



**CITY OF YPSILANTI
CITY COUNCIL REGULAR MEETING
OCTOBER 18, 2022 @ 6:00 PM
EMU STUDENT CENTER BALLROOM
900 OAKWOOD, Ypsilanti, MI 48197**

[VIRTUAL MEETING](#)

Revised 10-18-2022

Page

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

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

V. AGENDA APPROVAL

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

- A. Closed Session to discuss pending litigation - MCL 15.268 (e) Ypsilanti Art Theatre Corp v the City of Ypsilanti
- B. Closed Session to discuss negotiations of a collective bargaining unit - MCL 15.268 (b)

VII. PUBLIC COMMENT (3 MINUTES)

VIII. CONSENT AGENDA

- 4** A. Resolution No. 2022-237, approving the Consent Agenda.
[2022-237 - Pdf](#)
- 5 - 11** B. Resolution No. 2022-238, approving the minutes of October 3, 2022.
[2022-238 - Pdf](#)
- 12 - 20** C. Resolution No. 2022-239, approving the acceptance of Parcel A from the Clark Road Family Limited Dividend Housing Association Limited Partnership and Clark Road Senior Limited Dividend Housing Association Limited Partnership
[2022-239 - Pdf](#)
- 21 - 23** D. Resolution No. 2022-240, designating Director of Public Services Bonnie Wessler as the single Street Administrator of the City of Ypsilanti.
[2022-240 - Pdf](#)

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 24 - 26** A. Resolution No. 2022-241, approving the TPOAM labor contract.
[2022-241 - Pdf](#)
- 27 - 51** B. Resolution No. 2022-242, approving the agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance for the Parkridge Ramps.
[2022-242 - Pdf](#)
- 52 - 76** C. Resolution No. 2022-243, approving the agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance and authorizes for Parkridge Accessibility.
[2022-243 - Pdf](#)
- 77 - 82** D. Resolution No. 2022-244, awarding the Parkridge Park Accessibility Improvements & CDBG Ramp Upgrades contract to GM & Sons.
[2022-244 - Pdf](#)
- E. Discussion regarding Chapter 7 and Associated Zoning Codes with the Planning Commission.
- 83** F. Discussion regarding potential negotiations with the Downtown Development Authority on how Tax Increment Financing (TIF) Revenues can assist in the the reconstruction of the Frog Island Parking Lot.
[Frog Island Resolution DDA](#)

X. BOARD AND COMMISSION - LIAISON REPORTS

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

XI. LIAISON REPORTS

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

XII. COUNCIL PROPOSED BUSINESS

XIII. COMMUNICATIONS FROM THE MAYOR

XIV. COMMUNICATIONS FROM THE CITY MANAGER

XV. PUBLIC COMMENT (3 MINUTES)

XVI. REMARKS FROM THE MAYOR

XVII. ADJOURNMENT

84

- A. Resolution No. 2022-245, adjourning the City Council Meeting.
[2022-245 - Pdf](#)
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



Resolution No. 2022-237
October 18, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2022-238, approving the minutes of the October 4, 2022 City Council Meeting.**
2. **Resolution No. 2022-239, approving the acceptance of Parcel A from the Clark Road Family Limited Dividend Housing Association Limited Partnership and Clark Road Senior Limited Dividend Housing Association Limited Partnership.**
3. **Resolution No. 2022-240, designating Director of Public Services Bonnie Wessler as the single Street Administrator of the City of Ypsilanti.**

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of October 2022

#Resolution No. 2022-237



Resolution No. 2022-238
October 18, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of October 4, 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
18 day of October 2022

#Resolution No. 2022-238



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, October 4, 2022
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, October 4, 2022, at 7:03 PM, in the Council Chambers, with the following members present:

PRESENT: Council Member Jennifer Symanns, Council Member Steven Wilcoxon, Mayor Pro-Tem Nicole Brown, Mayor Lois Richardson, Council Member Annie Somerville, Council Member Brian Jones-Chance, and Council Member Evan Sweet

ABSENT: None

I CALL TO ORDER

The meeting was called to order at 7:03 pm

II ROLL CALL

Police Advisory Commission:

Chair Wolkoff, Commissioner McCormick, Commissioner Hume, Commissioner Mohamed, Commissioner Morgan.

III INVOCATION

IV PLEDGE OF ALLEGIANCE

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

V AGENDA APPROVAL

Mayor Pro-Tem Brown moved, seconded by Council Member Symanns to approve the agenda. The motion carried, and the agenda was approved.

VI PUBLIC COMMENT (3 MINUTES)

Two members of the public spoke

VII PRESENTATIONS

- a) Proclamation for Domestic Violence Awareness Month - Mayor Richardson (Added)
- b) Proclamation in honor of Breast Cancer Awareness Month - Mayor Richardson (added)

VIII PUBLIC HEARINGS

- a) Approving a Class C Liquor License for the Newton of Ypsilanti, located at 220 South Huron, Ypsilanti, MI 48197.
1. Resolution No. 2022-231, determination
 2. Public Hearing
 3. Resolution No. 2022-232, closing the public hearing

Council Member Evan Sweet moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2022-232

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the public hearing to consider the proposed transfer of a Class C license with a Special Permit for Entertainment to 220 South Huron LLC be officially closed.

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

Council Member Evan Sweet moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2022-231

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, 220 South Huron LLC has applied to the City of Ypsilanti and Michigan Liquor Control Commission requesting the following:

Transfer a Class C license and Special Permit for Entertainment, A Class C license, as defined by MCL 436.1107(2), is a place licensed to sell at retail, beer, wine, mixed spirit drink, and spirits for consumption on the premises, at 220 South Huron St, Ypsilanti, MI 48197, Washtenaw County; and

WHEREAS, a public hearing to consider the proposed transfer of a Class C for 220 South Huron LLC was duly noticed and held on October 4, 2022

NOW, THEREFORE, BE IT RESOLVED THAT the request of 220 South Huron LLC for the property located at 220 South Huron Street, Ypsilanti, MI 48197 be approved, contingent on Building Department and Health Department approval.

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

IX RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2022-233, approving the minutes of the September 26th and September 27th City Council Meetings.

Council Member Steven Wilcoxon moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2022-233

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of September 26 and September 27, 2022 be approved.

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

- b) Resolution No. 2022-234, approving a contract with Government Consulting Services Inc. (GCSI).

Council Member Steven Wilcoxon moved, seconded by Council Member Brian Jones-Chance, to amend Resolution No. 2022-234 by adding "subject to the approval of the City Attorney" at the end of the Resolution based on the following added to the contract; provide weekly updates on its activities as well as those of the state legislature, state agencies and the Governor's office that may affect the City, provide quarterly written reports on GCSI's activities as well as those of the state legislature, state agencies and the Governor's office that may affect the City, and attend City Council meetings in person or virtually at least once a quarter.

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

Council Member Brian Jones-Chance moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2022-234 as amended

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the proposed retainer agreement with GCSCI (Governmental Consultant Services, Inc.) sets compensation at \$3,000 per month for professional services beginning October 1, 2022 and commencing to October 1, 2023 for (12) twelve months. The contract will continue thereafter on a month-to-month basis until written notice of termination has been served with ninety (90) days prior notice by either party; and

WHEREAS, GCSCI (Governmental Consultant Services, Inc.) agrees to written monthly reporting to the City Manager of activities and services on behalf of the City of Ypsilanti.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the retainer agreement between the City of Ypsilanti and Governmental

Consultant Services, Inc. and authorizes the Mayor and City Clerk to sign the agreement, subject to the Approval of the City Attorney.

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

- c) Resolution No. 2022-235, approving the closing of City Hall to all business other than that related to the administration of the General Election on November 8, 2022.

Council Member Jennifer Symanns moved, seconded by Council Member Brian Jones-Chance, to approve Resolution No. 2022-235

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS; the Democratic process is the backbone of this country allowing citizens to voice their opinions on both policy and their representation in government; and

WHEREAS; a General Election is scheduled for November 8, 2022, the first Tuesday following the first Monday, as prescribed by law; and

WHEREAS; the City of Ypsilanti understands this is a day of great importance to both citizens of this city, and throughout the country; and

WHEREAS; the City Manager wishes to provide additional staff to aid in the efforts of the Clerk Department to administer a successful election.

NOW THEREFOR BY IT RESOLVED, That the City Council of the City of Ypsilanti, hereby close all City Operations located at City Hall, other than those specific to the administration of the November 8, 2022 General Election, for the purpose of providing additional administrative staff assistance to the Clerk Department.

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

- d) Discussion with the Police Advisory Commission regarding the following topics:
- Search for a new Police Chief
 - Officer engagement with the public
 - Incentives for retention and attraction of Police Officers
 - What are Council's expectations for the Ypsilanti Police Advisory Commission

X BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission. - None
2. Human Relations Commission. - None
3. Arts Commission. - None
4. Parks and Recreation Commission. - None
5. Sustainability Commission. - None
6. Historic District Commission. - None
7. Planning Commission. - None
8. Zoning Board of Appeals - None
9. Bicentennial Committee - None

XI LIAISON REPORTS

1. SEMCOG Update - None
2. Washtenaw Area Transportation Study - Council Member Symanns stated the next meeting will be held on October 20th.
3. Urban County - None
4. Ypsilanti Downtown Development Authority - None
5. Friends of Rutherford Pool - None

XII COUNCIL PROPOSED BUSINESS

a) Sweet

1. Thanked the members of the Police Advisory Commission for their thoughts during the meeting.

b) Somerville

1. None

c) Wilcoxon

1. None

d) Symanns

1. None

e) Jones-Chance

1. Stated that staff and he have been engaged with conversations of Saint Luke's church becoming a nightly warming center. He expressed thanks to Community Development Manager Jacobs for his quick work in creating a memorandum of understanding (MOU).

f) Brown

1. Congratulated DPS Director Wessler for her recent appointment to head the Department of Public Services.

XIII COMMUNICATIONS FROM THE MAYOR

- a)
 1. Thanked Interim Chief Yuchasz and Detective Coppock for their services to the Police Department.
 2. Reported an issue with animals potentially from an overgrown alley and asked that it be cleared.
 3. Reported concerns about lighting at the polling location located at Perry School.

4. Stated there will be a presentation from the Community Violence Intervention Team (CVIT) on Saturday, October 8th from 10am to 1pm.

XIV COMMUNICATIONS FROM THE CITY MANAGER

XV COMMUNICATIONS

- a) October 18, 2022 - City Council and Planning Commission Joint Meeting at the EMU Student Center, 900 Oakwood St, Ballroom

XVI PUBLIC COMMENT (3 MINUTES)

Two members of the public spoke.

XVII REMARKS FROM THE MAYOR

XVIII ADJOURNMENT

- a) Resolution No. 2022-236, adjourning the City Council Meeting.

The meeting adjourned at 9:04 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.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Joe Meyers
DATE: October 18, 2022
SUBJECT: Easement for Clark Rd Property

DESCRIPTION:

Easement for Clark Rd Property

SUMMARY:

In August, City Council agreed to grant an easement of a .39 parcel as the extension of Green Road through the development to Lincoln Avenue Capital pending legal review. In reviewing the survey, it appears that the city only owns half of the road with Lincoln Avenue Capital owning the other half. To ensure that the city owns the entirety of Green Road as we have intended, have agreed to give us their parcel so we can create the easement on the property. It is important that the city own the road to ensure it remains public.

Staff Recommendation: Staff recommends accepting of Parcel A (from parcel 11-11-05-100-006) from Lincoln Avenue Capital to finish the easement process.

ATTACHMENTS: Certificate of Survey, Attachment A, and Legal Description.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-239
October 18, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti owns the property on Clark Rd (11-11-05-100-006) and has been working with Lincoln Avenue Capital to develop 306 units of affordable housing; and

WHEREAS, The City of Ypsilanti has a vested interest in connecting Green Road to Clark Rd based on the city's master plan and zoning ordinance; and

WHEREAS, a .3 acre parcel was found to be owned by Lincoln Avenue Capital that is needed to create the 66 ft Right of Way through the survey process,

WHEREAS, it is important for the city to control the entire parcel that it is granting an easement for.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves accepting Parcel A from Clark Road Family Limited Dividend Housing Association Limited Partnership and Clark Road Senior Limited Dividend Housing Association Limited Partnership to finish the easement for construction of the Green Road Extension.

OFFERED BY: _____

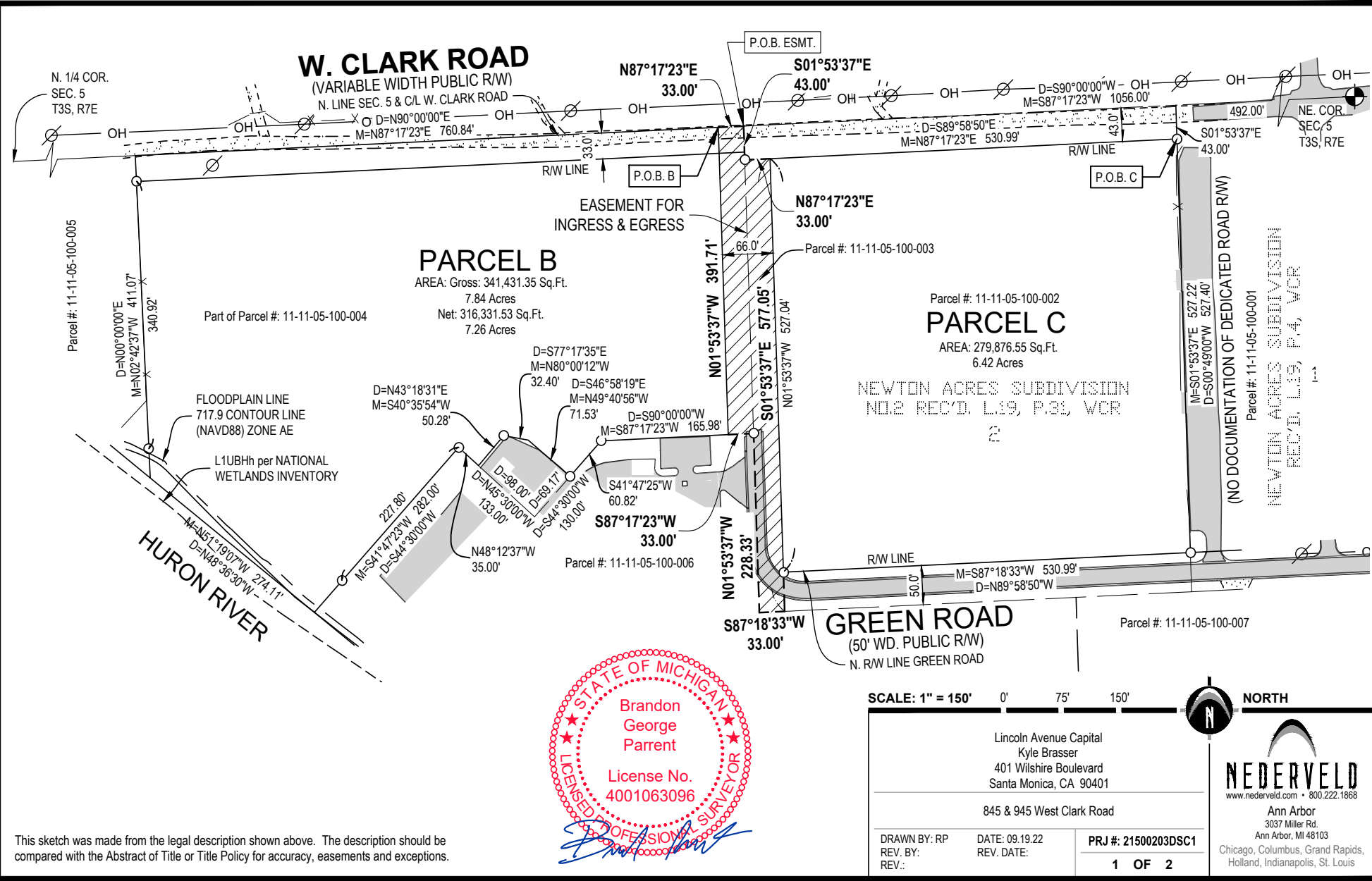
SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of October 2022

#Resolution No. 2022-239

EXHIBIT "A"



PARCEL B DESCRIPTION

Part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, described as: Commencing at the Northeast corner of said Section; thence S87°17'23"W 1089.00 feet along the North line of said Section and the centerline of West Clark Road to the Point of Beginning; thence S01°53'37"E 391.71 feet; thence S87°17'23"W 165.98 feet; thence S41°47'25"W 60.82 feet; thence N49°40'56"W 71.53 feet; thence N80°00'12"W 32.40 feet; thence S40°35'54"W 50.28 feet; thence N48°12'37"W 35.00 feet; thence S41°47'23"W 282.00 feet; thence N51°19'07"W 274.11 feet; thence N02°42'37"W 411.09 feet; thence N87°17'23"E 760.84 feet along said North line to the Point of Beginning. Contains 7.84 acres. Subject to any and all easements, restrictions, West Clark Road right-of-way.

PARCEL C DESCRIPTION

Part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, described as: Commencing at the Northeast corner of said Section; thence S87°17'23"W 492.00 feet along the North line of said Section and the centerline of West Clark Road; thence S01°53'37"E 43.00 feet along the West line of Newton Acres Subdivision as recorded in Liber 19, Pages 4 and 5, Washtenaw County Records to the Point of Beginning; thence continuing S01°53'37"E 527.22 feet along said West line; thence S87°18'33"W 530.99 feet along the North right-of-way line of Green Road; thence N01°53'37"W 527.04 feet; thence N87°17'23"E 530.99 feet along the South right-of-way line of said West Clark Road to the Point of Beginning. Contains 6.42 acres. Subject to any and all easements, restrictions, right-of-way of record.

EASEMENT DESCRIPTION

An easement for Ingress and Egress over part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, described as: Commencing at the Northeast corner of said Section; thence S87°17'23"W 1056.00 feet along the North line of said Section and the centerline of West Clark Road to the Point of Beginning; thence S01°53'37"E 43.00 feet along the West line of Newton Acres Subdivision No. 2 as recorded in Liber 19, Page 31, Washtenaw County Records; thence N87°17'23"E 33.00 feet; thence S01°53'37"E 577.05 feet; thence S87°18'33"W 33.00 feet along the South line of said Newton Acres Subdivision No. 2; thence N01°53'37"W 228.33 feet along said West line; thence S87°17'23"W 33.00 feet; thence N01°53'37"W 391.71 feet; thence N87°17'23"E 33.00 feet along said North line to the Point of Beginning.

BASIS OF BEARING: NAD83 Michigan State Planes, South Zone, International Foot

This sketch was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

LEGEND

- Section Corner
- Iron - Found
- Utility Pole
- OH Overhead Utility
- Fence
- Easement
- Asphalt
- Concrete
- Gravel
- Easement
- M= Measured Dimension
- D= Described Dimension



NO SCALE



NORTH

Lincoln Avenue Capital
Kyle Brasser
401 Wilshire Boulevard
Santa Monica, CA 90401

845 & 945 West Clark Road

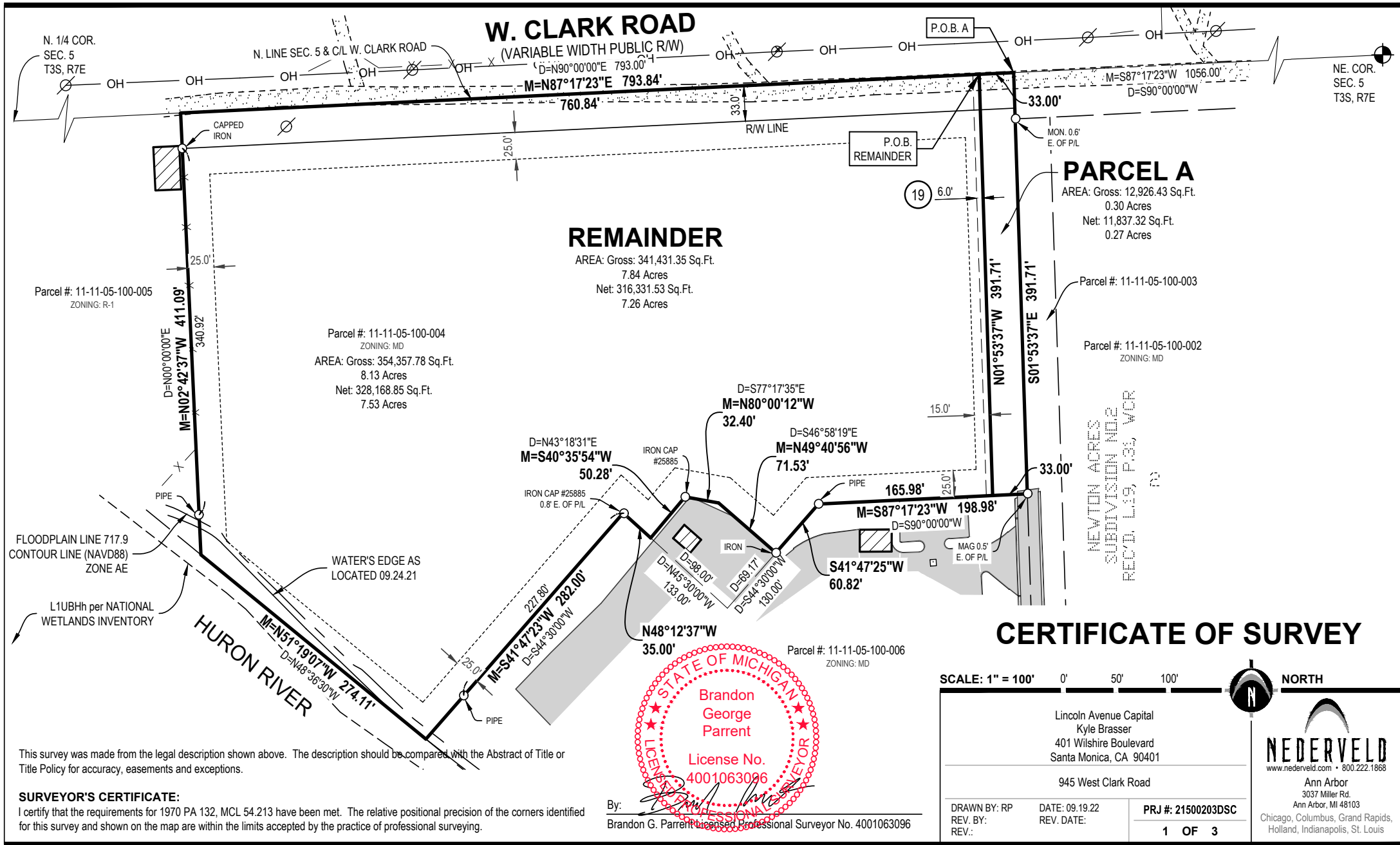
DRAWN BY: RP
REV. BY:
REV.:

DATE: 09.19.22
REV. DATE:

PRJ #: 21500203DSC1
2 OF 2

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TITLE INFORMATION

The Title Description and Schedule B items hereon are from Royal Abstract National LLC (underwritten by Stewart Title Guaranty Company), Commitment No. 53315, dated, July 1, 2022.

TITLE DESCRIPTION

A parcel of Land situated in part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, more particularly described as follows:

Commencing at the Northeast corner of Section 5, Town 3 South, Range 7 East, Thence due West, (along the North line of Section 5, being also known as the approximate centerline of Clark Road), 1056.00 feet to the POINT OF BEGINNING; thence south 0 degrees 49 minutes 00 seconds West, 391.71 feet to a point; thence due West 198.98 feet to a point; thence South 44 degrees 30 minutes 00 seconds West, 130.00 feet to a point; thence North 45 degrees 30 minutes 00 seconds West, 133.00 feet to a point; thence South 44 degrees 30 minutes 00 seconds West, 282.00 feet to a point; thence North 48 degrees 36 minutes 30 seconds West, (along the North bank of the Huron River), 274.11 feet to a point; thence due North (to the North line of Section 5), 411.09 feet to a point; thence due East (along the North line of Section 5), 793.00 feet to the POINT OF BEGINNING.

EXCEPTION THEREFROM THE FOLLOWING:

Part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County Michigan, described as: Commencing at the Northeast corner of said Section 5; thence West along the North line of the Northeast 1/4 of said Section 5, also being the centerline of Clark Road, a distance of 1056.00 feet; thence South 00 degrees 49 minutes 00 seconds West 391.71 feet; thence West 198.98 feet; thence South 44 degrees 30 minutes 00 seconds West 60.83 feet to the POINT OF BEGINNING of the premises here in after described and proceeding thence South 44 degrees 30 minutes 00 seconds West 69.17 feet; thence North 45 degrees 30 minutes 00 seconds 98.00 feet; thence North 43 degrees 18 minutes 31 seconds East 50.28 feet; thence South 77 degrees 17 minutes 35 seconds East 32.40 feet; thence South 46 degrees 58 minutes 19 seconds East 71.53 feet to the POINT OF BEGINNING.

For Information Only: Said premises are known as 945 West Clark Road, Ypsilanti, MI and designated as Tax Parcel No. 11-11-05-100-004.

This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

SURVEYOR'S CERTIFICATE:

I certify that the requirements for 1970 PA 132, MCL 54.213 have been met. The relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of professional surveying.



By: Brandon G. Parrent Licensed Professional Surveyor No. 4001063096

CERTIFICATE OF SURVEY

SCHEDULE B - SECTION II NOTES

- 17 All matters shown on the Plat of Newton Acres Subdivision No. 2 recorded August 1, 1968 in Liber 19 of Plats, Page 31 in the Office of the Washtenaw County, Michigan Register of Deeds. **No platted matters affect the subject property.**
- 18 Terms and conditions of Agreement between Mill Development Company, a Michigan Limited Co-partnership, and The Detroit Edison Company, a New York corporation, dated January 30, 1968, recorded February 13, 1968 in Liber 1234, Page 421 in the Office of the Washtenaw County, Michigan Register of Deeds. **No easements or other plottable items granted by the record document. Agreement affects the entire parcel plus additional land.**
- 19 Right of Way in favor of the Michigan Bell Telephone Company for a 6 foot easement for communication facilities recorded June 21, 1971 in Liber 1361, Page 119 in the Office of the Washtenaw County, Michigan Register of Deeds. **The easement described in this document is shown on this survey.**

AS SURVEYED DESCRIPTION

Part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, described as: Commencing at the Northeast corner of said Section; thence S87°17'23"W 1056.00 feet along the North line of said Section and the centerline of West Clark Road to the Point of Beginning; thence S01°53'37"E 391.71 feet along the West line of Newton Acres Subdivision No. 2 as recorded in Liber 19, Page 31, Washtenaw County Records; thence S87°17'23"W 198.98 feet; thence S41°47'25"W 60.82 feet; thence N49°40'56"W 71.53 feet; thence N80°00'12"W 32.40 feet; thence S40°35'54"W 50.28 feet; thence N48°12'37"W 35.00 feet; thence S41°47'23"W 282.00 feet; thence N51°19'07"W 274.11 feet; thence N02°42'37"W 411.09 feet; thence N87°17'23"E 793.84 feet along said North line to the Point of Beginning. Contains 8.13 acres. Subject to any and all easements, restrictions, West Clark Road right-of-way.

BASIS OF BEARING: NAD83 Michigan State Planes, South Zone, International Foot

NO SCALE

Lincoln Avenue Capital Kyle Brasser 401 Wilshire Boulevard Santa Monica, CA 90401		
945 West Clark Road		
DRAWN BY: RP	DATE: 09.19.22	PRJ #: 21500203DSC
REV. BY:	REV. DATE:	
REV.:		
		2 OF 3



NORTH

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CERTIFICATE OF SURVEY

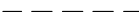
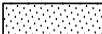
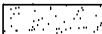
PARCEL A DESCRIPTION

Part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, described as: Commencing at the Northeast corner of said Section; thence S87°17'23"W 1056.00 feet along the North line of said Section and the centerline of West Clark Road to the Point of Beginning; thence S01°53'37"E 391.71 feet along the West line of Newton Acres Subdivision No. 2 as recorded in Liber 19, Page 31, Washtenaw County Records; thence S87°17'23"W 33.00 feet; thence N01°53'37"W 391.71 feet; thence N87°17'23"E 33.00 feet along said North line to the Point of Beginning. Contains 0.30 acres. Subject to any and all easements, restrictions, West Clark Road right-of-way.

REMAINDER DESCRIPTION

Part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, described as: Commencing at the Northeast corner of said Section; thence S87°17'23"W 1089.00 feet along the North line of said Section and the centerline of West Clark Road to the Point of Beginning; thence S01°53'37"E 391.71 feet; thence S87°17'23"W 165.98 feet; thence S41°47'25"W 60.82 feet; thence N49°40'56"W 71.53 feet; thence N80°00'12"W 32.40 feet; thence S40°35'54"W 50.28 feet; thence N48°12'37"W 35.00 feet; thence S41°47'23"W 282.00 feet; thence N51°19'07"W 274.11 feet; thence N02°42'37"W 411.09 feet; thence N87°17'23"E 760.84 feet along said North line to the Point of Beginning. Contains 7.84 acres. Subject to any and all easements, restrictions, West Clark Road right-of-way.

LEGEND

	Section Corner		Easement
	Iron - Set 1/2" X 18" iron rebar with NED Cap		Asphalt
	Iron - Found as noted		Concrete
	Utility Pole		Gravel
	Overhead Utility		Existing Building
	Fence	M=	Measured Dimension
	Zoning Setback	D=	Described Dimension

This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Policy for accuracy, easements and exceptions.

SURVEYOR'S CERTIFICATE:

I certify that the requirements for 1970 PA 132, MCL 54.213 have been met. The relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of professional surveying.

By: 
Brandon G. Parrent Licensed Professional Surveyor No. 4001063096



ZONING INFORMATION

ALTA TABLE "A" ITEM NO. 6(a) - CURRENT ZONING CLASSIFICATION

Zoning of property: MD - Multi-Dwelling

ALTA TABLE "A" ITEM NO. 6(b) - CURRENT ZONING REQUIREMENTS

MD Zoning Requirements

- A) Minimum Lot Area = 6,000 SQ.FT.(Two-family dwelling); 6,000 SQ.FT.(Group living); 8,000 SQ.FT.(Multiple-family); Ratio of Lot Size to Number of Rooms: Total number of rooms in a multiple dwelling structure may not be more than the area of the parcel in square feet divided by 1,400 square feet, exclusive of right-of-way.
- B) Maximum Building Height = 65 FT OR 6 STORIES
- C) Maximum Impervious Surface Lot Coverage = Residential Uses 45%; Non-residential Uses 50%

Setbacks

- A) Front Yard = 25 FT.
- B) Side Yard = 4 FT.; For buildings with more than 6 units, 6 FT.; 25 FT. when abutting an R1 district.
- C) Side Yard Combined = 12 FT., for buildings with more than 6 units = 14 FT.
- D) Street Side Yard = 8 FT.; for buildings with more than 6 units = 15 FT.
- E) Rear Yard = 25 FT.; Distance between buildings 20 FT.

SOURCE OF ZONING INFORMATION: City of Ypsilanti, Michigan Zoning Ordinance Chapter 122

NOTE: This may not be a complete compilation of the zoning regulations governing the subject property, and the City of Ypsilanti, Michigan Zoning Ordinance Chapter 122 should be consulted for the accuracy and completeness of the information shown hereon.

BASIS OF BEARING: NAD83 Michigan State Planes, South Zone, International Foot

NO SCALE

Lincoln Avenue Capital Kyle Brasser 401 Wilshire Boulevard Santa Monica, CA 90401		 NORTH  NEDERVELD www.nederveld.com • 800.222.1868 Ann Arbor 3037 Miller Rd. Ann Arbor, MI 48103 Chicago, Columbus, Grand Rapids, Holland, Indianapolis, St. Louis
945 West Clark Road		
DRAWN BY: RP REV. BY: REV.:	DATE: 09.19.22 REV. DATE:	PRJ #: 21500203DSC 3 OF 3

21500203DSC.dwg RP 9/22/2022 13:12

Parcel A Description (33' x 391.71' Parcel to be conveyed to City for Road Purposes)

Part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, described as: Commencing at the Northeast corner of said Section; thence S87°17'23"W 1056.00 feet along the North line of said Section and the centerline of West Clark Road to the Point of Beginning; thence S01°53'37"E 391.71 feet along the West line of Newton Acres Subdivision No. 2 as recorded in Liber 19, Page 31, Washtenaw County Records; thence S87°17'23"W 33.00 feet; thence N01°53'37"W 391.71 feet; thence N87°17'23"E 33.00 feet along said North line to the Point of Beginning. Contains 0.30 acres.

Subject to any and all easements, restrictions, West Clark Road right-of-way.

Remainder Parcel Description of Land Division

Part of the Northeast 1/4 of Section 5, Town 3 South, Range 7 East, City of Ypsilanti, Washtenaw County, Michigan, described as: Commencing at the Northeast corner of said Section; thence S87°17'23"W 1089.00 feet along the North line of said Section and the centerline of West Clark Road to the Point of Beginning; thence S01°53'37"E 391.71 feet; thence S87°17'23"W 165.98 feet; thence S41°47'25"W 60.82 feet; thence N49°40'56"W 71.53 feet; thence N80°00'12"W 32.40 feet; thence S40°35'54"W 50.28 feet; thence N48°12'37"W 35.00 feet; thence S41°47'23"W 282.00 feet; thence N51°19'07"W 274.11 feet; thence N02°42'37"W 411.09 feet; thence N87°17'23"E 760.84 feet along said North line to the Point of Beginning. Contains 7.84 acres.

Subject to any and all easements, restrictions, West Clark Road right-of-way.

24818394v1



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: October 18, 2022
SUBJECT: MDOT Street Administrator Designation

DESCRIPTION:

MDOT Street Administrator Designation

SUMMARY:

The Michigan Department of Transportation requires that the City designate a Streets Administrator, per Act 51, via a resolution by the legislative body. This has traditionally been the duty of the Director of Public Services. They have helpfully provided a form with a model resolution.

RECOMMENDED ACTION:

Designate the current Director of Public Services as the Streets Administrator.

ATTACHMENTS: MDOT form 2012

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-240
October 18, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

NOW THEREFORE, BE IT RESOLVED, that this Honorable Body designate Bonnie Wessler, Director of the Public Services, as the single Street Administrator for the City of Ypsilanti in all transactions with the State Transportation Department as provided in Section 13 of the Act.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of October 2022

#Resolution No. 2022-240

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

*This information is required by Act 51, P.A. 1951 as amended. Failure
to supply this information will result in funds being withheld.*

MAIL TO: Michigan Department of Transportation, Financial Operations
Division, P.O. Box 30050, Lansing, MI 48909.
or Fax to: (517) 335-1828

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal
working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner _____
offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate _____

_____ as the single Street Administrator for the City or Village of

_____ in all transactions with the State Transportation Department

as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner _____

Yeas _____

Nays _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting
of the governing body of this municipality on the _____ day of

CITY OR VILLAGE CLERK (SIGNATURE)	E-MAIL ADDRESS	DATE
STREET ADMINISTRATOR (SIGNATURE)	E-MAIL ADDRESS	DATE
ADDRESS OF CITY OR VILLAGE OFFICE		P.O. BOX
CITY OR VILLAGE	ZIP CODE	PHONE NUMBER



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Frances McMullan
DATE: October 18, 2022
Technical, Professional, and Officeworkers Association of Michigan –
TPOAM (formerly AFSCME) 2022-2026 COLLECTIVE BARGAINING
SUBJECT: AGREEMENT

DESCRIPTION:

Technical, Professional, and Officeworkers Association of Michigan –TPOAM (formerly AFSCME) 2022-2026 COLLECTIVE BARGAINING AGREEMENT

SUMMARY:

TPOAM representing the city's public services, clerical, and parking enforcement officers, and the city reached an agreement on a new collective bargaining agreement for the term of July 1, 2022, through June 30, 2026. City Council is being requested to convene into closed session to discuss the results of contract negotiations and then to reconvene into open session to consider approving the new collective bargaining agreement. The union has met and successfully ratified the agreement.

The details of the agreement will be presented during council's closed session meeting. HR Director DuJuan Fisher and Fiscal Services Manager Rheagan Basabica will be in attendance at the meeting to discuss the agreement, its financial impact and to answer any questions.

RECOMMENDED ACTION:

Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-241
October 18, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the collective bargaining agreement with the city and American Federation of State, County and Municipal Employees (AFSCME) expired on June 30, 2022; and

WHEREAS, on March 11, 2022 AFSCME union employees voted and switched their bargaining union to Technical, Professional, and Officeworkers of Michigan (TPOAM); and

WHEREAS, the city and TPOAM have been engaged in contract negotiations, and reached an agreement on a new collective bargaining agreement for the term commencing on July 1, 2022, and terminating on June 30, 2026; and

WHEREAS, the TPOAM employee union has voted and successfully ratified the new contract, and the city desires to approve the new contract as presented.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby approve the new collective bargaining agreement between the City of Ypsilanti and TPOAM for the term commencing on July 1, 2022, and terminating on June 30, 2026, as presented and authorize the Mayor, City Manager, and City Clerk to execute the agreement on behalf of the city after approval by the City Attorney as to form.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of October 2022

#Resolution No. 2022-241



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: October 18, 2022
SUBJECT: Agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance (ADA ramps).

DESCRIPTION:

Agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance (ADA ramps).

SUMMARY:

Washtenaw County participates in HUD's Urban County program in which it receives CDBG funds each year. Washtenaw County allocates some of those funds to the City of Ypsilanti for various projects each year, including \$50,000 per year in ADA ramp improvements. To move forward with the ramp improvement project, the City will need to approve the attached subrecipient agreement with Washtenaw County. The contract formalizes the responsibilities of the City and the County regarding reporting and following the rules and guidelines set forth by HUD.

RECOMMENDED ACTION:

Staff recommends City Council approve the agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance and authorizes the Mayor to sign the agreement on the City's behalf. The agreement shall be subject to review by the City Attorney.

ATTACHMENTS: Subrecipient agreement (2021)

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-242
October 18, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti has been awarded \$50,000 in 2021 Community Development Block Grant funding by Washtenaw County to reconstruct sidewalk ramps within the City; and,

WHEREAS, in order to move forward with the project the City of Ypsilanti must enter into an agreement with Washtenaw County for the subaward of Community Development Block Grant Funds (CDBG); and,

WHEREAS, the City of Ypsilanti intends to complete the ramp improvements prior to the end of the fiscal year;

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti City Council approves the agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance and authorizes the Mayor and Clerk to sign the agreement on the City's behalf. The agreement shall be subject to review by the City Attorney.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of October 2022

#Resolution No. 2022-242

Contract # _____

COUNTY OF WASHTENAW, MICHIGAN

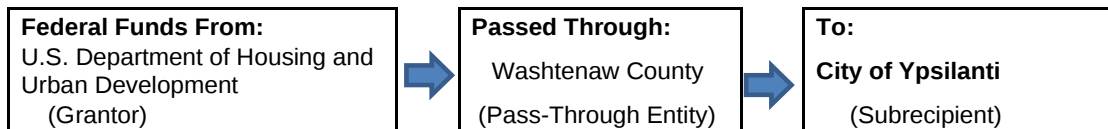
Agreement for Subaward of Federal Financial Assistance

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this 27th day of September, 2022 by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, **the City of Ypsilanti** located at One South Huron Street, Ypsilanti, Michigan 48197 (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the United States Department of Housing and Urban Development (HUD) Community Block Grant Entitlement Grant as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement



ARTICLE I – REQUIRED DATA ELEMENTS

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

Subrecipient Name (must match registered name in DUNS)	City of Ypsilanti
Subrecipient DUNS Number	131336260
Federal Award Identification Number (FAIN)	B-21-UC-26-0006 - \$50,000.00
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	B-21-UC-26-0006 – 7/30/2021
Subaward Period of Performance (start and end date)	9/27/2022 – 9/26/2023
Amount of Federal Funds Obligated by this Agreement	\$50,000.00
Total Amount of Federal Funds Obligated to the Subrecipient	\$50,000.00
Total Amount of the Federal Award	B-21-UC-26-0006 - \$2,228,571

Contract # _____

Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	This contract supports eligible costs to reconstruct approximately 24 curb cuts located at 5 identified intersections according to Americans with Disability Act (ADA) and Uniform Federal Accessibility Standards (UFAS).
Name of Federal Awarding Agency	Department of Housing and Urban Development (HUD)
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Gregory Dill 220 N Main PO Box 8645 Ann Arbor, MI 48107 Phone: 734-222-6850
CFDA Number and Name	14.218 – Community Development Block Grant
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	No indirect costs billed for this work.

WHEREAS, the Grantee receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the Grantee is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the Grantee has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of Washtenaw County, City of Ann Arbor, City of Dexter, City of Saline, City of Ypsilanti, Ann Arbor Township, Augusta Township, Bridgewater Township, Dexter Township, Lima Township, Manchester Township, Northfield Township, Pittsfield Township, Salem Township, Saline Township, Scio Township, Superior Township, Sylvan Township, Webster Township, York Township, and Ypsilanti Township; and

WHEREAS, the Subrecipient has agreed to collaborate with the Office of Community and Economic Development (OCED) to manage this public improvement project; and

Contract # _____

WHEREAS, on May 5, 2021, the Urban County Executive Committee approved *Fifty thousand dollars and zero cents* (\$50,000.00) in **2021 Urban County CDBG Funding** as a grant to the Subrecipient to support the ADA curb cuts project in the City of Ypsilanti; and

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, **THE PARTIES AGREE AS FOLLOWS:**

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will agree to use Community Development Block Grant (CDBG) entitlement funds for the eligible costs of the ADA Curb Cuts project, specifically construction and/or re-constructing approximately 24 curb cuts as listed in Attachment A, so that they meet Americans with Disabilities (ADA) and Uniform Federal Accessibility Standards (UFAS). The contract will be paid for with 2021 Urban County CDBG funding in accordance with the budget in Attachment B, **not to exceed *Fifty thousand dollars and zero cents* (\$50,000.00). The City of Ypsilanti will be responsible for covering any remaining costs in excess of \$50,000.**

ARTICLE III - PAYMENT AND CASH MANAGEMENT

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

Section 1 - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

Section 3 – Program Income. The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract, if program income is generated. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

Section 4 – Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84

Contract # _____

and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].
4. Pursuant to 24 CFR 85.32 (d) (3) and 24 CFR 84.345 (f) (4) The Subrecipient shall ensure that all property and equipment that was acquired or improved, in whole or in part, with funds under this agreement is properly locked and secured when not in use for its intended purpose.

ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to the CDBG Management Analyst and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports *as requested to OCED finance staff*. The Subrecipient shall submit programmatic reports *as requested to CDBG Management Analyst*.

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of five (5) years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period,

Contract # _____

then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient and/or subcontractors shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement subject to the provisions 2 CFR 200.318.

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V - TERM

This contract begins on the date of this agreement and ends on September 26, 2023 *with an option to extend for an additional six (6) month period*. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this agreement.

Section 4 - The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which

Contract # _____

stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

1. Standard Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
3. Audit Certification

ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.
2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE VIII- PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the County's written approval.

Section 2 - The Subrecipient will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a

Contract # _____

partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient.

ARTICLE XI- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this agreement.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance

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companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o: **Office of Community and Economic Development, 415 West Michigan Ave, Suite 2200, Ypsilanti, MI 48197, AND Contract # _____**, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XIV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

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

The Subrecipient will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include,

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but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

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

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$14.82 per hour with benefits or \$16.52 per hour without benefits. Subrecipient agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2023 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

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

ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXI - PAYROLL TAXES

The Subrecipient is responsible for all applicable state and federal social security benefits and unemployment taxes for its employees and agrees to indemnify and protect the County against such liability.

ARTICLE XXII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Subrecipient, will be incorporated into this agreement by written amendments signed by both parties.

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XXIV – FEDERAL FUNDING REQUIREMENTS

1. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds or other assets, including **program income**.
2. National Objectives: All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in [24 CFR 570.208](#).
3. The Subrecipient is prohibited from using CDBG funds for inherently religious activities (24 CFR 570.200(j)).
4. Documentation and Record Keeping
 - a. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

 - i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - iii. Records required to determine the eligibility of activities;
 - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - vi. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and

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- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

5. Employment Restrictions

a. Labor Standards

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ARTICLE XXV - CHOICE OF LAW AND FORUM

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

ARTICLE XXVI - EXTENT OF AGREEMENT

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

ARTICLE XXVII – PRIVACY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXVIII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

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ARTICLE XXIX - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

ATTESTED TO:

WASHTENAW COUNTY (Pass-Through Entity)

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

CITY OF YPSILANTI (Subrecipient)

By: _____
Teresa Gillotti (DATE)
Director

BY: _____
Lois Allen Richardson (DATE)
Mayor

APPROVED AS TO FORM:

By: _____
Michelle Billard (DATE)
Office of Corporation Counsel

BY: _____
Andrew Hellenga (DATE)
Clerk

STANDARD ASSURANCES - CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Signature of Subrecipient's Authorized Representative

Title of Subrecipient's Authorized Representative

Name of Subrecipient Organization

Date Submitted

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or

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she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug

statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

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**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall

include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Subrecipient Organization

Printed Name and Title of Subrecipient's
Authorized Representative

Signature of Subrecipient's Authorized
Representative

Date

Contract # _____

Subrecipient Audit Certification

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program: _____ CFDA Number: _____

Subrecipient Information:

Organization Name: _____

Street Address: _____

City, State, Zip Code: _____

Independent Audit Firm: _____

Certification for Fiscal Year Ending (mm/dd/yyyy): _____

(Check appropriate box):

☐ I certify that the Subrecipient shown above **does not expect** to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.

☐ I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

Signature of Subrecipient's Authorized Representative

Date

For Washtenaw County Use Only

Reviewed By: _____

Date: _____

Contract # _____

ATTACHMENT A – SCOPE OF SERVICES & TIMELINE

NARRATIVE DESCRIPTION OF SCOPE OF WORK:

WASHTENAW COUNTY will contract with the **CITY OF YPSILANTI** for the eligible costs of construction and/or re-constructing **Curb Cuts** as described in the Scope of Services, to meet the Americans with Disabilities Act (ADA) and Uniform Federal Accessibility Standards (UFAS). The improvement project will be paid for with 2021 CDBG funding in accordance with the budget in Attachment B.

Primary Locations

- Kewanee Ave @ Witmire St 6 Ramps
- Collegewood St @ University Ct 6 Ramps
- Ferris St @ Washington Ave 8 Ramps
- N Adams St @ Pearl St 2 Ramps
- Catherine St @ Midblock 2 Ramps

PROJECT TIMELINE:

Activity	Deadline
CITY OF YPSILANTI will award contract to most responsible and responsive bidder.	Sept. 27, 2022
Contractor will begin curb cut work.	April 2023
Office of Community Development will perform Davis-Bacon Interviews.	April – May 2023
Contractor will achieve substantial completion of curb cuts project.	May 2023
Contractor will complete construction and OCED and/or CITY OF YPSILANTI will perform a final inspection.	May 31, 2023
CITY OF YPSILANTI will submit request for reimbursement from Washtenaw County OCED, along with accompanying proof of payment and original Davis-Bacon payroll forms.	By June 30, 2023
Project Completion Date: June 30, 2023	

Contract # _____

ATTACHMENT B – PROJECT BUDGET

SUMMARY OF TERMS:

The COUNTY agrees to pay to or on behalf of the **CITY OF YPSILANTI** an amount not to exceed **Fifty Thousand Dollars and Zero Cents (\$50,000.00)** in **2021 CDBG Funds** according to the budget below:

PROJECT BUDGET:

2021 Curb Cut Project Budget	
REVENUE SOURCE(S):	TOTAL
CDBG (2021) – Allocation	\$50,000.00
City of Ypsilanti (local funds)	
Status of Funds	
Total Revenues	
PROGRAM EXPENSES	TOTAL
Personnel, Taxes & Fringe Benefits	
Other – construction	
Total Expenditures	

Contract # _____

ATTACHMENT C – Bid Tabulation

Tabulation of Bids Received on August 21, 2022 @ 11am
Parkridge Park Accessibility Improvements & CDBG Ramp Upgrades
 City of Ypsilanti, Washtenaw County, State of Michigan
 OHM Job No.: 0094-21-0060

Item No.	Description	Estimated Quantity		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1)	Mobilization, Max 10%	1	LS	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00	\$17,000.00	\$17,000.00
2)	Traffic Control and Maintenance	1	LS	\$2,675.00	\$2,675.00	\$7,500.00	\$7,500.00	\$8,250.00	\$8,250.00
3)	Erosion Control, Silt Fence	300	Lf	\$5.00	\$1,500.00	\$5.00	\$1,500.00	\$5.50	\$1,650.00
4)	Erosion Control, Inlet Protection, Fabric Drop	8	Ea	\$200.00	\$1,600.00	\$250.00	\$2,000.00	\$275.00	\$2,200.00
5)	Curb and Gutter, Rem	320	Ft	\$20.00	\$6,400.00	\$25.00	\$8,000.00	\$27.50	\$8,800.00
6)	Pavt, Rem	380	Syd	\$35.00	\$13,300.00	\$18.75	\$7,125.00	\$20.65	\$7,847.00
7)	Sidewalk, Rem	215	Syd	\$30.00	\$6,450.00	\$17.50	\$3,762.50	\$19.25	\$4,138.75
8)	HMA, 13A, Repair	10	Ton	\$475.00	\$4,750.00	\$390.00	\$3,900.00	\$429.00	\$4,290.00
9)	Curb and Gutter, Conc, Det F3	235	Ft	\$50.00	\$11,750.00	\$40.00	\$9,400.00	\$44.00	\$10,340.00
10)	Conc Pavt, Misc, Nonreinf, 4 inch	340	Syd	\$75.00	\$25,500.00	\$58.50	\$19,890.00	\$64.35	\$21,879.00
11)	Aggregate Base, 21AA, 4 inch	75	Ton	\$70.00	\$5,250.00	\$49.50	\$3,712.50	\$54.45	\$4,083.75
12)	Subgrade Underdrain, 6 inch	140	Ft	\$30.00	\$4,200.00	\$20.00	\$2,800.00	\$22.00	\$3,080.00
13)	Underdrain Outlet Ending, 6 inch	2	Each	\$150.00	\$300.00	\$350.00	\$700.00	\$385.00	\$770.00
14)	Detectable Warning Surface	90	Ft	\$75.00	\$6,750.00	\$65.00	\$5,850.00	\$71.50	\$6,435.00
15)	Sidewalk Ramp, Conc, 6 inch	815	Sft	\$12.00	\$9,780.00	\$15.00	\$12,225.00	\$16.50	\$13,447.50
16)	Sidewalk, Conc, 4 inch	2,290	Sft	\$8.50	\$19,465.00	\$12.50	\$28,625.00	\$13.75	\$31,487.50
17)	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	240	Ft	\$11.50	\$2,760.00	\$8.00	\$1,920.00	\$8.80	\$2,112.00
18)	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	280	Ft	\$11.50	\$3,220.00	\$6.50	\$1,820.00	\$7.15	\$2,002.00
19)	Remove and Reset Salvaged Sign	1	Ea	\$215.00	\$215.00	\$375.00	\$375.00	\$412.50	\$412.50
20)	Station Grading	2.33	STA	\$9,500.00	\$22,135.00	\$3,650.00	\$8,504.50	\$4,015.00	\$9,354.95
21)	Stump, Rem, 19 inch to 36 inch	1	Ea	\$500.00	\$500.00	\$1,250.00	\$1,250.00	\$1,375.00	\$1,375.00
22)	Surface Restoration	1,000	Syd	\$11.00	\$11,000.00	\$30.00	\$30,000.00	\$33.00	\$33,000.00
TOTAL BID AMOUNT:					\$174,500.00		\$176,859.50		\$193,954.95

Clarifications

1. GM & Sons did not submit a bid for 2022

Includes ADA ramps and improvements in Parkridge Park (This Subrecipient Agreement is only for the \$50,000 ADA ramps portion of the RFP)



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: October 18, 2022
SUBJECT: Agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance (Parkridge Accessibility).

DESCRIPTION:

Agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance (Parkridge Accessibility).

SUMMARY:

Washtenaw County participates in HUD's Urban County program in which it receives CDBG funds each year. Washtenaw County allocates some of those funds to the City of Ypsilanti for various projects each year; in some years, not all of those funds are used. The City has identified accessibility projects, particularly those in parks, as priorities; this funding is well-suited to address ADA accessibility from the west end of Parkridge Park, connecting to the community center. To move forward with this project, the City will need to approve the attached subrecipient agreement with Washtenaw County. The contract formalizes the responsibilities of the City and the County regarding reporting and following the rules and guidelines set forth by HUD.

RECOMMENDED ACTION:

Staff recommends City Council approve the agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance and authorizes the Mayor to sign the agreement on the City's behalf. The agreement shall be subject to review by the City Attorney.

ATTACHMENTS: Subrecipient agreement (2015-2020)

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-243
October 18, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti has been awarded \$91,517 in past-year Community Development Block Grant funding by Washtenaw County to improve the accessibility of Parkridge Park; and,

WHEREAS, in order to move forward with the project the City of Ypsilanti must enter into an agreement with Washtenaw County for the subaward of Community Development Block Grant Funds (CDBG); and,

WHEREAS, the City of Ypsilanti intends to complete the ramp improvements prior to the end of the fiscal year;

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti City Council approves the agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance and authorizes the Mayor and Clerk to sign the agreement on the City's behalf. The agreement shall be subject to review by the City Attorney.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of October 2022

#Resolution No. 2022-243

Contract # _____

COUNTY OF WASHTENAW, MICHIGAN

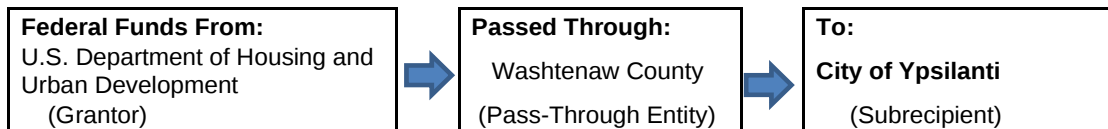
Agreement for Subaward of Federal Financial Assistance

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this 27th day of September, 2022 by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, **the City of Ypsilanti** located at One South Huron Street, Ypsilanti, Michigan 48197 (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the United States Department of Housing and Urban Development (HUD) Community Block Grant Entitlement Grant as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement



ARTICLE I – REQUIRED DATA ELEMENTS

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

Subrecipient Name (must match registered name in DUNS)	City of Ypsilanti
Subrecipient DUNS Number	131336260
Federal Award Identification Number (FAIN)	B-15-UC-26-0006 - \$7,646.00 B-16-UC-26-0006 - \$6,491.00 B-17-UC-26-0006 - \$25,841.00 B-18-UC-26-0006 - \$5,434.00 B-19-UC-26-0006 - \$21,660.00 B-20-UC-26-0006 - \$24,445.00
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	B-15-UC-26-0006 –7/01/2015 B-16-UC-26-0006 – 9/01/2016 B-17-UC-26-0006 –10/10/2017 B-18-UC-26-0006 –9/19/2018 B-19-UC-26-0006 –7/23/2019 B-20-UC-26-0006 –7/09/2020

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Subaward Period of Performance (start and end date)	9/27/2022 – 9/26/2023
Amount of Federal Funds Obligated by this Agreement	\$91,517.00
Total Amount of Federal Funds Obligated to the Subrecipient	\$91,517.00
Total Amount of the Federal Award	B-15-UC-26-0006 –\$1,846,994 B-16-UC-26-0006 – \$1,858,189 B-17-UC-26-0006 –\$1,846,861 B-18-UC-26-0006 – \$2,109,235 B-19-UC-26-0006 –\$2,123,502 B-20-UC-26-0006 - \$2,155,422
Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	This contract supports eligible costs of constructing a new sidewalk from Armstrong Court to Parkridge Park with an ADA compliant concrete sidewalk ramp, and replacing the concrete slab at the Parkridge Park Pavilion.
Name of Federal Awarding Agency	Department of Housing and Urban Development (HUD)
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Gregory Dill 220 N Main PO Box 8645 Ann Arbor, MI 48107 Phone: 734-222-6850
CFDA Number and Name	14.218 – Community Development Block Grant
Is this Subaward for Research and Development? (answer Yes or No)	No
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement.	No indirect costs billed for this work.

WHEREAS, the Grantee receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the Grantee is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

Contract # _____

WHEREAS, the Grantee has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of Washtenaw County, City of Ann Arbor, City of Dexter, City of Saline, City of Ypsilanti, Ann Arbor Township, Augusta Township, Bridgewater Township, Dexter Township, Lima Township, Manchester Township, Northfield Township, Pittsfield Township, Salem Township, Saline Township, Scio Township, Superior Township, Sylvan Township, Webster Township, York Township, and Ypsilanti Township; and

WHEREAS, the Subrecipient has agreed to collaborate with the Office of Community and Economic Development (OCED) to manage this public improvement project; and

WHEREAS, a total of **\$7,646.00 in 2015** Urban County CDBG funding has been reallocated from the previously completed City of Ypsilanti Riverside Park Playground project (\$7,646); and

WHEREAS, a total of **\$6,491.00 in 2016** Urban County CDBG funding has been reallocated from previously completed City of Ypsilanti projects including the "Clean and Green" Exterior Beautification Pilot Project (\$1,202) and Riverside Park Playground project (\$5,289); and

WHEREAS, a total of **\$25,841 in 2017** Urban County CDBG funding has been reallocated from the previously completed City of Ypsilanti Riverside Park Playground project; and

WHEREAS, a total of **\$5,434 in 2018** Urban County CDBG funding has been reallocated from the previously completed City of Ypsilanti 447 S. Huron Demolition project; and

WHEREAS, on May 1, 2019, the Urban County Executive Committee approved **\$21,660 in 2019 Urban County CDBG Funding** as a grant to the Subrecipient to support City Park Improvements in the City of Ypsilanti; and

WHEREAS, on May 6, 2020, the Urban County Executive Committee approved **\$24,445 in 2020 Urban County CDBG Funding** as a grant to the Subrecipient to support City Park Improvements in the City of Ypsilanti; and

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, **THE PARTIES AGREE AS FOLLOWS:**

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will agree to use Community Development Block Grant (CDBG) entitlement funds for the eligible costs of the Parkridge Park Accessibility Improvements project, specifically to construct a new sidewalk from Armstrong Court to Parkridge Park with an ADA compliant concrete sidewalk ramp and to replace the concrete slab at the Parkridge Park Pavilion. The contract will be paid for with 2015 - 2020 Urban County CDBG funding in accordance with the budget in Attachment B, **not to exceed *Ninety-One thousand five hundred seventeen dollars and zero cents (\$91,517.00)***. The City of Ypsilanti will be responsible for covering any remaining costs in excess of \$91,517.00.

ARTICLE III - PAYMENT AND CASH MANAGEMENT

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

Section 1 - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

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1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

Section 3 – Program Income. The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract, if program income is generated. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

Section 4 – Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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4. Pursuant to 24 CFR 85.32 (d) (3) and 24 CFR 84.345 (f) (4) The Subrecipient shall ensure that all property and equipment that was acquired or improved, in whole or in part, with funds under this agreement is properly locked and secured when not in use for its intended purpose.

ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to the CDBG Management Analyst and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports *as requested to OCED finance staff*. The Subrecipient shall submit programmatic reports *as requested to CDBG Management Analyst*.

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of five (5) years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient and/or subcontractors shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement subject to the provisions 2 CFR 200.318.

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

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ARTICLE V - TERM

This contract begins on the date of this agreement and ends on September 26, 2023 *with an option to extend for an additional six (6) month period*. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this agreement.

Section 4 – The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

1. Standard Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
3. Audit Certification

ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.
2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.

Contract # _____

7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE VIII- PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the County's written approval.

Section 2 - The Subrecipient will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any

Contract # _____

subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient.

ARTICLE XI- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this agreement.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o: **Office of Community and Economic Development, 415 West Michigan Ave, Suite 2200, Ypsilanti, MI 48197, AND Contract # _____**, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

Contract # _____

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XIV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$14.82 per hour with benefits or \$16.52 per hour without benefits. Subrecipient agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2023 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

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ARTICLE XVII - ASSIGNS AND SUCCESSORS

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

ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXI - PAYROLL TAXES

The Subrecipient is responsible for all applicable state and federal social security benefits and unemployment taxes for its employees and agrees to indemnify and protect the County against such liability.

ARTICLE XXII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Subrecipient, will be incorporated into this agreement by written amendments signed by both parties.

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XXIV – FEDERAL FUNDING REQUIREMENTS

1. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds or other assets, including **program income**.
2. National Objectives: All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in [24 CFR 570.208](#).
3. The Subrecipient is prohibited from using CDBG funds for inherently religious activities (24 CFR 570.200(j)).
4. Documentation and Record Keeping
 - a. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

 - i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - iii. Records required to determine the eligibility of activities;
 - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - vi. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
 - vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
5. Employment Restrictions
 - a. Labor Standards

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ARTICLE XXV - CHOICE OF LAW AND FORUM

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

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ARTICLE XXVI - EXTENT OF AGREEMENT

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

ARTICLE XXVII – PRIVACY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXVIII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

ARTICLE XXIX - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

ATTESTED TO:

WASHTENAW COUNTY (Pass-Through Entity)

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

CITY OF YPSILANTI (Subrecipient)

By: _____
Teresa Gillotti (DATE)
Director

BY: _____
Lois Allen Richardson (DATE)
Mayor

APPROVED AS TO FORM:

By: _____
Michelle Billard (DATE)
Office of Corporation Counsel

BY: _____
Andrew Hellenga (DATE)
Clerk

Contract # _____

OMB Approval No. 0348-0042

STANDARD ASSURANCES - CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Signature of Subrecipient's Authorized Representative

Title of Subrecipient's Authorized Representative

Name of Subrecipient Organization

Date Submitted

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or

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she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 –

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug

statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

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**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall

include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Subrecipient Organization

Printed Name and Title of Subrecipient's
Authorized Representative

Signature of Subrecipient's Authorized
Representative

Date

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Subrecipient Audit Certification

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program: _____ CFDA Number: _____

Subrecipient Information:

Organization Name: _____

Street Address: _____

City, State, Zip Code: _____

Independent Audit Firm: _____

Certification for Fiscal Year Ending (mm/dd/yyyy): _____

(Check appropriate box):

- ☐ I certify that the Subrecipient shown above **does not expect** to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.
- ☐ I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

Signature of Subrecipient's Authorized Representative

Date

For Washtenaw County Use Only

Reviewed By: _____

Date: _____

Contract # _____

ATTACHMENT A – SCOPE OF SERVICES & TIMELINE

NARRATIVE DESCRIPTION OF SCOPE OF WORK:

WASHTENAW COUNTY will contract with the **CITY OF YPSILANTI** for the eligible costs of the Parkridge Park Accessibility Improvements project, specifically to construct a new sidewalk from Armstrong Court to Parkridge Park with an ADA compliant concrete sidewalk ramp and to replace the concrete slab at the Parkridge Park Pavilion. The contract will be paid for with 2015 - 2020 Urban County CDBG funding in accordance with the budget in Attachment B.

PROJECT TIMELINE:

Activity	Deadline
CITY OF YPSILANTI will award contract to most responsible and responsive bidder.	Sept. 27, 2022
Contractor will begin work.	April 2023
Office of Community Development will perform Davis-Bacon Interviews.	April – May 2023
Contractor will achieve substantial completion of project.	May 2023
Contractor will complete construction and OCED and/or CITY OF YPSILANTI will perform a final inspection.	May 31, 2023
CITY OF YPSILANTI will submit request for reimbursement from Washtenaw County OCED, along with accompanying proof of payment and original Davis-Bacon payroll forms.	By June 30, 2023
Project Completion Date:	June 30, 2023

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ATTACHMENT B – PROJECT BUDGET

SUMMARY OF TERMS:

The COUNTY agrees to pay to or on behalf of the **CITY OF YPSILANTI** an amount not to exceed **Ninety-One thousand five hundred seventeen dollars and zero cents (\$91,517.00) in 2015-2020 CDBG Funds** according to the budget below. The City of Ypsilanti will be responsible for covering any remaining costs in excess of \$91,517.00.

PROJECT BUDGET:

2023 Parkridge Park Accessibility Improvements Project Budget	
REVENUE SOURCE(S):	TOTAL
CDBG (2015) – Allocation	\$7,646.00
CDBG (2016) – Allocation	\$6,491.00
CDBG (2017) – Allocation	\$25,841.00
CDBG (2018) – Allocation	\$5,434.00
CDBG (2019) – Allocation	\$21,660.00
CDBG (2020) – Allocation	\$24,445.00
City of Ypsilanti (local funds)	
Status of Funds	
Total Revenues	
PROGRAM EXPENSES	TOTAL
Personnel, Taxes & Fringe Benefits	
Other – construction	
Total Expenditures	

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ATTACHMENT C – Bid Tabulation

Note: City of Ypsilanti included 2 separate CDBG projects into a single Request for Proposals – ADA Ramps and Parkridge Park Accessibility Improvements.

Tabulation of Bids Received on August 21, 2022 @ 11am
Parkridge Park Accessibility Improvements & CDBG Ramp Upgrades
 City of Ypsilanti, Washtenaw County, State of Michigan
 OHM Job No.: 0094-21-0060

Item No.	Description	Estimated Quantity	
1)	Mobilization, Max 10%	1	LS
2)	Traffic Control and Maintenance	1	LS
3)	Erosion Control, Silt Fence	300	Lf
4)	Erosion Control, Inlet Protection, Fabric Drop	8	Ea
5)	Curb and Gutter, Rem	320	Ft
6)	Pavt, Rem	380	Syd
7)	Sidewalk, Rem	215	Syd
8)	HMA, 13A, Repair	10	Ton
9)	Curb and Gutter, Conc, Det F3	235	Ft
10)	Conc Pavt, Misc, Nonreinf, 4 inch	340	Syd
11)	Aggregate Base, 21AA, 4 inch	75	Ton
12)	Subgrade Underdrain, 6 inch	140	Ft
13)	Underdrain Outlet Ending, 6 inch	2	Each
14)	Detectable Warning Surface	90	Ft
15)	Sidewalk Ramp, Conc, 6 inch	815	Sft
16)	Sidewalk, Conc, 4 inch	2,290	Sft
17)	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	240	Ft
18)	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	280	Ft
19)	Remove and Reset Salvaged Sign	1	Ea
20)	Station Grading	2.33	STA
21)	Stump, Rem, 19 inch to 36 inch	1	Ea
22)	Surface Restoration	1,000	Syd

TOTAL BID AMOUNT:[illegible]

Clarifications

1. GM & Sons did not submit a bid for 2022



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: October 18, 2022
SUBJECT: CDBG Ramp & Parkridge Accessibility Program – Contract Award

DESCRIPTION:

CDBG Ramp & Parkridge Accessibility Program – Contract Award

SUMMARY:

As part of a Consent Decree entered into by the City of Ypsilanti in 2005, the City is required to spend \$100,000 each year retrofitting existing sidewalk ramps to ADA standards until all of the sidewalk ramps in the City have been retrofitted. This is accomplished by utilizing Community Development Block Grant (CDBG) funds from Washtenaw County and METRO Act funds that we receive from the State of Michigan. The Department of Public Services administers these as two (2) separate contracts and the current proposal before Council is the CDBG contract for sidewalk ramp improvements, which has been budgeted for approximately \$50,000. Council saw the agreements for the METRO Act Ramps in September. The proposed locations of the sidewalk ramps that were initially bid to be retrofitted are as follows:

- Kewanee/Witmire: north, south, and east legs – 6 ramps
- Collegewood/University: east, west, and south legs – 6 ramps
- Adams/Pearl: southeast corner – 2 ramps
- Catherine midblock, east of Huron – 2 ramps
- Ferris/Washington: north, south, east and west legs – 6 ramps

In addition, the City bid another CDBG-funded improvement to Parkridge Park: an accessible pathway into the park from the west, adjacent to the Parkridge Community Center. This follows accessibility upgrades that have been done in recent years to the Center, and aligns with the City's goals to improve accessibility at all parks. This improvement would consist of a concrete switchback ramp paralleling the existing asphalt path; the grade (steepness) of the asphalt path does not meet ADA standards.

A sealed bid for the project was received at 11 am on August 21, 2022, in the City of Ypsilanti Council Chambers. The three bids ranged from \$174,500 to \$193,954.95 and the lowest responsive bidder was GM & Sons Construction in the amount of \$174,500.00.

As the lowest responsive bidder exceeds the amount we receive from the County for these two projects, we will work to prioritize the ramps to include in this year's work, postponing the remainder to a future year; we will also work with the contractor to adjust the width of the proposed Parkridge accessible path.

Due to this we are recommending that Council award the contract at the bid price and allow staff to work with the contractor to reduce the scope of work so we can fit within our allocated funds for this project. The City's engineering consultant has reviewed the bids, and are recommending GM & Sons Construction to be awarded the bid.

RECOMMENDED ACTION:

Based on the recommendation from the engineering consultant staff recommends City Council award the Parkridge Park Accessibility Improvements & CDBG Ramp Upgrades contract to GM & Sons Construction for the bid amount of \$174,500, subject to the review by the City Attorney.

ATTACHMENTS:

Engineer Recommendation Letter;
Bid Tabulation;
Proposed Construction Documents;

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2022-244
October 18, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, funding has been programmed in the Washtenaw County Community Development Block Grant Program for the retrofitting of existing sidewalk ramps and upgrading accessibility in Parkridge Park in the City of Ypsilanti; and,

WHEREAS, the City of Ypsilanti has solicited sealed bids for the project; and,

WHEREAS, GM & Sons Construction is the lowest qualified bidder and is being recommended by the City's engineering consultant for this project.

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti awards the Parkridge Park Accessibility Improvements & CDBG Ramp Upgrades contract to GM & Sons Construction for the bid amount of \$174,500.

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

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 18 day of October 2022

#Resolution No. 2022-244



ARCHITECTS. ENGINEERS. PLANNERS.

September 7, 2022

City of Ypsilanti
One Huron Street
Ypsilanti MI 48197

Attention: Ron Akers, AICP
Director of Public Services
City of Ypsilanti

Regarding: Recommendation of Award
Parkridge Park Accessibility Improvements & CDBG Ramp Upgrades

Dear Mr. Akers:

Three sealed bids for the Parkridge Park Accessibility Improvements & CDBG Ramp Upgrades were received and publicly read aloud at 11:00 am on Wednesday, August 31, 2022, in the City of Ypsilanti Council Chambers. The three bids ranged from \$174,500.00 to \$193,954.95. The detailed bid tabulation is attached.

GM & Sons Construction is the lowest responsive bidder on the project. All required information, including bond surety, statement of qualifications, and subcontractors listing, has been provided.

It appears GM & Sons Construction is capable of performing the work based on past experiences, referenced projects, and information provided with the statement of qualifications in the bid package. Furthermore, GM & Sons Construction has performed sidewalk work within the City of Ypsilanti in the past. Based on the submitted information, it is recommended that the City of Ypsilanti, Parkridge Park Accessibility Improvements & CDBG Ramp Upgrades contract be awarded to GM & Sons Construction for the bid amount of \$174,500.

Should there be any questions, please contact this office at (734) 522-6711.

Sincerely,
OHM Advisors

A black rectangular box redacting the signature of Rachel Jackson.

Rachel Jackson, P.E.

CC: Frances McMullan, City Manager
Bonnie Wessler, AICP, Project Manager
Kent Early, OHM Advisors

P:\0000_0100\0094210060_Parkridge_Park_Accessibility\PM\Correspondence\Parkridge Park & CDBG Ramps Bid Award Letter.docx\

Attachment: Bid Tab

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

Tabulation of Bids Received on August 21, 2022 @ 11am
Parkridge Park Accessibility Improvements & CDBG Ramp Upgrades
 City of Ypsilanti, Washtenaw County, State of Michigan
 OHM Job No.: 0094-21-0060

Item No.	Description	Estimated Quantity	
1)	Mobilization, Max 10%	1	LS
2)	Traffic Control and Maintenance	1	LS
3)	Erosion Control, Silt Fence	300	Lf
4)	Erosion Control, Inlet Protection, Fabric Drop	8	Ea
5)	Curb and Gutter, Rem	320	Ft
6)	Pavt, Rem	380	Syd
7)	Sidewalk, Rem	215	Syd
8)	HMA, 13A, Repair	10	Ton
9)	Curb and Gutter, Conc, Det F3	235	Ft
10)	Conc Pavt, Misc, Nonreinf, 4 inch	340	Syd
11)	Aggregate Base, 21AA, 4 inch	75	Ton
12)	Subgrade Underdrain, 6 inch	140	Ft
13)	Underdrain Outlet Ending, 6 inch	2	Each
14)	Detectable Warning Surface	90	Ft
15)	Sidewalk Ramp, Conc, 6 inch	815	Sft
16)	Sidewalk, Conc, 4 inch	2,290	Sft
17)	Pavt Mrkg, Polyurea, 12 inch, Crosswalk	240	Ft
18)	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	280	Ft
19)	Remove and Reset Salvaged Sign	1	Ea
20)	Station Grading	2.33	STA
21)	Stump, Rem, 19 inch to 36 inch	1	Ea
22)	Surface Restoration	1,000	Syd

TOTAL BID AMOUNT:[illegible]

Clarifications

1. GM & Sons did not submit a bid for 2022

OHM

ARCHITECTS ENGINEERS PLANNERS

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

OHM-ADVISORS.COM

08-04-2022 FOR BID

CITY OF YPSILANTI
PARKRIDGE PARK ACCESSIBILITY IMPROVEMENTS
CONSTRUCTION PLAN

1
OF 1

Know what's below.
Call before you dig.

ESTIMATED QUANTITIES

Erosion Control, Silt Fence	300	Lf
Erosion Control, Inlet Protection, Fabric Drop	2	Ea
Sidewalk, Rem	7	Syd
Station Grading	2.33	STA
Stump, Rem, 19 inch to 36 inch	1	Ea
Sidewalk, Conc, 4 inch	1,890	Sft
Surface Restoration	760	Syd

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DRAWING PATH: P:\0000_01000004\10880_Parkridge_Park_Accessibility Drawings\Civil\Plan_Constr\10880_CON.dwg Aug 04, 2022 - 5:55pm

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RESOLVED BY THE DOWNTOWN DEVELOPMENT AUTHORITY BOARD OF THE CITY OF YPSILANTI:

WHEREAS, Depot Town remains in a significant parking deficit of more than 250 spaces and since adopting the parking strategy completed by Rich and Associates we have added zero new capacity; and

WHEREAS, Frog Island Lot is the primary commercial parking lot for visitors to support Depot Town businesses and has seen long term disinvestment and neglect among the competing City priorities for funding; and

WHEREAS, the YDDA is interested in dedicating its bonding capacity to address these parking challenges which remain a top priority for Depot Town stakeholders; and

NOW THEREFORE BE IT RESOLVED THAT the Downtown Development Authority Board of Ypsilanti is formally requesting negotiations with City Council and City Leadership to find agreement about how DDA TIF Revenues can be used to support our mutual interest in repairing the Frog Island Lot and potentially redesigning it to add more spaces by removing old landscaping from the recycling center era.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2022-245
October 18, 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
18 day of October 2022

#Resolution No. 2022-245