagement and participation.

2. Fiscal solvency and sustainability

We are committed to ensuring the long-term financial stability and sustainability of the City, and maximizing economic development while maintaining effective city services and sound infrastructure.

3. Customer Friendly Service

We are committed to providing customer friendly services to residents and visitors to ensure that service processes are effective and efficient.

PROPOSED FY 2020-2021 GOALS

1. Focus on Community Engagement

A. Communication and Engagement

- Develop and implement comprehensive communication plan including updated website
- Provide community entertainment - Amphitheater in Frog Island
- Utilize Freighthouse as community asset

B. Public Safety

- Implement Community Policing Philosophy to enhance safety of all residents, businesses, and visitors
- Create Mental Health Response Team which includes the addition of a YPD social worker to provide support and crisis intervention

2. Become a Sustainable City

- Increase recycling efforts
- Elimination or reduction of Iron Mountain usage
- Digitize financial records
- Utilize alternative fuel vehicles where possible and reduce greenhouse gas emissions
- Redevelop vacant sites (i.e. Water St.) and buildings (i.e. Angstrom), etc.
- Attain Carbon Neutrality status

3. Improve Internal and External Workflow

4. Promote Diversity and Inclusion in policies, staffing and recruitment

GENERAL FUND DISCRETIONARY SPENDING WORKSHEET
FY 19-20, 20-21 AND 21-22

*PRECOVID BUDGET is the Management Approved budget before the pandemic event. Listed Expenditures on the budget are changes that is more than \$5,000 from the previous years budget. Expenditures are categorized as Recurring Expenditure for operating expenses and Non-Recurring for transfers made to the Capital Improvement Fund.
 **COVID RESPONSE BUDGET was created to make adjustments in response to the pandemic. Revenues listed are projected decreases to our collections while Expenditures listed are budget eliminations to alleviate potential impact of COVID to our General Fund.
 ***PROJECTED SURPLUS/(DEFICIT) is the projected result of operation
 ****ENDING FUND BALANCE is the projected FUND BALANCE after the FY. Our Beginning Fund Balance for 2019 -2020 \$7,358,960.

DESCRIPTION	*PRECOVID BUDGET			**COVID RESPONSE BUDGET			Notes
	AMENDED BUDGET 19-20	ORIGINAL BUDGET 20-21	ORIGINAL BUDGET 21-22	AMENDED BUDGET 19-20	ORIGINAL BUDGET 20-21	ORIGINAL BUDGET 21-22	
REVENUES							
Property Tax							Could be impacted by 21-22 FY based on 2008 recession experience
State Revenue Sharing				(120,000)			Lower sales tax collection from the State(10% Decrease)
Parking Meter				(37,000)			No Collection from March to April
Parking Ticket				(53,000)			No Collection April and Partial for March
Ordinance and Fines				(12,000)			No Collection from March to April
Property Abatement Fees				(1,500)			No Collection from March to April
RECURRING EXPENDITURES							
City Manager							
Motorpool Rental		(7,400.00)	(7,400.00)				New Vehicle Rental
Human Resources							
Conference and Workshop		(8,500.00)	(8,500.00)				Training for Employees
Employee Tuition Reimbursement Program		(30,000.00)	(30,000.00)		30,000	30,000	EE Tuition Reimbursement
Police Department							
Full Time Records Clerk		(39,971.97)	(40,771.41)		39,972	40,771	From PT to FT
Police Gear		(11,000.00)					Flashlights and other gear
Motorpool Rental		(65,000.00)	(65,000.00)				Increase rental to pay Capital and Operating
Fire Department							
Motorpool Rental		(60,000.00)	(60,000.00)				Increase rental to pay Capital and Operating
Building Department							
Full Time Building Secretary		(39,971.97)	(40,771.41)		39,972	40,771	From PT to FT
Office Supplies		(7,000.00)	(7,000.00)		7,000	7,000	New Furnitures
Motorpool Rental		(7,000.00)	(7,000.00)				Increase rental to pay Capital and Operating
DPS Parks							
Motorpool Rental		(30,000.00)	(30,000.00)				Increase rental to pay Capital and Operating
DPS Equipment Operator(37%)		(32,331.86)	(32,978.50)				New Employee
DPS Equipment Operator(37%)		(32,331.86)	(32,978.50)		32,332	32,978	Not Recommended
DPS Equipment Operator(37%)			(32,978.50)		-	32,978	Not Recommended
Planning							
Personnel Increase for Freighthouse				(1,256)	(36,656)	(36,656)	Freighthouse Employees
NON-RECURRING EXPENDITURES							
1. 3rd Floor Remodel		(40,000.00)	0.00		40,000		
2. Amtrak Train Stop		0.00	(1,529,000.00)			1,529,000	No Grant Funding Available
3. Axon Body Cameras		(15,108.00)	(15,108.00)				
4. DPS Aggregate Material Stall		(30,000.00)	0.00		30,000		Pushed Back
5. DPS Garage Bay Exhaust Venting		(25,000.00)	0.00			25,000	
6. DPS Garage Bay Fire Suppression		(60,000.00)	0.00			60,000	
7. DPS Hydraulic Hoist Installation		(115,000.00)	0.00			115,000	
8. DPS North Pole Barn Concrete Barn		(40,000.00)	0.00			40,000	
9. DPS office - breakroom reno		(25,000.00)	0.00			25,000	
10. DPS Paved Parking + ADA space		0.00	(50,000.00)				can be pushed back
11. DPS Propane Filling Station		(60,000.00)	0.00				council directed
12. DPS Workout area		(20,000.00)	0.00			20,000	
13. DSS Logger		(4,500.00)	(4,500.00)				
14. Emergency Notification System		(10,000.00)	0.00				
15. In Car Camera System		0.00	(10,000.00)				
16. IT Hardware		(50,000.00)	0.00				can be upto \$400,000

DESCRIPTION	*PRECOVID BUDGET			**COVID RESPONSE BUDGET			Notes
	AMENDED BUDGET 19-20	ORIGINAL BUDGET 20-21	ORIGINAL BUDGET 21-22	AMENDED BUDGET 19-20	ORIGINAL BUDGET 20-21	ORIGINAL BUDGET 21-22	
17. Live Scan Fingerprinting		(18,000.00)	0.00				
18. Peninsular Dam Removal		0.00	0.00				
19. Senior Center Classroom Addition		0.00	0.00				
20. Senior Center Electrical & HVAC		(40,000.00)	0.00		40,000		
21. Senior Center Ventilation & Fire Suppression		(10,000.00)	0.00		10,000		
22. Source Capture Exhaust System		(10,000.00)	0.00		10,000		
23. Tablets & software for Building & Code enforcement		(20,000.00)	0.00		20,000		
24. Treasury Camera		0.00	(10,000.00)			10,000	
25. YFD HVAC		(35,000.00)	0.00		35,000		
26. YFD Office/Building Maintenance		(20,000.00)	0.00		20,000		Pushed Back
27. Parking Capital				(160,000)			New Parking Equipment
PROJECTED SURPLUS/(SHORTFALL)	283,141.00	(759,782.00)	(1,788,056.00)	(101,614.92)	(157,161.69)	(101,211.68)	
ENDING FUND BALANCE	7,642,101.00	6,882,319.00	5,094,263.00	7,257,345.08	7,100,183.39	6,998,971.71	

Fund	Fund Name	Potential Impact
101	General Fund	1. Property Taxable Values might decrease resulting to lower property tax collection 2. State Revenue Sharing decrease due to lower sales taxes 3. Increase in General Fund contribution to OPEB Benefits due to a decline in Investment assets
202	Major Street	1. Decrease in Act 51 Street Funding due to lower gax tax collection
203	Local Street	1. Decrease in Act 51 Street Funding due to lower gax tax collection
205	Public Safety Fund	1. Lower share in the Public Safety Millage due to a lower Property Tax Values
226	Garbage Fund	1. Property Taxable Values might decrease resulting to lower property tax collection
732	Fire and Police Pension	1. Increase in Annual Required Contribution due to lower Investment Market Values. 2. Increase in Fire and Police Pension Tax Millage
736	Other Pension Benefits	1. Increase in Annual Required Contribution due to lower Investment Market Values. 2. Increase in Fire and Police Pension Tax Millage 3. Increase in Recquired contribution from the General Fund

EMPLOYEE HEADCOUNT

Department Code	Department Name	2019-2020	2020-2021	Change	2021-2022	Change
101-1010	City Council	7	7	0	7	0
101-1720	City Manager	2	2	0	2	0
101-1910	Finance	4.5	4.5	0	4.5	0
101-2150	Clerk	2.75	2.75	0	2.75	0
101-2530	Treasury	1.5	1.5	0	1.5	0
101-2621	Election	0.5	0.5	0	0.5	0
101-2700	Human Resource	2	2	0	2	0
101-3050	Police Administration	3.5	4	0.5	4	0
101-3070	Police Enforcement	30	30	0	30	0
101-3070	Crossing Guards	1.25	1.25	0	1.25	0
101-3110	Parking Enforcement	3	0	-3	0	0
101-3370	Fire Administration	3	3	0	3	0
101-3380	Fire SAFER Grant	4	4	0	4	0
101-3390	Fire Suppresion	17	17	0	17	0
101-3710	Buidling	4.5	5	0.5	5	0
101-3720	Code Enforcement	2	2	0	2	0
101-3730	Administrative Hearing Bureau	1	1	0	1	0
101-4410	DPS Operations	20.5	23.5	3	24.5	1
101-7210	Planning	5	5	0	5	0
101-7510	Senior Center	1	1	0	1	0
101-7520	Parkridge Center	1	1	0	1	0
101-7530	Community Pool	3	3	0	3	0
514-3110	Parking **		3	3	3	0
Grand Total		120	124	4	125	1

FY 2020-2021

Police Department's Records Clerk will be changed from part-time to full time
 Building Department Secretary will be changed from part-time to full time
 Parking Enforcement will be moved from General Fund to Parking Fund
 DPS will increase 3 positions for Equipment Operators

FY 2021-2022

DPS will increase 1 position for Equipment Operator

**CAPITAL IMPROVEMENT
FY 2020-2029**

***If expenditure exceeds revenue, the project will be subsidized by Fund Balance**

DETAIL	Expense Account	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29
202-MAJOR STREET ROAD PROJECTS										
DPS										
Mandatory										
Bridge - Cross Street										
REVENUE	FUND BALANCE 202	0	(600,000)	(5,400,000)	0	0	0	0	0	0
EXPENDITURE	202-7-9071-818-00	0	600,000	5,400,000	0	0	0	0	0	0
Bridge - Forest St										
REVENUE	FUND BALANCE 202	0	(1,100,000)	0	0	0	0	0	0	0
EXPENDITURE	202-7-9071-818-00	0	1,100,000	0	0	0	0	0	0	0
Risk avoidance										
Roads - Cornell (Kingwood to HRD)										
REVENUE	FHWA	0	0	0	0	0	(1,088,000)	0	0	0
	FUND BALANCE 202	0	0	0	0	0	(272,000)	0	0	0
EXPENDITURE	202-7-9067-818-00	0	0	0	0	0	1,360,000	0	0	0
Roads - Harriet (First to Hawkins)										
REVENUE	FHWA	0	0	0	0	(700,000)	0	0	0	0
	FUND BALANCE 202	0	0	0	0	(219,000)	0	0	0	0
EXPENDITURE	202-7-9067-818-00	0	0	0	0	919,000	0	0	0	0
Roads - Harriet (Hawkins to Huron)										
REVENUE	FEDERAL GRANT	0	0	0	0	0	0	(474,000)	0	0
	FUND BALANCE 202	0	0	0	0	0	0	(158,000)	0	0
EXPENDITURE	202-7-9074-818-00	0	0	0	0	0	0	632,000	0	0
Roads - Huron River Drive (Cornell to LeForge)										
REVENUE	FHWA	0	0	0	(2,062,000)	0	0	0	0	0
	FUND BALANCE 202	0	0	0	(1,160,000)	0	0	0	0	0
EXPENDITURE	202-7-9067-818-00	0	0	0	3,222,000	0	0	0	0	0
Roads - Minor Streets Crack Sealing										
REVENUE	FUND BALANCE 202	(35,000)	(35,000)	(35,000)	(35,000)	(35,000)	(35,000)	(35,000)	(35,000)	(35,000)
EXPENDITURE	202-7-9072-818-00	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
Roads - N Washington (W Cross to Emmet)										
REVENUE	202-4-9062-580-00	0	0	(99,200)	0	0	0	0	0	0
EXPENDITURE	202-7-9062-975-02	0	0	99,200	0	0	0	0	0	0
Roads - Oakwood (Sherman to Congress)										
REVENUE	202-4-9062-580-00	0	(125,000)	0	0	0	0	0	0	0
	FUND BALANCE 202	0	(86,200)	0	0	0	0	0	0	0

EXPENDITURE	202-7-9062-818-00	0	211,200	0	0	0	0	0	0	0
Roads - S Adams (Michigan to Catherine)										
REVENUE	202-4-9062-580-00	0	0	0	0	(250,000)	0	0	0	0
	FUND BALANCE 202	0	0	0	0	(44,400)	0	0	0	0
EXPENDITURE	202-7-9062-818-00	0	0	0	0	294,400	0	0	0	0
Roads - TBD										
REVENUE	202-4-9062-580-00	(200,000)	0	0	0	0	0	0	0	0
EXPENDITURE	202-7-9062-975-02	200,000	0	0	0	0	0	0	0	0
Roads - W Cross (Courtland to Wallace)										
REVENUE	FUND BALANCE 202	(280,000)	0	0	0	0	0	0	0	0
	202-4-9071-580-00	(1,105,000)	0	0	0	0	0	0	0	0
EXPENDITURE	202-7-9071-818-00	1,385,000	0	0	0	0	0	0	0	0
DPS Total		0	0	0	0	0	0	0	0	0
202-MAJOR STREET ROAD PROJECTS Total		0	0	0	0	0	0	0	0	0

203-Local Street										
DPS										
Risk avoidance										
Roads - Major Streets Cracksealing										
REVENUE	FUND BALANCE 203	(35,000)	(35,000)	(35,000)	(35,000)	(35,000)	(35,000)	(35,000)	(35,000)	(35,000)
EXPENDITURE	203-7-9072-818-00	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
DPS Total		0	0	0	0	0	0	0	0	0
203-Local Street Total		0	0	0	0	0	0	0	0	0

226-GARBAGE AND RUBBISH CAPITAL										
DPS										
Strategic										
Recycling - Carts										
REVENUE	226-4-5281-580-00	(60,000)	(60,000)	0	0	0	0	0	0	0
EXPENDITURE	226-7-5281-987-10	60,000	60,000	0	0	0	0	0	0	0
DPS Total		0	0	0	0	0	0	0	0	0
226-GARBAGE AND RUBBISH CAPITAL Total		0	0	0	0	0	0	0	0	0

414-CAPITAL IMPROVEMENT FUND										
CED										
Strategic										
3rd Floor Remodel										
REVENUE	414-4-0000-699-01	(40,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-2652-970-02	40,000	0	0	0	0	0	0	0	0
Tablets & software for Building & Code enforcement										
REVENUE	414-4-0000-699-01	(20,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-9370-987-60	20,000	0	0	0	0	0	0	0	0
CED Total		0	0	0	0	0	0	0	0	0
DPS										
Mandatory										
DPS Garage Bay Fire Suppression										
REVENUE	414-4-0000-699-01	(60,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-2652-970-03	60,000	0	0	0	0	0	0	0	0
Risk avoidance										
DPS Garage Bay Exhaust Venting										
REVENUE	414-4-0000-699-01	(25,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-2652-970-03	25,000	0	0	0	0	0	0	0	0
DPS North Pole Barn Concrete Barn										
REVENUE	414-4-0000-699-01	(40,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-2652-970-03	40,000	0	0	0	0	0	0	0	0
DPS Workout area										
REVENUE	414-4-0000-699-01	(20,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-2652-970-03	20,000	0	0	0	0	0	0	0	0
Parks - Capital Projects										
REVENUE	414-4-7510-699-00	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)	0	0	0
EXPENDITURE	414-7-7510-818-00	125,000	125,000	125,000	125,000	125,000	125,000	0	0	0
Strategic										
DPS Aggregate Material Stall										
REVENUE	414-4-0000-699-01	(30,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-2652-970-03	30,000	0	0	0	0	0	0	0	0
DPS Hydraulic Hoist Installation										
REVENUE	414-4-0000-699-01	(115,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-2652-970-03	115,000	0	0	0	0	0	0	0	0
DPS office - breakroom reno										
REVENUE	414-4-0000-699-01	(25,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-2652-970-03	25,000	0	0	0	0	0	0	0	0
DPS Paved Parking + ADA space										
REVENUE	414-4-0000-699-01	0	(50,000)	0	0	0	0	0	0	0

EXPENDITURE	414-7-2652-970-03	0	50,000	0	0	0	0	0	0	0
DPS Propane Filling Station										
REVENUE	414-4-0000-699-01	(60,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-2652-970-03	60,000	0	0	0	0	0	0	0	0
DPS Total		0	0	0	0	0	0	0	0	0
Facility Partner										
Risk avoidance										
Senior Center Electrical & HVAC										
REVENUE	414-4-0000-699-01	(40,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-7523-987-00	40,000	0	0	0	0	0	0	0	0
Strategic										
Parkridge Kitchen & Classroom Expansion										
REVENUE	414-4-7522-501-00	0	0	0	(300,000)	0	0	0	0	0
EXPENDITURE	414-7-7522-987-00	0	0	0	300,000	0	0	0	0	0
Senior Center Classroom Addition										
REVENUE	414-4-0000-699-01	0	0	(100,000)	0	0	0	0	0	0
EXPENDITURE	414-7-7523-987-00	0	0	100,000	0	0	0	0	0	0
Senior Center Ventilation & Fire Suppression										
REVENUE	414-4-0000-699-01	(10,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-7523-987-00	10,000	0	0	0	0	0	0	0	0
Facility Partner Total		0	0	0	0	0	0	0	0	0
Finance										
Mandatory										
Chart of Accounts Update										
REVENUE	FUND BALANCE 414	0	(20,000)	0	0	0	0	0	0	0
EXPENDITURE	414-7-2280-818-00	0	20,000	0	0	0	0	0	0	0
IT Hardware										
REVENUE	414-4-0000-699-01	(50,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-2280-818-03	50,000	0	0	0	0	0	0	0	0
Risk avoidance										
Treasury Camera										
REVENUE	414-4-0000-699-01	0	(10,000)	0	0	0	0	0	0	0
EXPENDITURE	414-7-2280-818-03	0	10,000	0	0	0	0	0	0	0
Finance Total		0	0	0	0	0	0	0	0	0
Manager										
Mandatory										
Peninsular Dam Removal										
REVENUE	414-4-0000-699-01	0	0	(500,000)	0	0	0	0	0	0
	414-4-7521-580-00	0	0	(2,200,000)	0	0	0	0	0	0
EXPENDITURE	414-7-7521-987-00	0	0	2,700,000	0	0	0	0	0	0

Strategic										
Amtrak Train Stop										
REVENUE	414-4-0000-699-01	0	(1,529,000)	0	0	0	0	0	0	0
	414-4-7520-580-00	0	(3,071,000)	0	0	0	0	0	0	0
EXPENDITURE	414-7-7520-987-00	0	4,600,000	0	0	0	0	0	0	0
Manager Total		0	0	0	0	0	0	0	0	0
YFD										
Mandatory										
Source Capture Exhaust System										
REVENUE	414-4-0000-699-01	(10,000)	0	0	0	0	0	0	0	0
	414-4-9370-501-00	(65,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-9370-987-45	75,000	0	0	0	0	0	0	0	0
Risk avoidance										
Emergency Notification System										
REVENUE	414-4-0000-699-01	(10,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-9370-987-45	10,000	0	0	0	0	0	0	0	0
YFD HVAC										
REVENUE	414-4-0000-699-01	(35,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-9370-987-45	35,000	0	0	0	0	0	0	0	0
Strategic										
YFD Office/Building Maintenance										
REVENUE	414-4-0000-699-01	(20,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-3070-818-00	20,000	0	0	0	0	0	0	0	0
YFD Total		0	0	0	0	0	0	0	0	0
YPD										
Mandatory										
Axon Body Cameras										
REVENUE	414-4-0000-699-01	(15,108)	(15,108)	(15,108)	0	0	0	0	0	0
EXPENDITURE	414-7-9370-987-40	15,108	15,108	15,108	0	0	0	0	0	0
DSS Logger										
REVENUE	414-4-0000-699-01	(4,500)	(4,500)	(4,500)	0	0	0	0	0	0
EXPENDITURE	414-7-9370-987-40	4,500	4,500	4,500	0	0	0	0	0	0
In Car Camera System										
REVENUE	414-4-0000-699-01	0	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	0	0
EXPENDITURE	414-7-9370-987-40	0	10,000	10,000	10,000	10,000	10,000	10,000	0	0
Live Scan Fingerprinting										
REVENUE	414-4-0000-699-01	(18,000)	0	0	0	0	0	0	0	0
EXPENDITURE	414-7-9370-987-40	18,000	0	0	0	0	0	0	0	0
YPD Total		0	0	0	0	0	0	0	0	0
414-CAPITAL IMPROVEMENT FUND Total		0	0	0	0	0	0	0	0	0

495-SIDWALK IMPROVEMENT										
DPS										
Mandatory										
Roads - ADA sidewalk ramps										
REVENUE	495-4-0000-476-01	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
	495-4-4443-674-45	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
	FUND BALANCE 495	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
EXPENDITURE	495-7-4443-818-00	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000
DPS Total		0	0	0	0	0	0	0	0	0
495-SIDWALK IMPROVEMENT Total		0	0	0	0	0	0	0	0	0

514-PARKING FUND										
DPS										
Risk avoidance										
Parking - Freighthouse lot										
REVENUE	FUND BALANCE 514	(50,000)	0	0	0	0	0	0	0	0
EXPENDITURE	514-7-3110-987-00	50,000	0	0	0	0	0	0	0	0
Parking - ongoing lot repairs										
REVENUE	FUND BALANCE 514	0	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
EXPENDITURE	514-7-4442-818-00	0	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
DPS Total		0	0	0	0	0	0	0	0	0
514-PARKING FUND Total		0	0	0	0	0	0	0	0	0

641-MOTORPOOL FUND									
CED									
Risk avoidance									
Vehicles - Ordinance Officer Vehicle									
REVENUE	641-7-9360-987-11	(28,000)	0	0	0	0	0	0	0
EXPENDITURE	641-7-936+T181+T180	28,000	0	0	0	0	0	0	0
CED Total		0	0	0	0	0	0	0	0
DPS									
Risk avoidance									
Vehicles - City Hall Sedan (#22)									
REVENUE	641-7-9000-987-11	(28,000)	0	0	0	0	0	0	0
EXPENDITURE	641-7-9000-987-10	28,000	0	0	0	0	0	0	0
Vehicles - City Manager (C10)									
REVENUE	641-7-9320-987-11		0	0	0	0	0	0	0
EXPENDITURE	641-7-9320-987-10		0	0	0	0	0	0	0
Vehicles - DPS Supervisor (#103)									
REVENUE	641-7-9320-987-11	(33,000)	0	0	0	0	0	0	0
EXPENDITURE	641-7-9320-987-10	33,000	0	0	0	0	0	0	0
Vehicles - Street Sweeper (#129)									
REVENUE	641-7-9320-987-11	(240,000)	0	0	0	0	0	0	0
EXPENDITURE	641-7-9320-987-10	240,000	0	0	0	0	0	0	0
Vehicles - Wide Area Mower (#448)									
REVENUE	641-7-9320-987-11	(60,000)	0	0	0	0	0	0	0
EXPENDITURE	641-7-9320-987-10	60,000	0	0	0	0	0	0	0
Vehicles -10 CY Rear Packer (#603)									
REVENUE	641-7-9320-987-11	(80,000)	0	0	0	0	0	0	0
EXPENDITURE	641-7-9320-987-10	80,000	0	0	0	0	0	0	0
Vehicles - Grapple Truck w Dump Body (#473)									
REVENUE	641-7-9320-987-11	0	(225,000)	0	0	0	0	0	0
EXPENDITURE	641-7-9320-987-10	0	225,000	0	0	0	0	0	0
Vehicles - Stake Truck (#126)									
REVENUE	641-7-9320-987-11	0	(60,000)	0	0	0	0	0	0
EXPENDITURE	641-7-9320-987-10	0	60,000	0	0	0	0	0	0
Vehicles - Bobcat Loader w Bucket (#128)									
REVENUE	641-7-9320-987-11	0	0	(66,000)	0	0	0	0	0
EXPENDITURE	641-7-9320-987-10	0	0	66,000	0	0	0	0	0
Vehicles - Brush Chipper (#642)									
REVENUE	641-7-9320-987-11	0	0	(50,000)	0	0	0	0	0
EXPENDITURE	641-7-9320-987-10	0	0	50,000	0	0	0	0	0
Vehicles - Dump Truck Salt Truck (#108)									

REVENUE	641-7-9320-987-11	0	0	(176,000)	0	0	0	0	0	0
EXPENDITURE	641-7-9320-987-10	0	0	176,000	0	0	0	0	0	0
Vehicles - Stake Truck (#452)										
REVENUE	641-7-9320-987-11	0	0	(60,000)	0	0	0	0	0	0
EXPENDITURE	641-7-9320-987-10	0	0	60,000	0	0	0	0	0	0
Vehicles -Recycling/Yard Waste Rear Loader Truck (#612)										
REVENUE	641-7-9320-987-11	0	0	(233,000)	0	0	0	0	0	0
EXPENDITURE	641-7-9320-987-10	0	0	233,000	0	0	0	0	0	0
Vehicles - Street Sweeper (#142)										
REVENUE	641-7-9320-987-11	0	0	0	(240,000)	0	0	0	0	0
EXPENDITURE	641-7-9320-987-10	0	0	0	240,000	0	0	0	0	0
Vehicles - DPS Director (#102)										
REVENUE	641-7-9320-987-11	0	0	0	(28,000)	0	0	0	0	0
EXPENDITURE	641-7-9320-987-10	0	0	0	28,000	0	0	0	0	0
Vehicles - Stake Truck (#131)										
REVENUE	641-7-9320-987-11	0	0	0	(60,000)	0	0	0	0	0
EXPENDITURE	641-7-9320-987-10	0	0	0	60,000	0	0	0	0	0
Vehicles - Dump Truck (#104)										
REVENUE	641-7-9320-987-11	0	0	0	0	(60,000)	0	0	0	0
EXPENDITURE	641-7-9320-987-10	0	0	0	0	60,000	0	0	0	0
Vehicles - Dump Truck Salt Truck (#109)										
REVENUE	641-7-9320-987-11	0	0	0	0	(176,000)	0	0	0	0
EXPENDITURE	641-7-9320-987-10	0	0	0	0	176,000	0	0	0	0
Vehicles - Dump Truck Salt Truck (#111)										
REVENUE	641-7-9320-987-11	0	0	0	0	(176,000)	0	0	0	0
EXPENDITURE	641-7-9320-987-10	0	0	0	0	176,000	0	0	0	0
Vehicles - Garden Tractor (#443)										
REVENUE	641-7-9320-987-11	0	0	0	0	(30,000)	0	0	0	0
EXPENDITURE	641-7-9320-987-10	0	0	0	0	30,000	0	0	0	0
Vehicles - Recycling/Yard Waste Rear Load Packer (#607)										
REVENUE	641-7-9320-987-11	0	0	0	0	(233,000)	0	0	0	0
EXPENDITURE	641-7-9320-987-10	0	0	0	0	233,000	0	0	0	0
Vehicles - DPS Enviro Foreman (#610)										
REVENUE	641-7-9320-987-11	0	0	0	0	0	(33,000)	0	0	0
EXPENDITURE	641-7-9320-987-10	0	0	0	0	0	33,000	0	0	0
Vehicles - DPS Supervisor (#101)										
REVENUE	641-7-9320-987-11	0	0	0	0	0	(33,000)	0	0	0
EXPENDITURE	641-7-9320-987-10	0	0	0	0	0	33,000	0	0	0
Vehicles - Dump Truck Salt Truck (#112)										
REVENUE	641-7-9320-987-11	0	0	0	0	0	(176,000)	0	0	0

EXPENDITURE 641-7-9320-987-10	0	0	0	0	0	176,000	0	0	0
Vehicles - Garden Tractor (#444)									
REVENUE 641-7-9320-987-11	0	0	0	0	0	0	(15,000)	0	0
EXPENDITURE 641-7-9320-987-10	0	0	0	0	0	0	15,000	0	0
Vehicles - Signal Shop Aerial Lift Truck (#122)									
REVENUE 641-7-9320-987-11	0	0	0	0	0	0	(90,000)	0	0
EXPENDITURE 641-7-9320-987-10	0	0	0	0	0	0	90,000	0	0
Vehicles - Small Loader w Bucket (#129)									
REVENUE 641-7-9320-987-11	0	0	0	0	0	0	(75,000)	0	0
EXPENDITURE 641-7-9320-987-10	0	0	0	0	0	0	75,000	0	0
Vehicles - Utility Snow Removal Vehicle (#441)									
REVENUE 641-7-9320-987-11	0	0	0	0	0	0	(25,000)	0	0
EXPENDITURE 641-7-9320-987-10	0	0	0	0	0	0	25,000	0	0
DPS Total	0	0	0	0	0	0	0	0	0
YFD									
Mandatory									
Vehicles - YFD Chief's vehicle									
REVENUE 641-7-9340-987-11	(55,000)	0	0	0	0	0	0	(55,000)	0
EXPENDITURE 641-7-9340-987-10	55,000	0	0	0	0	0	0	55,000	0
(blank)									
Vehicle-Tower 1									
REVENUE 641-7-9340-987-11			(1,277,533)						
EXPENDITURE 641-7-9340-987-10			1,277,533						
Vehicle-Engine 3									
REVENUE 641-7-9340-987-11							(529,386)		
EXPENDITURE 641-7-9340-987-10							529,386		
Vehicle-Engine 1(2032)									
REVENUE 641-7-9340-987-11									
EXPENDITURE 641-7-9340-987-10									
YFD Total	0	0	(0)	0	0	0	(0)	0	0
YPD									
Risk avoidance									
Vehicles - PD Vehicles									
REVENUE 641-7-9330-987-11	(90,000)	(90,000)	(90,000)	(90,000)	(90,000)	(90,000)	(90,000)	(90,000)	(90,000)
EXPENDITURE 641-7-9330-987-10	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000
YPD Total	0	0	0	0	0	0	0	0	0
641-MOTORPOOL FUND Total	0	0	(0)	0	0	0	(0)	0	0
Grand Total	0	0	(0)	0	0	0	(0)	0	0



Resolution No. 2020-089
April 21, 2020

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
21 day of April 2020

#Resolution No. 2020-089