



**CITY OF YPSILANTI
CITY COUNCIL MEETING
DECEMBER 7, 2021 @ 6:00 PM
[ZOOM MEETING](#)
One South Huron, Ypsilanti, MI 48197**

Page

I. CALL TO ORDER

II. ROLL CALL

III. AGENDA APPROVAL

IV. CLOSED SESSION - 6:00 TO 7:00 PM

- A. Closed Session to discuss pending litigation - MCL 15.268 (e) Ypsilanti Art Theatre Corp v the City of Ypsilanti.
- B. Closed Session for the consideration of the purchase or lease of real property - MCL 15.268 (d).
- C. Closed Session to consider material exempt from discussion or disclosure by state or federal statute - MCL 15.268 (h).

V. PUBLIC COMMENT (3 MINUTES)

VI. PRESENTATIONS

- A. Washtenaw County Conservation District (WCCD) - Pilot Project to protect Trees and Woodlots - Summer Roberts, Community Forester, WCCD

VII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 4 - 5** A. Resolution No. 2021-259, commending artist Curtis Wallace and students from Educate Youth for the mural at 104 S Huron.
[2021-259 - Pdf](#)
- 6 - 15** B. Resolution No. 2021-260, approving the minutes of November 16, 2021.
[2021-260 - Pdf](#)
- 16 - 17** C. Resolution No. 2021-261, recognizing the Mayor's Race and Equity Meeting as an Ad Hoc Committee, but not as an official city meeting.
[2021-261 - Pdf](#)
- 18 - 25** D. Resolution No. 2021-262, approving the contract with Embracing our Differences (EOD) and placement of art installations in the city's park system.
[2021-262 - Pdf](#)

- 26 - 115** E. Resolution No. 2021-263, approving the janitorial contract award to RNA Facilities Management for City Facilities.
[2021-263 - Pdf](#)
- 116 - 128** F. Resolution No. 2021-264, approving an agreement between the City of Ypsilanti and Recycling Ann Arbor to take recycling to their Material Recycling Facility.
[2021-264 - Pdf](#)
- 129 - 139** G. Resolution No. 2021-265, accepting a grant from the National Resource Trust Fund for the I-94 Pedestrian Crossing.
[2021-265 - Pdf](#)
- 140 - 145** H. Resolution No. 2021-266, approving the request of Washtenaw Community College to replace the freestanding sign at Parkridge Community Center.
[2021-266 - Pdf](#)
- 146 - 147** I. Resolution No. 2021-267, supporting the Michigan Prosperity Roadmap Plan.
[2021-267 - Pdf](#)

VIII. BOARD AND COMMISSION - COMMUNICATIONS

- 148 - 149** A. Police Advisory Commission Resolution No. 2021-006 - Expungement Consolidation
[Resolution No. 2021-006](#)

IX. BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission.
2. Human Relations Commission.
3. Arts Commission.
4. Parks and Recreation Commission.
5. Sustainability Commission.
6. Historic District Commission.
7. Planning Commission.
8. Zoning Board of Appeals

X. LIAISON REPORTS

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

XI. COUNCIL PROPOSED BUSINESS

XII. COMMUNICATIONS FROM THE MAYOR

XIII. COMMUNICATIONS FROM THE CITY MANAGER

- 150** A. Discussion on American Rescue Plan Act Funds
 [Memo](#)

XIV. COMMUNICATIONS

- A. Goal Setting Dates: January 6th and 13th/ January 25th in Conjunction with the Regular meeting (if needed)

XV. ADJOURNMENT

- 151** A. Resolution No. 2021-268, adjourning the City Council Meeting.
 [2021-268 - Pdf](#)
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



Resolution No. 2021-259
December 7, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, WonderFool Productions partnered with the Ann Arbor Area Community Foundation, Ypsilanti Downtown Development Authority, and building owner Simarjeet Sethi to engage a local artist to work with Ypsilanti youth to create a mural at 11 S. Washington Street for ypsiGLOW 2021; and

WHEREAS, artist Curtis Wallace, founder of The Be Creative Studio Community Arts & Events Space was selected as the lead artist to work in partnership with student artists from Educate Youth 501c3; and

WHEREAS, Curtis Wallace guided and inspired the student artists who worked alongside him in creating and installing the mural – A Beautiful Phenomenon: Girls Bee Free – that now serves as a lasting affirmation of the beauty and power of women and girls of color in our Ypsilanti community; and

WHEREAS, student artists were also inspired to create a sidewalk mural for ypsiGLOW in front of the Educate Youth Clubhouse at 104 S. Huron Street – Love is Love -- reminding us all of the power of love in our community and beyond;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Ypsilanti hereby commends artist Curtis Wallace and his student artists from Educate Youth – LanayJah English, Morgan Horgrow, Gabe Moore, Jordan Dorsey, and Kyren Coats – for sharing their creative vision and talents with the Ypsilanti community through this inspiring mural project; and THAT the City Council also commends Educate Youth student artists for shining a light on the power of love with their sidewalk mural – Morgan Horgrow and Kierra Owens, designers and fellow painters Kyren Coats, Gabe Moore, LanyaJah English, Kendall Johnstone, Morrissio Weatherspoon; and THAT the City Council shares the deepest appreciation on behalf of the Ypsilanti community for sharing your creative talents and hopes for the

#Resolution No. 2021-259

future of our city; and encourages these emerging artists to keep sharing their creativity and dreams for our future.

RESOLVED BY THE CITY COUNCIL OF THE CITY OF YPSILANTI at a regular meeting held on December 7, 2021.

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 7 day of December 2021

#Resolution No. 2021-259



Resolution No. 2021-260
December 7, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of November 16, 2021 be approved.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
7 day of December 2021

#Resolution No. 2021-260



MINUTES REGULAR COUNCIL Meeting

6:30 PM - Tuesday, November 16, 2021
Zoom Meeting

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, November 16, 2021, at 6:30 PM, in the Zoom Meeting, with the following members present:

PRESENT: Mayor Lois Richardson (Washtenaw County, City of Ypsilanti), Council Member Steven Wilcoxon (Washtenaw County, City of Ypsilanti), Council Member Anthony Morgan (Washtenaw County, City of Ypsilanti), Council Member Annie Somerville (Washtenaw County, City of Ypsilanti), and Mr. Brian Jones-Chance (Washtenaw County, City of Ypsilanti), Council Member Jennifer Symanns (Washtenaw County, City of Ypsilanti) 7:46 PM

ABSENT: Mayor Pro-Tem Nicole Brown

I. CALL TO ORDER

The meeting was called to order at 6:33 PM.

II. ROLL CALL

Mr. Brian Jones-Chanced moved, seconded by Council Member Anthony Morgan to excuse Council Member Jennifer Symanns and Mayor Pro-Tem Nicole Brown. On a voice vote, the motion carried.

III. AGENDA APPROVAL

Council Member Annie Somerville moved to approve the agenda.

Council Member Anthony Morgan moved, seconded by Council Member Wilcoxon to add a 10 minute discussion about Boards and Commissions. On a voice vote, the motion carried.

IV. CLOSED SESSION 6:30 PM - 7:00 PM

- A. Closed Session to discuss pending litigation - MCL 15.268 (e) Ypsilanti Art Theatre Corp v the City of Ypsilanti.

Council Member Steven Wilcoxon moved, seconded by Council Member Brian Jones-Chance, to move into a closed session at 6:39 PM.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Brian Jones-Chance

AYES:	Steven Wilcoxon, Lois Richardson, Anthony Morgan, Annie Somerville, and Brian Jones-Chance
ABSENT:	Jennifer Symanns and Nicole Brown

Council Member Steve Wilcoxon moved, seconded by Council Member Anthony Morgan to reconvene the meeting at 7:23 PM. On a voice vote, the motion carried.

V. PUBLIC COMMENT (3 MINUTES)

VI. PRESENTATIONS

- A. Proclamation in honor of Native American Heritage Month - Mayor Richardson

VII. ORDINANCES FIRST READING

- A. ~~Ordinance 1384, An Ordinance to amend Chapter 7 — MARIJUANA of the City Code of Ordinances~~
1. ~~Resolution No. 2021-246, determination~~
 2. ~~Public Hearing~~
 3. ~~Resolution No. 2021-247, closing the public hearing (Removed)~~

VIII. CONSENT AGENDA

- A. Resolution No. 2021-248, approving the Consent Agenda.

Council Member Steven Wilcoxon moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2021-248.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2021-249, approving the minutes of November 2, 2021.**
2. **Resolution No. 2021-250, approving appointments to boards and commissions.**
3. **Resolution No. 2021-251, approving the appointment of a delegate and alternate to the Washtenaw County Regional Resource Management Authority (WRRMA).**

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

- B. Resolution No. 2021-249, approving the minutes of November 2, 2021.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of November 2, 2021 be approved.

- C. Resolution No. 2021-250, approving appointments to boards and commissions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>
<u>Jeff Muir</u>	<u>Historic District Commission</u>
<u>12/31/2024</u>	
<u>422 N River St #4</u>	
<u>Ypsilanti, MI 48198</u>	
<u>New Member</u>	

- D. Resolution No. 2021-251, approving the appointment of a delegate and alternate to the Washtenaw County Regional Resource Management Authority (WRRMA).

The following preamble and resolution were offered by Council Member Steve Wilcoxon and supported by Council Member Anthony Morgan.

WHEREAS, the City of Ypsilanti has been a member of the Washtenaw Regional Resource Management Authority since it formed on September 23rd, 2019; and

WHEREAS, the City Council has the authority to appoint a delegate as detailed in the WRRMA Articles of Incorporation; and

WHEREAS, the City Council has determined that the citizens of the community will be served well by the appointments of DPS Director Ron Akers to the role of WRRMA Delegate and Project Manager Bonnie Wessler to the role of WRRMA Alternate.

NOW THEREFORE BE IT RESOLVED that DPS Director Ron Akers is hereby appointed as WRRMA Delegate, and Project Manager Bonnie Wessler is hereby appointed as WRRMA Alternate; and

BE IT FURTHER RESOLVED, that the appointees shall serve in the role during the next fiscal year or until his/her successor is appointed by this City Council.

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2021-252, approving the release of a Request for Qualifications (RFQ) and survey for implementation of the Art Commission Action Plan and Community and Artists Survey.

Council Member Brian Jones-Chance moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2021-252.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS; the Ypsilanti Arts Commission has requested through Resolution No. 2021-06 the implementation of a Community and Artists Survey; and

WHEREAS; the Arts Commission has drafted a Request for Qualifications to be released in order to secure a third party for survey implementation; and

WHEREAS; the purpose of the survey would be to collect data from the community about the arts to inform the Commission in its role with the City, and share this data with local, state, and national arts organizations, providing insight on the current state of the arts in Ypsilanti; and

WHEREAS; the Commission has acquired funding for survey implementation through a Tremaine Foundation Grant.

NOW THEREFORE BE IT RESOLVED; that the City Council of the City of Ypsilanti direct the City Manager to facilitate the release of the RFQ, and act as Fiduciary for the payment of the selected firm.

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

- B. Resolution No. 2021-253, approving an agreement between the City of Ypsilanti and the Washtenaw County Prosecutors Office for a marijuana expungement program.

Council Member Steven Wilcoxon moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2021-253.

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

The grant agreement with the Washtenaw County Prosecuting Attorney for \$25,000 for support of the Expungement Program is hereby approved and the Mayor and City Clerk are authorized to sign for and on behalf of the City, subject to the approval of the City Attorney.

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

- C. Resolution No. 2021-254, approving an extension with Washtenaw County to extend the contract for dispatch services until December 31, 2021.

Council Member Anthony Morgan moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2021-254.

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

- D. Resolution No. 2021-254A, approving a contract with Washtenaw County to provide dispatch services until June 30, 2022. (added)

Council Member Anthony Morgan moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2021-254A.

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

- E. Resolution No. 2021-255, approving an agreement with the Michigan Department of Transportation for a funding commitment for the Huron Pathway Project.

Council Member Anthony Morgan moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2021-255.

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

- F. Resolution No. 2021-256, approving the 2022 City Council Meeting Schedule.

Council Member Anthony Morgan moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2021-256.

Council Member Steve Wilcoxon moved, seconded Council Member Anthony Morgan to make a friendly amendment to move the schedule to move the schedule to May 10th and 24th, July 12th and 26th, and September 13th and 27th.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The Ypsilanti City Council will hold Regular Meetings at 7:00 p.m. in the City Council Chambers, located at One South Huron Street, Ypsilanti, Michigan 48197, for the year 2022 on the following dates:

<u>January 11</u>	<u>July 12</u>
<u>January 25</u>	<u>July 26</u>
<u>January 27(YPAC)</u>	<u>July 28 (YPAC)</u>
<u>February 1</u>	<u>August 9</u>
<u>February 15</u>	<u>August 23</u>
<u>March 1</u>	<u>September 13</u>
<u>March 15</u>	<u>September 27</u>
<u>April 5</u>	<u>October 4</u>
<u>April 19</u>	<u>October 18</u>
<u>May 10</u>	<u>November 1</u>
<u>May 24</u>	<u>November 15</u>
<u>June 7</u>	<u>December 6</u>
<u>June 21</u>	<u>December 20</u>

The City of Ypsilanti encourages persons with disabilities to participate and will provide necessary reasonable auxiliary aids and services, such as signed for the hearing impaired, Limited English Proficiency (LEP) services, and audios of printed materials being considered at the meeting to individuals with disabilities upon two (2) days notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling the following:

City Clerk's Office
One South Huron Street
Ypsilanti, Michigan 48197-5420
(734) 483-1100

All persons are welcome to attend. Additional information may be obtained at the City Clerk's Office and written comments may be sent to the City Clerk's Office at the above listed address

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

- G. Resolution No. 2021-257, urging the Michigan State Legislature to approve Senate Bill 705, extending a local jurisdiction's ability to hold meetings virtually until March 31, 2022. (added)

Council Member Brian Jones-Chance moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2021-257.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, starting January 1, 2022 the Ypsilanti City Council and all city board and commissions will be required to begin meeting in person; and

Whereas, the daily cases of COVID-19 are raising throughout the state; and

WHEREAS, daily rates in Washtenaw County are also continuing to increase, with the majority of cases located in the 48197 and 48198 area codes; and

WHEREAS, in order to safely operate, the Ypsilanti City Council wishes to maintain the ability to meet virtually for all city bodies, both elected and appointed; and

WHEREAS, Senate Bill 705 would amend the Open Meetings Act to provide local jurisdictions the ability to meet virtually until March 31, 2022;

WHEREAS, SB 705 has been referred to Committee on Local Government

Now therefore be it resolved that the City Council of the City of Ypsilanti strongly urge the Michigan State Legislature to approve Senate Bill 705 and for Governor Whitmer to sign the Bill into law.

BE IT FURTHER RESOLVED, that the City Council of the City of Ypsilanti direct the City Clerk to provide this approved resolution to the Michigan Senate Committee on Local Government, the Michigan Senate, the Michigan House, and Governor Whitmer.

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

- H. Discussion regarding a Community Benefits Ordinance request for an affordable housing development on Clark Road. (added)

Direct of Economic Development led the discussion.

Council Member Annie Somerville, Council Member Steve Wilcoxon, and Mr. Brian Jones-Chance volunteered to chair the committee. Possible nominations at the next meeting.

- I. Discussion regarding Boards and Commissions (10 minutes) (added)

Council Member Anthony Morgan led the discussion.

X. BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission. Meeting Thursday
2. Human Relations Commission. None
3. Arts Commission. None
4. Parks and Recreation Commission.
5. Sustainability Commission. Presentation on how to interact with local science teachers and local schools to get students involved with projects within the City. Group of students from UofM setting up resilience hubs.
6. Historic District Commission. None
7. Planning Commission. None
8. Zoning Board of Appeals None

XI. LIAISON REPORTS

1. SEMCOG Update Meeting coming up
2. Washtenaw Area Transportation Study Meeting tomorrow
3. Urban County None
4. Ypsilanti Downtown Development Authority Special meeting to approve applying to 2 Match on Main grants, approved \$20,000 to construction relief grant to West Cross, meeting on Thursday to discuss annual board retreat.
5. Friends of Rutherford Pool None

XII. COUNCIL PROPOSED BUSINESS

Symanns

- None.

Morgan

- Thanked all veterans that have served this country.

Jones-Chance

- Suggested providing more review of applicants to boards and commissions to ensure that a conflict of interest is not present.

Somerville

- Stated that any board and commission member would have to abstain from a resolution if they have a conflict of interest.
- Stated she has received several complaints about the scooters in the city.

Wilcoxon

- Stated he has received complaints that scooters have been left at bicycle rack. He added they are very expensive to ride.

- Stated he received contact by a Ward 1 resident regarding an issue with an alley.
- Stated he is awaiting a report regarding sediment surrounding Pen Dam.
- Informed Council that he met with the director of the HRWC to assist in acquiring funding for dam removal.

XIII. COMMUNICATIONS FROM THE MAYOR

- The Mayor read aloud a proclamation regarding veterans day.
- Discussed the many Black civil war veterans buried at Highland Cemetery.
- Stated this morning she received a text regarding a student that passed away during basketball tryouts.
- Stated she would like to work with a group for providing toys for the holidays.

XIV. COMMUNICATIONS FROM THE CITY MANAGER

A. 2022 City Holiday Closure Schedule

- Stated she will have staff review the issue with scooters and report back to Council.
- Stated she has been meeting with the Border to Border Trail committee.
- Meeting about the I94 bridge project.
- Stated the city has begun accepting renewal applications for marijuana facilities.

XV. COMMUNICATIONS

- Election Commission Meeting Dates for Redistricting - December 1st at 9am, December 12th at 1pm, and December 15th at 5 pm.
- City Council and all other City Boards and Commissions will return to in-person meetings starting January 1, 2022.
- Washtenaw County Regional Resource Management Authority (WRRMA) Budget and Summary of Activities.

XVI. ADJOURNMENT

- Resolution No. 2021-258, adjourning the City Council Meeting.
The meeting was adjourned at 9:21 PM.
- 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: Mayor and City Council
FROM: John Barr
DATE: December 7, 2021
SUBJECT: Open Meetings Act Matter

DESCRIPTION:

Open Meetings Act Matter

SUMMARY:

Mayor Richardson has been hosting regular Zoom public forum type meetings. City Council and boards and commissions have been invited, and some members have attended. To avoid any OMA problems, I recommend that Council approve the meetings as public meetings and have the City Clerk notice the meetings to the general public.

ATTACHMENTS: Proposed Resolution

RECOMMENDED ACTION: Adoption of the resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-261
December 7, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the Mayor has called for ad hoc public meetings to discuss race and equity in the Ypsilanti area, and

Whereas, City Council and city boards and commission members are invited together with the general public, and

Whereas, City Council desires to avoid the appearance of any possible violation of the Michigan Open Meetings Act,

Now Therefore, Ypsilanti City Council recognizes the Race and Equity Meetings as public meetings, but not official City meetings, and directs the Ypsilanti City Clerk to post notice of the meetings as public meetings. The City Clerk shall accept any minutes of the meetings, but otherwise, the City Clerk and City staff shall have no further obligations regarding the meetings.

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
7 day of December 2021

#Resolution No. 2021-261



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: December 7, 2021
SUBJECT: Art Project Approval

DESCRIPTION:

Art Project Approval

SUMMARY:

City staff and the Art Commission have worked with Washtenaw County for an art project in City parks. The County has funded work by EMBRACING OUR DIFFERENCES SE MICHIGAN, INC , to display billboard size posters combined with an educational curriculum to celebrate Diversity, Equity and Inclusion. Embracing Our Differences will use the transformative power of art combined with an educational curriculum to celebrate diversity. The centerpiece is a juried, outdoor exhibit featuring billboard size images created by local, national and international artists, writers and students reflecting their interpretations of the theme "enriching our lives through diversity."

The program is detailed in the proposed contract. Washtenaw County will be responsible for all the costs of the project.

ATTACHMENTS: Proposed Contract with EMBRACING OUR DIFFERENCES SE MICHIGAN, INC. for art project

RECOMMENDED ACTION: Approval of contract

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-262
December 7, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The certain contract for art project in City parks with EMBRACING OUR DIFFERENCES SE MICHIGAN, INC. be approved, and 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 7 day of December 2021

#Resolution No. 2021-262

SERVICE CONTRACT BETWEEN **EMBRACING OUR DIFFERENCES SE MICHIGAN, INC .** and **THE CITY OF YPSILANTI, MICHIGAN**

AGREEMENT

This SERVICE CONTRACT is by and between **EMBRACING OUR DIFFERENCES SE MICHIGAN, INC** , ("Contractor") and **THE CITY OF YPSILANTI, MICHIGAN**, City), (the parties) Witnesses as follows:

ARTICLE I – THE SERVICES

The Contractor will launch a program entitled Embracing Our Differences in the City of Ypsilanti (City) Washtenaw County as part of a separate agreement and contract between the Contractor and Washtenaw County. The program will display billboard size posters combined with an educational curriculum to celebrate Diversity, Equity and Inclusion. Embracing Our Differences will use the transformative power of art combined with an educational curriculum to celebrate diversity. The centerpiece is a juried, outdoor exhibit featuring billboard size images created by local, national and international artists, writers and students reflecting their interpretations of the theme "enriching our lives through diversity."

Contractor will provide Beautiful, breathtaking and insightful artwork on the themes of diversity, equity and inclusion are selected from submissions from around the world. They will be enlarged to billboard size, printed on 16' by 12' 13 oz vinyl posters, and will be installed in parks in the City. The posters are slated for installation at various places in Riverside Park and Parkridge Park. Each installation has three sides to it and functions as a frame for three murals that are mounted into the ground. Embracing our differences will be responsible for hiring a contractor to install and remove the exhibits and shall own the exhibits. This project is set to begin in April 2022.

ARTICLE II - COMPENSATION

Any and all compensation to Contractor shall be paid by Washtenaw County under separate contract. The City shall have no monetary liability to Contractor. Consideration for this Service Contract is the mutual promises of the parties.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to **Christopher Jacobs** of the City and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

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

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

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

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

ARTICLE IV – ADDITIONAL TERMS

1. Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

2. The parties understand and agree that the CITY may terminate this Contract at any time with or without notice. In such event the CONTRACTOR will be compensated for work already completed by Washtenaw County.

3. This Contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.

4. The parties agree that time is of the essence in the performance of this Contract by the CONTRACTOR.

5. Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not affect the rest of the Contract which shall remain in full force and effect.

6. This Agreement shall be governed by and construed in accordance with the laws of Michigan.

7. Independent Contractor. The relationship of the CONTRACTOR to the CITY is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

8. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

9. For the purpose of the hold harmless indemnity and insurance provisions contained in this Contract, the term "CITY" shall be deemed to include the City of Ypsilanti

and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.

10. The CONTRACTOR agrees to protect, defend, indemnify and hold the CITY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or application for any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

11. Conflict of Interest. The CONTRACTOR covenants that the CONTRACTOR (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the CONTRACTOR shall, within 7 days of the existence of such conflict of interest, notify the CITY in writing of the existence and nature of the said conflict of interest.

12. Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against, or give preferential treatment to, any person on the basis of race, sex, sexual orientation, color, national origin, religion,

handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.

14. Non-Discrimination. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability as set forth in the American's With Disability Act, Michigan PWDA, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

And further, the Contractor agrees that it will not discriminate against any employee or applicant for employment with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position and breach of the covenant may be regarded a material breach of this Contract.

The Contractor further agrees that it will, in all subcontracts relating to the performance of the work under this Contract, provide in its subcontracts that the Subcontractor will not discriminate against any employee or applicant for employment, to be employed in the performance of such Contract, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position, and that breach of the covenant may be regarded as material breach of this Contract.

with the notice requirements of subdivision (A). The CITY may extend the time required for notice under subdivision (A).

(e)

20. Living Wage.

A. (1) Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance, as provided in Chapter 2, Article VI, Division 4 of the Code of Ordinances for the City of Ypsilanti (The Ordinance); and

(2) Suitable notices shall be posted in the work place; and

(3) Evidence of compliance including payroll records shall be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of

The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The ordinance.

C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

21. Iran Economic Sanctions Act 517 of 2013. Pursuant to the Iran Economic Sanctions act, MCL 129.211, before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Provider, the Provider must first certify that it is not an "Iran Linked Business" as defined by that law."

22. Not in Default to City. The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the CITY, and that there are no unpaid taxes, real or personal, owed to the CITY by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the CITY and is in compliance with all Ypsilanti City codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

23. American's With Disabilities Act Compliance. If this contract alters or resurfaces any streets, intersections, sidewalks, or curb ramps, CONTRACTOR shall ensure that each portion of the project, to the maximum extent feasible, shall be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities. Each project shall comply with the American's With Disabilities Act requirements, including 28 C.F.R. §§ 35.151(b),(c),(e)(1) and (e)(2) and 28 C.F.R. Part 36, App. A, the ADAAG.

Note: The City of Ypsilanti has chosen to follow the ADAAG standards rather than the UFAS standards. See United States Department of Justice ADA Title II Technical Assistance Manual, Section II-6.2100)

As used in this Section, the term "resurface" shall have the definition given by the United States Department of Justice Title II Technical Assistance Manual § II-6.6000 "Resurfacing beyond normal maintenance is an alteration. Merely filling potholes is considered to be normal maintenance."

As used in this Section, the term "to the maximum extent feasible" shall have the meaning set forth at 28 C.F.R. § 36.402(c).

As used in this Section, the term "readily accessible to and usable by persons with disabilities" shall have the meaning set forth at Section II-6.1000 of the US Department of Justice ADA Title II Technical Assistance Manual, and set forth at 28 CFR Appendix B Section 36.401.

24. In accordance with PA 517 of 2012, CONTRACTOR must certify that CONTRACTOR is not an Iran linked business, as set forth in the act. Signing this addendum is such certification.

25. The Contract and its attachments, and this Addendum, are the sole Contract and Agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____, 2021.

CONTRACTOR

By: _____

Its: _____

CITY OF YPSILANTI

By: _____

Lois Richardson, Mayor

By: _____

Andrew Hellenga, City Clerk

JOHN M. BARR P10475
Ypsilanti City Attorney



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: December 7, 2021
Resolution to award the 2021 janitorial bid to RNA Facilities
SUBJECT: Management to provide janitorial services for City facilities.

DESCRIPTION:

Resolution to award the 2021 janitorial bid to RNA Facilities Management to provide janitorial services for City facilities.

SUMMARY:

The city's current contract for janitorial services is set to expire at the end of this month and due to this staff solicited bids for janitorial services in November. We received bids from four (4) companies to provide janitorial services and are recommending RNA Facilities Management (RNA) to continue their services with the City. In this summary we will discuss changes to the scope of services, the bidding process, budget impacts, and additional management controls we will enforce.

Changes to the Scope of Services:

In 2019, the City became responsible for the operations of the Freighthouse building and have added a twice a week cleaning to the scope of services for the janitorial contract. The added cost of this additional cleaning is approximately \$600 per month. There is a current vendor whom we use for this service but including them in this contract allows the City to get a greater level of service for cleaning services at a similar cost.

Bidding Process:

Staff completed a Request for Proposals (RFP) and let the bid on Monday November 1, 2021. The bid package was advertised on BidNet Direct (Formerly MITN), the City website, and the RFP was shared on the various social media pages the City manages. We completed a pre-proposal walkthrough of all the City facilities on November 9, 2021 and conducted a bid opening on November 23. The city received four (4) bids from qualified contractors for this service ranging from a monthly cost of \$4,593.00 to \$6,876.98. RNA was the second lowest

qualified bidder at \$4,702.00 and they are the contractor that is being recommended. The City's purchasing policy has a stipulation which give preference to "local" contractors. The section of the policy states as follows:

"Sec. 2-303 – Waiver of competitive bidding by city council

(2) Local preference. In the purchase of supplies, materials, equipment, services or construction work, the purchasing officer or city council may give preference to a local bidder or if the bids are substantially the same, or not more than five (5%) percent apart. The highest preference Local Bidder or Locally-Produced Product Preference will be given to entities who headquarters are within the City of Ypsilanti; next highest will be those in 48137 or 48198 zip codes; next highest will be Washtenaw County, and next highest will be Michigan."

All four (4) of the contractors are Michigan based companies, but only RNA is a Washtenaw County based business (Ann Arbor) and we did not receive any bids from companies within the City limits or the 48197/48198 area codes. The other companies which submitted a bid are companies based out of Wayne, Oakland, and Macomb counties. The bid cost difference between the lowest bid and RNA Facilities Management is 2.37% and based on the local preference rules of our purchasing policy we are recommending RNA.

Budget Impacts:

Our current janitorial services contract is with RNA for a monthly cost of \$3,712 per month or \$44,544 annually. The proposed cost for service in the bid proposal is \$4,702 per month or \$56,424 annually. This proposed cost includes the additional services of the Freighthouse which the current contract does not. The following is the cost comparison if we separate the added cost of the Freighthouse from the contract.

Current annual cost (2018-2021):	\$44,544
Proposed annual cost less Freighthouse costs:	\$49,248
Increase in comparable cost:	\$4,704
Percentage Increase:	10.6%
Added annual cost of the Freighthouse	\$7,176

The current approved budget for janitorial service in the general fund is for \$50,000 annually. The costs for the Freighthouse cleaning comes out of a separate budget department (101-7-7551-818-00) and the costs are similar to the existing service that is used. Based on the current approved budget amounts the contract will still be within the council approved budget parameters despite the cost increase for the new contract.

Additional Management Controls:

To improve our internal contract management procedures staff will be imposing some additional requirements on the contractor for this next contract period. These include the creation of cleaning checklists based on our scope of services and the requirement to submit these checklists weekly. Regular meeting with RNA staff regarding the contract and level of service, monthly engagement with the users of the City facilities to identify issues and ensure they are

promptly reported, and periodic random audits of city facilities by DPS management to evaluate performance. Staff believes that implementing these changes will result in better contract management, a higher level of service, and improved responsiveness from the contractor. Staff has had conversations with RNA regarding these controls.

RECOMMENDED ACTION:

Staff recommends City Council award the 2021 Janitorial Services bid to RNA Facilities Management for an annual cost of \$56,474 and authorize the City Manager to sign the contract documents and any change orders, subject to approval by the City Attorney, to complete the award of this contract.

ATTACHMENTS: Existing contract, RFP package, bid tab, RNA proposal

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-263
December 7, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, proposals were solicited for janitorial services for several City facilities; and,

WHEREAS, the bid of \$56,424 annual submitted by RNA Facilities Management of Ann Arbor, MI meets the specifications, is within 5% of the lowest qualified bidder, subject to the City's local preference guidelines, and would best service the interests of the City; and,

NOW THEREFORE BE IT RESOLVED THAT that the City Council of the City of Ypsilanti award the 2021 Janitorial Services bid to RNA Facilities Management for an annual cost of \$56,474 and authorize the City Manager to sign the contract documents and any change orders, subject to approval by the City Attorney, to complete the award of this contract.

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 7 day of December 2021

#Resolution No. 2021-263

JANITORIAL SERVICES AGREEMENT BETWEEN
CITY OF YPSILANTI AND RNA Facilities Management of Ann Arbor

THIS AGREEMENT, by and between the **CITY OF YPSILANTI**, a Michigan Home-Rule Corporation, of One South Huron Street, Ypsilanti MI 48197, hereinafter referred to as "CITY" and **RNA FACILITIES Management of Ann Arbor**, Michigan, a Michigan corporation, of 2793 Plymouth Rd Suite J, Ann Arbor, MI 48105, hereinafter referred to as "CONTRACTOR" ;

WITNESSETH:

WHEREAS CONTRACTOR is able and willing to provide the services according to city policies,

NOW THEREFORE, in consideration of the promises and covenants set forth, the parties mutually AGREE as follows:

1. JANITORIAL SERVICES. The CONTRACTOR shall perform janitorial services for the CITY for City Hall, Parkridge Community Center, City Police Station, Public Services Building, according to the SPECIFICATIONS FOR JANITORIAL SERVICE GENERAL PROVISIONS ("Specifications"), a copy of which are attached hereto and made a part hereof.

A. The CONTRACTOR will supply all equipment, materials and personnel necessary for such services, except as shown on Specifications.

B. The CONTRACTOR has provided the City with certain information during the bid process. The CONTRACTOR warrants that the information submitted was complete and accurate.

C. All work shall be done in a good and workmanlike manner, and shall include as part of the contract an initial clean up, cleaning all buildings to a higher standard than existed at the time of the bid.

D. All work shall satisfy the subjective judgment of the Director (the director of the Ypsilanti Public Services Department), and if the work is not satisfactory, no payment shall be made until the work is done satisfactorily. The CONTRACTOR may appeal the decision of the Director to the City Manager and the City Manager decision shall be final.

2. PAYMENT. The CITY shall pay the CONTRACTOR a flat fee sum of Three Thousand Seven Hundred Twelve Dollars (\$3,712.00) per month for all janitorial services as shown on the Specifications. CONTRACTOR shall invoice the city monthly, in arrears, for work done and payment shall be made not later than 14 days after receipt of invoice.

A) Carpet Cleaning. The Contractor shall clean all carpets upon written request of the Director. The Director may request such cleanings two (2) times per

building during the contract term at the unit price listed in the Proposal. Any additional carpet cleanings requested by the Director will be covered by a separate purchase order negotiated separately and shall be invoiced accordingly.

B) Extras. Any extra work not described in the Specifications shall be done only upon written work order authorized and signed by the Director at an agreed price.

3. **TERM OF AGREEMENT.** This agreement shall be on a 12 month basis commencing on DECEMBER 24th 2018. This contract shall automatically renew for an additional one year term at the end of each term for two additional terms (a total of three years) unless terminated by City as set out below.
4. **Standard of Performance.** The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.
5. The parties understand and agree that the CITY may terminate this Contract at any time with or without notice. In such event the CONTRACTOR will be compensated for work already completed.
6. This Contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.
7. The parties agree that time is of the essence in the performance of this Contract by the CONTRACTOR.
8. Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not effect the rest of the Contract which shall remain in full force and effect.
9. This Agreement shall be governed by and construed in accordance with the laws of Michigan.
10. **Independent Contractor.** The relationship of the CONTRACTOR to the CITY is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or

employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

11. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.
12. For the purpose of the hold harmless indemnity and insurance provisions contained in this Contract, the term "CITY" shall be deemed to include the City of Ypsilanti and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.
13. The following Indemnification Agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse sides of all certificates of insurance:

"The CONTRACTOR agrees to protect, defend, indemnify and hold the CITY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or application for any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

14. Insurance.

The CONTRACTOR prior to commencing work shall provide at his own cost and expense the following insurance to the CITY in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CITY. All policies and certificates of insurance shall be approved by the Department of City Manager of the CITY prior to the inception of any work.

Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY of registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

All property losses shall be made payable to and adjusted with the CITY.

In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the Owner.

All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:

The clause "other insurance provision" in a policy in which the CITY is named as an insured, shall not apply to the CITY.

The insurance companies issuing the policy or policies shall have no recourse against the CITY (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the CONTRACTOR.

The CITY (at its option) shall be listed as an Additional Named Insured on the following insurance coverages provided by the CONTRACTOR.

YES <u> X </u>	NO <u> </u>	1)	Comprehensive General Liability
YES <u> X </u>	NO <u> </u>	2)	Automobile Liability

YES ____ NO X 3) Owners Contractors Protective Liability

The CONTRACTOR shall maintain at its own expense during the term of this Contract the following insurance:

15. Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$100,000 each accident.
16. General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000,000 Combined Single Limit (Bodily Injury/Property Damage).

This insurance shall indicate on the Certificate of Insurance the following coverages:

- (a) Premises - Operations
- (b) Independent Contractor and Sub-Contractors
- (c) Products and Completed Operations
- (d) Broad Form Contractual
- (e) Broad Form Liability Endorsement

Automobile Liability insurance with minimum limits of liability, per occurrence, of \$500,000 Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (a) Owned automobiles
- (b) Hired automobiles
- (c) Non-owned automobiles

17. Protective Liability Insurance: Owners and Contractors. The CONTRACTOR shall provide the original and duplicate policy of insurance to the City Manager. This insurance contract shall name the CITY as the insured and remain in effect until the contract is accepted by the CITY.

The insurance shall provide minimum limits of liability per occurrence of \$500,000. Combined Single Limit. Said insurance shall provide that the term "Owner" or CITY shall be deemed to include all authorities, boards, bureaus, commissions, divisions, departments, districts and offices of the CITY and the individual members, employees and agents thereof in their official capacities.

18. Disability Benefits: The CONTRACTOR shall provide proof of compliance with the Disability Benefits Law. (If applicable).

19. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the CONTRACTOR will be withheld until those requirements have been met, or at the option of the CITY the CITY may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

20. Conflict of Interest. The CONTRACTOR covenants that neither said corporation nor any officer, agent or employee of the corporation has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract.
21. Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

22. Equal Opportunity. The CONTRACTOR has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 538, Affirmative Action.
23. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against any person on the basis of race, sex, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.
24. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability as set forth in the American's With Disability Act, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonable necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

25. Living Wage.

- A. (1) Living Wages be paid according to the Ypsilanti Living Wage Ordinance No. 892 (The Ordinance) , and
(2) Suitable notices be posted in the work place; and
(3) Evidence of compliance including payroll records be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.
- B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The ordinance.
- C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.
- D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

This Contract and attachments hereto are the sole Contract and Agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

Notices. All notices concerning this Contract shall be deemed served on the party if sent to the party at the address shown at the beginning of this Contract, or such other address as has been endorsed to the Contract copy of the serving party in writing by the party so served and notified.

26. Iran Economic Sanctions Act 517 of 2013. Pursuant to the Iran Economic Sanctions act, MCL 129.211, before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Provider, the Provider must first certify that it is not an "Iran Linked Business" as defined by that law."

27. Not in Default to City. The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the CITY, and that there are no unpaid taxes, real or personal, owed to the CITY by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the CITY and is in compliance with all Ypsilanti City codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

28. In accordance with PA 517 of 2012, CONTRACTOR must certify that CONTRACTOR is not an Iran linked business, as set forth in the act. Signing this addendum is such certification.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set out below. The parties signing all certify that they sign this agreement with full power and authority.

RNA Facilities Management of Ann Arbor

By: 

Dated: 12 December 2018.

CITY OF YPSILANTI, a Michigan
Municipal home-rule City

BY: 
Darwin McClary, City Manager
Pursuant to Resolution 2018-290

APPROVED AS TO FORM:


John M. Barr 12-5-18
Ypsilanti City Attorney



Janitorial

Bid Opening – Tally Sheet November 23, 2021 10:00 AM

Company	Proposal
Du All Cleaning Inc.	\$4,593.00 per month
Randcom Inc.	\$6,876.98 per month
Cleannet of Michigan	\$5,410.54 per month
RNA Facilities Management	\$4,702.00 per month

Request for Proposals (RFP) for Janitorial Services



**Deadline for Submittals:
Tuesday, November 23, 2021 @ 10:00 a.m.**

Contact:

Ron Akers
Public Services Director
City of Ypsilanti
14 W. Forest
Ypsilanti, MI 48197
Email: rakers@cityofypsilanti.com

1. Introduction

The City of Ypsilanti (also referred to as "the City") is seeking proposals from qualified firms to provide Janitorial Services for several city facilities. The required services and performance conditions are described in the Scope of Work (or services). During the evaluation process, the City reserves the right where it may serve the City's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. It is anticipated the selection of a firm will be completed by Tuesday December 7, 2021. An Agreement for services will be required with the selected Contractor. Contract services will commence upon execution of the service agreement by the City.

The RFP, including the Specifications, may be obtained online from **Bidnet Direct at <http://www.bidnetdirect.com>** or at the City of Ypsilanti City Hall, 1 S. Huron St, Ypsilanti, MI 48197.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City until an agreement has been executed.

Submitted to **Bidnet Direct**: Monday, November 1, 2021
Deadline for Submissions: **Tuesday, November 23, 2021 at 10:00am**

Contact Person (for questions ONLY): Ron Akers, Public Services Director 1 S. Huron St, Ypsilanti, MI 48197 P: (734) 483-1421 Email: rakers@cityofypsilanti.com
DO NOT SUBMIT ANY PROPOSALS TO RON AKERS

2. Attachments

The attachments below are included with this Request for Proposals (RFP) for your review and submittal:

Attachment A – Proposers Information/Cost Proposal Form
Attachment B – Scope of Work
Attachment C – Addendum to Agreement for Services

3. Instructions to Proposers

3.1: Pre-Proposal Walk-Through

A pre-proposal walk through will be held on **Tuesday, November 9, 2021 at 10:00 am** at:

City of Ypsilanti City Hall, 1 S. Huron St, Ypsilanti, MI 48197.

Please set aside at two hours as we will give a walkthrough of all properties to be covered under the contract. All prospective Proposers are strongly encouraged to attend.

3.2: Examination of Proposal Documents

The submission of proposal shall be deemed a representation and certification by the Proposer that they:

3.2.1: Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.

3.2.2: Have the capability to successfully understand undertake and complete the responsibilities and obligations of the proposal being submitted.

3.2.3: Represent that all information contained in the proposal is true and correct.

3.2.4: Did not, in any way collude; conspire to agree, directly or indirectly, with any person, firm corporation or other Proposer regarding the amount, term or conditions of this proposal.

3.2.5: Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

3.3: Addenda / Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City no later than **Monday, November 8, 2021 at 5:00PM.**

Correspondence shall be addressed to Ron Akers, rakers@cityofypsilanti.com.

Responses from the City will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP.

The City shall not be responsible nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

3.4: Submission of Proposals

All proposals shall be submitted in hard copy to:

City of Ypsilanti, Attn: City Clerk Andrew Hellenga, 1 S. Huron St, Ypsilanti, MI 48197

Proposals must be delivered no later than **Tuesday, November 23, 2021 at 10:00am**. All proposals received after that time will be returned to the Proposer unopened.

The proposer shall submit their proposal in a sealed envelope, addressed as noted above, bearing the Proposers name and address clearly marked: "RFP for Janitorial Services".

3.5: Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the Proposer.

3.6: Rights of the City of Ypsilanti

This RFP does not commit the City to enter a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion
- Reject all proposals
- Issue subsequent Requests for Proposals
- Postpone opening for its own convenience
- Remedy technical errors in the Request for Proposals process
- Negotiate with any, all or none of the Proposers
- Accept other than the lowest offer
- Waive informalities and irregularities in the Proposals
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

4. Information to Be Submitted

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent

of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, ex., brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below.

4.1: Proposal Summary

This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this section to a total of three (3) pages.

4.2: Profile on the Proposing Firm

This section shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity, and resources. Include all other firms participating in the Proposal, including similar information about the firms.

4.3: Work Plan or Schedule

This section shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services.

4.4: Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. In this section discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City.

4.5: Project Staffing

This section shall discuss how the Proposer would staff this project. Key project team members shall be identified by name, title, and specific responsibilities on the project.

All staff may be subject to a background check. Please see Attachment B - Scope of Work for additional information.

4.6: Proposal Exceptions

This section shall discuss any exceptions or requested changes that Proposer has to the City's RFP conditions or requirements. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements specified in Attachment B – Scope of Work and Attachment C – Addendum to Agreement to Services.

4.7: Proposers Information/Cost of Proposal Bid Form

The fee information is relevant to a determination of whether the fee is fair and reasonable considering the services to be provided. Provision of this information assists the City in determining the firm's understanding of the project.

This section shall include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

4.8: References:

The Proposer is required to submit no less than three references with their proposal.

4.9: Location of Applicant

The Proposer should identify the location of its headquarters or the physical location of the owner, any use of locally produced products, what percentage of employees are local, and describe any planned efforts to employ local persons for the completion of the work. Pursuant to Chapter 2, Article VI of the Code of Ordinances for the City of Ypsilanti, in comparing proposals that are substantially similar, local proposals will be given preference. Particularly the highest preference will be given to applicants or products produced within the City of Ypsilanti, then to those within the 48197 or 48198 zip codes, then to those within Washtenaw County, then to those within the State of Michigan. Consideration will also be made to those applicants that employ or plan to recruit or hire residents of the City of Ypsilanti.

4.10: Environmental Practices

Pursuant to Chapter 2, Article VI of the Code of Ordinances for the City of Ypsilanti, preference shall be given to applicants whose operations or products and services, to the extent practical and economically feasible, conserve natural resources, protect the environment, are energy efficient, or prioritize renewables. Applicants should include their environmental practices in proposals for consideration.

5. Contract Type and Method of Payment

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a fixed fee form of contract. The method of payment to the successful Proposer shall be on a fixed fee basis with a maximum "not to exceed" fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. Payments will be based on Monthly Invoices.

Proposers shall be prepared to accept the terms and conditions of Attachment C – "Addendum to Agreement for Services". If a Proposer desires to take exception to the addendum, Proposer shall provide the following information in their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant attachments
- Proposer shall furnish the reasons for, as well as specific recommendations for alternative language.

The above factors will be considered in evaluating proposals. Proposals that take substantial exceptions to the proposed addendum may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

Insurance Requirements

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all the insurance requirements outlined in Attachment C – "Addendum to Agreement for Services".

6. Review and Selection Process

The City staff will evaluate the proposals provided based on the following criteria:

- 6.1 Quality and completeness of proposal
- 6.2 Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer
- 6.3 Proposer's experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity
- 6.4 Cost to the City
- 6.5 Proposer's financial stability
- 6.6 Proposer's ability to perform the work within the time specified
- 6.7 Proposer's prior record of performance with the City or others

6.8 Proposer's compliance with applicable laws, regulations, policies (including City Council policies), guidelines and orders governing prior or existing contracts performed by the contractor.

The selection committee will make a recommendation to City Council for final approval.

7. Public Nature of Materials

Responses to this RFP become the exclusive property of the City of Ypsilanti. All proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Michigan Freedom of Information Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

8. Collusion

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

9. Disqualification

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- 9.1 Evidence of collusion, directly or indirectly, among Proposers regarding the amount, terms, or conditions of this proposal
- 9.2 Any attempt to improperly influence any member of the evaluation team
- 9.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City
- 9.4 Evidence of incorrect information submitted as part of the proposal
- 9.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal
- 9.6 Proposer's default under any previous agreement with the City, which results in termination of the Agreement.

10. Non-Conforming Proposal

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

11. Gratuities

No person shall offer, give, or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

~ End of Section ~

**ATTACHMENT A
PROPOSERS INFORMATION/COST PROPOSAL FORM**

Owner: City of Ypsilanti Department of Public Service
1 South Huron
Ypsilanti, MI 48197

Firm Name: _____
(herein called "Bidder")

* a corporation organized and existing laws of the State of _____

* a partnership consisting of _____

* an individual trading as _____

To: City Clerk
City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

Pursuant to and in compliance with the Specifications for Janitorial Services and all Addenda as prepared by the Owner, we the undersigned, propose to furnish all labor, materials, equipment, and all things necessary to perform all the work associated with:

Janitorial Services for City Buildings

The undersigned as bidder declares that he/she has familiarized himself with the locations of the proposed work and the conditions under which it must be performed, as well as the specifications which the undersigned acknowledges that he understands and accepts as adequate.

City Hall per month cost:

(use numbers)

_____ Dollars
(use words)

Ypsilanti Police Station per month cost:

(use numbers)

(use words) Dollars

DPS Office per month cost:

(use numbers)

(use words) Dollars

Parkridge Community Center

(use numbers)

(use words) Dollars

Ypsilanti Freighthouse

(use numbers)

(use words) Dollars

Total Monthly Costs for All City Buildings:

(use numbers)

_____ Dollars

(use words)

By:

(signature)

Name:

(print)

Title:

(print)

Date:

ATTACHMENT B SCOPE OF WORK

It is the intent of these specifications to provide for Janitorial Services in the City of Ypsilanti for the following municipal buildings:

City Hall
1 South Huron

Parkridge Community Center
591 Armstrong

Freighthouse
100 Market Pl

City Police Station
505 W. Michigan

Public Services Office
14 West Forest

Definition of Terms:

Wherever in this specification the term "Owner" is used, it shall be construed to mean the CITY OF YPSILANTI, MICHIGAN, and the duly authorized representative.

Wherever herein the term "DIRECTOR" is used, it shall be construed to mean the DIRECTOR OF PUBLIC SERVICES or his/her duly appointed representative.

Wherever the term "CONTRACTOR" is used, it shall be construed to mean the COMPANY or INDIVIDUAL to whom the Contract of the work is awarded and its foreman, workmen, agents or assignees.

Wherever herein the term "WORK" is used it shall be construed to mean all phases of the operation required to completely fulfill contractual obligations as described in these specifications.

General Provisions:

Trash Removal:

All refuse is to be removed daily and placed in designated containers provided by the City.

Building Security:

Except during normal business hours, all entrances to City buildings need to be locked while contractor's employees are in the building. Any and all interior doors unlocked by

contractor's employee for cleaning purposes shall be relocked after completion of services.

Keys to City Buildings:

The contractor or his agents shall be required to sign for all keys issued to them. If a contractor loses a key, they shall be required to pay \$25.00 for each replacement key. If, in the opinion of the City, a breach of security results from the loss of keys requiring that locks be replaced or re-keyed, the contractor shall be required to pay \$50.00 for each lock affected. These charges shall be deducted from monthly payments made to the contractor.

Energy Conservation:

Energy conservation shall be practiced: lights in unoccupied areas should be turned off, except where centrally controlled and windows and doors are kept closed.

Worker Safety:

The contractor will be familiar with and operate within the guidelines set forth by the Michigan Occupational Safety and Health Act (MIOSHA) which affect the custodial and housekeeping operations. The contractor shall comply with all laws, permits, regulations and codes applicable to, or affecting his work.

Materials and Equipment:

The City shall provide paper hand towels, toilet tissue, toilet deodorant cakes and hand soap. The City will also provide "MarbleLife" liquid and a mop bucket designated only for damp mopping the marble tile floor on first floor City Hall. The contractor will furnish all other materials and equipment, including trash bags, subject to City approval, necessary to perform the services set forth in these specifications. The Contractor must provide the City required information under the Federal Right to Know Act (MSDS, Material Safety Data Sheets) regarding all of the contractor's materials used under the contract.

Space will be provided for the janitorial materials and equipment used in these buildings. Designated storage areas are to be maintained in a clean and orderly fashion and cleaning materials stored as not to interfere with departments' daily activities. The City will not permit the storage of janitorial materials which are used for the cleaning of facilities outside the scope of the contract.

Contractors Employees:

The contractor **MUST FURNISH A LIST OF EMPLOYEES WHO WILL BE WORKING IN CITY BUILDINGS.** This list is to contain the name, address and telephone number, driver's license number and the length of time that the employee has been employed by the Contractor. This list is to be kept current throughout the entire length of the Contractor, reflecting any changes in personnel assigned to City buildings. All changes MUST be reported within 24 hours of such change, except for personnel working in the Police Station. (See Special Building Instructions – POLICE BUILDING for variation).

The contractor must provide bonding in the amount of \$10,000 for each employee working in city buildings.

The City of Ypsilanti reserves the right to reject any employee of the Contractor for work in any City building.

The Contractor's employees are not to use City telephones except in an emergency situation.

The Contractor agrees with the City that the Contractor and its employees will cooperate to the full extent of the law possible with the City Police Department or any other agency, with respect to any suspected criminal act by the Contractor or any of its employees.

The City will provide identification badges. I.D. badges shall be worn by all contractor employees while on city premises for performance of janitorial services. The identification badge shall have the employee picture, name, signature, the company's name and the word contractor.

Superintendence:

The Contractor shall give personal attention to the work and shall at all times have a competent foreman or other representative on the work site who shall have full authority to act for the Contractor and to receive and execute orders from the Public Services Director and who shall see that the work is executed in accordance with the specifications.

Weekly Checklist Form Submittal:

The Contractor shall submit a weekly checklist form, which will be provided by the city, summarizing the daily activities of the contractor for that prior week. The manner by which these forms are submitted will be determined by the Public Services Director.

Local Regulations:

The work shall be executed in full compliance with the laws and regulations of the City of Ypsilanti. All licenses, permits, approvals, etc., required by law or ordinarily secured under recognized good practice, shall be secured by the Contractor at his/her own expense.

Contractors Default Forfeiture of Contract:

The work herein specified shall be prosecuted with such force, as the Director may deem adequate to its completion within the time specified. If the rate at which the work is performed is not, in the judgement of the Director, such as to ensure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the work with the force sufficient in the opinion of the Director for its completion within the specified time, or if, in any event the Contractor fails to proceed with the work in accordance with the requirements and conditions of these specifications, the Owner shall have full right and authority to take the work out of the hands of the contractor and employ other workers to complete the unfinished work, or to relet the same to other contractors, and to deduct the expense occasioned by such default from any money that may be due and owing to the Contractor.

Assignment of Contract:

No part of the work herein specified shall be assigned without the written consent of the Director, and in no case such consent relieve the Contractor or his/her surety from the obligations herein entered into by the same or change the terms of this agreement.

Guarantee/Bond Requirement:

The Contractor shall furnish a satisfactory surety bond in the sum of the amount of the contract in dollars guaranteeing the proper completion of the work and the maintenance of the work during the period of one (1) year from and after the date of the completions and acceptance of the same. The maintenance, however, shall not include any damage to the work or to the foundation thereof, or to any of the other obligations embraced by the contract, which may be incurred by action beyond the control of the Contractor. The contractor must provide bonding in the amount of \$10,000 for each employee working in city buildings.

Addendum to Agreement for Services:

The Contractor shall comply with all aspects of the Addendum to Agreement for Services, which is attached hereto.

Cleaning Specification for All Buildings

This bid is for five (5) City buildings:

Daily Services:

The following are to be complete as scheduled in "Special Building Instructions":

1. Dust all furniture, desks, chairs, file cabinets and other office equipment and all partitions and ledges that can be reached from the floor, except the tops if the desks and work tables containing loose, papers, folders or other like materials that may be lost or misplaced in the cleaning operation. The bottom and sides of such desks or tables must also be dusted. All dusting shall be done by hand or by dust broom or dust mops using chemically treated cloths, dust brooms and mops. Feather dusters are not to be used. Dusting shall be understood to be "dust removal".
2. Remove all fingerprints, stains and dust from Formica and tile topped counters, and glass desktops.
3. Empty all wastebaskets and basket liners. Clean out and wash baskets if needed.
4. Thoroughly clean and disinfect all toilets and lavatory fixtures and partitions. Wet mop toilet floors, paying particular attention to the floor in stool area.
5. Refill toilet paper, hand towels, toilet deodorant cakes, seat covers and hand soap dispensers from stock on hand in building. Submit written notice of "LOW INVENTORY" as is necessary.
6. Dust mop all floor areas, paying attention to areas under desks and stairways using chemically treated dust mops. Do not push dirt from place to place on floor – REMOVE collected dirt.
7. Damp mop all floor areas where necessary to maintain highest degree of appearance. Marble tiles in City Hall require special care, liquid treatment product provided by the City to be used daily along with designated mop bucket per instructions. Submit notice of "low inventory" as needed. The mop bucket designated for use exclusively on the marble floor will be provided by the City. Wastewater should be disposed of in toilet stools **AND NOT POURED INTO ANY OTHER SINKS IN THE BUILDING.**
8. Thoroughly clean drinking fountains and wipe dry. Clean all areas behind and around fountain cabinet and use non-abrasive cleaner on stainless steel.

9. Dust and wipe clean all furniture in Lounge and fixtures in public areas.
10. Vacuum all carpeted areas. Remove any material sticking to or embedded in carpet. Immediately remove any stains.
11. Close and lock all windows, turn off lights, lock doors and turn on alarm systems in each office upon completion of work.
12. Turn off all lights except in stairwells and those ordered left on lock all exterior doors when leaving the building. Upon arriving for work check all exterior doors that are to be locked.

Weekly Services:

Complete the following at least once a week in ALL buildings. (Written schedules to be provided to the Director or appointed representative).

1. Scrub and clean all floor areas, refinishing areas most heavily used – machine buff.
2. Clean all exposed surfaces of file cabinets.
3. Wash all counter fronts.
4. Machine or hand scrub all toilet floor areas.
5. Wash glass on all interior doors, windows, cabinets and display cases. Wash all windows or door glass on exterior doors, paying particular attention to entrance doors to buildings.
6. Replace trash basket liners (unless needed earlier).
7. Floor drains traps shall be maintained with water to prevent escape of sewer gases and fumes.

Every Other Weekly Services:

Exterior window washing for the ground floor of City Hall.

Monthly Services:

Sweep and mop the rear stairway from the ground floor of City Hall to the rear parking lot exit.

Quarterly Services:

The following will be done at least once each quarter of the year: (Prior to completion of quarterly services, the contactor will notify the Director or his representative. To verify completion of quarterly services, the contractor will submit written schedules to the Director).

1. Thoroughly clean all windowsills, doors, chair rails, wainscot caps, stair rails, metal grillwork, radiators, baseboards and partitions.
2. All floors are to be stripped, removing all finishes, resurfaced and machine buffed with new finish application. The exception is the marble tile floor on the first floor of City Hall.
3. All tile stairway surfaces are to be stripped and refinished with machine buffing. All metal stairway strips are to be thoroughly wire brushed clean. All step caps shall be thoroughly scrubbed and cleaned.
4. Thoroughly clean and polish all metal door knobs, handles, push plates, kick plates and lock plates and hardware, if necessary.
5. All blinds are to be carefully dusted and cleaned.
6. All janitors' closets or areas provided by the City will be thoroughly cleaned. Mop sink is to be scoured and disinfected including the mop sink on the 4th floor of City Hall.
7. Floor drains in bathroom areas should be flushed.

Annual Services:

Window washing for all exterior windows at City Hall, Police, Parkridge Community Center and the Public Services office, inside and out.

Special Services:

Any special instructions from the City shall be adhered to by the contractor and shall include such items as special locking and unlocking requests for meetings, cleaning instructions for special situations and requests for information from the contractor.

The Contractor will be expected to submit reports as to observed mechanical problems in the building, safety hazards, unusual cleaning situation or circumstances and reports of declining inventory of paper and hand soap supplies.

Office and rooms areas may at times be removed from the scope of these specifications, at the discretion of the City.

Carpet Cleaning:

All of the carpeting in all of the City buildings will be cleaned upon written request from the Director. The maximum number of requests for carpet cleaning from the City shall be two (2) per year at each building.

Special Building Instructions:Ypsilanti City Hall Schedule:

1. All daily services are to be completed from Monday through Friday of each week. Friday's services may be rescheduled on Saturday or Sunday on a regular basis.
2. Cleaning should occur between the hours of 5:30pm and 11:00pm except on weekends or when otherwise specified in writing by the Director of Public Services. No vacuuming on evening of Council Meeting after 7:30 p.m.
3. All Daily, Weekly and Quarterly Services and Carpet Cleaning are to be completed as outlined in General Specifications.

Police Station:

1. All daily services are to be completed seven (7) days per week from Monday through Sunday.
2. All of the weekly and quarterly services as previously outlined.

3. Daily cleaning of water closet in jail cell and flushing of floor drains in cells weekly.
4. Daily cleaning of the Plexiglas enclosures of the command desk area and jail cells.
5. Daily cleaning of the exterior glass surface of the entrance to the station.
6. Re-stock, as needed all unoccupied cell areas with paper towels and toilet tissue provided.
7. Daily vacuuming and weekly cleaning of all floor mats, runners and carpets in public entrance and access areas.
8. The detox cell, booking area, mug shot, printing room, evidence processing room and breathalyzer room will need to be cleaned and disinfected daily.
9. Cleaning should occur between the hours of 5:00pm and 8:00am unless otherwise specified in writing by the Police Chief.
10. Clean shower areas floors and stalls in men's and women's locker rooms, every other day.
11. Sink in kitchen should be scoured once (one time) a week.

Special Note:

The Police Department must clear the employees of the janitorial contractor and only one such employee will be assigned to this building. Because of the amount of classified material in and around the Police Station, it is imperative that we only deal with one janitor, therefore, only having to do one complete record check on that individual. A master key will be issued only to the employee who is approved. The employee must check in and out daily with the Shift Commander on duty. Any change or substitution of this employee must be approved through both the Director and Police Chief before the employee may work in the Police Station.

Parkridge Community Center:

1. This building is open six (6) days a week and is closed Sunday. Proposed schedule would be six (6) days per week, Monday through Saturday.
2. Perform all Daily, Weekly and Quarterly Services as previously outlined.

3. Cleaning should be performed between the hours of 8:00pm and 9:00am unless otherwise specified in writing by the Director.
4. Staff lounge and kitchen must be swept, dusted and wiped down each working day. dining area must be thoroughly cleaned each working day.
5. Gym floor to be machine scrubbed with a (least abrasive)"white" pad and Simply Green cleaning solution once per month.

Public Services Office:

This office at the Dept. of Public Services Yard will be cleaned two (2) times a week. Schedule should be coordinated with the General Supervisor. The services that are listed under the daily schedule should be done on these days.

Ypsilanti Freighthouse:

:

1. Proposed schedule is for cleaning services to be performed weekly on Monday and Friday mornings.
2. Perform all Daily, Weekly and Quarterly Services as previously outlined except DO NOT mop or apply any liquids to the Freighthouse Great Hall. This facility has very old historic wooden floors that cannot be wet. Instead the hardwood floors in the Great Hall must be vacuumed.
3. Cleaning should be performed between the hours of 6:00am and 9:00am unless otherwise specified in writing by the Director.

ATTACHMENT C

ADDENDUM TO AGREEMENT FOR SERVICES

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal Home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and _____, of _____, Michigan, referred to as "CONTRACTOR", a _____. (sole proprietor, corporation, partnership, etc.).

1. This Addendum is an addition and amendment to the primary Contract between the parties. In an event of a conflict between the language of this Addendum and the primary Contract, the language and terms of this Addendum shall take precedence.

2. Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

3. The parties understand and agree that the CITY may terminate this Contract at any time with or without notice. In such event the CONTRACTOR will be compensated for work already completed

4. This Contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.

5. The parties agree that time is of the essence in the performance of this Contract by the CONTRACTOR.

6. Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not effect the rest of the Contract which shall remain in full force and effect.

7. This Agreement shall be governed by and construed in accordance with the laws of Michigan.

8. Independent Contractor. The relationship of the CONTRACTOR to the CITY is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

9. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

10. For the purpose of the hold harmless indemnity and insurance provisions contained in this Contract, the term "CITY" shall be deemed to include the City of Ypsilanti and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.

11. The following Indemnification Agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse sides of all certificates of insurance:

"The CONTRACTOR agrees to protect, defend, indemnity and hold the CITY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or application for any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

12. Insurance.

a. The CONTRACTOR prior to commencing work shall provide at his own cost and expense the following insurance to the CITY in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CITY. All policies and certificates of insurance shall be approved by the Department of City Manager of the CITY prior to the inception of any work.

b. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

c. All property losses shall be made payable to and adjusted with the CITY.

d. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the CITY.

e. All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:

(1) The clause "other insurance provision" in a policy in which the CITY is named as an insured, shall not apply to the CITY.

(2) The insurance companies issuing the policy or policies shall have no recourse against the CITY (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(3) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the CONTRACTOR.

(4) The CITY (at its option) shall be listed as an Additional Named Insured on the following insurance coverages provided by the CONTRACTOR.

YES ____	NO ____	1)	Comprehensive General Liability
YES ____	NO ____	2)	Automobile Liability

f. The CONTRACTOR shall maintain at its own expense during the term of this Contract the following insurance:

(1) Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$500,000 each accident.

(2) General Liability insurance with a minimum limit of liability per occurrence of \$1 Million Combined Single Limit (Bodily Injury/Property Damage), with no aggregate.

This insurance shall indicate on the Certificate of Insurance the following coverages:

- (a) Independent Contractor and Subcontractors
- (b) Broad Form Contractual
- (c) Broad Form Liability Endorsement

(3) Automobile Liability insurance with minimum limits of liability, per occurrence, of \$1 Million Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (a) Owned automobiles
- (b) Hired automobiles
- (c) Non-owned automobiles

(4) Protective Liability Insurance: Owners and Contractors. The CONTRACTOR shall provide the original and duplicate policy of insurance to the City Manager. This insurance contract shall name the CITY as the insured and remain in effect until the contract is accepted by the CITY.

The insurance shall provide minimum limits of liability per occurrence of \$500,000. Combined Single Limit. Said insurance shall provide that the term "Owner" or CITY shall be deemed to include all authorities, boards, bureaus, commissions, divisions, departments, districts and offices of the CITY and the individual members, employees and agents thereof in their official capacities.

(5) Disability Benefits: The CONTRACTOR shall provide proof of compliance with the Disability Benefits Law. (If applicable).

g. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the CONTRACTOR will be withheld until those requirements have been met, or at the option of the CITY the CITY may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

h. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

i. If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

j. Certificate of Insurance; required language. The Certificate of Insurance obtained by the CONTRACTOR shall contain the following language: "The City of Ypsilanti, Michigan, its elected officials, officers, employees, boards, commission, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget, including the City of Ypsilanti, are named as additional insured, and such coverage shall be considered to be the primary coverage rather than any policies and insurance or self insurance retention owned or maintained by the City of Ypsilanti."

13. Conflict of Interest. The CONTRACTOR covenants that the CONTRACTOR (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the CONTRACTOR shall, within 7 days of the existence of such conflict of interest, notify the CITY in writing of the existence and nature of the said conflict of interest.

14. Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

15. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against, or give preferential

treatment to, any person on the basis of race, sex, sexual orientation, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.

16. Non-Discrimination. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability as set forth in the American's With Disability Act, Michigan PWDA, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

And further, the Contractor agrees that it will not discriminate against any employee or applicant for employment with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position and breach of the covenant may be regarded a material breach of this Contract.

The Contractor further agrees that it will, in all subcontracts relating to the performance of the work under this Contract, provide in its subcontracts that the Subcontractor will not discriminate against any employee or applicant for employment, to be employed in the performance of such Contract, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position, and that breach of the covenant may be regarded as material breach of this Contract.

17. Permits. The CONTRACTOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers, due and sufficient notice shall be served upon those so affected.

18. Services. In the event the contract provides for improvement of real property or performing management construction services as provided in MCLA 125.1591, the following provisions apply:

(A) A contract between CONTRACTOR and the CITY for an improvement as provided above shall contain the following provisions:

(a) That if a CONTRACTOR discovers one or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the CITY of the physical condition in writing:

(i) A subsurface or a latent physical condition at the site is differing materially from those indicated in the improvement contract.

(ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.

(b) That if the CITY receives a notice under subdivision (A), the CITY shall promptly investigate the physical condition.

(c) That if the CITY determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the CITY's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.

(d) That the CONTRACTOR cannot make a claim for additional costs or time because of a physical condition unless the CONTRACTOR has complied with the notice requirements of subdivision (A). The CITY may extend the time required for notice under subdivision (A).

(e) The CONTRACTOR cannot make a claim for an adjustment under the contract after the CONTRACTOR has received the final payment under the contract.

(B) If the CONTRACTOR does not agree with the CITY's determination, with the CITY's consent the CONTRACTOR may complete performance on the contract.

(C) At the option of the CITY, the CONTRACTOR and the CITY shall arbitrate the CONTRACTOR's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

20. Living Wage.

A. (1) Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance, as provided in Chapter 2, Article VI, Division 4 of the Code of Ordinances for the City of Ypsilanti (The Ordinance); and

(2) Suitable notices shall be posted in the work place; and

(3) Evidence of compliance including payroll records shall be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The ordinance.

C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.

D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

21. Iran Economic Sanctions Act 517 of 2013. Pursuant to the Iran Economic Sanctions act, MCL 129.211, before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Provider, the Provider must first certify that it is not an "Iran Linked Business" as defined by that law."

22. Not in Default to City. The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the CITY, and that there are no unpaid taxes, real or personal, owed to the CITY by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the CITY and is in compliance with all Ypsilanti City codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

23. American's With Disabilities Act Compliance. If this contract alters or resurfaces any streets, intersections, sidewalks, or curb ramps, CONTRACTOR shall ensure that each portion of the project, to the maximum extent feasible, shall be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities. Each project shall comply with the American's With Disabilities Act requirements, including 28 C.F.R. §§ 35.151(b),(c),(e)(1) and (e)(2) and 28 C.F.R. Part 36, App. A, the ADAAG.

Note: The City of Ypsilanti has chosen to follow the ADAAG standards rather than the UFAS standards. See United States Department of Justice ADA Title II Technical Assistance Manual, Section II-6.2100)

As used in this Section, the term "resurface" shall have the definition given by the United States Department of Justice Title II Technical Assistance Manual § II-6.6000 "Resurfacing beyond normal maintenance is an alteration. Merely filling potholes is considered to be normal maintenance."

As used in this Section, the term "to the maximum extent feasible" shall have the meaning set forth at 28 C.F.R. § 36.402(c).

As used in this Section, the term "readily accessible to and usable by persons with disabilities" shall have the meaning set forth at Section II-6.1000 of the US Department of Justice ADA Title II Technical Assistance Manual, and set forth at 28 CFR Appendix B Section 36.401.

24. In accordance with PA 517 of 2012, CONTRACTOR must certify that CONTRACTOR is not an Iran linked business, as set forth in the act. Signing this addendum is such certification.

25. The Contract and its attachments, and this Addendum, are the sole Contract and Agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____, 2020.

CONTRACTOR

By: _____
Its: _____

See Next Page:

CITY OF YPSILANTI

By: Frances McMullan
City Manager

JOHN M. BARR P10475
Ypsilanti City Attorney

RNA

FACILITIES MANAGEMENT

Response to:

Janitorial Services

November 23, 2021

In Partnership With:



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**Please see page numbers in the lower right-hand corner of the following pages.*

November 23, 2021

City of Ypsilanti

Ron Akers, Public Services Director

Accountability - Our Key To Success

We at RNA Facilities Management would like to thank you for the opportunity to provide you with a proposal for custodial services. As a Facilities Company for 30 years, we have the experience needed to manage the cleaning needs of your City, at the exemplary level of service that you have come to expect.

RNA is a nationally based company who provides affordable, quality facility services and would relish the opportunity to expand our work to the City of Ypsilanti. As a medium sized company, we know we have the capability to clean your buildings, but we have the ability to do so at a much more affordable price. This difference sets us further apart from the competition and makes us a great fit for this rfp.

During our 30 years we have covered a wide range of janitorial accounts including City and Government buildings, libraries, health clinics, colleges, retail stores and various other businesses. Since our inception in 1991, we have taken pride in providing superior services specifically tailored to meet the individual needs of our clients. We believe this is the primary reason for both our success and longevity.

At RNA we enter into more than just a contract with our clients, instead we look to integrate your philosophies into our own policies. As we continue to grow, we hope to grow in our partnership by continually providing quality cleaning that exceeds your expectations.

Thank you again for the opportunity to present our response. We look forward to working with you in the near future.

Sincerely,



Mike Farha, COO
RNA Facilities Management



CORPORATE INFO

Headquarters:

**RNA Facilities Management
4130 Varsity Drive, Ste A
Ann Arbor, MI 48108**

NATIONWIDE



Years in Business: 30 Years
Number of Employees: 1050+

Entity: Partnership
Tax ID: 85-4018640

Bond Firm:
Pacific Diversified
363 Civic Dr, Suite 100

Bond Contact:
Terry Baner
tbaner@pdins.com
925-819-2422

- RNA FACILITIES MANAGEMENT is has been in business since 1991.

- We have a 97% retention rate and in the past 5 years have only lost an account due to being underbid.

- RNA has never defaulted in a contract or filed for bankruptcy.

PERSONNEL

Director of Operations: Nader Hamad | 877-762-7511 | nhamad@rnafm.com

Nader has been with RNA FM for 7 years. As our Director of Operations he works to guarantee your continued satisfaction both before and after the bid process. Nader oversees new customer setup, staffing and helps with quality assurance. His experience with Customer Service and anticipating your needs are what help set the expectation levels for your account.

Vice President: Alex Farha | 734-260-3395 | afarha@rnafm.com (24 Hr Emergency Contact)

Alex has been with RNA FM for 9 years. Since his addition to our team, Alex has become an integral part of managing all our accounts to ensure both quality and on-time completion. At the start of each project, he works closely with our onsite staff cleaning alongside them to demonstrate exactly what needs to be done.

He has also developed our newest quality assurance model where employees hold themselves accountable for their work before being checked for compliance. This new system has helped drastically reduce any potential issues.

Since its inception in 1991, RNA has developed its own methodology of cleaning service that has proven to be both efficient and effective.

At RNA, we take a holistic approach to facility cleaning and maintenance that goes above and beyond our clients' expectations. Our solutions focus on the health and safety of our employees and the facilities we care for. The result is a safer and healthier community and a better place to work. We implement this strategy by using only environmentally friendly products and chemicals.

During our 30 years of doing what we love, RNA has covered a wide range of facility management accounts including large educational institutions with enrollment of more than 50,000 students, city buildings, libraries, health clinics and various other businesses. Our service areas of commercial janitorial, janitorial supplies, landscaping and mowing, facilities management, and construction services make us a one-stop shop for the health and growth of your City of Ypsilanti. And over those 30 years, it's the satisfaction of a job well done and the pleasure of working with innovative and conscientious clients like the City of Ypsilanti that keep us engaged and thriving to do more as a strategic partner in your success.

As a medium-sized company, we know we have the capability to clean your buildings, but we have the ability to do so at a much more affordable price. This difference sets us further apart from the competition and makes us a great fit for this important and continued opportunity with the City of Ypsilanti.

Highly Trained, Motivated Staff

Today, RNA has 1,050+ employees. Our turnover rate of only 8 percent is well below the industry standard. We understand the reasons for high turnover and have been able to keep our numbers extremely low by following these four best practices.

- *We only hire experienced managers who work alongside their staff to help get the job done.*
- *We interview quality potential employees and hire only the best. As simple as it sounds, your cleaning staff from top-to-bottom must be motivated, responsible and dedicated to their job.*
- *We clearly define expectations, demonstrate how to succeed, and hold individuals accountable. After expectations are set, we continue to help our employees succeed with our daily checklist. The checklist serves to remind employees what needs to be done and that we will hold them personally accountable.*
- *We give out monthly incentives to employees who continuously exceed expectations. Our system rewards employees when no QA issues arise in their designated zone.*

CEO

Chief Executive Officer



A proven leader and entrepreneur, Bryson first started in the industry at nineteen years old, cleaning medical offices and banks during the evening while attending college in the daytime. Over the past thirteen years, Bryson spearheaded all facets of organizational growth, focusing on various multi-state collaborative services. His ambitious ideas have come to fruition, now overseeing all facility management and janitorial operations, nationwide.

Bryson Raver

Chief Operating Officer

COO

As a self-made facilities management mogul, Mike's imaginative resource management while setting high industry standards over the past 18 years designate him as the main point of contact for bidding, contract negotiation, and service at the City of Ypsilanti. As our Chief Operating Officer, he works to guarantee your continued satisfaction both during and after the bid process. Mike oversees new customer setup, staffing, and is strategic in implementing the highest levels of quality assurance (QA). His extensive industry experience is key in anticipating needs, and will ensure the exemplary service expectations for your account.



Mike Farha

CIO

Chief Investment Officer



Josh has spent his entire career advising companies on strategic growth initiatives in a variety of industries. He handles special corporate projects including capital raising, add-on acquisitions, marketing and branding projects, C-level recruiting, ERP implementations, and other value creation initiatives. His entrepreneurial background over the past 19 years is multi-faceted, and his innovative problem solving methods are great assets that are extended to RNA's client base.

Josh Kuder

Senior Vice President of Operations

SVP

Dave is an experienced professional with more than 20 years in janitorial executive & operational management. He spent five years as a property & facility manager at a high-rise office building, during which time he attained both Real Property Administrator (RPA) and Facilities Management Administrator (FMA) certifications. Dave has held various sales and operational roles across the facility service industry.



Dave Angel

VP

Vice President of Operations



Alex has been with RNA for 9 years. Since his addition to our team, Alex has become an integral part of managing all our accounts to ensure both quality of service, and on-time completion. At the start of each project, he works closely with our on-site staff, cleaning alongside them to demonstrate exactly what needs to be done. He has also developed our newest quality assurance model where employees hold themselves accountable for their work before being checked for compliance. This new system has helped drastically reduce any potential issues.

Alex Farha

Account Manager

AM

Your primary Account Manager, Nader, is a passionate, creative, and energizing senior leader with over 12 years of progressively increased responsibilities in facility management and account management roles. Nader has a proven ability to build and motivate high-performing project teams and deliver quality results in our leading client projects. He will be key to organizing and leading the successful project team that will execute quality results, on time and on budget for the City of Ypsilanti facilities.

Nader Hamad

TM

Transition Manager



Dwight's responsibilities at RNA include operational due diligence, system synergies, project management, and strategy execution. He has led the RNA Team transition strategy for hundreds of transactions in the facility service industry. He holds a bachelor's in Management from The University of Tampa and is a certified Professional in Human Resources (PHR).

Dwight Tesoro

Product Manager

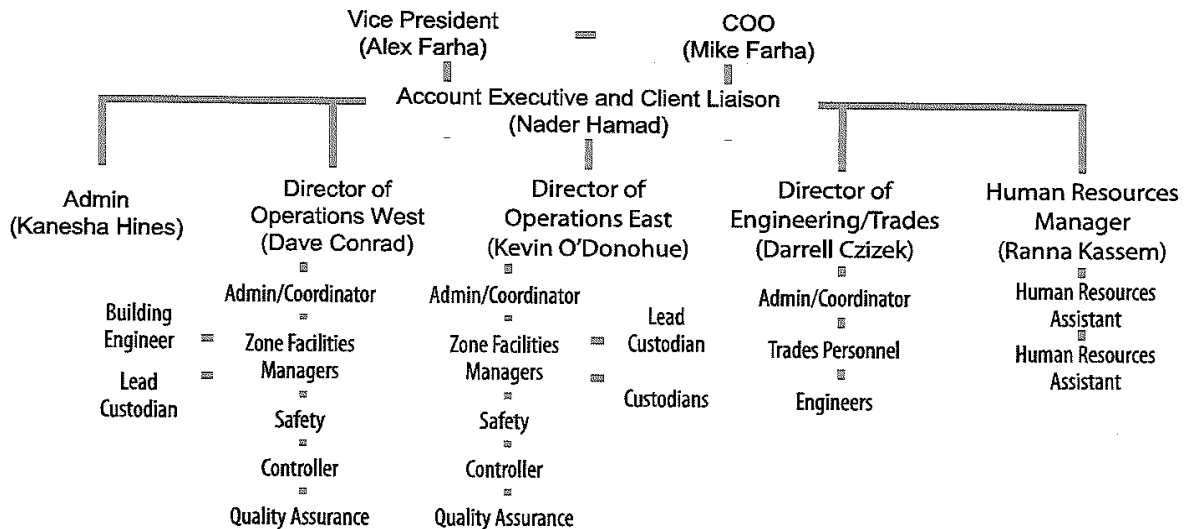
PM

With over 25 years of experience and ISSA certifications in cross contamination, blood borne pathogens, floor cleaning, restroom cleaning and school cleaning, Paolo Decina will oversee all equipment and products as the designated supply chain manager. Paolo will train staff on how to properly use equipment and will handle ordering and inventory for each site.



Paolo Decina

City of Ypsilanti Organizational Chart



Key Points

- In compliance with the specifications for this bid, a full-time account manager with several years of janitorial and maintenance experience will be assigned to your account, and oversee the on-site supervisor for your project.
- RNA has a regional office that will provide support for your account with respect to management, oversight, problem resolution, contract transition, and human resources for both hiring and training.
- Our staffing levels are adequate to sufficiently comply with your cleaning and maintenance service needs and high standards.
- We offer competitive pay rates and benefits for staff which is likely why we have such a low employee turnover rate. This helps improve our contract performance and ensure 100% satisfaction with our clients.
- RNA's staff is experienced in utilizing available technology to measure and monitor our contract performance. This also enables us to communicate quickly to resolve any issues in a timely manner.
- We are a national vendor, and provide excellent references.

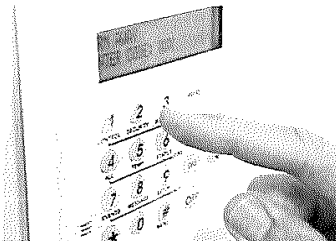
BACKGROUND CHECKS

RNA fully understands the importance of hiring qualified employees who possess integrity, honesty, dedication and a great work ethic.

To achieve those goals, RNA conducts extensive background checks of an employment applicant's history, including reference investigation, criminal background checks, fingerprinting, mandatory drug testing, and a LiveScan criminal records check. RNA will adhere to all levels of screening listed in the Specifications and Contract for this RFP. We will ensure that all drug tests come back negative before any employee is cleared to work on the City of Ypsilanti contract. In addition, RNA screens each prospective employee for the items listed to the right of this page.



- **Past employment**
- **Professional licenses**
- **Criminal records**
- **Education**
- **Workers Compensation**
- **Driving record**
- **References**
- **Drug Testing**



Key handling procedures will follow the same strict guidelines and hand selected, credible personnel will be chosen with the direct and final approval of the City of Ypsilanti staff.

Facility Emergency Protocol: If an RNA employee notices any suspicious behavior on or around the client premises or have any such security concerns relating to protests or for any reason, they will lock all exterior doors to your buildings (or follow RFP protocol specified) immediately followed with a prompt call to the local police department if applicable.

Our janitorial and maintenance role is crucially important in any energy conservation program for several reasons. Our employees are often the first to enter a building each day and typically the last to leave at night. We have full knowledge of the daily workings of our client's facilities. Our team learns the problem areas. We learn about the existing staff and their energy needs. Custodians usually have access to the building's equipment and controls. Most importantly, our custodians are regularly moving about the buildings each day. This helps solidify the importance of our staff in your energy conservation. Our goal is to set an example for your staff and we're proud to take the lead in this ever so important area by:

- ✓ *Educating others on common misconceptions about energy usage.*
- ✓ *Remaining continuously alert for energy waste at your building.*
- ✓ *Being aware of the energy your facility uses.*
- ✓ *Lighting only the room being cleaned.*
- ✓ *Turning lights off when leaving a room.*
- ✓ *Ensuring all windows are securely closed and close drapes, blinds, shutters, etc.*
- ✓ *Making sure all outside lights are turned off during the day.*
- ✓ *Inspecting weather-stripping and caulking of windows and doors regularly.*
- ✓ *Reporting heating and air conditioning problem to maintenance immediately.*
- ✓ *Turning off lights when possible. Pay particular attention to cafeterias, auditoriums and gymnasiums.*
- ✓ *Working with the supervisors and maintenance staff to determine the most efficient hours of operation for the heating and cooling equipment. (Consideration of season and daily weather forecasts is needed.)*
- ✓ *When appropriate, adjusting heating and air conditioning controls to achieve comfort while conserving as much as possible.*

REFERENCES



DETROIT PUBLIC SCHOOL COMMUNITY DISTRICT

Contact: Mercedes Boulding, *Senior Director of Facilities*

Phone: **313-300-2388**

Type of work: - Facilities / Custodial

Email: Mercedes.Boulding@detroitk12.org



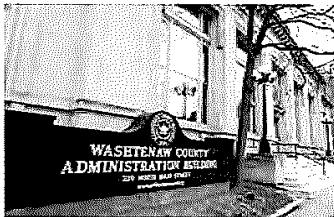
DETROIT ACADEMY OF ARTS & SCIENCES

Contact: **Rochelle Robinson**, *Facilities Manager*

Phone: 313-573-6911

Type of Work: Facilities / Custodial

Email: RRobinson@daask12.com



WASHTENAW COUNTY

Address: 16 Facility Addresses in MI

Contact: **Nick Woods**, *Management*

Phone: **734-260-2248**

Email: WoodsN@ewashtenaw.org

October 19, 2020

To Whom It May Concern,

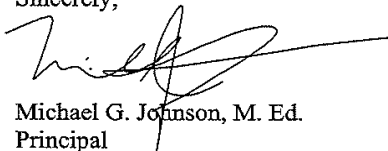
This letter is written on behalf of RNA Facilities Management (RNA) of Ann Arbor. In 2018, RNA became the facility service provider for Fisher Magnet Upper Academy to provide facilities management consisting of custodial, maintenance and engineering services.

As the new school leader that was hired in August of in 2018, I was impressed with the progress that RNA made as the new facility service provider. As we enter the 3rd year of our working relationship, I am just as impressed now as I was in 2018. RNA has been able to sustain their systems, routines, policies and procedures as it relates to facilities management.

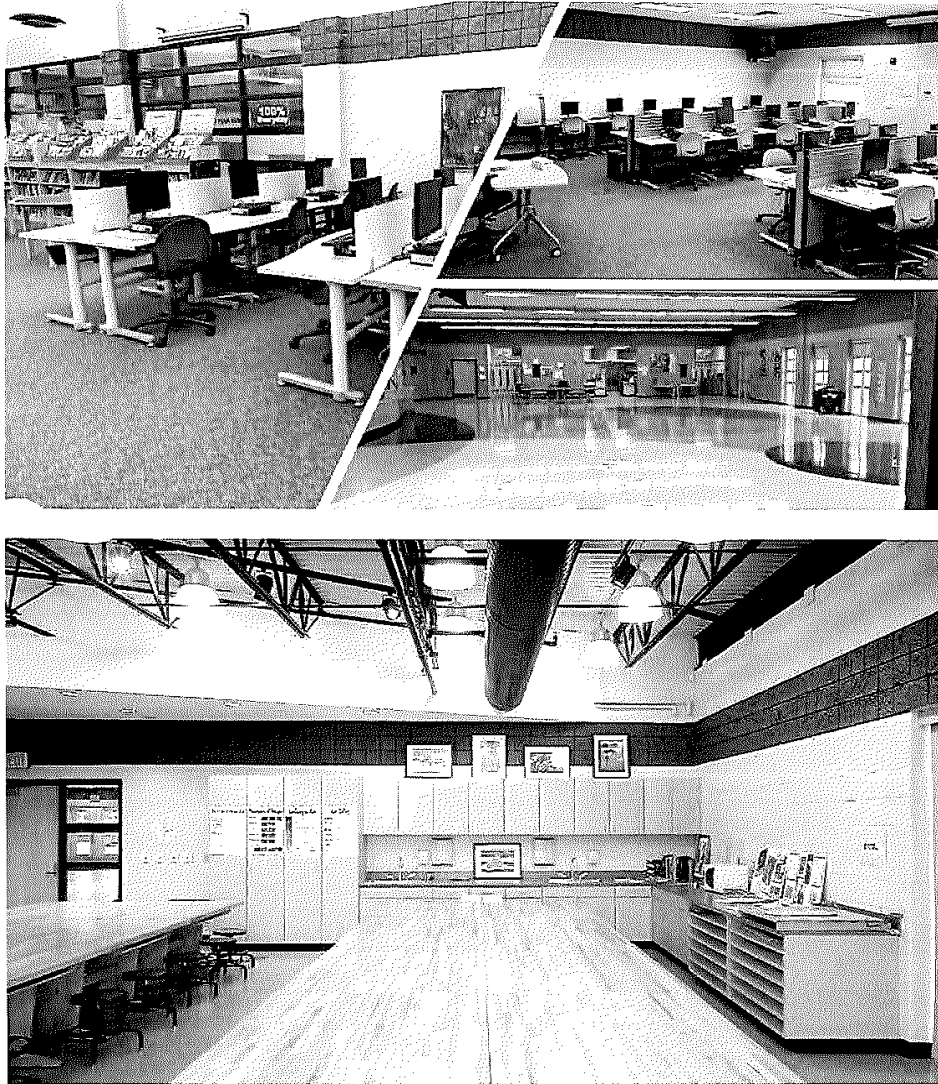
I recommend RNA be allowed to make a difference within your organization by delivering what has been evident in some its assigned schools as a "fresh and systematic approach" to cleaning and commitment to maintaining schools for students, even during and throughout the COVID-19 pandemic.

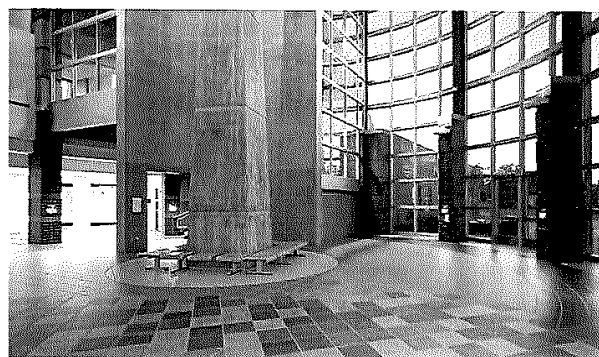
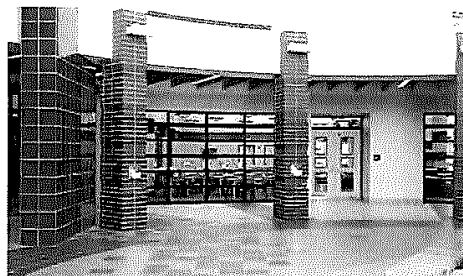
If you have questions, I can be reached at the number provided above.

Sincerely,



Michael G. Johnson, M. Ed.
Principal







LETTER OF REFERENCE 2



Office of Infrastructure Management

220 E Huron
P.O. BOX 8645 ANN ARBOR, MICHIGAN 48107-8645
Phone 734-222-6542 Fax 734-222-6573
www.washtenaw.org

7/26/20

To whom it may Concern,

This letter is in reference to RNA Facilities Management who is contracted with Washtenaw County Office of Infrastructure Management. RNA has been maintaining janitorial services for 22 County facilities since 2012, and have extended their contract twice because of the quality work they provide. They have courteous and professional staff and address issues and concerns in a timely manner. I would definitely recommend the use of their services to other entities in search of a top notch janitorial contractor.

Regards,

Nicholas Woods
Office of Infrastructure Management
Maintenance Supervisor
734-260-2248

Office of Infrastructure Management

RNA Facilities Management | Page 13

KALAMAZOO RESA
INSPIRING EDUCATIONAL EXCELLENCE

Service Center
1819 E. Milham Ave. • Portage, MI 49002
269.250.9200 • www.kresa.org

October 22, 2020

Alex,

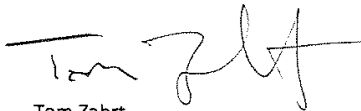
You had asked me if I would be willing to write you a reference for your company and based on the performance to date, I'd be happy to do that.

Your team has already established a great working relationship with the principals, the facilities staff, and even the instructional staff. Since your kickoff in July, we have been able to meet regularly between our facilities' manager, your team and myself to create a communications forum that we never were able to create with your predecessor. The fact that your team was able to do this in such short order, not only during normal times, but in the midst of a pandemic, speaks highly of your organization's abilities.

We value your systems approach to keeping our school buildings clean, training your staff, and scheduling the work.

In addition to all of the above, the fact that your organization has embraced our Young Adult Program and have hired several of our high-functioning young adults with moderate cognitive impairments to work as day porters during the pandemic to clean the common touch points in our buildings has been a great collaborative partnership. Seeing these "kids" open their paycheck for the first time beaming with pride has been incredibly rewarding for us and life changing for them.

Thank you again for our new found relationship. Your implementation has been excellent. We look forward to continued success together and we will certainly look at the other capabilities your team has to offer in the other services we have discussed.



Tom Zahrt

Assistant Superintendent of HR & Operations



ACADEMY OF DALLAS CHARTER SCHOOL
Dr. Shaunaisea Henderson, Principal
Academy of Dallas Charter School



OAK PARK CAMPUS
1030 Oak Park Drive
Dallas, TX 75232
(214) 371-9600-Office
(214) 371-1053 Fax

VERNON CAMPUS
2324 S. Vernon Avenue
Dallas, TX 75224
(214) 944-5544-Office
(214) 948-3964 Fax

August 1, 2020

This letter is to serve as a recommendation for RNA Facilities Management. I've had the opportunity of partnering with RNA Facilities Management. It is with confidence I recommend RNA as your primary facilities management company.

The transition into our facility was organized and efficient. Presented with a proper transition plan and communication at the highest level, our staff and students felt no drop-in service. In fact, the level of service had actually increased exponentially over the first 90 days.

We have also used RNA for special projects and school functions such as graduations, deep cleaning, and floor work, etc. They have been very reasonably priced and always perform to the level that is expected. I am happy to recommend the service of RNA Facilities Management.

If you have any questions please feel free to contact me.

Best Regards,

Phillip Jones,
Dean of Scholar & School Culture

LETTER OF REFERENCE 5



Felicia M. Venable
Executive Director
Division of Operations – Special Projects
Support Services Complex • Building C 1601 Farnsworth • Detroit, MI 48211
O (313) 578-7358 • C (313) 218-2876 • Felicia.venable@detroitk12.org
detroitk12.org

July 2019

Dear Evaluation Committee Members,

This letter is written on behalf of RNA Facilities Management (RNA) of Ann Arbor.

In 2018, RNA became one of two facility service providers to provide facilities management consisting of custodial, maintenance and engineering services for 20 of the district's 106 schools equating to slightly over 2M square feet.

I had the pleasure of onboarding RNA in the summer of 2018. It was a grueling process that entailed labor contract negotiations, hiring full teams in every discipline while making certain schools were prepared for opening day for FY2018-2019. RNA worked diligently to ensure we were successful.

I recommend RNA be allowed to make a difference within your organization by delivering what has been evident in some its assigned schools as a "fresh and systematic approach" to cleaning and commitment to maintaining schools for students. If you have questions, I can be reached at the number or email provided above.

Sincerely,

Felicia M. Venable

Felicia M. Venable
Executive Director
Division of Operations, Auxiliary Services & Special Projects

Students Rise. We all Rise

DPSCD does not discriminate based on race, color, national origin, sex, disability and/or religion
Contact Compliance for more information at (313) 240-4377 or detroitk12.org/admin/compliance.

RNA Facilities Management | Page 16



Foreign Language Immersion & Cultratl Studies School • 6501W Outer Drive • Detroit, MI 48235
Zetia.Hogan@detroitk12.org (313) 651-2400
detroitk12.org/FLICS

October, 2020

Dear Evaluation Committee Members,

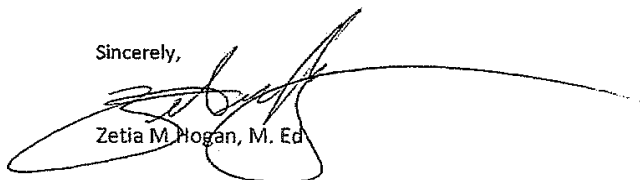
This letter is written on behalf of RNA Facilities Management (RNA) of Ann Arbor.

In 2019, I became the Principal of Foreign Language Immersion & Cultural Studies Pre- K- through 8th grade. I was pleased to partner with RNA staff as they cleaned and prepared the building for the first day of school/. They are professional and committed to cleaning and maintaining the school.

I had the pleasure of collaborating with RNA in the summer of 2019. We worked through a few glitches to ensure that the building was prepared for opening day. The RNA staff went beyond duty working seven days a week to ensure the building was ready for opening day. They are committed to providing quality service in our school community.

I recommend RNA be allowed to make a difference within your organization by delivering what has been evident in some its assigned schools as a "fresh and systematic approach" to cleaning and commitment to maintaining schools for scholars. If you have questions, I can be reached at the number or email provided above.

Sincerely,



Zetia M. Hogan, M. Ed
Principal

Students Rise. We all Rise

DPSCD does not discriminate on the basis of race, color, national origin, sex, sexual orientation, transgender identity, disability, age, religion, height, weight, citizenship, marital or family status, military status, ancestry, genetic information, or any other legally protected category, in its educational programs and activities, including employment and admissions. Questions? Concerns? Contact the Civil Rights Coordinator at (313) 240-4377 or dpscd.compliance@detroitk12.org or 3011 West Grand Boulevard, 14th Floor, Detroit MI 48202.



LETTER OF REFERENCE 7



Office of Operations
Machion Jackson, Assistant Superintendent, Operations
Fisher Building • 3011 West Grand Blvd., 14th Floor • Detroit, MI 48202
O (313) 873-6532

detroitk12.org

October 22, 2020

Dear Evaluation Committee Members,

This letter is written on behalf of RNA Facilities Management (RNA) of Ann Arbor.

In 2018, RNA became one of two facility service providers to provide facilities management consisting of custodial, maintenance and engineering services for 20 of the district's 106 schools equating to slightly over 2M square feet.

That year, my team members onboarded RNA during what proved to be a grueling process that entailed labor contract negotiations and hiring full teams in every discipline while making certain schools were prepared for opening day for FY2018-2019. RNA worked diligently to ensure the successful opening of our schools. Since that time, the company's leadership has worked to make indelible mark on the cleanliness standards in the District.

I recommend RNA be allowed to make a difference within your organization by delivering what has been evident in some its assigned schools as a "fresh and systematic approach" to cleaning and commitment to maintaining schools for students. If you have questions, I can be reached at the number or email provided above.

Thank you,

Machion Jackson, M.Ed., COD

Students Rise. We all Rise

DPSCD does not discriminate on the basis of race, color, national origin, sex, sexual orientation, transgender identity, disability, age, religion, height, weight, citizenship, marital or family status, military status, ancestry, genetic information, or any other legally protected category, in its educational programs and activities, including employment and admissions. Questions? Concerns? Contact the Civil Rights Coordinator at (313) 240-4377 or dpscd.compliance@detroitk12.org or 3011 West Grand Boulevard, 14th Floor, Detroit MI 48202.

RNA Facilities Management | Page 18



E4946 Jackson Road
Ironwood, Michigan 49938

(906) 932-4231 or (800) 682-5910
gogebic.edu

June 10, 2019

Lori Baross
RNA

Dear Lori:

I wanted to take this opportunity to thank you and your staff for the great work you have been doing. Getting the residence hall ready two days after graduation was nothing short of remarkable!

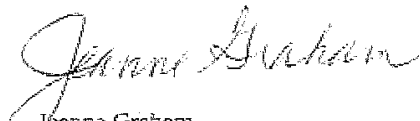
This past week, you all had the entire floor where the Open House was being held in just tip top condition! From the sparkling floors to the clean walls, we truly appreciate your hard work helping us showcase the college.

Also, the day-to-day cleaning has been going very well. Our restrooms are so clean!

I very much appreciate the fact that you are so responsive whenever I call upon you for something. You reply immediately and always, always get the job done.

Thank you very, very much!

Sincerely,


Jeanne Graham
Vice President of Student Services

Proposed Methods and Staff Continuity Plan for City of Ypsilanti

The City of Ypsilanti facilities are charged with providing residents, staff, and visitors with a safe, clean and appealing environment through effective management of human, financial and physical resources.

RNA clearly understands this vital role. This point is of critical importance to City of Ypsilanti because the success of the is dependent upon being able to meet the overall needs of each and every patron.

We have developed a reputation for Quality based on the consistency of public use environments of the municipality buildings where we provide Custodial Services. The management of City of Ypsilanti and RNA are responsible with being effective stewards of your buildings, premises, and infrastructures.

Building administrators are operating in a financially challenged environment that is changing rapidly and they are seeking companies like RNA to manage their service departments. We view custodial management as one of our core focuses with excellent prospects for growth. Therefore, we have committed the financial and managerial resources necessary at a time when some suppliers are moving away from providing sufficient corporate support. We believe the operational challenges that cities face require a specialized approach to providing direct operational support. To meet this challenge, we have dedicated a support team including your direct point of contact, Director of Operations, Vice President of Sales, Head Site Manager and Zone Account Managers who have a singular focus on the operation needs of our educational and wellness clients. This singular focus of this support team allows RNA to provide an exemplary level of expertise unmatched in the field. Our objective is to improve the cleanliness of the various sites and the relationship between the custodial services team and the City of Ypsilanti administrators. We will achieve this objective by developing an understanding of the needs of the individual City of Ypsilanti buildings and by working with the custodial employees to implement the RNA Facilities Management operating system.

We appreciate your time in reviewing our recommendations and welcome any suggestions you may have in order to improve the effectiveness of our proposed operational plan for your sites. We will focus on the following tasks:

1. *Providing the answer team and Ypsilanti admins with effective support from our specialized support team. In order to provide effective custodial services, we require both staff and management extensive, continuous on-site training (20 hours) including a broad range of methods and skills for each member of our staff.*



We have partnered with SF Strong (provider of our chemical supplies) for two additional training courses. Green Clean, which helps employees clean more efficiently by teaching proper chemical application and specific chemical cleaning techniques. The 2nd additional training course is on the dangers of cross contamination that demonstrates to our employees how to clean and sanitize more effectively. Our concept is to provide the skills and support needed to ensure accountability by our on-site team. Our Zone Account Managers will support the on-site team consistent with the implementation plan and as the needs of each one of your buildings require. Each member has our promise of personal respect and concern.

2. An account manager will be assigned to each zone to implement our program. These individuals are experienced managers who can provide effective leadership by working side by side with employees all the while thoroughly understanding the steps to maintain the premises of the facilities. We, as the service providers, will remain consistent with those specific needs.
3. The facilities will be divided into Zones, each with an account manager assigned who is responsible for providing leadership to the custodial staff assigned to each zone. In addition, the account manager will break these into smaller zones and delegate tasks to on-site managers and custodial workers who will also be appointed.
4. Our RNA Custodial Services Leadership Team will work tirelessly to exceed your expectations for the custodial services in this proposal. RNA employs a Swarm Team at all times which is a pool of highly trained, versatile, temporary replacement personnel to provide you continued service during any planned or unplanned leave of absence. This always evolving list of employees will be utilized to supplement any necessary staff of the City of Ypsilanti.
5. Quality Assurance is a high priority of RNA's and we do everything we can so that you can rest assured that everything is taken care of. We developed our own user-friendly Quality Assurance App compatible with any mobile device. Each of your buildings will be assigned a unique username and password allowing you to make instant requests via the app. Every report goes into a single database with a touch of the screen saving valuable corresponding time and allowing for quick responses.
6. RNA Facilities Management will implement your current 8 step cleaning process into our current program including our color-coded cleaning system to avoid cross contamination. This efficient program will ensure patrons health, improve customer satisfaction, employee turnover and will help maintain the overall consistency of the program.
7. We realize what a challenge it can be to provide adequate funding for maintaining all of your facilities and the competition for funding between academic programs and facilities. In response to this, RNA has worked to develop the following processes:
 - Selection and hiring process
 - RNA's complete training process
 - Reductions in travel time and waste of steps
 - Safety program that performs beyond compliance
 - Consistent quality of service
 - Cost reduction on all cleaning supplies
 - Improved employee morale, productivity and overall safety



8 Keeping lines of communication open with all staff members to facilitate an understanding of the needs of each building and the resources necessary to meet those needs.

9 Organizing each zones team so that the needs of our clients are addressed and satisfied in a timely, professional and effective manner while ensuring balanced workloads for all employees.

10. RNA Facilities Management will use brand new custodial equipment throughout each building.

11. RNA's operating system will be implemented during the initial 90 days. Will work closely with Ypsilanti officials to purchase all custodial cleaning supplies and create an efficient system of procurement and inventory during the contract period.

RNA is committed to quality performance. We welcome the opportunity to implement our programs into your facilities.

The operational plan that we are proposing for implementation is based on our assessment of Ypsilanti, the specific RFP specifications and observations during our tours along with our more than 30 years of providing custodial and maintenance service solutions for our clients. This experience we have gained through our partnerships with a plethora of government and city buildings, office complexes, hospital and school campuses which has provided us with significant insight into the operational and cultural needs of your environments.

Our operational plan is specifically designed for each of your buildings with the goal of providing a clean, safe and healthy environment for all staff and visitors. We believe in providing a clean and healthy environment as our number one priority. We work side-by-side with your maintenance department for the effective management of human, financial and physical resources to provide the solutions that put the interests of your sites first.

We have conducted a thorough review of all requirements documented in the request for proposal to determine the appropriate approach to providing service solutions for your buildings. After reviewing the plans, we have assessed the specific staffing, equipment and cleaning requirements of each building along with observations of the current cleaning levels witnessed at the time of the tours.

We have developed solutions by taking into account your locations and the proximity of each building to each other and how it relates to the ability of staff to move through these buildings quickly and efficiently while allowing the technicians to move equipment between close proximity buildings which will maximize our mutual investment in new technology and our staff time.



Our managers will be available at all times during the transition period to provide leadership for our team while we are at any of the locations of the buildings. These managers are experienced professionals who will provide effective leadership, ensuring RNA understands the specifications of the RFP and the needs of your schools. During the implementation and transition phase of the contract, RNA's janitorial staff will be regularly evaluated and adjusted as necessary to assure that we are exceeding expectations and all needs of your buildings are met. Any adjustment of staffing requirements will not result in an increase of the proposed contract price. Our plan will enable us to provide a transparent transition and allow for implementation of our programs and systems. Once a contract is awarded, RNA will work with the contract administrator and current custodial employees to finalize a mutual plan. With permission, we will begin the transition and implementation process with a pre-startup team to ensure a smooth start date.

Our start-up team will implement our staff development plan that includes the following:

- *Scheduling individual interviews including existing staff*
- *Selection and confirmation of uniforms*
- *Finalizing of job description specific to each area of each building*
- *Review of employee policies and standards along with procedures*
- *Planning of staff training sessions*
- *Implementation of task list with one on one employee training time*
- *Verification of all RNA safety and technical training programs*
- *Implementation of an employee handbook and employee recognition programs*

We believe that selection and recruitment is key to enhancing and maintaining the quality of custodial service expected at high traffic facilities such as yours. Proper training and retention of quality staff is priority. Each applicant will be interviewed with a series of questions designed to elicit behavioral responses revealing both their work ethic and previous experience.

All current custodial employees will be provided an equal opportunity to interview with RNA Facilities Management for this contract. We have found that this type of interview process reduces turnover of staff and leads to increased consistency of services provided to you.

Quality control procedures will also be implemented by our managerial staff.

RNA Facilities Management has implemented a quality assurance app available for use by our staff along with the contract administrators on all mobile devices that routes through a single database monitored by us which will be utilized during any work done at your City of Ypsilanti properties.

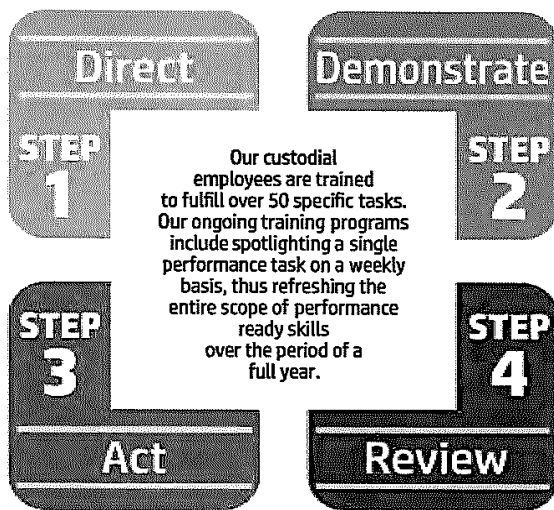


EMPLOYEE SELECTION / TRAINING

RNA FM has realized over the past nearly 3 decades that the best employees come from familiar sources, often by way of other satisfied workers. We strive to retain hard working employees by treating them fairly.

We currently base 65% of our staff recruitment efforts on a focus of community out-reach. Referred employees seem to better understand what the job entails from the start and have a tendency to stay with our company longer. Although our recruiters also actively organize and attend local job fairs and seek out candidates through various reputable agencies, online job postings are still a mainstay in our current recruitment efforts.

Our training program starts with 4 simple steps:



1. DIRECT - Verbal introduction to our extensive cleaning processes is the 1st step. Account managers guide new recruits through our written instruction program, explaining each task and the reasoning behind each method used.

Understanding the importance of each step is vital to avoiding the repercussions of attempting future shortcuts. Our custom training videos are a helpful tool at this stage of learning.

2. DEMONSTRATE - With basic instruction complete, we physically demonstrate, hands-on, the proper task techniques & sequencing in person, face-to-face. This allows us to utilize our approved methods and to visibly show what happens when our sequence is not followed.

3. ACT - Observation commences of the recruit performing each task, under direct supervision. This execution along with constructive feedback during witnessed repetitive practice ensures proper duplication on-site.

4. REVIEW - Our final step is to set timelines for a one-on-one review of individual training knowledge with each new recruit. Recap of approved procedures takes place every day for the 1st week of comprehensive training.

These reviews allow us to remain on top of the entire training process while reinforcing the possible recruit's knowledge. Most importantly it ensures RNA FM's standards are being met.

This initial wall-to-wall training program, while under the watchful eye of our Supervisors, prepares each potential employee to thrive in a client site specific environment. We have refined an all-inclusive questionnaire based on each segment of training. This serves as an indication of how well the recruit comprehended the training content and is kept in their personnel file allowing us to add on modules for ongoing training, annually. With a positive conclusion to each of these steps a recruit can then be invited to join our workforce.

New employees complete this training alongside experienced, on-site supervisors: RNA requires both Staff and Management Continuous Training (20 Hours) in these areas:

- Managing Safety Data Sheets (SDS) for Each On-Site Product
- Quality Management Training (QM) using Information ERP Solutions Software
- ADA
- Asbestos Floor Tile Care
- Auto Scrubbing
- Basic Restroom Cleaning
- Blood-borne Pathogens
- Carpet Extraction
- Carpet Spot Removal
- Carpet Vacuuming
- Ceiling / Wall Washing
- Chemical Safety
- Cleaning Standards
- Confined Spaces
- Daily Restroom Cleaning
- Damp / Wet Mopping
- Equipment Checks / Usage
- Ergonomics
- Fabric / Upholstery
- Cleaning
- Lock-Out / Tag-Out
- Procedures
- Job Preparation and Clean-Up
- Ladder Safety
- Lifting Techniques
- Stripping / Refinishing Floors
- Window Washing
- Sexual Harassment

We also have partnered with SF Strong (provider of our chemical supplies) for two additional training courses.

1. Green Clean, which helps employees clean more efficiently by teaching proper chemical application and specific chemical cleaning techniques.
2. Training on the dangers of cross contamination that demonstrates to our employees how to clean and sanitize more effectively.

BACKGROUND CHECKS

RNA fully understands the importance of hiring qualified employees who possess integrity, honesty, dedication and a great work ethic.

To achieve those goals, RNA conducts extensive background checks of an employment applicant's history, including criminal background checks, fingerprinting, mandatory drug testing, and a LiveScan criminal records check. RNA will adhere to all levels of screening listed in the Specifications and Contract for this RFP. We will ensure that all drug tests come back negative before any employee is cleared to work on this contract. In addition, RNA screens each prospective employee for the following items:

- Past employment
- Professional licenses
- Criminal records
- Education
- Workers Compensation
- Driving record
- References
- Drug Testing

The RNA turnover rate of only 8 percent is well below the industry standard. We understand the reasons for high turnover and have been able to keep our numbers extremely low by following the best practices outlined in this RFP response.

KEY HANDLING

Key handling procedures will follow the same strict guidelines and hand selected, credible personnel will be chosen with the direct and final approval of the City of Ypsilanti staff.

Facility Emergency Protocol: If an RNA employee notices any suspicious behavior on or around the client premises or have any such security concerns relating to protests or for any reason, they will lock all exterior doors to your buildings (or follow RFP protocol specified immediately followed with a prompt call to the local police department if applicable.

RNA has extensive experience managing change processes in a wide variety of businesses. As a result, we are adept in helping organizations cope and even thrive during periods of transition. We ensure a seamless and minimally disruptive transition to our Custodial Services Program using a number of successful tactics and ongoing communication throughout the transition and implementation period.

Before the official start date, an experienced team of RNA support specialists led by a dedicated Facility Services Manager primes the partnership for success by:

- Conducting a thorough inventory of equipment and establishing a database for the maintenance management system
- Recruiting staff, assessing skills and training needs, and providing orientation and initial training
- Developing and implementing an effective communication plan
- The start-up team then ensures the seamless transition of service and responsibility by implementing proven programs that establish and document safety, quality assurance, training, and maintenance management and by providing backup technical and manpower resources.

It's All About Execution

The RNA Custodial Services Program includes seven primary modules that work together to increase efficiency and ensure excellence:

- **Production Scheduling:** Optimizes employee schedules and improves time management
- **Quality Control:** Tracks areas where improvements are being made, areas that need more attention, or employees who need additional training
- **Personnel Management:** Helps to reduce costs related to labor, supplies, equipment, and overtime by reporting where and when dollars are spent according to each building or individual
- **Inventory Management:** Ensures value from supply and equipment expenditures by taking an inventory of all existing supplies and equipment and assisting in a life-cycle analysis of capital equipment
- **Program Evaluation:** Evaluates our training programs, identifies employees who lack training, and tracks training costs and other department expenses
- **Utilities:** Records all maintenance files for the computer system, covering start-up information such as shift differentials.

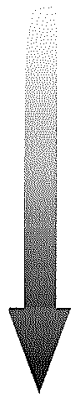
RNA also incorporates technology in the day-to-day management and support of our custodial services operations. We deploy a select CMMS system, based on scope of work and client specifications, to help us keep more efficient records and control of available resources, create customized reports, and provide Safety Data Sheets (SDSs) and applicable requirements. What's more, clients can use CMMS to access the latest information on products, equipment, work processes, and codes and regulations.

TRANSITIONING TO RNA

The key to successful project implementation begins with a successful transition plan. Our transition plan begins with a management supervised inventory of needed supplies and equipment. RNA has a unique inventory process managed by our Quality Assurance (QA Manager in conjunction with our SF Strong Efficiency Training.

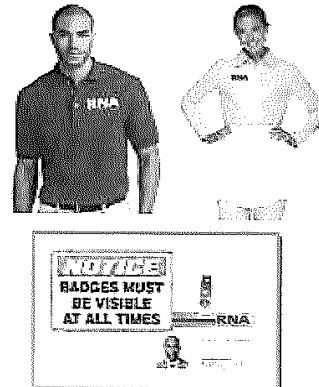
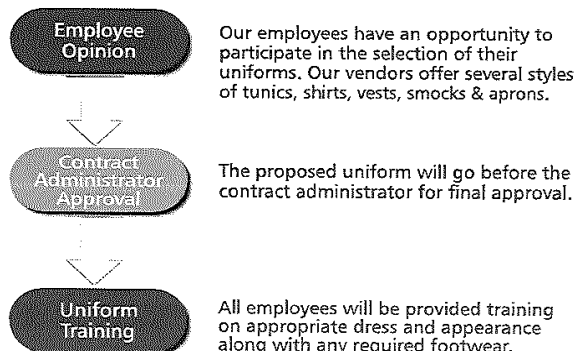
Nader Hamad, will then break down your buildings into smaller zones and assign specific tasks to be completed within the zones. This division gives each employee the best opportunity to succeed, as they are involved in the schedule, their designated areas, as well as setting up their specific QA checklist. As the designated point of contact for City of Ypsilanti, **Alex Farha** will work to guarantee your continued satisfaction both during and after the bid process.

The QA Manager will inspect our checklist weekly. They will inspect the detail weekly and monthly work thoroughly. We will submit a report within the first month of work regarding any extra services required. This will include any maintenance work, carpet cleaning and tile scrubbing.



MILESTONE	CONTRACT AWARD
Week 1 - Week 3	Interview <i>(See hiring process below)</i>
Week 4	Off-Site Chemical, Equipment, and Procedural Training
MILESTONE	CONTRACT START-UP
Week 5 - Week 6	On-Site Training
Week 7	On-Site Review
Week 8	Final Staffing Established
MILESTONE	WORK COMMENCES

We will provide uniforms for every hourly employee to wear while at all City of Ypsilanti locations.





FINANCIAL STABILITY



Bluevine Capital Inc.
401 Warren St, Suite 300
Redwood City, CA 94063
www.bluevine.com
support@bluevine.com
(888) 452 7805

November 19, 2021

Mike Farha
RNA FACILITIES MANAGEMENT
4130 Varsity Drive
Ann Arbor, MI 48108

Dear Mike,

For you and your potential vendor's records, as of November 18, 2021, RNA Facilities Management had a \$5 million receivables financing line with approximately \$4.879 million of availability.

Please feel free to let me know if you need any additional information.

Best,

A handwritten signature in dark ink, appearing to read "O. LaCour Miller", written over a horizontal line.

O. LaCour Miller
Head of Enterprise Factoring Underwriting

RNA utilizes **cloud-based time and attendance software** to assist with employee time tracking, and schedule.

This automated tool is available to each employee to easily allow access from any device while maintaining accuracy. Our supervisors find it greatly improves employee compliance, and enhances productivity on-site.

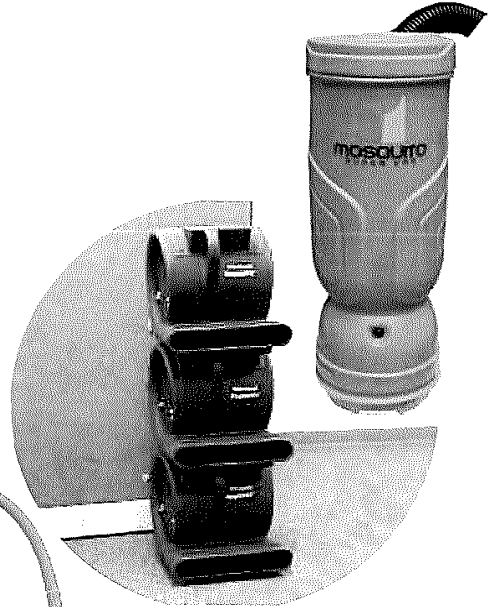
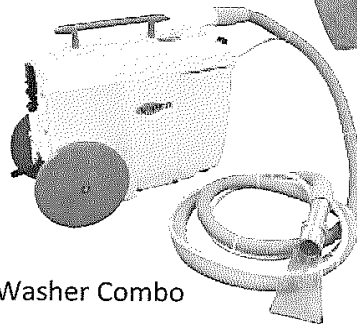
Our manual time sheet, if required, is shown below.

DAY/DATE: SAT _____ SUN _____ MON _____ TUE _____ WED _____ THU _____ FRI _____	
EMPLOYEE NAME:	Time IN:
	Lunch OUT:
	Lunch IN:
	Time OUT:
DAILY TOTALS:	
EMPLOYEE NAME:	Time IN:
	Lunch OUT:
	Lunch IN:
	Time OUT:
DAILY TOTALS:	
EMPLOYEE NAME:	Time IN:
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DAILY TOTALS:	
EMPLOYEE NAME:	Time IN:
	Lunch OUT:
	Lunch IN:
	Time OUT:
DAILY TOTALS:	

Building: _____													
Date: _____													
	<table border="1"> <tr> <td></td> <td>0%</td> <td>1%</td> <td>1.50%</td> <td>2.25%</td> <td>2.95%</td> </tr> <tr> <td>Items</td> <td>Poor</td> <td></td> <td></td> <td>Good</td> <td>Excellent</td> </tr> </table>		0%	1%	1.50%	2.25%	2.95%	Items	Poor			Good	Excellent
	0%	1%	1.50%	2.25%	2.95%								
Items	Poor			Good	Excellent								
Vacuum													
Trash													
Recycling													
I													
V													
W													
Sp.													
Sta.													
Con													
Kitch.													
Door													
Main l													
Kick Pl.													
Recept.													
Water F													
Bathroom													
Bathroom													
Bathroom													
Dispensers													
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Stainless Steel													
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Stainless Steel :													
Bathrooms - Kic													
Ceiling Air Vents													
Chairs													
Walls													
Trash Can Lids													
Cleaning Closets													
Main Floors													

RNA FACILITIES MANAGEMENT Client Daily Task List																																																																																																																																																																								
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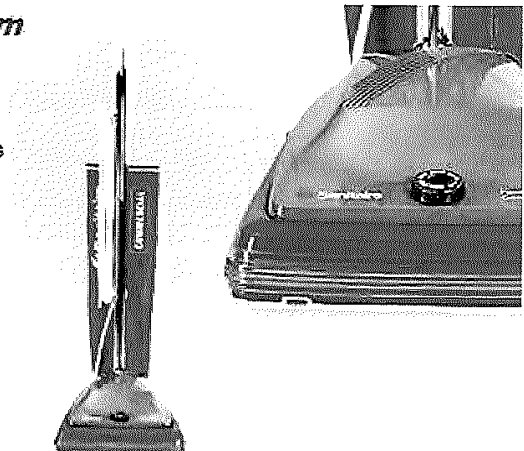
Minuteman E20 Walk Behind Floor Scrubbers
Viper As710r 28" Rider Scrubbers
Sanitair SC684 Comercial Vacuums Mosquito 10
Qt. Back Pack Vacuums
Viper Wolf Carpet Spotter
44 Gal Trash Barrel / Gondola
Janitorial Carts
Divided Mop Buckets
Mop Sticks
Micro Fiber DustersMicro Fiber Rags
Micro Fiber Mops
Spray Bottles
Commercial Toilet Brushes
Brooms
Wet Floor Signs
Lobby Dustpan
Ettore Visa-Versa Squeegee/Strip Washer Combo
Dust Mops
Air Movers

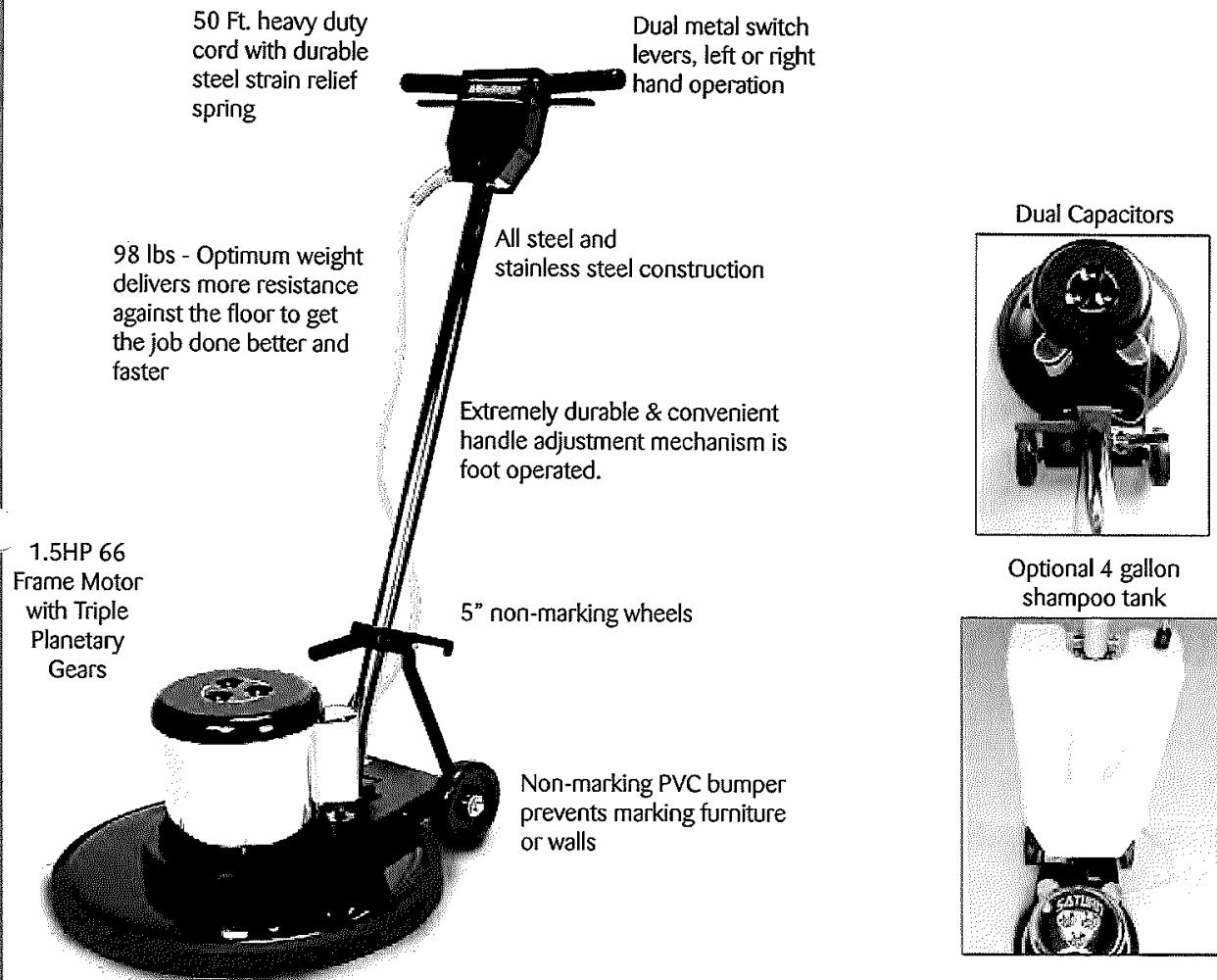


Please see specification sheets on following pgs.

Commercial Heavy Duty Upright Vacuum
The Most Popular seller in all commercial upright vacuums!

- ✧ 7 Amp shows the true power of commercial Vacuums
- ✧ Deep cleans the carpet floor
- ✧ Very Heavy Duty and Durable
- ✧ Easily Inter-Changeable parts
- ✧ Shake out bag system or Zipper bag
- ✧ Keeps carpet looking clean and beautiful
- ✧ Leaves trace marks behind
- ✧ Can be used EVERYDAY!





"Single speed unit shown here"

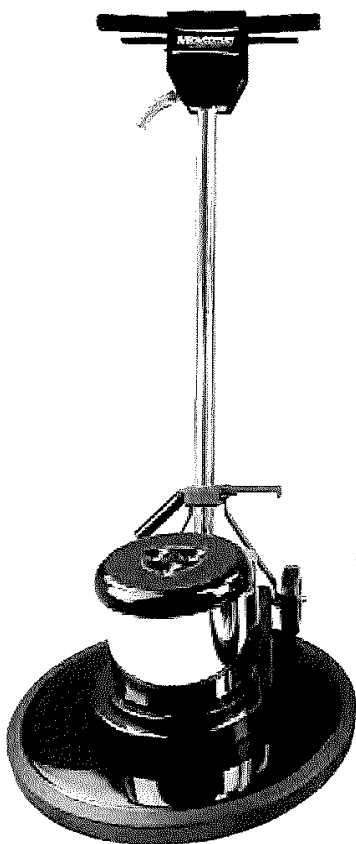
POWERFUL • DURABLE • RELIABLE

FRONTRUNNER SERIES

LOW SPEED & DUAL SPEED FLOOR MACHINES

RNA Facilities Management | Page 32

Frontrunner Series Features & Specifications



"Single speed unit shown here"



Specifications:

	Frontrunner 17	Frontrunner 20	Frontrunner DS
Head Size	17" Head	20" Head	20" Head
Head Speed	175 RPM	175 RPM	180/320 RPM
Motor	1.5 HP 66 frame Motor	1.5 HP 66 frame Motor	1.5 HP 66 frame Motor
Gears	Triple planetary steel gears	Triple planetary steel gears	Triple planetary steel gears
Weight	95 lbs.	98 lbs.	92 lbs.
Brush Cover	Black Powder Coated	Black Powder Coated	Black Powder Coated
Shipping Weight	112 lbs.	115 lbs.	112 lbs.
Handle	Anti-fatigue Handle Grips	Anti-fatigue Handle Grips	Anti-fatigue Handle Grips
Power Cord	50'	50'	50'
Amperage Draw	14.4 Amps	14.4 Amps	14.4 Amps
Shipping Dimensions	48"H x 26.5"L x 23"W	48"H x 26.5"L x 23"W	48"H x 26.5"L x 23"W
Warranty	2 Year	2 Year	2 Year



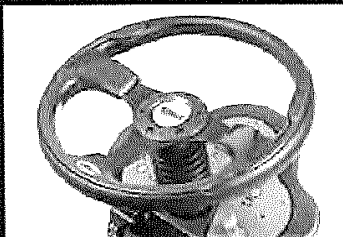
Minuteman is a full line manufacturer of sweepers and scrubbers; as well as critical filter vacuums, industrial and commercial vacuums, floor and carpet machines, and litter vacuums for commercial and institutional facilities, whereas PowerBoss is a full line manufacturer of sweepers and scrubbers for industrial facilities.

AS710R™

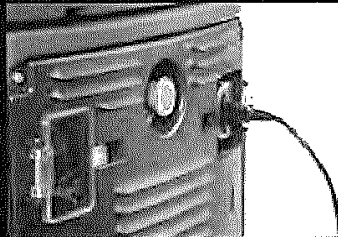
Rider Scrubber

Reliable, simple and powerful

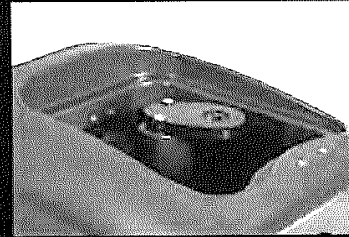
www.usviper.com



Ease to use, one touch scrubbing and simple dash layout.

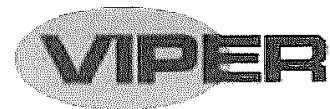


Maintenance-free AGM batteries and on-board charger standard.



Large recovery tank opening for easy clean out.

PART OF THE NILFISK GROUP



RNA Facilities Management | Page 34

AS710R™

Rider Scrubber

Simple

- Ease to use, one touch scrubbing and simple dash layout
- Four solution flow rates for a variety of applications
- Large recovery tank opening for easy clean out
- Maintenance-free AGM batteries and onboard charger standard

Rugged

- Squeegee and scrub deck lower mechanically
- Standard front bumper protects machine on impact
- Integrated squeegee hanging system for easy transport in tight areas

Affordable

- Ideal "first rider" for daily cleaning in a facility
- 28 inch cleaning path
- 26 gallon tanks
- Comes with 2 pad holders and 2 poly brushes
- Cleans most flooring types: VCT, concrete, and tile

Technical Specifications

Description	AS710R™
Solution Tank	26 gal (98 L)
Recovery Tank	26 gal (98 L)
Brush/Pad Diameter	14 in (355 mm)
Brush/Pad Pressure	77 lb (35 kg)
Squeegee Width	37 in (940 mm)
Sound Pressure Level	69 dB A
Brush Speed	204 rpm
Brush Motor	2 x 300 W
Vacuum Motor 3 Stages	500 W
Max Speed	3.7 mph (6 km/h)
Cleaning Width	28 in (710 mm)
Battery Type	6 V 245 Ah AGM (4 pcs)
Battery Compartment Size	13.2 in x 19 in x 11.8 in (336 mm x 482 mm x 300 mm)
Net Weight (Empty Tanks, with Batteries)	771.6 lb (350 kg)
Max Loading Weight	959 lb (435 kg)
Packaging Size	68.11 in x 31.89 in x 55.5 in (1,730 mm x 810 mm x 1,410 mm)
Dimensions (L x W x H)	62.2 in x 29.9 in x 48.4 in (1,580 mm x 760 mm x 1,230 mm)
Model Number	50000318

Specifications are subject to change without notice.



9435 Winnetka Avenue North
Brooklyn Park, MN 55445
Phone: 800.989.2235
Fax: 800.989.6566

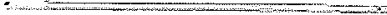
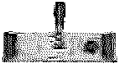
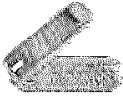
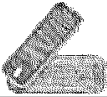
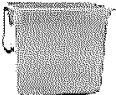
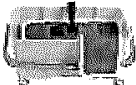
240 Superior Boulevard
Mississauga, Ontario, Canada L5T 2L2
Phone: 800.668.8400
Fax: 800.263.5111

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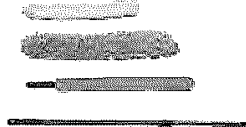
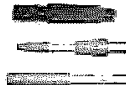
Floor Cleaning Tools

	NFTH40ALEA	Durable, adjustable aluminum telescopic handle for mopping; 60"
	NFTF18BLEA	Tab frame with swivel, collapsible for touch-free operation; 16" x 5"
	NFTM18BLEA	Blue Tab Mop; 18" (Also available in Green, Yellow and Red)
	NFPF18EA	Pocket Frame for touch-free operation; 16"x5"
	NFPM18BLEA	Blue Pocket Mop for general cleaning; 18" (Also available in green, yellow and red for specialized cleaning)
	NFJH40YLEA	Jaw clamp handle for NuFiber tube mops; 60"
	NFSMBLEA	NuFiber large blue tube mop (Available in various colors and sizes to meet any needs)
	NFDB05GYEA	Divided Bucket with down press wringer
	NFDBT2GYEA	Large capacity double bucket for mopping large areas
	NFSB06BLEA	Pretreat Bucket for pocket mops and pads
	NFMB02BLEA	Chemical Mixing Bucket to properly measure solution for pretreatment
	NFFLFINKIT	Yellow Bucket with lid and tamp tray, 18" pocket frame, telehandle and six each white microfiber pocket mops

Above-Floor Cleaning Tools

	NFTH40ALEA	Durable, adjustable aluminum telescopic handle for mopping and wall washing; 60"
	NFWW08BLEA	Wall wash frame with swivel, for NuFiber pads
	NFHT08BLEA	Hand trowel with handle for NuFiber pads
	NFPD10BLEA	NuFiber pad for hand trowel to clean desks, white boards and smart boards, and for wall wash heads; 10", Available in Blue or White
	NFSB03BLEA	Mini Sealed Bucket for pretreating pads and mops
	NFCL16BUEA	Blue NuFiber cloth for general purpose cleaning; 16" x 16", (Also available in green, yellow and red for specialized cleaning needs)
	NFCL16BLEA	NuFiber Glass Cleaning Cloth for reflective surfaces; 16"x16"

Tools for Dusting

	NFDUSTKIT	High Duster Kit with flex frame, extension handle, NuFiber duster sleeve and NuFiber chenille sleeve
	NFXTADEA	Adapter for 18' High Duster pole extension
	NFTH18ALEA	High Duster 18' High Duster pole extension
	NFDMHANDEA	Clip-on Dust Mop handle
	NFDM18BLEA	18" Dust Mop with blue backing
	NFDM24RDEA	24" Dust Mop with red backing
	NFDM36GREA	36" Dust Mop with green backing
	NFDM48YLEA	48" Dust Mop with yellow backing
	NFDM60BLEA	60" Dust Mop with blue backing
	NFDM72RDEA	72" Dust Mop with red backing
	NFDMFR18EA	18" Dust Mop frame
	NFDMFR24EA	24" Dust Mop frame
	NFDMFR36EA	36" Dust Mop frame
	NFDMFR48EA	48" Dust Mop frame
	NFDMFR60EA	60" Dust Mop frame
	NFDMFR72EA	72" Dust Mop frame

Is your current cleaning contract just words on paper?

How do you know if your facility is clean?

Are the services in your contract being delivered?

Are you getting good value for the price you're paying?

You can't know unless you have **proof**. We don't just promise quality. We **prove** it.

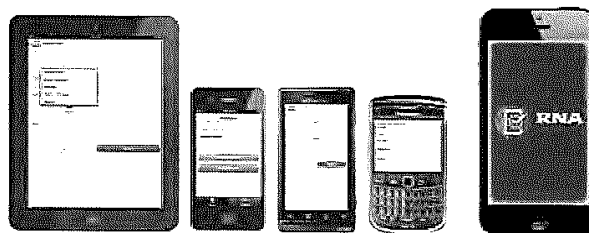
Proof using RNA:

Monitor the quality of our service in real-time as inspections are performed.

- ✓ Photos and GPS are included for additional verification
- ✓ Easily submit requests and complaints online
- ✓ Everything is documented, easily accessible, and you have a complete audit trail for future reference

Benefits to you:

- ✓ Receive our outstanding customer service
- ✓ Consistently improved cleanliness in your facility
- ✓ State of the art reports
- ✓ Free access to all our clients



Real-time inspections ensure transparency and accountability

Easily report issues and track our corrective action.

Submit a ticket

Location:

Category:

Subject:

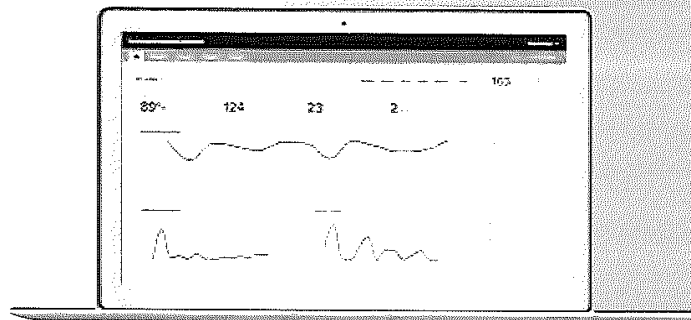
Message:

Priority:

- You can report issues by email or directly into OrangeQC
- Our team is instantly notified and management is informed
- Our follow-up action is logged and you are notified when the issue has been resolved

RNA
FACILITIES MANAGEMENT

Reports quantify our performance and the effectiveness of our service



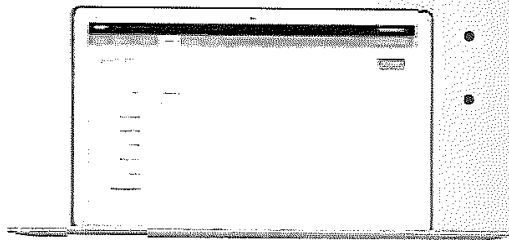
RNA
FACILITIES MANAGEMENT

Our quality control program puts YOU in control

- Know that services are completed as required
- Easily report issues and ensure that they are resolved
- All communication and inspections are logged



Getting started is easy...



- Nothing to install
- You'll receive a username and password for logging in with your web browser
- Instantly access the program from anywhere, anytime
- All data is secure and encrypted



We are committed to providing outstanding customer service.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan (CLW) 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481		CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): 727 449-1267 E-MAIL ADDRESS: clcerts@bouchardinsurance.com															
INSURED RNA Facilities Management 4130 Varsity Rd, Ste A Ann Arbor, MI 48108-3320		INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Landmark American Ins Co</td> <td>33138</td> </tr> <tr> <td>INSURER B: Burlington Insurance Co</td> <td>23620</td> </tr> <tr> <td>INSURER C: Berkshire Hathaway Homestate Ins Co</td> <td>20044</td> </tr> <tr> <td>INSURER D: Ohio Security Insurance Co</td> <td>24082</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A: Landmark American Ins Co	33138	INSURER B: Burlington Insurance Co	23620	INSURER C: Berkshire Hathaway Homestate Ins Co	20044	INSURER D: Ohio Security Insurance Co	24082	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	LHA112766	12/21/2020	12/21/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	62431245BAS1Q8	12/21/2020	12/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			387BE00318	12/21/2020	12/21/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RNWC125372	12/21/2020	12/21/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John J. Bouchard

**ATTACHMENT A
PROPOSERS INFORMATION/COST PROPOSAL FORM**

Owner: City of Ypsilanti Department of Public Service
1 South Huron
Ypsilanti, MI 48197

Firm Name: RNA Facilities Management
(herein called "Bidder")

* a corporation organized and existing laws of the State of Michigan

* a partnership consisting of _____

* an individual trading as _____

To: City Clerk
City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

Pursuant to and in compliance with the Specifications for Janitorial Services and all Addenda as prepared by the Owner, we the undersigned, propose to furnish all labor, materials, equipment, and all things necessary to perform all the work associated with:

Janitorial Services for City Buildings

The undersigned as bidder declares that he/she has familiarized himself with the locations of the proposed work and the conditions under which it must be performed, as well as the specifications which the undersigned acknowledges that he understands and accepts as adequate.

City Hall per month cost:

\$1,293.⁰⁰
(use numbers)

One Thousand Two Hundred Ninety Three and 00/100 Dollars
(use words)

Ypsilanti Police Station per month cost:

\$1,339.⁰⁰
(use numbers)

One Thousand Three Hundred Thirty Nine and 00/100 Dollars
(use words)

DPS Office per month cost:

\$492.⁰⁰
(use numbers)

Four Hundred Ninety Two and 00/100 Dollars
(use words)

Parkridge Community Center

\$980.⁰⁰
(use numbers)

Nine Hundred Eighty and 00/100 Dollars
(use words)

Ypsilanti Freighthouse

\$598.⁰⁰
(use numbers)

Five Hundred Ninety Eight and 00/100 Dollars
(use words)

Total Monthly Costs for All City Buildings:

\$4,702.⁰⁰
(use numbers)

Four Thousand Seven Hundred Two and 00/100 Dollars
(use words)

By: Mike Farha
(signature)

Name: Mike Farha
(print)

Title: Chief Operating Officer
(print)

Date: November 19, 2021



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: December 7, 2021
SUBJECT: Resolution to authorize an agreement between the City of Ypsilanti and Recycle Ann Arbor for use of the Ann Arbor Material Recovery Facility.

DESCRIPTION:

Resolution to authorize an agreement between the City of Ypsilanti and Recycle Ann Arbor for use of the Ann Arbor Material Recovery Facility.

SUMMARY:

In October of 2021 Recycle Ann Arbor reopened the Ann Arbor Material Recovery Facility (MRF) which is owned by the City of Ann Arbor. Recycle Ann Arbor recently reached out to City staff to see if the City was interested in taking our collected recyclables to the Ann Arbor MRF and submitted proposed pricing for the city to consider. In this summary staff will consider the impacts of this on the recycling program and the financial impact.

Recycling Program Impacts:

The main impact the change would have is that we would be able to recycle glass in our curbside program again as Recycle Ann Arbor accepts glass bottles and jars. In addition to this the MRF also allows for aseptic containers in the curbside program. Based on discussions and a presentation by Recycle Ann Arbor staff we are confident about their commitment to ensuring that the materials are properly recycled.

Financial Impacts:

The Recycle Ann Arbor MRF is located near Ellsworth and Platt Road in Pittsfield Township. This location is significantly closer than the WWRA MRF which is located in Chelsea. Due to this there is an opportunity for cost savings due to the decreased distance.

Below is a cost comparison between the City utilizing the two material recovery facilities. In this analysis we primarily look at labor, fuel, and vehicle rental costs for the savings of having a shorter trip to the MRF in Ann Arbor.

Material Recovery Facility Comparison		
	WWRA	A2 MRF
Cost/Ton	\$45.00	\$55.00
Distance (Miles 2 Way)	57.2	14
Time (Hours 2 Way)	1.1	0.533333333
Labor Costs/Trip	\$19.80	\$9.60
Labor Costs/Year	\$4,118.40	\$1,996.80
Disposal Costs/Year	\$27,450.00	\$33,550.00
Fuel Costs/Trip	\$9.65	\$2.36
Fuel Costs/Year	\$2,007.72	\$491.40
Vehicle Rental Cost/Hour	\$27.33	\$27.33
Vehicle Rental Cost/Trip	\$30.06	\$14.58
Vehicle Rental Cost/Year	\$6,253.10	\$3,031.81
GHG Emissions (Tons/Year)	16.64	4.368
Transportation & Labor Costs/Year	\$12,379.22	\$5,520.01
MRF Costs/Year	\$27,450.00	\$33,550.00
Savings from Contract Reductions with RAA (Roll Off Value)		
Total Costs/Year	\$39,829.22	\$39,070.01
Assumptions:		
Avg Number of Tons Recycled Per Year	610	
Number of Trips per week	4	
Number of Trips per year	208	
Avg Hourly Rate of Employee	\$18.00	
Miles per gallon for Environmental Trucks	8	
Cost per gallon of diesel	\$1.35	

Based on this analysis there is the opportunity for savings by utilizing the Ann Arbor MRF. Please note that the savings mentioned above may relate to efficiency related savings rather than direct budgetary savings.

RECOMMENDED ACTION:

Staff recommends City Council approve the agreement between the City of Ypsilanti and Recycle Ann Arbor to have Recycle Ann Arbor provide processing and materials marketing services for the City and to authorize the City Manager to sign the contract documents and any change orders, subject to approval by the City Attorney, to complete the authorization of this contract.

ATTACHMENTS: Proposed contract

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-264
December 7, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Recycle Ann Arbor has proposed an agreement to provide processing and marketing services for the City; and,

WHEREAS, the location of their materials recovery facility is closer than the current material recovery facilities creating efficiencies and cost savings for the city; and,

WHEREAS, it is anticipated the utilization of the Recycle Ann Arbor materials recovery facility will have a positive impact on the City's recycling program by allowing the city to collect glass in our curbside collection program;

NOW THEREFORE BE IT RESOLVED THAT that the City Council of the City of Ypsilanti approve the agreement between the City of Ypsilanti and Recycle Ann Arbor to have Recycle Ann Arbor provide processing and materials marketing services for the City and to authorize the City Manager to sign the contract documents and any change orders, subject to approval by the City Attorney, to complete the authorization of this contract.

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 7 day of December 2021

#Resolution No. 2021-264

RECYCLABLE PROCESSING AND MARKETING AGREEMENT CITY OF YPSILANTI AND RECYCLE ANN ARBOR

This Agreement (Agreement) is entered into as of _____, 2021 by and between the City of Ypsilanti, Michigan (City), whose address is 1 South Huron Street, Ypsilanti, Michigan, 48197 and Recycle Ann Arbor (RAA) whose address is 4150 Platt Road, Ann Arbor, Michigan, 48108.

Whereas, the City has recyclables that require processing and marketing from Recycle Ann Arbor's materials recovery facility (MRF) located at 4150 Platt Road, Ann Arbor, Michigan,

Whereas, RAA has agreed to provide processing and marketing services for the City under the terms and conditions in this Agreement:

Now, therefore, in consideration of the premises and materials promises set forth below the parties agree as follows:

1. Agreement. RAA agrees to provide processing and materials marketing (Services) as requested by the City. The City agrees to deliver all recyclables collected by the City or its contractors to the Ann Arbor MRF. If for some reason RAA is not able to process the City's material at the Ann Arbor MRF, it is obligated to provide alternate transportation and processing services to the City at no additional charge, unless this incapacity is due to force majeure.
2. Term. The term of this agreement shall commence on January 1, 2022 and shall remain in effect for one year, with an automatic annual renewal for up to two additional years, unless amended by mutual agreement of the parties or terminated by one of the parties, all of which is to be confirmed in writing no later than October 1 of the then current operating year.
3. Price. RAA shall be paid \$55 by the City for each ton delivered to the MRF during year one of the agreement, with a 3% annual escalator in subsequent years.
4. Revenue Share. The City will not be paid a per ton revenue share for the value of materials delivered.
5. Monthly Invoice. RAA will submit a monthly invoice to the City for services rendered by the 15th of each succeeding month.
6. Payment. The City will make payment to RAA within thirty (30) days following the receipt of invoices by RAA.

7. Hours of Operation. Hours of operation at the MRF will be Monday through Friday, 8:00 a.m. to 3:00 p.m. Following major holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas) the MRF will be open the following Saturday.
8. MRF Scale. The certified truck scale located at the MRF will be the scale of record and will be used for weighing inbound recyclables delivered by the City. City staff should bypass the City of Ann Arbor scale at the entrance to the Wheeler Center off of Platt Road and proceed directly to the MRF scale. If the MRF scale is not operating properly or is otherwise shut down for maintenance, repairs or other reasons during operating hours, the City will be authorized to use the City of Ann Arbor Public Works Scale, located at the entrance off of Platt Road, until the MRF scale is once again operational
9. Acceptable Materials. Please see Exhibit A—Acceptable Recyclable Materials.
10. Non-Acceptable Materials. Please see Exhibit B—Non-Acceptable Materials. Some loads from the City may inadvertently contain non-acceptable materials and excluded materials. However, the percentage of non-acceptable and excluded materials cannot exceed fifteen percent (15%) of recyclable materials delivered to the MRF.
11. Excluded Materials. Please see Exhibit C—Excluded Materials. Upon inspection, any partial or full rejected or excluded loads delivered that are rejected will be recorded with collection vehicle information including date, time vehicle number and material description. RAA may take photos of any rejected or excluded load to verify the presence of rejected or excluded material when the loads, in whole or part, are determined to be rejected or excluded material.

RAA will be compensated by the City for labor, equipment and material costs for loading, clean-up, alternate disposal and other materials management costs for partial or full rejected or excluded loads at a supplemental cost of \$75/ton. In the event of harmful or toxic material that require extraordinary effort to remediate, RAA will keep a record of all related costs and will bill the City for the cost of such clean-up.
12. Safety Rules. The City will comply will all RAA-required on-site safety protocols.
13. Compliance with Laws. The City understand that there may be applicable City of Ann Arbor ordinances that may apply to this agreement. The City will comply with all applicable City ordinances regarding operation of commercial vehicles, including, without limitation, any J-brake or anti-idle requirements. The City will

and RAA will comply with all federal, state and local laws, rules, regulations, including without limitation, the nondiscrimination provisions of Michigan Compiled Laws 37.2209.

14. Insurance. The City shall maintain for the duration of this agreement such insurance policies as it will to protect itself and RAA from all claims of bodily injuries, death or property damage which may arise out of this agreement. RAA likewise agrees to maintain such insurance policies as required by the City to provide the listed services under this agreement.
15. Force Majeure. Except as provided below, neither party shall be deemed to be in default or otherwise responsible for any delays or failures in performance due to acts of God, acts of war, terrorism or civil disturbance, insurrection, rebellions, sabotage, acts of a public enemy, epidemic, quarantine restrictions, pandemic, governmental action or inaction, fire, storm, flood, earthquake, labor shortage, labor disputes or strike, unavailability of power, transportation embargo, physical or economic disruption of product markets, or other causes beyond the party's reasonable control. An act of Force Majeure shall be a temporary impossibility to perform and suspends the party's duty to perform while the impossibility or impracticality exists but does not discharge its duty to prevent it from arising unless its performance after the cessation of the impossibility would be materially more burdensome than if there had been no impossibility. The provisions of this section shall not apply to the failure of a party to pay any monetary amounts when due under this agreement.
16. Default. Default will occur if either party is unable or unwilling to perform the duties assigned to it under this agreement for five consecutive operating days or more, outside of the provisions of force majeure. Both parties agree to work with the other in resolving any issues regarding one another's obligations under this agreement. If the issue is not able to be resolved, the aggrieved party shall send a notice of default to the other in writing, terminating the agreement and providing the reason(s) for such termination.
17. Amendments. This agreement may only be amended, modified, altered or changed in writing, signed by the appropriate representatives of the City and RAA.
18. Choice of Law and Forum. This agreement will be governed and controlled in all aspects by the laws of the State of Michigan. The parties submit to the jurisdiction and venues of Washtenaw County, State of Michigan.

19. Primary and Secondary Points of Contact

City of Ypsilanti Primary Point of Contact
Ron Akers
734-
rakers@cityofypsilanti.com

City of Ypsilanti Secondary Point of Contact

Frances McMullan
734-
fmcullan@cityofypsilanti.com

Recycle Ann Arbor Primary Point of Contact

Curt Curavo
248-752-1013
curt@recycleannarbor.org

Recycle Ann Arbor Secondary Point of Contact
Stevan Pratt
734-707-3443

20. Notices. Any notice required or permitted to be given under this Agreement shall be in writing, shall be deemed duly given if delivered in person, telecopies or deposited in the United States mail, first class, certified or registered mail, postage prepaid, return receipt requested. All notices delivered to RAA shall be addressed to Sean Adams, Director of Operations. All notices delivered to the City shall be addressed to Ron Akers. Any notice shall be deemed given when received by the party to whom it was so delivered, transmitted or mailed. Both parties will acknowledge in writing the receipt of any notice delivered in person.

21. Effective Date. This agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

RECYCLE ANN ARBOR

CITY OF YPSILANTI

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

ypsimrfagreement.dec21

EXHIBIT A
ACCEPTABLE RECYCLABLE MATERIALS ANN ARBOR MRF

Paper

Uncoated White

Office Paper

Printing and Writing

Colored

Newspaper

Magazines and Catalogs

Phonebooks

Junk Mail

Paperboard

Tissue Boxes

Paper Towel and Toilet Paper Rolls

Cardboard (OCC)

Brown or Kraft Paper

Rinsed and Empty Paper Cartons/Gabled Containers

Rinsed and Empty Aseptic Juice Boxes (no straws)

Plastics

Clean and Rinsed Bottles, Jars and Containers

PET (#1)

HDPE Clear and Colored (#2)

PP (#5)

Glass

Clean and Rinsed Bottles and Jars of Any Color

Metal

Aluminum, Tin and Steel

Beverage and Product Containers

Clean and Dry Foil

exhibitamrf.dec21

Exhibit B - Non-Acceptable Materials

No bagged recyclables. The following items are considered Non-Recyclable but is not inclusive of all Non-recyclable Materials; which includes anything that is not an Accepted Recyclable Material as defined in Exhibit A:

Paper	Plastic	Metal	Glass
Shredded Paper	Plastic Bags & Plastic Film	All metal not listed as acceptable Recyclable Materials	All glass with the exception of that listed in Exhibit B
Containers coated with wax, plastic or other materials	All Plastic not listed as acceptable Recyclable Materials	Aerosol cans that are under pressure or partly filled	Drinking glasses, crystal or tableware
Wallpaper	Multi-layered juice pouches or other flexible packaging		Mirrors
Material with excess grease	Plastic from electronics		Non-container glass
Material with excess food residue, other organic material, or moisture	Plastic marked as biodegradable or compostable		Light bulbs
			Windows

Exhibit C - Excluded Materials

Excluded Materials include any material that contains medical, organic, food, hazardous, poisonous, dangerous, radioactive or toxic waste and other harmful substances or liquids.

Additional examples of prohibited items are:

- a) Sharps and Needles
- b) Batteries
- c) Radioactive materials
- d) Hazardous materials
- e) Corrosives
- f) Medical waste
- g) Pesticides, poisons, bio hazards
- h) Compressed gas cylinders
- i) Refrigerants
- j) PCB containing capacitors, transformers, ballast
- k) Asbestos
- l) Materials that may be damaging to equipment
- m) Materials containing information protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances (i.e. Confidential Information)
- n) Wax
- o) Electronics
- p) Large items such as tires, appliances, roofing materials
- q) Wood
- r) Ceramics
- s) Food Waste or other items that can otherwise be composted
- t) Rock, dirt, asphalt, concrete



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: December 7, 2021
SUBJECT: Natural Resource Trust Fund Grant Acceptance

DESCRIPTION:

Natural Resource Trust Fund Grant Acceptance

SUMMARY:

The City has been awarded a grant in the amount of \$300,000 from the Michigan Department of Natural Resources Trust Fund Grant program for the I-94 Huron Pathway pedestrian crossing project. They require that we formally accept this grant.

RECOMMENDED ACTION: Approval

ATTACHMENTS: AGREEMENT

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-265
December 7, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The City of Ypsilanti, Michigan, does hereby accept the terms of the project agreement for **TF20-0162, Huron Pathway** as received from the Michigan Department of Natural Resources (DEPARTMENT), and that the City of Ypsilanti does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide local match funds totaling **two million seven hundred thousand (\$2,732,500)** dollars to match the grant authorized by the DEPARTMENT.

WHEREAS, the applicant commits \$120,000 of said local match from its own resources and additional confirmed funds from the following sources:

- Transportation Alternatives Program, \$2,242,500
 - WATS Federal Aid \$125,000
 - MDOT Match for Federal Aid: \$25,000
 - Washtenaw County Parks and Recreation: \$100,000
 - Charter Township of Ypsilanti: \$120,000
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
 3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
 4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
 5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

OFFERED BY: _____

SECONDED BY: _____

#Resolution No. 2021-265

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
7 day of December 2021

#Resolution No. 2021-265



Michigan Department of Natural Resources - Grants Management

Michigan Natural Resources Trust Fund Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between **City of Ypsilanti** in the county of **Washtenaw County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **9 of 2021**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: I-94 Non-motorized Crossing at Huron Street Overpass Project #: TF20-0162

Grant Amount: \$300,000.00 11% PROJECT TOTAL: \$2,940,200.00

Match Amount: \$2,640,200.00 89%

Start Date: Date of Execution by DEPARTMENT End Date: 05/31/2023

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 07/06/2021 or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

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

GRANTEE

SIGNED _____

By [Print Name]: _____

Title: _____

Organization: _____

DUNS Number

SIGMA Vendor Number

SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED _____

By: _____

Grants Section Manager

Date of Execution by DEPARTMENT

TF20-0162

Page 1 of 8

PR1915 (Rev. 06/10/2020)

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF20-0162** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **05/07/2021** through **05/31/2023**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.

Pedestrian Overpass Walkway

6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Eleven percent (11%) of Two Million Nine Hundred and Forty Thousand Two Hundred dollars (\$2,940,200.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand dollars (\$300,000.00)**.
 - b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Eleven percent (11%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.

- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Two Million Six Hundred and Forty Thousand Two Hundred dollars (\$2,640,200.00)** in local match. This sum represents **Eighty-Nine percent (89%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential

- membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2021** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 08/31/2023**. If the GRANTEE fails to submit a complete final request for reimbursement by **08/31/2023**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
- Received an exemption from the DEPARTMENT before the execution of this Agreement, and
 - Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
- The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
- The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural

- Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program ; and/or
- d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement .
31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor , manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution , a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

COUNTY OF _____) ss

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: December 7, 2021
SUBJECT: Request from Washtenaw Community College to replace the
freestanding sign at Parkridge Community Center.

DESCRIPTION:

Request from Washtenaw Community College to replace the freestanding sign at Parkridge Community Center.

SUMMARY:

Staff from Washtenaw Community College has reached out to City staff to discuss the replacement of the existing freestanding sign at Parkridge Community Center, and they are interested in applying for a building permit to do so. To do this City Council will need to authorize the improvement for this City owned building.

RECOMMENDED ACTION:

Staff recommends City Council authorize Washtenaw Community College to replace the freestanding sign at Parkridge Community Center.

ATTACHMENTS: Current Sign Image, Drawing of New Sign

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2021-266

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Washtenaw Community College wishes to replace the freestanding sign at Parkridge Community Center; and,

WHEREAS, it is in the City's best interest to ensure that periodic improvements are made to the facility;

NOW THEREFORE BE IT RESOLVED THAT that the City Council of the City of Ypsilanti authorizes Washtenaw Community College to replace the freestanding sign at Parkridge Community Center.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

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

#Resolution No. 2021-266

790 Harriet St

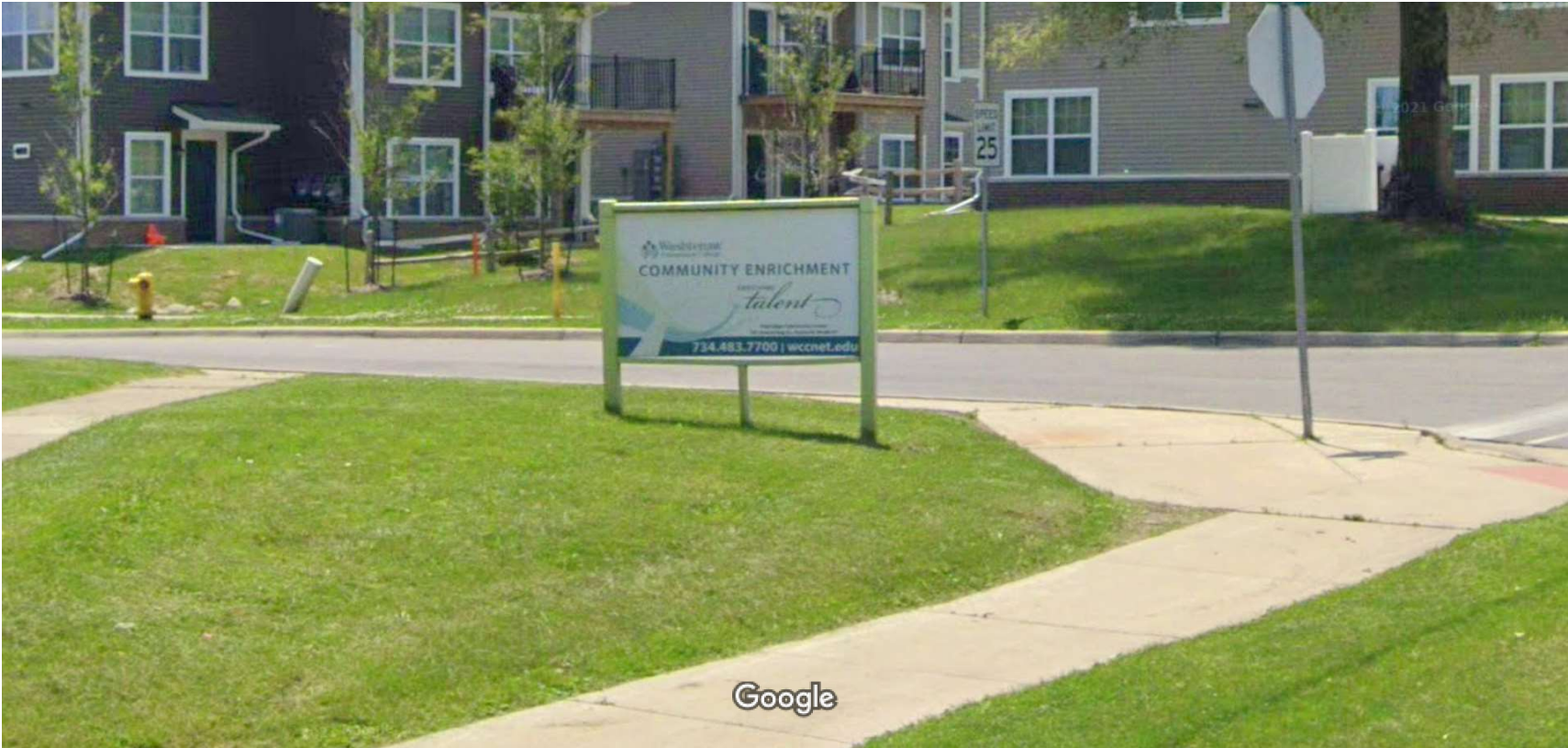


Image capture: Jun 2019 © 2021 Google

Ypsilanti, Michigan
Google
Street View - Jun 2019









City of Ypsilanti Building Department

One South Huron, Ypsilanti, MI 48197
Phone (734) 482-1025 ♦ Fax (734) 483-7444
www.cityofypsilanti.com

SIGN PERMIT APPLICATION

Office Use Only:

Receipt: _____

Method: _____

Business Information	Business Name		Business Address		Business Phone #								
	Owner Name		Owner Address		Owner Phone #								
	Owner Signature (Alternately, a signed contract may be attached)												
Applicant Information	Contractor Name		Contractor Address		Phone #								
Sign Information	Location(s)		☐ Permanent ☐ Temporary		Historic District ☐ Y ☐ N Zoning								
	Type of Sign(s) ☐ Billboard ☐ Building mounted - permanent (awning, projecting, wall, etc.) ☐ Building mounted - temporary (awning, projecting, wall, etc.) ☐ Freestanding - permanent (pole or monument) ☐ Freestanding - temporary (pole or monument)				☐ Inflatable (freestanding, temporary) ☐ Illuminated sign* * Electrical permit required (additional fee) ☐ Other (specify) _____								
	Dimensions Sign 1 _____ x _____ = _____ sq ft Sign 2 _____ x _____ = _____ sq ft Sign 3 _____ x _____ = _____ sq ft Total Square Footage: _____												
	Height (from grade) _____												
	Weight _____												
	Material(s) _____												
All non-residential permit applications must include a Master Sign Plan showing the dimensions, location, and lighting of all proposed and existing signs on the property. It does not have to be to scale.													
Building Information	Frontage		Setback		Height								
Applicant Signature	I HEREBY CERTIFY THAT THE PROPOSED WORK IS AUTHORIZED BY THE OWNER OF RECORD AND THAT I HAVE BEEN AUTHORIZED BY THE OWNER TO MAKE THIS APPLICATION AS HIS/HER AUTHORIZED AGENT, AND WE AGREE TO CONFORM TO ALL APPLICABLE LAWS OF THE STATE OF MICHIGAN AND THE CITY OF YPSILANTI. ALL INFORMATION SUBMITTED ON THIS APPLICATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE. APPLICANT IS RESPONSIBLE FOR THE PAYMENT OF ALL APPLICABLE FEES AND CHARGES ASSOCIATED WITH THIS APPLICATION. Signature of Applicant Printed Name of Applicant _____ Date _____ How would you like permit to be sent? ☐ First Class Mail ☐ Email Email Address: _____												
Permit Review (City Use Only)	HDC Approval (if required) _____		Date _____		Approval ☐ Approved ☐ Disapproved								
	Planning/Zoning Signature _____		Date _____										
	Building Department Signature _____		Date _____		Fees <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Permit Fee</td> <td style="width: 30%;">\$</td> </tr> <tr> <td>Registration Fee</td> <td>\$</td> </tr> <tr> <td>Administration Fee</td> <td>\$</td> </tr> <tr> <td>Total Permit Fee</td> <td>\$</td> </tr> </table>	Permit Fee	\$	Registration Fee	\$	Administration Fee	\$	Total Permit Fee	\$
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	Registration Fee	\$											
	Administration Fee	\$											
Total Permit Fee	\$												
Notes: _____													



Resolution No. 2021-267
December 7, 2021

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the State of Michigan has faced tremendous challenges because of the COVID-19 pandemic, but, at the same time, has been presented an opportunity to change the trajectory of the state's quality of life for decades to come; and

WHEREAS, the Coalition for a Strong and Prosperous Michigan set out to thoughtfully answer how to strategically invest the billions of dollars the American Rescue Plan (ARP) dedicated to the state to support individuals, education, small business, infrastructure and government; and

WHEREAS, community and business leaders came together to discuss their priorities and listen and learn from each other. Together, they developed a comprehensive roadmap to amplify the ARP funds; and

WHEREAS, the MI Prosperity Roadmap Proposal focuses the state's \$6 billion in ARP resources in a coordinated fashion across five key areas: infrastructure, fiscal health, thriving communities, strong economy and public health and safety; and

WHEREAS, the state's water infrastructure is in desperate need of repair and replacement. The proposal allocates \$2.5 billion in resilient and sustainable water systems with some key investments going to lead line replacement, drinking water, and stormwater; and

WHEREAS, high-speed broadband access increases economic development and access to educational opportunities for communities across Michigan. The roadmap provides \$500 million in broadband investments in areas such as in-fill broadband grants, statewide mapping and enhancing the Connecting Michigan Communities Grant; and

WHEREAS, long-term fiscal health is key to stabilizing Michigan's economy. The proposal allocates \$800 million in smart investments to provide stability for state and local governments in key areas such as revenue sharing, the unemployment insurance trust fund and technical assistance; and

#Resolution No. 2021-267

WHEREAS, thriving Michigan communities are critical to the state’s long-term resiliency. The coalition proposes \$806 million in attainable housing to encourage Michigan population growth and talent recruitment retention; and

WHEREAS, a strong economy is essential for Michigan’s future success. The proposal dedicates \$910 million to economic development in keys areas such as brownfield development, job training, direct business support grants and strategic and large site development; and

WHEREAS, protecting the quality of life for residents allows them to participate in their economy and community. The roadmap provides \$500 million in public health and safety to strategically invest in mental health and addiction services, facility improvements and cybersecurity; and

WHEREAS, as leaders representing people from every corner of Michigan, the coalition is ready to find common ground and work together to invest in Michigan’s future to emerge more resilient and more prosperous; and

NOW THEREFORE BE IT RESOLVED that the City of Ypsilanti supports the Michigan Prosperity Roadmap Plan

BE IT FURTHER RESOLVED that the City Council of the City of Ypsilanti direct the City Clerk to forward this resolution to the Michigan House, Michigan Senate, Governor Whitmer, and the city lobbyist.

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 7 day of December 2021

#Resolution No. 2021-267



REQUEST FOR LEGISLATION
November 18, 2021

For: Ypsilanti Police Advisory Commission

From: Commissioner Fanta

Subject: Expungement

SUMMARY & BACKGROUND:

The State of Michigan has recently expanded expungement(s). However, the process and procedures remain the same: An action to expunge a crime, an eligible offense, must be brought in the court where the individual was convicted.

As stated above, this may require multiple expungement cases to be filed in many different courts.

AN ILLUSTRATION

An individual was convicted of shoplifting in Ypsilanti Township (14-B District Court, and convicted of the same thing in the City of Ann Arbor (15th District Court), and convicted of disorderly conduct in the City of Ypsilanti (14-2 District Court). The result:

- 1-Three separate Court actions
- 2-Three separate Petitions
- 3-Three separate records/notices to the Michigan State Police and the Attorney General
- 4-Three separate Court dates and hearings

PROPOSAL

The expungement action should be streamlined and modernized. The Petitioner should be able to bring ALL expungements together in one expungement action in the Circuit Court of the county of residence of the petitioner. And accordingly send one package of materials (listing all crimes for which expungement is sought) to state authorities.

We are a mobile society. It is not hard to imagine a resident of Monroe having to file an expungement In Petoskey, Monroe, and East Lansing. This is an unnecessary hardship.

RECOMMENDED ACTION: Approval



Resolution No. 2021-006
November 18, 2021

RESOLVED BY THE POLICE ADVISORY COMMISSION OF THE CITY OF YPSILANTI:

WHEREAS, The State of Michigan has recently expanded expungements, however, the process and procedures remain the same; and

WHEREAS, each offense a person has been convicted must be expunged from the court in which the conviction was made; and

WHEREAS; an expungement should be a streamlined process and a petitioner should be able to bring all expungements together as one action in the Circuit Court of the county of residence of the petitioner.

NOW THEREFORE BE IT RESOLVED THAT Ypsilanti Police Advisory Commission recommend City Council pass a resolution to urge that the process for expungement be more streamlined for petitioners.

BE IT FURTHER RESOLVED; that this resolution be forwarded to the Washtenaw County Bar Association and any other organizations designated by Council.

OFFERED BY: Commissioner Andy Fanta

SUPPORTED BY: Commissioner Herman Humes

YES: 4 NO: 0 ABSENT: 1 VOTE: CARRIED
(Echols)

I do hereby certify that the above resolution is a true and correct copy of Resolution 2021-006 as passed by the Ypsilanti Police Commission, at their meeting held on November 18, 2021.

Andrew Hellenga, City Clerk



MEMORANDUM
August 17, 2021

For: Mayor and City Council

From: Frances McMullan, City Manager

Subject: American Rescue Plan

SUMMARY & BACKGROUND:

As a part of the compliance and reporting guidelines awardees of the State and Local Fiscal Recovery Funds are required to provide community engagement (Below Excerpt is from the States Compliance and Reporting Guidance).

4. Community Engagement

Please describe how your jurisdiction's planned or current use of funds incorporates written, oral, and other forms of input that capture diverse feedback from constituents, community-based organizations, and the communities themselves. Where relevant, this description must include how funds will build the capacity of community organizations to serve people with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups.

Staff is proposing this as a three-tier approach; City Council Ward based town halls, community surveys, and City Council public hearings and approval.

1. City Council Ward Town Hall Meetings

Council Members of each Ward and the Mayor will hold individual town halls to reach out to their constituency for information on how the American Rescue Plan Funds should be spent. It is imperative that during these meetings City Council navigate the conversation to ensure the suggestions received fall within the parameters of how these funds can be spent.

2. Community Surveys

From the data collected during the Council Town Hall meetings staff will create surveys, both electronic and hard copy to be deployed throughout the city. The survey will be sent with tax bills, which will account for two-thirds of the parcels of the city. An electronic survey will be made available on the city website and social media will be used to direct the public to the survey.

3. City Council Meeting - Public Hearings and Approval.

Once the data collected through the survey is aggregated staff will formulate strategies for use of the funds. Those strategies will be brought before Council during a regularly scheduled meeting. A public hearing will be held for public input during that meeting; however, the approval of the strategies will be scheduled for the following meeting to allow for time for Council to hear from residents.



Resolution No. 2021-268
December 7, 2021

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
7 day of December 2021

#Resolution No. 2021-268