



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, February 7, 2023 @ 6:30 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[VIRTUAL MEETING](#)**

Page

I. CALL TO ORDER

II. ROLL CALL

III. 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.

IV. AGENDA APPROVAL

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

- A. Closed Session to discuss negotiations of a collective bargaining unit - MCL 15.268 (c)

VI. PUBLIC COMMENT (3 MINUTES)

VII. PRESENTATIONS

- 4 - 18** A. Audit Presentation - Dan Merritt and Daniel Clark, Rehmann
[Presentation](#)

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 19 - 24** A. Resolution No. 2023-013, approving stated policy and federal guidelines for the Tax Board of Review in granting or denying exemptions.
[2023-013 - Pdf](#)
- 25 - 31** B. Resolution No. 2023-014, approving the minutes of January 24, 2023.
[2023-014 - Pdf](#)
- 32 - 33** C. Resolution No. 2023-015, rescinding Resolution No. 2022-001A, requiring face masks be worn at all public meetings.
[2023-015 - Pdf](#)
- 34 - 35** D. Resolution No. 2023-016, approving the City Council Goals for Fiscal Year 23-24.
[2023-016 - Pdf](#)

36 - 43 E. Resolution No. 2023-017, approving the purchase of packer truck for the environmental services division of DPS.
[2023-017 - Pdf](#)

44 - 49 F. Resolution No. 2023-018, approving an amendment to the YDDA Administrative Services Contract of 2022.
[2023-018 - Pdf](#)

IX. BOARD AND COMMISSION - NOMINATIONS

50 A. **Arts Commission - (Reappointment)**
Aaron Seagraves - (Exp. 2/1/2026)
913 N Congress
Ypsilanti, MI 48197
[Application](#)

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. COMMUNICATIONS

XVI. PUBLIC COMMENT (3 MINUTES)

XVII. REMARKS FROM THE MAYOR

XVIII. ADJOURNMENT

51

- A. Resolution No. 2023-019, adjourning the City Council Meeting.
[2023-019 - 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.



CITY OF YPSILANTI

June 30, 2022

Rehmann
EMPOWER YOUR PURPOSE

Our Agenda for Today

2



Team Members



Questions



Board Communications



Financial Results



**Upcoming Accounting
Pronouncements**

30.

Rehmann

Meet the People on Your Team

3



Daniel Clark, CPA

Principal



Paula Bedford, CPA

Senior Manager



Dan Merritt, CPA

Senior Manager



Taylor Schaefer, CPA

Supervisor

Not
Pictured
Here

Erin Wade

Staff

Not
Pictured
Here

Brendan Byrns

Staff

Rehmann

Board Communications

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- 1** An unmodified opinion was given on the 6/30/2022 financial statements
- 2** One new accounting pronouncement was adopted in FY22 – Leases
- 3** Accounting estimates by management were assessed and deemed reasonable
- 4** No difficulties were encountered during the audit
- 5** No material misstatements were noted. No uncorrected immaterial misstatements were noted
- 6** No material weaknesses, significant deficiencies, or other matters were noted

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Assets and Deferred Outflows

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	6/30/2022	6/30/2021	Variance
Cash and investments	\$22,920,000	\$18,758,000	\$4,162,000
Receivables	\$11,463,000	\$11,589,000	(\$126,000)
Other assets	\$1,556,000	\$1,474,000	\$82,000
Net pension asset	\$5,478,000	\$4,681,000	\$797,000
Net capital asset	\$15,253,000	\$16,165,000	(\$912,000)
Deferred outflows – pension	\$3,086,000	\$405,000	\$2,681,000
Deferred outflows – OPEB	\$870,000	\$34,000	\$836,000
Total	\$60,626,000	\$53,106,000	\$7,520,000

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Liabilities and Deferred Inflows

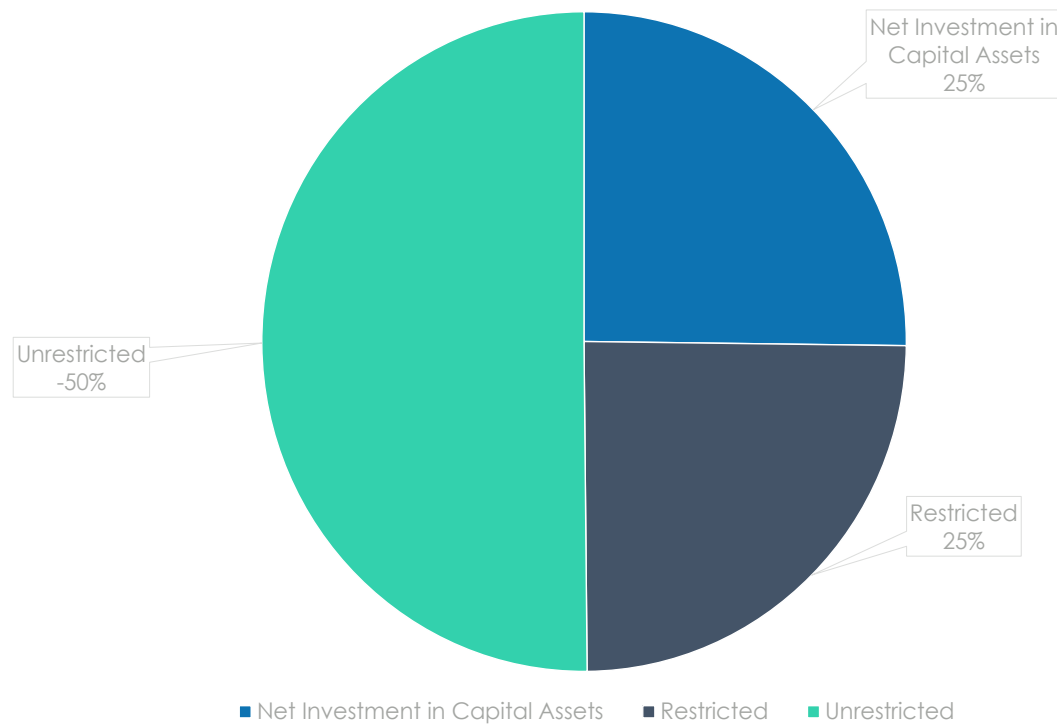
6

	6/30/2022	6/30/2021	Variance
AP and other liabilities	\$1,870,000	\$1,542,000	\$328,000
Unearned revenue	\$2,282,000	-	\$2,282,000
Long-term debt	\$20,872,000	\$23,812,000	(\$2,940,000)
Net pension liability	\$25,763,000	\$19,314,000	\$6,449,000
Net OPEB	\$8,186,000	\$12,314,000	(\$4,128,000)
Deferred inflows – refunding	\$89,000	\$107,000	(\$18,000)
Deferred inflows – pension	\$1,741,000	\$5,090,000	(\$3,349,000)
Deferred inflows – OPEB	-	\$463,000	(\$463,000)
Total	\$60,803,000	\$62,642,000	(\$1,839,000)

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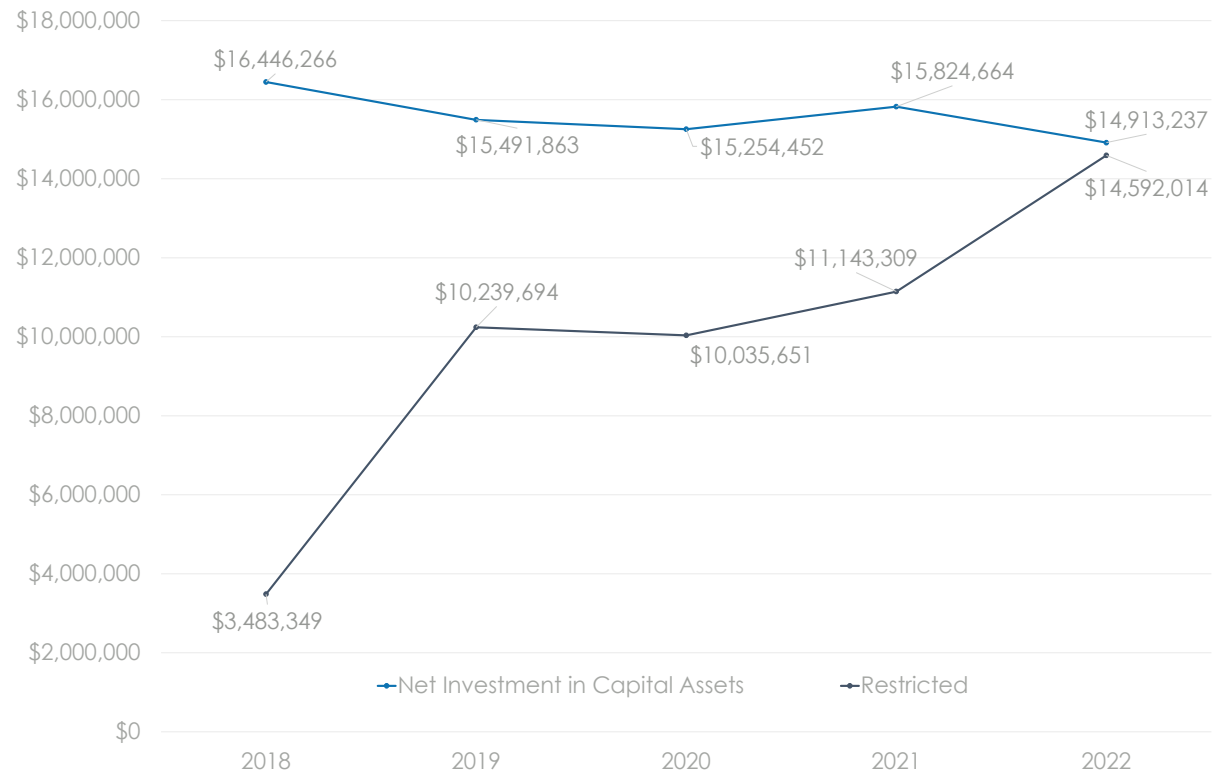
Net Position

7

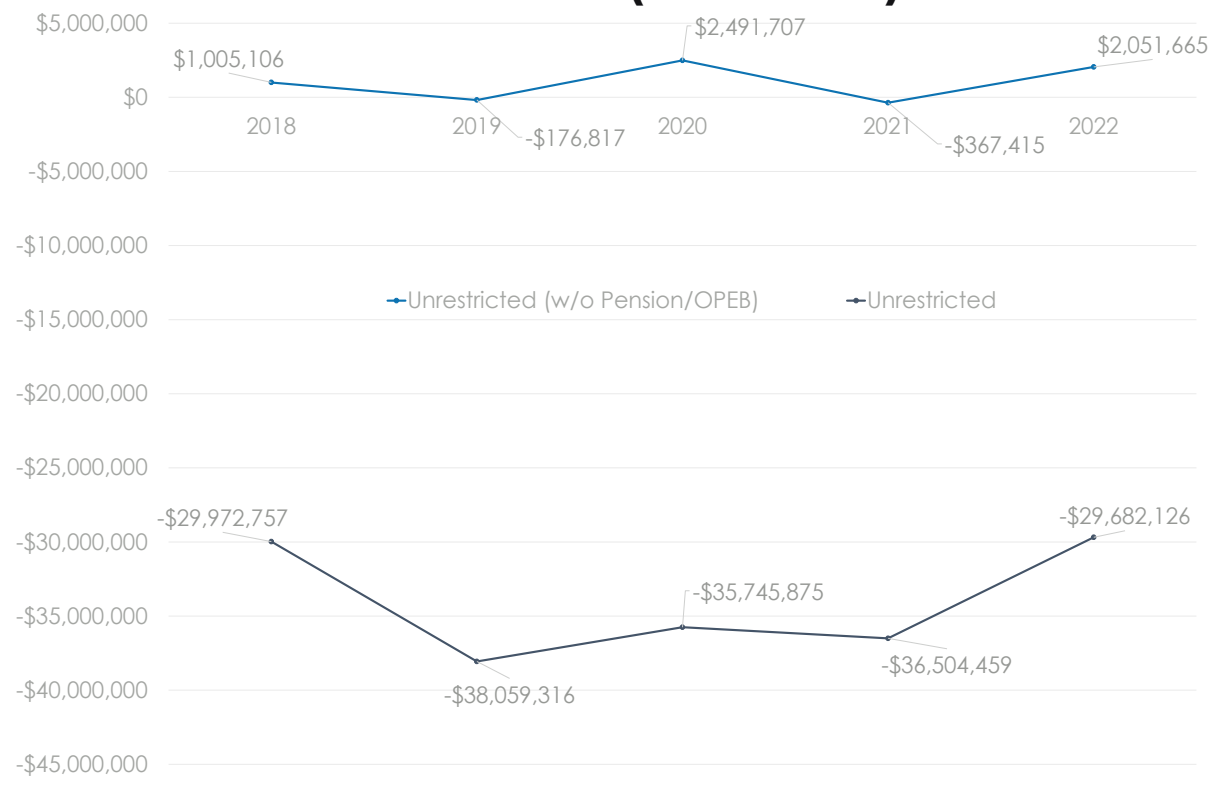


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Net Position

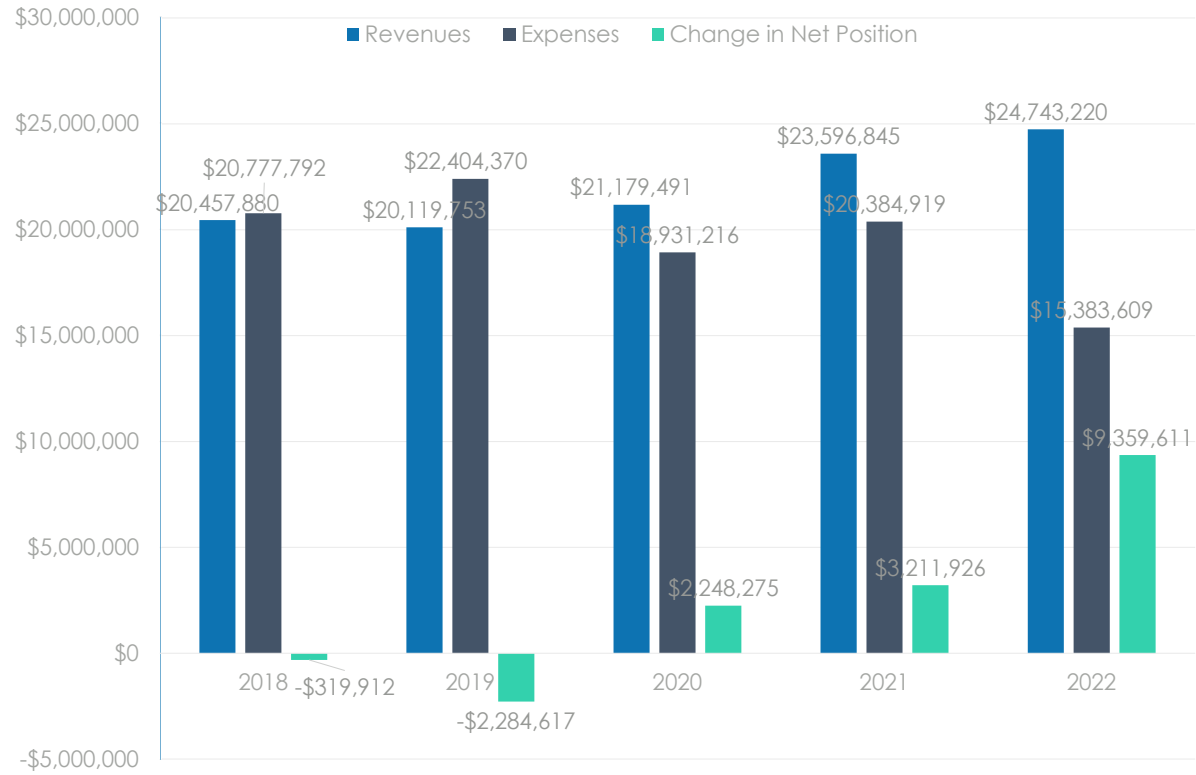


Net Position (continued)



Revenues vs. Expenses (Government-Wide)

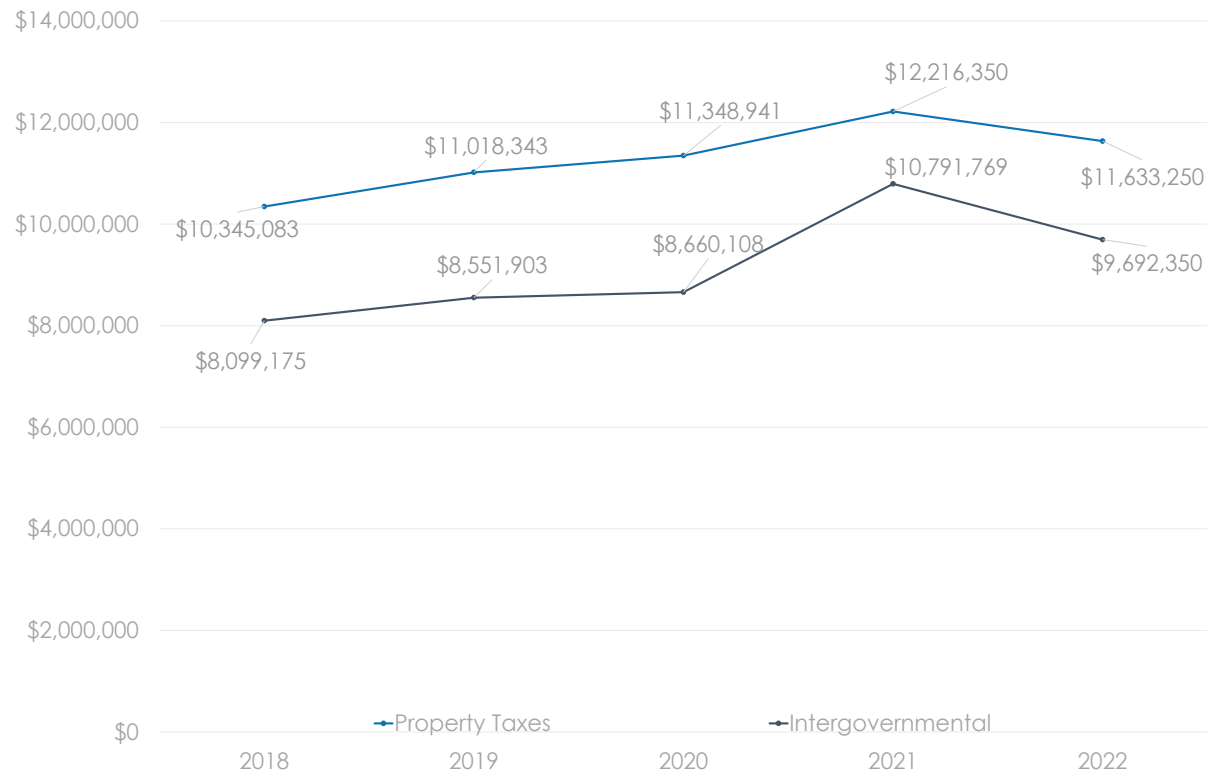
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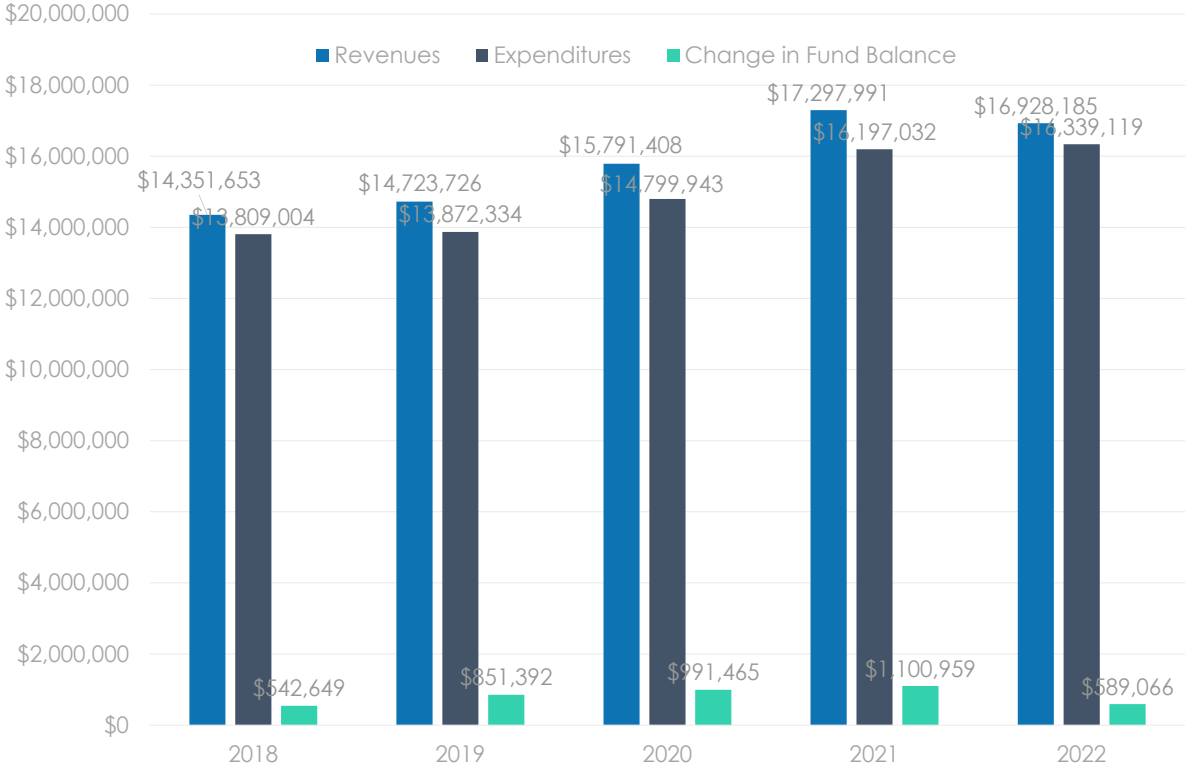
Major Revenue Line Items (Governmental Funds)

11



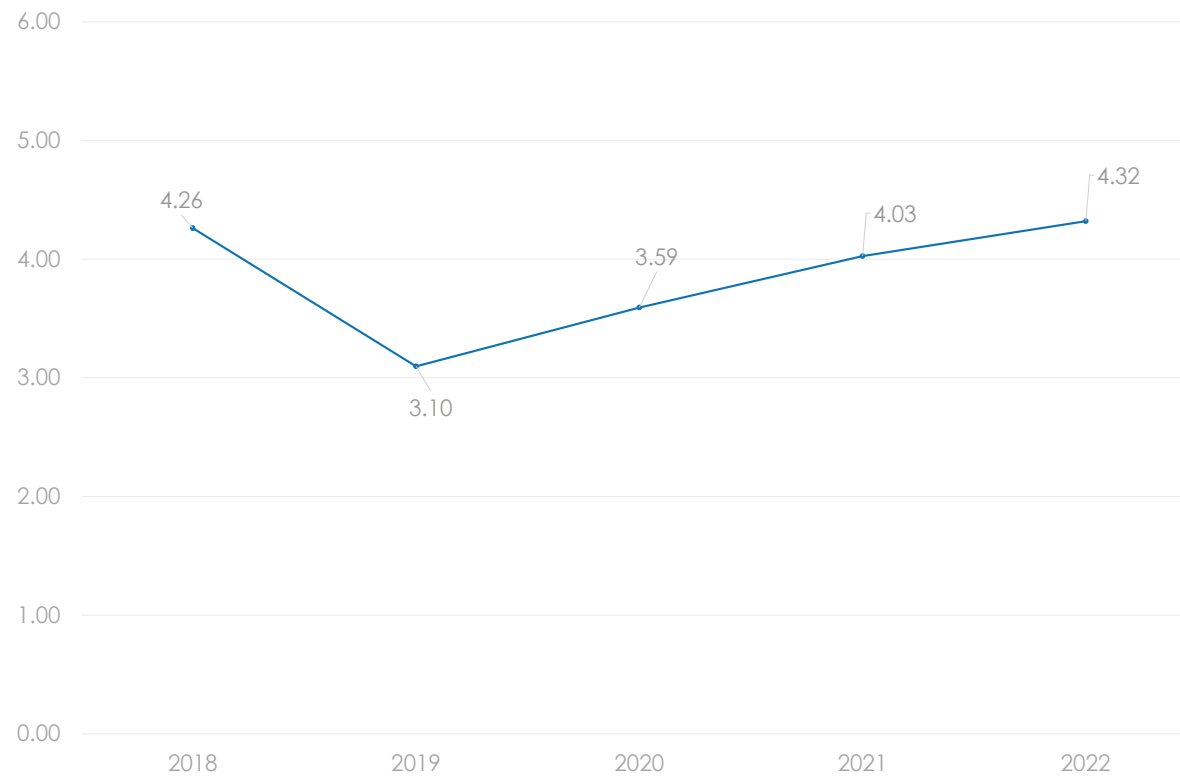
Rehmann

Revenues vs. Expenditures (General Fund)



General Fund Coverage Ratio (in months)

13



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Upcoming Accounting Pronouncements (next three years)

14

- 1 GASB 91 – Conduit Debt Obligations (FY23) – N/A
- 2 GASB 94 – Public-Private and Public-Public Partnerships and Availability Payment Arrangements (FY23)
- 3 GASB 96 – Subscription-Based Information Technology Arrangements (FY23)
- 4 GASB 99 – Omnibus 2022 (FY23) – N/A
- 5 GASB 100 – Accounting Changes and Errors Corrections (FY24) – N/A
- 6 GASB 101 – Compensated Absences (FY25)

Rehmann





Resolution No. 2023-013
February 7, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS the adoption of guidelines for poverty exemptions is required of the City Council; and

WHEREAS the principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390 of 1994, the City of Ypsilanti, Washtenaw County adopts the following guidelines for the Board of Review to implement.

The Board of Review shall use the following guidelines to determine if a property owner qualifies for a poverty exemption from property taxes:

Exemptions will be granted to owners of homesteads only. Property must be granted at least a 50% homestead exemption from the State of Michigan.

Per, MCL 211.7u(3), the application for consideration must be received by the Assessor's Office at least one day prior to the last session of the Board of Review. The application can be made by mail, if received one day prior to the last session of the Board of Review.

All applicants must file a claim with the Board of Review on a form prescribed by the State Tax Commission. The application must be filled out in its entirety and all requested documentation must be attached. If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the Board of Review will deny the exemption. All pages included with this application must be returned when the application is submitted for review.

Per MCL 211.7u(7), a person who files a claim for Poverty exemption IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year.

The poverty threshold for eligibility for a poverty exemption is a figure which is equal to the U.S. Department of HUD State of Michigan for the previous calendar year. To be eligible for a poverty exemption from property taxes, the income of the property owner (household) must be less than the poverty threshold for the number of persons within the household.

All income and assets for persons in the household are reported in accordance with a form prescribed by the State Tax Commission.

#Resolution No. 2023-013

- a. Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence must be included with the application including any property tax credit returns. The tax returns may be from the current or preceding tax year.

A completed signed copy of each of the following should be submitted:

1. The most recent Michigan Homestead Property Tax Credit (MI 1040 CR).
 2. The most recent Federal Income Tax Return (1040), if you are required to file federal income tax.
 3. The most recent Federal Income Tax Return (1040) for all other occupants of your home.
-
- a. If any person in the household is not required to file federal or state tax returns, the included affidavit, form 4988, must be completed by each person that does not file taxes.
 - b. The most recent statement for all bank accounts, investments, IRAs, CDs, 401Ks, money market, annuities, etc. The statement submitted must be complete with no missing pages and submitted for all persons residing in the home.
 - c. Proof of income/assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, and any College/University scholarships for all persons residing in the home.
 - d. The most recent mortgage statement of the primary residence under review, including any reverse mortgages.
 - e. If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application.
 - f. Maximum total allowed assets, including amounts in banking/investment accounts may not exceed the amount of the federal poverty guideline for the number of persons in the household. Maximum total allowed liquid assets, specifically amounts in banking/investment accounts may not exceed the amount of projected 2023 taxes PLUS 50% for the entire household. The Asset Level does not include the primary residence for which exemption is being sought. It does include, but is not limited to:
 - g. A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption.
 - h. Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles.
 - i. Jewelry, antiques, artwork, equipment, and other personal property of value.
 - j. Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property.
 - k. Withdrawals of bank accounts and borrowed money.
 - l. Gifts, loans, lump-sum inheritances, and one-time insurance payments.
 - m. Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
 - n. Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.
 - o. The total interest income in all accounts (checking, savings, CDs, IRAs, 401Ks, money market, annuities, etc.)
 - p. The applicant shall not have ownership interest in any real estate other than the primary residence being considered for exemption.
 - q. Applicants that meet the income and asset qualifications will have the taxable value reduced by 50% for the current year.
 - r. Poverty exemptions shall be granted for one year only. The property owner must apply every year to receive an exemption.

Number In Household	Home Income Limits
1	\$ 24,750
2	\$ 28,300
3	\$ 31,850
4	\$ 35,350
5	\$ 38,200
6	\$ 41,050
7	\$ 43,850
8	\$ 46,700

These thresholds are authorized by local resolution, most recent as of December 31st. These thresholds represent 30% of median income for the Ann Arbor area updated by HUD.

The City of Ypsilanti Poverty Exemption Guidelines and Application will be updated annually with the current year Poverty Income Guidelines as established by the United States Department of Health and Human Services without further resolutions. If alternative guidelines are adopted by this governing body a new resolution will be required.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 7 day of February 2023

#Resolution No. 2023-013



Resolution No. 2022-026
February 1, 2022

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City Council; and

WHEREAS, the principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390 of 1994, the City of Ypsilanti, Washtenaw County adopts the following guidelines for the Board of Review to implement.

The Board of Review shall use the following guidelines to determine if a property owner qualifies for a poverty exemption from property taxes:

1. Exemptions will be granted to owners of homesteads only. Property must be granted at least a 50% homestead exemption from the State of Michigan.
2. Per, MCL 211.7u(3), the application for consideration must be received by the Assessor's Office at least one day prior to the last session of the Board of Review. The application can be made by mail, if received one day prior to the last session of the Board of Review.
3. All applicants must file a claim with the Board of Review on a form prescribed by the State Tax Commission. The application must be filled out in its entirety and all requested documentation must be attached. If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the Board of Review will deny the exemption. All pages included with this application must be returned when the application is submitted for review.
4. Per MCL 211.7u(7), a person who files a claim for Poverty exemption IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year.
5. The poverty threshold for eligibility for a poverty exemption is a figure which is equal to the Federal income standards established annually by the United States Office of Management and Budget for the previous calendar year. To be eligible for a poverty exemption from property taxes, the income of the property owner (household) must be less than the poverty threshold for the number of persons within the household.
6. All income and assets for persons in the household are reported in accordance with a form prescribed by the State Tax Commission.
 - a. Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence must be included with the application including any property tax credit returns. The tax returns may be from the current or preceding tax year. If any person in the household is not required to file federal or state tax returns, the included affidavit, form 4988, must be completed by each person that does not file taxes.

- b. The most recent statement for all bank accounts, investments, IRAs, CDs, 401Ks, money market, annuities, etc. The statement submitted must be complete with no missing pages and submitted for all persons residing in the home.
 - c. Proof of income/assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, and any College/University scholarships for all persons residing in the home.
 - d. The most recent mortgage statement of the primary residence under review, including any reverse mortgages.
 - e. If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application.
7. Maximum total allowed assets, including amounts in banking/investment accounts may not exceed the amount of the federal poverty guideline for the number of persons in the household. Maximum total allowed liquid assets, specifically amounts in banking/investment accounts may not exceed the amount of projected 2022 taxes PLUS 50% for the entire household. The Asset Level does not include the primary residence for which exemption is being sought. It does include, but is not limited to:
- a. A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption.
 - b. Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles.
 - c. Jewelry, antiques, artwork, equipment, and other personal property of value.
 - d. Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property.
 - e. Withdrawals of bank accounts and borrowed money.
 - f. Gifts, loans, lump-sum inheritances, and one-time insurance payments.
 - g. Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
 - h. Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.
 - i. The total interest income in all accounts (checking, savings, CDs, IRAs, 401Ks, money market, annuities, etc.)
 - j. The applicant shall not have ownership interest in any real estate other than the primary residence being considered for exemption.
8. Applicants that meet the income and asset qualifications will have the taxable value reduced by 50% for the current year.
9. Poverty exemptions shall be granted for one year only. The property owner must apply every year in order to receive an exemption.

The following are the 2022 federal poverty income guidelines with are updated annually by the United States Department of Health and Human Services. The annual income includes income for all person.

Family of 1	\$12,880
Family of 2	\$ 17,420
Family of 3	\$ 21,960
Family of 4	\$ 26,500
Family of 5	\$ 31,040
Family of 6	\$ 35,580
Family of 7	\$ 40,120
Family of 8	\$ 44,660
For each add'l person ...	\$ 4,540

The City of Ypsilanti Poverty Exemption Guidelines and Application will be updated annually with the current year Poverty Income Guidelines as established by the United States Department of Health and Human Services without further resolutions. If alternative guidelines are adopted by this governing body a new resolution will be required.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE



Resolution No. 2023-014
February 7, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of January 24, 2023 City Council Meeting be approved.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
7 day of February 2023

#Resolution No. 2023-014



MINUTES REGULAR COUNCIL Meeting

6:00 PM - Tuesday, January 24, 2023
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, January 24, 2023, at 6:00 PM, in the Council Chambers, with the following members present:

PRESENT: Council Member Jennifer Symanns, Mayor Pro-Tem Steven Wilcoxon, Mayor Nicole Brown, Council Member Desirae Simmons, Council Member Evan Sweet, Council Member Roland Tooson, and Council Member Michelle King

ABSENT: None

I CALL TO ORDER

The meeting was called to order at 6:00 pm

II ROLL CALL

III 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.

IV AGENDA APPROVAL

The agenda was approved as submitted

V PUBLIC COMMENT (3 MINUTES)

None

VI GOAL SESSIONS - SHARONDA SIMMONS

- a) Goal Sessions Agenda

Goal sessions facilitated by Sharonda Simmons

VII RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No, 2023-008, approving the submission of a local government grant application for the purpose of resurveying the Historic District.

Mayor Pro-Tem Steven Wilcoxon moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2023-008

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City of Ypsilanti will file an application to the Michigan State Historic Preservation Office (SHPO) for the Certified Local Government Grant program in the amount of \$50,000 for the Resurvey of the Ypsilanti Local Historic District and;

Whereas, the City of Ypsilanti acknowledges that the Certified Local Government Grant Program is an expense reimbursement program. The City of Ypsilanti authorizes expenditures in the amount of \$50,000 for the project work, with funds from the City's General Fund, and;

Whereas, the City of Ypsilanti acknowledges it will be responsible for paying invoices as they become due and that reimbursement will be made upon completion of final project work, SHPO acceptance of the final completion report, and SHPO audit and acceptance of financial documentation for eligible costs, and;

Whereas, upon approval of the application by the SHPO, the City Manager or designee shall be authorized to sign the grant agreement, any necessary grant agreement amendments, and other agreement-related documents, and;

Whereas, Ellen Thackery, Preservation Planner, is appointed as the Grant Project Manager who will oversee the day-to-day grant management and grant administration duties, including vendor selection and coordinating the payment of vendor invoices;

RESOLVED, that City of Ypsilanti directs the Preservation Planner to file an application for a grant from the SHPO Certified Local Government Grant Program for \$50,000; and

RESOLVED, that the City Manager or designee be authorized to sign the grant application and any additional grant documentation, and to take any additional administrative actions necessary to implement this resolution; and

RESOLVED, that Ypsilanti City Council hereby adopts the proposed budget amendment included with this resolution.

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Steven Wilcoxon
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

- b) Resolution No. 2023-009, approving the minutes of January 10 and 17 2023.

**Council Member Evan Sweet moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-009
THAT the minutes of January 10 and 17, 2023 City Council Meeting be approved.**

RESULT:	CARRIED.
MOVER:	Council Member Evan Sweet
SECONDER:	Mayor Pro-Tem Steven Wilcoxon
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

- c) Resolution No. 2023-010, approving the extension of an agreement with the Washtenaw County Prosecutors Office for an expungement program.

**Council Member Roland Tooson moved, seconded by Council Member Evan Sweet, to approve Resolution No. 2023-010
That an extension for the grant agreement with the Washtenaw County Prosecuting Attorney for \$25,000 for support of the Expungement Program is hereby approved and the Mayor and City Clerk are authorized to sign for and on behalf of the City, subject to the approval of the City Attorney.**

RESULT:	CARRIED.
MOVER:	Council Member Roland Tooson
SECONDER:	Council Member Evan Sweet
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

- d) Resolution No. 2023-011, approving salary increases for the City Manager and the City Clerk.

**Mayor Pro-Tem Steven Wilcoxon moved, seconded by Council Member Jennifer Symanns, to divide the question for Resolution No 2023-011, separating the City Manager and City Clerk
WHEREAS, the City Council has evaluated both the City Manager and City Clerk for their performance; and**

WHEREAS, both employees were rated highly in their performance reviews; and

WHEREAS, both employees' salary will increase by 3%.

NOW THEREFORE, BE IT RESOLVED that the City Council approve the above salary increases effective retroactively to the date of employee evaluations

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Steven Wilcoxon
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

Council Member Jennifer Symanns moved, seconded by Council Member Roland Tooson, to approve Resolution No. 2023-011A, City Clerk
WHEREAS, the City Council has evaluated the City Clerk for their performance; and

WHEREAS, the employee was rated highly in their performance review; and

WHEREAS, the employee's salary will increase by 3%.

NOW THEREFORE, BE IT RESOLVED that the City Council approve the above salary increase effective retroactively to the date of employee evaluation.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Roland Tooson
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Evan Sweet, and Roland Tooson
ABSTAINED:	Desirae Simmons and Michelle King

Council Member Jennifer Symanns moved, seconded by Council Member Roland Tooson, to approve Resolution No. 2023-011B, City Manager
WHEREAS, the City Council has evaluated the City Manager for their performance; and

WHEREAS, the employee was rated highly in their performance review; and

WHEREAS, the employee's salary will increase by 3%.

NOW THEREFORE, BE IT RESOLVED that the City Council approve the above salary increase effective retroactively to the date of employee evaluation.

RESULT:	FAILED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Roland Tooson
AYES:	Jennifer Symanns, Nicole Brown, and Evan Sweet
NAYS:	Steven Wilcoxon
ABSTAINED:	Desirae Simmons, Roland Tooson, and Michelle King

VIII BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission. - None
2. Human Relations Commission. - None
3. Arts Commission. - Council Member Sweet stated he spoke with the chair of the commission and is excited to go to his first meeting.
4. Parks and Recreation Commission. - None
5. Sustainability Commission. - None
6. Historic District Commission. - None

7. Planning Commission. - Mayor Pro-Tem Wilcoxon stated the non-Motorized Committee chair will be stepping down as chair, and Dylan Goings will be taking the seat. The Committee asked the Planning Commission to amend the bylaws concerning officer appointments of committees. The Planner Hollie Andrews brought forth a text amendment to remove supportive housing for the code.
8. Zoning Board of Appeals - None

IX LIAISON REPORTS

1. SEMCOG Update - Mayor Pro-Tem Wilcoxon stated SEMCOG University held a forum on carbon reduction for FYs 24-26 concerning surface transportation and fleet replacement with potential grant opportunities to upgrade the city's fleet.
2. Washtenaw Area Transportation Study - None
3. Urban County - Mayor Brown stated there was a general introduction to new members.
4. Ypsilanti Downtown Development Authority - DDA Director Jacobs stated there was discussion regarding the way the Holiday store front competition would be reviewed.
5. Friends of Rutherford Pool - Mayor Pro -Tem Wilcoxon stated the pool continues to seek DNR and SPARK Grants to resurface the pool. The Friends group is also examining potential funding to increase programming.
6. Bicentennial Committee - None

X COUNCIL PROPOSED BUSINESS

a) King None

b) Simmons

1. Stated she would be following up with staff regarding information presented in the Council Information Letter.
2. Stated a resident emailed about speeding concerns at Prospect and Forest and inquired about traffic calming techniques.
3. Stated a resident stated there was an emergency call that received a large police presence in response. The individual felt the situation escalated as a result, and the police failed to properly identify themselves when requested.
4. A resident has offered to apply for an environmental justice bill grant.

c) Wilcoxon

1. Stated that the grant application for the Pen Dam removal is due by January 31, 2023, and the engineering group is working on it's submission. The project has received several letters of support, however, Ypsilanti Township has denied submitting a letter based on unanswered questions.

d) Sweet

1. Stated it was nice to meet everyone at the DPS Yard during his visit to the facility.

e) **Symanns**

1. Stated police do respond to emergency calls and are trained as first responders, however, she is uncertain why so many officers were sent.
2. She asked for a resolution to rescind the mask mandate for public meetings, which was supported by Mayor Pro-Tem Wilcoxon.

f) **Tooson**

1. Stated he was provided a tour of the DPS Yard and was amazed how much they can do with their equipment.

XI COMMUNICATIONS FROM THE MAYOR

1. Stated that she will be taking a tour of the DPS Yard on Thursday of next week, and would like to visit the other facilities.
2. Stated that the conversation was a learning experience. She was amazed by the alignment of Departments and Council and hopes that better communication will avoid confusion moving forward.
3. Stated she attended the Martian Luther King celebration at EMU as well as some EMU basketball games. She referenced the need for Council to provide support for the students of the university and to better collaborate with university administration.

XII COMMUNICATIONS FROM THE CITY MANAGER

XIII PUBLIC COMMENT (3 MINUTES)

None

XIV REMARKS FROM THE MAYOR

XV ADJOURNMENT

- a) Resolution No. 2023-012, adjourning the City Council Meeting.

The meeting adjourned at 10:06 pm

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



Resolution No. 2023-015
February 7, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, public entities returned to in-person meetings beginning on January 1, 2022; and

Whereas, at that time the Delta variant, a very contagious form of COVID-19, was widely spreading throughout Washtenaw County; and

Whereas, in the attempt to hold meetings as safely as possible, City Council continued to provide a virtual presence for its meetings and for all city boards and commissions, as well as approving Resolution No. 2022-001A, which required facemasks for all those in attendance; and

Whereas, the CDC currently rates Washtenaw County's Community Level at low risk of infection of COVID-19, and cases have been minimal in the county since July of this past year; and

Whereas, widely available vaccines and boosters combat the risk of transmission of COVID-19, and are the greatest defense against exposure.

Now Therefor Be it Resolved, that the City Council of the City of Ypsilanti, hereby rescind Resolution No. 2022-001A and remove the mask requirement for public meetings.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 7 day of February 2023

#Resolution No. 2023-015



Resolution No. 2022-001A
January 11, 2022

RESOLUTION TO REQUIRE ALL IN-PERSON ATTENDEES
AT CITY COUNCIL MEETINGS TO WEAR MASKS

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

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

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

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

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

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

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

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

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2023-016
February 7, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, in January of 2023, the city council engaged in goal setting and budget prioritization exercises with the valuable assistance from facilitator Sharonda Simmons and city administration; and

WHEREAS, Ms. Simmons prepared five strategic goals which outlines the results of the city council's goal setting sessions; and

WHEREAS, during the three goal session meetings; City Council, City Administration, and the facilitator developed five strategic goals:

Strategic Goal 1: Retain and Attract Staff

Retain and attract staff by ensuring they have the tools necessary to do their jobs well and by providing performance incentives

Strategic Goal 2: Community Mental Health

Identify community partnerships to achieve the goal of a regional non-emergency response plan and facilitate the creation of a response team

Strategic Goal 3: Community Engagement

Engage our residents through commissions, neighborhood hubs, communications, outreach tools, events and activities to sustain our community

Strategic Goal 4: Invest in Infrastructure

Invest in infrastructure to enhance community pride and ensure those that live, play, and work may do so safely

Strategic Goal 5: Revenue Generation and Housing

Generate revenue to provide adequate city services and examine different housing opportunities to meet a multigenerational need and economic need equitably.

WHEREAS, pursuant to Section 5.02 of the Ypsilanti city charter, the city council desires to adopt goals, objectives, and budget priorities for 2022-2023 to provide the necessary direction to the City Manager for allocation of resources for FY 2022-2023 proposed budgets.

#Resolution No. 2023-016

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the Ypsilanti city council does hereby adopt the Ypsilanti City Council 2022-2023 Goal-Setting Report as the city council's goals, objectives, and budget priorities for FY 2022-2023.

BE IT FURTHER RESOLVED THAT the Ypsilanti city council does hereby direct the City Manager to consider these adopted goals and objectives as priorities during the preparation of the FY 2022-2023 budget in accordance with Section 5.02 of the Ypsilanti city charter.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 7 day of February 2023

#Resolution No. 2023-016



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler, Gary Burchwell
DATE: February 7, 2023
SUBJECT: Purchase of an Environmental Truck

DESCRIPTION:

Purchase of an Environmental Truck

SUMMARY:

The Department of Public Service (DPS) has scheduled vehicle replacements in the budget to replace some of the aging vehicles in our fleet. One of those vehicles is an environmental dump truck which is used for our curbside recycling and yard waste operations. The oldest environmental dump truck was acquired by the City in November of 2006 and has been in continuous operation since then. The main purpose and use of this truck is to collect recycling and yard waste to transport it to the material recovery facility or the City's compost yard. This service is a DPS responsibility and the replacement of this vehicle is critical to our operations.

The City of Ypsilanti is a member of the Rochester Hills Municipal Cooperative group which has utilized the purchasing power of 60 communities in southeast Michigan to competitively seek bids for large municipal trucks and chassis. Due to our membership in this cooperative group this bid complies with the City's purchasing ordinance. The price is broken down into two components: the chassis cost and the body cost. The chassis cost includes the actual cab and chassis; the body cost includes the additional equipment which needs to be built onto the chassis for the truck to perform its function. The truck & chassis vendor is Freightliner and the dump body vendor is Heil. The cost breakdown for the truck is as follows:

Chassis: \$186,420
Body: \$169,410
Transfer/title: \$15

Total: \$355,845

This truck was originally budgeted for in FY19-20 at \$231,000. The City did order a replacement truck in FY20-21 for approximately \$210,000. That order was cancelled in late 2022. The funds that were allocated for that original purchase (environmental motorpool

capital carryover) will be used towards this purchase, as well as approximately \$50,000 in current year environmental motorpool capital.

RECOMMENDED ACTION:

Staff recommends City Council authorizes the purchase of an Environmental Truck from Wolverine Freightliner Eastside for a purchase price of \$355,845.00 with any change orders to be approved by the City Manager.

ATTACHMENTS: Truck Purchase Proposal
Body Detail
Chassis sales sheet

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-017
February 7, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the collection of curbside recycling and yard waste is an ongoing and important service offered to residents in the City of Ypsilanti; and,

WHEREAS, an environmental dump truck is vital to the necessary to collect recycling and yard waste; and,

WHEREAS, the City Council of the City of Ypsilanti had allocated funds in the FY 2019-2020 budget for this purchase; and,

WHEREAS, the purchase price of the vehicle is more than the originally budgeted amount;

WHEREAS, the remainder of the purchase price can be drawn from current year environmental motorpool capital;

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti approves the purchase from Wolverine Freightliner Eastside, Inc. in the amount totaling \$355,845.00 to be expended from the appropriate environmental motorpool capital accounts, with any change orders to be approved by the City Manager.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 7 day of February 2023

#Resolution No. 2023-017

Wolverine Freightliner Eastside, Inc.**NEW TRUCK DEPARTMENT SALES AGREEMENT**

107 S. Groesbeck Hwy
Mt. Clemens, MI 48043
586 783 2444



CUSTOMER:				DATE:			
City of Ypsilanti				1/30/2023			
PLEASE ENTER MY ORDER FOR ONE:				SALE TYPE:		MILEAGE:	
						STOCK: E270167	
YEAR:	MAKE:	MODEL:	TYPE:	COLOR:	V.I.N.:		
2023	Freightliner	Econic	Refuse	White	1HKASL14PV270167		
				TOTAL CASH PRICE OF VEHICLE:		\$355,830.00	
				TOTAL NUMBER OF VEHICLES:		1	
				COMPLETE ORDER VEHICLE PRICE:		\$355,830.00	
Heil 20yd Rear Ldr 2 cart tipper							
				TOTAL:		\$355,830.00	
				FET:			
				SALES TAX:			
WARRANTY:		TRANSFER/TITLE PROCESS:		LICENSE:		FACTORY REBATES:	
		\$15.00				TOTAL FEES: \$15.00	
DESCRIPTION OF TRADE-IN:				TOTAL CASH DELIVERED PRICE:		\$355,845.00	
				CASH SUBMITTED WITH ORDER:			
V.I.N.:				ALLOWANCE FOR TRADE-IN AS APPRAISED:			
				LESS BALANCE OWING:			
LIC PLATE # IF TRANSFER:		CUSTOMER PO NUMBER:				TOTAL DUE/FINANCED: \$355,845.00	
WARRANTY DISCLAIMERS: ANY WARRANTIES ON THIS PRODUCT ARE THOSE FURNISHED BY THE MANUFACTURER. THE DEALER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.							
"AS IS" SALE: UNLESS A SEPARATE WRITTEN DOCUMENT INDICATING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS SIGNED BY THE DEALER AND THE PURCHASER, THIS VEHICLE/CHASSIS IS SOLD "AS IS". THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OR ANY REPAIR(S) OR TO CORRECT ANY DEFECT(S) THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE/CHASSIS BEYOND ANY WARRANTY WHICH MAY EXIST FROM THE MANUFACTURER.							
SIGNED:							
THIS ORDER IS NOT VALID UNLESS				STREET ADDRESS: 1 South Hurin St			
SIGNED AND ACCEPTED BY DEALER				CITY, STATE, & ZIP: Ypsilanti, MI 48197			
OR HIS AUTHORIZED REPRESENTATIVE				BUS. PHONE:			
APPROVED:				SALESPERSON: Steve Sexton			
DEALER OR AUTHORIZED REPRESENTATIVE							



ADDITIONAL TERMS AND CONDITIONS

DEFINITIONS: As used in this agreement, the terms: (A) "Dealer" shall mean Wolverine Truck Sales, Inc., Wolverine Freightliner Westside, Inc., Wolverine Freightliner Eastside, Inc. to whom this agreement is addressed and which is a party to this agreement upon the countersignature of its president, general manager, branch manager, or controller. (B) "Purchaser" shall mean the party initiating this agreement as identified on the face of this agreement. (C) "Manufacturer" shall mean the manufacturer of the vehicle or chassis. The Purchaser understands and agrees that the Dealer is in no respect an agent of any Manufacturer and that the Dealer and Purchaser are the sole parties to this agreement.

MANUFACTURER'S PRICE CHANGE: If the Manufacturer notifies the Dealer of a price increase for the vehicle or chassis of the same style and type as ordered by this agreement before delivery of the vehicle or chassis to the Purchaser, the Dealer has the right to adjust the cash delivered price of this agreement. If the price increase is greater than ten percent (10%) of the original purchase price of this agreement, the Purchaser has the right to cancel this agreement. Should the Purchaser choose to cancel this agreement, the Dealer will refund to the Purchaser all amounts previously paid. If the Purchaser had delivered to the Dealer a used vehicle as all or part of the payment required, the Dealer shall redeliver the used vehicle to the Purchaser subject to customary and reasonable charges for any repairs or improvements performed to the used vehicle. If the Dealer has sold Purchaser's trade-in-vehicle, the Dealer shall pay to the Purchaser the lesser of the agreed-upon value of the used vehicle in this agreement or the proceeds of the sale of the used vehicle.

MANUFACTURER'S DESIGN CHANGES: If the Manufacturer changes or modifies the design of or any part of accessory of the vehicle or chassis after the Purchaser's order has been entered by the Dealer, the Purchaser shall have no claim or right against the Dealer should the Purchaser's new vehicle or chassis not contain such changes or modifications, nor shall the Dealer be required to effect such changes or modifications to the Purchaser's new vehicle or chassis not contain such changes or modifications, nor shall the Dealer be required to effect such changes or modifications to the Purchaser's new vehicle or chassis.

DAMAGES LIMITATIONS: The Purchaser understands and agrees that the Dealer shall not be responsible for any damages (including incidental or consequential damages) resulting from any failure acts or omissions caused by the Manufacturer or by the Dealer (including but not limited to any inability to procure the unit(s) purchased /ordered or delivered).

CHANGES OTHER THAN MANUFACTURER'S DESIGN CHANGES: If the ordered vehicle arrives at the Dealer's place of business not equipped in accordance with this agreement (and such changes are not attributable to a Manufacturer's change in design), the Dealer has the right to cure such non-conformity within (10) business days from the date of delivery. If Dealer chooses not to cure said non-conformity within (10) business days, the Purchaser has the right to refuse delivery with no loss of deposit or to negotiate a new purchase agreement.

USED VEHICLE APPRAISAL: If the Purchaser is delivering a used vehicle or chassis to Dealer as part of the purchase price and delivery will not be made until Purchaser's new vehicle or chassis is delivered, the Dealer shall have the right to reappraise the Purchaser's used vehicle at the time the new vehicle or chassis is delivered. The reappraised amount shall be the amount allowed for the used vehicle of chassis in this agreement. If the Purchaser does not accept the reappraisal, the Purchaser may cancel this agreement provided that such cancellation occurs before delivery of the new vehicle or chassis to Purchaser and provided further that Purchaser agrees to forfeit any amounts previously paid by Purchaser to the Dealer.

TITLE TO THE USED VEHICLE: Any used vehicle delivered by the Purchaser to the Dealer in connection with this agreement must be accompanied by titled documents sufficient to enable the Dealer to obtain a title to the vehicle in accordance with applicable state law. The Purchaser warrants that any used vehicle delivered to the Dealer is properly titled to the Purchaser and that the Purchaser has the right to sell or otherwise convey such vehicle and that such vehicle is free and clear of liens or encumbrances except as may be noted on the first page of this agreement.

PURCHASER'S REFUSAL TO PURCHASE: In the event of failure by the Purchaser to perform the Purchaser's obligations including but not limited to cancellation, failure to take delivery or failure to pay the agreed purchase price for the ordered vehicle or chassis, Purchaser agrees to pay the Dealer as liquidated damages, eleven percent (11%) of the total delivered price of this agreement. Purchaser acknowledges that this liquidated damages provision is not Dealer's sole or exclusive remedy and Dealer may retain any down payment, recover curtailments and all other damages and expenses, including loss of sale, loss of profit and accrual attorney fees arising from Purchaser's breach in lieu of this liquidated damages provision. If the Purchaser has delivered a used vehicle or chassis to the Dealer as part or all of the purchase price, the Dealer may sell the used vehicle or chassis and retain the proceeds as partial satisfaction for damages arising from the Purchaser's default, as set forth above.

TAX LIABILITY: The Purchaser shall be liable for all sales, use or other taxes of a similar nature applicable to the transaction unless such payment otherwise is prohibited by law, provided that the Purchaser in no event be liable for any taxes calculated on the Dealer's income.

INSURANCE UNAVAILABILITY: In the event this agreement includes a charge for credit life disability insurance and for any reason such insurance cannot be provided, the Purchaser shall receive a credit for the amount charged for such insurance, but neither the inability of the Dealer nor any assignee of the Dealer to secure such insurance for the Purchase shall relieve the Purchaser from any obligation under this agreement. Credit life or credit disability insurance are not mandatory.

ATTORNEY FEES: Purchaser hereby agrees to pay all attorney fees incurred by Dealer in defending itself against all claims where Dealer prevails or collection fees associated with collecting amounts to which it is entitled under this agreement.

VENUE: Purchaser agrees that all disputes will be filed and determined in Wayne County, Michigan.

INSPECTION OF UNIT: Purchaser affirms that they have been afforded the opportunity to inspect the Unit as extensively as desired.

MANUFACTURER'S WARRANTY (IF APPLICABLE): The only warranty that may exist for this Unit (unless specified in a separate written document signed by a Wolverine Truck Sales, Inc., Wolverine Freightliner Eastside, Inc. or Wolverine Freightliner Westside, Inc. manager indicating dealer warranty terms or service contract) is a Manufacturer's warranty. Only the Manufacturer shall be liable for performance under such a warranty.

WINDOW FORM OVERRIDE: If this agreement is for a used vehicle, the information you see on the (Federal Trade Commission) Window Form is part of this agreement. Information on the window form overrides any contrary provisions in the contract sale.

PURCHASER CERTIFICATION: I certify that I am of legal age and hereby acknowledge receipt of a copy of this order.

ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties and supersedes any other agreement between the parties. This agreement may be amended or terminated only by written instrument signed by Purchaser and by Dealer's president, general manager, branch manager or controller. There are no agreements, promises, warranties, covenants or other undertakings other than those expressly set forth in this agreement, unless drafted in accordance with the conditions set forth in this agreement.



Michigan Office:
 78 Northpointe Drive
 Lake Orion, Michigan 48359
 Phone: (248) 370-0000
 Fax: (248) 370-0011

Ohio Office:
 1045 Taylor Road
 Gahanna, Ohio 43231
 Phone: (614) 655-0022
 Fax: (614) 655-0023

Date: January 30, 2023

Quote prepared for: Mr. Steve Sexton

Wolverine Freightliner
 3550 Wyoming
 Dearborn, MI 48120



Qty	Description	Your Price (each)	Total
1	Heil (20) Cubic Yard Capacity High Compaction Rear Loader		
	Mounting, clutch shift PTO, remote gear pump, fast cycle time 16-18 seconds		
	Dual hopper work lights, switch on tailgate, LED side backing assist lights		
	Multi-function strobe package, 3rd Eye rear camera system		
	Heavy Duty contractor's package, side door interlock, 20 LB. fire ext.		
	Broom & Shovel rack mounted on tailgate, mud flaps, front and rear		
	(2) Bayne cart tippers, Model BTL208-12		
	Delivery and Training		
	15,000# reeving cylinder with lip and latch kit		
	Your Price as Equipped		\$169,410.00

Delivery:
 F.O.B.

If you wish to proceed with the quote provided, please sign and return.

Authorized Signature: _____

*Thank you for considering **Bell Equipment Company** for your equipment needs.*

Clark R. Bushman, Vice President/Sales
 Cell: 248-705-1353

Prices are as of this date. Buyer should confirm pricing after 30 days.



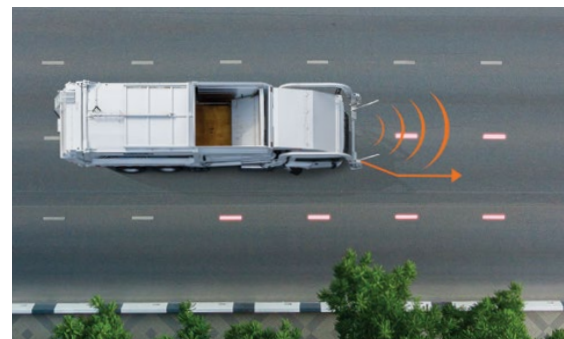
WE REINVENTED THE REFUSE TRUCK.

The EconicSD offers the most advanced safety and connectivity tools on the market. The Detroit Assurance® suite of safety systems uses radar and camera technologies to deliver exceptional on-road control and to help decrease the risk of collisions and the costs associated with them. The EconicSD comes standard with:



ACTIVE BRAKE ASSIST TO HELP MITIGATE POTENTIAL COLLISIONS

Active Brake Assist automatically detects distances from the front of the truck to other vehicles through a radar system. Based on the speed and position of the truck in relation to other vehicles, the system warns the driver and can engage in full or partial braking to mitigate potential collisions that might otherwise be unavoidable.



LANE DEPARTURE WARNING TO ALERT DRIVERS OF UNINTENTIONAL LANE CHANGES

Lane Departure Warning is a feature that tracks the truck's position and sounds a warning when an unintentional lane change is initiated. A windshield-mounted, forward-facing camera detects the road's reflective paint and its lane markers.



ADAPTIVE CRUISE CONTROL TO MAINTAIN SAFE FOLLOWING DISTANCES

Adaptive Cruise Control (ACC) automatically adjusts cruising speed to maintain a safe, continuous following distance from vehicles in the lane ahead. ACC decelerates the truck to its preset distance using torque reduction, engine braking and service braking, maintaining a reduced cruising speed and reaccelerating to the set cruising speed when the slower vehicle clears or accelerates.



SIDE GUARD ASSIST TO ALERT DRIVERS TO OBJECTS IN THE TRUCK'S BLIND SPOTS

Side Guard Assist uses two radar sensors to monitor the proximity of the truck's passenger side for objects such as bicyclists, vehicles, etc. If the truck veers into an already populated lane or attempts a right turn in city traffic with objects in its blind spot, an audible and visual warning will alert the driver.

SPECS & OPTIONS

STANDARD FEATURES

- 81" BBC (98" effective BBC)
- Steel-reinforced aluminum cab
- Detroit® DD8™ engine with 350 HP and 1050 lb-ft torque
- Allison automatic 3000 Series 6-speed RDS transmission
- Set-back axle configuration with up to 46-degree wheel cut
- 18,000-lb. front axle
- 46,000-lb. tandem rear axles
- Wheelbases: 192"/4875MM
- All-wheel disc brakes
- Steel disc front and rear wheels
- Front and rear air suspension
- 2 million RBM frame rail and pre-drilled frame rails
- LED headlights
- Electronic Stability Control (ESC)
- Cab design facilitates through-cab access
- Suspended driver's seat with multi-axis adjustment
- Infinitely adjustable air steering column
- Modern digital instrument cluster with steering wheel controls
- Detroit Connect Virtual Technician® remote diagnostic service (3 years included)
- Detroit Assurance® suite of safety systems includes Active Brake Assist, Adaptive Cruise Control, Lane Departure Warning and Side Guard Assist
- Enhanced mirror system to expand field of vision
- Tinted panoramic windshield
- Automatic windshield wiper and light sensors
- High performance, two-position engine brake
- Electronic braking system with ABS for more efficient operation and maintenance
- 50-gallon aluminum fuel tank
- Two-battery 24V system with 12V TEM interface connectors

OPTIONAL FEATURES

- Built-in camera system with 4-way views displayed on a flat-screen dash monitor
- Pneumatic bi-fold door with full-length tinted glass located on passenger's side
- Automated frame lowering and lifting by front and rear air suspension
- Right-hand or left-hand steer configuration
- 80-gallon aluminum fuel tank
- 20,000-lb. front axle (low roof cab)
- 6.82 rear axle ratio
- Allison automatic 3300 RDS transmission with PTO provision (low roof cab only)
- Allison transmission retarder
- Aluminum disc wheels (only available with 18k front axle)
- 204" wheelbase
- Yellow interior grab handles

THE FIVE CONTRIBUTING FACTORS THAT MAXIMIZE RCO.



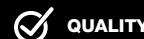
Freightliner Trucks works closely with truck equipment manufacturers (TEMs) to create vehicles with various refuse options that TEMs can efficiently upfit, reducing time and costs.



Our support keeps you on the road with a 24/7 toll-free hotline, hundreds of service locations and Detroit Connect Virtual Technician services to keep you informed of fault events and how best to fix them. The EconicSD is also equipped with the ultra-efficient 350 HP Detroit DD8 engine offering the longest maintenance intervals in its class.



We understand the importance of operator visibility, entry and egress. Comfort in the truck during a long workday can help reduce fatigue and improve safety. Freightliner's EconicSD offers numerous innovative safety features and an ergonomically designed, spacious cab to help keep drivers safe and productive.



Freightliner trucks are designed to maximize reliability and longevity. We rigorously test our products to ensure each model meets or exceeds customer business needs. Quality construction and durable materials help Freightliner trucks stay on the job and drive business results.



Productivity starts with efficiency and dependability that maximize uptime. A truck has to be in-service and getting the job done. We're focused on designing and testing severe duty trucks for real-world conditions.



AVAILABLE CAB CONFIGURATIONS



AVAILABLE AXLE CONFIGURATION

6x4 Axle

DESIGNED FOR REFUSE. BUILT FOR SAFETY.

The design is innovative, the build is uncompromising and the technology leaves everything else behind. The Freightliner EconicSD™ is a truck built for one purpose—to redefine the refuse category. The driver experience was designed to maximize productivity by ensuring safety and comfort. The low-entry design makes entry easy, and the panoramic view and low seating position enhance navigation. A digital instrument cluster and steering wheel controls create an intuitive interior.

The EconicSD is the first and only refuse truck in North America to offer Detroit Assurance® suite of safety systems. This groundbreaking collision mitigation system comes standard with Active Brake Assist, Adaptive Cruise Control, Lane Departure Warning and Side Guard Assist.

The Detroit® DD8™ engine delivers best-in-class maintenance intervals and includes Detroit Connect Virtual Technician® a remote diagnostic service that helps fleets make fast, informed service decisions.

With its unique combination of ergonomics, versatility and technology, the EconicSD™ performs like no other commercial vehicle, delivering exceptional productivity day in and day out.

Learn more at Freightliner.com

Competitive financing available through Daimler Truck Financial. For the Freightliner Trucks dealer nearest you, call 1-800-FTL-HELP 9421. FTL/MC-B-1548. Specifications are subject to change without notice. Freightliner Trucks is registered to ISO 9001:2015 and ISO 14001:2015. Copyright © 2021 Daimler Trucks North America LLC. All rights reserved. Freightliner Trucks is a division of Daimler Trucks North America LLC, a Daimler company.

DAIMLER | Freightliner - A Daimler Group Brand





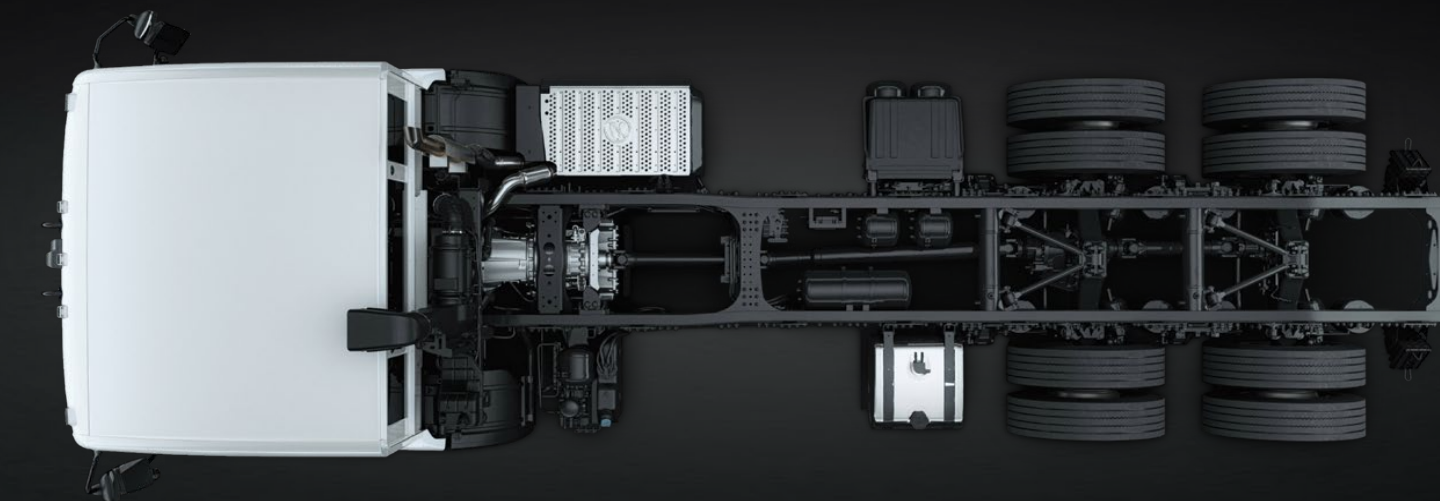
ULTRA-SAFE. ULTRA-SMART. DESIGNED FOR REFUSE.

- High roof and low roof cab configurations available
- 6x4 axle configuration available
- Up to 46-degree wheel cut
- Spacious and modern cab enabling through-cab access
- All-wheel disc brakes
- Corrosion-resistant severe duty aluminum cab reinforced with e-coated steel
- Panoramic windshield for superior visibility
- Front axle and suspension up to 20k capacity
- LED headlights
- Short wheelbase to ensure superior maneuverability
- Powerful premium engine brake to reduce mechanical brake wear
- Air front and air rear suspensions



ENGINE

- Detroit® DD8™ 350HP/1050 lb-ft torque
 - Variable cam phasing technology leads to fewer regens and improved uptime
 - Best-in-class fuel efficiency
 - Best-in-class maintenance intervals



DETROIT CONNECT VIRTUAL TECHNICIAN®

Detroit Connect Virtual Technician is a remote diagnostic service that empowers fleets to make fast, informed service decisions by transmitting data to the experts at the Detroit Customer Support Center. Within minutes, fleet managers know the severity of an issue and the smartest way to solve it.

FUEL & AFTERTREATMENT SYSTEMS

- Vertical and horizontal aftertreatment system mountings
- 6.6-gallon DEF tanks
- 50-gallon (standard) or 80-gallon (optional) aluminum fuel tank

TRANSMISSION

- Allison automatic with PTO and optional transmission retarder

AXLES (UP TO)

- Steer 18,000-lb. / 20,000-lb. (low roof cab only)
- Drive 46,000-lb. tandem hub reduction

FRAME RAILS

- Standard single-channel frame rails
- 11/32" (9mm) reinforced frame rails
- 2 million RBM frame rails
- Pre-drilled frame rails for easy body and accessory upfit
- Weight optimized hardware

TECHNOLOGY

- Detroit Connect Virtual Technician remote diagnostic service
- Detroit Assurance® suite of safety systems



VISIBILITY

- Oversized tinted panoramic windshield for high visibility and low seating position for unimpeded cross-cab vision
- Enhanced mirror system enabling an expanded field of vision
- Automatic windshield wiper and light sensors
- Optional built-in camera system for 4-way visibility



ENTRY/EGRESS

- Innovative low-entry cab design offering easier entry and egress than competing commercial vehicles
- 19" step-in height, half the height of conventional trucks
- 88-degree door opening for ease of entry and egress
- Optional kneeling function on front axles to further reduce the ergonomically low step-in height by several inches



WALK-THROUGH CAB

- Through-cab access for drivers and passengers
- Optional pneumatic bi-fold doors
- Spacious and modern cab designed with driver comfort in mind
- Suspended driver's seat with multi-axis adjustment



ENGINE ACCESS

- Tilting cab for convenient access to engine and components
- Detroit DD8 engine
- Allison automatic transmission
- Detroit Connect Virtual Technician remote diagnostic service



MANEUVERABILITY

- Set-back axle with up to 46-degree wheel cut enabling superior performance in tight spaces
- Short wheelbase to enable enhanced maneuverability



DASH

- Intuitive digital instrument cluster that displays key information on LCD screen
- Ergonomic steering wheel controls allowing drivers to cycle through key information



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Frances McMullan
DATE: February 7, 2023
SUBJECT: Downtown Development Authority Administrative Services Contract of 2023

DESCRIPTION:

Downtown Development Authority Administrative Services Contract of 2023

SUMMARY:

In 2016, the Ypsilanti Community and Economic Development Department ("Department") submitted a proposal to provide Executive Director Services to the Ypsilanti DDA. The YDDA and the City Council approved the services contract in February 2016. The Department currently provides a team of well qualified individuals with the knowledge, experience, skill, and ability to manage the day-to-day operations, provide staff support to the Board, and provide technical assistance, advice, and guidance to sustain and enhance the Ypsilanti DDA. Additionally, the Department provides these services at a reduced cost to the DDA without dereliction of City services to allow for more DDA resources to be allocated to projects and not staff. This contract has been renewed every two years since 2016 with few changes

The YDDA would like to extend services for an additional two-year term and correct for some of the challenges previous contracts have imposed. The City is willing and able to commit to another two-year term and the Department has been able to reduce duplication of staff time and services to the business community and core resources of the DDA districts. General accomplishments over the past two years include:

- Extensive financial and logistic support for special events, community development programming, and arts and cultural placemaking
- Passed a balanced budget since 2017 and leveraged several hundred thousand dollars in MEDC Grants to local businesses
- Achieved cost savings in waste management contract
- Holiday Lighting at Riverside Park, Water Tower, and Tridge
- Leveraging grant opportunities like Match on Main from the MEDC for Building Improvements

- Permanent Café Lights in heavily trafficked pedestrian corridors
- Achieving Michigan Main Street Engaged Level
- Completing the Sale of Riverside Arts Center
- Permanent Café Lights in heavily trafficked pedestrian corridors
- Landscaping Contract Improvements
- West Cross Alley Reconstruction Project
- Downtown and West Cross Tree Replanting
- Cigarette Butt Recycling Program
- Created a Developer Incentive Brochure to help new entrepreneurs identify financing
- Provided artist opportunities at the North Huron Parking Lot Billboard
- YDDA Sponsored Historic Walking Tours
- YDDA Liquor Licenses for Thompson Block, Hamburger Mary's, and 101 W Michigan

The YDDA is an independent Michigan Authority with Authority powers, including the power to contract. The City created the YDDA to help protect and grow property values and provide economic development opportunities for local businesses in Downtown, Depot Town, and West Cross. Since 2016 both parties have historically recognized the value provided to both organizations by having staff execute key roles for both the City and DDA. This new agreement improves on several key areas to allow the City to invoice for DPS, YPD, and other departments time who provide services to the YDDA outside of existing contracts and retains these services until 2025. This agreement also includes provisions allowing for the YDDA Board annual evaluation of staff assigned and budgeting performance-based compensation. Lastly, this agreement corrects for a potential conflict of interest in how stipends assigned to DDA staff are distributed by giving that authority to the City Manager in consultation with the DDA Board as opposed to a Department Head. Lastly, the price to the YDDA for these services is up to \$60,000 annually in this agreement, a \$2,000 increase from the agreement signed in 2022.

ATTACHMENTS:

YDDA Administrative Services Agreement

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-018
February 7, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City seeks to provide Executive Director and administrative services to the Ypsilanti DDA; and

WHEREAS, the Ypsilanti DDA seeks to enter into an Administrative Services Contract for the services of the City; and

WHEREAS, The City of Ypsilanti approves of the use of City staff for a 24 month contract for services to the Ypsilanti DDA with compensation; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council directs the Mayor and City Clerk to enter the Administrative Services Contract as provided for 24 months to staff the Executive Director and administrative services of the Ypsilanti Downtown Development Authority.

OFFERED BY: _____

SECONDED BY: _____

YES: _____ NO: _____ ABSENT: _____ VOTE: _____

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this 7 day of February 2023

#Resolution No. 2023-018

INTERGOVERNMENTAL CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY AND
CITY OF YPSILANTI

This agreement is made between the **Ypsilanti Downtown Development Authority (“YDDA”)** a Michigan Downtown Development Authority of 1 South Huron Street, Ypsilanti, MI 48197, and the City of Ypsilanti (**“CITY”**) a Home Rule City of 1 South Huron Street, Ypsilanti, MI 48197.

GENERAL RECITALS

Legal Authority. The City is a Michigan Home Rule City and the YDDA is a Downtown Development Authority created by the City. The YDDA is an independent Michigan Authority with Authority powers, including the power to contract. The YDDA in the past has hired a director to administer the Authority but since 2016 these services have been provided by a contract with the City for the administration of the YDDA in the day-to-day operations.

Conflict of Interest. Both parties have historically recognized that there could be some inherent conflicts of interest in the performance of this contract and the proposed agreement is aimed to correct some of those flaws. The parties agree that if a conflict of interest of a substantial nature should arise, that either party recognizing such conflict shall notify the other party of the conflict and the parties shall determine a proper course of conduct to settle the conflict, including the hiring of an outside administrator for the YDDA.

The parties have negotiated certain terms of a contractual services agreement in which the City will provide DDA Executive Director and support services to the YDDA.

Nothing in this agreement shall alter the intergovernmental agreement between the DDA and City of Ypsilanti (Resolution No. 2022-044 of February 15, 2022)

AGREEMENT

In consideration of the promises of the parties and of the mutual benefits to be derived from the observance of the covenants in this Agreement, the parties agree as follows:

1. **EFFECTIVE DATE.** The parties acknowledge and agree that the City’s start date shall be February 16, 2023
2. **DUTIES.** The YDDA agrees to contract with the City to carry out the usual duties of a YDDA Executive Director and support staff according to the will, mission, vision, and business set forth by the YDDA Board. The Community Development Department (**Department**) will perform the contract for the City and will be assigned duties and tasks by the YDDA Board and will act in an efficient and conscientious manner and will always exercise discretion and judgment in the best interest of both parties in performance of the duties. The City Manager shall assign employees to perform this contract and the stipends of each position in consultation with the YDDA Board,

including an assigned employee of the Department to serve as the DDA Executive Director and regularly attend and YDDA Board meetings and sub-committee meetings as requested. The Department will prepare annual budgets and reports as required by statute and law for the approval of the YDDA Board. The City Manager may also authorize support from other Departments including, but not limited to, the Department of Public Services, Ypsilanti Police Department, and Ypsilanti Fire Department to be billed to the Ypsilanti Downtown Development Authority at an agreed upon price at the time services are provided.

3. **SCOPE OF WORK.** The YDDA will review and evaluate the performance of services provided by City employees from the Department based on how its strategic goals and priorities are met annually. The YDDA Board may authorize performance-based compensation to City employees for exceptional work as a result of these annual evaluations and may budget annually for this.
4. **LENGTH OF TERM AND TERMINATION.** The relationship of the parties shall be of contracting governmental bodies.
 - a. The parties agree that the term of this agreement shall be for **24 months** from the starting date of this agreement, unless this agreement is terminated prior to that date as provided herein.
 - b. This agreement may be terminated at any time during the term, upon the mutual agreement of the parties.
 - c. The City may terminate this agreement by giving 120 days prior written notice to the YDDA.
 - d. The YDDA may terminate this agreement by giving 30 days prior written notice and the YDDA shall pay for the entire month in which services were provided.
 - e. Either party may immediately terminate this agreement for a material and substantial breach of the contract by the other party, or in the event of a conflict of interest that would prohibit the continuation of the services performed.
5. **CONSIDERATION.** The YDDA shall pay a base rate of \$60,000 per year, payable in even monthly installments to the City. Any adjustments shall be made and based on services received. A 2.5% increase is to be provided annually for the purpose of providing cost of living adjustments to the stipends provided to City staff for carrying out the duties of this contract.
6. **REPORTING REQUIREMENTS.** The City shall provide an accounting of time spent on YDDA activities by Department staff by the last day of each month.
7. **ASSIGNMENT OF PERSONNEL.** The City Manager shall be responsible for the assignment of personnel to carry out the terms of this agreement and notify the YDDA. The DDA Executive Committee shall have a role in the hiring process for DDA Executive Director. The City Manager shall notify the YDDA of any personnel changes within thirty (30) days or sooner if possible. The City shall provide staff support of not less than a total combined amount of 30 employee hours per week. Employees of the City shall not be employees of the YDDA and no officer, official, volunteer or employee of the YDDA shall be an employee of the City because of this agreement or the performance thereof.
8. **STANDARD OF PRACTICE.** The City shall perform services on behalf of the DDA in accordance with the standards of professional services and care normally required by an Executive Director of a Downtown Development Authority.

- 9. CONFLICT OF INTEREST.** In the case of any direct or perceived conflict of interest, the City shall notify the Chair of the YDDA (**CHAIR**) at the earliest possible time and the Chair and City Manager will determine if a conflict exists. If a conflict does exist, the Chair will notify the YDDA Board and City Manager, and the City will withdraw from the particular work and be excused from any situation in which the conflict exists.
- 10. TRAINING EXPENSES.** The YDDA shall pay all expenses associated with training or professional development associated directly to the YDDA in addition to the consideration set out above in section 5. The Chair and City Manager shall agree on the training and professional development.
- 11. YDDA OFFICE AND PUBLIC ACCESS.** The City agrees to maintain the YDDA office and create public hours at 1 South Huron Street, Ypsilanti, MI 48197, dedicated email address, dedicated phone numbers, YDDA website, and to have public office hours and accessibility.
- 12. IDEMNIFICATION.** To the extent allowed by law, the YDDA shall indemnify and hold the City harmless from any error or omission, tort, professional liability claim, demand, suit or legal action, and will purchase and maintain insurance to defend, save harmless and indemnify the City against the same whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duties and responsibilities of this contract, provided the City acted both in good faith and within the scope of duties set out in this contract.
- 13. INTERPRETATION OF CONTRACT.**
- a. This Agreement constitutes the entire understanding between the YDDA and the City. There are no oral understandings, terms or conditions and no party has relied on any representation, express or implement, not contained in this Agreement.
 - b. This Agreement may be changed only by a written amendment signed by both parties.
 - c. If any provision or any portion of this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement shall not be affected and shall remain in full force and effect.
- 14. VENUE AND JURISDICTON.** All venue and jurisdiction for any disagreement dispute or claim concerning this contract shall be in Washtenaw County, Michigan

IN WITNESS WHEREOF, the undersigned have set their hands:

For the CITY OF YPSILANTI

Nicole Brown, Mayor

Date: _____

Andrew Hellenga, Clerk

Date: _____

For the YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY

Patton Doyle, DDA Chair

Date: _____

Board and Commission Application for Reappointment

First Name	Aaron
Last Name	Seagraves
Address	913 N Congress,
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	
Email Address	
Board or Commission of Reappointment	Arts Commission
Number of Terms Served	1
Did you hold a Position of Leadership?	No
During your time, how did you assist your Board or Commission to achieve its purpose as stated in the enabling legislation?	Assisted in drafting the Commission Guidelines. Key part in bring in Tremaine Foundation funds (recently received) for the forthcoming community and artist survey.
How will you continue to assist your Board or Commission to achieve its purpose if reappointed?	Look forward to implementing the community and artist survey this year and help find residents of the City to apply to join the ranks of the Commission soon. The survey results will provide the Commission direction in furthering it's priorities.
Number of absences	2
If you had over 3 absences in a calendar year please explain? (this information will not be made available to the public)	N/A
Electronic Signature Agreement	I agree.
Electronic Signature	Aaron L Seagraves



Resolution No. 2023-019
February 7, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or three (3) members of Council.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
7 day of February 2023

#Resolution No. 2023-019