



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, June 20, 2023 @ 6:00 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. WORK SESSION - 6:00 PM TO 7:00 PM

4 - 15

- A. Discussion of potential changes to Chapter 7 and associated zoning code in Chapter 122
[Proposed Ordinance 1408](#)
[Maps](#)

VI. PUBLIC COMMENT (3 MINUTES)

VII. CONSENT AGENDA

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- A. Resolution No. 2023-108, approving the Consent Agenda.
[2023-108 - Pdf](#)

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- B. Resolution No. 2023-109, approving the City Council minutes of June 6, 2023.
[2023-109 - Pdf](#)

28 - 32

- C. Resolution No. 2023-110, approving the contract for the Fire and Police Pension Administrative Services for FY 2023-2024.
[2023-109 - Pdf](#)

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- D. Resolution No. 2023-111, authorizing the Treasurer to levy special assessments for the 2023 Summer Tax Bill.
[2023-111 - Pdf](#)

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

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- A. Appointment of the Community Benefits Agreement Committee for 206 N Washington

Applicants:
Erin Bultema
Kat Layton
Yvonne Cudney
Jason Cloutier
Andrew Fanta
Jenny Rose Ryan
Charlene Weir
Hayden Pendergrass
Marie St. Peter

[Applications](#)

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- B. Resolution No. 2023-112, approving appointments to boards and commissions.
[2023-112 - Pdf](#)

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- C. Resolution No. 2023-113, approving a lease for various parking spots to participate in the GM Dealer Charging Program.
[2023-113 - Pdf](#)

94 - 98

- D. Resolution No. 2023-114, approving the lease of a parking space in the N. Adams Lot to the Bellfolwer.
[2023-114 - Pdf](#)

IX. BOARD AND COMMISSION - LIAISON REPORTS

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

X. LIAISON REPORTS

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

XI. COUNCIL PROPOSED BUSINESS

XII. COMMUNICATIONS FROM THE MAYOR

XIII. COMMUNICATIONS FROM THE CITY MANAGER

XIV. COMMUNICATIONS

Jul 11, 2023 - Discussion regarding Boards and Commissions

XV. PUBLIC COMMENT (3 MINUTES)

XVI. REMARKS FROM THE MAYOR

XVII. ADJOURNMENT

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- A. Resolution No. 2023-115, adjourning the City Council Meeting.
[2023-115 - 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
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1408**

1. **THE CITY OF YPSILANTI HEREBY ORDAINS** That the Ypsilanti City Code is Chapter 7 -MARIJUANA, is hereby amended Which Chapter reads as follows:

Sec. 7-4.1. - Permit requirements

(a) No person shall own or operate a marihuana establishment in the City without first applying for and receiving a permit from the city clerk's office, and a state license issued by the State of Michigan.

(b) Licenses are transferrable upon state approval and payment of the transfer fee. Transfers may only be granted upon the following:

1. All building improvements, as described in the application, will be completed, and approved at the originally applied location.
2. The facility has been awarded a state license at the originally stated location.

(c) Permit shall be valid from January 1 to December 31

(d) A Permit shall be issued or renewed upon payment of the required fee, submission of a completed application in compliance with the provisions of this article, and compliance with all provisions and requirements of this article. Application to renew a permit shall be filed not later than November 15th, if November 15th falls on a weekend, applications are due not later than the following Monday. For each day following the deadline \$100 late fee will be added to the application cost. Such renewal shall be annual and shall be accompanied by the annual fee.

(e) Every applicant shall pay a fee at the time of the application for an initial or renewal permit, or transfer of permit, which fee shall be set by council resolution. Said fee is non-refundable if the application is reviewed.

(f) The permit requirements set forth in this chapter shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state or local law.

(g) The issuance of any permit pursuant to this chapter does not create an exception, defense or immunity to any person in regard to any potential civil or criminal liability under federal law.

Pursuant to the MRTMA, MMFLA, MMMA and MTA, the City of Ypsilanti authorizes the operation in the city of the following types and number of both medical and recreational marijuana facilities, provided they possess a state operating license issued under the MRTMA and they comply with the additional requirements of this chapter, chapter 122 of this Code, and all other applicable laws and ordinances:

The amounts of the following facility types will be regulated by zoning as stipulated in Chapter 122 in the Ypsilanti City Code, except for any retail-based facility; Adult-Use Retail, Medical Provisioning Center, and Microbusinesses:

- Medical Marijuana Provisioning Centers: 3 permits
- Adult-Use Recreational Retail: 13 permits, that will decrease to 10 if a permit holder fails to renew, or the permit is revoked
- Marihuana microbusiness: 1 Permit
- Marihuana safety compliance facility
- Marihuana secure transporter
- Marihuana processor Class A marihuana grower authorizing cultivation of not more than 100 marihuana plants Class B marihuana grower authorizing cultivation of not more than 500 marihuana plants Class C marihuana grower authorizing cultivation of not more than 2,000 marihuana plants
- Excess Marihuana Grower – 1 permit
- Designated Consumption Establishment - None

At the time a permit categorized as retail becomes available, City Council, with assistance from staff, will approve a tool to evaluate an application. The City Manager will then appoint a review committee which will be assisted by the City Attorney to award an available permit.

Sec. 7-4.2 5. - Application.

Every applicant for a marijuana establishment must file an application under oath with the city clerk's office upon a form provided by the city, which shall fulfill all of the requirements indicated on the form, including but not limited to:

- (a) The name, age, and address of applicant and operator
 - i. Name, age and address of the applicant and all partners of the applicant, including proof that the applicant and/or proposed employees are at least 21 years of age.
 - ii. Name, age and address of the operator of the facility in cases where this differs from the applicant.
 - iii. In the case of corporations, partnerships, non-profit organizations, or other business types, the applicant shall be the highest level official or employee of the entity such as, Board President, Chief Executive Officer, Executive Director, or comparable position.

- iv. If the applicant is a corporation, a copy of the articles of incorporation and Current Corporation records disclosing the identity and residential addresses of all directors, officers, and shareholders. Include the address of the corporation itself, if different from the address of the Marijuana establishment and the name and address of the resident agent for the corporation.
 - v. If the applicant is a partnership, the names and residence address of each of the partners and the partnership itself, if different from the address of the Marijuana dispensary or Marijuana growing/manufacturing facility, and the name and address of the resident agent.
 - vi. Photo identification of the applicant and operator and/or driver's license
- (b) State or Federally issued photo identification. Expired identification will not be accepted, and if provided the application will be considered incomplete and denied.
 - (c) Provide proof of ownership, copy of lease or letter of intent to lease. If a lease or letter of intent is provided and not current the application will be considered incomplete and denied.
 - (d) If premises are leased, attached written permission from owner of the premises for the use specified in this application. If the letter is not current the application will be considered incomplete and denied.
 - (e) Proof of insurance for fire damage in the amount of the value of the premises and liability insurance with minimum limits of \$1,000,000
 - (f) Proof that all employees are over the age of 21
 - (g) Describe storage facilities of all Marihuana on site, including lotions, baked goods, usable, and all other forms.
 - (h) Describe storage facilities of all Marihuana on site, including lotions, baked goods, usable, and all other forms (if applicable)
 - (i) Provide proof of compliance with statewide monitoring system (if in operation)
 - (j) An area map, drawn to scale, indicating within a radius of one thousand feet (1,000) from the boundaries of the proposed dispensary or growing/manufacturing facility site, the proximity of the site to any school, existing dispensary, or existing growing facility zoning permit or similar clearance from the zoning administrator verifying the proposed use of the location at which the license will be utilized is in compliance with the zoning ordinance.

- (k) A copy of state license or prequalification letter.
- (l) Retailer/Microbusinesses/Designated Consumption Establishments only: Provide a description of the products and services to be provided by the establishment, including retail sales of food and/or beverages, if any, and any related accommodations or facilities
- (m) Growing/Processing/Safety Compliance Facility applications only: Provide a description of the growing and processing procedures, including volatile chemicals stored or used on the premises.
- (n) Provide copy of facility social equity plan as required by the State of Michigan.
- ~~(o) Volunteerism plan—provide a plan of community projects to be completed through the permit year. Plans could either be in the form of financial contribution or time given to specific community projects. All contributions must be undertaken in the City of Ypsilanti. Documentation of completion will be required upon renewal. If documentation is not provided the application will be considered incomplete and denied.~~

If there are any errors or omissions to the application the city will notify the applicant and provide five days to satisfy the requirement.

Sec. 7-6. Approval of application.

The city manager or designee shall issue a permit for a marihuana establishment if inspections for safety, zoning compliance, state approval, and all other information available to the city verify that the applicant has submitted a full and complete application, paid the appropriate fee, and has made improvements to the business location consistent with the application and is prepared to operate the business with in compliance with this Code and any other applicable law, rule or regulation. The city manager or designee will deny any application that does not meet the requirements of this chapter or any other applicable law, rule or regulation or that contains any false or incomplete information.

Upon approval of the application a permit that is contingent on zoning and building department approval, will be provided. ~~The applicant will receive no more than 60 days to complete all work as listed in the application and be awarded all necessary permits/approvals for existing structures. Or the~~ The applicant will be provided no more than six months to complete all work as listed in the application and be awarded all necessary permits/approvals for new construction. ~~Once the 60 days, or six months~~ Once six months has expired the applicant will either be awarded a full permit, or have their permit revoked.

If multiple complete permit applications are submitted within the same zoning buffer, the first facility to receive site plan and special use permit (if applicable) approval will be granted

the permit. The planning department will time stamp complete site plan and special use permit applications when submitted to their office.

Sec. 7-4.5 8. - Non-renewal or revocation.

The city manager shall choose to not renew or revoke a permit based on any of the following:

- (1) A failure to meet the conditions or maintain compliance with the standards established by this chapter in reference to applications for a new permit or the renewal of an existing permit;
- (2) One or more violations of any city ordinance on the premises;
- (3) Maintenance of a nuisance on the premises;
- (4) A demonstrated history of excessive calls for public safety (police, fire, and EMS) originating from the premises, being three or more calls in any 30-day period; or
- (5) Nonpayment of real and/or personal property taxes, fines, fees, or liens owed to the city.
- (6) Failure to be provided a state license.
- (7) Failure to be provide a Special Use Permit if one is required at that applied to location.
- (8) Failure to be provided site plan approval.
- (9) If the facility ceases operations for 120 days. "Operations" refers to the regular running of the business type applied for and does not refer to the construction prior to opening.

If Applicants fail to apply for renewal by November 15th of each year a daily late fee \$100 will be assessed their application will not be accepted, and they will not receive a permit. Said applicant may apply using the New Applicant Portal as described in Section 7.4-3 of this Ordinance. **The city will not provide notice of renewal.**

Sec. 7-4.6 9.- Appeal process.

If an applicant or permitted marihuana facility chooses to appeal the denial of a permit or revocation of a permit, they can enter in a written appeal to the clerk's office. The appeal should include the following: the appellant's signature, the requirement or decision from which the appeal is made and shall state the specific grounds on which the appeal is based. The applicable fee shall be submitted with the notice of the appeal; such fee shall be nonrefundable. Appeals shall be filed within 30 days of the decision in question. City council shall consider the appeal within 30 days of receipt of the appeal. An appeal shall be considered an adjudication and outside the function of normal permit administration and enforcement.

Sec. 7-5 10. Social Equity.

- 1) ~~The City Council and city staff will work to create a permit process to allow state social equity qualifiers to participate in businesses within the city limits. Permit numbers for these applicants are listed in Sec. 7.4.1.~~
- 2) \$1,000 from each permit fee will be used to promote social equity to negatively impacted communities by promoting advocacy around criminal justice issues related to marihuana prohibition, supporting youth who have been negatively impacted by the war on drugs as it relates to the prohibition of marihuana, and community education and outreach on adult-use marihuana in general.
- 3) ~~Good faith effort in employment: any person or entity receiving more than \$10,000 in contract value or benefit from the city must use good faith efforts in hiring employees who have been negatively impacted by marihuana prohibition. Adult use recreational marihuana businesses should use good faith efforts in hiring 25% employees who are low income or live in the area codes 48197 or 48198.~~
- 4) The City of Ypsilanti will not drug-test workers who are not in safety-sensitive jobs, without reasonable documented cause; random drug-testing is prohibited.
- 5) ~~Lowest law enforcement: This ordinance instructs and authorizes local law enforcement to de-prioritize marihuana investigations (except as conducted in conjunction with licensing authorities) and arrests. The possession or smell of marihuana will no longer constitute probable cause for investigation or arrest.~~

The investigation, citation, and arrest for marihuana law violations in the City of Ypsilanti shall have the lowest law enforcement priority. This does not apply to distribution to minors.

- 6) For the purpose of law enforcement in the City of Ypsilanti, the following shall not constitute reasonable articulable suspicion of a crime in the absence of other factors:
 - a) The odor of burnt or unburnt marihuana
 - b) The possession of or suspicion of possession of marihuana that does not exceed the legal limit in Michigan
 - c) The possession of multiple containers of marihuana without evidence of excess of the legal limit in Michigan.
- 7) ~~The City of Ypsilanti shall make all reasonable efforts to create spaces for on-site consumption as allowed under state law.~~

~~8) The City of Ypsilanti may add requirements that applicants enter Community Benefits Agreements, which may or may not apply to social equity applicants as well.~~

Sec. 7-6 11. Severability.

If any clause, sentence, section, paragraph, or part of this ordinance, or the application thereof to any person, firm, corporation, legal entity, or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remainder of this Ordinance and the application of such provision to other persons, firms, corporations, legal entities, or circumstances by such judgment shall be confined in its operation to the clause, sentence, section, paragraph, or part of this Ordinance thereof directly involved in the case or controversy in which such judgment shall have been rendered and to the person, firm, corporation, legal entity, or circumstances then and there involved. It is hereby declared to be the legislative intent of this body that the Ordinance would have been adopted had such invalid or unconstitutional provisions not been included in this Ordinance.

Sec. 7-7 12 Repeal

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

Sec. 7-8 13. Savings Clause

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

Sec. 7-9 14. Copies to be available.

Copies to be available. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to the public during normal office hours. A complete copy of the ordinance is also available for inspection on the City's website, www.cityofypsilanti.com.

Sec 7-10 15. Publication and Effective Date

The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in the publication of record. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS 31 DAY OF March, 2023.

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. 1408 was published in the Washtenaw Legal News on the 31st day of March, 2023.

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the 1st day of March, 2022.

Andrew Hellenga, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

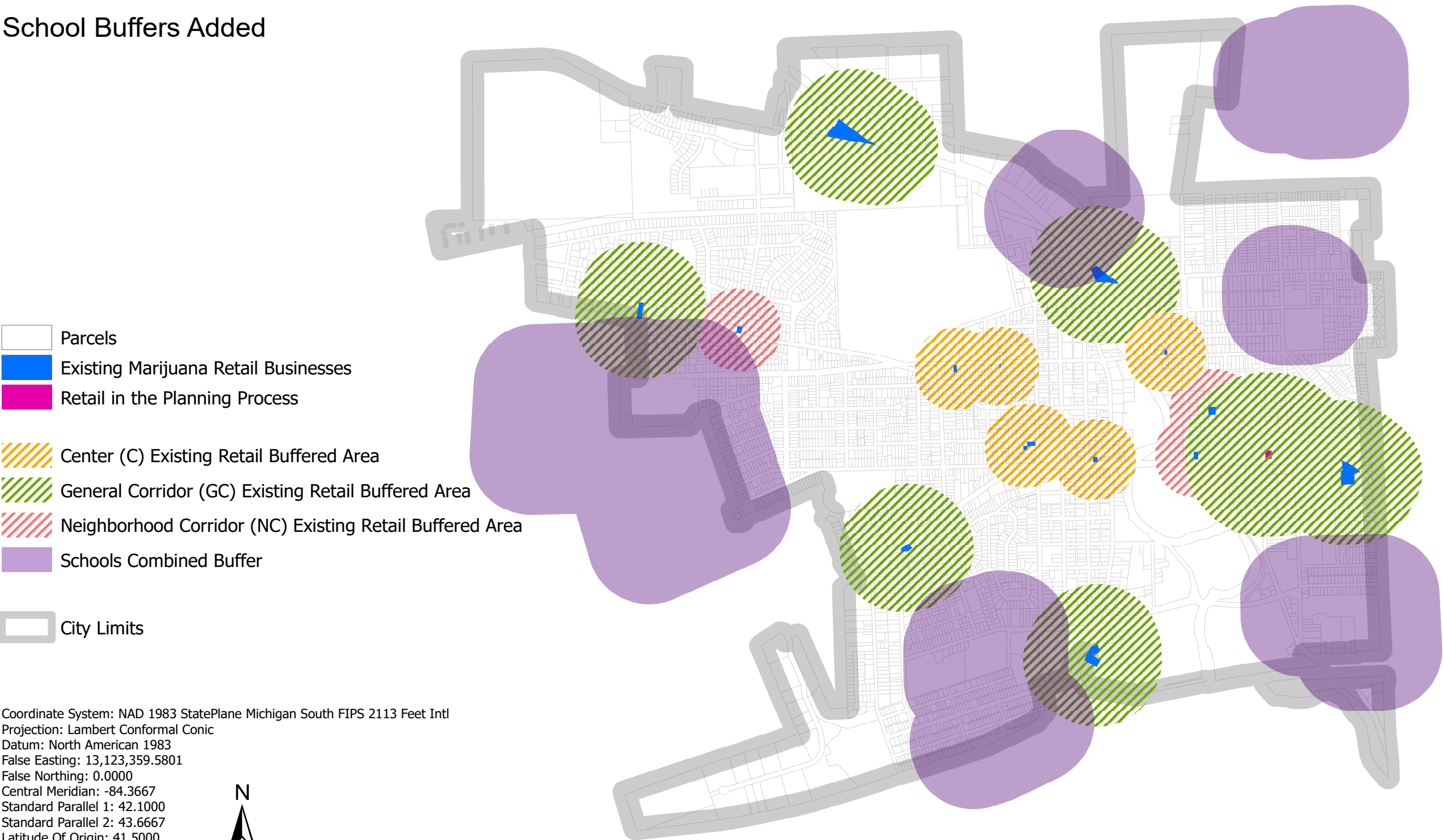
Effective Date:

Marijuana Buffers and Zoning Districts Map | City of Ypsilanti May 2023



Marijuana Buffers and Zoning Districts Map | City of Ypsilanti May 2023

School Buffers Added



Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 Feet Intl
Projection: Lambert Conformal Conic
Datum: North American 1983
False Easting: 13,123,359.5801
False Northing: 0.0000
Central Meridian: -84.3667
Standard Parallel 1: 42.1000
Standard Parallel 2: 43.6667
Latitude Of Origin: 41.5000
Units: Foot



Marijuana Buffers and Available Parcels Map | City of Ypsilanti 2023

Potential Eligible Parcels

Legend

- Eligible Parcels
- City Parcels
- Schools Combined Buffer

Eligible Districts

- Center
- General Corridor
- Neighborhood Corridor

Existing with Buffers

- Center (C) Existing Retail with 600' Buffer
- Neighborhood Corridor (NC) Existing Retail with 625' Buffer
- General Corridor (GC) Existing Retail with 1300' Buffer

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 Feet Intl
Projection: Lambert Conformal Conic
Datum: North American 1983
False Easting: 13,123,359.5801
False Northing: 0.0000
Central Meridian: -84.3667
Standard Parallel 1: 42.1000
Standard Parallel 2: 43.6667
Latitude Of Origin: 41.5000
Units: Foot



Marijuana Mapping Eligible Parcel Data

Parcel Number	Owner Name	Owner Address	Owner City State	Property Address	Zone
11-11-04-337-006	762 PROPERTIES LLC	3707 PARKWOOD CIRCLE	ANN ARBOR MI 48108	516 ST JOHNS ST	GC
11-11-40-463-032	AGARWAL, ASHUTOSH	7146 SUNCREST DR	SALINE MI 48176	610 W MICHIGAN AVE	NC
11-11-06-430-005	AGREE LIMITED PARTNERSHIP-AUTO ZONE	PO BOX 2198 DEPT 8088	MEMPHIS TN 38101-9842	2166 WASHTENAW AVE	GC
11-11-40-463-037	BLACKHAWK INVESTMENT GROUP I	13740 RIDGEWOOD	PLYMOUTH MI 48170	522 W MICHIGAN AVE	NC
11-11-04-270-022	CITY OF YPSILANTI	ONE SOUTH HURON	YPSILANTI MI 48197	LEFORGE ST	GC
11-11-39-125-032	CITY OF YPSILANTI	ONE SOUTH HURON	YPSILANTI MI 48198	613 W MICHIGAN AVE	NC
11-11-04-337-008	CROSS RESURRECTION LUTHERN CHURCH	812 ANN ST	YPSILANTI MI 48197	812 ANN ST	GC
11-11-05-220-016	DAVIS-GONZALES, CURTIS-LAURA	1250 HURON RIVER DR	YPSILANTI MI 48197	1250 HURON RIVER DR	NC
11-11-40-463-033	DURKEE, MYLES	608 W MICHIGAN AVE	YPSILANTI MI 48197	608 W MICHIGAN AVE	NC
11-11-40-463-036	DURKEE, MYLES	526 W MICHIGAN AVE APT 2	YPSILANTI MI 48197	526 W MICHIGAN AVE	NC
11-11-04-337-007	EASTERN MICHIGAN UNIVERSITY	120 BUSINESS & FINANCE	YPSILANTI MI 48197	526 ST JOHN	GC
11-11-39-125-034	ELLIOTT-WILSON, ROBERT-CYNTHIA	615 W. MICHIGAN AVE	YPSILANTI MI 48197	615 W MICHIGAN AVE	NC
11-11-40-463-034	ERICKSON, NATHANIEL H.	606 W MICHIGAN AVE	YPSILANTI MI 48197	606 W MICHIGAN AVE	NC
11-11-06-430-004	EXCHANGE RIGHT NET LEASED PORTFOLIO	1055 E. COLORADO BLVD, STE. 310	PASADENA CA 91106	2170 WASHTENAW AVE	GC
11-11-37-225-004	FORREST KNOLL APTS	14381 NORTH RD	FENTON MI 48430	1101 MONROE ST	MD
11-11-40-463-035	GERBER MARVIN & BEDNARESH MARCIA	2973 W CLARK RD	YPSILANTI MI 48197	602 W MICHIGAN AVE	NC
11-11-40-463-028	GOLD REAL ESTATE, LLC	5900 GEDDES RD	YPSILANTI MI 48198	710 W MICHIGAN AVE	NC
11-11-40-463-045	GOLD REAL ESTATE, LLC	5900 GEDDES RD	YPSILANTI MI 48198	706 W MICHIGAN AVE	NC
11-11-06-408-005	HAMID ISMAT, LIVING TRUST	15703 QUINCE TRACE TERRACE	GAITHERSBURG MD 20878	2140 WASHTENAW	GC
11-11-05-220-018	HURON RENTAL PROPERTY, LLC	421 N HURON, STE 1	YPSILANTI MI 48197	1266 HURON RIVER DR	NC
11-11-05-220-017	HUTCHINSON, RYAN	1258 HURON RIVER DR	YPSILANTI MI 48197	1258 HURON RIVER DR	NC
11-11-39-125-012	JEFF BRAMLETT PROPERTIES, LLC	707 W MICHIGAN AVENUE	YPSILANTI MI 48197	707 W MICHIGAN AVE	NC
11-11-39-125-013	JEFF BRAMLETT PROPERTIES, LLC	707 W MICHIGAN AVENUE	YPSILANTI MI 48197	5 W AINSWORTH BLVD	NC
11-11-04-265-001	KAJMEE PROPERTY LLC	6813 FOX HILLS ROAD	CANTON MI 48187	901 HURON RIVER DR	EMU
11-11-04-337-005	KING OF LOVE UNIVERSITY CHURCH	514 ST JOHNS	YPSILANTI MI 48197	514 ST JOHNS ST	GC
11-11-04-270-025	LEFORGE STATION II, LLC	PO BOX 530292	BIRMINGHAM AL 35253	950 RAILROAD ST	GC
11-11-40-463-044	LUBISH LLC	5866 PINE VIEW DR	YPSILANTI MI 48197	616 W MICHIGAN AVE	NC
11-11-39-125-011	MEHAT ENGINEERING LLC	2394 PETERS RD	ANN ARBOR MI 48103	703 W MICHIGAN AVE	NC
11-11-04-266-001	MOONSTAR INC	819 N HURON RIVER DRIVE	YPSILANTI MI 48198	819 N HURON RIVER DR	GC
11-11-39-125-014	PAULA'S PROPERTY LLC	48005 GLADSTONE RD	CANTON MI 48188	7 W AINSWORTH BLVD	NC
11-11-39-125-010	WRIGHT, KENNETH-BETTY TRUST	701 W MICHIGAN AVE	YPSILANTI MI 48197	701 W MICHIGAN AVE	NC
11-11-09-170-031	CITY OF YPSILANTI	ONE SOUTH HURON	YPSILANTI MI 48197	4 WATER ST	C
11-11-39-402-007	ANGSTROM CAPITAL HOLDINGS	200 TOWN CENTER, STE 1100	SOUTHFIELD MI 48075	115 SPRING ST	NC



Resolution No. 2023-108
June 20, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2023-109, approving the City Council minutes of June 6, 2023.**
2. **Resolution No. 2023-110, approving the contract for the Fire and Police Pension Administrative Services for FY 2023-2024.**
3. **Resolution No. 2023-111, authorizing the Treasurer to levy special assessments for the 2023 Summer Tax Bill.**

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 20 day of June 2023

#Resolution No. 2023-108



Resolution No. 2023-109
June 20, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of June 6, 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
20 day of June 2023

#Resolution No. 2023-109



MINUTES REGULAR COUNCIL Meeting

6:00 PM - Tuesday, June 6, 2023
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, June 6, 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:

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 amended

Change: Adding an additional Closed Session MCL 15.268 (e) pending litigation Greenlee v City of Ypsilanti

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

- a) Closed Session - MCL 15.268 (e) to discuss pending litigation City of Ypsilanti v Anderson.
- b) Closed Session - MCL 15.268 (e) to discuss pending litigation Greenlee v City of Ypsilanti. (added)

Council Member Jennifer Symanns moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to adjourn to Closed Session at 6:02 pm

Mayor Pro-Tem Wilcoxon moved, seconded by Council Member Symanns to return to Open Session at 6:31 pm.

On a voice vote, the motion carried, and the meeting returned to Open Session.

RESULT: CARRIED.

MOVER: Council Member Jennifer Symanns

SECONDER:	Mayor Pro-Tem Steven Wilcoxon
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Evan Sweet, and Michelle King
ABSENT:	Desirae Simmons and Roland Tooson

VI PUBLIC COMMENT (3 MINUTES)

None

VII WORK SESSION

- a) Water Street - Environmental Site Characterization, Targeted Soil Removal, and Future Development - AKT Peerless and Carlisle Wortman
- b) Resolution No. 2023-100, approving a a contract with AKT Peerless for services needed for the development of Water Street.

Whereas, the City of Ypsilanti has contracted with AKT Peerless to investigate PCB contamination on Water St; and

WHEREAS, the investigations have revealed additional PCB contamination in the former DUR storage yard and in two former marsh land areas and

Whereas, targeting further investigation in these areas will provide the City with the clearest picture of contamination and allow for a targeted approach in remediation of the site and

WHEREAS, AKT Peerless will develop a comprehensive environmental conditions report that will help inform the City's decision-making of the Water St. site.

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approves the contract with AKT Peerless for \$1,495,000, and the Mayor and City Clerk are authorized to sign on behalf of the city, subject to the approval of the City Attorney.

Council Member Evan Sweet moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-100

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

VIII CONSENT AGENDA

- a) Resolution No. 2023-101, approving the Consent Agenda.

That the following items be approved:

1. **Resolution No. 2023-102, approving the minutes of the May 16, 2023 City Council Meeting.**

2. **Resolution No. 2023-103, approving a CLEMIS/IT agreement with Oakland County.**

Mayor Pro-Tem Steven Wilcoxon moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2023-101

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. 2023-102, approving the minutes of May 16, 2023.

THAT the minutes of May 16, 2023 City Council Meeting be approved.

- c) Resolution No. 2023-103, approving a CLEMIS/IT agreement with Oakland County.

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that: the I.T. SERVICES INTERLOCAL AGREEMENT with Oakland County for the period of five years.

The City Manager is authorized to sign the extension agreement, subject to the approval of the City Attorney.

IX RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2023-104, approving Ordinance 1411, An Ordinance entitled, "2023-2024 Tax Levy Ordinance" **(Second Reading)**

That the proposed ordinance entitled "2023-24 Tax Levy Ordinance", be approved on Second and Final Reading.

Council Member Desirae Simmons moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-104

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

- b) Resolution No. 2023-105, approving Ordinance 1412, An Ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and major Organizational Unit for FY 2022-2023 & FY 2023-2024". **(Second Reading)**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Year 2022-23 and 2023-24, be approved on Second and Final Reading.

FUND	FUND NAME	FY 2022-23			FY 2023-24		
		FUND BALANCE BEG	REVENUE	EXPENDITURE	REVENUE	EXPENDITURE	FUND BALANCE END
101	General Fund	10,040,450	19,130,814.00	(17,757,378.00)	16,198,634.00	(18,073,200.00)	9,539,320
202	Major Street	3,924,761	2,332,622.00	(3,426,930.00)	1,904,983.00	(2,314,066.00)	2,421,370
208	Local Street	1,702,819	642,960.00	(757,859.00)	653,835.00	(767,792.00)	1,473,963
205	Public Safety	216,173	430,000.00	(430,000.00)	430,000.00	(430,000.00)	216,173
226	Garbage and Rubbish Collection	1,180	1,674,814.00	(1,669,263.00)	1,581,157.00	(1,377,048.00)	10,840
248	West Cross	100,834	144,328.00	(87,353.00)	148,321.00	(87,053.00)	219,077
265	Police Special Revenue	64,874	903.00	(11,265.00)	813.00	(11,265.00)	44,060
275	Depot Town Development	307,738	129,729.00	(88,168.00)	133,178.00	(88,852.00)	393,625
304	2016 GOLT Bonds	429	893,580.00	(893,580.00)	900,895.00	(900,895.00)	429
342	2012 UTGO Refunding Bonds	9,963	32.00	0.00	29.00	0.00	10,024
364	2002B W&S Debt \$485 DWRP	0	-	0.00	-	0.00	0
413	Down Town Authority	338,109	445,087.00	(456,377.00)	421,108.00	(309,987.00)	437,940
414	Capital Improvement	475,460	1,159,552.00	(1,274,432.00)	1,190,590.00	(1,186,014.00)	365,156
415	Economic Development Authority	33,173	36,533.00	0.00	37,567.00	0.00	107,273
469	2003D W&S \$3.5M DWRP	0	337,313.00	(337,313.00)	334,125.00	(334,125.00)	0
471	2003C W&S \$785K DWRP	0	51,875.00	(51,875.00)	50,625.00	(50,625.00)	0
473	2004 A Series DDA Cons \$995K	0	162,090.00	(87,360.00)	83,680.00	(83,680.00)	74,730
474	2004B W&S Sew \$6.3M DWRP	0	390,081.00	(390,081.00)	387,166.00	(387,166.00)	0
479	2007 W&W Rev DWRP \$375K	0	17,044.00	(17,044.00)	21,672.00	(21,672.00)	0
480	2008 W&S Disp. Rev \$435K	0	29,044.00	(29,044.00)	28,419.00	(28,419.00)	0
481	2009 W&S Bonds 7249-01	0	11,601.00	(11,601.00)	11,351.00	(11,351.00)	0
482	2012 W&S Factory Pump	824,706	186,000.00	(186,000.00)	182,500.00	(182,500.00)	824,706
483	2013 Rev Refunding Bond	1,625,141	342,650.00	(342,650.00)	335,750.00	(335,750.00)	1,625,141
485	Water Main DWRP 7330-01	0	26,116.00	(26,116.00)	25,616.00	(25,616.00)	0
486	2016 W&S Rev Refunding Bonds	0	1,262,700.00	(1,262,700.00)	1,275,200.00	(1,275,200.00)	0
495	Sidewalk Improvement	153,615	117,623.00	(147,417.00)	117,361.00	(147,889.00)	93,293
514	Parking Fund	34,683	398,403.00	(349,169.00)	360,032.00	(291,858.00)	152,091
588	Public Transit	7,152	322,863.00	(322,863.00)	332,548.00	(332,548.00)	7,152
641	Motorpool	1,014,315	1,295,220.00	(686,533.00)	1,296,773.00	(1,280,740.00)	1,639,035
677	Worker's Compensation Fund	338,058	144,656.00	(233,313.00)	148,408.00	(244,965.00)	152,844
732	Fire and Police Pension	24,328,857	5,084,440.00	(4,632,820.00)	5,086,218.00	(4,632,820.00)	25,133,875
736	Retiree Benefits	9,147,424	1,245,725.00	(1,331,187.00)	1,238,147.00	(1,331,187.00)	8,968,922
477	2006 GO LTD	1,150,450					1,150,450
Grand Total		55,840,365	38,396,398	(37,297,691)	34,666,701	(36,544,283)	55,061,490

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

Council Member Roland Tooson moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2023-105A, amending the budget to allocate \$10,000 to the Youth Mini-Grant.

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

Mayor Pro-Tem Steven Wilcoxon moved, seconded by Council Member Roland Tooson, to approve Resolution No. 2023-105B, amending the budget to allocate \$500,000 to use for the Department of Public Services Roof Installation.

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Steven Wilcoxon
SECONDER:	Council Member Roland Tooson
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. 2023-105C, amending the budget to allocate \$150,000 to use for the City Hall Elevator Installation.

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

Council Member Desirae Simmons moved, seconded by Council Member Michelle King, to approve Resolution No. 2023-105D, amending the budget to allocate \$50,000 to the Housing Trust Fund and earmark \$25,000 for Barrier Busters.

RESULT:	CARRIED.
MOVER:	Council Member Desirae Simmons
SECONDER:	Council Member Michelle King
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 Michelle King, to approve Resolution No. 2023-105E, amending the budget to allocate \$30,000 for upgrades to the city tot lots, and \$35,000 to resurface the Rutherford Pool.

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

Council Member Desirae Simmons moved, seconded by Council Member Jennifer Symanns, to approve Resolution NO. 105F, amending the budget to allocate \$250,000 to contract for the inspections of new developments occurring in the city.

RESULT:	CARRIED.
MOVER:	Council Member Desirae Simmons
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 Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-105G, amending the budget to remove allocations for financial software, a marijuana consultant, and the EV charging station.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Mayor Pro-Tem Steven Wilcoxon
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. 2023-105H, amending to uncommit \$2,000,000 of the General Fund to a train stop.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Roland Tooson

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 Desirae Simmons, to approve Resolution No. 2023-105 as amended

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

- c) Resolution No. 2023-106, approving adjustments to the towing contract and fee schedule with Wall Street Towing.

WHEREAS, the City of Ypsilanti contracted with Wall Street Towing, Inc., dba Budget/Stadium Towing for towing services, and

WHEREAS, the contract was extended to July 30, 2024 and the towing company requested contract adjustment and fee adjustment were inadvertently omitted from the legislation,

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the towing contract and fee schedule for the towing contract is adjusted as follows:

Owner/Operator

- i. **Additional reasonable fees:**

Current Pricing

New Pricing

i

Extra Charge for Dollies

\$78

\$90

ii

Extra Charge for Disconnecting Linkages

\$45

iii

Extra Charge for Winching (off roadway)

\$150-\$250

iv

Extra Charge for Flatbeds

\$150

\$180

v

Abandons Off Private Property

\$145

vi

Motorcycles
\$185

vii
Non-Motorized, wheeled vehicle
Case-by-case

viii
Hourly rate for additional service
\$95

ix
Drop Fees
\$100

x
Hazardous Materials Fee
\$50

xi
Clean Up
\$50

xii
Storage

\$36

- ii. Mileage: Mileage shall not be charged for towing from the point of origin to any point within the City. Towing from the point of origin to the towing company's yard shall be no charge. \$3.50 per mile may be charged for mileage driven in excess of five (5) miles from the point of hook up to any other destination.
1. Section VIII(E)(2) on page 16 of the RFP and CONTRACTOR's bid shall be amended to read:
CONTRACTOR shall provide free towing for Class A vehicles, road service and tire changing for all vehicles owned or leased by CITY during the term of this contract. CONTRACTOR shall provide towing for non-Class A vehicles at cost on a case-by-case basis.
2. Section III(A) on page 11 of the RFP and CONTRACTOR's bid shall be amended to strike the last paragraph and read as follows:

Upon request of The City of Ypsilanti, the Towing Company shall promptly dispatch suitable equipment to provide appropriate service to designated vehicles.
The City of Ypsilanti agrees to call the Towing Company to service all designated vehicles found within the City of Ypsilanti.

Council Member Michelle King moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-106

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

X BOARD AND COMMISSION - LIAISON REPORTS

1. **Police Advisory Commission** - Met on May 26th. Still in search of youth commissioners. Hoping for more citizen attendance/participation. Looking into sending a commissioner to NACOLE.
2. **Human Relations Commission** - No update.
3. **Arts Commission** - Next meeting on June 8th.
4. **Parks and Recreation Commission** - Next meeting on June 26th.
5. **Sustainability Commission** - Next meeting on June 12th.
6. **Historic District Commission** - No update.
7. **Planning Commission** - No update.
8. **Zoning Board of Appeals** - No update.

XI LIAISON REPORTS

1. **SEMCOG** - No update.
2. **Washtenaw Area Transportation Study** - No update.
3. **Urban County** - Next meeting June 7th.
4. **Ypsilanti Downtown Development Authority** - No update.
5. **Friends of Rutherford Pool** - The pool is open. Great turnout at volunteer day. Lots of turnout for swim lessons.
6. **Bicentennial Committee** - Successful selling merchandise at Normal Park Yard Sale. Promotion continues for two upcoming summer events.

XII COUNCIL PROPOSED BUSINESS

- **Council Member Tooson** -
 - The Ballin Initiative presents Youth Day at the Park, 550 Perry Street, June 16th 3-6 PM. 3 on 3 basketball and e-gaming.
- **Council Member J. Symanns** -
 - 7th Annual Unity Walk on June 10th, 10 AM - 3 PM. Fundraiser for restorative justice programs in partnership with the Washtenaw County Prosecutor Office.
 - Thank you Director Wessler for help with delivering signs for the College Heights Neighborhood Association.
- **Council Member Sweet** -
 - Ann Arbor has a volunteer neighborhood snow removal assistance program, look into starting something similar in Ypsilanti.
- **Mayor Pro Tem Wilcoxon** -
 - Further support for the Unity Walk.
 - Expand the snow volunteers program idea to possibly include recycling volunteers.
 - Thank you Director Wessler for filling the sinkhole on Courtland and the alley on Grant Street.
 - Thank you everyone who came to the Memorial Day procession. Nice to celebrate again for the first time in a while.
- **Council Member D. Simmons** -
 - Residents expressing gratitude for a successful tree removal on Charles.
 - Residents like seeing footage of the new recycling cans pickup.
 - Residents concerned about speeding and poor driving behavior.
 - Clark Road groundbreaking went well, lots of excitement for the project.

- Residents requesting an update for 220 N Park and when to expect construction to begin, seems likely this summer?
- Residents concerned about police behavior, will follow up with Chief Moore.
- State coalition forming to repeal rent control prohibition and return control to local hands, hoping to bring this to Ypsilanti.
- Asked Mr. Barr for an update on the lawsuit regarding landlord/tenant handbooks. Mr. Barr said today was the last day to respond, and the city's insurance company filed an answer today. The case will proceed to district court.
- **Council Member King -**
 - HBCU Day at WCC was a big success and hopefully the start of an annual tradition.
 - Juneteenth celebration on June 24th, email communityforall22@gmail.com or call 734-434-8491 for tickets and information.

XIII COMMUNICATIONS FROM THE MAYOR

- Juneteenth events all weekend June 16-18.
- City is closed on Monday, June 19 for Juneteenth.
- Will be sending an email from the previous police chief regarding no longer checking for insurance at traffic stops - legal vs justice. Need updates since it has been one year since the email originally went out.
- Thank you council and staff for interesting and challenging conversations around budget.

XIV COMMUNICATIONS FROM THE CITY MANAGER

- Thank you mayor and council for passing the budget.
- Thank you budget committee for your hard work.

XV COMMUNICATIONS

- a) Chapter 7 Work Session - June 20, 2023 at 6:00 pm

XVI PUBLIC COMMENT (3 MINUTES)

None

XVII REMARKS FROM THE MAYOR

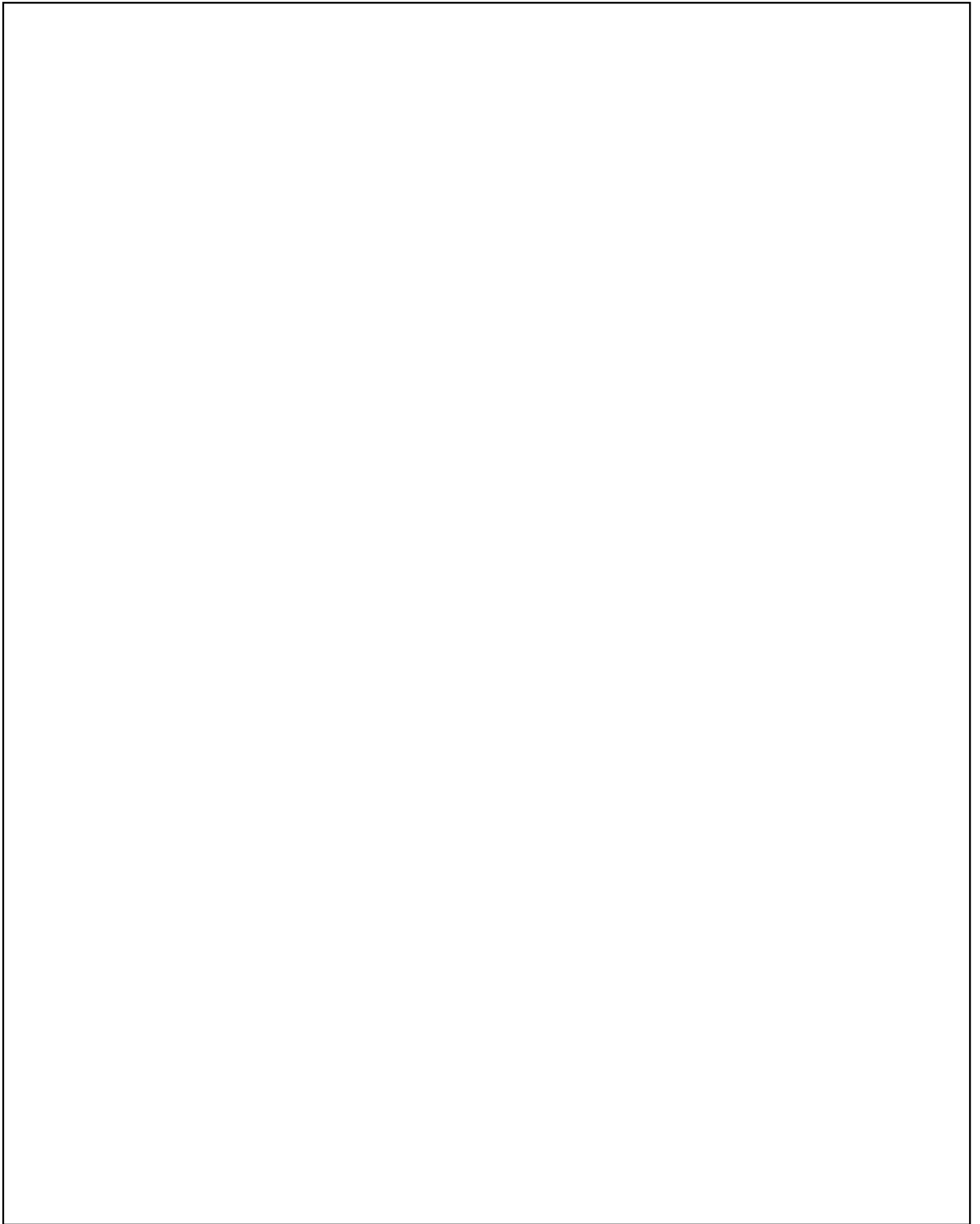
XVIII ADJOURNMENT

- a) Resolution No. 2023-107, adjourning the City Council Meeting.

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

The meeting adjourned at 9:49 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: Rheagan Basabica
DATE: June 20, 2023
SUBJECT: Fire and Police Pension Administrative Contract 2023-2024

DESCRIPTION:

Fire and Police Pension Administrative Contract 2023-2024

SUMMARY:

The Finance Department of the City of Ypsilanti serves as an independent contractor of the Ypsilanti Fire and Police Pension Board who performs administrative services on behalf of the board.

The service shall be performed at 1 South Huron, Ypsilanti, Michigan or as otherwise determined by mutual agreement of the parties.

The Contract is effective for a term commencing on July 1, 2023, and shall continue until terminated as provided herein.

The Board agrees to pay the City **\$34,606.27** for services performed.

RECOMMENDED ACTION: (Approval/Denial)

ATTACHMENTS: Contract

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-110
June 20, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Finance Department of the City of Ypsilanti serves as an independent contractor of the Ypsilanti Fire and Police Pension Board who performs administrative services on behalf of the board; and

WHEREAS, The services shall be performed at 1 South Huron, Ypsilanti, Michigan or as otherwise determined by mutual agreement of the parties; and

WHEREAS, The Contract is effective for a term commencing on July 1, 2023, and shall continue until terminated as provided herein

WHEREAS, The Board agrees to pay the City \$34,606.27 for services performed

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the contract for the Fire and Police Pension Administrative Services for FY 2023-2024

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
20 day of June 2023

#Resolution No. 2023-110

**BOARD OF TRUSTEES OF THE CITY OF YPSILANTI
FIRE AND POLICE RETIREMENT SYSTEM**

ADMINISTRATIVE SERVICES CONTRACT

THIS CONTRACT made this 7th day of June, 2023, by and between the **BOARD OF TRUSTEES OF THE CITY OF YPSILANTI FIRE AND POLICE RETIREMENT SYSTEM** ("Board") and the **CITY OF YPSILANTI** ("City").

WHEREAS, the Board is vested with the authority and fiduciary responsibility for the administration, management and operation of the City of Ypsilanti Fire and Police Retirement System and may retain such professional and clerical services as are required for the proper administration of the Retirement System

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants herein contained, the parties agree as follows:

- I. **ENGAGEMENT OF CITY AS INDEPENDENT CONTRACTOR**
 - 1.01 The Board hereby engages the City as an Independent Contractor who agrees to perform administrative services on behalf of the Board
- II. **RELATIONSHIP OF THE PARTIES**
 - 2.01 The relationship of the City to the Board is to be that of an independent contractor and no liability or benefits such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities or such other rights, provisions or liabilities arising out of a contract of hire or employer-employee relationship, either express or implied, shall arise or accrue to either party as the result of this agreement and undertaking. Employees of the City shall not be, nor shall they represent to be, employees of the Board.
- III. **SCOPE OF SERVICES**
 - 3.01 The City shall perform in a satisfactory and proper manner the services as set forth in Exhibit A. The City shall, during the contract term or any extension thereof, use best efforts and endeavors to promote the interests of the Board and devote such time, attention, skill, knowledge and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described below.
 - 3.02 The services shall be performed at 1 South Huron, Ypsilanti, Michigan or as otherwise determined by mutual agreement of the parties.

IV. CONTRACT TERM

- 4.01 The City will have no authority to start work, and no payments will be authorized by the Board and the Board will not be liable for any services rendered by the City prior to the signing of the Contract by all parties.
- 4.02 This Contract is effective for a term commencing on July 1, 2023, and shall continue until terminated as provided herein.

V. COMPENSATION

- 5.01 The Board agrees to pay the City **\$34,606.27** for services performed hereunder. It is understood and agreed by the parties hereto that the compensation stated above is inclusive of any and all remuneration to which the City may be entitled and includes all fees and expenses incurred by the City on behalf of the Board. The parties will review the compensation to be paid on an annual basis.

VI. TERMINATION

- 6.01 Either party may terminate this contract without cause by giving thirty (30) days notice to the other party of such termination, specifying the effective date thereof and this contract shall terminate in all respects as if such date were the date originally given for the expiration of this contract.
- 6.02 Any compensation due and owing the City at the time of any termination shall be paid as soon thereafter as can be authorized by the Board.

VII. LIABILITY

- 7.01 The Board shall not be liable for, and shall be indemnified by the City against, any and all losses, damages, costs, expenses, liabilities, claims and demands, for any action, omission, information or recommendation in connection with this Agreement.

VIII. CONFIDENTIAL INFORMATION

- 8.01 All information regarding the operations and investments of the Retirement System shall be regarded as confidential by the City.

IN WITNESS WHEREOF, the Board and City have executed this Agreement as of the first date above written.

CITY

BOARD OF TRUSTEES OF THE
CITY OF YPSILANTI FIRE AND
POLICE RETIRMENT SYSTEM



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Rheagan Basabica
DATE: June 20, 2023
SUBJECT: Summer 2022 Special Assessment

DESCRIPTION:

Summer 2022 Special Assessment

SUMMARY:

Bi-annually, all bills that remained unpaid for at least 30 days after the billing date, are to be added to the July or December tax roll as special assessments. These unpaid bills include board ups, trash removal, weed removal, rental inspections, dangerous building escrow, dangerous building inspection, graffiti removal snow removal, drains, water, and other miscellaneous bills.

Once these items are added to the tax roll, they become a lien on the property in accordance with the City Charter, Special Assessments, and Section 8.01 Article VIII.

Further, at tax settlement, in March the County pays the city for any unpaid items. Washtenaw County Treasurer's Office serves as the collection agent for the city.

Attachments: Summary and detail list of Summer 2023 Special Assessments
Brief Description of unpaid bills

Recommended Action: City Council authorizes the City Treasurer to levy and assess the Summer 2023 Special Assessments.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-111
June 20, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That, the City Treasurer be authorized to levy and assess on the July 2023 tax roll the attached listing of unpaid bills totaling \$265,895.62.

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
20 day of June 2023

#Resolution No. 2023-111



June 6, 2023

Frances McMullan
City Manager
1 South Huron
Ypsilanti, MI 48197

RE: Special Assessments

In accordance with the City Charter Chapter, Special Assessments, Chapter 8.01. Article VIII. I hereby certify that the attached is a true copy of all installments on Special Assessment Rolls, which are due and have remained unpaid as of April 30, 2023.

The City Council, at their next meeting, can authorize me to levy these unpaid bills on the July 2023 Tax Roll.

Sincerely,

Rheagan Basabica, CPA, CGFM
Finance Director/Treasurer

Special Assessment Summary

Code	Description
AHB	unpaid Administrative Hearings Bureau Lien
Board up	delinquent bill for a boarded-up house
Business Inspection	unpaid bill for business inspection fee
Dangerous Escrow	delinquent bill for dangerous building escrow account
Dangerous Inspection	delinquent bill for dangerous building inspection fee
Delinquent Water	unpaid resident bills from YCUA for water and sewer service
Drain	drain maintenance work from Washtenaw County Water Resources Commissioner's Office
Graffiti	unpaid Graffiti abatement from last year
Inspect fee	delinquent bill for building inspection fee
Leaf Removal	unpaid code enforcement leaf removal abatement from last year
Rental Inspect	delinquent bill for rental inspection fee
Snow Removal	unpaid code enforcement snow removal abatement from last year
Trash	unpaid code enforcement Trash abatement from last year
Weeds	unpaid code enforcement Weeds abatement from last year

CITY OF YPSILANTI
2023 Summer Special Assessment

Code	DESCRIPTION	Amount
100	Board Up	426.08
110	Weeds	3,043.00
112	Rental Inspection	71,226.00
124	Dangerous-Escrow	14,400.00
125	Dangerous-Insp.	7,650.00
128	Snow Removal	250.00
138	Business Inspection	1,992.00
103	Delinquent Water	121,083.54
230	AHB	45,825.00
Grand Total		265,895.62

Parcel	ADDRESS	Code	DESCRIPTION	Amount
11-11-37-203-009	1026 JEFFERSON ST	230 AHB		\$710
11-11-09-170-022	106 S GROVE ST	230 AHB		\$410
11-11-39-182-010	15 W MICHIGAN AVE	230 AHB		\$460
11-11-05-351-016	1510 WASHTENAW AVE	230 AHB		\$460
11-11-09-112-011	201 N PROSPECT ST	230 AHB		\$460
11-11-39-174-027	202 MIDDLE DR	230 AHB		\$110
11-11-06-450-114	2636 STADIUM VIEW DR 2	230 AHB		\$510
11-11-40-184-013	305 N HAMILTON ST	230 AHB		\$410
11-11-39-426-043	480 S HAMILTON ST	230 AHB		\$410
11-11-39-485-001	505 S HURON ST	230 AHB		\$510
11-11-10-230-005	616 E CROSS ST	230 AHB		\$410
11-11-10-265-002	616 E MICHIGAN AVE	230 AHB		\$410
11-11-37-155-008	871 JEFFERSON ST	230 AHB		\$410
11-11-10-262-007	501 E MICHIGAN AVE	230 AHB		\$410
11-11-39-182-010	15 W MICHIGAN AVE	230 AHB		\$410
11-11-39-174-027	202 MIDDLE DR	230 AHB		\$460
11-11-10-345-012	307 ARNET ST	230 AHB		\$410
11-11-39-177-017	205 E AINSWORTH BLVD	230 AHB		\$410
11-11-39-426-040	408 AINSWORTH CIR	230 AHB		\$510
11-11-39-426-040	408 AINSWORTH CIR	230 AHB		\$610
11-11-39-426-040	408 AINSWORTH CIR	230 AHB		\$460
11-11-39-425-003	453 AINSWORTH CIR	230 AHB		\$410
11-11-39-416-012	452 AINSWORTH CIR	230 AHB		\$410
11-11-03-330-025	713 CHARLES ST	230 AHB		\$410
11-11-05-310-018	702 CORNELL RD	230 AHB		\$510
11-11-04-463-003	17 E CROSS ST	230 AHB		\$510
11-11-04-463-003	17 E CROSS ST	230 AHB		\$510
11-11-40-183-007	523 W CROSS ST	230 AHB		\$460
11-11-40-183-007	523 W CROSS ST	230 AHB		\$610
11-11-40-183-007	523 W CROSS ST	230 AHB		\$410
11-11-40-183-008	201 531 W CROSS ST	230 AHB		\$510
11-11-04-411-001	718 DWIGHT ST	230 AHB		\$510
11-11-04-411-001	718 DWIGHT ST	230 AHB		\$410
11-11-10-267-002	50 ECORSE RD	230 AHB		\$410
11-11-10-267-002	50 ECORSE RD	230 AHB		\$510
11-11-10-267-002	50 ECORSE RD	230 AHB		\$460
11-11-10-267-002	50 ECORSE RD	230 AHB		\$375
11-11-10-355-002	400 EMERICK ST	230 AHB		\$410
11-11-15-225-001	740 EMERICK ST	230 AHB		\$410
11-11-39-165-002	311 FIRST AVE	230 AHB		\$410
11-11-05-100-006	831 GREEN RD	230 AHB		\$510
11-11-05-100-006	831 GREEN RD	230 AHB		\$510
11-11-05-100-006	831 GREEN RD	230 AHB		\$510
11-11-05-100-006	831 GREEN RD	230 AHB		\$510
11-11-09-405-008	11 S GROVE ST	230 AHB		\$460
11-11-09-405-008	11 S GROVE ST	230 AHB		\$410

Parcel	ADDRESS	Code	DESCRIPTION	Amount
11-11-09-170-022	106 S GROVE ST	230 AHB		\$410
11-11-09-496-004	319 S GROVE ST	230 AHB		\$610
11-11-40-413-004	208 N HAMILTON ST	230 AHB		\$460
11-11-40-184-013	305 N HAMILTON ST	230 AHB		\$410
11-11-39-416-018	324 S HAMILTON ST	230 AHB		\$410
11-11-40-109-005	422 N HAMILTON ST	230 AHB		\$510
11-11-39-468-005	739 HARRIET ST	230 AHB		\$510
11-11-39-440-023	838 HARRIET ST	230 AHB		\$460
11-11-39-130-006	119 HAWKINS ST	230 AHB		\$410
11-11-39-168-023	122 HAWKINS ST	230 AHB		\$910
11-11-39-168-023	122 HAWKINS ST	230 AHB		\$910
11-11-04-402-001	822 HEMPHILL ST	230 AHB		\$410
11-11-40-401-014	46 N HURON ST	230 AHB		\$410
11-11-39-412-009	320 S HURON ST	230 AHB		\$460
11-11-39-412-009	320 S HURON ST	230 AHB		\$410
11-11-39-482-003	433 S HURON ST	230 AHB		\$410
11-11-37-151-012	566 JEFFERSON ST	230 AHB		\$460
11-11-37-155-008	871 JEFFERSON ST	230 AHB		\$410
11-11-37-155-008	871 JEFFERSON ST	230 AHB		\$410
11-11-37-203-011	1004 JEFFERSON ST	230 AHB		\$460
11-11-37-203-011	1004 JEFFERSON ST	230 AHB		\$410
11-11-37-203-011	1004 JEFFERSON ST	230 AHB		\$410
11-11-37-203-009	1026 JEFFERSON ST	230 AHB		\$410
11-11-37-203-009	1026 JEFFERSON ST	230 AHB		\$510
11-11-37-203-009	1026 JEFFERSON ST	230 AHB		\$410
11-11-37-203-009	1026 JEFFERSON ST	230 AHB		\$410
11-11-37-203-009	1026 JEFFERSON ST	230 AHB		\$410
11-11-37-203-009	1026 JEFFERSON ST	230 AHB		\$410
11-11-10-355-033	703 MAUS AVE	230 AHB		\$410
11-11-10-355-036	717 MAUS AVE	230 AHB		\$85
11-11-10-356-004	730 MAUS AVE	230 AHB		\$410
11-11-10-356-004	730 MAUS AVE	230 AHB		\$410
11-11-09-184-016	419 E MICHIGAN AVE	230 AHB		\$410
11-11-39-160-015	411 SECOND AVE	230 AHB		\$410
11-11-04-410-028	712 N RIVER ST	230 AHB		\$510
11-11-06-450-037	2372 QUARTERBACK CT 5	230 AHB		\$410
11-11-06-450-037	2372 QUARTERBACK CT 5	230 AHB		\$510
11-11-40-415-026	418 PEARL ST	230 AHB		\$410
11-11-09-109-007	201 N PARK ST	230 AHB		\$410
11-11-09-190-010	9 S PARK ST	230 AHB		\$460
11-11-39-431-003	427 ORCHARD ST	230 AHB		\$410
11-11-39-431-003	427 ORCHARD ST	230 AHB		\$410
11-11-39-431-003	427 ORCHARD ST	230 AHB		\$410
11-11-40-430-007	130 N NORMAL ST	230 AHB		\$510
11-11-40-430-008	128 N NORMAL ST	230 AHB		\$410
11-11-40-430-008	128 N NORMAL ST	230 AHB		\$460
11-11-05-386-012	1306 WASHTENAW AVE	230 AHB		\$410

Parcel	ADDRESS	Code	DESCRIPTION	Amount
11-11-39-145-045	86 W WARNER AVE	230 AHB		\$410
11-11-39-480-027	412 S WASHINGTON ST	230 AHB		\$410
11-11-40-430-009	122 N NORMAL ST	230 AHB		\$410
11-11-37-129-006	948 MONROE ST	230 AHB		\$460
11-11-37-131-013	897 MONROE ST	230 AHB		\$410
11-11-37-131-013	897 MONROE ST	230 AHB		\$460
11-11-10-232-017	202 MILES ST	230 AHB		\$410
11-11-10-262-005	601 E MICHIGAN AVE	230 AHB		\$410
11-11-10-265-002	616 E MICHIGAN AVE	230 AHB		\$460
11-11-10-265-002	616 E MICHIGAN AVE	230 AHB		\$375
11-11-10-345-012	307 ARNET ST	103 Delinquent Water		399.92
11-11-10-345-014	311 ARNET ST	103 Delinquent Water		1553.88
11-11-10-330-002	750 TOWNER ST	103 Delinquent Water		291.97
11-11-10-355-014	592 DAVIS ST	103 Delinquent Water		634.11
11-11-10-345-021	755 DAVIS ST	103 Delinquent Water		246.01
11-11-10-345-001	304 ECORSE RD	103 Delinquent Water		748.14
11-11-10-345-028	330 ECORSE RD	103 Delinquent Water		246.59
11-11-10-356-016	516 MAUS AVE	103 Delinquent Water		366.95
11-11-10-355-032	701 MAUS AVE	103 Delinquent Water		603.87
11-11-10-355-033	703 MAUS AVE	103 Delinquent Water		1201.9
11-11-10-335-014	723 MILDRED ST	103 Delinquent Water		309.25
11-11-09-112-008	212 N GROVE ST	103 Delinquent Water		858.17
11-11-09-405-008	11 S GROVE ST	103 Delinquent Water		268.63
11-11-09-192-011	30 S GROVE ST	103 Delinquent Water		349.16
11-11-09-496-004	319 S GROVE ST	103 Delinquent Water		1607.85
11-11-09-130-018	215 N LINCOLN ST	103 Delinquent Water		260.69
11-11-09-183-005	114 N PARK ST	103 Delinquent Water		1043.66
11-11-09-192-004	316 PARSONS ST	103 Delinquent Water		1199.43
11-11-04-460-018	617 N RIVER ST	103 Delinquent Water		504.02
11-11-10-235-005	328 GARLAND AVE	103 Delinquent Water		611.98
11-11-09-131-011	40 E CROSS ST	103 Delinquent Water		742.21
11-11-10-230-005	616 E CROSS ST	103 Delinquent Water		402.11
11-11-10-235-003	714 E CROSS ST	103 Delinquent Water		1382.28
11-11-03-355-001	518 E FOREST AVE	103 Delinquent Water		237.66
11-11-03-330-021	701 E FOREST AVE	103 Delinquent Water		1383
11-11-03-376-016	831 OAK ST	103 Delinquent Water		708.03
11-11-03-376-023	846 OAK ST	103 Delinquent Water		800.05
11-11-03-376-012	866 VIRGINIA PL	103 Delinquent Water		330.84
11-11-03-354-006	612 VOUGHT ST	103 Delinquent Water		1251.65
11-11-03-355-003	619 VOUGHT ST	103 Delinquent Water		256.24
11-11-04-403-016	807 HEMPHILL ST	103 Delinquent Water		267.96
11-11-04-401-002	820 STANLEY ST	103 Delinquent Water		372.12
11-11-03-353-004	647 CHARLES ST	103 Delinquent Water		974.75
11-11-10-261-012	107 MILES ST	103 Delinquent Water		269.76

Parcel	ADDRESS	Code	DESCRIPTION	Amount
11-11-10-234-010	113 MILES ST	103	Delinquent Water	783.09
11-11-10-234-020	213 MILES ST	103	Delinquent Water	499.21
11-11-39-178-012	202 S ADAMS ST	103	Delinquent Water	764.6
11-11-39-413-002	305 S ADAMS ST	103	Delinquent Water	1214.18
11-11-39-415-029	430 S ADAMS ST	103	Delinquent Water	357.29
11-11-39-415-028	432 S ADAMS ST	103	Delinquent Water	625.72
11-11-39-415-028	432 S ADAMS ST	103	Delinquent Water	268.16
11-11-39-177-015	214 S HAMILTON ST	103	Delinquent Water	464.29
11-11-39-416-018	324 S HAMILTON ST	103	Delinquent Water	5350.47
11-11-39-426-043	480 S HAMILTON ST	103	Delinquent Water	1024.29
11-11-39-177-023	111 E AINSWORTH BLVD	103	Delinquent Water	1157.99
11-11-39-416-008	309 E AINSWORTH BLVD	103	Delinquent Water	227.49
11-11-39-175-020	310 E AINSWORTH BLVD	103	Delinquent Water	850.66
11-11-39-130-022	200 W AINSWORTH BLVD	103	Delinquent Water	2981.44
11-11-39-426-040	408 AINSWORTH CIR	103	Delinquent Water	700.09
11-11-39-425-005	457 AINSWORTH CIR	103	Delinquent Water	429.68
11-11-39-177-028	415 FERRIS ST	103	Delinquent Water	446.46
11-11-39-174-001	102 MIDDLE DR	103	Delinquent Water	2979.04
11-11-39-175-016	303 MIDDLE DR	103	Delinquent Water	328.51
11-11-39-426-002	413 BURTON CT	103	Delinquent Water	741.83
11-11-39-427-015	434 BURTON CT	103	Delinquent Water	337.7
11-11-39-426-010	445 BURTON CT	103	Delinquent Water	694.89
11-11-39-440-029	794 HARRIET ST	103	Delinquent Water	404.1
11-11-39-440-026	816 HARRIET ST	103	Delinquent Water	2179.33
11-11-39-440-023	838 HARRIET ST	103	Delinquent Water	277.92
11-11-37-151-006	515 MADISON ST	103	Delinquent Water	1423.4
11-11-37-131-025	812 MADISON ST	103	Delinquent Water	1851.09
11-11-37-152-003	827 MADISON ST	103	Delinquent Water	352.71
11-11-37-131-016	880 MADISON ST	103	Delinquent Water	453.47
11-11-37-131-014	898 MADISON ST	103	Delinquent Water	2353.71
11-11-37-127-004	544 MONROE ST	103	Delinquent Water	741.82
11-11-37-131-013	897 MONROE ST	103	Delinquent Water	1027.58
11-11-37-129-006	948 MONROE ST	103	Delinquent Water	245.19
11-11-37-130-008	955 MONROE ST	103	Delinquent Water	557.69
11-11-37-129-008	960 MONROE ST	103	Delinquent Water	449.36
11-11-37-202-004	1061 MONROE ST	103	Delinquent Water	867.71
11-11-39-165-002	311 FIRST AVE	103	Delinquent Water	637.61
11-11-39-160-050	460 FIRST AVE	103	Delinquent Water	482.56
11-11-37-151-024	434 JEFFERSON ST	103	Delinquent Water	434.35
11-11-37-151-022	464 JEFFERSON ST	103	Delinquent Water	776.69
11-11-37-151-019	494 JEFFERSON ST	103	Delinquent Water	1148.04
11-11-37-151-012	566 JEFFERSON ST	103	Delinquent Water	290.3
11-11-37-152-023	810 JEFFERSON ST	103	Delinquent Water	389.08
11-11-37-155-007	869 JEFFERSON ST	103	Delinquent Water	880.23
11-11-37-155-004	835 JEFFERSON ST	103	Delinquent Water	321.31
11-11-37-155-004	835 JEFFERSON ST	103	Delinquent Water	251.37

Parcel	ADDRESS	Code	DESCRIPTION	Amount
11-11-37-153-014	976 JEFFERSON ST	103	Delinquent Water	750.79
11-11-37-203-009	1026 JEFFERSON ST	103	Delinquent Water	262.69
11-11-39-160-008	345 SECOND AVE	103	Delinquent Water	1363.92
11-11-39-160-013	389 SECOND AVE	103	Delinquent Water	1175.6
11-11-39-285-006	430 SECOND AVE	103	Delinquent Water	684.73
11-11-39-285-011	450 SECOND AVE	103	Delinquent Water	562.35
11-11-39-465-004	471 SECOND AVE	103	Delinquent Water	708.08
11-11-39-285-013	476 SECOND AVE	103	Delinquent Water	815.89
11-11-39-301-016	530 SECOND AVE	103	Delinquent Water	475.85
11-11-37-154-025	924 WATLING BLVD	103	Delinquent Water	569.93
11-11-37-154-024	930 WATLING BLVD	103	Delinquent Water	225.14
11-11-37-154-020	956 WATLING BLVD	103	Delinquent Water	1192.47
11-11-37-154-019	962 WATLING BLVD	103	Delinquent Water	640.3
11-11-39-166-009	832 FRANKLIN ST	103	Delinquent Water	809.98
11-11-39-440-003	817 FREDERICK ST	103	Delinquent Water	988.08
11-11-39-465-002	1029 FREDERICK ST	103	Delinquent Water	584.9
11-11-39-301-006	527 HART PL	103	Delinquent Water	502.39
11-11-39-301-007	531 HART PL	103	Delinquent Water	498.87
11-11-39-302-020	563 HART PL	103	Delinquent Water	511.68
11-11-39-302-019	567 HART PL	103	Delinquent Water	593.75
11-11-39-302-017	570 HART PL	103	Delinquent Water	801.12
11-11-39-168-021	128 HAWKINS ST	103	Delinquent Water	400.39
11-11-39-130-030	147 HAWKINS ST	103	Delinquent Water	297.34
11-11-39-430-017	426 HAWKINS ST	103	Delinquent Water	627.28
11-11-39-167-007	349 ORCHARD ST	103	Delinquent Water	1302.08
11-11-39-166-008	350 ORCHARD ST	103	Delinquent Water	507.68
11-11-39-167-007	349 ORCHARD ST	103	Delinquent Water	2391.9
11-11-39-431-007	435 ORCHARD ST	103	Delinquent Water	608.62
11-11-39-431-007	435 ORCHARD ST	103	Delinquent Water	415.69
11-11-39-431-008	437 ORCHARD ST	103	Delinquent Water	334.64
11-11-39-167-012	352 WORDEN ST	103	Delinquent Water	1883.68
11-11-39-483-001	20 BELL RD	103	Delinquent Water	1202.01
11-11-39-482-003	433 S HURON ST	103	Delinquent Water	1498.13
11-11-37-101-002	201 539 S HURON ST	103	Delinquent Water	773.25
11-11-39-179-010	214 S WASHINGTON ST	103	Delinquent Water	308.4
11-11-39-480-021	436 S WASHINGTON ST	103	Delinquent Water	677.71
11-11-40-185-003	317 W CROSS ST	103	Delinquent Water	718.77
11-11-40-184-003	201 421 W CROSS ST	103	Delinquent Water	757.46
11-11-40-183-007	523 W CROSS ST	103	Delinquent Water	409.9
11-11-05-465-015	1012 W CROSS ST	103	Delinquent Water	491.73
11-11-40-183-008	201 531 W CROSS ST	103	Delinquent Water	350.91
11-11-40-109-018	409 N ADAMS ST	103	Delinquent Water	348.02
11-11-40-107-003	207 ARCADE ST	103	Delinquent Water	339.24
11-11-04-335-004	302 JARVIS ST	103	Delinquent Water	340.51
11-11-40-415-022	110 BALLARD ST	103	Delinquent Water	665.12
11-11-40-415-022	110 BALLARD ST	103	Delinquent Water	910.75

Parcel	ADDRESS	Code	DESCRIPTION	Amount
11-11-40-182-014	213 BALLARD ST	103	Delinquent Water	332.65
11-11-40-109-005	422 N HAMILTON ST	103	Delinquent Water	1234.13
11-11-40-108-007	510 N HAMILTON ST	103	Delinquent Water	1328.7
11-11-40-182-007	210 PERRIN ST	103	Delinquent Water	1746.02
11-11-40-430-009	122 N NORMAL ST	103	Delinquent Water	1770.95
11-11-40-164-036	219 N NORMAL ST	103	Delinquent Water	464.98
11-11-40-134-027	930 SHERIDAN ST	103	Delinquent Water	1153.66
11-11-40-182-010	514 WASHTENAW AVE	103	Delinquent Water	353.17
11-11-40-430-027	701 WASHTENAW AVE	103	Delinquent Water	363.86
11-11-40-135-005	959 WASHTENAW AVE	103	Delinquent Water	401.96
11-11-05-466-004	1021 WASHTENAW AVE A	103	Delinquent Water	536.73
11-11-05-466-003	1021 WASHTENAW AVE B	103	Delinquent Water	1442.77
11-11-05-466-002	1021 WASHTENAW AVE C	103	Delinquent Water	1100.61
11-11-05-466-001	1021 WASHTENAW AVE D	103	Delinquent Water	246.22
11-11-05-455-018	1116 WASHTENAW AVE	103	Delinquent Water	348.02
11-11-05-385-008	1239 WASHTENAW AVE	103	Delinquent Water	811.18
11-11-05-351-016	1510 WASHTENAW AVE	103	Delinquent Water	281.27
11-11-05-310-021	1300 ROOSEVELT BLVD	103	Delinquent Water	237.43
11-11-06-406-018	2006 ROOSEVELT BLVD	103	Delinquent Water	416.25
11-11-05-305-021	1322 COLLEGEWOOD DR	103	Delinquent Water	808.04
11-11-05-363-015	475 OWENDALE ST	103	Delinquent Water	581.92
11-11-40-209-003	1209 SHERMAN ST	103	Delinquent Water	424.35
11-11-40-486-029	105 N HURON ST	103	Delinquent Water	387.02
11-11-05-245-010	1503 HURON RIVER DR	103	Delinquent Water	286.24
11-11-05-245-011	1509 HURON RIVER DR	103	Delinquent Water	713.43
11-11-39-102-006	217 W MICHIGAN AVE	103	Delinquent Water	490.87
11-11-40-463-001	201 510 W MICHIGAN AVE	103	Delinquent Water	701.76
11-11-39-125-011	703 W MICHIGAN AVE	103	Delinquent Water	1280.22
11-11-40-463-021	17 S NORMAL ST	103	Delinquent Water	273.48
11-11-40-462-024	20 S NORMAL ST	103	Delinquent Water	333.76
11-11-39-145-011	921 PLEASANT DR	103	Delinquent Water	745.4
11-11-40-357-005	31 W WARNER AVE	103	Delinquent Water	1134.84
11-11-40-463-043	709 N CONGRESS ST	103	Delinquent Water	363.39
11-11-40-485-009	10 N WASHINGTON STE 103	138	Business Inspection	\$66.00
11-11-40-485-009	10 N WASHINGTON STE 103	138	Business Inspection	\$66.00
11-11-40-485-009	10 N WASHINGTON STE 103	138	Business Inspection	\$66.00
11-11-40-485-009	10 N WASHINGTON STE 103	138	Business Inspection	\$55.00
11-11-40-485-009	10 N WASHINGTON STE 103	138	Business Inspection	\$90.00
11-11-40-485-009	10 N WASHINGTON STE 103	138	Business Inspection	\$90.00
11-11-05-460-012	1002 WASHTENAW	112	Rental Inspection	\$144.00
11-11-09-191-001	101 S PARK	112	Rental Inspection	\$170.00
11-11-40-485-024	102 W MICHIGAN	138	Business Inspection	\$55.00
11-11-05-465-006	1023 WASHTENAW	112	Rental Inspection	\$300.00
11-11-05-465-006	1023 WASHTENAW	112	Rental Inspection	\$165.00
11-11-37-203-009	1026 JEFFERSON	112	Rental Inspection	\$85.00

Parcel	ADDRESS	Code	DESCRIPTION	Amount
11-11-37-203-009	1026 JEFFERSON	112	Rental Inspection	\$102.00
11-11-37-203-009	1026 JEFFERSON	112	Rental Inspection	\$102.00
11-11-37-203-009	1026 JEFFERSON	112	Rental Inspection	\$102.00
11-11-05-275-003	1060 LOUISE BLDG 11	112	Rental Inspection	\$1,716.00
11-11-05-275-003	1086 LOUISE BLDG 9	112	Rental Inspection	\$1,650.00
11-11-04-410-004	109 CHERRY CT	112	Rental Inspection	\$525.00
11-11-05-275-001	1175 CORNELL BLDG 1	112	Rental Inspection	\$1,518.00
11-11-40-401-006	12 W MICHIGAN	138	Business Inspection	\$55.00
11-11-05-245-001	1201 CORNELL BLDG 5	112	Rental Inspection	\$1,716.00
11-11-39-168-023	122 HAWKINS	112	Rental Inspection	\$66.00
11-11-39-168-023	122 HAWKINS	112	Rental Inspection	\$55.00
11-11-39-168-023	122 HAWKINS	112	Rental Inspection	\$102.00
11-11-39-168-023	122 HAWKINS	112	Rental Inspection	\$102.00
11-11-39-168-023	122 HAWKINS	112	Rental Inspection	\$102.00
11-11-39-168-023	122 HAWKINS	112	Rental Inspection	\$102.00
11-11-39-168-023	122 HAWKINS	112	Rental Inspection	\$102.00
11-11-40-430-033	126 COLLEGE PLACE	112	Rental Inspection	\$360.00
11-11-40-430-033	126 COLLEGE PLACE	112	Rental Inspection	\$264.00
11-11-40-430-033	126 COLLEGE PLACE	112	Rental Inspection	\$264.00
11-11-40-430-033	126 COLLEGE PLACE	112	Rental Inspection	\$198.00
11-11-40-430-033	126 COLLEGE PLACE	112	Rental Inspection	\$198.00
11-11-40-430-033	126 COLLEGE PLACE	112	Rental Inspection	\$198.00
11-11-40-430-033	126 COLLEGE PLACE	112	Rental Inspection	\$264.00
11-11-05-245-001	1305 HURON RIVER DR BLDG	112	Rental Inspection	\$1,716.00
11-11-05-245-001	1335 HURON RIVER DR BLDG	112	Rental Inspection	\$1,716.00
11-11-05-275-001	1419 GREGORY BLDG 2	112	Rental Inspection	\$1,320.00
11-11-05-307-005	1429 COLLEGEWOOD	110	Weeds	\$130.00
11-11-05-100-001	1431 LEFORGE	112	Rental Inspection	\$1,320.00
11-11-05-100-001	1433 LEFORGE	112	Rental Inspection	\$1,320.00
11-11-05-275-002	1439 GREGORY BLDG 3	112	Rental Inspection	\$1,716.00
11-11-05-245-001	1454 GREGORY BLDG 8	112	Rental Inspection	\$1,716.00
11-11-05-275-002	1455 GREGORY BLDG 4	112	Rental Inspection	\$1,716.00
11-11-37-105-003	15 KRAMER	110	Weeds	\$150.00
11-11-05-351-016	1510 WASHTENAW STE C-1	138	Business Inspection	\$55.00
11-11-05-351-016	1510 WASHTENAW STE C-1	138	Business Inspection	\$55.00
11-11-05-351-016	1510 WASHTENAW STE C-1	138	Business Inspection	\$66.00
11-11-04-360-001	2 W FOREST	124	Dangerous-Escrow	\$300.00
11-11-04-360-001	2 W FOREST	125	Dangerous-Insp.	\$150.00
11-11-04-360-001	2 W FOREST	125	Dangerous-Insp.	\$150.00
11-11-40-414-013	201 N HAMILTON	112	Rental Inspection	\$270.00
11-11-40-414-013	201 N HAMILTON	112	Rental Inspection	\$66.00
11-11-40-414-013	201 N HAMILTON	112	Rental Inspection	\$66.00
11-11-09-112-011	201 N PROSPECT	138	Business Inspection	\$66.00
11-11-09-112-011	201 N PROSPECT	138	Business Inspection	\$66.00
11-11-40-164-013	202 N SUMMIT	112	Rental Inspection	\$165.00
11-11-40-164-013	202 N SUMMIT	112	Rental Inspection	\$270.00

Parcel	ADDRESS	Code	DESCRIPTION	Amount
11-11-39-174-010	205 W AINSWORTH	112	Rental Inspection	\$55.00
11-11-10-335-021	210 ECORSE	110	Weeds	\$130.00
11-11-09-130-010	210 N RIVER	112	Rental Inspection	\$270.00
11-11-09-130-010	210 N RIVER	112	Rental Inspection	\$165.00
11-11-09-130-018	215 N LINCOLN	112	Rental Inspection	\$120.00
11-11-09-130-018	215 N LINCOLN	112	Rental Inspection	\$85.00
11-11-06-450-037	2372 QUARTERBACK CT #5	112	Rental Inspection	\$66.00
11-11-06-450-037	2372 QUARTERBACK CT #5	112	Rental Inspection	\$55.00
11-11-06-450-037	2372 QUARTERBACK CT #5	112	Rental Inspection	\$84.00
11-11-06-450-037	2372 QUARTERBACK CT #5	112	Rental Inspection	\$102.00
11-11-09-106-009	302 E CROSS	124	Dangerous-Escrow	\$300.00
11-11-09-106-009	302 E CROSS	124	Dangerous-Escrow	\$300.00
11-11-09-106-009	302 E CROSS	125	Dangerous-Insp.	\$150.00
11-11-09-106-009	302 E CROSS	125	Dangerous-Insp.	\$150.00
11-11-40-186-005	306 N ADAMS	128	Snow Removal	\$100.00
11-11-39-165-002	311 FIRST	110	Weeds	\$450.00
11-11-40-482-005	315 WASHTENAW	124	Dangerous-Escrow	\$3,300.00
11-11-40-482-005	315 WASHTENAW	125	Dangerous-Insp.	\$1,650.00
11-11-39-167-002	317 ORCHARD	110	Weeds	\$130.00
11-11-40-185-003	317 W CROSS	138	Business Inspection	\$66.00
11-11-40-185-003	317 W CROSS	138	Business Inspection	\$66.00
11-11-10-360-007	333 S PROSPECT	112	Rental Inspection	\$66.00
11-11-10-360-007	333 S PROSPECT	112	Rental Inspection	\$102.00
11-11-39-160-033	360 FIRST	112	Rental Inspection	\$165.00
11-11-39-160-027	396 FIRST	110	Weeds	\$13.00
11-11-39-426-040	408 AINSWORTH CIRCLE	112	Rental Inspection	\$102.00
11-11-39-426-040	408 AINSWORTH CIRCLE	112	Rental Inspection	\$102.00
11-11-39-426-040	408 AINSWORTH CIRCLE	112	Rental Inspection	\$102.00
11-11-39-427-021	410 BURTON CT	112	Rental Inspection	\$85.00
11-11-39-427-021	410 BURTON CT	112	Rental Inspection	\$204.00
11-11-39-427-021	410 BURTON CT	112	Rental Inspection	\$66.00
11-11-40-109-011	410 N HAMILTON	112	Rental Inspection	\$200.00
11-11-40-109-005	422 N HAMILTON	112	Rental Inspection	\$264.00
11-11-40-109-005	422 N HAMILTON	112	Rental Inspection	\$264.00
11-11-40-109-005	422 N HAMILTON	112	Rental Inspection	\$264.00
11-11-40-109-005	422 N HAMILTON	112	Rental Inspection	\$264.00
11-11-40-109-005	422 N HAMILTON	112	Rental Inspection	\$264.00
11-11-40-109-005	422 N HAMILTON	112	Rental Inspection	\$264.00
11-11-40-109-005	422 N HAMILTON	112	Rental Inspection	\$360.00
11-11-39-482-001	423 S HURON	110	Weeds	\$130.00
11-11-40-109-004	426 N HAMILTON	112	Rental Inspection	\$66.00
11-11-39-165-016	429 FIRST	110	Weeds	\$130.00
11-11-39-160-023	436 FIRST	124	Dangerous-Escrow	\$300.00
11-11-39-160-023	436 FIRST	125	Dangerous-Insp.	\$150.00
11-11-39-470-001	445 MONROE BLDG 11	112	Rental Inspection	\$198.00
11-11-37-126-015	466 MADISON	110	Weeds	\$130.00

Parcel	ADDRESS	Code	DESCRIPTION	Amount
11-11-39-465-033	472 FIRST	112	Rental Inspection	\$66.00
11-11-39-426-043	480 S HAMILTON STE B	138	Business Inspection	\$66.00
11-11-37-156-003	485 JEFFERSON	110	Weeds	\$130.00
11-11-10-267-002	50 ECORSE STE A	138	Business Inspection	\$66.00
11-11-10-267-002	50 ECORSE STE A	138	Business Inspection	\$66.00
11-11-10-267-002	50 ECORSE STE A	138	Business Inspection	\$66.00
11-11-10-267-002	50 ECORSE STE A	138	Business Inspection	\$66.00
11-11-10-267-002	50 ECORSE STE A	138	Business Inspection	\$66.00
11-11-10-262-007	501 E MICHIGAN	138	Business Inspection	\$180.00
11-11-39-468-011	501 FIRST AVE BLDG 19	112	Rental Inspection	\$204.00
11-11-39-468-011	501 FIRST AVE BLDG 19	112	Rental Inspection	\$55.00
11-11-39-468-011	501 FIRST AVE BLDG 19	112	Rental Inspection	\$168.00
11-11-40-416-005	504 PEARL	110	Weeds	\$90.00
11-11-39-468-011	505 FIRST AVE BLDG 18	112	Rental Inspection	\$102.00
11-11-39-468-011	505 FIRST AVE BLDG 18	112	Rental Inspection	\$110.00
11-11-39-468-011	505 FIRST AVE BLDG 18	112	Rental Inspection	\$168.00
11-11-39-485-001	505 S HURON	138	Business Inspection	\$66.00
11-11-39-485-001	505 S HURON	138	Business Inspection	\$66.00
11-11-39-485-001	505 S HURON STE A	138	Business Inspection	\$90.00
11-11-39-485-001	505 S HURON STE A	138	Business Inspection	\$66.00
11-11-39-468-011	509 FIRST AVE BLDG 17	112	Rental Inspection	\$204.00
11-11-39-468-011	509 FIRST AVE BLDG 17	112	Rental Inspection	\$110.00
11-11-39-468-011	509 FIRST AVE BLDG 17	112	Rental Inspection	\$168.00
11-11-10-360-010	513 TYLER	138	Business Inspection	\$55.00
11-11-04-337-006	516 ST JOHNS	112	Rental Inspection	\$1,100.00
11-11-40-183-007	523 W CROSS ST	138	Business Inspection	\$90.00
11-11-40-183-007	527 W CROSS	112	Rental Inspection	\$55.00
11-11-40-183-007	527 W CROSS	112	Rental Inspection	\$396.00
11-11-40-183-007	527 W CROSS	112	Rental Inspection	\$396.00
11-11-40-183-007	527 W CROSS	112	Rental Inspection	\$450.00
11-11-40-183-007	527 W CROSS	112	Rental Inspection	\$396.00
11-11-40-183-008	531 W CROSS	112	Rental Inspection	\$102.00
11-11-40-183-008	531 W CROSS	112	Rental Inspection	\$102.00
11-11-40-183-008	531 W CROSS	112	Rental Inspection	\$102.00
11-11-40-183-008	531 W CROSS	112	Rental Inspection	\$102.00
11-11-39-301-022	536 SECOND	110	Weeds	\$130.00
11-11-39-465-024	540 FIRST	110	Weeds	\$130.00
11-11-37-126-007	558 MADISON	100	Board Up	\$426.08
11-11-37-126-007	558 MADISON	110	Weeds	\$130.00
11-11-10-262-005	601 E MICHIGAN	110	Weeds	\$130.00
11-11-37-202-001	610 FIRST	112	Rental Inspection	\$133.00
11-11-40-463-044	616 W MICHIGAN	110	Weeds	\$130.00
11-11-40-464-028	702 CONGRESS	112	Rental Inspection	\$55.00
11-11-40-464-028	702 CONGRESS	112	Rental Inspection	\$66.00
11-11-05-310-018	702 CORNELL	112	Rental Inspection	\$102.00
11-11-05-310-018	702 CORNELL	112	Rental Inspection	\$66.00

Parcel	ADDRESS	Code	DESCRIPTION	Amount
11-11-04-411-001	718 DWIGHT	112	Rental Inspection	\$180.00
11-11-04-411-001	718 DWIGHT	112	Rental Inspection	\$85.00
11-11-05-100-001	720 GREEN ROAD	112	Rental Inspection	\$292.00
11-11-05-100-001	720 GREEN ROAD	112	Rental Inspection	\$1,320.00
11-11-05-100-001	721 CLARK ROAD	112	Rental Inspection	\$1,155.00
11-11-05-100-007	725 GREEN ROAD	112	Rental Inspection	\$1,380.00
11-11-10-330-003	730 TOWNER	112	Rental Inspection	\$170.00
11-11-39-468-005	739 HARRIET	112	Rental Inspection	\$198.00
11-11-39-468-005	739 HARRIET	112	Rental Inspection	\$198.00
11-11-39-468-005	739 HARRIET	112	Rental Inspection	\$246.00
11-11-39-468-005	739 HARRIET	112	Rental Inspection	\$198.00
11-11-10-267-003	741 TOWNER	112	Rental Inspection	\$55.00
11-11-39-440-035	756 HARRIET	110	Weeds	\$90.00
11-11-05-100-001	772 GREEN ROAD	112	Rental Inspection	\$1,320.00
11-11-05-100-001	773 CLARK ROAD	112	Rental Inspection	\$1,320.00
11-11-05-100-007	791 GREEN ROAD	112	Rental Inspection	\$1,374.00
11-11-37-101-001	8 KRAMER	110	Weeds	\$150.00
11-11-39-468-011	800 ARMSTRONG BLDG 10	112	Rental Inspection	\$110.00
11-11-39-468-011	800 ARMSTRONG BLDG 10	112	Rental Inspection	\$204.00
11-11-39-468-011	800 ARMSTRONG BLDG 10	112	Rental Inspection	\$168.00
11-11-39-468-011	800 HILYARD ROBINSON WAY	112	Rental Inspection	\$198.00
11-11-39-468-011	800 HILYARD ROBINSON WAY	112	Rental Inspection	\$264.00
11-11-39-468-011	800 HILYARD ROBINSON WAY	112	Rental Inspection	\$165.00
11-11-39-468-011	801 ARMSTRONG BLDG 9	112	Rental Inspection	\$140.00
11-11-39-468-011	801 ARMSTRONG BLDG 9	112	Rental Inspection	\$204.00
11-11-39-468-011	801 ARMSTRONG BLDG 9	112	Rental Inspection	\$168.00
11-11-39-468-011	801 HARRIET BLDG 26	112	Rental Inspection	\$110.00
11-11-39-468-011	801 HARRIET BLDG 26	112	Rental Inspection	\$204.00
11-11-39-468-011	801 HARRIET BLDG 26	112	Rental Inspection	\$168.00
11-11-39-468-011	801 HILYARD ROBINSON WAY	112	Rental Inspection	\$396.00
11-11-39-468-011	801 HILYARD ROBINSON WAY	112	Rental Inspection	\$504.00
11-11-39-468-011	801 HILYARD ROBINSON WAY	112	Rental Inspection	\$275.00
11-11-39-468-011	804 ARMSTRONG BLDG 11	112	Rental Inspection	\$55.00
11-11-39-468-011	804 ARMSTRONG BLDG 11	112	Rental Inspection	\$204.00
11-11-39-468-011	804 ARMSTRONG BLDG 11	112	Rental Inspection	\$168.00
11-11-39-468-011	805 ARMSTRONG BLDG 8	112	Rental Inspection	\$110.00
11-11-39-468-011	805 ARMSTRONG BLDG 8	112	Rental Inspection	\$204.00
11-11-39-468-011	805 ARMSTRONG BLDG 8	112	Rental Inspection	\$168.00
11-11-39-468-011	805 HARRIET BLDG 25	112	Rental Inspection	\$110.00
11-11-39-468-011	805 HARRIET BLDG 25	112	Rental Inspection	\$204.00
11-11-39-468-011	805 HARRIET BLDG 25	112	Rental Inspection	\$168.00
11-11-39-468-011	806 HILYARD ROBINSON WAY	112	Rental Inspection	\$396.00
11-11-39-468-011	806 HILYARD ROBINSON WAY	112	Rental Inspection	\$168.00
11-11-39-468-011	806 HILYARD ROBINSON WAY	112	Rental Inspection	\$330.00
11-11-39-468-011	808 ARMSTRONG BLDG 12	112	Rental Inspection	\$55.00
11-11-39-468-011	808 ARMSTRONG BLDG 12	112	Rental Inspection	\$204.00

Parcel	ADDRESS	Code	DESCRIPTION	Amount
11-11-39-468-011	808 ARMSTRONG BLDG 12	112	Rental Inspection	\$84.00
11-11-39-468-011	809 ARMSTRONG BLDG 7	112	Rental Inspection	\$110.00
11-11-39-468-011	809 ARMSTRONG BLDG 7	112	Rental Inspection	\$204.00
11-11-39-468-011	809 ARMSTRONG BLDG 7	112	Rental Inspection	\$168.00
11-11-39-468-011	809 HARRIET BLDG 24	112	Rental Inspection	\$110.00
11-11-39-468-011	809 HARRIET BLDG 24	112	Rental Inspection	\$204.00
11-11-39-468-011	809 HARRIET BLDG 24	112	Rental Inspection	\$168.00
11-11-39-468-011	812 ARMSTRONG BLDG 13	112	Rental Inspection	\$110.00
11-11-39-468-011	812 ARMSTRONG BLDG 13	112	Rental Inspection	\$204.00
11-11-39-468-011	812 ARMSTRONG BLDG 13	112	Rental Inspection	\$168.00
11-11-39-468-011	813 ARMSTRONG BLDG 6	112	Rental Inspection	\$110.00
11-11-39-468-011	813 ARMSTRONG BLDG 6	112	Rental Inspection	\$204.00
11-11-39-468-011	813 ARMSTRONG BLDG 6	112	Rental Inspection	\$168.00
11-11-39-468-011	813 HARRIET BLDG 23	112	Rental Inspection	\$110.00
11-11-39-468-011	813 HARRIET BLDG 23	112	Rental Inspection	\$204.00
11-11-39-468-011	813 HARRIET BLDG 23	112	Rental Inspection	\$168.00
11-11-39-468-011	813 HILYARD ROBINSON WAY	112	Rental Inspection	\$396.00
11-11-39-468-011	813 HILYARD ROBINSON WAY	112	Rental Inspection	\$504.00
11-11-39-468-011	813 HILYARD ROBINSON WAY	112	Rental Inspection	\$275.00
11-11-39-468-011	816 ARMSTRONG BLDG 14	112	Rental Inspection	\$110.00
11-11-39-468-011	816 ARMSTRONG BLDG 14	112	Rental Inspection	\$204.00
11-11-39-468-011	816 ARMSTRONG BLDG 14	112	Rental Inspection	\$168.00
11-11-39-468-011	817 ARMSTRONG BLDG 5	112	Rental Inspection	\$55.00
11-11-39-468-011	817 ARMSTRONG BLDG 5	112	Rental Inspection	\$204.00
11-11-39-468-011	817 ARMSTRONG BLDG 5	112	Rental Inspection	\$168.00
11-11-39-468-011	817 HARRIET BLDG 22	112	Rental Inspection	\$110.00
11-11-39-468-011	817 HARRIET BLDG 22	112	Rental Inspection	\$204.00
11-11-39-468-011	817 HARRIET BLDG 22	112	Rental Inspection	\$168.00
11-11-39-468-011	818 HILYARD ROBINSON WAY	112	Rental Inspection	\$204.00
11-11-39-468-011	818 HILYARD ROBINSON WAY	112	Rental Inspection	\$110.00
11-11-39-468-011	818 HILYARD ROBINSON WAY	112	Rental Inspection	\$168.00
11-11-39-468-011	820 ARMSTRONG BLDG 15	112	Rental Inspection	\$204.00
11-11-39-468-011	820 ARMSTRONG BLDG 15	112	Rental Inspection	\$110.00
11-11-39-468-011	820 ARMSTRONG BLDG 15	112	Rental Inspection	\$168.00
11-11-39-468-011	821 ARMSTRONG BLDG 4	112	Rental Inspection	\$204.00
11-11-39-468-011	821 ARMSTRONG BLDG 4	112	Rental Inspection	\$110.00
11-11-39-468-011	821 ARMSTRONG BLDG 4	112	Rental Inspection	\$168.00
11-11-39-468-011	821 HARRIET BLDG 21	112	Rental Inspection	\$204.00
11-11-39-468-011	821 HARRIET BLDG 21	112	Rental Inspection	\$55.00
11-11-39-468-011	821 HARRIET BLDG 21	112	Rental Inspection	\$168.00
11-11-39-468-011	822 HILYARD ROBINSON WAY	112	Rental Inspection	\$204.00
11-11-39-468-011	822 HILYARD ROBINSON WAY	112	Rental Inspection	\$110.00
11-11-39-468-011	822 HILYARD ROBINSON WAY	112	Rental Inspection	\$168.00
11-11-39-468-011	824 ARMSTRONG BLDG 16	112	Rental Inspection	\$204.00
11-11-39-468-011	824 ARMSTRONG BLDG 16	112	Rental Inspection	\$110.00
11-11-39-468-011	824 ARMSTRONG BLDG 16	112	Rental Inspection	\$168.00

Parcel	ADDRESS	Code	DESCRIPTION	Amount
11-11-39-468-011	825 ARMSTRONG BLDG 3	112	Rental Inspection	\$204.00
11-11-39-468-011	825 ARMSTRONG BLDG 3	112	Rental Inspection	\$110.00
11-11-39-468-011	825 ARMSTRONG BLDG 3	112	Rental Inspection	\$168.00
11-11-39-468-011	825 HILYARD ROBINSON WAY	112	Rental Inspection	\$198.00
11-11-39-468-011	825 HILYARD ROBINSON WAY	112	Rental Inspection	\$165.00
11-11-39-468-011	825 HILYARD ROBINSON WAY	112	Rental Inspection	\$252.00
11-11-39-468-011	825 HILYARD ROBINSON WAY	112	Rental Inspection	\$165.00
11-11-39-468-011	826 HILYARD ROBINSON WAY	112	Rental Inspection	\$264.00
11-11-39-468-011	826 HILYARD ROBINSON WAY	112	Rental Inspection	\$318.00
11-11-39-468-011	826 HILYARD ROBINSON WAY	112	Rental Inspection	\$220.00
11-11-39-468-011	829 ARMSTRONG BLDG 2	112	Rental Inspection	\$204.00
11-11-39-468-011	829 ARMSTRONG BLDG 2	112	Rental Inspection	\$110.00
11-11-39-468-011	829 ARMSTRONG BLDG 2	112	Rental Inspection	\$168.00
11-11-39-468-011	831 HILYARD ROBINSON WAY	112	Rental Inspection	\$100.00
11-11-39-468-011	833 ARMSTRONG BLDG 1	112	Rental Inspection	\$204.00
11-11-39-468-011	833 ARMSTRONG BLDG 1	112	Rental Inspection	\$110.00
11-11-39-468-011	833 ARMSTRONG BLDG 1	112	Rental Inspection	\$168.00
11-11-05-307-001	833 CORNELL	128	Snow Removal	\$150.00
11-11-39-468-011	834 HILYARD ROBINSON WAY	112	Rental Inspection	\$264.00
11-11-39-468-011	834 HILYARD ROBINSON WAY	112	Rental Inspection	\$336.00
11-11-39-468-011	834 HILYARD ROBINSON WAY	112	Rental Inspection	\$110.00
11-11-37-155-004	835 JEFFERSON	110	Weeds	\$130.00
11-11-05-100-006	853 GREEN ROAD	112	Rental Inspection	\$1,608.00
11-11-39-440-021	856 HARRIET	110	Weeds	\$130.00
11-11-39-131-008	866 HILL	112	Rental Inspection	\$170.00
11-11-39-131-008	866 HILL	112	Rental Inspection	\$204.00
11-11-39-131-008	866 HILL	112	Rental Inspection	\$204.00
11-11-39-131-008	866 HILL	112	Rental Inspection	\$204.00
11-11-37-131-009	869 MONROE	124	Dangerous-Escrow	\$3,300.00
11-11-37-131-009	869 MONROE	125	Dangerous-Insp.	\$1,650.00
11-11-39-165-001	911 W MICHIGAN	110	Weeds	\$150.00
11-11-37-130-002	919 MONROE	124	Dangerous-Escrow	\$3,300.00
11-11-37-130-002	919 MONROE	125	Dangerous-Insp.	\$1,650.00
11-11-37-130-002	919 MONROE	125	Dangerous-Insp.	\$150.00
11-11-37-130-002	919 MONROE	125	Dangerous-Insp.	\$150.00
11-11-10-267-005	92 ECORSE	110	Weeds	\$130.00
11-11-37-130-003	925 MONROE	124	Dangerous-Escrow	\$3,300.00
11-11-37-130-003	925 MONROE	125	Dangerous-Insp.	\$1,650.00
11-11-05-100-012	950 RAILROAD	112	Rental Inspection	\$7,722.00
11-11-40-134-010	955 W CROSS	112	Rental Inspection	\$132.00
11-11-40-134-010	955 W CROSS	112	Rental Inspection	\$66.00
11-11-40-134-010	955 W CROSS	112	Rental Inspection	\$55.00
11-11-40-134-010	955 W CROSS	112	Rental Inspection	\$66.00
11-11-40-134-010	955 W CROSS	112	Rental Inspection	\$55.00
11-11-40-134-010	955 W CROSS	112	Rental Inspection	\$66.00
11-11-40-135-003	955 WASHTENAW	112	Rental Inspection	\$55.00

Parcel	ADDRESS	Code	DESCRIPTION	Amount
11-11-40-135-004	957 WASHTENAW	112	Rental Inspection	\$55.00
11-11-40-135-005	959 WASHTENAW	112	Rental Inspection	\$85.00



**CITY OF YPSILANTI
COMMUNITY BENEFITS ORDINANCE COMMITTEE
CITIZEN PARTICIPATION APPLICATION**

You must be a resident to be eligible to serve on a
City of Ypsilanti Board or Commission.

NAME: Erin Bultema

ADDRESS: [REDACTED]

Ypsilanti, MI 48197

Number of years in the community: 1.5 years Ward you live in: ?

PHONE: [REDACTED] Call: A.M. or P.M. (Please circle)
(other periods in the past)

EMAIL ADDRESS: [REDACTED]

EDUCATION: master's degree - social work

CURRENT OCCUPATION: social worker

CURRENT EMPLOYER: Washtenaw County

ARE YOU NOW, OR HAVE YOU EVER BEEN EMPLOYED BY AVALON HOUSING? (Sec. 30-527)

[REDACTED]

WORK/VOLUNTEER EXPERIENCE: 15+ years as a social worker in
a wide range of settings

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

SIGNATURE: [REDACTED] DATE: 6/13/23



**CITY OF YPSILANTI
COMMUNITY BENEFITS ORDINANCE COMMITTEE
CITIZEN PARTICIPATION APPLICATION**

You must be a resident to be eligible to serve on a
City of Ypsilanti Board or Commission.

NAME: KATHERINE (KAT) LAYTON

ADDRESS: [REDACTED]

YPSILANTI, MI 48197

Number of years in the community: 7 Ward you live in: 3

PHONE: [REDACTED] Call: (A.M. or P.M.) (Please circle)

EMAIL ADDRESS: [REDACTED]

EDUCATION: B.S. FROM UNIVERSITY OF TEXAS AT AUSTIN
M.S.W. FROM UNIVERSITY OF MICHIGAN - ANN ARBOR

CURRENT OCCUPATION: PROJECT COORDINATOR

CURRENT EMPLOYER: CENTER FOR BEHAVIORAL HEALTH AND JUSTICE.

ARE YOU NOW, OR HAVE YOU EVER BEEN EMPLOYED BY AVALON HOUSING? (Sec. 30-527) WAYNE STATE UNIVERSITY

WORK/VOLUNTEER EXPERIENCE: 6 MONTHS IN 2018 (MAR. 2018 - AUG. 2018)
AS A SUPPORT COORDINATOR ON
THE FAMILY TEAM

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

SIGNATURE: [REDACTED] DATE: 6/13/23

June 2023

To Whom It May Concern:

I am nominating Kat Layton to be a part of the community benefits ad-hoc committee for the proposed development at 206-210 N. Washington.

My name is Peri Stone-Palmquist. I have lived in the city of Ypsilanti for 18 years (about 1 mile from downtown) and worked downtown Ypsilanti for about 8 years or so. My office is on North Washington street just a couple blocks from the proposed development.

I first met Kat in September of 2017 when she served as an intern for the Student Advocacy Center of Michigan, where I work. She later ended up working for us for a year and then has stayed in contact with SAC volunteering at events with us. Kat and I have maintained a personal relationship as well, often bonding over our love for the city of Ypsilanti and our shared interest in restorative practices.

I am nominating Kat because she is a person of high integrity, compassion and empathy. From the day I met her, I have seen someone willing to ask hard questions, even when it's uncomfortable. She is willing to think critically and consider all sides. She is someone who is open to difficult feedback and thinking outside the box. She really cares about Ypsilanti and cares about the residents here who have historically not had a voice in decision-making.

Kat lives near this proposed development and has done a variety of volunteer work downtown and nearby, supporting returning citizens and supporting the recent Pride fest. I believe she would be an excellent addition to the ad-hoc committee.

Thank you for considering.

Peri Stone-Palmquist



**CITY OF YPSILANTI
COMMUNITY BENEFITS ORDINANCE COMMITTEE
CITIZEN PARTICIPATION APPLICATION**

You must be a resident to be eligible to serve on a
City of Ypsilanti Board or Commission.

NAME: Yvonne Cedney

ADDRESS: [REDACTED]

Ypsilanti MI 48198

Number of years in the community: 6 Ward you live in: 3

PHONE [REDACTED] Call: A.M. or P.M. (Please circle)

EMAIL ADDRESS: [REDACTED]

EDUCATION: MPA-EMU, JD Hastings College of the Law

CURRENT OCCUPATION: Community education & outreach

CURRENT EMPLOYER: Housing Bureau for Seniors - Midway Medicine

ARE YOU NOW, OR HAVE YOU EVER BEEN EMPLOYED BY AVALON HOUSING? (Sec. 30-527)

[REDACTED]

WORK/VOLUNTEER EXPERIENCE: Ypsi Senior Center Board of Directors (volunteer); Community Action Board-Volunteer

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

SIGNATURE: [REDACTED] DATE: 6/13/23



**CITY OF YPSILANTI
COMMUNITY BENEFITS ORDINANCE COMMITTEE
CITIZEN PARTICIPATION APPLICATION**

You must be a resident to be eligible to serve on a
City of Ypsilanti Board or Commission.

NAME: Jason Cloutier

ADDRESS: [REDACTED]

Number of years in the community: 16 yrs Ward you live in: 7

PHONE: [REDACTED] Call: A.M. or (P.M.) (Please circle)

EMAIL ADDRESS: [REDACTED]

EDUCATION: B.S. - Philosophy / Pol. Sci

CURRENT OCCUPATION: Order Admin / Logistics

CURRENT EMPLOYER: KLA

ARE YOU NOW, OR HAVE YOU EVER BEEN EMPLOYED BY AVALON HOUSING? (Sec. 30-527)

[REDACTED]

WORK/VOLUNTEER EXPERIENCE: Various

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

SIGNATURE: [REDACTED] DATE: 6/13/23

Community Benefits Agreement Committee

First Name	ANDREW
Last Name	FANTA
Name	ANDREW FANTA
Email Address	
Address	
City	YPSILANTI
State	MI
Zip Code	48197-4651
Phone Number	
Fax Number	N?A
Number of Years in the Community	30 plus years
What Ward do you reside?	2nd (normal park)
Education	BA, JD, PhD>
Employer	Attorney. --- self employed
Are you registered to vote in the City of Ypsilanti?	Yes
I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.	Yes
Work/volunteer experience related to the board or commission:	I have been on the Tax Board of Appeals for 11 years and have been Chair for the last 6 years. I think that that experience would be a valuable asset to/for this commission.
Electronic Signature Agreement	I agree.

Electronic Signature

ANDREW L. FANTA

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

Community Benefits Agreement Committee

First Name	Jenny Rose
Last Name	Ryan
Name	Jenny Rose Ryan
Email Address	
Address	
City	Ypsilanti
State	mi
Zip Code	48197-2052
Phone Number	
Fax Number	Field not completed.
Number of Years in the Community	2
What Ward do you reside?	2
Education	Masters degree
Employer	Self
Are you registered to vote in the City of Ypsilanti?	Yes
I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.	Yes
Work/volunteer experience related to the board or commission:	Ypsilanto non-motorized advisory committee Seattle community activism related to affordability and community needs/sustainability and public investment PR and communications professional with more than 20 years of experience

Led community building and Communications efforts for
playgrounds and other community investments

Electronic Signature
Agreement

I agree.

Electronic Signature

Jenny Rose Ryan

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Community Benefits Agreement Committee

First Name	Charlene
Last Name	Weir
Name	Charlene Weir
Email Address	
Address	
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	
Fax Number	<i>Field not completed.</i>
Number of Years in the Community	40
What Ward do you reside?	1
Education	ABA
Employer	Retired
Are you registered to vote in the City of Ypsilanti?	Yes
I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.	Yes
Work/volunteer experience related to the board or commission:	I currently live in Towne Centre Place apartment, a senior/HUD subsidized property. I am the currently the president of the Association Board. I volunteer for every election since 2016!! I am committed to vounteering for commitee's! I would be a positive influence for the commitee!

Electronic Signature
Agreement

I agree.

Electronic Signature

Charlene M Weir

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Community Benefits Agreement Committee

First Name	Hayden
Last Name	Pendergrass
Name	Hayden Pendergrass
Email Address	
Address	
City	Ypsilanti
State	MI
Zip Code	48198
Phone Number	
Fax Number	<i>Field not completed.</i>
Number of Years in the Community	1
What Ward do you reside?	3
Education	J.D.
Employer	Akeel & Valentine PLC
Are you registered to vote in the City of Ypsilanti?	Yes
I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.	Yes
Work/volunteer experience related to the board or commission:	As a relatively newer member of the Ypsilanti community, I want to put my experience as an attorney to good use in my community. My firm works to prosecute fraud, hate, and corruption, and I have personally worked on behalf of common folks and small business owners against large, powerful

corporations. I have always tried to invest my time and energy to give back to communities I've lived through pro bono work, and my legal education included courses in property law.

Electronic Signature
Agreement

I agree.

Electronic Signature

Hayden E. Pendergrass

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Community Benefits Agreement Committee

First Name	Marie
Last Name	St. Peter
Name	Marie
Email Address	
Address	
City	Ypsilanti
State	Michigan
Zip Code	48197
Phone Number	
Fax Number	<i>Field not completed.</i>
Number of Years in the Community	3
What Ward do you reside?	3
Education	Bachelors Degree - Environmental Engineering
Employer	United States Environmental Protection Agency (US EPA)
Are you registered to vote in the City of Ypsilanti?	Yes
I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.	Yes
Work/volunteer experience related to the board or commission:	For the first 5 years of working for the US EPA I used to negotiate with industrial facilities on how to resolve violations of the Clean Air Act. I currently analyze and assist in deciding policy for the Clean School Bus group, who are tasked with dispersing \$5 billion for electric school buses. Since moving

back I've volunteered with Ann Arbor Parks and Rec and Growing Hope.

Electronic Signature
Agreement

I agree.

Electronic Signature

Marie St. Peter

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Resolution No. 2023-112
June 20, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Michael Vincent 1923 Collegewood Ypsilanti, MI 48197	Civil Service Commission	6/1/2025
Alexandra Anisimova 212 N Hamilton Ypsilanti, MI 48197	Police Advisory Commission	2/1/2026

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 20 day of June 2023

#Resolution No. 2023-112

Board and Commission Application for Reappointment

First Name	Michael
Last Name	Vincent
Address	1923 Collegewood Avenue
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	
Email Address	
Board or Commission of Reappointment	Civil Service
Number of Terms Served	4 or Over
Did you hold a Position of Leadership?	Yes
During your time, how did you assist your Board or Commission to achieve its purpose as stated in the enabling legislation?	Attending all meetings, chairing the meetings, working to achieve a diverse fire department, and reviewing hiring and promotion list(s).
How will you continue to assist your Board or Commission to achieve its purpose if reappointed?	I will continue to support the Ypsilanti Fire Department and their endeavor to keep Ypsilanti and the surrounding areas safe.
Number of absences	0
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

Michael J. Vincent

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Citizen Advisory Boards and Commissions Participation Resume

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

Qualifications

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

Name	Alexandra Anisimova
------	---------------------

Email Address	
---------------	--

Address	212 N Hamilton St
---------	-------------------

City	Ypsilanti
------	-----------

State	MI
-------	----

Zip Code	48197
----------	-------

Phone Number	
--------------	--

Number of Years in the Community	2
----------------------------------	---

Ward You Live In	3
------------------	---

Education	Some college
-----------	--------------

Occupation	Service industry
------------	------------------

Employer	Michigan Medicine
----------	-------------------

Are you applying for youth membership?	No
--	----

Are you registered to vote in the City of Ypsilanti?	Yes
--	-----

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

Police Advisory Commission

Party Affiliation

Field not completed.

X

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

It is important that there be police oversight in the community, first and foremost. I also believe in the importance of civil service, and after being recruited to the position, recognized the importance of such a role. Due to my background in social work and my own experiences in life, I also hope to bring important outlook to the police advisory commission overall.

Work/volunteer experience related to the board or commission:

Social work student, union organizer, community organizing experience

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

Yes

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

Yes

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REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: June 20, 2023
SUBJECT: License/Lease Agreement with State Electric for Installation & Maintenance of Level 2 Vehicle Chargers

DESCRIPTION:

License/Lease Agreement with State Electric for Installation & Maintenance of Level 2 Vehicle Chargers

SUMMARY:

The City has recently been approached by State Electric, on behalf of GM, to participate in a Level 2 Charger installation program, referred to as the "GM Dealer Community Charging Program." GM/State would install, at their cost, Level 2 chargers on City-owned property for public charging; these chargers would not be the rapid-charging variety but rather geared towards the employees and residents of our commercial districts. The end user would be charged an appropriate market rate, and the City would receive a portion of the fee. The GM/State partnership would maintain the chargers, and the chargers would have some GM-local dealership branding on them (note: there is not a GM dealer currently within the City).

We are currently proposing the following locations:

- South Huron public lot
- North Huron public lot
- North Adams public lot
- Freighthouse public lot
- North Normal Street "lot"
- City Hall

We are currently working with State Electric to refine the final locations within each lot, and confirm that each lot is feasible. All may be included in this program, or some may be removed. All applicable Electric and Right-of-Way permits will be pulled; Historic District permits are not required for this work but we will consult with the Preservation Planner. The License is attached and has been reviewed by legal.

RECOMMENDED ACTION: Approval

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-113
June 20, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City strongly supports zero tailpipe emissions vehicles within the City; and

WHEREAS, the need to support a variety of low-carbon transportation options has been a long-term goal of the City supported in the Master Plan, Sustainability Plan, Climate Action Plan, and more; and

NOW THEREFORE BE IT RESOLVED, THAT the City Council hereby authorizes the City Manager to enter into the attached Lease Agreement with Charge EV, LLC, to install and operate Level 2 chargers.

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 20 day of June 2023

#Resolution No. 2023-113

**CHARGE EV, LLC. CHARGING STATION
AGREEMENT**

This Charging Stations Agreement (the “**Agreement**”) is effective as of June 12th, 2023(the “**Effective Date**”) by and between **City of Ypsilanti, 1 S Huron St, Ypsilanti MI 48197** and Charge EV, LLC. (“**CEV**”), a Michigan company with its principal place of business located at 15045 Dixie Hwy, Ste A, Holly, MI 48442. CEV and Host may individually be referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, CEV, by installing electric vehicle chargers (“**EV Chargers**”) on the Premises, as defined herein, will provide value to Host by attracting electric vehicle owners and the public to, and providing additional visibility of, the property;

WHEREAS, Host acknowledges the value of CEV’s EV Chargers on the Premises and desires to grant a license to install and maintain EV Chargers at the Premises to CEV pursuant to the terms set forth herein;

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PREMISES:

Host hereby grants to CEV a license to install and maintain EV Chargers at the Premises located at **Appendix A -Site Locations**, upon which CEV shall install the EV Chargers.

2. INITIAL INSPECTION:

A. Early Access. Beginning on (**Access Date**) (“**Initial Inspection Start Date**”) CEV shall have a period of up to thirty (30) days during which it will have reasonable, non-exclusive access to the Premises for conducting its reviews and inspections (the “**Inspection Period**”).

B. Application for Permits. During the Inspection Period, CEV shall apply and pay for all required permits, variances and/or approvals required for CEV’s construction of the improvements on, and CEV’s use of, the Premises (collectively, the “**Permits**”).

C. Right to Terminate. If CEV determines, in its sole and absolute discretion, for any reason or for no reason whatsoever, that the Premises are unacceptable for CEV’s proposed use, CEV may, without any liability hereunder, terminate this Agreement upon written notice delivered to Host no later than five (5) business days following the expiration of the Inspection Period pursuant to Section 20 of this Agreement. CEV shall restore any damage to the Premises that is attributable to CEV.

3. INSTALLATION:

Upon acceptance of the Premises, CEV shall, at its sole expense, install the EV Chargers.

4. EQUIPMENT:

80A Level 2 CoRe+ Max Chargers will be installed at the host locations. CEV can elect to change the equipment depending on utility support transformer and supply chain availability.

5. COMMENCEMENT DATE:

The date that the EV Chargers open to the public (the “**Commencement Date**”) shall be within one hundred and fifty (150) days following the Initial Inspection Start Date, provided that no external permitting, utility or other requirements beyond CEV’s control delay the installation, despite the best efforts of CEV. CEV shall provide written notice of the Commencement Date to Host pursuant to Section 20 of this Agreement for record keeping purposes. In the event of a delay as described herein, CEV shall deliver written notice to Host pursuant to Section 20 and this notice shall provide the Commencement Date, which in no event shall be any later than two hundred (200) days following the Initial Inspection Start Date.

6. TERM:

A. The initial term of the Agreement shall expire ten (10) years from the Commencement Date (the “Initial Term”). Thirty (30) days prior to the expiration of the Initial Term, CEV may elect to extend the Agreement and such extension shall be for an additional period of five (5) years (the “Renewal Term” and together with the Initial Term, the “Term”). Following the Renewal Term, any further renewals will be subject to mutual agreement between CEV and Host and may be of any duration agreed upon by the Parties. In the event Host wishes to sell or transfer of the Premises by Host while the Agreement is in effect, Host shall either assign this Agreement to the prospective buyer, which assignment shall be effective upon the sale or transfer of the Premises, or terminate this Agreement in accordance with Section 7 below. Host grants exclusive EV charging stations to CEV.

7. EARLY TERMINATION:

A. If at any time after the 36th month of the Term, the EV Chargers at the Premises are performing at an average of fewer than 50 kilowatt hours per month over any period of six (6) consecutive months, CEV shall have the right to terminate this Agreement by providing Host by providing written notice (the “Termination Notice”) pursuant to Section 20 of this Agreement at least sixty (60) days in advance of the termination date, which shall specify the effective date of CEV’s termination of this Agreement (“Termination Date”). As of the Termination Date, this Agreement shall terminate and neither Party shall thereafter have any further rights or obligations hereunder, except that CEV shall pay all monies owed pursuant to Section 11 of this Agreement through the Termination Date, and this Agreement shall be of no further force and effect.

B. If Host elects to terminate the Agreement prior to the expiration of the Term, Host must provide written notice to CEV pursuant to Section 20 of this Agreement (the "Termination Notice"), specifying the effective date of Host's termination of this Agreement.

i. Any termination without cause by the Host prior to the end of the one hundred and twentieth (120th) month of the Term, the Host is responsible to reimburse CEV for the full cost of any EV Rebate that CEV may have received, all costs CEV incurred for installing the EV Chargers on the Premises, and any costs for CEV to remove the Electrical Service Equipment, Electrical Infrastructure, Charging equipment, Utility equipment, decommissioning of equipment, bollards, foundations and EV Chargers from the Premises. In addition, Host shall pay CEV 50% of monthly gross sales from previous 90 days average, per month for remainder of the contract term.

ii. Host may terminate for cause without penalty as outlined below in (1), (2), and (3):

(1) In the event Host has not received payment under the terms of Section 11 of this Agreement by the tenth day of the calendar month, Host must provide written notice pursuant to Section 20 of this Agreement to CEV notifying CEV that it has not received payment. If CEV has not remitted the payment due to Host within thirty (30) days of the date of receipt of Host's notice, Host may terminate the Agreement for cause and without penalty.

(2) In the event that CEV has failed to properly maintain the EV Chargers, Host must provide notice pursuant to Section 20 of this Agreement to CEV. This notice shall provide information about the EV Charger(s) requiring maintenance. If CEV has failed to repair or replace the EV Chargers within thirty (30) days of receipt of the Host's notice, host may terminate the Agreement for cause and without penalty.

(3) Any other reason beyond Host's control, including but not limited to the acts or omissions of third parties, regulatory changes, civil disorder, labor strikes or disruptions, war, terrorism, pandemics, disease and natural disasters.

C. In all events of termination or expiration of this Agreement, the EV Chargers are owned by CEV and upon termination or expiration of the Agreement, CEV shall remove them and restore the Premises to the original condition.

D. The indemnity responsibilities as described in Section 15 of this Agreement survive termination.

8. UTILITIES:

CEV, if owning the utility, agrees to arrange and pay the charges for all utility services provided or used in or at the Premises during the Term. CEV shall pay Host directly if

service is owned by the Host company. In the event that utility services are disrupted and Host becomes aware of such disruption, Host shall use its best efforts to quickly notify CEV as soon as possible of the disruption. Host must provide CEV with a utility statement showing amount per Kwh charged for reimbursement of utility cost. Usage will be reported on a quarterly basis with payment.

9. USE:

CEV shall use and occupy the Premises during the Term for electric vehicle charging services. All use of the Premises by CEV shall comply with applicable codes, laws, and ordinances.

10. CHARGING RATES:

CEV shall not charge over 125% above the cost of delivered power.

11. PAYMENT FOR CHARGING SERVICES:

CEV shall share revenue generated from the EV Chargers in the amount of \$0.03 per kilowatt-hour payable on the tenth day of each quarter of the year. If the Term is renewed pursuant to Section 6 of this Agreement, during the first Renewal Term, CEV shall pay a quarterly revenue share to Host in the amount of \$0.05 per kilowatt-hour, payable on the tenth day of each quarter of the year. Payments shall be made via check unless otherwise agreed to by the Parties.

12. MAINTENANCE:

CEV shall be responsible for maintaining the EV Chargers and Host shall not have any liability for damage to the EV Chargers unless such damage is caused by Host's gross negligence or willful misconduct. Notwithstanding the foregoing, Host must maintain the Premises and common areas of the Premises. Host agrees to coordinate any parking lot maintenance with CEV to ensure that charging stalls remain available as much as is reasonably feasible. CEV may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site. Host shall have no responsibility for the use or maintenance of security cameras and other equipment to monitor the Premises. All site equipment installed in relation to the charging infrastructure shall be maintained in good condition for the entire term of the Agreement.

13. HOST COVENANTS:

Host represents that it is the owner of the Premises and that this Agreement does not violate any agreement, lease or other commitment of Host. Host shall not take any action that would impair or interrupt the use of the Premises or the EV Chargers, except as necessary for Host to satisfy its obligations as a government entity. Host agrees to notify CEV within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or EV Chargers, or (ii) it obtains knowledge of a needed repair to the Premises or EV Chargers. If non-electric vehicle motorists repeatedly park in the stalls dedicated to the EV Chargers ("Dedicated Stalls"), thereby impairing use of the Dedicated

Stalls, then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt, for which CEV shall bear the entire cost. Host shall use commercially reasonable efforts to actively monitor the Premises to ensure that use of the EV Chargers is not impaired. CEV shall not be responsible for any consequential or delay claims and damages arising out of the sites in any fashion regardless whether or not said claims are foreseeable.

14. SIGNAGE:

CEV signage to be installed at the Premises is represented in **Exhibit A** and shall include signs to identify Dedicated Stalls. Any material revisions or additions to the signage depicted in **Exhibit A** shall be subject to Host approval, which shall not be unreasonably withheld, conditioned or delayed. All signage shall be professionally prepared, installed and maintained at CEV's expense.

15. INDEMNIFICATION:

Except to the extent of any gross negligence or willful misconduct of Host, CEV hereby agrees to indemnify, hold harmless, the Premises, Host, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to CEV's use of the Premises. CEV shall promptly remove or bond any liens placed on the Premises as a result of any claims for labor or materials furnished to or for CEV at or for use on the Premises.

16. DESTRUCTION:

Upon total destruction of the Premises either Party shall terminate the Agreement by furnishing written Notice pursuant to Section 20 of this Agreement within thirty (30) days of such destruction.

17. INSURANCE:

CEV shall carry commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for bodily injury or death. A certificate evidencing such insurance shall be delivered to Host upon completion of the EV Charger installation and from time to time thereafter as may be requested by Host. Upon request, CEV shall include Host as additional insured on its commercial general liability and umbrella insurance policies. CEV will also carry worker's compensation insurance in accordance with state and federal law.

18. CONFIDENTIALITY AND PUBLICITY:

Neither Party will use the other Party's name, trademark or logo without such other Party's prior written consent.

19. ENVIRONMENTAL MATTERS:

To the best of Host's knowledge, Host believes that the Premises shall be delivered free of environmental contamination. CEV shall have no liability for any environmental contamination unless caused by CEV, its agents, employees or contractors.

20. NOTICES:

All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in this Section. Copies of such correspondence shall be delivered via email as well as a courtesy if an email address is provided, but email notification does not suffice as effective notice for the purpose of this Agreement. Host and CEV may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

City of Ypsilanti, to:

Contact Name: _____

Position: _____

Address: _____

Email: _____

CEV, to:

Contact Name: Duane Lobbestael

Position: President

15045 Dixie Hwy Ste A, Holly, MI 48442

Email Address:

duane@statecontractingus.com

21. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and shall inure to the benefit of Host and CEV and their respective successors and assigns.

22. ARBITRATION:

If a dispute arises out of or relates to this Contract or the breach thereof or otherwise, and if the dispute cannot be settled through direct discussions the parties agree to first endeavor to settle the dispute by mediation under the construction industry mediation rules of the American Arbitration Association or privately before having recourse to arbitration. Thereafter, any remaining claims or disputes arising out of, or relating to,

this Contract or the breach thereof shall be decided by arbitration in accordance with the most current Construction Industry

23. GOVERNING LAW, JURISDICTION AND VENUE:

Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted in state court in Oakland County in the State of Michigan, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

24. VOLUNTARY AND INFORMED EXECUTION:

The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement, and acknowledge they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.

25. AMENDMENT:

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

26. SEVERABILITY:

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the Parties agree that such provision shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and that such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

Charge EV, LLC.

By: Duane Lobbestael
Its: President

City of Ypsilanti:

By:
Its:

Appendix A Site Locations

- Depot Town - Market Pl., Ypsilanti
Parcel ID # 11-11-04-463-014
 - 1 pedestal

<https://goo.gl/maps/WSnU2f1dB8gR73K5A>
- West Cross -300 Block of North Normal Street
 - 1 pedestal

<https://goo.gl/maps/ahhtQk34d9SuobLQ6>
- Downtown North Adams Lot -16 N. Adams St., Ypsilanti, MI 48197
Parcel ID # 11-11-40-484-005
 - 1 pedestal

<https://goo.gl/maps/SwbjuC52Tr6shcVG8>
- South Huron Lot - South Huron Street, Ypsilanti, MI
Parcel ID # 11-11-39-101-018
 - 1 Pedestal

<https://goo.gl/maps/CM7LKL7WE1YN5ZVAA>
- North Huron Lot - North Huron Street, Ypsilanti, MI
Parcel ID # 11-11-40-485-026
 - 1 Pedestal

<https://goo.gl/maps/Boc7yEvjQQJcSzUV9>

**EXHIBIT A SIGNAGE
CHARGING STATIONS**

12" x 18" sign



EV Charging Parking Spaces will be clearly signed and striped to indicate reserved spaces.

Post height will be no taller than 72"h, Panel sign will be 12" w x 18"h x .125" d

Exhibit B - City of Ypsilanti Addendum

City of Ypsilanti Addendum, Section 2 acknowledges and agrees to the Charge EV lease agreement, Section 7, which outlines all financial obligations from the Host to CEV if the Host terminates the contract at any time or without any notice.

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

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

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

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

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

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

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

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

employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

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

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

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

11. Insurance.

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

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

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

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

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

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

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

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

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

YES ☒	NO ☐	1)	Comprehensive General Liability
YES ☒	NO ☐	2)	Automobile Liability

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

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

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

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

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

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

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

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

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

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

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

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

14. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against, or give preferential treatment to, any person on the basis of race, sex, sexual orientation, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.

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

And further, the Contractor agrees that it will not discriminate against any employee or applicant for employment with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender

identity, gender expression, age, marital status, disability status, familial status, educational association, source of income, height or weight that is unrelated to the individual's ability to perform the duties of a particular job or position and breach of the covenant may be regarded a material breach of this Contract.

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

20. Living Wage.

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

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

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

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

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

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

21. Iran Economic Sanctions Act 517 of 2013. Pursuant to the Iran Economic Sanctions act, MCL 129.211, before accepting any bid or proposal, or entering into any contract for goods

or services with any prospective Provider, the Provider must first certify that it is not an “Iran Linked Business” as defined by that law.”

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of 06/12/23

Charge EV

By: _____

Its: _____

CITY OF YPSILANTI

By: _____

Lois E. Richardson, Mayor

By: _____

Andrew Hellenga, City Clerk

Approved as to form:

JOHN M. BARR, P10475

Ypsilanti City Attorney

CEV Charging Station Agreement

City of Ypsilanti
Agreement Effective
6/12/23

Addendum

June 12th, 2023

This addendum is in conjunction with the Agreement for electric vehicle charging stations in the City of Ypsilanti

Exhibit B - City of Ypsilanti Addendum

City of Ypsilanti Addendum, Section 2 acknowledges and agrees to the Charge EV lease agreement, Section 7, which outlines all financial obligations from the Host to CEV if the Host terminates the contract at any time or without any notice.

Signed:
Signature _____
Name:

Signed:
Signature _____
Duane Lobbestaal

Charge EV, LLC.
15045 Dixie Highway Ste A, Holly, MI 48442
866-976-8890



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Bonnie Wessler
DATE: June 20, 2023
SUBJECT: North Adams Parking Lot license

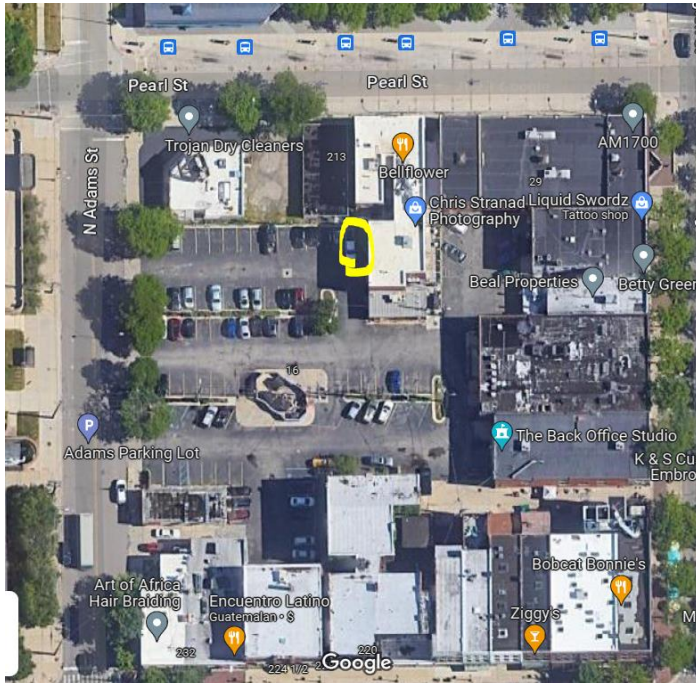
DESCRIPTION:

North Adams Parking Lot license

SUMMARY:

Bellflower, a restaurant located at 209 Pearl, has approached the City about licensing a space in the North Adams lot as a place to keep a smoker. The portion in question is currently primarily used as a loading zone for the restaurant as it presents a logistical/dimensional challenge for public parking. A draft license agreement is attached; it has been reviewed as to form. This practice can be compared to the license agreement for Go Ice Cream in the Washington alley, or the seasonal license granted for sidewalk cafés.





RECOMMENDED ACTION: Approval

ATTACHMENTS:

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-114
June 20, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, Bellflower is a locally-owned and operated business seeking to expand its market locally; and

Whereas, space constraints at 209 Pearl St, make expansion and outdoor usage challenging; and

Whereas, the City of Ypsilanti has adopted as one of its goals that "Ypsilanti is a great place to do business, especially the green and creative kind," with special emphasis on local entrepreneurship and creative ventures; and

Whereas, the City of Ypsilanti owns the existing parking area and seeks to activate spaces within the Downtown; and

Whereas, all construction will meet building codes, historic district preservation requirements, and ADA accessibility requirements, and will not impede through pedestrian traffic.

Now therefore be it resolved that the Mayor and City Clerk are authorized to enter into the attached license agreement on behalf of the City of Ypsilanti, subject to the approval of 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 20 day of June 2023

#Resolution No. 2023-114

LICENSE AGREEMENT

Use of Loading Area in North Adams Parking Lot

Background

The Bellflower Restaurant located at 209 Pearl Street in downtown Ypsilanti, Michigan requests use of the loading zone in the North Adams Parking lot for the summer to operate a food smoker. The city agrees to license the spot.

Agreement

The City of Ypsilanti, a Michigan Home Rule City, of 1 South Huron Street, Ypsilanti, MI 48197 (City), hereby licenses and grants permission to Bellflower Restaurant of 209 Pearl Street, Ypsilanti, Michigan, 481987 the use of the loading area near the Bellflower Restaurant for a food smoker. The licensed area is described in the diagram of the property attached as Exhibit 1 to this agreement.

Bellflower Restaurant shall pay the City the sum of \$___per day, payable monthly in advance on the first day of each month.

This license agreement shall begin on _____and continue until October ___,2023 unless terminated earlier by either party giving 10 days' notice.

During the term of this agreement the Licensee agrees and must:

1. Maintain the premises in good, broom-clean condition.
2. Clean and/or repair all adjoining areas that become dirty or damaged due to Licensee's activities.
3. Keep all equipment and materials in orderly, clean and sightly condition at all times.
4. Not allow any trash, boxes, debris, waste, garbage or other items to be placed or stored on the premises.
5. Notify the City Clerk of the name, address and telephone number of the responsible person of the Licensee and keep the city informed of the same at all times.
6. Obtain and maintain insurance with minimum limits of \$1,000,000 with the City as a named insured protecting against all risks associated with this license agreement.
7. Indemnify and hold the City harmless from suits, liability, attorney fees, or other claims, demands, or dues of any kind concerning the use of the staging area, this license agreement and/or any actions or inactions of the

City, the Licensee or any agents or employees of the Licensee concerning this license agreement and the parties.

8. Promptly vacate and remove all equipment and materials from the licensed area at the end of this license or within 10 days' written notice from the City.
9. Follow all lawful orders of the Ypsilanti Police Department or any employee of the City Department of Public Works.
10. The Licensee shall not use the licensed space or premises for any other purpose than expressly granted in this license, without an agreement signed by the City Manager.
11. Licensee shall at all times comply with all City, State and Federal rules, regulations, ordinances, statutes and policies.
12. Upon termination of this agreement or the use of the premises, Licensee shall restore Waterworks Park to the same or better condition than found using 21AA gravel or equivalent for the parking area, and other materials for other areas to the sole subjective satisfaction of the Director.
13. Licensee shall insure that any trucks or equipment are not overloaded and will insure no damage to any city street, curb or property.
14. The Licensee shall not transfer nor assign this license, nor any interest in the same without the written consent of the City Manager first had and obtained.

The parties agree that the City may terminate and cancel this license at any time on 10 days written notice to the Licensee at the address shown above by posting the notice in the U.S. mail, first class postage fully prepaid. Delivery shall be conclusively presumed to the Licensee on the next day after so posting.

Dated: _____ 2023

City of Ypsilanti

By: _____
Frances McMullan, City Manager

Bellflower Restaurant, Licensee

By: _____
Mark Maynard

Approved as to form:

JOHN M. BARR
Ypsilanti City Attorney



Resolution No. 2023-115
June 20, 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
20 day of June 2023

#Resolution No. 2023-115