



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, June 16, 2020 @ 7:00 PM
Virtual Meeting
One South Huron, Ypsilanti, MI 48197**

Revised 6-12-2020

Page

I. CALL TO ORDER

II. ROLL CALL

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. TRAIN PLATFORM DISCUSSION - 6:00 PM TO 7:00 PM

VI. PRESENTATIONS

4 A. [Proclamation in Recognition of Juneteenth in the City of Ypsilanti. \(added\)](#)
[Proclamation](#)

5 - 28 B. Reopening of City Services Amid the COVID-19 Crisis - City Manager Frances McMullan, Interim Human Resources Director Kim Jones
[Presentation](#)
[COVID-19 Re-opening Plan](#)
[COVID-19 Pandemic Policy](#)

VII. ORDINANCES FIRST READING

29 - 48 A. *Ordinance 1362* - An ordinance for a zoning text amendment for Drive-Thru Financial Services in Center Zoning District.
1. Resolution No. 2020-130, determination.
2. Public Hearing
3. Resolution No. 2020-131. close the public hearing
[Supporting Documents - Pdf](#)

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

49 - 61 A. Resolution No. 2020-132, approving the audit engagement letter with Rhemann, LLC.
[2020-132 - Pdf](#)

62 - 77 B. Resolution No. 2020-133, approving the Minutes of June 2, 2020.
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78 - 81 C. Resolution No. 2020-134, supporting the SmartZone LDFA request to be a

co-applicant on an Economic Development Agency grant.

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- D. Resolution No. 2020-135, approving a contract extension with Washtenaw County for IT services.

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- E. Resolution No. 2020-136, accepting the bid provided by Dewpoint and direct the City Manager to enter into a 60 month contract.

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- F. Resolution No. 2020-137, approving the re-appointment of Ka'Ron Gaines to the Human Relations Commission.

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- G. Resolution No. 2020-138, approving an agreement with DTE Energy to install fifteen lights in Frog Island Park.

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- H. Discussion Regarding How Open Meetings Will Function Amid COVID-19.

[Memo](#)

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- I. Discussion regarding Board and Commission Policy for Re-appointment.

[Memo](#)

IX. BOARD AND COMMISSIONS - NOMINATIONS

- A. **Parks and Recreation Commission - 1 absence out of 17 meetings (March 2018 through March 2020)**

Ben Conner-Barrie

Re-appointment

1111 Westmoorland

Ypsilanti, MI 48197

- B. **Parks and Recreation Commission - 3 absences out of 17 meetings (March 2018 through March 2020)**

Kurt Kolmann

Re-appointment

326 Maple

Ypsilanti, MI 48198

- C. **Parks and Recreation Commission- 5 absences out of 17 meetings (March 2018 through March 2020)**

Ashanti Harris

Re-appointment

305 E Cross

Ypsilanti, MI 48198

- D. **Human Relations Commission - 5 absences out of 26 meetings (March 2018 through March 2020)**

Kyle Hunter
Re-appointment
109 Ferris #4
Ypsilanti, MI 48197

X. COUNCIL PROPOSED BUSINESS

XI. COMMUNICATIONS FROM THE MAYOR

XII. COMMUNICATIONS FROM THE CITY MANAGER

XIII. COMMUNICATIONS

- 117** A. Re-establishing City Services Timeline
 [Memo](#)

XIV. ADJOURNMENT

- 118** A. Resolution No. 2020-138, adjourning the City Council Meeting.
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- 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.

**A PROCLAMATION
In Recognition of
Juneteenth in the City of Ypsilanti**

WHEREAS, on June 19, 1865, in Galveston, Texas, the last African Americans enslaved in the United States of America were set free, two and a half years after the Emancipation Proclamation, which ended slavery throughout the United States; and

WHEREAS, the end of slavery produced opportunities for future legislation that would ensure personal freedom, respect, equality and those basic rights as outlined by the government to be distributed uniformly in a spirit of justice to citizens without partiality or bias; and

WHEREAS, in recognition of the suffering endured by those previously enslaved, in honor of those who faced prejudice, and in celebration of those events and people that initiated a progressive shift towards a more unified nation, June 19th is observed as Juneteenth;

WHEREAS, this year marks the 155th anniversary of Juneteenth; and

WHEREAS, it is important for communities locally and abroad to recognize the roles, achievements, and contributions of Black Americans to our society, and honor their ancestral heritage upon whose shoulders many stand; and

WHEREAS, Juneteenth celebrations held across the United States serve as tools to develop civic respect for people of all cultures, to encourage advancement of education and self-improvement, and motivation for inclusion and equity; and

WHEREAS, the City of Ypsilanti wishes to acknowledge Juneteenth celebrations that occur throughout the month of June in the State of Michigan and supports such activities that promote unity, equality and education.

NOW, THEREFORE, the Council of the City of Ypsilanti, duly convened in regular session, does hereby:

RESOLVE that the City of Ypsilanti recognizes Juneteenth in the City of Ypsilanti; and be it further

RESOLVED that the Council of the City of Ypsilanti encourages all residents to participate in those Juneteenth activities that provide not only a sense of community to those within the City, but to all people in observation of unity and respect.

Given under our hand and seal of the
City of Ypsilanti, June 16, 2020.

Beth Bashert, Mayor

Annie Somerville, Council Member Ward 3

Lois Allen-Richardson, Mayor Pro-Tem, Ward 1

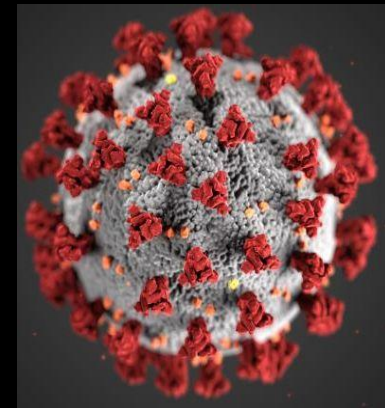
Jennifer Symanns, Council Member Ward 2

Nicole Brown, Council Member Ward 1

Steve Wilcoxon, Council Member Ward 2

Anthony Morgan, Council Member Ward 3

PLAN FOR REOPENING & STAYING SAFE WITH COVID-19





EXECUTIVE ORDERS ALLOWING REOPENING

- Executive Order 2020-110
 - June 4 – Retailers Open with restrictions
 - June 8 – Restaurants & Bars Open with restrictions
(Outdoor seating expanded as approved by Council)
 - June 12 – Stay At Home Order Lifted
- Executive Order 2020-115
 - June 15 – Personal Care Services Open with restrictions



REOPENING TIMELINE FOR SERVICES AT CITY HALL

- June 15 –
 - City Hall open to the public
 - MWF: 8 am – Noon
 - T/Th: Noon – 4 pm
 - In person payments accepted
 - Floor signage in place for 6 ft social distancing
 - All employees to complete a daily self-screen checklist when returning to the office checking for temperature, shortness of breath, flu-like symptoms, and any exposure

TIMELINE CONTINUED

- Building Sign-In Sheets for contact tracing will be used
- Council Chambers to be used as waiting area for those with appointments
- 4th Floor services will be provided by appointment only
- Building Dept/Code Enforcement/Planning –
 - June 8 – Code Enforcement will begin with violators being warned that citations will begin on June 12
 - Code Enforcement office hours will be MWF 8 -9 am & T/Th 1 – 2 pm
 - One (1) person will be allowed on the 3rd Floor per Division using a light that has been installed in Clerk's Office



TIMELINE CONTINUED

- Planning Dept will utilize Code Enforcement & Building Dept areas until plastic counter shield is installed for proper social distancing for appointments
- Parking
 - Notice of the restart of enforcement will begin June 15th
 - Notices will be placed on vehicles & throughout downtown to inform businesses, customers, etc. that ticketing will begin July 6th
- July 6 – Tentative reopening of normal business hours at City Hall

City Facilities

- **Parkridge-** This year WCC Parkridge will offer a **6-week virtual experience for 32 “campers”**. The camp will combine **Virtual and approved in person academic and enrichment programming for youth 6-12 years old**. The camp will consist of a **90-minute morning** and a **90-minute afternoon session 4 days per week (Monday- Thursday) beginning July 6, 2020**.
- *For on-site programming we have requested 2 temperature checks daily, mask, and hand sanitizer /washing. All onsite day programming will focus on reading and writing improvement.



City Facilities

- **Senior Center-** As of today, the Ypsi Senior Center is and will remain closed to most activities. We continue to work on meal distribution and are available to help direct older adults to the services they need. Many of our activities and classes are now or soon will be online. The center has been able to loan exercise equipment to those who need them to take the exercise classes. We are also working with EMU students to help older adults with the use of technology.
- Looking to reopen tentatively in August or September with protocols for health screening and sanitation.



City Facilities

- **Rutherford Pool-** Construction continues to take shape on the Rutherford Pool Bathhouse Renovations as we coordinate the roof replacement and solar components of the project.
- After much discussion, the Friends of the Rutherford Pool Board has made the difficult decision not to open the pool for the rest of the season because of concerns over maintaining social distancing while guests are in the pool. There would be significantly limited capacity and with construction we could only be open half the season.



City Facilities

- **Freighthouse**- We are accepting reservations again for smaller events this summer between 10-75 people. Other event spaces like Zingermans "Grey Line" in Ann Arbor are operating now with similar restrictions. Those with existing reservations through the Friends of the Freighthouse have been offered the opportunity to receive a refund or reschedule to a date in the future. Fortunately, most have chosen to postpone their events instead of requesting refunds.
- No events scheduled in June but we expect private events will begin taking place in July once more for those parties less than 75 people. We will require plans showing layouts that comply with social distancing measures and require masks be worn in the space similar to the requirements for restaurants now accepting dine in service. A COVID hold harmless waiver will be required for new reservations while we are under this phase of reopening.



8.15 COVID-19 Pandemic Policy

- Following Michigan Department of Health guidance
- Employee self-screening checklist
- Social distancing
- Hand washing
- Face coverings
- Cleaning of frequently touched surfaces



REOPENING STRATEGIES

- Employees must stay home if sick
- Employees must self-quarantine if exposed
- Supervisors must report exposures/illnesses to HR
- Employees must self-screen upon return
- Employees must use infection prevention measures
- PPE will be available for employees

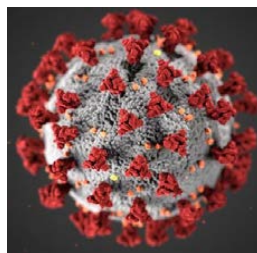


REOPENING STRATEGIES CONTINUED

- Routine cleaning of work spaces
- Staggered work schedules, meals, & break periods
- Social Distancing
- Working Remotely & Virtual Meetings
- Families First Coronavirus Response Act
- Employee Assistance Program through Ulliance



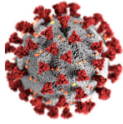
PLAN FOR REOPENING & STAYING SAFE WITH COVID-19



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- 3 Coronavirus 2019 (COVID-19) Fact Sheet from the CDC
- 4 Symptoms of COVID-19 from the CDC
- 5 Illness/Suspected COVID-19 Exposure
- 5 Safe Work Practices
- 7 Self-Screening
- 8 COVID-19 Employee Daily Self-Screen Form
- 9 Employee Rights under the Families First Coronavirus Response Act from the U.S.
Department of Labor
- 10 Employee Assistance Program

What you should know about COVID-19 to protect yourself and others



Know about COVID-19

- Coronavirus (COVID-19) is an illness caused by a virus that can spread from person to person.
- The virus that causes COVID-19 is a new coronavirus that has spread throughout the world.
- COVID-19 symptoms can range from mild (or no symptoms) to severe illness.



Know how COVID-19 is spread

- You can become infected by coming into close contact (about 6 feet or two arm lengths) with a person who has COVID-19. COVID-19 is primarily spread from person to person.
- You can become infected from respiratory droplets when an infected person coughs, sneezes, or talks.
- You may also be able to get it by touching a surface or object that has the virus on it, and then by touching your mouth, nose, or eyes.



Protect yourself and others from COVID-19

- There is currently no vaccine to protect against COVID-19. The best way to protect yourself is to avoid being exposed to the virus that causes COVID-19.
- Stay home as much as possible and avoid close contact with others.
- Wear a cloth face covering that covers your nose and mouth in public settings.
- Clean and disinfect frequently touched surfaces.
- Wash your hands often with soap and water for at least 20 seconds, or use an alcohol-based hand sanitizer that contains at least 60% alcohol.



Practice social distancing

- Buy groceries and medicine, go to the doctor, and complete banking activities online when possible.
- If you must go in person, stay at least 6 feet away from others and disinfect items you must touch.
- Get deliveries and takeout, and limit in-person contact as much as possible.



Prevent the spread of COVID-19 if you are sick

- Stay home if you are sick, except to get medical care.
- Avoid public transportation, ride-sharing, or taxis.
- Separate yourself from other people and pets in your home.
- There is no specific treatment for COVID-19, but you can seek medical care to help relieve your symptoms.
- If you need medical attention, call ahead.



Know your risk for severe illness

- Everyone is at risk of getting COVID-19.
- Older adults and people of any age who have serious underlying medical conditions may be at higher risk for more severe illness.

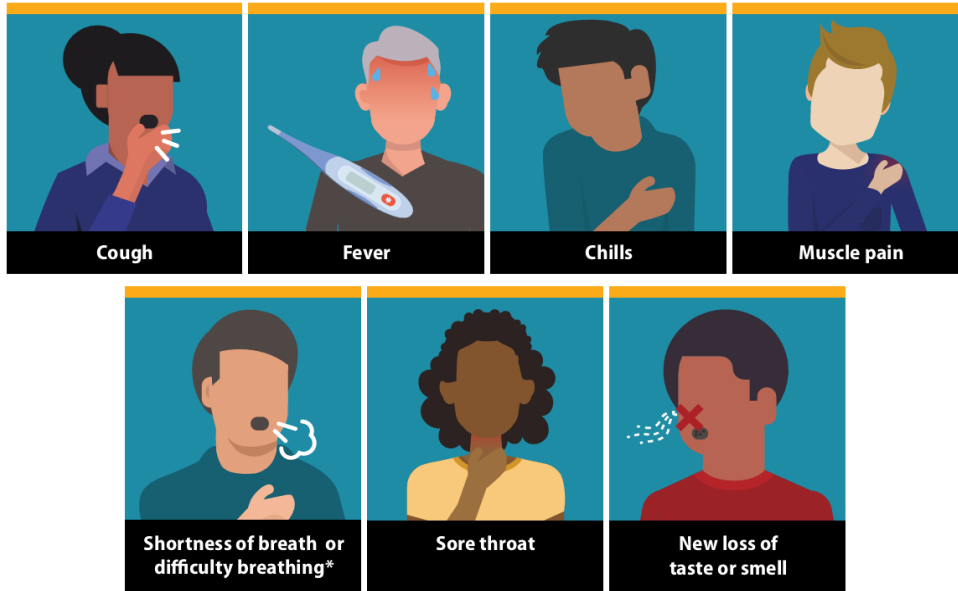


CS314937A 04/15/2020

cdc.gov/coronavirus

Symptoms of Coronavirus (COVID-19)

Know the symptoms of COVID-19, which can include the following:



Symptoms can range from mild to severe illness, and appear 2-14 days after you are exposed to the virus that causes COVID-19.

***Seek medical care immediately if someone has emergency warning signs of COVID-19.**

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion
- Inability to wake or stay awake
- Bluish lips or face

This list is not all possible symptoms. Please call your medical provider for any other symptoms that are severe or concerning to you.



cdc.gov/coronavirus

317142-A May 20, 2020 10:44 AM

ILLNESS/SUSPECTED COVID-19 EXPOSURE

- Employees at work with symptoms of COVID-19 (fever of 100.4 degrees Fahrenheit or greater, cough that is not usual for that employee, or shortness of breath) must notify their supervisor and be immediately sent to their home. The employee must then contact their healthcare provider for testing. The COVID-19 test result should be forwarded to the Director of Human Resources. If the employee has tested negative for COVID-19, they may return to work.
- Employees who are well but who have been exposed to a sick family member at home who has a confirmed case of COVID-19 or if the employee has had direct close contact (less than 6 feet for a prolonged period of time) with someone with a confirmed case of COVID-19, the employee must notify their supervisor immediately and should not report to work. The employee must then self-quarantine for 14 days from exposure, self-monitor for symptoms, and contact their healthcare provider for testing if symptoms develop. If the employee is tested, they must forward their COVID-19 test result to the Director of Human Resources. If symptoms do not develop after 14 days from exposure the employee may return to work.
- Supervisors must notify the Director of Human Resources immediately of a reported illness or exposure of an employee.
- In keeping with HIPAA compliance, the City will not share or release any specific identifying information of any medical documentation associated with any City employee. Employees should not discuss or share medical information with other staff in public.

SAFE WORK PRACTICES**1 Basic Infection Prevention Measures**

- Avoid close contact with people who are sick.
- Avoid touching your eyes, nose, and mouth.
- Stay home when you are sick.
- All employees must cover their nose and mouth with a tissue when coughing or sneezing (or into your elbow if no tissue is available). Dispose of the tissue into a trash receptacle and immediately wash your hands or use hand sanitizer.
- Wash your hands often with soap and water for at least 20 seconds (sing the happy birthday song twice) especially after using the restroom, before eating, and after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol. Always wash hands with soap and water if hands are visibly dirty.
- Employees should refrain from using other employee's phones, desks, offices, or other work tools and equipment, when possible.

2 Personal Protective Equipment

- Face masks will be made available by the City for all employees. When interacting with staff or visitors without maintaining the minimum 6' separation, face masks/coverings must be worn by all parties. Masks do not need to be worn when maintaining the minimum 6' separation standard. Cloth masks which cover a person's nose and mouth may be worn in lieu of commercially made masks.
- Disposable gloves will be made available by the City for those employees who wish to wear them. Gloves are not a requirement according to the CDC.

3 Routine Cleaning

- Disposable disinfectant wipes will be made available by the City to clean commonly used surfaces such as doorknobs, light switches, desktops, keyboards, etc. Employees should wipe down workstations before and after each workday.

4 Staggered Schedules

- Department Directors are encouraged to stagger their staff's shifts, as necessary, without affecting the ability to complete essential operations, to limit employee exposure.

5 Meals/Breaks

- During meals and break periods it is important to maintain social distancing practices.
- Staff lunches/breaks should be staggered to allow employees to eat at safe distances from one another.
- Sharing of food is discouraged unless it is individually wrapped.

6 Social Distancing

- When interacting with staff and/or the public maintain a minimum 6' separation. This includes any time you are in common areas, bathrooms, hallways, etc.
- Markings have been placed on the floors throughout City Hall in 6' increments to help promote social distancing in public areas.
- Virtual conferencing is encouraged to limit in person contact.

7 Working Remotely

- All employees who are not essential to on-site operations and whose job duties reasonably allow them to, may work remotely.
- Working remotely must be approved by the Department Director.
- While working remotely, the employee is expected to be available for calls and/or email and is expected to produce results, completing a normal day's work.
- Working remotely is a privilege, not a right. An employee may be ordered into the office by their Department Director or the City Manager at any time and for any reason.

SELF-SCREENING

- As an additional layer of precaution, we will request daily self-screening by our employees for a fever of 100.4 degrees Fahrenheit or greater, symptoms of COVID-19, and exposure.
- We encourage employees to check their temperature before reporting to work if possible. A touch-free infrared thermometer will be made available for employees to use at City Hall.
- Any employee with a fever of 100.4 degrees Fahrenheit or greater will be sent for a rapid COVID-19 test and will not be allowed to return to work until they have been fever free for 24 hours and can document a negative COVID-19 test.
- A COVID-19 Employee Daily Self-Screen Form follows on the next page of this document and should be submitted to the Human Resources Department on a weekly basis.

**CITY OF YPSILANTI
COVID-19 EMPLOYEE DAILY SELF-SCREEN FORM**

Employee Name:

Department:

Week Ending:

DATE	TEMPERATURE	CIRCLE ONE		CIRCLE ONE		CIRCLE ONE	
		SHORTNESS OF BREATH?		FLU-LIKE SYMPTOMS?		ANY EXPOSURE?	
		YES	NO	YES	NO	YES	NO
		YES	NO	YES	NO	YES	NO
		YES	NO	YES	NO	YES	NO
		YES	NO	YES	NO	YES	NO
		YES	NO	YES	NO	YES	NO
		YES	NO	YES	NO	YES	NO
		YES	NO	YES	NO	YES	NO

Employee Signature

Date

Please submit this form to the Human Resources Department on a weekly basis.

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

► PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- ⅔ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at ⅓ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

► ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.*

► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19; 2. has been advised by a health care provider to self-quarantine related to COVID-19; 3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis; 4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); | <ol style="list-style-type: none"> 5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or 6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
|--|--|

► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:

1-866-487-9243

TTY: 1-877-889-5627

dol.gov/agencies/whd



WH1422 REV 03/20

EMPLOYEE ASSISTANCE PROGRAM

- Employees are encouraged to utilize the Employee Assistance Program provided by the City through Ulliance.



LIFE ADVISOR EAP®

The Ulliance Life Advisor EAP® is a benefit that employers can sponsor and offer total well-being services to their employees, spouse/live-in partner and dependents under the age of 27 at no cost to the employee.

Counseling

Counseling is available in-person or telephonically with a counselor close to work, home or school. Individual, family and couples counseling are all included. Short-term, solution focused support for work-life issues such as stress, major life transitions, relationship issues, substance use, grief/loss and overwhelming emotions.



Coaching

Life Advisor Coaches offer telephonic support for individual life enhancement goals, such as education, career advancement, financial or self improvement goals.



Crisis Support

Mental health professionals are available by phone 24/7/365.



Referrals

Consultants provide recommendations for resources within the community.



Work-life Materials

Information on a wide range of work-life balance topics are easily accessed through the EAP portal. A work-life library of related books are available by calling Ulliance and as always, are free of charge.



Legal & Financial Consultations

Ulliance professionals can connect employees with resources to assist individuals regarding legal and financial issues.

Connect with us ☎ 800.448.8326 🌐 LifeAdvisorEAP.com finv🐦📧

8.15 COVID-19 Pandemic

Effective Date: April 28, 2020

The City of Ypsilanti will work under the guidance of the Michigan Department of Health and Human Services to protect employees and help slow the transmission of 2019 Novel Coronavirus. (COVID-19) As employees who have been working remotely from home begin to return to their offices the City will require social distancing, regular hand washing, and face coverings. Desks will be disinfected before and after work.

On April 23, 2020, the Equal Employment Opportunity Commission (EEOC) updated its guidance on the Americans with Disabilities Act (ADA) and coronavirus allowing employers to screen employees for COVID-19. The City will require all employees who are returning to the workplace to be screened for COVID-19 so as to protect the health of the individual employee as well as those he/she may come in contact with. The **Coronavirus Disease (COVID-19) Workplace Checklist** from the Washtenaw County Health Department at the end of this document will be used for employee screening. If any employee wishes to be tested there is free testing available at St. Joseph Mercy Hospital, 5360 McAuley Drive, Ypsilanti (phone 833-247-1288 for instructions) or you may call your primary care provider.

Medical information on individual employees will be kept confidential. The City will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Everyone is expected to comply with the following recommendations:

- Avoid close contact with people who are sick
- Avoid touching your eyes, nose and mouth
- Stay home when you are sick
- Cover your cough or sneeze with a tissue and then throw the tissue in the trash
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe
- Wear a face mask to protect yourself from respiratory diseases, including COVID-19
- Face masks should be used by people who show symptoms of COVID-19 to help prevent the spread of the disease to others as well as health workers and people who are taking care of someone in close settings, at home or in a health care facility, and in accordance with the Governor's recommendations.

- Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom, before eating and after blowing your nose, coughing or sneezing
- If soap and water aren't readily available, use an alcohol-based hand sanitizer with at least 60 percent alcohol

Essential frontline employees working in the Police, Fire, and Public Services departments have our deepest appreciation. Those essential employees who have not been able to take previously scheduled leave time during this crisis should have their Department Head notify the Human Resources department in writing so that no leave time (vacation and/or personal) will be lost for those employees.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andy Aamodt
DATE: June 16, 2020
SUBJECT: Zoning Text Amendment: Drive-Thru Financial Services in Center Zoning Districts

DESCRIPTION:

Zoning Text Amendment: Drive-Thru Financial Services in Center Zoning Districts

SUMMARY:

Center zoning districts allow for “financial services, including banks” uses, but explicitly prohibit drive-in or drive-through facilities as part of a “financial services, including banks” use (§122-446). This text amendment request would make a drive-in or drive-through facility permissible as a special land use in Center zoning districts. Planning Commission has the authority to authorize special land uses.

The application to amend the ordinance was submitted by Eastern Michigan University Credit Union. The applicant’s literal request is to change the right-most *Specific Regulations* column in the *Financial services, including banks* row of the §122-446 Permissible Uses chart to read “Drive through or drive-in facilities are permitted only as a Special Use.”

Drive-through services are defined as “a business activity so developed that its retail or service character provides a driveway approach and waiting spaces for motor vehicles so as to serve patrons while seated in their motor vehicle. An automatic teller machine or similar device shall not be included in this definition, provided that the device is not staffed and does not use any type of amplification device.” Therefore, the built development of drive-throughs could entail infrastructure such as canopies, pneumatic tubes, extra paving, and extra signage. Off-street stacking spaces would be required on a site, per §122-523. For the purpose of clarity, staff interprets ATM’s to be exempt from drive-through facilities, but ITM’s involving a video screen service and amplification are not exempt.

Center zoning districts are classified under “Walkable Urban Districts” in the zoning ordinance, and make up much of the Downtown, Depot Town, and West Cross corridors. The intent of

these districts is to "preserve the urban form, walkable nature and vibrant mix of uses in these areas." (§122-445)

RECOMMENDATION

The Planning Commission recommended City Council deny the ordinance text amendment at their May 2020 regular meeting. The motion passed with a 6-1 vote.

RECOMMENDED ACTION: Deny

ATTACHMENTS: Resolution, Ordinance, Planning Commission Minutes, Planning Commission Staff Report, Submitted Application

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-130
June 16, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City has an interest in protecting the health, safety, and welfare of the community; and

WHEREAS, the City has an adopted Master Plan that reflects the policy goals of the City; and

WHEREAS, the Planning Commission has recommended the City Council deny the proposed ordinance changes;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council deny the ordinance titled Drive-Through Financial Services in Center Zoning Districts.

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 16 day of June 2020

#Resolution No. 2020-130



Ordinance No. 1362

An Ordinance Entitled "Drive-Through Financial Services in Center Zoning Districts"

THE CITY OF YPSILANTI HEREBY ORDAINS:

That Chapter 122 of the Code of Ordinances, Section 122-446 be amended as follows:

Amend *Permissible Uses* chart by amending the *Financial services, including banks* row, in the *Specific Regulations* column, to state the following:

"Drive thru or drive-in facilities are permitted only as a special use."

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2020.

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the Washtenaw Legal News on the _____ day of _____, 2020.

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the _____ day of _____, 2020.

Andrew Hellenga, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____



Resolution No. 2020-131
June 16, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That a public hearing for an ordinance entitled Drive-Thru Financial Services in Center Zoning Districts by officially closed.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 16 day of June 2020

#Resolution No. 2020-131

**Meeting Minutes
Planning Commission
Wednesday, 20 May 2020 – 7:00 P.M.
Virtual Meeting**

Please be advised that due to COVID-19, City Hall will not be open to the public. This meeting will be held electronically on a video conferencing application in accordance with Governor Whitmer's Executive Order. The access code is posted in the Public Notice on www.cityofypsilanti.com and attached in the packet. The public may choose to participate during Audience Participation or the Public Hearing through the video conferencing application, or may submit e-mailed comments to aaamodt@cityofypsilanti.com by 4 pm, May 20.

I. Call to Order

II. Roll Call

Matt Dunwoodie, Chair	P
Jared Talaga, Vice-Chair	P
Eric Bettis	P
Michael Borsellino	P
Mike Davis Jr.	A
Jessica Donnelly	A
Phil Hollifield	P
Heidi Jugenitz	P
Michael Simmons	A

Chair Dunwoodie explained the Zoom Meeting participation details.

III. Approval of Minutes

- May 6, 2020 Special Meeting

Motion to approve

Offered By: Commissioner Talaga; Seconded By: Commissioner Jugenitz. Approved: Yes – 6; No – 0; Absent – 3 (Davis Jr., Donnelly, Simmons)

IV. Audience Participation

Open for general public comment to Planning Commission on items for which a public hearing is not scheduled. Please limit to five minutes.

N/A – No one spoke.

V. Presentations and Public Hearing Items

- **Zoning Ordinance Text Amendment: Drive-through financial services as special land uses in Center zoning districts.**

Staff presentation by City Planner Andy Aamodt. Mr. Aamodt summarized the request, submitted by Eastern Michigan University Credit Union. Mr. Aamodt then

explained what a drive-through financial services facility may look like and how it is presently interpreted. There are other zoning districts, HHS, HC, NC, and GC, in which drive-through financial services are permitted as a special land use. A map spatially representing these districts was shown.

Staff does not believe drive-through facilities should be allowed, special land use or not, in Center districts. This is based on the Master Plan's vision for Center "City Framework", which is in other words the Master Plan's Land Use Plan. Zoning changes need to be backed by this Master Plan. In the zoning ordinance, drive-throughs clearly contradict the Center zoning district's stated purpose and intent. Additionally, there are concerns from an environmental sustainability planning standpoint if Center districts are overwhelmed by vehicle travel rather than alternative modes of transportation such as walking, bicycling, and transit. An increase of drive-throughs could mean increased emissions from vehicles, and increased impervious surface which could mean both stormwater runoff problems and heat island problems. There is the potential for safety issues with possible pedestrian-vehicle conflict if a drive-through facility is implemented in a walkable, Center district.

Staff does not believe the standards for a zoning ordinance text amendment are met. Mr. Aamodt lists the standards that this request violates. Therefore, staff recommends Planning Commission recommend City Council deny the text amendment.

Commissioner Dunwoodie asked if Center districts allow drive-throughs of other types. Staff is not aware of any, as fast food restaurants do not allow for drive-through facilities in Center districts either.

Commissioner Dunwoodie wondered about the history of the corridor and if it had always been a similarly zoned district. Staff later confirmed it had been a central business district zone, zoned B-3 in the past.

Commissioner Dunwoodie asked if there are zoning ordinance safeguards dealing with pedestrian to vehicle traffic. Staff replied that one section to look at is the traffic visibility section. Staff also emphasized that an increase in curb-cuts in a walkable urban district is discouraged.

Commissioner Hollifield asked about the nonconforming use nature of the bank drive-through downtown.

The applicants, Bob Hoida of Hobson Black Architects, and DeAnne Ramos of EMUCU spoke about the request. They presented their thoughts on the property EMUCU now owns at 611 W. Cross St. They have another drive-through on Carpenter Road in Pittsfield Township, which has a full service drive-through that is much appreciated by their clients. The applicants understand a Center district and the Master Plan, but do not think they can help their clients properly without a drive-through. They stress they are re-developing a site in a sustainable way rather

than creating a new site, and believe sites should be examined individually on a special use basis.

Commissioner Bettis inquired about the customer base- about both the preferences of the customer base as well as the traffic that a drive-through facility might demand.

Motion to open the public hearing.

Offered By: Commissioner Jugenitz; Seconded By: Commissioner Hollifield. Approved: Yes – 6; No – 0; Absent – 3 (Davis Jr., Donnelly, Simmons)

John Franks- spoke about the drive-through, prefers drive-throughs, and believes this is a good idea. Mr. Franks also emphasizes the credit union use the name EMUCU rather than UMCU.

Amy- inquired about the Sustainability Commission. Staff suggested Amy contact Department of Public Services for Sustainability Commission details.

Motion to close the public hearing.

Offered By: Commissioner Jugenitz; Seconded By: Commissioner Hollifield. Approved: Yes – 6; No – 0; Absent – 3 (Davis Jr., Donnelly, Simmons)

Commissioner Talaga expressed concerns about the potential conflicts of pedestrians and vehicles in a Center district, especially relevant on W. Cross with EMU students. Commissioner Jugenitz echoed these thoughts and expressed concern of reducing walkability in Center districts if allowed.

Commissioner Dunwoodie expressed concerns about opening drive-throughs up across all Center districts. There might be more automobile focus on W. Cross than Downtown or Depot Town, but this request is for the entirety of Center district. This may make the zoning ordinance less consistent seeing the zoning ordinance doesn't allow for other drive-through facilities for other uses such as restaurants.

Commissioner Hollifield expressed that even though we should encourage walking and bicycling, automobiles should still have some consideration. Does not want to further outlaw the automobile in certain areas of these Center districts. A mixture of transportation modes should be considered. Some sites, including this one, have multiple curb-cuts.

Commissioner Talaga and Commissioner Bettis worried about setting a standard if a Center district site would be given a special use permit, and what that would mean for future sites going forward.

Commissioner Bettis also expressed there could be potential for bicyclist collisions and automobiles if the automobile traffic is increased.

Motion that the Planning Commission recommend denial of the proposed text amendment to Chapter 122: Article IV, Division 3, Subdivision II (§122-446), with the following findings:

- (1) The proposed amendment is inconsistent with the guiding values of the Master Plan;*
- (2) The rezoning is inconsistent with description and purpose of the proposed district;*
- (3) The proposed amendment is inconsistent with the intent of this Zoning Ordinance;*
- (4) The proposed amendment will not enhance the functionality, transportation network or character of the future development in the City;*
- (5) The proposed amendment will not preserve the historic nature of the surrounding area and of the City;*
- (6) The proposed amendment will not enhance the natural features and environmental sustainability of the City;*
- (7) The proposed amendment will not protect the health, safety, and general welfare of the public;*
- (8) The proposed amendment will not address a community need in physical or economic conditions or development practices;*

Offered By: Commissioner Talaga; Seconded By: Commissioner Jugenitz.

Motion Passes: Yes – 5; No – 1 (Hollifield); Absent – 3 (Davis Jr., Donnelly, Simmons)

Mr. Aamodt reiterated that this action is a recommendation to City Council; the case will go before Council at an upcoming meeting.

VI. Old Business N/A

VII. New Business N/A

VIII. Future Business Discussion / Updates

Andy Aamodt stated the goal is to have the Master Plan draft update, the 50 Ecorse revised site plan, and conflict of interest research as items at the next meeting, June 17th.

IX. Committee Reports

- Non-motorized Committee Report
 - N/A – No recent meeting
- Master Plan: Housing Affordability and Access Committee report
 - The Committee met last week virtually. Will meet again. They are updating a list of recommendations and will hope to present this and a report to Planning Commission soon.

X. Adjournment

Offered By: Commissioner Hollifield; Seconded By: Commissioner Jugenitz.

Approved: Yes – 6; No – 0; Absent – 3 (Davis Jr., Donnelly, Simmons)



City of Ypsilanti

Community and Economic Development Department

May 20, 2020

**Staff Review
Drive-Through Financial Services Text Amendment**

GENERAL INFORMATION

Applicant: Eastern Michigan University Credit Union (a division of University of Michigan Credit Union)

Action Requested: Applicant requests zoning text amendment to Chapter 122: Article IV, Division 3, Subdivision II (§122-446). Text amendment would allow for financial services, including banks, to have drive-in or drive-through facilities permitted as a Special Land Use in Center zoning districts.

SUMMARY

Center zoning districts allow for “financial services, including banks” uses, but explicitly prohibit drive-in or drive-through facilities as part of a “financial services, including banks” use (§122-446). This text amendment request would make a drive-in or drive-through facility permissible as a special land use in Center zoning districts. Planning Commission has the authority to authorize special land uses. Walk-up financial services, including banks and credit unions will not be affected by this request.

The applicant’s literal request is to change the right-most column in the “financial services, including banks” row of the §122-446 Permissible Uses chart to read “Drive through or drive-in facilities are permitted only as a Special Use.”

Figure 1: Capture of existing §122-446 Permissible Uses chart

SERVICES			
Business and professional offices and services	P		
Financial services, including banks	P		No drive through or drive-in facilities are permitted in C.
Personal service establishments	P		
Body Art Facilities	P		

Zoning text amendments are reviewed by Planning Commission, who then gives a recommendation to City Council. The recommendation is made via motion, and also involves a report that will be transmitted to City Council. City Council has the ultimate authority to adopt the text amendment.

BACKGROUND

The applicant's team met with City staff in February 2020, requesting to convert the existing building at 611 W. Cross St. into a drive-through credit union. However, the property is zoned Center, and drive-in and drive-through facilities are explicitly prohibited in Center zoning districts. The applicant then chose to apply to for the text amendment, expressing drive-in/drive-through facilities should be permitted as a special land use on a case-by-case basis rather than ubiquitously prohibited throughout Center zoning districts.

Drive-through services are defined as "a business activity so developed that its retail or service character provides a driveway approach and waiting spaces for motor vehicles so as to serve patrons while seated in their motor vehicle. An automatic teller machine or similar device shall not be included in this definition, provided that the device is not staffed and does not use any type of amplification device." Therefore, the built development of drive-throughs could entail infrastructure such as canopies, pneumatic tubes, extra paving, and extra signage. Off-street stacking spaces would be required on a site, per §122-523. For the purpose of clarity, staff interprets ATM's to be exempt from drive-through facilities, but ITM's involving a video screen service and amplification as not exempt.

DISCUSSION

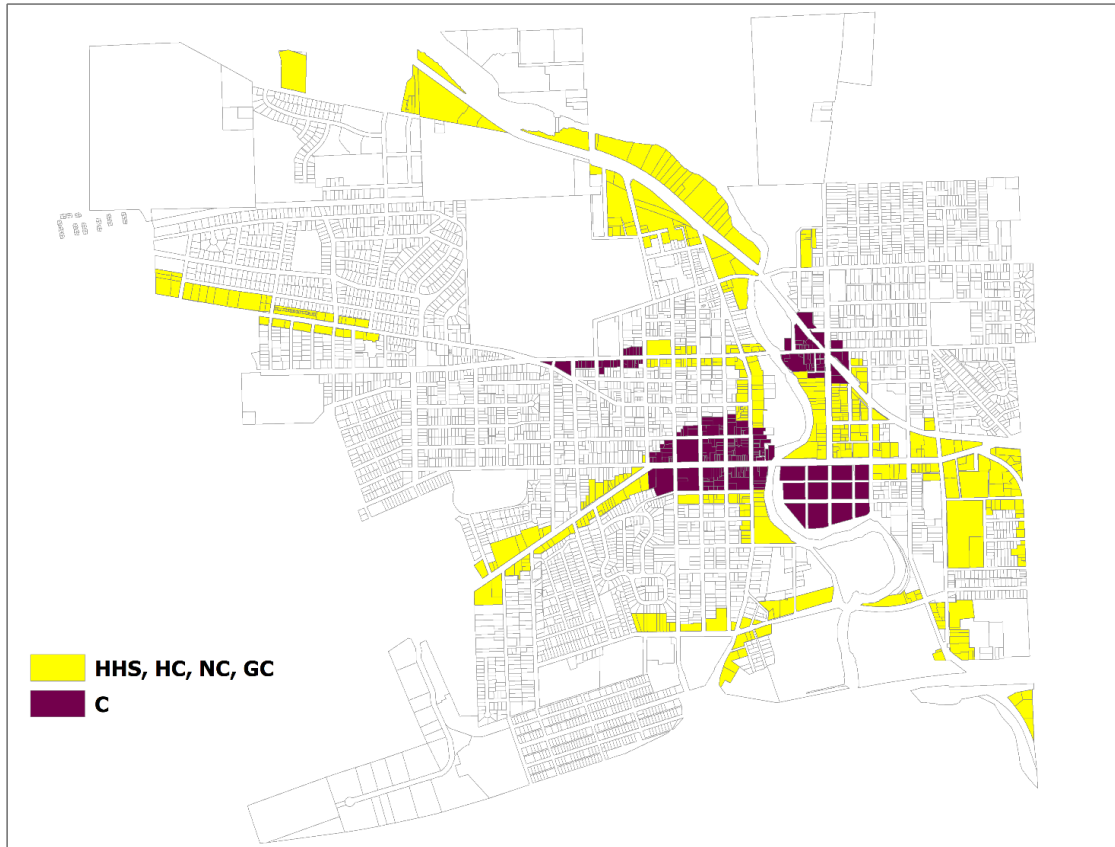
Financial services, with drive-through/drive-in facilities are currently allowed as special uses in Historic Corridor (if less than 15,000 square feet), Neighborhood Corridor, General Corridor, and Health and Human Services. See Figure 2.

Figure 2: Where and How Financial Services with Drive through or drive-in Facilities are Permitted.

<i>P=Principal, A=Accessory, S=Special Land Use, -- = Not Permitted</i>							
USES	HHS	C	HC	NC	GC	NOTES	SPECIFIC REGULATIONS
SERVICES							
Financial services, including banks, less than 15,000 square feet			P	P	P		Drive through or drive-in facilities require special land use.
Financial services, including banks, 15,000 square feet or more			--	S	P		Drive through or drive-in facilities require special land use.
Financial services, including banks	P	P					Drive through or drive-in facilities require special land use in HHS.
							No drive through or drive-in facilities are permitted in C.

Based on 2018 data (most recent zoning map amendment), HHS, HC, NC, and GC account for approximately 484 parcels. Center accounts for 285 parcels. Comparing the eligible (HC, NC, GC, and HHS) parcels to the City's total non-single-family-residential zoned parcels (1,987), eligible parcels account for more than 24% of the City. There are ample opportunities for drive-through/drive-in facilities throughout the City. See Figure 3.

Figure 3: Map of Relevant Zoning Districts



STANDARDS FOR AMENDMENTS

§122-362(a)

*(a) **Text Amendment.** For a change to the text of the Zoning Ordinance, the Planning Commission shall consider and the City Council may consider, whether the proposed amendment meets the following standards:*

(1) The proposed amendment is consistent with the guiding values of the Master Plan; and

This proposed amendment is inconsistent with the guiding values of the Shape Ypsilanti Master Plan. The guiding values most conflicting with the proposed amendment are *safety comes first* and *easily walk, bike, drive or take transit from anywhere*.

Within the *safety comes first* guiding value, a noted measure City of Ypsilanti officials and staff should consider is the "number of pedestrians in centers and public spaces." Regulations should allow for, and encourage pedestrian activity in public spaces. Within the *easily walk, bike, drive,*

or take transit from anywhere guiding value, a noted measure is “change in number of pedestrian, bicycle and vehicle crashes.” The increase of curb-cuts and automobile entries and exits may only create more vehicle versus pedestrian or bicyclist conflict.

(2) The rezoning is consistent with description and purpose of the proposed district, and.

The proposed amendment is inconsistent with the description and purpose of the proposed district. The Center zoning district is a district under the umbrella of “Walkable Urban Districts”. Allowing for the opportunity of drive-in/drive-through, automobile-friendly facilities could adversely affect a walkable urban district. Center districts include essentially cores of the three DDA areas: traditional Downtown, Depot Town, and West Cross.

According to §122-445, “The intent of the zoning district is preserve the urban form, walkable nature and vibrant mix of uses in these areas.” Center zoning districts evolve from the City Framework’s “Centers” in the community-driven Shape Ypsilanti Master Plan (“City Framework” is the name of the Master Plan’s future land use plan, the important piece of a master plan which bridges land use planning to zoning regulations). Therefore, zoning regulations should be consistent with the City Framework’s “Centers” in Chapter 4 and 6 of the Master Plan. To preserve the urban form and walkable nature of the Center zoning district, the City’s decision making should cater more towards the pedestrian on foot or bicycle rather than the automobile. Developments that carve curb-cuts for the automobile, space-out automobile stacking, and construct drive-through canopies should be discouraged. These developments would create gaps and interruptions in the urban form and streetscape that is cherished in Center zoning districts.

(3) The proposed amendment is consistent with the intent of this Zoning Ordinance; and

Per §122-100, the intent of the zoning ordinance is to promote the public health, safety, and welfare. This entails the guiding of location of residence, recreation, industry, trade, service, and other uses of land. It also entails ensuring that uses of the land shall be situated in appropriate locations and relationships. Any land use is not appropriate anywhere.

In Walkable Urban Districts, the intent is to separate certain uses, while also encouraging a walkable, pedestrian-friendly environment by regulating through Building Types. These districts include Center districts as the most walkable district. Despite separating many uses, there are still drive-through/drive-in facilities allowed in certain districts, as stated earlier. Drive-through/drive-in facilities are allowed as Special Uses in Historic Corridor (if less than 15,000 square feet), Neighborhood Corridor, General Corridor, and Health and Human Services.

Overall, there are ample opportunities for drive-through/drive-in facilities throughout the City. See Figure 2 and Figure 3. Center districts should be preserved as the areas with the most urban and walkable form and should not sway towards development that does not prioritize the pedestrian.

(4) The proposed amendment will enhance the functionality, transportation network or character of the future development in the City; and

Staff does not anticipate this amendment will enhance functionality of the City. The amendment more-so encourages pedestrian-vehicular conflict, which should be discouraged as mentioned in standard #1. Alternative modes of transportation should be considered. By not allowing drive-throughs, a local resident might be encouraged to walk or bicycle to the credit union rather than drive.

(5) The proposed amendment will preserve the historic nature of the surrounding area and of the City; and

Staff does not anticipate that this amendment will preserve the historic nature of the City. The City does not recognize parking lots or drives as historic resources. The prioritization of parking areas and drives has potential to harm the historic nature of the surrounding area, rather than preserve it.

(6) The proposed amendment will enhance the natural features and environmental sustainability of the City; and

The allowance of an increase in automobile-friendly development could negatively affect the environmental sustainability of the City. The City is engaging in sustainability planning efforts. Alternatives to emissions-producing vehicles should be emphasized when appropriate. In City staff's opinion, finding alternatives to vehicles in Center districts is very appropriate. Additionally, the development of drive-throughs might increase impervious surface, which could create stormwater runoff and heat-island problems.

(7) The proposed amendment will protect the health, safety, and general welfare of the public; or

Staff anticipates this amendment will create more harm to the health, safety, and general welfare, than protection. Again, as stated in standard #1 and #4, this amendment could have the potential to create more pedestrian-vehicular conflicts in a walkable corridor. The environmental sustainability and the health of the public could be adversely affected too, as stated in standard #6.

(8) The proposed amendment is needed to correct an error or omission in the original text; or

This amendment does not correct an error.

(9) The proposed amendment will address a community need in physical or economic conditions or development practices; and

Staff does not anticipate that this change will address a community need in physical or economic conditions. However, it has significant potential to alter development practices in Center areas of the City.

(10) The proposed amendment will not result in the creation of significant nonconformities in the City.

The proposed amendment will not result in a significant creation of nonconformities.

STAFF RECOMMENDATION

Staff recommends the Planning Commission recommend ***denial*** of the proposed text amendment to Chapter 122: Article IV, Division 3, Subdivision II (§122-446), with the following findings:

- (1) The proposed amendment is inconsistent with the guiding values of the Master Plan;
- (2) The rezoning is inconsistent with description and purpose of the proposed district;
- (3) The proposed amendment is inconsistent with the intent of this Zoning Ordinance;
- (4) The proposed amendment will not enhance the functionality, transportation network or character of the future development in the City;
- (5) The proposed amendment will not preserve the historic nature of the surrounding area and of the City;
- (6) The proposed amendment will not enhance the natural features and environmental sustainability of the City;
- (7) The proposed amendment will not protect the health, safety, and general welfare of the public;
- (8) The proposed amendment will not address a community need in physical or economic conditions or development practices;

Andy Aamodt
City Planner, City of Ypsilanti

c.c. File



CITY OF
Ypsilanti
PRIDE | DIVERSITY | HERITAGE

Text Amendment

§122-360 through 365

This Fact Sheet is not a substitute for the ordinance, but addresses common questions about City ordinances. For further information, please call the Building Department.

All permit applications are available from the Building Department and at cityofypsilanti.com/permits.

Completed applications may be dropped off at the Planning Department.

City Hall

One South Huron
Ypsilanti, MI 48197

Building

3rd Floor, City Hall
Phone: (734) 482-1025
cityofypsilanti.com/building

Planning

3rd Floor, City Hall
Phone: (734) 483-9646
cityofypsilanti.com/planning

Historic District

3rd Floor, City Hall
Phone: (734) 483-9646
cityofypsilanti.com/hdc

All permits, fees, and factsheets can be found at cityofypsilanti.com/permits.

Purpose of Zoning

The purpose of zoning is to locate particular land uses where they are most appropriate, considering public utilities, road access, and the established development pattern. In addition to categorizing land by uses such as residential, commercial, and industrial, a zoning ordinance also specifies such details as building setback lines, the height and bulk of buildings, the size and location of open spaces, and the intensity to which the land may be developed.

Need for a Text Amendment

When a property owner wants to use land in a way that is not permitted by the zoning of their property, sometimes all that is needed to allow that use and protect the public interest is a text change. This could be allowing the use in a certain zone, allowing it in that zone only under certain conditions, or disallowing a previously-permitted use. A text amendment may also be pursued if there's a desire to adjust where buildings are able to be located on a lot, how many parking spaces are required for certain spaces and uses, or anything else contained in the text of the zoning code.

Applying for a Text Amendment

Anyone may apply to amend the text of the zoning ordinance using the attached application. Generally, text amendments are considered justifiable if they meet a list of criteria provided in section 362 of the Zoning Ordinance. Those criteria include, *but are not limited to*:

- The amendment is consistent with the Master Plan;
- The amendment is consistent with the purpose of the Zoning Ordinance;
- The amendment will correct an error or oversight in the Zoning Ordinance.

Review Process and Timeline

Once your application is received, staff will schedule a public hearing. If your application is complete and received by 4:00 p.m. on the third Wednesday of the month, it will be heard in front of Planning Commission at their regular meeting at 7:00 p.m. on the third Wednesday of the following month. During the intervening time, staff will review the application and place a notice in the Washtenaw Legal News.

At their meeting, the Planning Commission will hold a public meeting, where the public is invited to address them about the proposed rezoning. They will also hear a staff report about the amendment's appropriateness, and invite the applicant to speak. With the information they gather at this meeting, they make a recommendation to City Council.

City Council will generally hear the text amendment request and the Planning Commission recommendation at their regularly scheduled meeting on the second Tuesday of the following month. There is another public hearing at this meeting, advertised again in the Washtenaw Legal News, and the text amendment is addressed as the first reading of an ordinance change. The ordinance must be read and approved a second time before it is considered adopted, and will take effect 30 days after adoption. This 30 day period allows for a protest under §122-363.



**City of Ypsilanti
Planning & Development Department**

One South Huron • Ypsilanti, MI 48197
Phone: (734) 483-9646
www.cityofypsilanti.com

ZONING TEXT AMENDMENT APPLICATION

Applicant*

Name Eastern Michigan University Credit Union, a division of University of Michigan Credit Union		
Address 340 East Huron Street		
City Ann Arbor	State MI	Zip 48104
Phone / Fax 734.662.8200, ext. 2760		E-Mail dramos@UMCU.org

Change

Change requested (may continue on a separate sheet): (See attached memo/narrative)
Circumstances, factors, and other relevant information (may continue on a separate sheet): (See attached memo/narrative)

Signature

I hereby attest that the above information is accurate. I am authorized to and grant permission to the City of Ypsilanti
ing staff reports and/or evaluating this

Date: 3.17.2020

Last modified 17 July 2018

Page 3 of 5

Last modified 17 July 2018

Page 3 of 5

Print Name:
DeAnne Ramos, Vice President

MEMO

DATE: March 16, 2020

TO: Andy Aamodt

COMPANY: City of Ypsilanti

FROM: Robert A. Hoida, AIA

PROJECT: Proposed Zoning Ordinance Text Amendment

PROJECT #: 19-200

Dear Andy,

This memo is written to accompany the Proposed Text amendment Request being made by the Eastern Michigan University Credit Union. This memo identifies the specific request being made as well as providing the background information that both precipitates the request as well as the logic behind it.

The Requested Change

The City of Ypsilanti, Michigan Zoning Ordinance, Chapter 122
Division 3: Walkable Urban Districts
Subdivision II: Center
Section 122.446. Permissible Uses

This section notes that "In the Center district, no uses shall be permitted, except the following."

The Services section notes that Financial services, including banks are a Permitted Use.
The Specific Regulations state that "**No drive through or drive-in facilities are permitted in C**"

The heart of this request is to revise the Specific Regulations to read "**Drive through or drive-in Facilities are permitted only as a Special Use.**"

Circumstances, factors, and other relevant information:

The area on West Cross Street has been identified as Center "C" zoning. West Cross Street is identified as a Center area and Core zoning. It is comprised of the properties facing Cross Street for four blocks. The Center zoning here encompasses six (6) street blocks, as two of the blocks are EMU property/use. So while a zone as Center, "C", this particular area is a small satellite of the Center Core.

This Center area is immediately adjacent to a Historic Corridor five blocks east of this core center, and then extending south along Huron Street. It is more an extension of the Historic Corridor, despite its Center zoning. The particular area in question is a small island of Center zoning which is limited by its zoning. The Historic Corridor zoning, closer to the actual center of Ypsilanti indicates that Financial services, including banks, less than 15,000 s.f. are permitted uses. The Specific Regulations indicate that "Drive through or drive-in facilities require special land use." This indicates an inconsistency in the zoning requirements that can be remedied by this text change.

Other specific factors:

Some factors relate to the specific site that the applicant is wishing to redevelop. This site, located at 611 West Cross Street is the site which has led to this request. These can and will be discussed if the text amendment is approved as part of the Special Use application, but a short outline is included below as an extension of the reasoning for this request.

The site was most recently used by Eastern Michigan University as a professional office, specifically used as a part of a psychiatric treatment center. However, it was originally built as a financial facility, i.e. a bank or credit union that included drive-in facilities. That is apparent when looking at the building outline. The building's use is in keeping with its original use.

The City of Ypsilanti is certainly interested in development in the City being Sustainable development. One of the important factors in considering the sustainability of a development is its initial construction materials. Increasingly, architects and developers are concerning themselves with "embodied energy and embodied carbon" in developments. That is, they are considering the amount of energy and materials that are used to construct a development. This is but one factor in considering the existing building stock as a valuable asset. The energy originally used in constructing buildings is best conserved by re-using existing structures. This building is ideal in many ways to be re-used by EMUCU as a new branch, since it is being purposed for its original use. In this case, for the reasons stated above, being able to consider it for a Special Use is a logical consideration that unfortunately is not currently able to be pleased due to a very specific limiting clause. This mitigating language can be altered, while retaining control of this and other proposed drive through banking facilities by limiting the use to a Special Use and not a permitted one. Exceptions can be considered on a case by case basis. This is, in our opinion, a logical request.

Thank you, [REDACTED] Council in advance for your consideration.

Signature [REDACTED]

Robert A. Holda, AIA

Vice President

Cc: Ms. Tiffany Ford, EMUCU
Ms. DeAnne Ramos, EMUCU
Mr. Michael Nicholas, EMUCU

[REDACTED]



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Rheagan Basabica
DATE: June 16, 2020
SUBJECT: Audit Engagement Letter of Rehmann LLC for the City's FYE 6/30/2020

DESCRIPTION:

Audit Engagement Letter of Rehmann LLC for the City's FYE 6/30/2020

SUMMARY:

Enclosed is Rehmann LLC audit engagement letter outlining the services they will provide for the audit of the City's Financial Statements for the fiscal year ending June 30, 2020. The letter includes the audit objective, audit procedures and responsibilities, management responsibilities, and the audit fees.

This engagement letter is a requirement to perform the audit. This is part the for the third year audit of the three year contract with Rehmann, LLC with an option to renew for another two years.

If you have any questions, please feel free to contact me at 734-483-1105 or by e-mail at rbasabica@cityofypsilanti.com.

RECOMMENDED ACTION: Approval of the Rehmann Robson LLC audit engagement letter and authorizing the City Mayor and the Clerk to sign the letter.

ATTACHMENTS: Proposed resolution and Rehmann LLC audit engagement letter

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-132
June 16, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the certain engagement letter between the City of Ypsilanti and Rehmann LLC for the annual audit for the fiscal year ended June 30, 2020, be and the same hereby is approved. The Mayor and City Clerk are authorized to sign for and on behalf of the City of Ypsilanti.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 16 day of June 2020

#Resolution No. 2020-132



Rehmann Robson

675 Robinson Rd.
Jackson, MI 49203
Ph: 517.787.6503
Fx: 517.788.8111
rehmann.com

May 27, 2020

Management and the City Council
City of Ypsilanti
One South Huron Street
Ypsilanti, MI 48197

We are pleased to confirm our understanding of the services we are to provide **City of Ypsilanti** (the "City") for the year ended June 30, 2020.

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion nor provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedules Required by GASB 67 and 68 - Pension Plan
3. Schedules of Funding Progress and Employer Contributions - OPEB Plan

We have also been engaged to report on supplementary information other than RSI, such as combining and individual fund financial statements, that accompanies the City's basic financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

1. Introductory section of the Comprehensive Annual Financial Report
2. Statistical section of the Comprehensive Annual Financial Report

Rehmann is an independent member of Nexia International.

CPAs & Consultants Wealth Advisors Corporate Investigators



Audit Objective

The objective of our audit is the expression of opinions as to whether the City's basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit of the City's financial statements does not relieve management or those charged with governance of their responsibilities. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our report. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with management in advance. If circumstances occur and come to our attention related to the condition of the City's records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, or we become aware that information provided by the City is incorrect, incomplete, inconsistent, misleading, contains material omissions, or is otherwise unsatisfactory which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The concept of materiality is inherent in the work of an independent auditor. An independent auditor places greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote. For this purpose, materiality has been defined as "the magnitude of an omission or misstatement of accounting and financial reporting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would have been changed or influenced by the omission or misstatement."

Audit Procedures and Our Responsibilities—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws

or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from the City's attorneys as part of the engagement, and they may bill the City for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from management about the financial statements and related matters.

We have advised the City of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We can, as a separate engagement, perform extended procedures specifically designed to potentially detect defalcations. Management acknowledges that the City has not engaged us to do so and does not wish us to do so at this time.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management agrees to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably within senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of these or other nonattest services performed by our Firm; and understand and accept responsibility for the results of such services.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management functions or responsibilities.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the City and its business environment, including internal control over financial reporting sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures that are appropriate in the circumstances. An audit is not designed to provide assurance on internal control, to identify deficiencies in internal control, or to express an opinion on the effectiveness of internal control over financial reporting. Accordingly, we will express no such opinion. However, during the audit, we will communicate to the appropriate level of management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards. These matters refer to significant matters related to the financial statement audit that are, in our professional judgment, relevant to the responsibilities of those charged with governance in overseeing the City's financial reporting process. When applicable, we are responsible for communicating certain matters required by laws or regulations, or by additional requirements that may be applicable to this engagement. Auditing standards generally accepted in the United States of America do not require the independent auditor to design or perform procedures for the purpose of identifying other matters to communicate with those charged with governance. Management is responsible for assessing the implications of and correcting any internal control-related matters brought to the City's attention by us.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Management is solely and completely responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including ongoing monitoring activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with an acceptable financial reporting framework. Management is responsible for determining, and has determined, that the applicable and appropriate financial reporting framework to be used in the preparation of the City's financial statements is accounting principles generally accepted in the United States of America (GAAP).

Management is also solely and completely responsible for making all financial records and related information available to us, including a reasonably adjusted trial balance, and for the accuracy and completeness of that information. Management is also responsible for providing us with (1) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request from management for the purpose of the audit, and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

We understand that management will provide us with such information required for our audit, including a reasonably adjusted trial balance, and that management is responsible for the accuracy and completeness of that information. Assistance provided by our Firm in the preparation of a reasonably adjusted trial balance is considered an additional billable service.

We will advise management and the City Council, as necessary about appropriate accounting principles and their application and may assist in the preparation of the City's financial statements, but the ultimate responsibility for the financial statements remains with management with oversight by those charged with governance. As part of our engagement, we may propose standard, adjusting or correcting journal entries to the City's financial statements. Management is responsible for reviewing the entries, understanding the nature of any proposed entries and the impact they have on the financial statements and the implications of such entries on the City's internal control over financial reporting. Further, the City is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these nonattest services.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's

responsibilities include informing us of its knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the government received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the City complies with applicable laws and regulations.

Management is responsible for the preparation of the supplementary information that is presented fairly in relation to the basic financial statements. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) management is responsible for presentation of the supplementary information in accordance with GAAP; (2) that management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal control over financial reporting, various matters concerning fraud risk, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written management representation letter.

We are not hosts for any City information. Management is expected to retain all financial and non-financial information that management uploads to a portal (document sharing site), and management is responsible for downloading and retaining in a timely manner anything we upload. Portals are meant as a method only of transferring and sharing data, and are not intended for the storage of City information, which may be deleted at any time. Management is expected to maintain control over the City's accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of the City's data or records. Giving us access to the City's accounting system does not make us hosts of information contained within.

Fees

Our fee for the audit services for the year ended June 30, 2020 will be charged at rates commensurate with the value of our professional services rendered and are not expected to exceed \$32,500.

Our invoices for these fees are due and payable as follows:

October 31, 2020	\$16,500
November 30, 2020	16,000

This fee is based on the assumption that unexpected circumstances will not be encountered during the audit. This fee is based on anticipated cooperation from the City's personnel, continued readiness and proactive assistance on their part in providing us with complete and accurate information (whether financial or nonfinancial in nature) considered necessary by us to form an appropriate opinion, and the assumption that unexpected circumstances will not be encountered during the audit. Such circumstances include, but are not necessarily limited to significant addition or deletion of funds, component units or related entities and first-time application of significant new professional

Management and the City Council
City of Ypsilanti
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accounting or auditing pronouncements. In addition, the fee above assumes management will analyze and maintain appropriate support for significant valuation assertions embodied in the financial statements including the valuation of investment securities, the actuarial methods and assumptions used to calculate the net pension and other postemployment benefits liabilities, impairment of capital assets including those held for sale, the valuation of inventories and land held for resale, allowances for uncollectible receivables, and the estimate for incurred-but-not-reported self insurance claims. If significant additional time is necessary, we will discuss the related circumstances with management and arrive at a new fee estimate, which may or may not occur before we incur the additional time. In these circumstances, we may also issue a change order form (an attached example is provided.)

Engagement Administration, and Other

Management shall discuss any independence matters with Rehmann that, in management's judgment, could bear upon Rehmann's independence.

Our audit engagement and responsibility as auditors ends on delivery of our audit report. Any follow-up services that might be required will be part of a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

This engagement letter, including the attached Rehmann Audit Engagement Letter Terms and Conditions which are incorporated herein by reference as if set forth within the body of this engagement letter in their entirety, reflect the entire understanding between us relating to the audit services covered by this agreement. This agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. The agreements of the City and Rehmann contained in this document shall survive the completion or termination of this engagement. If any term hereof is found unenforceable or invalid, this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included.

We appreciate the opportunity to be of service to the **City of Ypsilanti** and believe the arrangements outlined above and in the attached Rehmann Audit Engagement Letter Terms and Conditions accurately summarize the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement, please sign the enclosed copy of this document and return it to us.

A handwritten signature in black ink that reads "Rehmann Johnson LLC".

Daniel B. Clark, CPA
Principal
Executive responsible for supervising the
engagement and signing our report

Management and the City Council
City of Ypsilanti
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ACKNOWLEDGED AND ACCEPTED:

This letter correctly sets forth the understanding of *City of Ypsilanti*.

Officer Signature

Printed Name

Title

Date

Rehmann Audit Engagement Letter Terms and Conditions

ADDITIONAL SERVICES - The City may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with management regarding the scope of the additional services and the estimated separate fees. We also may issue a change order form (an attached example is provided), or a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our attest services will continue to be governed by the terms of this engagement letter.

CODE OF CONDUCT - Management is responsible for identifying any violations by employees of the City's code of conduct.

CHANGES IN STANDARDS, LAWS AND REGULATIONS - We perform services for the City based on present professional standards, laws and regulations. While we may on occasion be able to communicate with management with respect to changes in professional standards, laws and regulations, as a general principle we cannot undertake with clients to advise them of every change that may occur. The City can always obtain reassurance in this regard by contacting us for an updated review of the City's situation.

MANAGEMENT'S REPRESENTATIONS - The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false, misleading, incomplete, inconsistent, or omitted representations could cause us to expend unnecessary efforts or could cause material error or a fraud to go undetected by our procedures. In view of the foregoing, the City agrees that we shall not be responsible for any material misstatements in the City's financial statements that we may fail to detect as a result of false, inaccurate, incomplete, inconsistent, or misleading representations that are made to us by management. In addition, the City further agrees to indemnify and hold us harmless for any liability and all reasonable costs, including legal fees, that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of the City's management.

CLIENT ASSISTANCE - We understand that the City's employees will prepare all cash, accounts receivable, and other confirmations we request and will locate and refile any documents selected by us for testing. In addition, management will provide us with copies of all minutes and other documents that we believe may have a bearing on our evaluation of the City's financial affairs.

WORK SPACE - The City shall provide reasonable work space for Rehmann personnel at audit work sites, as well as occasional clerical support services.

TIMELY DECISIONS AND APPROVALS - The City understands that Rehmann's performance is dependent on the City's timely and effective satisfaction of its own activities and responsibilities in connection with this engagement, as well as timely decisions and approvals by City personnel.

ACCURACY AND COMPLETENESS OF INFORMATION - Management agrees to ensure that all information provided to us is accurate, complete, and consistent in all material respects, contains no material omissions and is updated on a prompt and continuous basis. In addition, management will also be responsible for obtaining all third-party consents, if any, required to enable Rehmann to access and use any third-party products necessary to our performance.

EMAIL - The City acknowledges that (a) Rehmann, the City and others, if any, participating in this engagement may correspond or convey documentation via Internet e-mail unless the City expressly requests otherwise, (b) no party has control over the performance, reliability, availability, or security of Internet e-mail, and (c) Rehmann shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond Rehmann's reasonable control.

OFFERS OF EMPLOYMENT - Professional standards require us to be independent with respect to the City in the performance of our services. Any discussions that management has with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that management inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Neither party shall, during the term of this engagement letter and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel without such other party's express written consent. If the City desires to offer employment to a Rehmann associate and the associate is hired in any capacity by the City, a market-driven compensation placement fee may apply.

ADDITIONAL FEES AND BILLING POLICIES - It must be understood that the nature of our engagement requires us to exercise our independent professional judgment with respect to various auditing, accounting and related issues. In reaching our conclusions, we must retain the right to judge the nature and scope of the work required in order to conform to professional standards, as well as the work we deem necessary to enable us to reach the conclusions and form the opinions required of us. If our judgment as to the scope of the work required causes us to reassess our estimate of fees for this engagement, we will so advise the City. We reserve the right to refrain from performing additional work (and thereby incurring additional time charges) unless and until the City has confirmed its understanding of, and agreement to, any additional estimated charges.

Our fee estimate is based upon our discussions with management, in which management has disclosed no unusual problems or issues which would require us to conduct an audit of unusual scope or otherwise expend time and effort in excess of that normally anticipated in an engagement of this type. The estimate also assumes that we will have the full cooperation of City personnel, as required, and that there is a reasonable continuity of City personnel familiar with the matters to which our engagement relates. In addition, our fee is based on the experience level of our personnel, at their respective standard hourly rates, performing certain audit procedures at certain timeframes. If we are caused to vary from that planning formula, additional fees will need to be charged to allow for more experienced personnel performing the work, reallocation of our client priority, overtime, etc. Further, management will provide us with the schedules and records that we request (which ordinarily are detailed in a request list in advance of our fieldwork) and that all such schedules and records will be provided to us timely in accordance with the scheduled fieldwork dates, to be mutually agreed upon. If the requested schedules and records are not provided to us in accordance with the scheduled dates and we are unable to continue our work, we will attempt to resume our work as soon as the schedules and records are provided to us and our professionals assigned to the engagement again become available.

As a result of well-publicized events, global economic convergence, and the continued evolution of the accounting profession, accounting and auditing standard setters and regulators are continually evaluating the need for changes that may affect the City. Such changes may result in changes in financial reporting and expanding the nature, timing and scope of activities we are required to perform to provide the services discussed in this letter. Proposed changes and shortened deadlines could result in a reduction of the level of assistance and preparedness the City is able to provide. We expect that our clients may continue to look to us to assist them with these changes. To the extent any changes require us to increase the time required to provide the services described in this letter or to complete new tasks required by such changes, we reserve the right to adjust our fees appropriately. We will endeavor to advise the City of anticipated changes to our fees on a timely basis.

In accordance with our Firm policies, work may be suspended if the City's account becomes 30 days or more overdue and will not be resumed until the account is paid in full or we have a definitive payment agreement approved by our Firm administrator in Saginaw, Michigan. If we elect to terminate our services for nonpayment, our

Rehmann Audit Engagement Letter Terms and Conditions

engagement will be deemed to have been completed even if we have not issued our report. The City will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our terms and conditions impose a late charge of 1.5% per month, which is an annual percentage rate of 18%. Balances not paid within 30 days of the receipt of invoice are past due and a late charge of 1.5% will be applied to the entire past due amount.

Rehmann now charges a 3% convenience fee on credit card payments.

CLAIMS - Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, the City agrees that, notwithstanding the statute of limitations of any particular State or U.S. Territory, any claim based on the audit engagement must be filed within 12 months after performance of our service, unless management has previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

TERMINATION OF SERVICES - We reserve the right to suspend or terminate services for reasonable cause such as failure to pay our invoices on a timely basis or failure to provide adequate information in response to our inquiries necessary for successful performance of our audit services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed the audit and issued our signed auditors' report. The City is obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

We acknowledge the City's right to terminate our services at any time, and the City acknowledges our right to withdraw at any time, including, but not limited to, for example, instances where, in our judgment, (a) the conditions in the first paragraph of the Audit Objectives section of this letter exist, (b) our independence has been impaired, (c) we can no longer rely on the integrity of management, (d) management (or the Audit Committee, if applicable) fails to reasonably support our efforts to perform the engagement in accordance with what we believe is necessary to comply with professional standards, or (e) a lack of professionalism exhibited by management appears to demonstrate a lack of respect for our personnel such as that evidenced in inappropriate or threatening language/emails, subject in either case to our right to payment for charges incurred to the date of termination or our resignation.

In the event that we determine to resign, and the City seeks damages allegedly resulting from such resignation, our maximum liability to the City in the event we are held liable because of such resignation shall be limited to the fees actually paid to us for current year audit work performed up to the date of resignation.

INITIAL ISSUANCE OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS - If the City intends to publish or otherwise reproduce our audit report on the financial statements and/or make reference to our Firm name, such as for inclusion in an annual report (such as, for example, in a CAFR), prospectus, official statement, or similar disclosure document, including incorporation by reference thereto, the City agrees to provide us with a copy of the final reproduced document for our review and approval before it is distributed, circulated or submitted. Additional fees for issuance or inclusion of our audit report and/or any other reference to our Firm in such other document, will be based on our standard hourly rates.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on the City's Internet Web site, the City understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

SUBSEQUENT REPRODUCTION OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS - If the City decides to include, publish or otherwise reproduce our audit report on the financial statements at a date

subsequent to our original report issuance, such as for inclusion in a Preliminary or Official Statement, an exempt offering in connection with a sale of bonds or notes, or other securities, or in a similar exempt offering or other disclosure document such as a prospectus, official statement, etc. (hereinafter referred to as the "document"), our Firm is presumed not to be associated with such document, and we have no obligation to perform any procedures with respect to such document. In these circumstances, the City agrees to include in such document a statement that Rehmann has not been engaged to perform and has not performed, since the date of our audit report being reproduced, any procedures on the financial statements contained in such document or on any unaudited financial or other information contained in the document, or on the document itself. If, however, management or the City's agent (such as an underwriter, bond counsel, placement agent, financial advisor, broker-dealer, etc.) requests our involvement, thereby causing us to be engaged to or otherwise prepare a written acknowledgement (sometimes referred to as a "consent" or "agree to include") letter prior to including our audit report in such a document, or requests or engages us to assist in preparing or reviewing financial or other information contained in such document, or participate in related oral due diligence meetings or offering discussions, our Firm then becomes associated with the document. In this event, in accordance with professional standards, we will be required to perform certain subsequent events-based or other limited procedures with respect to this or other unaudited information contained in the document shortly before the initial and any subsequent distribution, circulation, or submission. Fees for reissuance or inclusion of our audit report in such a document will be based on our standard hourly rates. If the City wishes to make reference in such a document to our Firm's role in connection with the purpose and dissemination of the document, the caption "Independent Auditors" may be used to title or label that section of the document. In accordance with professional standards, the caption "Experts" should not be used, nor should our Firm be referred to as "Experts" anywhere in the document.

INFORMAL ADVICE - As part of our engagement we may provide advice on operating, internal control over financial reporting and other matters that come to our attention. Informal advice is not considered to be a consulting service unless we have entered into a separate engagement.

THIRD PARTY PROCEEDINGS - As a result of our prior or future services to the City, we might be requested or subpoenaed to provide information or documents to management, a court, a trier of fact, or a third party in a legal, investigative, administrative, mediation, or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be billable to the City as a separate engagement. We shall be entitled to compensation for our time at our standard or special hourly rates and reasonable reimbursement for our expenses (including our legal fees) in complying with this request. For all such requests, we will observe the confidentiality requirements of our profession and will notify management promptly of the request. This paragraph will survive the termination of this agreement for any reason, and will be binding upon successors to the City.

PEER REVIEW - Our Firm, as well as other major accounting firms, participates in a "peer review" program covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the City may be selected by the other firm for their review. If it is, the other firm is bound by professional standards to keep all information confidential. If management objects to having the work we perform for the City reviewed by our peer reviewer, please notify us in writing.

PROMOTIONAL MATERIALS - The City consents to Rehmann's use of your City name and a factual description of the services to be performed by Rehmann under this agreement in Rehmann's advertising and promotional materials and other proposal opportunities.

Rehmann Audit Engagement Letter Terms and Conditions

MEDIATION - If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to binding arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties.

GOVERNING LAW - This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to the principles of conflicts of law thereof.



EXAMPLE CHANGE ORDER

Client: **City of Ypsilanti** (the "City")

Date:

Project Description (and estimated completion date, if appropriate):

Estimated Additional Fees: \$ _____

We believe it is our responsibility to exceed the City's expectations. This Change Order is being prepared because performance by us of the above project and/or additional service efforts was not anticipated in our original Agreement dated _____. The estimated fees for the above project have been mutually agreed upon by the City and Rehmann. It is our goal to ensure that the City is never surprised by the price for any Rehmann service and, therefore, we have adopted the Change Order Policy. The estimated additional amount above is due and payable upon completion of the project described.

If management agrees with the above project description and the estimated fee amount, please authorize and date the Change Order below. A copy is enclosed for the City's records. Thank you for letting us serve the City.

Agreed to and accepted:

Officer Signature

Printed Name

Title

Date



Resolution No. 2020-133
June 16, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of June 2, 2020 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
16 day of June 2020

#Resolution No. 2020-133



MINUTES VIRTUAL COUNCIL Meeting

6:00 PM - Tuesday, June 2, 2020

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, June 2, 2020, at 6:00 PM, 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 6:00 p.m.

II. ROLL CALL

III. AGENDA APPROVAL

The agenda was approved as submitted.

IV. PUBLIC COMMENT (3 MINUTES)

Nine people spoke.

V. PRESENTATIONS

- a) Resolution No. 2020-115A, declaring racism a public health crisis. (added)

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City Council of the City of Ypsilanti is outraged and appalled by the recent murders of George Floyd, Ahmaud Arbery, Breonna Taylor, Tony McDade and countless other African Americans that have lost their lives to racial violence, and police brutality; and

WHEREAS, the City of Ypsilanti grieves with the families and communities across this nation and calls for accountability of those who perpetuate violence under the badge of law; and

WHEREAS, historic, systemic and pervasive racism and traumas of colonization and slavery make people of color, particularly African Americans and Indigenous communities in our country, fear for their families' health, safety, and lives every single day; and

WHEREAS, racism is a social system with multiple dimensions: individual racism that is internalized or interpersonal; systemic racism that is institutional or structural, and is a system of structuring opportunity and assigning value based on the social interpretation of how one looks; and

WHEREAS, racism unfairly disadvantages specific individuals and communities, while unfairly giving advantages to other individuals and communities, and saps the strength of the whole society through the waste of human resources, and the City of Ypsilanti's collective prosperity depends upon the equitable access to opportunity for every resident regardless of the color of their skin; and

WHEREAS, racism causes persistent discrimination and disparate outcomes in many areas of life, including housing, education, employment and criminal justice; and an emerging body of research demonstrates that racism itself is a social determinant of health; and

WHEREAS, based on population percentages African Americans experience systemic inequity per capita nationally; and

WHEREAS, communities of color, working class residents, and those that suffer from disabilities, are more likely to experience poor health outcomes as a consequence of their social determinants of health — health inequities stemming from economic stability, education, physical environment, food and access to health care systems; and

WHEREAS, a contemporary example of such disparity is highlighted by the coronavirus data in Washtenaw County, 12% of the county population are African American, yet account for 34% of the diagnosis; and

WHEREAS, more than 100 studies have linked racism to worse health outcomes; and

WHEREAS, no change will be realized until white citizens of this country stand besides those exclaiming for justice; and

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

- 1. Assert that racism is a public health crisis affecting our entire country.**
- 2. Work to progress as an equity and justice-oriented organization, with the City Council and its staff leadership continuing to identify specific activities to further enhance diversity and to ensure antiracism principles across City Council leadership, staffing and contracting.**
- 3. Promote equity through all policies approved by the City Council and enhance educational efforts aimed at understanding, addressing and dismantling racism and how it affects the delivery of human and social services, economic development and public safety.**
- 4. Continue to advocate locally for relevant policies that improve health in communities of color, and supports local, state, regional, and federal initiatives that advance efforts to dismantle systemic racism.**
- 5. Further work to solidify alliances and partnerships with other organizations that are confronting racism and encourage other local, state, regional and national entities to recognize racism as a public health crisis.**
- 6. Support community efforts to amplify issues of racism and engage actively and authentically with communities of color wherever they live.**
- 7. To always promote and support policies that prioritize the health of all people, especially people of color by mitigating exposure to adverse childhood experiences.**

8. Continue on-going racial equity training with the goal of reaching all City of Ypsilanti leadership and staff.

9. Encourage racial equity training among all community partners, grantees, vendors and contractors.

10. Identify clear goals and objectives, including periodic reports to the City Council, to assess progress and capitalize on opportunities to further advance racial equity; and

Be it Further resolved, that City Council supports all additional efforts in the City of Ypsilanti, State of Michigan, and nationwide to address racism and public health disparities due to racial inequities; and

Be it Further resolved, that the City Council of the City of Ypsilanti declares there will be zero tolerance for police brutality by the City of Ypsilanti Police Department; and

Be it Further resolved, that the City Council of the City of Ypsilanti call upon the Governor, the Speaker of the Michigan House, and the Michigan Senate Majority Leader to join with us to declare racism as a public health crisis and to enact equity in all policies of the state of Michigan.

Mayor Pro-Tem Lois Richardson moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2020-115A.

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

b) Proclamation regarding Gun Violence Awareness Day in Ypsilanti.

**2020 PROCLAMATION
DECLARING THE FIRST FRIDAY IN JUNE TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY**

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the City of Ypsilanti to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, more than 100 Americans are killed by gun violence and on average there are more than 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, in Michigan has almost 1200 gun deaths every year, with a rate of 11.8 deaths per 100,000 people. Michigan has the 30th highest rate of gun deaths in the US; and

WHEREAS, gun homicides predominantly occur in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including in Ypsilanti, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, the pandemic facing America has drastically impacted communities and individuals sheltering in place which may result in situations where access to firearms results in increased risk in intimate partner violence gun deaths, suicide by gun and unintentional shootings;

WHEREAS, in January 2013, Hadiya Pendleton, a teenager who marched in the presidential inaugural parade and was tragically shot and killed just weeks later, should be now celebrating her 23rd birthday; and

WHEREAS, to help honor Hadiya – and the more than 100 Americans whose lives are cut short every day and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 5, 2020, the first Friday in June, as the 6th National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 5th, the first Friday in June in 2020, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 5, 2020 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that Mayor Bashert of the city of Ypsilanti declares the first Friday in June, June 5, 2020, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

Given under my hand and seal of the
City of Ypsilanti, June 2, 2020.

Beth Bashert, Mayor

- c) National Resources Trust Fund Grant Application - Project Manager Bonnie Wessler

VI. PUBLIC HEARINGS

- a) Public Hearing regarding an application to the Michigan Department of Natural Resources Trust Fund for the Huron Pathway Project.
1. Resolution No. 2020-115, closing the public hearing.

Mayor Bashert opened Public Comment.

One person spoke.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing regarding the submission of a development application to the Michigan Department of Natural Resources for the Huron Pathway Project be officially closed.

Council Member Steven Wilcoxon moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2020-115.

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

VII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2020-116, authorizing the submission of a development application to the Michigan Department of Natural Resources Trust Fund for the Huron Pathway Project.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City strongly supports safe nonmotorized transportation and safe access to recreation opportunities for people of all abilities and incomes; and

WHEREAS, the need for a safe crossing of I-94 at Huron Street for pedestrians and bicyclists is incorporated in the City's Master Plan, Nonmotorized Plan, and 5-year approved Parks and Recreation Master Plan; and

WHEREAS, a TAP grant has been awarded for the design and construction of such a crossing, administered by Washtenaw County Road Commission and MDOT, for an anticipated amount of \$3.3 million dollars for the construction, for which any NRTF award would be used as match; and

WHEREAS, the need for a safe crossing is incorporated in the City's Master Plan and Nonmotorized Plan; and

NOW THEREFORE BE IT RESOLVED, THAT the City Council hereby authorizes the submission of a development application to the Michigan Department of Natural Resources Natural Resources Trust Fund in the amount of \$300,000 for the Huron Pathway Project, matched by the conditional TAP award for State of Michigan fiscal year 2022, City fiscal year 2021-22.

Council Member Anthony Morgan moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2020-116.

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

- b) Resolution No. 2020-117, approving the minutes of May 19, 2020.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of May 19, 2020 be approved.

Council Member Anthony Morgan moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2020-117.

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

- c) Resolution No. 2020-118, approving appointments to Boards and Commissions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Emily Drennen Re-appointment 309 Middle Ypsilanti, MI 48198	Sustainability Commission	5/1/2023
Nancy Heine Re-appointment 214 S. Washington Ypsilanti, MI 48197	Sustainability Commission	5/1/2023
Christian Cannon Re-appointment 418 Burton Ct. Ypsilanti, MI 48197	Sustainability Commission	5/1/2023
Ka’Ron Gaines Re-appointment 833 Armstrong Ypsilanti, MI 48197	Human Relations Commission	5/1/2023
Heidi Jugenitz Re-appointment 35 Photo Ypsilanti, MI 48198	Planning Commission	5/1/2023

Jake Albers
5/1/2023
Re-appointments
1533 Collegewood
Ypsilanti, MI 48197

Zoning Board of Appeals

Council Member Anthony Morgan moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2020-119.

Council Member Anthony Morgan moved, seconded by Council Member Steven Wilcoxon, to divide the Question and handle each name with an individual vote.

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

Mayor Pro-Tem Lois Richardson moved, seconded by Council Member Annie Somerville, to table the reappointment of Emily Drennen until the next meeting.

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

Council Member Steven Wilcoxon moved, seconded by Council Member Annie Somerville, to approve the reappointment of Nancy Heine.

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

Mayor Pro-Tem Lois Richardson moved, seconded by Council Member Steven Wilcoxon, to approve the reappointment of Christian Cannon.

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

Council Member Anthony Morgan moved, seconded by Council Member Steven Wilcoxon, to table the reappointment of Ka'Ron Gaines until the next agenda.

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

Council Member Nicole Brown moved, seconded by Council Member Steven Wilcoxon, to table the reappointment Heidi Jugenitz to the next agenda.

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

Council Member Steven Wilcoxon moved, seconded by Council Member Jennifer Symanns, to approve the reappointment of Jake Albers.

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

- d) Resolution No. 2020-119, authorizing the City Treasurer to levy and assess unpaid bills in the July 2020 tax roll.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That, the City Treasurer be authorized to levy and assess on the July 2020 tax roll the attached listing of unpaid bills totaling \$88,470.

Council Member Anthony Morgan moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2020-119.

Mayor Pro-Tem Lois Richardson moved, seconded by Council Member Nicole Brown, to delay the assessment to the Winter Tax Roll.

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

- e) Resolution No. 2020-120, approving ordinance 1359 entitled, "2020-2021 Tax Levy Ordinance (**Second Reading**)

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the proposed ordinance entitled "2020-2021 Tax Levy Ordinance", be approved on Second Reading.

Council Member Steven Wilcoxon moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2020-120.

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

- f) Resolution No. 2020-121, approving Ordinance 1360, An Ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and major Organizational Unit for FY 2019-2020" **(Second Reading)**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Year 2019-2020, be approved on Second Reading.

AMENDED BUDGET 19-20

Fund #	Fund Name	Revenue	Expenditure
101	General Fund	15,485,296	(15,495,298)
102	Housing Fund	75,000	(75,000)
202	Major Street	1,753,821	(1,725,321)
203	Local Street	560,573	(559,573)
205	Public Safety	390,000	(390,000)
226	Garbage and Rubbish Collection	936,631	(940,431)
265	Police Special Revenue	13,044	(13,044)
275	Depot Town Development	232,077	(214,079)
304	2016 GOLT Bonds	869,516	(869,516)
364	2002B W&S Debt	31,875	(31,875)
413	Down Town Authority	318,016	(304,826)
414	Capital Improvement	1,263,623	(1,458,970)
415	Economic Development Authority	37,250	(37,250)
469	2003D W&S	335,750	(335,750)
471	2003C W&S	50,313	(50,313)
473	2004A Ser DDA	87,773	(87,773)
474	2004B W&S	387,872	(387,872)
479	2007 W&W Rev	18,001	(18,001)
480	2008 W&S Disp	25,731	(25,731)
481	2008 W&S Disp	7,288	(7,288)
482	2012 W&S Factory Pump	191,331	(191,331)
483	2013 Rev Refunding Bond	760,880	(760,880)
485	2013 Rev Refunding Bond	27,616	(27,616)
486	2016 W&S Rev Ref Bond	838,100	(838,100)
495	Sidewalk Improvement	176,503	(174,231)
514	Parking Fund	0	0
588	Public Transit	295,774	(295,774)
641	Motorpool	999,187	(1,014,187)
677	Worker's Compensation Fund	219,213	(219,213)
732	Fire and Police Pension	5,097,386	(4,649,269)
736	Retiree Benefits	1,639,331	(1,595,860)

Grand Total	33,124,771	(32,794,372)
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Further, that in accordance with Section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow the City Managers' authority to approve budget transfers between programs within the same fund, and only Council may authorize transfers between funds. Department Heads may transfer funds between accounts within a specific program under their direction with the exception of personnel and capital expenditures, which must be approved by the City Manager.

Council Member Anthony Morgan moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2020-121.

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

- g) Resolution No. 2020-122, approving Ordinance 1361, an ordinance entitled to adopt budget appropriations by department and major organizational unit for 2020-2021 and 2021-2022 fiscal years. **(Second Reading)**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "An Ordinance to Adopt Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2020-2021 and 2021-2022", be approved on Second Reading.

Fund #	Fund Name	Original Budget 20-21		Orinal Budget 20-22	
		Revenue	Expenditure	Revenue	Expenditure
101	General Fund	15,330,943	(15,330,943)	15,475,641	(15,475,641)
102	Housing Fund	75,000	(75,000)	0	0
202	Major Street	3,110,634	(3,110,634)	1,082,367	(1,082,367)
203	Local Street	518,078	(518,078)	539,907	(524,983)
205	Public Safety	375,000	(375,000)	375,000	(375,000)
226	Garbage and Rubbish Collection	1,095,124	(1,095,124)	1,117,865	(1,117,865)
265	Police Special Revenue	574	(444)	641	(452)
275	Depot Town Development	252,181	(224,211)	257,394	(224,079)
304	2016 GOLT Bonds	883,098	(883,098)	889,137	(889,137)
364	2002B W&S Debt	31,125	(31,125)	30,375	(30,375)
413	Down Town Authority	344,394	(301,631)	292,861	(292,861)
414	Capital Improvement	472,608	(472,608)	234,608	(234,608)
415	Economic Development Authority	2,497	(550)	2,422	(567)
469	2003D W&S	338,125	(338,125)	335,313	(335,313)
471	2003C W&S	49,188	(49,188)	48,063	(48,063)
473	2004A Ser DDA	84,728	(84,728)	86,613	(86,613)
474	2004B W&S	390,434	(390,434)	387,838	(387,838)
479	2007 W&W Rev	17,682	(17,682)	17,363	(17,363)

480	2008 W&S Disp	25,231	(25,231)	29,669	(29,669)
481	2008 W&S Disp	12,101	(12,101)	11,851	(11,851)
482	2012 W&S Factory Pump	185,228	(182,750)	186,174	(184,438)
483	2013 Rev Refunding Bond	758,660	(753,200)	749,988	(746,400)
485	2013 Rev Refunding Bond	27,116	(27,116)	26,616	(26,616)
486	2016 W&S Rev Ref Bond	835,800	(835,800)	839,250	(839,250)
495	Sidewalk Improvement	134,725	(131,001)	134,939	(131,306)
514	Parking Fund2	455,427	(396,426)	486,617	(427,590)
588	Public Transit	307,468	(307,468)	313,606	(313,606)
641	Motorpool	1,110,575	(1,063,143)	1,107,041	(1,086,211)
677	Worker's Compensation Fund	175,757	(175,757)	175,832	(175,832)
732	Fire and Police Pension	4,581,968	(4,581,968)	4,654,428	(4,654,428)
736	Retiree Benefits	1,780,803	(1,446,695)	1,820,322	(1,475,532)
Grand Total		33,762,272	(33,237,259)	31,709,741	(31,225,854)

Further, that in accordance with Section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow the City Managers' authority to approve budget transfers between programs within the same fund, and only Council may authorize transfers between funds. Department Heads may transfer funds between accounts within a specific program under their direction with the exception of personnel and capital expenditures, which must be approved by the City Manager.

Mayor Pro-Tem Lois Richardson moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2020-122.

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

- h) Resolution No. 2020-123, approving the Capital Improvements Plan for Fiscal Years 20-21 through 26-27.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Charter of the City of Ypsilanti requires that Council adopt a Capital Improvements program on an annual basis; and

WHEREAS, the Planning Enabling Act requires that Council adopt a Capital Improvements program on an annual basis; and

WHEREAS, the City of Ypsilanti is pursuing renewal of its Redevelopment Ready Certification from the Michigan Economic Development Corporation, which likewise requires that a Capital Improvements Plan be adopted; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council hereby adopt the Capital Improvement Plan for FY2020/2021 through FY2026/2027.

Council Member Steven Wilcoxon moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2020-123.

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

- i) Resolution No. 2020-124, approving contract for installation of playground equipment for Candy Cane Park.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City released a Request for Proposals to replace outdated play equipment at Candy Cane Park in February of this year with an option to relocate it; and

Whereas, five complete bids were received in a timely fashion; and

Whereas, the lowest well-qualified bid was submitted by Play Environments, option 2, for \$74,994; and

Now therefore be it resolved that the City Council award the bid submitted by Play Environments for option 2-, with funds to be allocated from the existing Parks Capital Fund, budget year 2019-20, account 414-7-7510-970-00.

Council Member Steven Wilcoxon moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2020-124.

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

- j) Resolution No. 2020-125, authorizing the Department of Public Services to enter into a sales agreement with Element XS for Asset Management Software.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City of Ypsilanti was awarded a SAW grant from the State of Michigan in an amount of \$376,288; and,

Whereas, \$81,000 of those grant funds were set aside to purchase asset management software; and,

Whereas, city staff has evaluated three (3) different options for digital asset management and has recommended Elements XS due to its simplicity of use and comprehensive scope.

Now therefore be it resolved that that the City of Ypsilanti authorizes the Department of Public Services Director to enter into a sales agreement with Elements XS for the purchase of Asset Management Software for an amount of \$65,500 with any changes to be approved by the City Manager.

Council Member Anthony Morgan moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2020-125.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Steven Wilcoxon

AYES:	Beth Bashert, Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville
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- k) Resolution No. 2020-126, approving street closure policy to assist in social distancing for Central Business District Bars and Restaurants.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the COVID-19 crisis has hit the City of Ypsilanti and our businesses extremely hard; and

Whereas, public health guidance is indicating that eating on outdoor patio's at restaurants is the safest way to dine out, and

WHEREAS, the city seeks to assist in the recovery of our small businesses when the stay at home stay safe order is lifted; and

Whereas, It is expected that restaurants capacity is expected to be reduced to at least 50% when they are allowed to reopen, and

Now therefore be it resolved that the Ypsilanti City Council approves a special event permit closing E Cross Street– stretching from Rice Street to River Street, North Washington Street from Pearl to Michigan Avenue, as well as South Washington Street between Michigan Avenue and the South Huron Parking Lot. In addition to the street closures the DDA is requesting on street parking on W. Michigan and W. Cross to be closed to accommodate added outdoor seating and potential curbside pickup spaces. The closures would remain in effect during overnight hours and last until September 8, 2020 at a cost not to exceed \$2,500.

Council Member Anthony Morgan moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2020-126.

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

- l) Resolution No. 2020-127, approving small cell wireless application 2020-001.
(added)

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the State of Michigan adopted the "Small Wireless Communication Facilities Deployment Act" in late 2018 which required municipalities to allow small cell wireless facilities within public right of way; and,

Whereas, the City of Ypsilanti adopted an ordinance to regulate small cell wireless facilities within the constraints of this law; and,

Whereas, Verizon Wireless has submitted an application; and,

Whereas, City staff has reviewed the plans and application and has found that the plans are consistent with the requirements of city ordinances;

Now therefore be it resolved that that the City of Ypsilanti approves small cell wireless application 2020-001 subject to review by the City Attorney.

Council Member Steven Wilcoxon moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2020-127.

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

- m) Resolution No. 2020-128, approving small cell wireless application 2020-002.(added)

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the State of Michigan adopted the “Small Wireless Communication Facilities Deployment Act” in late 2018 which required municipalities to allow small cell wireless facilities within public right of way; and,

Whereas, the City of Ypsilanti adopted an ordinance to regulate small cell wireless facilities within the constraints of this law; and,

Whereas, Verizon Wireless has submitted an application; and,

Whereas, City staff has reviewed the plans and application and has found that the plans are consistent with the requirements of city ordinances;

Now therefore be it resolved that that the City of Ypsilanti partially approves small cell wireless application 2020-002 for the following locations: 1339 N. Huron River Drive; 1212 N. Huron River Drive; and 301 N. Hamilton, subject to review by the City Attorney.

Council Member Anthony Morgan moved, seconded by Council Member Nicole Brown, to approve Resolution No. 2020-128.

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

VIII. COUNCIL PROPOSED BUSINESS

Morgan

- Speedbumps at Dwight St
- Email from R & L about truck routes
- Food gatherers distribution on June 5th
- Discussion about the complaint should occur before expiration.

Richardson

- Grass needs to be mowed at Parkridge
- Complaints about grass on Monroe
- Complaint should be dealt with as quickly as possible.
- Speedbumps on Washington, possibly Burton Ct.

Wilcoxon

- Wanted information about the aid package distribution
- See Click Fix issue about grass on Collegewood
- Complaints about speeding in Normal Park, asked for rotating signs for traffic calming

Somerville

- Speedbumps at locations mentioned.
- Thanked DPS Director Akers for his quick response.
- Asked that the pride flag be moved from the POlice Department to the window of Council Chambers.

Brown

- Echoed speedbump concerns
- Racism is a public health crisis and challenged Council and Staff to get proximate to the issues.
- Recent comments have been tone deaf and it was inappropriate to have the flag raising at this time.

IX. COMMUNICATIONS FROM THE MAYOR

- Asked for a PPE update.
- Asked a 2020 Taskforce Report in July or August
- Wanted projects that have been removed from the CIP to come back when possible.

X. COMMUNICATIONS FROM THE CITY MANAGER

- CIP amendments will occur when possible.
- Parks will reopen on June 8th.
- City Hall will reopen on the 15th with limited hours to the public.
- Signage in Parkridge about illegal parking
- Working to get DPS proper equipment to install speedbumps.

XI. COMMUNICATIONS

XII. REMARKS FROM THE MAYOR

XIII. ADJOURNMENT

- a) Resolution No. 2020-129, adjourning the City Council Meeting.

The meeting was adjourned at 9:57 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.



REQUEST FOR LEGISLATION

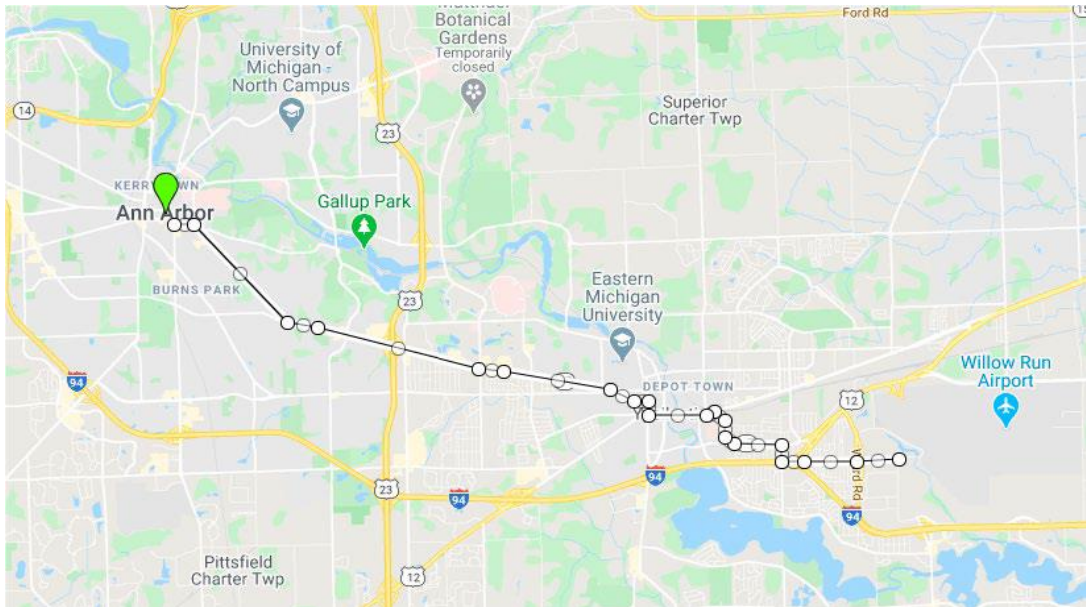
TO:**FROM:** Joe Meyers**DATE:** June 16, 2020**SUBJECT:** Resolution of Support for EDA Grant

DESCRIPTION:

Resolution of Support for EDA Grant

SUMMARY:

The Federal CARES Act allocated 1.5 Billion Dollars to the Federal Economic Development Agency (EDA) for the Public Works and Economic Adjustment Assistance fund. On June 5, the Ann Arbor/Ypsilanti LDFA approved the application of a 3 Million dollar grant request to connect the City of Ann Arbor through Pittsfield Township, Ypsilanti Township and the City of Ypsilanti and to the American Center of Mobility with fiber. This project would greatly increase fiber choice and access through the Washtenaw/Michigan Ave Corridor. The match for the project would come completely from the LDFA and the fiber would be owned by the city's and townships allowing for the potential of a future revenue source. The proposed route is:



EDA is putting a preference in boosting fiber connectivity in opportunity zones as well as intergovernmental cooperation. Ann Arbor SPARK feels that this project will score high based on meeting the criteria the EDA has put out. The LDFA is requesting the City be a coapplicant on the grant proposal.

RECOMMENDED ACTION: Staff recommends the support of the LDFA's request to be a co applicant on the EDA Grant.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-134

June 16, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Economic Development Administration's (EDA's) mission is to lead the federal economic development agenda by promoting innovation and competitiveness, preparing American regions for economic growth and success in the worldwide economy, and

WHEREAS, the EDA solicits applications from applicants in order to provide investments that support construction, non-construction, planning, technical assistance, and revolving loan fund projects under EDA's Public Works program and EAA program, and

WHEREAS, The LDFA has a goal to establish a connected high-tech ecosystem with infrastructure;

WHEREAS, An integral part of this goal is the connection of the Ann Arbor downtown Tech Park with the City of Ypsilanti and the American Center for Mobility;

WHEREAS, The City of Ann Arbor has already installed conduit and fiber in the downtown area which could be leveraged, but with little exception the system is full and cannot handle additional needs,

WHEREAS, the installation of a robust conduit and fiber system linking Downtown Ann Arbor to Ypsilanti, running through Ypsilanti Township and Pittsfield Township will leverage existing infrastructure investments and make it easier for company to innovate and grow, and

WHEREAS, Ann Arbor SPARK, in partnership with its local partners in the City of Ann Arbor, City of Ypsilanti, Ypsilanti Township, Pittsfield Township will file an application for the ANN ARBOR -YPSILANTI FIBER AND CONDUIT NETWORK BACKBONE , with the EDA under Funding Opportunity number PWEAA2020 requesting \$3,000,000, and

WHEREAS, the Ann Arbor/Ypsilanti Smartzone will provide a match of \$600,000 to construct the ANN ARBOR -YPSILANTI FIBER AND CONDUIT NETWORK BACKBONE

#Resolution No. 2020-134

which will be used as a matching grant funds that are a cash match that is readily available and unencumbered, and

WHEREAS, Ann Arbor SPARK will be the lead applicant, with City of Ann Arbor, City of Ypsilanti, Ypsilanti Township and Pittsfield Township as the co-applicants, and

WHEREAS, Ann Arbor SPARK will administer the grant, and

WHEREAS, City of Ypsilanti will not incur any costs associated with construction of the Fiber and Conduit Network Backbone

WHEREAS, Ypsilanti representatives of the effected taxing units will be given an opportunity for public comment at an informational meeting held on a date yet to be determined, and

NOW THEREFORE BE IT RESOLVED THAT, the SPARK CEO Paul Krutko, is the authorized representative on behalf of the EDA Grant, and is authorized to sign any and all documentation related to the grant.

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 16 day of June 2020

#Resolution No. 2020-134



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Christopher Jacobs
DATE:
SUBJECT: 6 month contract extension with Washtenaw County for Managed IT Services

DESCRIPTION:

6 month contract extension with Washtenaw County for Managed IT Services

SUMMARY:

Since 2006, the City of Ypsilanti has been provided IT services from Washtenaw County. In 2018, the City began to investigate the potential migration of IT services from the County to a Managed Service Provider. The industry of service providers in the state has grown substantially since 2006 and many municipalities has chosen to shift some or all of their services from "in house" to private companies. The price of our contract with Washtenaw County continues to increase annually while we retain little to no control of the network equipment, software applications, security protocols, or back-up. During an exhaustive RFP and evaluation process staff identified Dewpoint as a Managed Service Provider capable of navigating a migration of services like our own.

To ensure a smooth transition of services between Washtenaw County and Dewpoint, we have requested a six month extension of the current contract at a cost of 86,496.86 or 14,416.14 per month.

Our goal in to complete the transition in less than 6 months. This should help cover the costs of the transition as Washtenaw County has agreed to bill us the cost of the service.

RECOMMENDED ACTION: Staff recommends City Council approval to accept the six month contract extension provided by Washtenaw County.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-135
June 16, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti wants to ensure staff has the necessary IT equipment and support to do their jobs effectively, and

WHEREAS, the City has been notified previously of severe security deficiencies in its IT environment, and

WHEREAS, the City has extensively research its options and requested proposal for managed IT Services and received several competitive bids to consider, and

WHEREAS, the City seeks to extend a six month contract with Washtenaw County to ensure a smooth migration of services to a managed service provider at a cost not to exceed \$86,496.86, and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council accepts the contract extension provided by Washtenaw County.

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
16 day of June 2020

#Resolution No. 2020-135

CONTRACT
City of Ypsilanti

AGREEMENT is made this 1st day of July, 2020, by the City of Ypsilanti located at One South Huron Street, Ypsilanti, Michigan, 48197, and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County").

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

ARTICLE I – SCOPE OF SERVICES

The COUNTY and the City of Ypsilanti are engaged in a strategic partnership in which the County will provide technical support, consultant services and network IT support services (IT Services) to the City of Ypsilanti. The goal of the project is to share resources in order to reduce costs and improve services both to internal and external customers of the City of Ypsilanti in the area of technology.

The following are deliverables and outcomes of the strategic partnership.

- **General Technical Support**

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

Washtenaw County will provide:

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

City of Ypsilanti Responsibilities:

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

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

Exclusions

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

Performance Expectations:

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

Communications Protocol

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

Locations Served

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

Role of Contractors

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

ARTICLE II – COMPENSATION

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

Item	Type	Amount
Annual Technology Support – based on 70 PC's Subject to annual adjustment based on annual number of PC's.	Annual	\$80,338.69
Enterprise Content Management (ECM) infrastructure and licenses	Annual	\$2,036.21
Telephone System Support	Annual	\$4,121.96
Telephone System Reconfiguration – 15 hours included	Hourly	\$62.50/hour
Replacement Hardware Purchases	As Needed	Billed at Cost
New Software or Hardware Purchases	As Needed	Billed at Cost
Special Projects outside of scope	As Needed	TBD

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

ARTICLE III – TERM

This contract begins on July 1, 2020 and ends on December 31, 2020.

ARTICLE IV – CYBER INSURANCE

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

ARTICLE V – DISCLAIMER OR WARRANTIES

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

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

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

ARTICLE VI – LIMITATION OF LIABILITY

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

ARTICLE VII – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE VIII – EQUAL ACCESS

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

ARTICLE IX – ASSIGNS AND SUCCESSORS

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

ARTICLE X – TERMINATION OF CONTRACT

Either party may choose to terminate this Agreement with or without cause by giving thirty (30) days written notice to the other party of its intent to terminate with the following conditions being met prior to termination: Payment of any remaining costs owed County.

ARTICLE XI – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XII – CHOICE OF LAW AND FORUM

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

ARTICLE XIII – EXTENT OF CONTRACT

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

ARTICLE XIV – ELECTRONIC SIGNATURES

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

ATTESTED TO:

WASHTENAW COUNTY:

By: _____ By: _____
Lawrence Kestenbaum, Clerk/Register (DATE) Gregory Dill, Administrator (DATE)

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

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

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

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

CITY OF YPSILANTI:

APPROVED AS TO FORM:

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



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Christopher Jacobs
DATE: June 16, 2020
SUBJECT: 60 month contract with Dewpoint for Managed IT Services

DESCRIPTION:

60 month contract with Dewpoint for Managed IT Services

SUMMARY:

On November 1st, 2019, staff released a request for proposal to provide managed IT services and complete replacement of all infrastructure owned by Washtenaw County. The City has been provided IT services and equipment procurement from Washtenaw County for many years and has contemplated migration perennially over the last 5 as prices have continued to climb, users report challenges using obsolete network equipment, trouble getting timely helpdesk support, and network security holes have been identified.

7 companies provided bids due by January 30th and staff reviewed those to winnow the field from 7 to 4 for interviews with a committee of department heads. The reason for eliminating the bottom three were based on incomplete bids. Over the quarantine, staff interviewed the top four companies and asked many clarifying questions to get a better handle on the bids. Following the interviews our committee narrowed it to two companies that would be able to manage the transition and the city's IT infrastructure while ensuring security and providing the much needed improved customer service.

The process took several months to accurately inventory and describe specifically the infrastructure currently used at each facility that would need to be replaced in the scope of this work. It required many hours of on-site visits with the various companies who submitted an intent to bid to survey the IT environment at each location. All told, the process from start to finish has taken over six months. This contract includes but is not limited to:

- New Data Center Hardware
- New Network Hardware in the 4 facilities
- New Phone System

- New Data Circuits for all locations
- Back Up Services
- Managed Services
- Co-Location for hosting hardware

The committee took scoring criteria took into account; industry expertise and experience, demonstrated customer service quality and support, previous relevant experience, vendor strength and stability, account management, reporting capabilities and financial considerations.

After all items came back, the two companies that had risen to the top were Dewpoint from Lansing MI and CBTS out of Troy MI. In looking into the financial considerations, it became clear that Dewpoint had the clear advantage on price. The total price per month for the contract will be \$16,672 per month (\$200,064) for year 1-3 and \$14,351 (\$172,212) per month for year 4-5. The reason for the price drop in month 4 and 5 is that Dewpoint is spreading the cost for infrastructure over the first 36 months. This includes the new hardware and IT support. Washtenaw County's Contract Extension for six months was \$14,416 per month so once we make the necessary hardware upgrades, should be comparable when we own the hardware. It should be noted that these costs do not include software, phones or fiber connectivity. The approximate cost the fiber and phone systems is \$3,607 per month and those additional contracts will need to come to City Council. We will need to price out the cost for software (Microsoft Office, DUO and ArcGIS). Over the next few months staff will investigate the potential to stay on Washtenaw County's fiber and continue to receive the benefits of the government pricing that we currently receive.

Staff feels confident that we can keep the costs around the \$20,000 per month quoted to council during the budget sessions even with the additional costs of the phones, software and fiber. With the closest bid being \$22,960 per month, Dewpoint will provide us better service than we are currently receiving at a reduced price. Additionally, the contract will begin once the transition takes place so there will be no overlapping in costs to the city with the Washtenaw County Contract. This will allow us to keep within the budget allocated for the transition.

RECOMMENDED ACTION: Staff recommends City Council approval to accept the bid provided by Dewpoint for a 60 month term to provide managed IT services and complete replacement of IT infrastructure as provided at a cost not to exceed \$200,064 per year for year 1, 2, and 3 and \$172,212 for years 4 and 5.

ATTACHMENTS: Bid Tab of the 4 bids and timeline from Dewpoint

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-136
June 16, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti wants to ensure staff has the necessary IT equipment and support to do their jobs effectively, and

WHEREAS, the City has been notified previously of severe security deficiencies in its IT environment, and

WHEREAS, the City has extensively research its options and requested proposal for managed IT Services and received several competitive bids to consider, and

WHEREAS, the City seeks to work with Dewpoint to mitigate security concerns, replace obsolete equipment and infrastructure, and moreover improve services, and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council accepts the bid provided by Dewpoint and directs the City Manager to enter into a 60 month contract for the services therein.

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
16 day of June 2020

#Resolution No. 2020-136

TRANSITION APPROACH



**Due
Diligence**



Plan



Design



Build



Implement



**Steady
State**

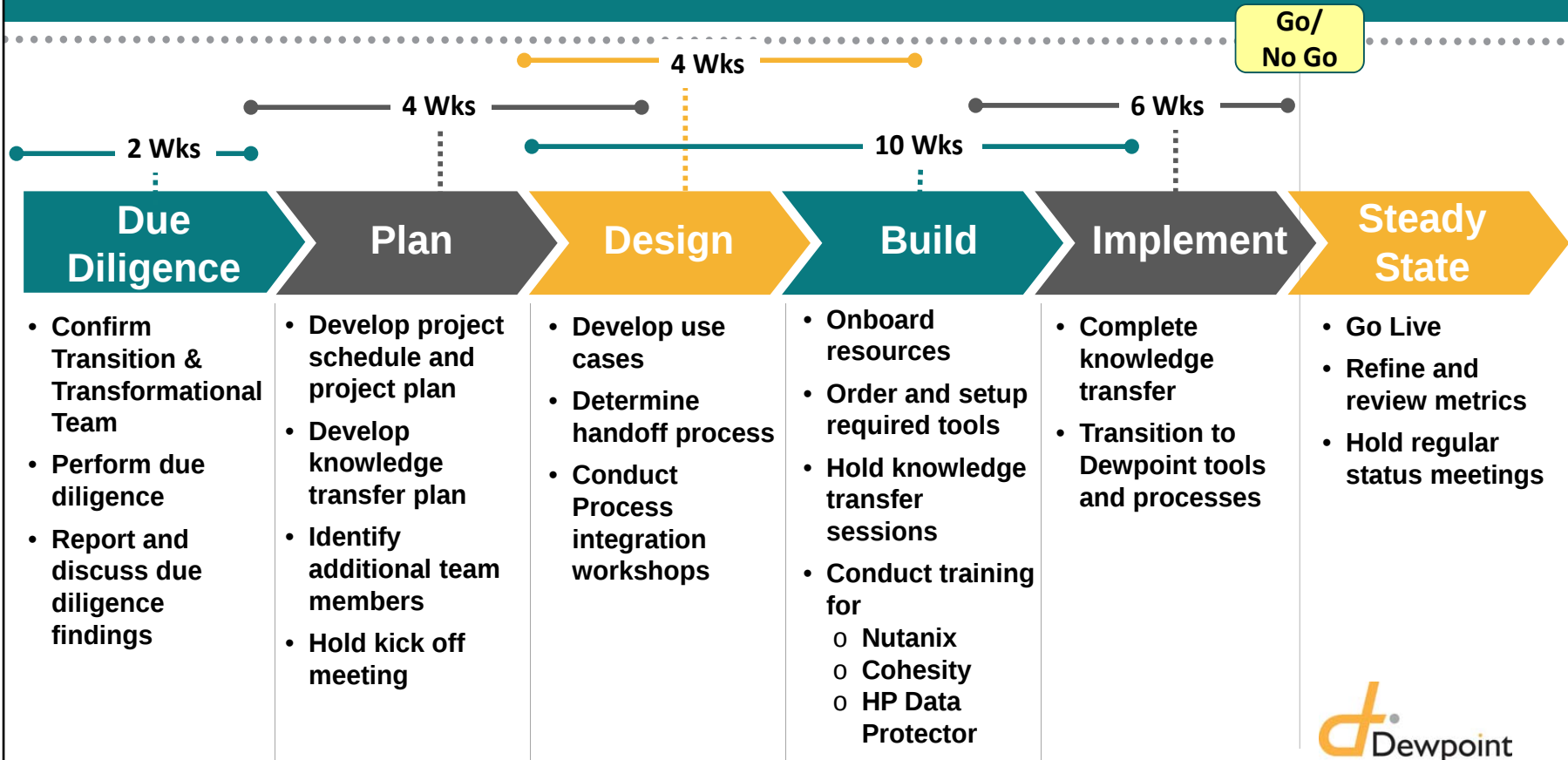
Transition Imperatives

- Efficient and timely execution
- Focused on the BUSINESS
- Experienced Experts
- Stakeholder engagement and governance
- Effective communication

Slide 1



TRANSITION AND TRANSFORMATION METHODOLOGY



CITY OF YPSILANTI
MANAGED IT SERVICES

	1	2	3	4
VENDOR	DEWPOINT	MACRO CONNECT	CBTS	SENTINEL TECHNOLOGIES
LOCATION	LANSING, MI	DETROIT, MI	TROY, MI	LIVONIA, MI
MANAGED MONTHLY SERVICES - 60 MONTHS	\$ 12,376	\$ 12,830	\$ 7,259	\$ 7,735
MONTHLY INFRASTRUCTURE COST	Years 1-3: \$4,296 Years 4-5: \$1,975	Years 1-5: \$9,860	Years 1-5: \$10,235	Years 1-5: \$23,694
TOTAL MONTHLY COST	Years 1-3: \$16,672 Years 4-5: \$14,351	Years 1-5: \$22,690	Years 1-5: \$18,272	Years 1-5: \$31,428



Resolution No. 2020-137
June 16, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
Ka’Ron Gaines Re-appointment 833 Armstrong Ypsilanti, MI 48197	Human Relations Commission	5/1/2023

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 16 day of June 2020

#Resolution No. 2020-137



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: June 16, 2020
Agreement between DTE Energy and the City of Ypsilanti for the
installation of lighting for Border to Border trail segment at Frog Island
SUBJECT: Park

DESCRIPTION:

Agreement between DTE Energy and the City of Ypsilanti for the installation of lighting for Border to Border trail segment at Frog Island Park

SUMMARY:

City staff has been working with Washtenaw County Parks to complete improvements to the trail in Frog Island Park as a part of the Border to Border trail. As a part of these improvements the hill will be reduced in height and the pathway will be repaved and widened in the park. This project is being paid for by the County through the Non-Motorize millage. During the planning of this project we have had discussions regarding the installation of lighting in Frog Island Park along this trail for safety purposes. Due to this staff discussed this portion of the project with DTE and asked them to review the area and provide recommendations with regards to lighting and based on those discussions we are bringing a proposal forward to install lighting at Frog Island Park as a part of the trail improvements.

The proposal is to install fifteen (15) stock 11' 6" black fiberglass posts on concrete foundations, and fifteen (15) 60w LED "Pawn" Granville luminaires with the lights being fed by underground cable. I have attached the area map and an image of the fixture for your consideration. These fixtures were reviewed and recommended by the Parks and Recreation Commission and the Historic District Commission.

The projected capital expenditure for the installation of the lights is \$57,003.27 and the estimated increase to our public lighting operating expenses is projected to be \$4,191.36. There are two options that DTE is providing for the capital expenditure. The first option is to purchase the lights up front at cost. The second option allows us to have the lights installed with no funds up front, but we will be required to pay an annual capital charge of \$4,609.60. Based on my conversations with DTE there is no sunset date on these charges in this option.

Due to the spread capital option having no payment end date staff will be recommending the option to cover the cost in full up front.

We are projecting to utilize funds from the 20-21 parks capital budget (approximately \$30,000) and carried over funds from DPS capital funds (approximately \$30,000). Using these funds we will have enough within the budget to cover this expense.

I look forward to Councils discussion on this matter.

RECOMMENDED ACTION:

Staff recommends City Council approves an agreement with DTE Energy to install fifteen (15) lights in Frog Island Park for the improved segment of the Border to Border Trail within the park for a price of \$57,003.27 with any change orders to be approved by the City Manager.

ATTACHMENTS: Area Map, DTE Proposal, DTE Agreement, Light Image

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2020-138
June 16, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti is working with Washtenaw County to complete improvements to Frog Island Park; and,

WHEREAS, the City of Ypsilanti wants to ensure the safety of those who use the improved trail; and,

WHEREAS, the addition of pathway lighting will promote safe use of the improved trail.

NOW THEREFORE BE IT RESOLVED THAT that the City Council of the City of Ypsilanti approves an agreement with DTE Energy to install fifteen (15) lights in Frog Island Park for the improved segment of the Border to Border Trail within the park for a price of \$57,003.27 with any change orders to be approved by the City Manager.

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 16 day of June 2020

#Resolution No. 2020-138



June 8, 2020

City of Ypsilanti
14 W. Forest Ave
Ypsilanti, MI 48197
Attn: Ron Akers

Re: DTE Street Lighting: Frog Island-Walk Path Lighting

Attached is the Purchase Agreement for the work to be performed in the budget letter that was sent on April 21, 2020. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check in the amount of **\$57,003.27** is also required at this time. Please return **BOTH** signed agreements (as well as check made payable to **DTE Energy**) to the following address:

DTE Energy
8001 Haggerty Rd.
Belleville, MI 48111
140 WWSC-Brandon Faron

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting



April 21, 2020

City of Ypsilanti
One South Huron St.
Ypsilanti, MI 48197
Bonnie Wessler

Re: Proposed Walkpath Lighting: Frog Island Park

I have completed the review of your request for the proposed lighting and have prepared a cost estimate for the installation of sixteen (16) streetlights. I am recommending the installation of fifteen (15), stock, 11' 6", black fiberglass posts on concrete foundations, and sixteen (16) stock 60w LED "Pawn" Granville luminaires. Streetlights to be fed by underground cable.

The costs are based on the Option 1 Municipal Street Light rate, where DTE Energy installs, owns, and maintains the lighting system. The rate requires a portion of the construction costs be paid by the customer, which is determined by the following formula.

Option#1:

Underground fed (16) 60w Granville Acorn LED fixtures

Annual Operating Charges	\$4,191.36
Costs to Construct	\$72,654.20
3yr Revenue Credit	(\$12,574.08)
Contribution from the City of Ypsilanti	\$60,080.12

Option#2:

Underground fed (16) 60w Granville Acorn LED fixtures

Annual Operating Charges	\$4,191.36
Costs to Construct	\$72,654.20
3yr Revenue Credit	(\$12,574.08)
Est. Annual Post Charges	\$4,809.60
Contribution from the City of Ypsilanti	\$0.00

The price quoted shall be in effect for a period of six months from the date of this letter, after which these costs will no longer be valid. After installation, the total cost for additional modification, relocation or removal will be the responsibility of the requesting party. Payment of the customer contribution must be made prior to the actual start of construction.

Please contact me for a Street Lighting Purchase Agreement if you would like to proceed with the above installation.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between DTE Electric Company ("Company") and City of Ypsilanti ("Customer") (collectively referred to as the "Parties") as of June 8, 2020.

RECITALS

A. Customer may, from time to time, request Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties' agreement as to the terms of a specific street lighting transaction, the Parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment (as defined in the applicable Purchase Agreement) and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount less than or equal to three (3) years' revenue expected from such Equipment, and less an amount equal to the Post Charge revenue if selected by Customer. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

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suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid, at which point the schedule for completion of the work shall be appropriately modified.

5. Post Charge. For newly installed underground-fed lighting systems of greater than five (5) lights, Customer has the option to select a Post Charge, in lieu of paying all or some of the up-front CIAC Amount, pursuant to the terms of the Purchase Agreement. The Post Charge is a monthly rate, calculated based on the portion of the CIAC Amount that is not paid up front (rounded up to the nearest \$1,000.00 increment).

6. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

7. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company. To the extent that Customer or any other local government authority requires Company to obtain any permits in order to perform any maintenance, repair, replacement or restoration of Equipment under this Master Agreement, Company shall not be responsible for any delay or interruption of service due to such permitting requirements. Customer acknowledges that compliance with such permitting requirements may result in additional charges to Customer (including, without limitation, trip charges associated with demobilizing and remobilizing personnel and materials to the worksite in connection with the pendency of required permit applications).

8. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time (the "Street Lighting Rate"), the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

9. Term and Termination. This Master Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. If the optional Post Charge is selected, the term of this Master Agreement shall be the later of (a) ten (10) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Master Agreement

shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) calendar days' prior written notice to the other party. Upon termination of this Master Agreement for any reason, before or after the expiration of the initial term, Company shall have the right to disconnect the Equipment and/or remove any Company-owned equipment and a portion of the Equipment corresponding to the extent to which Customer has not paid in full for the Equipment; provided, however, that Company shall not withdraw service, and Customer shall not substitute another source of service, without at least twelve (12) months' written notice to the other party. If the optional Post Charge is selected, and this Master Agreement is terminated prior to the expiration of the initial 10-year term, then the aggregate amount of all current and future Post Charge monthly installment payments that would have been made over the course such 10-year term shall automatically become immediately due and payable, without presentment, demand, protest or further notice, all of which are hereby expressly waived by Customer.

10. Design Responsibility for Street Light Installation. Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges Company is not responsible for any compliance or noncompliance with IESNA standards or any issues arising therefrom.

11. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%, pursuant to a Purchase Agreement. If Customer wishes to have installation occur prior to 80% occupancy pursuant to a Purchase Agreement, then Customer acknowledges that Customer will be financially responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.), and that the CIAC Amount and schedule for completion of the work shall be appropriately modified.

12. Force Majeure. The obligation of Company to perform this Master Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

13. Subcontractors. Company may sub-contract, in whole or in part, any of its obligations under this Master Agreement.

14. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Master Agreement for any special, incidental or consequential damages, including loss of

business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Master Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

15. Notices. All notices required by this Master Agreement shall be in writing. Such notices shall be sent to Company at **DTE Electric Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111** and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

16. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Master Agreement and to carry out the actions required of it by this Master Agreement; (b) the execution and delivery of this Master Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Master Agreement constitutes a legal, valid, and binding agreement of such party.

17. Miscellaneous.

a. This Master Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Master Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Master Agreement without the prior written consent of Company. This Master Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Master Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Master Agreement.

c. A waiver of any provision of this Master Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Master Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Master Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Master Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any

action with respect to this Master Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Master Agreement shall not invalidate the remaining provisions of the Master Agreement.

Company and Customer have executed this Master Agreement as of the date first written above.

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

City of Ypsilanti

By: _____

Name: _____

Title: _____

SIGN HERE

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of June 8, 2020 between DTE Electric Company ("Company") and City of Ypsilanti ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated June 8, 2020 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	57432362 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	Frog Island Walk Path (W. Forest Ave and Market Place) , as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	15	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install fourteen (14) Mainstreet Code 16 fiberglass, fluted posts with black finish mounted on concrete foundations, and fourteen (14) 60w LED Granville "Pawn" luminaires. Replace (1) existing 100w HPS Granville with (1) 60w LED "Pawn" Granville luminaire.	
5. Estimated Total Annual Lamp Charges	\$4,113.00	
6. Estimated Total Annual Post Charges if selected	\$0.00	
7. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$69,332.27
	Revenue credit:	\$12,339.00
	CIAC Amount (cost minus revenue)	\$57,003.27
	Credit for Post Charge, if selected	\$0.00
8. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$57,003.27	
9. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party. If Post Charge "box" ☐ is checked the Customer agrees to following term: 10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual	

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	written consent of the parties or by either party with thirty (30) days prior written notice to the other party.
10. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) ☐ YES ☒ NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices Sign here _____ 
11. Customer Address for Notices:	City of Ypsilanti 14 W. Forest Ave. Ypsilanti, MI 48197 Attn: Ron Akers

12. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐ YES ☒ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used.

B. Customer will maintain an inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at N/A. Access to Customer's inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. If Company is unable to access the site during such hours for any reason, Company (i) shall be relieved from any obligation or commitment to complete the work as scheduled, and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name: N/A Title: N/A

Phone Number: N/A Email: N/A

Customer will immediately notify Company of any changes in the Authorized Customer Representative. Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by Company.

D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.

E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

F. Should Customer experience, in Company's reasonable judgment, excessive LED equipment failures that are not supported by LED manufacturer warranties, Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of Customer.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

City of Ypsilanti

By: _____

Name: _____

Title: _____

SIGN HERE

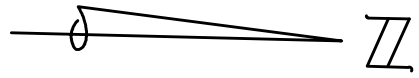
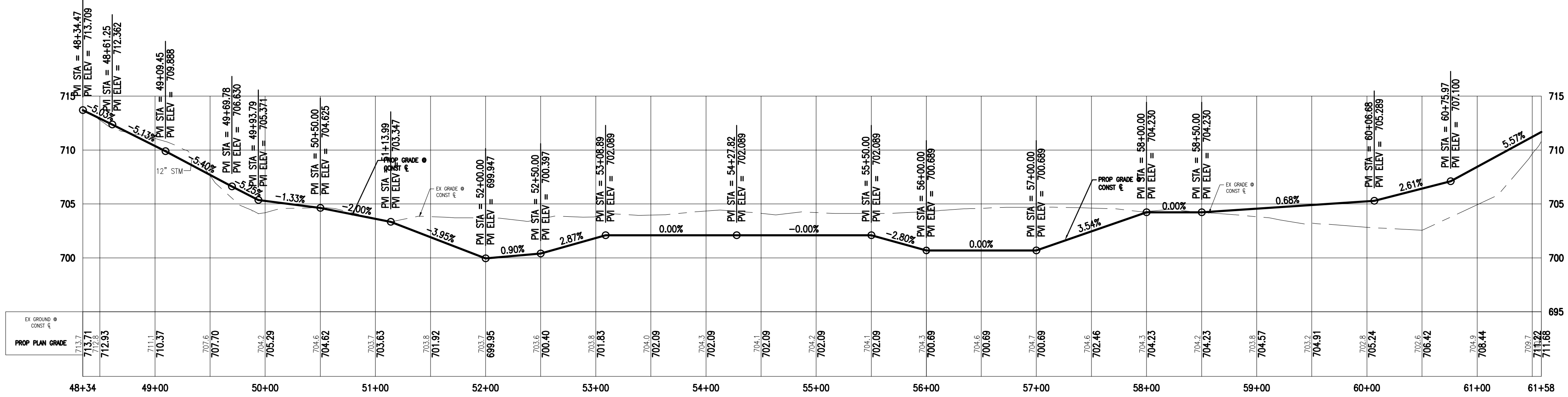
Attachment 1 to Purchase Agreement

Map of Location

[To be attached]



DRAWING PATH: P:\0000_01000004\181130_Border to Border_Design\Drawings\Coll\181130BOR.dwg Jan 03, 2020 - 10:41am





ARCHITECTS ENGINEERS PLANNERS

34000 Plymouth Road
Livonia, MI 48150
P (734) 522-6711 | F (734) 522-6427

OHM-ADVISORS.COM

REVISIONS	

DATE	PROJECT NUMBER	ENG	PROJ LEAD	CADD	CITY/STATE	SCALE	VERT. DATUM	MAPS	NA	Y	NA
1/3/20	000-181130	PR	NAME	PR	WASHTENAW	1"=40'	NA	NA	NA	NA	NA
CITY OF YPSILANTI BORDER TO BORDER DESIGN OVERALL - FROG ISLAND											

SHEET

5

OF 14

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Memorandum
June 16, 2020

For: Mayor and City Council

From: Andrew Hellenga, City Clerk

Subject: Policy Regarding Resuming Open City Council Meetings

SUMMARY & BACKGROUND:

The Governor has allowed limited public meetings. This memo will suggest a process for Ypsilanti City Council open meetings during the pandemic.

After discussion with staff it is recommended that the council chambers be set up to allow for 6-foot distancing between all council, staff and audience.

Signs will be displayed to limit the number of audiences according to the 6-foot rule.

Persons in attendance must affirm that they do not have a fever. (Take temperatures?)

All persons in attendance will be required to wear face masks to prevent the spread of the virus. No one will be allowed to enter or remain without a face mask. No physical contact – shaking hands, etc. will be allowed.

While it cannot be required, signing in with contact information for all in attendance will be strongly encouraged. This will help to facilitate the informing of attendees if a diagnosis is reported.

Persons wishing to address City Council will sign in and be called in turn. Others may raise their hands to be recognized. A microphone will be provided for presenters. The usual public comment regulations of the City will apply.

Persons not in attendance will be allowed to call in with comments. They must pre-register with the City Clerk by telephone.

The meeting will be live streamed.



Memorandum
June 16, 2020

For: Mayor and City Council

From: Andrew Hellenga, City Clerk

Subject: Policy Regarding Boards and Commission

SUMMARY & BACKGROUND:

During the June 2, 2020 Council meeting there was discussion on creating a policy for the re-appointment of board and commissioners. The focus of the discussion was the attendance record and effectiveness of board and commission members.

After discussion with staff it is recommended an ordinance setting a limit on unexcused absences, in any Fiscal year for boards and commissions, following the standard of the City Charter for City Council. Staff recommends vacation of the office/position with three unexcused absences. If an ordinance is passed it would require all board and commission bylaws be updated to reflect the new policy.

In order to quantify a board or commission members effectiveness staff recommends each body have a Council liaison. The purpose of most Board and Commissions is to advise Council on policy decisions. It becomes difficult to achieve this purpose without a voice of Council included in discussion.

This would have the potential to reenergize board and commissions, and provide a clear direction leading to greater efficiency and effectiveness. Ultimately creating a better cohesion between Council and its advisory bodies leading to better governance.

Council Members will provide updates for the bodies they act as liaison during liaison reports on Council agendas.

While a 2014 Charter Amendment failed that would allow Council Members to be members of Boards and Commissions it would be allowable to act as liaisons.

Re-opening City Services at City Hall

1. City Hall – Open to the public
 - a. MWF: 8 am – Noon
 - b. TTh: Noon – 4pm
2. In person payments begin June 15th
 - a. All signage is in place except for floor signage marking 6ft. distance. Floor signage will be installed on June 12th, the Friday prior to the June 15th opening.
3. 4th Floor services will be provided by appointment only
4. Council Chambers will be used as a waiting area for individuals with appointment and for 3rd floor services.
5. Building Department/Code Enforcement/Planning – enforcement will begin on June 8, 2020. All violators will be warned that citations will begin on June 12, 2020. On 3rd floor, one (1) person will be allowed on floor per Division. A light indicating to the Clerk's Office when to send up the next person (red light means do not send customer up) has been installed. Until the plastic counter shield is installed, the Planning Department will utilize the Code Enforcement and Building Department areas to ensure proper social distancing for appointments. Office hours for Code Enforcement will be 8-9am MWF and 1-2pm TTH.
6. Parking
 - a. Notice of the restart of enforcement will begin June 15th. Notices will be placed on vehicles and throughout downtown to inform businesses, customers, etc. that ticketing will begin July 6th.

Approved: fm

Distributed: 6/3/20



Resolution No. 2020-139
June 16, 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
16 day of June 2020

#Resolution No. 2020-139