



CITY OF YPSILANTI
CITY COUNCIL GOAL SESSIONS/REGULAR MEETING
January 25, 2022 @ 6:00 pm
The Ypsilanti Freighthouse
100 Market Place, Ypsilanti, MI 48197
[Virtual Access](#)
Revised 1-24-2022

Page

I. CALL TO ORDER

II. ROLL CALL

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. GOAL SESSIONS - DR. MORGAN MILNER, FACILITATOR

4 - 23

- A. Council and Departmental Goals
1. Mayor Richardson
 2. Mayor Pro-Tem Brown
 3. Mr. Jones-Chance
 4. Council Member Symanns
 5. Council Member Wilcoxon
 6. Council Member Morgan
 7. Council Member Somerville
 8. City Manager Frances McMullan
 9. City Clerk Andrew Hellenga
 10. Fire Chief Ken Hobbs
 11. Police Chief Tony DeGiusti
 12. Finance Director/Treasurer Rheagan Basabica
 13. Department of Public Services Ron Akers
 14. Community and Economic Development Director Joe Meyers
 15. Human Resources Director DuJuan Fisher
 16. Downtown Development Authority Director Christopher Jacobs
 17. City Attorney John Barr

[Goals 2022 Council-Department](#)

VI. CONSENT AGENDA

- 24** A. Resolution No. 2022-015, approving the Consent Agenda.
[2021-015 - Pdf](#)
- 25 - 34** B. Resolution No. 2022-016, approving the minutes of January 11, 2022.
[2022-016 - Pdf](#)
- 35** C. Resolution No. 2022-017, approving appointments to boards and commissions.
[2022-017 - Pdf](#)

VII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 36 - 55** A. Resolution No. 2022-018, approving an agreement for legal services with Komorn Law.
[2022-018 - Pdf](#)
- 56 - 60** B. Resolution No. 2022-019, approving Ordinance 1384, an ordinance to amend Section 14-5 of the Ypsilanti City Code to allow ducks and drakes.
[2022-019 - Pdf](#)
- 61** C. Resolution No. 2022-020, approving to hold a city-wide quarterly webinar for Black History. **(added)**
[2022-020 - Pdf](#)
- 62 - 63** D. Discussion regarding the proposed development at 220 N Park triggering the Community Benefits Ordinance.
[Memo](#)

VIII. BOARD AND COMMISSION - NOMINATIONS

- 64 - 67** A. **Tax Board of Review**
Andy Fanta - Reappointment
1221 Westmoorland Blvd
Ypsilanti, MI 48197
- Craig Hupy - Reappointment**
1124 N Congress St.
Ypsilanti, MI 48197
[Andy Fanta App](#)
[Craig Hupy App](#)

IX. COUNCIL PROPOSED BUSINESS

- A. To be provided in writing prior to the meeting.

X. COMMUNICATIONS FROM THE MAYOR

- A. To be provided in writing prior to the meeting.

XI. COMMUNICATIONS

- 68 - 69** A. 2022 Budget Calendar
[21-22 Budget Calendar](#)

XII. ADJOURNMENT

- 70** A. Resolution No. 2022-021, adjourning the City Council Meeting.
[2022-021 - 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.

Mayor Richardson	Yr	Area	Objective	Goal	Task
				Revive CoPAC & neighborhood associations.	
				Improve communications lines between citizens.	
				Endure the sustainability of Parkridge Community Center as a place for people of all ages, from 0 to 100.	
				Increase county support for equitable resources to Ypsilanti commensurate with its needs identified on the Opportunity Index.	
				More jobs...	
				Approval of Water St (get it back on the table or a new project) and the 222 No. Park housing plan.	
				More partnering of nonprofit and local govt in community wealth building.	
				Hire a part time Ombudsman	
				More intervention and prevention of violence, particularly youth gun violence.	
				Formation of a Juneteenth Celebration Committee and annual Celebration.	
				Black History Celebration	
				Recruit and assign interns to Council Members	

Mayor Pro-Tem Brown	
Goals:	Explore partnership with County Crisis Team, EMU, and Ypsi Fire Dept for crisis response/mental health response/intervention team
	Open bathrooms in the parks
	Re-establish Parks and Rec Department

Mr. Jones-Chance	Yr	Area	Objective	Goal	Task
Parks & Rec	2022	Recreation	Establish Dept	100% availability of park resources to residents	Hire head and seek assistance from commission
YPD	2022	Safety	50% reduction in violent crime	Erradicate violent crime	Make comprehensive data available to council and report progress at each meeting
Econ Dev / Planning	2022	Housing	Eliminate supply-side barriers within city control	100% affordability (anyone can afford to live in Ypsi)	Identify all such barriers
Econ Dev / Planning / DPS	2022	Transportation	Reverse growth in parking deficits	Reduce reliance on motorized vehicles and parking infrastructure	Work with non-motorized committee to identify areas on possible immediate action

Council Member Symanns	
Goals:	
	Continue progress towards evaluating Peninsular Dam for removal.
	Continue improvements with traffic calming and pedestrian safety in residential areas and business districts
	Continue to build upon efforts to support the police department in implementing a community policing philosophy.
	Move towards options for new more durable and larger curbside recycling bins as well as larger trash collection bins with lids.
	Survey sidewalk crossing areas in neighborhoods that are in need of crosswalk markings and proper accessible cut outs and budget/plan accordingly to implement improvements beyond what is currently required.
	Increase the amount of time streets are cleaned particularly during transitional weather periods.
	Evaluate and implement improvements to any city sewer/water lines and other related infrastructure to meet the demands of climate change and increasingly harsh weather events.
	Continue our investment in cultural and community offerings and partnerships to enhance access for citizens to the arts and new experiences/community building with new and innovative partnerships (ex. UMS & Freighthouse, support of holiday events, summer programs/festivals, etc.).
	Maintain focus on reducing gun violence through innovative programs, partnerships and community investment.

Council Member Wilcoxon	Yr	Area	Objective	Goal	Task
		Public Safety	Establish non-police emergency response plan	Eliminate the proposed social worker position within the police department	
				Re-define the Social Worker coordinator's position	
				Hire social worker to report to the city manager	
		Public Health	Investigate cost of downtown public restroom facility		
		Infrastructure	Remove Peninsular Dam: engineering study	Partially fund the second phase engineering study to determine sediment mediation plan, restoration plan, and structural analysis of infrastructure	
			Remove Peninsular Dam: public engagement	Improve public engagement campaign: public meetings, mailings, interactive website, public postings, surveys	
			Improve communication with public	Create a comprehensive communication plan for internal and external communications. Engage Communications firm to analyze current efforts and suggest improvements.	
			Develop Waterstreet property to reflect the Ypsilanti values	Engage developer through the MDED	proposal in hand consistent with master plan
			clarify the language of the city charter regarding vacating and filling the mayors seat	organize a charter commission to address the dated language and lack of language for the process	
		Legal	Resolve outstanding litigation	Déjà vu	
				AMA	
				Delta Tau Delta	
		Sustainability	Preserve and expand the City's capacity to deal with heavy rainfall to mitigate negative effects on people and property	Develop a Stormwater Management Plan	
				Investigate an equitable stormwater fee schedule that encourages converting impervious to pervious surfaces and proper use of rain barrels or other detention/retention systems	
				Pursue conservation &/or access easements along the Huron River.	
				Explore offering incentives to property owners to retrofit existing buildings and site improvements with stormwater-friendly infrastructure, including rain gardens	

			Decrease the community's emissions by 171,310 metric tons of CO2e by 2030.	Participate in or sign-on to regional, national, or international commitments to energy, climate, and sustainability including but not limited to the Paris Climate Agreement, the Sierra Club's "Ready for 100" pledge, the Global Covenant of Mayors for Climate and Energy.	
				Work with the City of Ann Arbor to investigate bulk buying of renewable energy through the Community Choice Aggregation Legislation.	
				Review and incorporate aspects of the International Dark Sky Model ordinance to reduce energy waste (i.e. motion activated lighting on municipal buildings)	
			Reduce the amount of waste generated in Ypsilanti that enters landfills	Increase access to curbside recycling services to multi-family units	
				Require that any events with a City permit provide for recycling, compost, and provide a discount for Zero Waste events	

Council Member Morgan	
Goals:	Create and Implement strategies to strengthen our commissions.
	Create incentive-based programs to retain the best of Ypsilanti Talent, Ingenuity and work ethic.
	Continue to highlight systems and programs that allow Ypsilanti to be fiscally responsible.
	Continue 2 stay in alignment with the master plan and goals that were set.
	Review the process, layouts, revenue streams and timelines of major projects.
	Seek methods and creative ways to provide density and affordable housing within the city of Ypsilanti.
	Strengthen our tax base by finding ways to create revenue and bring jobs to the city.

Council Member Somerville	Yr	Area	Objective	Goal	Task
Fire	2022		to create a non-police emergency crisis response team through the fire dept in collaboration with the county	to keep our community safe with trained crisis professionals that can deescalate situations without the presence of armed officers	
DPS	2022		to reinstate city park bathrooms		

Department	Yr	Area	Objective	Goal	Task
Communication	2022-2023	All Wards	Identify an appropriate way to share with the community updates on Boards & Commissions. Allowing a summary of details of each group and what the current topics are being covered at these monthly meetings.	Increase engagement, filling all vacancies in organizations and inform the community of topics being addressed at meetings. By increasing the newflash subscriptions by 10 %.	Creating a digital layout of monthly updates from staff liaison reporting what was covered at meetings. Attending public events as a staff representative finding intrested members of the community.
Communication	2022-2023	All Wards	Increase participation within the community for public meetings. With the hybrid model the attendance will be available for those who perfer remote or in person setting.	The data to be collected to develop a list of community members interested in upcoming events, meetings, or city updates. I plan to increase newflash subscribers by 10 percent within the forthcoming year. The growth will help improve those who receive updates of our current engagements.	Gather data from residents and business owners (email, phone number, etc.), notifying them of current events.
Communication	2022-2023	All Wards	Informing residents of community engagement opportunities. Involving every one of upcoming events if they have internet or get their information from other sources.	Provide the city with quality marketing updates through physical mail. Develop a budget for mailout flyers.	I plan to receive quotes from local companies to create a monthly budget. Then with the data collected from intersted community members, send out the information through the mail.
City Manager	2022-2024	All Wards	Review city facilities	Look at all city properties for potential consolotion, disposition and acquisition.	Create a comprehensive needs assessment for city facilities, list of potential disposition and other properties for acquisition.
City Manager	2022-2023	CED	Develop Water Street	Progress on Water street development.	Letters of intent to the developer
City Manager	2022-2024	DPS	Improve Department of Public Safety Facility	Get multiple quotes for remodeling of break room and locker room area	Release request for proposals for work that must be competed and evaluate work that can be completed in house
City Manager	2022-2023	HR/Department Heads	Implementation of compensation study.	Adequately compensate employees.	Create a wage scale for non-union employees.
		HR/Department Heads	Implementation of new employee evaluation process.	Provide employees with proper direction on areas they need to improve and the strengths that they possess	create a new performace based evaluation system.

Department	Yr	Area	Objective	Goal	Task
Clerk	2022	Elections	2022 Election Cycle	Successful administration of both the Primary and General Election (May Special Election if Called)	Recruit Ample Election Inspectors, monitor potential changes to election law, have all polling locations assessed for ADA Compliance, hire parttime staff to ensure that absentee ballots are sent by the statutorial date and for processing ballots as they return. (budget amount roughly -\$60,000 to -\$90,000 depending if there is a May Special Election)
Clerk	2022	Boards and Commission	Advisory Bodies functioning properly in the role as determined	Work with staff liaisons to create an environment conducive to the bodies success	Create onboarding videos, including OMA and FOIA and body specific training. Work with Communications Manager to properly create seminars. (No Cost)
Clerk	2022	Election	Send all registered voters updated voter information cards	As a result of the 2020 Census and redistricting all voters that have a change in voting districts require to be sent a card	Work with Washtenaw County Clerk's Office for mass mailing (-\$3,000)
Clerk	2022-2023	Clerk	Clerk Accreditation	Clerk and Deputy Clerk attend the training provided by the Michigan Association of Municipal Clerks	Both the Clerk and Deputy would attend the week long training in March. This would be the second for the Clerk and first for the Deputy. It is a three year cycle.
Clerk	2022-2023	AHB	Continue to file liens for outstanding judgments and assess them to the tax bills of the respondents	Increase Revenue	Send warning letters to respondents, send liens to county, prepare special assessments, release liens once taxes are paid. (+\$50,000/FY)
Clerk	2022-2023	Records/Documents	Record management	Review all current records per the Michigan State Records Retention	Work with city departments to ensure all records are maintained per the schedule, and destroy all records that have elapsed the time of retention
Clerk	2022-2023	Customer Service	Maintain high service levels for residents and visitors	The Clerk Department is the first point of contact for visitors to City Hall. The Department will continue to strive to provide excellent customer service.	Provide frontline staff customer service training (-\$400 to -\$1,000)

<u>GOAL Fire Department</u>	<u>TASK OR OBJECTIVE</u>	<u>MEASURABLE OUTCOMES</u>	<u>ESTIMATED COST</u>	<u>LONG/SHORT TERM</u>	<u>Update</u>
Professional Development (Administration)	To increase the opportunity for advancement within the department.	Improve quality and service	\$ 10,000.00	Long Term	Fire Marshal still obtaining certifications and new Assistant hired. Fire Chief and Fire Marshal must maintain certifications
	To increase the opportunity for advancement within the department.	Improve quality and service	\$ 15,000.00	Long Term	Additional classes have been scheduled for 2022. Training In progress.
	Promote fire safety and awareness	Increase fire safety and awareness in the community	\$ 5,000.00	Long Term	This will be the responsibility of the Fire Marshal
	As we continue to hire new personnel, we intend to have our department reflect the community we serve.	Reflect the community we serve.	None Monetary	Long Term	In progress
	Continue to create and maintain partnerships with EMU, Washtenaw Cty, Parkridge Community Center, Public Safety Alliance, SPARK, and neighboring businesses.	Maintain and improve existing relationships	None Monetary	Long Term	In progress
	According to the IAFF Contract, we must maintain a hiring and promotional list.	Complete the hiring process by April 2022	\$38,000 - \$40,000	Long Term	In progress
	According to the IAFF Contract, we must maintain a hiring and promotional list.	Completed for 202, new list needs to be established to eliminate personnel gaps. This item is negotiable.	\$10,000 - \$11,000	Long Term	Lieutenat Loria has been promoted to Captain, FF Gissendaner has been promoted to Lieutenant.

Capital improvement (Fire Marshal's vehicle)	The Fire Marshal's current vehicle is inadequate. It was not purchased for practical use. The FM vehicle should accommodate his gear and all necessary tools and equipment to do inspections and arson investigations. It should also be equipped with emergency lights and siren.	Improve quality and service	\$ 32,000.00	Long Term	
Capital improvement (YFD Parking Lot Concrete and Drains)	The current YFD parking lot is in need of repair and reinforcement. There are numerous broken concrete slabs in the parking lot, and the drains are sinking.	This will prevent further damage to the parking lot and will be cost effective in the long run.	Per OHM \$125,000	Long Term	
Capital improvement (Office Building Maintenance)	Continue to update facilities and amenities.	Improve quality and service	\$ 20,000.00	Long Term	

Department	Yr	Area	Objective	Goal	Task
Police	2022			Achieve Full Staffing	
	2022			Develop and impliment a recruiting and retention program	
	2022			Explore the return of Neighborhood Watch Groups	
	2022			Complete the in-car camera system upgrade	

Department	Yr	Area	Objective	Goal	Task
FINANCE	2022-2023	Accounting	Improve the integration of Payroll into Finance and make the process more efficient where possible	Better workflow on financial process	Create a workflow where everyone is involved and avoid relying too much on an individual
	2022 on wards	Accounting	Convert paper documents to electronic copies	Less use of paper and better access to documents	Scan documents and use Content manager
	2022-2023	Assessing	Improve record keeping	Accessability of documents	Scan important documents and attach to BS&A Software
	2022-2023	Assessing	Building Permit Maintenance	Conduct annual inspections	Property Assessments all Classes
	2022-2023	Payroll	On-line access for Paystubs and Employee Forms	Acquire a software for this service	Find a software which have online/phone access for employee pay stubs
	2022-2023	Treasury	Improve parking permit process and collection	Efficient parking process	Coordinate with Parking Manager and software provider
	2022-2023	Treasury	Speed up entering transactions that don't come through city hall, achieved by daily monitoring our bank accounts for tax direct deposits, DDA dumpster payments, online meter/parking payments, and police transactions through Stripe	Real time recording of Cash collections	Check reports daily from bank and other software
FINANCE	2022-2023	Treasury	Re-training and cross training of Employees	Employees to be able to cover other employees in case of absences or leave	Establish efficient training procedures and creating instructional cheat sheets for different processes

Department	Yr	Area	Objective	Goal	Task
Public Services	2022-23	Parks	Continue to implement capital improvements	Continue to upgrade existing park facilities and provide regular and provide predictable park maintenance	Implement projects
	2022-23	Recycling/Yard Waste/Trash	Develop a public outreach campaign about recycling/yard waste/trash	Continue to find ways to promote and expand recycling options within the community.	Coordinate with Communication Director
	2022-23	Recycling/Yard Waste/Trash	Implement Cart Program and evaluate a biweekly collection schedule	Continue to find ways to promote and expand recycling options within the community.	Route Evaluation, cart rollout strategy, apply for TRP/Washtenaw County grant
	2022-23	Facilities	Create regular maintenance schedules for each facility; create replacement schedules for critical facility equipment	Develop and implement a strategy to provide regular maintenance schedules for city facilities and promote energy efficient upgrades.	Conduct evaluation, documentation
	2022-23	Facilities	Review existing plans; look at hiring an energy consultant to evaluate City facilities for efficiency upgrades and solar installation; create improvement schedule.	Develop and implement a strategy to provide regular maintenance schedules for city facilities and promote energy efficient upgrades.	Conduct search for energy consultant, evaluate pricing, review plans
	2022-23	Facilities	Implement planned projects.	Develop and implement a strategy to provide regular maintenance schedules for city facilities and promote energy efficient upgrades.	Implement projects
	2022-23	Roads	Complete planned projects, keep projects planning for future years on schedule.	Complete road improvement projects and road maintenance as funding allows	Continue to work with engineering contractor/road funding agencies
Public Services	2022-23	Roads	Develop and implement a local road pavement preservation program	Complete road improvement projects and road maintenance as funding allows	Interview other municipalities; develop strategy; develop RFP's
Public Services	2022-23	Vehicles and Equipment	Evaluate efficiency options with each new vehicle purchase; Look at electrical capacity for DPS yard.	Reduce greenhouse gas emissions from DPS fleet	Discuss electrical capacity with professional; Identify new options for vehicle efficiency
Public Services	2022-23	Parking	Implement capital improvements and streamline payment options for hourly parking as well as penalties.	Continue to implement the adopted parking strategy in a context-sensitive manner with input by the community	Implement projects
Public Services	2022-23	Parking	Continue to evaluate and implement options for complementary/additional parking solutions, such as bike parking, handicap-placard parking, and EV parking	Continue to implement the adopted parking strategy in a context-sensitive manner with input by the community	Identify locations for each, funding options for EV changing; coordinate with capital improvements
Public Services	2022-23	Parking	Implement collections, immobilization, and towing strategy for past-due tickets and repeat offenders	Continue to implement the adopted parking strategy in a context-sensitive manner with input by the community	Work with vendors and court partners, evaluate and execute.
Public Services	2022-23	Roads	Improve transportation options and safety on roads managed by MDOT	Complete road improvement projects and road maintenance as funding allows	Continue to partner on Hamilton/Huron/Washtenaw/94 YCUA and MDOT work through 2023

Department	Yr	Area	Objective	Goal	Task
Community and Economic Development Department	2021, 2022, 2023	Ward 3	Generate \$100,000 of revenue each fiscal year to support capital maintenance and community programming needs.	Book the appropriate number of private events at the Firehouse in order to offer robust community programming and events.	Improve our google review ratings and the guest experience with post event survey and replacing aged equipment.
Community and Economic Development Department	2022-2023	Ward 3	Improving wrap around services offered at the daytime warming center such as laundry and shower facilities	Work with Hope Clinic, County Shelter Association and other community partners to provide additional services within the City of Irasburg.	Identify capital needs and location where shower & laundry facilities could be offered.
Community and Economic Development Department	2022-2023	Ward 1	Entrepreneurship Courses at Parkridge Community Center	To help young people develop skills and knowledge about starting their own business	Build curriculum with partners like Spark East, MI Works, and WCC, schedule courses, and promote the program in order to ensure robust participation
Community and Economic Development Department	2022-2023	Ward 2	Identify additional grant resources to advance from the planning stage of removal to the engineering and construction phase	Leverage the existing capital improvement commitments made for Peninsular Dam Removal as match for additional grants	Continue the work of public engagement upon the completion of contract with Linnotech to finalize the planning phase of the project and submitting additional grants in partnership with HRCW
Community and Economic Development Department	2022-2023	Ward 1	Clear out the broken furniture and electronics stored in the basement and create on site storage for boxes currently at Iron Mountain	Further reduce the financial burden of Iron Mountain and more easily access historic information located there	Hire movers for a couple days and order a dumpster for broken furniture and electronics that cannot be recycled. Make improvements such as racks for storage in the basement for boxes so they do not sit on the ground which is prone to flooding. Identify which boxes should be returned from Iron Mountain and discontinue sending new material there unless absolutely necessary for security reasons.
Community and Economic Development Department	2022-2024	Ward 1 and 3	Redevelop long term vacant sites in the city	Redevelop Water Street, 220 N. Park and Anstrom	begin development at 220 N. Park.
Community and Economic Development Department	2022-2024	All Wards	Work to improve the city and private sidewalks to the city code standards.	Create a comprehensive plan to address sidewalk issues in the city	Create a timeline for the start of a replacement program
Community and Economic Development Department	2022-2023	All Wards	Review city facilities	Look at all city properties for potential consolidation, disposition and acquisition.	Create a comprehensive needs assessment for city facilities, list of potential disposition and other properties for acquisition.
Community and Economic Development Department	2022-2023	All Wards	Streamline the rental inspection process	Purchase new equipment and software to allow for reports to be created on site in place of in the office.	Purchase upgraded BSA software

Department	Yr	Area	Objective	Goal	Task
HR	2022-2023	Payroll/ HRIS	Select a new payroll & system	Increase efficiency and reduce cost	
	2022-2023	Retention	Create continuous Improvement Program	Decrease employee retention and increase company Morale	
	2022-2023	Career Path	Progression Plan	Create a roadmap detailing how a specific employee will advance through your company.	
	2022-2023	Recruiting	Target Selection training	Equip Managers with the proper interviewing skills.	

Department	Yr	Area	Objective	Goal	Task
Downtown Development Authority	2022-2023	Ward 1	Complete the sale of Riverside Arts Center and pay off remaining Downtown bond with proceeds	Resolve any remaining grant restriction, property line questions, and sale details with City and DDA attorney	Schedule monthly meetings beginning in 2022 to nagivate the remaining questions in order to finalize the sale
	2022-2023	Ward 3	Identify additional parking opportunities in Depot Town and invest in developing those sites	Complete the parking feasibility study and decide on where to commit bonding capacity for the greatest benefit	Get updated cost estimates for the surface lot repair at Frog Island, identify costs of parking deck at Frog Island Lot or Maple Street Lot, schedule meetings with bond counsel to pursue one of these options
	2022-2023	Ward 1	Increase business and resident enrollment in the Downtown dumpster program to help support cleaner streets	Reduce rates for residents by working directly with landlords downtown to increase enrollment, reduce rates for businesses by increasing enrollment among those who use the dumpsters but do not pay, beautify the dumpster enclosures to reduce instances of illegal dumping.	Approve the mural proposals at the dumpster enclosures provided by local artists, set up meetings with landlords and businesses who have not bought into the program but use the dumpsters or on street trash cans
	2022-2023	All wards	Achieve the Michigan Main Street "Select Level"	Access technical resources and utilize Main Street strategies and financial incentives to help redevelop vacant or underutilized spaces, develop community and economic development programming and placemaking, and utilize volunteer support	Submit the select level application, recruit volunteers, and begin to hold Main Street monthly meetings.
	2022-2023	All wards	Leverage grant opportunities for building façade and rehabilitation	Activate remaining vacant or underutilized storefronts across the district and encourage private investment by leveraging public resources from the State of Michigan and DDA TIF revenues	Identify grants like Match on Main or new programs that are emerging in 2022 as a result of ARP funding and secure those resources with compelling applications and partnerships with local businesses and property owners



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

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John M. Barr
Karl A. Barr

Jesse O'Jack ~ Of Counsel
Jennifer A. Merritt ~ Legal Assistant

MEMORANDUM

To: Hon. Mayor and City Council
From: John M. Barr, Ypsilanti City Attorney
Date: January 19, 2022
Re: City Attorney overview and goals for 2022

The office of the Ypsilanti City Attorney is created by City Charter:

4.07. Legal officer.

There shall be a legal officer of the City appointed by the City Manager subject to confirmation by the City Council and not subject to the requirements of the merit system. The legal officer shall serve as chief legal adviser to the Council, the Manager, and all City departments, offices, and agencies, shall represent the City in all legal proceedings, and shall perform any other duties prescribed by State law, by this Charter, by ordinance, or by resolution.

The City Attorney also attends City Council meetings and provides legal advice to the Mayor and City Council, City Manager and all city department heads and boards and commissions on request. The City Attorney is the FOIA coordinator and supervises all FOIA requests and replies. The City Attorney also serves on the Election Commission, acts as City Council parliamentarian and prepares legislation and research as required.

Our office is at 105 Pearl Street, corner of North Huron Street, one block north of Ypsilanti city hall.

City Attorney staff includes attorneys John M. Barr, Karl A. Barr, Jesse O'Jack, paralegal Jennifer (Healy) Merritt and assistants Ashlee Roberts and Elizabeth Taylor.

The goals of the office of the City Attorney are:

1. Continue to provide high quality, timely legal service to the city.



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

Jesse O'Jack ~ Of Counsel
Jennifer A. Merritt~ Legal Assistant

2. Explore ways to reduce use of paper by 50%
3. Research digitalization of closed files



Resolution No. 2021-015
January 25, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2022-016, approving the minutes of January 11, 2022.**
2. **Resolution No. 2022-017, approving appointments to boards and commissions.**

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
25 day of January 2022

#Resolution No. 2021-015



Resolution No. 2022-016
January 25, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of January 11, 2022 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
25 day of January 2022

#Resolution No. 2022-016



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, January 11, 2022
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, January 11, 2022, at 7:00 PM, in the Council Chambers, with the following members present:

PRESENT: Mayor Lois Richardson, Council Member Anthony Morgan, Council Member Annie Somerville, and Mr. Brian Jones-Chance, Mayor Pro-Tem Nicole Brown

ABSENT Council Member Jennifer Symanns (Attending Remotely), Council Member Steve Wilcoxon (Attending Remotely)

I CALL TO ORDER

The meeting was called to order at 7:01 pm

II ROLL CALL

Council Member Morgan moved, seconded by Mayor Pro-Tem Brown to excuse the absences of Council Members Symanns and Wilcoxon.

On a voice vote, the motion carried, and the absences were excused.

III AGENDA APPROVAL

The agenda was approved as amended.

Amendments:

1. Add a resolution to temporarily suspend advisory boards and commissions.
2. Remove sections 11, 12, 13, 14, and 15 from the agenda.
3. Add a resolution regarding shifting all Council meetings to the Freighthouse during this COVID surge.

IV RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2022-001A, approving Council Policy on the wearing of masks during public meetings.

Council Member Annie Somerville moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2022-001A

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

Whereas, Amendments to the Michigan Open Meetings Act require City Council to return to in-person meetings starting January 1, 2022;

Whereas, Community transmission of COVID-19 remains high in Washtenaw County; and especially the 48197 and 48198 zip code areas;

Whereas, Recommendations from the Centers for Disease Control and Prevention (CDC) state that even fully vaccinated people can further reduce their risk of becoming infected with COVID-19 and transmitting it to others by wearing a mask indoors in public in areas of substantial or high community transmission;

RESOLVED, That, in order to prevent the transmission of COVID-19, protect the health of meeting attendees, minimize the possibility of disrupting the meeting, and thereby promote public participation by creating a safer meeting environment, City Council hereby establishes the regulation that all in-person attendees at City Council meetings are required to wear a mask;

RESOLVED, That the type of mask required and how it must be worn shall be consistent with the order by the CDC titled Requirement for Persons To Wear Masks While on Conveyances and at Transportation Hubs, with an effective date of February 1, 2021, as from time to time amended, along with all supplemental guidance issued by the CDC;

RESOLVED, That, to ensure full participation of the public in City Council meetings, the City Clerk is directed to provide free masks for attendees at City Council meetings, to establish a mechanism for the public to comment remotely without entering City Hall, and to establish an area within City Hall where unmasked persons can watch City Council meetings live and provide comment; and

RESOLVED, that this regulation shall be adopted and published as a temporary Council Rule until rescinded or modified by City Council.

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

V PUBLIC COMMENT (3 MINUTES)

3 members from the public spoke

VI PUBLIC HEARINGS

- a) Approval of the 2020 City of Ypsilanti Redistricting Plan.
 - 1. Resolution No. 2021-001 Determination
 - 2. Public Hearing
 - 3. Resolution No. 2021-002

Council Member Annie Somerville moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2022-002

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for the 2020 Proposed redistricting plan be officially closed.

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

Council Member Annie Somerville moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2022-001

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Ypsilanti City Council has the authority to determine Ward boundaries following each decennial U.S. Census; and

WHEREAS, the Ypsilanti City Council has reviewed 2020 U.S. Census data describing the current population of the City of Ypsilanti and its Wards as last established by Ypsilanti City Council in 2011; and

WHEREAS, the Census 2020 data shows that the populations of Wards 1, 2, and 3 are no longer within the standard of 95% to 105% of the optimal ward population in accordance MCL 4.261 (1) (d) and populations will need to be shifted from Ward 2 to Ward 3, in accordance with Section 117.27a of the Michigan Home Rule City Act; and

WHEREAS, the proposed plan for Ward boundaries would alleviate, as much as possible, any disruption to voters; and

WHEREAS, City Council has received and considered the recommendation of the City of Ypsilanti Election Commission.

NOW THEREFORE BE IT RESOLVED that the proposed plan for redistricting be approved and the City Clerk's office be directed to provide a copy of this resolution to the Washtenaw County and State of Michigan Bureau of Elections.

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

VII ORDINANCES FIRST READING

- a) Ordinance No. 1384, An ordinance to amend Section 14-5 of the Ypsilanti City Code be amended to allow the keeping of ducks and drakes in the City of Ypsilanti
1. Resolution No. 2021-003 Determination
 2. Public Hearing **1 member from the public spoke**
 3. Resolution No. 2021-004

Council Member Anthony Morgan moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-004

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI

That the public hearing for "An ordinance to allow Ducks and Drakes in the City" to amend Section 14-5 of the Ypsilanti City code to allow ducks and drakes in the City be officially closed.

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

Council Member Brian Jones-Chance moved, seconded by Mayor Pro-Tem Nicole Brown, to remove Section 1 C - 5 from Ordinance 1384

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

Council Member Anthony Morgan moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-003 as amended

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that an Ordinance entitled

"An ordinance to allow Ducks and Drakes in the City" to amend Section 14-5 of the Ypsilanti City code to allow ducks and drakes in the City be approved on first reading.

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

VIII CONSENT AGENDA

- a) Resolution No. 2022-005, approving the Consent Agenda.

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2022-005

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2022-006, approving the minutes of December 21, 2021.**
2. **Resolution No. 2022-007, approving appointments to boards and commissions.**

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

- b) Resolution No. 2022-006, approving the minutes of December 21, 2021.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of December 21, 2021 be approved.

- c) Resolution No. 2022-007, 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>EXPIRATION</u>
<u>Justin Harper</u>	<u>Human Relations Commission</u>	<u>7/1/2025</u>
<u>1730 Washtenaw</u>		
<u>Ypsilanti, MI 48197</u>		
<u>New Member</u>		

IX RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2022-008, approving the amended Articles of Incorporation for the Ypsilanti Community Utilities Authority.

Council Member Annie Somerville moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2022-008

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council of the City of Ypsilanti approved the attached amendment to the Ypsilanti Community Utility Authority, and authorize

the Mayor and City Clerk to sign on behalf of the City, subject to the City Attorney.

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

- b) Resolution No. 2022-009, approving the use of indoor pyrotechnics at the EMU Convocation Center.

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Annie Somerville, to approve Resolution No. 2022-009

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, DeAnne Anderson of High Tech Special Effects, on behalf of the Skillet Winter Concert Tour 2022 has applied for a fireworks permit to allow indoor pyrotechnics at the Eastern Michigan Convocation Center; and

Whereas, High Tech Special Effects will operate the display and has obtained public liability insurance in the amount of \$4,000,000 and has added the City of Ypsilanti as an additional insured.

Now therefore be it resolved that the Ypsilanti City Council approves indoor pyrotechnics to be displayed on January 30, 2022 at the EMU Convocation Center, subject to the inspection and approval of the Ypsilanti Fire Department

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

- c) Resolution No. 2022-010, approving a Memorandum of Understanding with Ann Arbor SPARK for the installation of fiber optic cable.

Council Member Anthony Morgan moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-010

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Ann Arbor SPARK, City of Ann Arbor, and City of Ypsilanti seek to establish new fiber optic cable connections utilizing a recently awarded EDA Grant; and

WHEREAS, Ann Arbor SPARK is the lead applicant who will administer the grant; and

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

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

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

Now therefore be it resolved that the Ypsilanti City Council approves the Memorandum of Understanding as provided.

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

- d) Resolution No. 2022-011, acknowledging the Martin Luther King Jr. Holiday.
(added)

Council Member Brian Jones-Chance moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-011

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Dr. Martin Luther King, Jr., changed our Nation forever through his leadership, service, and clarity of vision; and

WHEREAS, Dr. King devoted his life to strengthening the content of the American character and called on our Nation to live up to its founding principles of life, liberty, and the pursuit of happiness for all its citizens; and

WHEREAS, Through his determination, spirit, and resolve, Dr. King helped lift souls and lead one of the greatest movements for equality and freedom in history; and

WHEREAS, the City of Ypsilanti wishes to honor the lasting legacy of this great American, remember the ideals for which he fought, and recommit ourselves to ensuring that our country's promise extends to all Americans across the great land; and

WHEREAS, on November 2, 1983, Ronald Reagan, the 40th President of the United States, signed a bill creating a federal holiday to honor Dr. King on the third Monday of January every year.

NOW THEREFORE BE IT RESOLVED THAT, as we observe Dr. King's birthday, the City of Ypsilanti encourages all Americans to honor Dr. King by living out his teachings as we continue to work for the day when the dignity and humanity of every person is respected and to celebrate his memory by performing acts of kindness through service to others.

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

- e) Discussion regarding holding a Martin Luther King Jr. Celebration. (15 minute)

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Brian Jones-Chance, to hold a Martin Luther King Jr. Event as a City Event in Ypsilanti

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

- f) Resolution No. 2022-013, temporarily suspending all advisory boards and commissions until at least the first Council Meeting in March. (added)

Council Member Annie Somerville moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2022-013,

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council of the City of Ypsilanti temporarily suspend all advisory boards and commissions until at least the first Council Meeting in March.

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

- g) Resolution No. 2022-014, moving all Council Meeting to the Freighthouse until the first Council Meeting in March. (added)

The motion was withdrawn

X BOARD AND COMMISSION - NOMINATIONS

a) Tax Board of Review - Reappointment

Roberta Wojcik-Andrews
7 N. Normal St.
Ypsilanti, MI 48197

XI BOARD AND COMMISSION - LIAISON REPORTS - REMOVED

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~~

XII LIAISON REPORTS - REMOVED

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

XIII COUNCIL PROPOSED BUSINESS - REMOVED

XIV COMMUNICATIONS FROM THE MAYOR - REMOVED

XV COMMUNICATIONS FROM THE CITY MANAGER - REMOVED

XVI COMMUNICATIONS

- a)** Rescheduling second Goal Setting Date

The council agreed to reschedule the second Goal Setting Date on the on January 25th.

XVII ADJOURNMENT

- a)** Resolution No. 2022-012, adjourning the City Council Meeting.

The meeting was adjourned at 9:26 PM.

- 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. 2022-017
January 25, 2022

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>EXPIRATION</u>
Roberta Wojcik-Andrews	Tax Board of Review	
12/31/2023		
7 N. Normal St		
Ypsilanti, MI 48197		
Reappointment		

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 25 day of January 2022

#Resolution No. 2022-017



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: January 25, 2022
SUBJECT: Retain outside counsel

DESCRIPTION:

Retain outside counsel

SUMMARY:

The City is being sued by AMA, a marihuana permit holder, over the process of granting social equity permits. Marihuana is a specialized field and we request that the City retain the Komorn Law firm for help in the defense of the case. The Komorn Law firm is well known for expertise in the marihuana area.

RECOMMENDED ACTION: Adoption of resolution to retain Komorn Law firm.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-018
January 25, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That upon the request and recommendation of the City Attorney, the City Manager is authorized to sign the retention agreement with the Komorn Law firm for services in the current pending litigation AMA v City of Ypsilanti. Fees shall be billed monthly and a fees are limited to \$25,000 without further Council approval.

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
25 day of January 2022

#Resolution No. 2022-018

KOMORN LAW, PLLC



Michael A. Komorn
Phone: 248-357-2550
Facsimile: 855-456-6676
Email: Michael@komornlaw.com

SENT VIA EMAIL TO: jbarr@barrlawfirm.com

January 6, 2022

**City of Ypsilanti
c/o Attorney John Barr**

RE: Civil Litigation Representation

Dear Mr. Barr:

This letter serves to record the terms of our engagement to represent the City of Ypsilanti, as client, with regard to civil litigation.

We agree that the scope of our services in the matter is as follows:

- Review of client ongoing legal case.
- Legal representation through all phases of the currently filed civil lawsuit.
- Analysis of all outstanding issues and strategy moving forward.
- Legal services relating to all aspects of the civil litigation including but not limited, legal counsel during hearings, discovery, mediations, trials, etc.
- Engage with opposing party in the manner that you are comfortable with, based on recommendations.
- Assist you in minimizing liabilities going forward.

We are prepared to provide services beyond this scope after consultation and mutual agreement.

This letter is supplemented by our Standard Terms of Engagement for Legal Services, attached hereto, which are incorporated in this letter and apply to this matter and other matter(s) for which you engage us. If you agree that this letter provides acceptable terms for our engagement in this matter, please sign and return a copy to me.

ATTORNEY FEES

Our fees in this matter are based on hours spent by lawyers and other professionals necessary to produce the work product. Our minimum billing increment is .1 hour. Our fees in this matter are based on hours spent by lawyers and other professionals necessary to produce the work product. Michael Komorn's hourly fee is \$180 per hour.

As mentioned above, we will bill on an hourly basis and the work will be completed by attorneys, paralegals, and legal assistants as is the most practical.

Once work has been started, we will submit to you monthly invoices itemizing the work performed. Payment will be due within thirty days of receiving the monthly invoice.

KOMORN LAW, PLLC



Michael A. Komorn
Phone: 248-357-2550
Facsimile: 855-456-6676
Email: Michael@komornlaw.com

This letter is supplemented by our Standard Terms of Engagement for Legal Services, attached hereto, which are incorporated in this letter and apply to this matter and other matter(s) for which you engage us. If you agree that this letter provides acceptable terms for our engagement in this matter, please sign and return a copy to me.

We look forward to working with you.

Sincerely,

KOMORN LAW PLLC

/s/ Michael A. Komorn

Michael A. Komorn

Engagement Agreement
Page Five-Signature Page
[Harold and Dave Sullivan]
[February 24, 2021]

I, John Barr, Attorney for the City of Ypsilanti, accept, and agree to be bound by, the foregoing.

KOMORN LAW, PLLC



Michael A. Komorn
Phone: 248-357-2550
Facsimile: 855-456-6676
Email: Michael@komornlaw.com

Signed: _____

Signed: _____

Dated: _____

KOMORN LAW, PLLC

STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement provides the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

ENGAGEMENT AGREEMENT/ ENGAGEMENT LETTER

This "Standard Terms of Engagement for Legal Services" document should be accompanied by an "Engagement Agreement/ Engagement Letter". The "Engagement Agreement/Engagement Letter" is intended to specify the terms of engagement, the amount of attorney fees required to secure representation, the method or terms of attorney fee's payments and the type of engagement or type of agreement that will govern the attorney client relationship. Additionally, the intention of the "Engagement Agreement/Engagement Letter" is to try to specify in more certainty the scope of legal service Komorn Law, PLLC will be providing to client. The "Engagement Agreement/Engagement Letter" should be read in conjunction with this document, the "Standard Terms of Engagement for Legal Services" document. It is imperative that you review the "Engagement Agreement/Engagement Letter" carefully and contact us promptly if you have any questions comments or concerns. Likewise, if you have any questions, comments or concerns regarding any of the applicable and relevant terms outlined herein the "Standard Terms of Engagement for Legal Services" document, please contact us immediately.

GENERAL RIGHTS AND RESPONSIBILITIES' OF CLIENTS OF THE FIRM

A client of Komorn Law, PLLC has the right to: (A) expect competent representation by the firm; (B) determine the purposes to be served by the legal representation, so long as those purposes are legal and do not violate the firm's obligation to the profession or to the judiciary; (C) be kept reasonably informed about the status of the matter and have Komorn Law, PLLC respond promptly to reasonable requests for information; and (D) terminate the representation at any time, with or without cause, subject to the obligation for payment-of legal services provided and costs incurred by the firm.

A client of Komorn Law, PLLC has the responsibility to: (A) obey all orders issued by a court or other tribunal concerning your matter; (B) be candid and truthful with Komorn Law, PLLC and the court or other tribunal; and (C) pay Komorn Law, PLLC as provided by this agreement and any other agreements regarding payment for legal services and expenses.

A client may not: (A) demand that Komorn Law, PLLC use offensive tactics or treat anyone involved in the legal process with anything but courtesy and consideration; (B) demand any assistance which violates the Rules of Professional Conduct; or (C) pursue or insist upon a course of action which Komorn Law, PLLC reasonably believes to be illegal, fraudulent, offensive or unwise. Komorn Law, PLLC may terminate this agreement for reasons permitted under the Rules

of Professional Conduct.

OBLIGATIONS OF A LAWYER

All lawyers are required to observe and uphold the law, including applicable court rules; and are governed by Rules of Professional Conduct that pertain to our relationship with a client, with third persons, other professionals and the courts. All of these laws and rules apply to our representation of you, and we welcome your inquiry about them.

WHAT CLIENT WILL EXPECT FROM KOMORN LAW

Komorn Law will counsel client and provide such reasonable Legal Services as are necessary. Komorn Law will work diligently on your matter and will promptly and thoroughly keep you informed regarding the progress of your matter. We will send you copies of all correspondence sent on your behalf, copies of all documents filed on your behalf and copies of all documents received from other parties.

We cannot guarantee the outcome of your matter. We will advise you of the recommended technical and legal tactical issues as they arise so that you may continue to evaluate whether and how you wish to continue the legal representation. However, lawyers are subject to independent ethical obligations and a lawyer is not obligated to pursue objectives or employ means simply because you may wish that the lawyer do so, especially if the lawyer would be violating another duty by pursuing the requested action.

Generally, the information you give to our firm is subject to the attorney-client privilege. However, lawyers are sometimes under an independent ethical duty to reveal privileged information, such as illegal or fraudulent acts committed by clients in the course of the attorney client relationship, the intention of the client to commit a crime or when the lawyer is required to divulge the information by law or court order.

You should expect to be treated with respect and courtesy from all members of the firm and you should promptly inform us of any failure on our part to meet this expectation.

WHAT KOMORN LAW WILL EXPECT FROM CLIENT

In order for a lawyer-client relationship to work effectively, Client must be truthful in all discussions with us, even if, and especially when, you think the information is hurtful to you. In order to help Client, we need to have all information in a timely manner. If we are missing part of the picture, we cannot effectively counsel you.

Another important aspect of a successful lawyer client relationship is that you pay the attorney fees in full and in a timely and consistent manner. If you have questions about the bill or our services during the representation, I expect that you will bring this to my attention upon receipt of the bill. We cannot address your concern if we are unaware there is a problem.

We expect that you will treat with respect and courtesy all members of the firm. Client agrees to tell Komorn Law the truth, to cooperate with the firm, to keep the firm informed of any developments that are relevant to the case, to faithfully comply with this agreement, to pay attorney fees on time, and to keep Komorn Law advised of Client's address and telephone number and any changes of such address or telephone number.

WHOM WE REPRESENT

The person or entity whom we represent is the person or entity identified in our engagement letter and does not include any affiliates or related parties of such person or entity, such as parent companies, subsidiaries, sibling entities, and/or other affiliates; or employees, officers, directors, shareholders of a corporation, partners of a partnership, members of an association or limited liability company, and/or other constituents of a named client unless our engagement letter expressly provides otherwise.

THE SCOPE OF OUR WORK

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guaranteed. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. Your obligation to pay our fees as provided in this letter is not in any way contingent upon a result or results in the matter.

Our attorney-client relationship will be considered ended upon the earliest of (a) our completion of services in the matter(s) for which you have engaged us, (b) notification by you to us that you desire to terminate such services, or (c) notification by Komorn Law, PLLC of termination of our attorney-client relationship.

WHO WILL PROVIDE THE LEGAL SERVICES?

Customarily, each client of Komorn Law, PLLC is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on an efficient and timely basis.

PRESERVATION OF EVIDENCE AND COMMUNICATION PROTOCOL IN LITIGATED MATTERS

All evidence of any nature that is arguably relevant to this matter, including but not limited to documents (whether hard copy or electronic) and other physical evidence, must be preserved. Moreover, scheduled routine destruction of any stored records (whether hard copy or electronic) must be suspended immediately until after this matter is concluded. Failure to do so may result in sanctions by a court or tribunal.

In order to preserve the attorney-client privilege that attaches to our communications, it is important that all future oral communications about this matter occur only in the presence of a Komorn Law attorney. Further, all written communications about the matter should be directed to a Komorn Law attorney. You recognize that, while convenient and sometimes necessary, communications transmitted by internet, mobile and other electronic means may not be entirely secure. Therefore, in

communicating by such means you accept the risks that such communications may not be protected by the attorney-client privilege, and we agree that no party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any such communications due to any reason beyond that party's reasonable control.

APPEALS AND OTHER PROCEEDINGS

Komorn Law's representation is limited to the specifically articulated services found within the accompanying engagement letter or engagement agreement, as referenced therein, only, and specifically does not include representing you in any other matters that are not specifically articulated and found within the accompanying engagement letter or engagement agreement, as referenced therein, outlining the specific terms of the intended services. That further, specifically your matter does not include any interlocutory appeals, post-conviction matters, retrial, appellate proceedings, or administrative hearing. Specifically, NOT INCLUDED are any appearances, for any appeals. In any circumstances of representation in a criminal matter, a dismissal of your charges for any reason that results in future refile of the same or related charges requires a new separate agreement. A separate engagement agreement must be entered into if you wish for Komorn Law to represent you in an appeal or other related proceedings. Any other legal services not articulated specifically in the engagement letter or the engagement agreement, will require a separate engagement agreement to be entered into if you wish for Komorn Law to represent you in any other matters. Komorn Law reserves the right to decline future requests for representation without explanation.

WITHDRAWAL

Komorn Law may withdraw from the case with Client's consent or without Client's consent for good cause, such as failure to comply with Client's duties as outlined in this document, refusal to pay attorney's fees, costs and expenses, failure to follow Komorn Law advice on any matter material to Client's case, a breakdown in communication, or if circumstances arise that would render Komorn Law continuing representation unlawful or unethical.

Discontinuing the representation does not affect your responsibility to pay for the legal services rendered and the costs incurred up to the date of termination. termination of legal service does not and will not cause the Non-Refundable and Earned When Received Attorney fees to be returned.

On the termination of Komorn Law services, either by Client or by Komorn Law, all unpaid charges shall immediately become due and payable to Komorn Law. Komorn Law will likewise deliver to Client all property of Client in the firm's possession, and records related to the case, except those subject to any lien.

TERMINATION

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs and internal charges incurred before termination and in connection with an orderly transition of the matter.

The Rules of Professional Conduct list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including, for example: persistence in a course of conduct which we reasonably believe to be criminal or fraudulent, insistence upon pursuing an

objective which we consider to be repugnant or imprudent, failure of a substantial nature to fulfill an obligation after reasonable warning that it will result in our withdrawal, or other good cause.

This Standard Terms of Engagement for Legal Services is being sent to you in conjunction with an engagement letter or engagement agreement. It is imperative that you let Komorn Law, PLLC know immediately if you have any questions, comments or concerns regarding the contents either. If Komorn Law, PLLC does not receive any questions, comments or concerns regarding this Standard Terms of Engagement for Legal Services and any accompanying documents, to wit the engagement letter or engagement agreement, it will be understood that client agrees to the terms therein.

DETERMINATION OF FEES

Komorn Law PLLC utilizes different scenarios when setting attorney fees for legal services and will depend upon the type of representation or matter. Those different scenarios, by which attorney fees are set, include but are not limited to the following:

1. Hourly Billing;
2. Fixed Fee Billing;
3. Modified Fixed Fee/Hourly Billing combination; and
4. Other
 - a. Platinum Protection Plan
 - b. Investigation / Pre Arrest/ Pre-Charge/ Pre-Complaint (Forfeiture) Engagement Fee.

The “Engagement Agreement/Engagement Letter” should be read in conjunction with this document, the “Standard Terms of Engagement for Legal Services” document. This “Standard Terms of Engagement for Legal Services” and the “Engagement Agreement/Engagement Letter” is intended to clarify the attorney-client relationship between Komorn Law, PLLC and Client.

The “Engagement Agreement/Engagement Letter” is intended to specify the terms of engagement, the amount of attorney fees required to secure representation, the method or terms of attorney fee’s payments and the type of engagement or agreement between Komorn Law, PLLC and Client. The “Engagement Agreement/Engagement Letter” shall set forth the attorney fees for legal services as either: (1) Hourly Billing; (2) Fixed Fee Billing; (3) Modified Fixed Fee/Hourly Billing combination; or (4) Other.

The intention of the “Engagement Agreement/Engagement Letter” is to try to specify in more certainty the scope of legal service Komorn Law, PLLC will be providing to client. The “Engagement Agreement/Engagement Letter” should be read in conjunction with this document, the “Standard Terms of Engagement for Legal Services” document. It is imperative that you review the “Engagement Agreement/Engagement Letter” carefully and contact us promptly if you have any questions comments or concerns. Likewise, if you have any questions, comments or concerns regarding any of the applicable and relevant terms outlined herein the “Standard Terms of Engagement for Legal Services” document, please contact us immediately.

This “Standard Terms of Engagement for Legal Services,” sets forth where applicable the terms of engagement and representation, relative to the determined method of payment for attorney fees.

Any other relevant terms or conditions of representation not stated within the “Engagement Agreement/Engagement Letter” can be found within this “Standard Terms of Engagement for Legal Services,” document. Any other relevant terms or conditions of representation not stated within the “Engagement Agreement/Engagement Letter” will be determined by the method of payments agreed to between Komorn Law, PLLC and Client and articulated within the “Engagement Agreement/Engagement Letter.” Any other relevant terms or conditions of representation not stated within the “Engagement Agreement/Engagement Letter” found within this “Standard Terms of Engagement for Legal Services,” document is determined by whether the agreed to legal services and out articulated within the “Engagement Agreement/Engagement Letter” are to be billed as either: (1) Hourly Billing; (2) Fixed Fee Billing; (3) Modified Fixed Fee/Hourly Billing combination or; (4) Other. As outlined in this “Standard Terms of Engagement for Legal Services”, document and referenced below any other relevant terms or conditions of representation not stated within the “Engagement Agreement/Engagement Letter” are only to the relevant specific type or method of payment for attorney fees. For example, the terms stated herein associated with hourly billing are irrelevant to any engagement agreements for flat fee terms. Some of the terms and conditions outlined herein are specific to the methods of payment for attorney fees and will be identified in those situations. Any other terms and conditions not associated with a specific method of payment for attorney fees, are intended for all other terms of representation between Komorn Law, PLLC and Client.

Among the factors we consider when determining appropriate Attorney fees, are the resources and staffing of the matter, nature of legal services and whether the terms of engagement are either; (1) Hourly Billing; (2) Fixed Fee Billing; (3) Modified Fixed Fee/Hourly Billing combination or; (4) Other and also include but are not limited to the following:

- The novelty and complexity of the issues presented, and the skill required to perform the legal services;
- The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- The nature and length of the professional relationship with the client;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount involved and the results obtained;
- The time limitations imposed by the client or by the circumstances;
- The time constraints imposed by you as our client and other circumstances related to the matter, a deadline or time line for the filing of a legal document application or other or such as an emergency closing, the need for injunctive relief from court, or substantial

disruption of other office business.

- Within this firm's area of practice it is not uncommon for the existing and understood circumstances and strategy of representation in the matter require frequent re-assessments and re-analysis caused by legislative amendments, case law, administrative rules and the developing jurisprudence in this area of law.
- The experience, reputation, and ability of the lawyer or lawyers performing the services; and
- The amount of money or value of property involved;
- Whether the fee is fixed or flat fee or a combination or both, or a contingent fee.
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business.
- The experience, reputation and expertise of the lawyers performing the services.

COSTS AND EXPENSES

If the terms of our engagement for legal services are based upon a Fixed Fee, a Billable Hourly Rate, a Modified Fixed Fee and Billable Hourly combination or Other, Komorn Law PLLC reserves the right to charge additional costs and expenses, as set forth herein.

ADDITIONAL COSTS AND EXPENSES

In representing you, we may incur out of pocket costs for items such as copies of needed documents, long distance telephone charges, and court reporter fees. These costs are the responsibility of Client.

Client agrees to pay for costs and expenses incurred in connections with Client's matters, in addition to the attorney's fees, such as fees fixed by law or assessed by courts and other agencies, filing fees, process server's fees, long distance telephone calls, messenger fees, delivery fees, postage, parking, highway and bridge tolls, photocopying and other reproduction costs, fax transmission costs, charges for computer research time, and other similar items. All costs and expenses will be charged at Komorn Law's cost.

Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Komorn Law's personnel. Client also agrees to pay for the time Komorn Law's personnel spend traveling.

In the event it becomes necessary to hire experts, consultants, or investigators, Client agrees to pay their fees, costs and charges.

Rescheduling fees: At times, Client's meetings, Court proceedings and or administrative proceedings with Komorn Law or other parties may get rescheduled because of circumstances out of the control of Komorn Law. From time to time matters are adjourned through no fault of the undersigned.

Unfortunately, it is impossible to factor this into this agreement and the aforementioned fees that are impacted by such adjournments. It is our experience that in some situations or matters, the adjournment will occur only after considerable preparation and even as late as the day of the proceeding. While the undersigned will make all reasonable efforts to avoid adjournments and duplication of efforts, Client understands and agrees that the undersigned has the discretion to charge for these legal services consistent with the terms contained within this agreement, or the reasonable rate for the preparation involved in matters that are ultimately adjourned through no fault of the undersigned. Such charge will be calculated as the hourly rate as stated herein and be multiplied by the hours of work actually performed. An additional fee will be owed for any rescheduled meeting that is not the fault of Komorn Law.

We frequently incur and/or pay on behalf of our clients a variety of expenses arising in connection with legal services. These expenses include charges made by courts, other government agencies, and service vendors. You authorize us to incur such charges on your behalf, and agree to reimburse Komorn Law, PLLC to the extent we pay these charges on your behalf. You also authorize us to incur on your behalf expenses incidental to the representation, including but not limited to deposition and transcript costs; witness fees; travel expenses; charges of outside experts and consultants; and other legal counsel fees. You agree that you will be solely responsible for such expenses and that Komorn Law, PLLC will not be responsible for such expenses. We will usually advance expenses up to \$100, and require that our clients directly pay, or deposit with us funds to pay, expenses exceeding \$100.

Komorn Law, PLLC, depending on the complexity and duration of your matter, reserves the right to charge for internal costs and expenses. These types of internal costs and expenses may include but are not limited to the following examples: copying, third party charges for research, experts, consultants, faxes, employee overtime, mailing, and the like. Should the circumstances warrant the charging of these internal costs and expenses, they will be listed and or itemized on the monthly bill, along with any other work that has been performed on your matter.

FILES AND OTHER MATERIALS

Komorn Law, PLLC is providing you notice that we will not keep hard copy files longer than 12 months. All of your original client materials will be returned to you upon request or you will have an opportunity to retrieve your original client materials, immediately upon the conclusion of the representation, and up to one year thereafter. Komorn Law, PLLC is providing you notice that if you do not pick up your original client materials within 12 months of the conclusion of services or representation the hard copy files may be destroyed without further notice to you. Komorn Law, PLLC will keep a record of your file and contents of your matter in an electronic version no longer than 5 years. No other notice regarding storage of your files will be provided.

You are entitled to a copy of your file, not including the attorneys' and legal assistants' personal notes and memoranda, at a charge of per page copy costs in addition to a retrieval fee. Please note that we reserve the right to maintain the closed file in an electronic format, only, and to destroy the hard copy of the file 12 months after the conclusion of your case.

Files generated in the matter will be retained by Komorn Law, PLLC as outlined above, and thereafter may be retained or destroyed. Matter files to which you are given access may be

reproduced at your request and at your expense. We reserve the right to make and retain copies of all documents generated or received by us in connection with the matter. After our engagement in this matter ends, upon your request and at your expense we will return any property you have entrusted to us, unless there is a balance on your account. If there is a balance on year account, Komorn Law, PLLC will assert a retaining lien on such property to the extent allowed by law. If you have not requested return of such property within a reasonable time after our engagement in the matter ends, we may retain or destroy such property at our discretion.

ARBITRATION

Client and Komorn Law hereby agree to submit any and all disputes arising out of Komorn Law's representation of Client to binding arbitration before a single arbitrator mutually agreeable to Client and Komorn Law, who shall be empowered to rule on all issues of fact and law. The conduct of any arbitration proceeding shall be pursuant to the rules of the American Arbitration Association. The prevailing party in any arbitration arising out of Komorn Law's representation of Client shall be entitled to recover from the other all costs, including reasonable attorney's fees incurred in the arbitration process.

ASSIGNMENT OF RIGHTS

The rights of each party under this agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

Our invoices will report the hours and rates for attorneys and other professionals on the matter, and describe the work performed. Unless otherwise provided in our engagement letter, we will provide you with a bill on a monthly basis. Payment is due on receipt. Any balance unpaid after 30 days of the date of the invoice shall accrue interest at the rate of seven percent (7%) per annum. Payments shall be applied first to costs and expenses, then to accrued interest, if any, and then to the unpaid fees.

We will give you notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. We may also request permission of any court in which we have filed an appearance on your behalf to allow us to withdraw as your counsel, and you agree that non-payment of our fees is a valid basis for our request to so withdraw. To the extent collection of your account becomes necessary, you agree that, in addition to any unpaid balance and interest thereon, we will be entitled to recover all costs and expenses of collection, including reasonable attorney fees.

Once work has been started, we will submit to you monthly invoices itemizing the work performed. Such hours shall be deducted from your initial payment each month. Once your account reaches a balance of **\$3,000**, Komorn Law, PLLC reserves the right to discontinue services until your account has been brought up to the original required initial payment. Komorn Law, PLLC reserves the right to perform an analysis of where we are in the representation of your matter and attempt to determine how

many hours will be needed to complete the scope of services. At that time, you will be required to deposit additional monies for services to complete the licensing application process (amount to be determined). Komorn Law, PLLC reserves the right to discontinue services until this determined amount has been paid and deposited into your client account. We will send you notification accordingly. If such a request is made and your account is taken to a zero balance, we will not be able to complete any further work until you have replenished your account accordingly. Any of the Legal Services provided for Komorn Law, PLLC does not guarantee any outcome.

SCOPE OF SERVICES

Who will work on your matter?

I, Michael Komorn of Komorn Law, will be the attorney responsible for your matter. For efficiency purposes, I may delegate work to other lawyers or legal assistants.

HOURLY BILLING ENGAGEMENT AGREEMENT

I. Scope of Services

The specific This Standard Terms of Engagement for Legal Services, is provided to you in conjunction with the “Standard Terms of Engagement for Legal Services”, document. Unless our engagement letter provides otherwise, our fees will be charged on an hourly basis, *i.e.*, time expended multiplied by the hourly rates of our lawyers and other professionals.

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in tenths of an hour.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible we will respond to your request by furnishing an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

If the terms of our engagement for legal services are based upon an hourly billing arrangement, the fees at Komorn Law, PLLC will be billed as follows: Michael’s hourly fee is \$180.00 per hour.

II. Retainer and Trust Deposits

Clients of Komorn Law, PLLC are commonly asked to deposit a retainer with a firm. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. While the retainer is on deposit, you grant us a security interest in such funds. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you.

Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you will be placed in a trust account for your benefit. Your deposit will be placed in a pooled account unless you request a segregated account. By law, interest earned on the pooled account is payable to a charitable foundation. Interest earned on a segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

MUNICIPAL REPRESENTATION FEE

Komorn Law, PLLC reserves the right to charge the following additional fees when services call for ongoing investigation, research, analysis and representation regarding State and or Local Licenses or Approval. It is understood that Komorn Law, PLLC, is expected to be informed of any all statutory and or case law that effect client's interest. It is understood that Komorn Law, PLLC, is expected to be informed of these changes in the law or legal updates including administrative rules, or any that may impact the best interest of client, the representation in the matter or the services expected of Komorn Law, PLLC.

It is understood that there is currently ongoing changes in the law, legal updates, legislative changes, administrative actions and developments in regards to municipal laws, and or a specific locations (sought after or desirable to client), as well as frequent or continuous updates to existing rules and regulations, and the implementation of new rules and regulations.

To the extent possible Komorn Law, PLLC, and with the best interest of the Client, will keep apprised of and keep client informed of these foreseen legal updates, legislative changes, administrative actions and developments in regards to State Law, as well as frequent or continuous updates to existing rules and regulations, and the implementation of new rules and regulations as updated at the Local Level.

STATE REPRESENTATION FEE

Komorn Law, PLLC reserves the right to charge the below listed additional fees when the legal services engaged for call for ongoing investigation, ongoing research, ongoing analysis and continued representation regarding State and or Local Licenses or Approval. It is understood that Komorn Law, PLLC, is expected to be informed of any all statutory and or case law that effect client's interest. It is understood that Komorn Law, PLLC, is expected to be informed of these changes in the law or legal updates including administrative rules, or any that may impact the best interest of client, the representation in the matter or the services expected of Komorn Law, PLLC.

It is understood that there are currently ongoing changes in the law, legal updates, legislative changes, administrative actions and developments in regards to State Law as well as frequent or continuous updates to existing rules and regulations, and the implementation of new rules and regulations generally

at both the State and Local Level.

To the extent possible Komorn Law, PLLC, and with the best interest of the Client, will keep apprised of and keep client informed of these foreseen legal updates, legislative changes, administrative actions and developments in regards to State Law, as well as frequent or continuous updates to existing rules and regulations, and the implementation of new rules and regulations as updated at the State Level.

Accordingly, Komorn Law, PLLC reserved the right to charge an ongoing monthly fee in the amount of \$500.00, for matters that involve State Representation as outlined within this section (Representation Regarding Legal Services for State or Local License or Approval - State Representation) of the Komorn Law, PLLC Standard Terms of Engagement for Legal Services. Komorn Law, PLLC reserves the right to charge this 500.00 attorney fee for the aforementioned services and when doing so will bill Client monthly from the retainer paid for work on your matter. You will be notified in your monthly billing statement for these charges, should they be billed.

HOURLY BILLING ENGAGEMENT FEE

If the terms of our engagement for legal services are based upon an hourly billing arrangement, the fees at Komorn Law, PLLC will be billed as follows: Michael's hourly fee is \$180.00 per hour.

MODIFIED FIXED FEE AND HOURLY ENGAGEMENT FEE

If the terms of our engagement for legal services are based upon a Modified Fixed Fee and Hourly Engagement Fee, the Fixed Fee will be specified in the adjoining Engagement Letter and or Engagement Agreement. The Fixed Fee portion of the agreement is Non-Refundable and Earned upon Receipt (see below) and the hourly billing arrangement at Komorn Law, PLLC will be billed as follows: Michael's hourly fee of \$180.00 per hour.

FIXED FEE ENGAGEMENT FEE

If the terms of our engagement for legal services are based upon a Fixed Fee. The Fixed Fee will be specified in the adjoining Engagement Letter and or Engagement Agreement. Komorn Law is accepted and committed to representing you for the services described herein. If the terms of our engagement for legal services are based upon a Fixed Fee, then **All Attorney Fees are Non-Refundable and Earned upon Receipt.**

The non-refundable earned upon receipt attorney fees secure representation by Komorn Law PLLC, in your matter. This Non-Refundable engagement fee is earned when received, and does not include any other Legal Services, trials, or appeals, or any other legal representation, all of which at Client's election would require a new agreement and additional payments of fees not outlined within this document. It is understood that if Client chooses any of these or other Legal Services, a separate fee must be paid and a new written agreement entered into prior to those Legal Services being performed. Client agrees to pay in full Komorn Law the elected ATTORNEY FEES upon the signing of this Contract.

The Engagement Fee in this Matter is a Fixed Fee. The Engagement Fee in this matter is for Legal Services that are described within this agreement. Any other Legal Services requested or desired that are not described within this agreement, will only commence upon the signing of another engagement agreement, entered into by both parties.

Please note that the Engagement Fee payment is not refundable, and payment is considered earned upon receipt. For this reason, if the terms of our engagement for legal services are based upon a Fixed Fee, then Komorn Law PLLC, will not be billing hourly, and client should not expect a monthly invoice, or record of or for billing.

INVESTIGATION/ PRE ARREST/ PRE-CHARGE/ PRE-COMPLAINT (FORFEITURE)
ENGAGEMENT FEE

Investigation/ Pre Arrest/ Pre-Charge/ Pre-Complaint (Forfeiture) Engagement Fees are a Fixed Fee Engagement Fee and are Non-Refundable and Earned Upon Receipt.

One of the Attorney Services offered by Komorn Law PLLC, is called the Investigation / Pre Arrest/ Pre-Charge/ Pre-Complaint (Forfeiture) Engagement Fee. The intent of said attorney services is to assist client in provide representation in circumstances when there is not a pending matter, but one is anticipated, or trying to be avoided.

If you are engaging Komorn Law PLLC, for the services related to the Investigation / Pre Arrest/ Pre-Charge/ Pre-Complaint (Forfeiture) Engagement Fee, then the accompanying Engagement Letter/ Engagement Agreement, will specifically articulate this, as well as the specific terms and conditions related to that representation. Specifically, contained within this Standard Terms of Engagement for Legal Services document, are the limitations of representation when representation involves Investigation / Pre Arrest/ Pre-Charge/ Pre-Complaint (Forfeiture). Specifically unless stated otherwise the representation for said matters is specifically limited to Investigation / Pre Arrest/ Pre-Charge/ Pre-Complaint (Forfeiture) and no other legal services should be expected. It should be understood that any representation in a Investigation / Pre Arrest/ Pre-Charge/ Pre-Complaint (Forfeiture) matter is limited exclusively to the circumstances of that matter, and no other representation or legal services should be expected by Client.

It should be understood attorney services related to Investigation / Pre Arrest/ Pre-Charge/ Pre-Complaint (Forfeiture) are the limited term of said representation, the limited time length of the Investigation / Pre Arrest/ Pre-Charge/ Pre-Complaint (Forfeiture), and the limited services related to the limited representation for Investigation / Pre Arrest/ Pre-Charge/ Pre-Complaint (Forfeiture). The engagement fee for attorney services is for Investigation / Pre Arrest/ Pre-Charge/ Pre-Complaint (Forfeiture) Engagement Fee, the limits of representation, including but not limited to the limited term, the limited time length of time for said services of time that said services will be provided and how much the attorney fees will be, in order to engage Komorn Law PLLC for this purpose.

Additionally, the accompanying Engagement Letter/ Engagement Agreement will set forth, that the engagement fee for attorney services is for Investigation / Pre Arrest/ Pre-Charge/ Pre-Complaint (Forfeiture) Engagement Fee, the limits of representation, including but not limited to the limited term, the limited time length of time for said services and how much the attorney fees will be, in order to engage Komorn Law PLLC for this purpose.

PLATINUM PROTECTION PLAN

Platinum Protection Plan is a Fixed Fee Engagement Fee and are Non-Refundable and Earned Upon Receipt.

One of the Services offered by Komorn Law PLLC, is called the Platinum Protection Plan. The intent of said attorney services is to assist client in the conformity of the existing laws relating to the cannabis sativa L plant, including hemp, marijuana, marihuana, and plants of the same phylum and species.

If you are engaging Komorn Law PLLC, for the services related to the Platinum Protection Plan, then the accompanying Engagement Letter/ Engagement Agreement, will specifically articulate this, as well as the specific terms and conditions related to that representation. Specifically, the accompanying Engagement Letter/ Engagement Agreement will set forth, that the engagement for services is for the Platinum Protection attorney services, the length of time that said services will be provided and how much the attorney fees will be, in order to engage Komorn Law PLLC for this purpose.

The Payment of the Engagement Fee for these attorney services (The Platinum Protection Plan), are Non-Refundable and earned upon receipt. The accompanying Engagement Letter/ Engagement Agreement will set forth, that the engagement for services is for the Platinum Protection attorney services, the length of time that said services will be provided and how much the attorney fees will be, but generally the terms of these attorney services are for one (1) year.

Services included are: phone calls, office meetings, on site meetings, emergency phone calls, annual and ongoing compliance counseling or audit, assessment of practices and recommendations for immunity, on-site inspection and report identifying and advising of possible liabilities and assisting in perfecting any possible affirmative defenses pursuant to Section 8 of the MMMA. The Legal Services associated with representation are limited to advice and counsel associated with client intentions to conform to the existing laws related to the cannabis sativa L plant. The Legal Services associated with representation are to assist client in the conformity of the existing laws relating to the cannabis sativa L plant, including hemp, marijuana, marihuana, and plants of the same phylum and species.

Relevant statutes, administrative rules and Laws relevant to said services include but are not limited to MMMA's immunity provisions outlined in Section 4 of the MMMA.

The Legal Services associated with representation are intended to provide protection and prevent law enforcement encounters. The Legal Services associated with representation are intended to reinforce for client the protections of immunity from arrest, prosecution and penalty of any kind, as set forth in Section 4 of the MMMA. Representation does not include, services beyond the scope of services set forth herein.

Representation and the services outlined in this agreement do not include representation for any allegations of criminal conduct. In the event that allegations of criminal conduct occur, representation in that matter will only commence upon a separate agreement being signed by the parties.

Specifically excluded from this agreement are the following services: pre-arrest investigation, assistance with forfeiture (does not include Legal Services after complaint is filed), and any limited appearance for Arraignment on the Complaint or Warrant. In the event of allegations of criminal charges or should client desire any other Legal Services not specified within this agreement, a separate fee must be paid and a new written agreement entered into prior to those Legal Services being

performed.

Please note that the Engagement Fee payment is not refundable, and payment is considered earned upon receipt.

OTHER CRIMINAL OR CIVIL REPRESENTATION

If the terms of our engagement for legal services are based upon a Fixed Fee, the Attorney Fees in this matter are Non-Refundable and Earned upon Receipt.

Fees detailed above include advice, counsel, and Legal Services pertaining to the above-mentioned services only and do NOT include standard criminal defense representation.

The Fees detailed above do not include any Legal Services in any Court, specifically any appearances, motions, hearings, appeals, or trials, or before any governing or regulatory body.

The fees for those services are unable to be determined at this time, and retaining Komorn Law as representation requires a new separate agreement.

EFFECTIVE TIME OF AGREEMENT

If the terms of our engagement for legal services are based upon a Fixed Fee, the Engagement Fee for Legal Services in this matter is Non-Refundable and earned upon receipt of the payment.

This agreement shall take effect on its execution by the parties and upon payment of the All Attorney Fees. The Attorney Fees are Non-Refundable and Earned upon Receipt. Please note that the aforementioned engagement fee is not refundable, and payment is considered earned upon receipt.

DISCLAIMER OF GUARANTEE

Komorn Law will use its best efforts in representing Client but makes no promises or guarantees regarding the outcome of Client's case. Komorn Law's comments regarding the outcome of the case are mere expressions of opinion. Neither does Komorn Law guarantee any time frame within which Client's case will be resolved.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

Komorn Law appreciates the opportunity to be your representative in this important matter. We look forward to working with you.



Resolution No. 2022-019
January 25, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

"An ordinance to allow Ducks and Drakes in the City" to amend Section 14-5 of the Ypsilanti City code to allow ducks and drakes in the City be approved on Second and Final Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 25 day of January 2022

#Resolution No. 2022-019



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1384**

An ordinance to allow Ducks and Drakes in the City.

1. THE CITY OF YPSILANTI HEREBY ORDAINS that Section 14-5 of the Ypsilanti City Code be amended to allow the keeping of ducks and drakes in the City of Ypsilanti and to read as follows:

Sec. 14-5. Keeping of female chickens (hens) and ducks (male/drake and female/duck).

- (a) Any person who keeps hens in the City of Ypsilanti shall obtain a permit from the city prior to acquiring the hens and pay a permit fee set by city council. This permit shall be kept by the owner and presented upon demand by any city official or police officer. Permits are non-transferable and do not run with the land. A permit may be obtained by any property owner of a property whose principle use is as a single-family or two-family zoned property within the City of Ypsilanti. Permits issued prior to June 1, 2010 will expire on July 1, 2011 and be renewable for two-year periods. Permits shall provide a limited license for the activity, and no vested zoning rights shall arise from said permit issuance.
- (b) Notwithstanding the issuance of a permit by the city, private restrictions on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include, but are not limited to, deed restrictions, condominium master deed restrictions, and covenant deeds. A permit issued to a person whose property is subject to private restrictions that prohibit keeping of hens is void. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.
- (c) A person who keeps or houses hens, ducks, and drakes on his or her property shall comply with the following requirements:
 - (1) Must obtain a permit pursuant to subsection (a) of this section.
 - (2) Keep no more than a total of four fowl, in any combination of hens, ducks, or drakes.
 - (3) The principal use of the person's property must be for a single-family dwelling or two-family dwelling.

- (4) No person shall keep a male chicken (rooster).
- ~~(5) No person shall slaughter any hens, ducks, or drakes on the property described in Sec. 14-5(c)(3) above.~~
- (6) Any person keeping hens, ducks, or drakes shall remain subject to public nuisance animal controls codified in section 14-11 of the Ypsilanti Code of Ordinances.
- (7) The hens, ducks, or drakes shall be provided with a covered enclosure and must be kept in the covered enclosure (flighted species) or a fenced enclosure at all times (flightless species). Fenced enclosures are subject to the provisions of section 122-635, fences and walls, of this Code.
- (8) A person shall keep hens, ducks, or drakes in the backyard only. For this subsection, "backyard" means the portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the single-family or two-family structure and extending to the side lot lines.
- (9) All enclosures for the keeping of hens, ducks, or drakes shall be constructed, repaired and maintained in a manner to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure.
- (10) All feed and other items associated with the keeping of hens, ducks, or drakes that are likely to attract or to become infested shall be so protected so as to prevent rats, mice, or other rodents from gaining access to or coming into contact with them.
- (11) Chicken coops, duck houses, and enclosures shall be at least 20 feet from any residential structure not owned by the permittee unless written permission is granted from the owner of the affected residential structure.
- (d) If the requirements of subsection (c) are not fully complied with, the city may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation.

2. Severability. If any clause, sentence, section, paragraph, or part of this ordinance, or the application thereof to any person, firm, corporation, legal entity, or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not effect, impair, or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations, legal entities, or circumstances by such judgment shall be confined in its operation to the clause, sentence, section, paragraph, or part of this Ordinance thereof directly involved in the case or controversy in which such judgment shall have been rendered and to the person, firm, corporation, legal entity, or circumstances then

and there involved. It is hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid or unconstitutional provisions not have been included in this Ordinance.

3. Repeal. All other Ordinances inconsistent with the provisions of this Ordinance are, to the extent of such inconsistencies, hereby repealed.

4. Savings Clause. The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

5. Copies to be available. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours.

6. Publication and Effective Date. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published according to Section 11.13 of the City Charter. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

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

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published according to Section 11.13 of the City Charter on the _____ day of _____, 2022.

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the _____ day of _____, 2022.

Andrew Hellenga, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____



Resolution No. 2022-020
January 25, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the origin of Black History Month began in 1915, half century after the Thirteen Amendment abolished slavery in the United States; and

WHEREAS, that same year, the Association for the Study of Negro Life and History was founded by historian Carter G. Woodson and minister Jesse E Moorland that recognized achievement by Black Americans and other people of African descent; and

WHEREAS, the Association initiated a national Negro History week in February 1926. Eventually the weeklong recognition led every president since 1976 to designate the month of February as Black History Month; and

WHEREAS, during the month of February, communities nationwide organize various events and celebrations to commemorate Black History; and

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Ypsilanti approves to hold a city-wide observation for Black History. There will be a quarterly webinar that will discuss the history of Blacks within 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 25 day of January 2022

#Resolution No. 2022-020



To: Mayor and City Council

From: Joe Meyers, Director of Economic Development

Date: January 20, 2022

Subject: Renovare Development Proposal for 220 N. Park.

Over the past two years, the city has worked with the developer Renovare, based in Detroit, to develop 220 N. Park. They are looking to develop 40-50 for sale single family and duplex homes. 50% of the units will be sold to people held for people making between 40-120% Area Median Income. These homes will be sold for \$140,000 to \$220,000.

The city has owned the property at 220 N. Park since the 1930s. Over the past 90 years, the site has contained the Boys Club, Girls Club, Boys and Girls Club and eventually being vacant land after the Boys and Girls Club was torn down in 2016. Renovare Development approached the city in 2020 to present a concept of the development. On July 13, 2021, Council approved the concept and authorized staff to enter negotiations on control of the property which Council approved in October 2021.

The developer is requesting a 2.5 million brownfield incentive to clean up contamination along the railroad, install infrastructure, site preparation, site purchase, and provide down payment assistance for purchasers making 40-120% AMI.

This incentive request triggers the Community Benefits Ordinance process. The next steps are as follows:

1. An interested council member (Ward 3 Council Member) needs to be appointed and serve as chair of the community participation meeting. This meeting will be noticed for 30 days. This meeting shall take place no earlier than 6pm.
2. At that meeting applications will be accepted for membership on that CBO committee.
3. Within 15 days of the community participation meeting, City Council will need to appoint the committee with one city council member and 5-8 members of the public with at least three to be appointed from the community participation meeting.

4. The purpose of the meeting is to identify community benefits mutually agreed upon with the developer and make a recommendation with the developer.
5. The committee shall meet at least twice. City council shall act on the recommendation within 15 days of the recommendation.

To begin this process, we need to have an interested councilmember call a community participation meeting in 30 days. Per the Community Benefits ordinance, city staff cannot negotiate the incentive requested prior to sending it through this process. It is our responsibility to gather information and submit that information to the Council and the public.

Board and Commission Application for Reappointment

First Name	Andrew
Last Name	Fanta
Address	
City	Ypsilanti
State	MI
Zip Code	48197-4651
Phone Number	
Email Address	
Board or Commission of Reappointment	Tax. Board of Review
Number of Terms Served	3
Did you hold a Position of Leadership?	Yes
During your time, how did you assist your Board or Commission to achieve its purpose as stated in the enabling legislation?	Yes. The current Board of review consisting of: Mr Craig Hupy, Ms Roberta Andrews and myself work well together and each of us take the CLE classes offered by the State of Michigan. Our assessor can provide information as to both our diligence and sensitivity to the petitioners.
How will you continue to assist your Board or Commission to achieve its purpose if reappointed?	Continue working with Tax Board members. Continue taking CLE classes and engage with Petitioners by actively listening to their concerns.
Number of absences	NONE
If you had over 3 absences in a calendar year please explain? (this information will not be made available to the public)	N/A

Electronic Signature
Agreement

I agree.

Electronic Signature

Andrew. L. Fanta

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Citizen Advisory Boards and Commissions Participation Resume

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name	Craig
Email Address	
Address	
City	Ypsilanti
State	Michigan
Zip Code	48197-4602
Phone Number	
Number of Years in the Community	30
Ward You Live In	2
Education	BS in Civil Engineering
Occupation	Retiring
Employer	Retiring 2/11 from City of Ann Arbor
Are you applying for youth membership?	Field not completed.
Are you registered to vote in the City of Ypsilanti?	Yes

I would like to be considered and could devote sufficient time to serve on the following board or commission:

Review and Tax Assessment Board

Party Affiliation

None

Field not completed.

Why are you interested in serving on these boards/commissions?

I have served on the BOR for about 10 years and believe I bring knowledge, fairness to the BOR

Work/volunteer experience related to the board or commission:

My work in municipal government has interacted with all facets of assessing

I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.

Yes

I hereby certify that all of the information above is true.

Yes

Email not displaying correctly? [View it in your browser.](#)



FY 2021-22 BUDGET CALENDAR

<u>DEADLINE</u>	<u>ACTION</u>	<u>RESPONSIBILITY</u>
January 14, 2022	Preparation of budget calendar	City Manager
January 21, 2022	Distribute budget preparation instructions and forms to department heads	Finance Director
January 25 & February 1, 2022	Conduct city council goal setting and budget priority work sessions	City Council
February 8, 2022	Adoption of resolution providing direction on budget priorities pursuant to Sec. 5.02 of the city charter	City Council
February 5, 2022	Submit preliminary property assessments to Finance Director/Treasurer; submit OPRA property assessment report to Economic Development Director for review and recommendation for corrections	Assessor
February 11, 2022	Submit preliminary General Fund revenue estimates to City Manager	Finance Director
February 11, 2022	Submit departmental budget requests, fee schedules, CIP schedules, and supporting documentation to City Manager and Finance Director/Treasurer	Department Directors
March 1-4, 2022	Meet with department directors to review departmental budget requests	City Manager and Finance Director
March 8-11, 2022	Meet with department directors to review necessary adjustments to departmental budget requests	City Manager and Finance Director
March 21, 2022	Submit final Board of Review property assessment figures to Finance Director/Treasurer	Assessor
April 5, 2022	Schedule city council budget work sessions	City Council
April 15, 2022	Publish public notice of budget, Capital Improvement Program, and Truth-in-Taxation public hearings (at least 2 weeks prior to public hearing) pursuant to Secs. 5.05 and 5.12 of city charter	City Clerk



FY 2021-22 BUDGET CALENDAR

<u>DEADLINE</u>	<u>ACTION</u>	<u>RESPONSIBILITY</u>
April 25-29, 2022	Prepare final proposed budget	City Manager and Finance Director
April 29, 2022	Submit proposed budget and Capital Improvement Plan to City Council per Secs. 5.02 and 5.11 of city charter; schedule budget and Truth-in-Taxation (if necessary) public hearing	City Manager, Finance Director, and City Council
May 10, 2022	Hold public hearing on proposed budget and Capital Improvement Plan pursuant to Secs. 5.05 and 5.12 of city charter	City Council
May 10, 2022	File and make available copy of proposed budget at Office of the City Clerk	Finance Director and City Clerk
May 10, 2022	Courtesy submission of Capital Improvement Program (public structures and improvements only) to Planning Commission pursuant to Sec. 65 of Michigan Planning Enabling Act; approval by commission not required per charter and statute	City Planner and Planning Commission
May 10 – May 20, 2022	Prepare final proposed budget and Capital Improvement Plan	City Manager and Finance Director/Treasurer
May 24, 2022	Adopt Budget pursuant to Sec. 5.05 of city charter	City Council
June 1, 2022	Introduce annual comprehensive city fee schedule resolution	City Council
June 1, 2022	Adopt annual comprehensive city fee schedule	City Council
June 1, 2022	Adopt Capital Improvement Program by resolution pursuant to Sec. 5.12 of city charter	City Council
June 15, 2022	Certification of tax levy to Assessor/County Equalization	Finance Director/Treasurer and Assessor
July 1, 2022	Budget takes effect	



Resolution No. 2022-021
January 25, 2022

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
25 day of January 2022

#Resolution No. 2022-021