



CITY OF YPSILANTI
CITY COUNCIL REGULAR MEETING
AUGUST 1, 2023 @ 7:00 PM
COUNCIL CHAMBERS - CITY HALL
One South Huron, Ypsilanti, MI 48197
[VIRTUAL MEETING](#)
REVISED AUGUST 1, 2023

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. PUBLIC COMMENT (3 MINUTES)

VI. CONSENT AGENDA

- 4** A. Resolution No. 2023-145, approving the Consent Agenda.
[2023-145 - Pdf](#)
- 5 - 14** B. Resolution No. 2023-146, approving the minutes of the July 25, 2023 City Council meeting.
[2023-146 - Pdf](#)
- 15 - 18** C. Resolution No. 2023-147 approving the declaration to Turn the Town Teal for cervical cancer awareness.
[2023-147 - Pdf](#)
- 19** D. Resolution No. 2023-148, approving alternative meeting dates for the July and December Board of Review Meetings.
[2023-148 - Pdf](#)
- 20 - 22** E. Resolution No. 2023-149, approving Rachel Frye, HR Director, to represent the City of Ypsilanti as Officer delegate at the Municipal Employees' Retirement Systems Conference.
[2023-149 - Pdf](#)
- 23 - 29** F. Resolution No. 2023-149A, approving an previously budgeted amount for the motor rebuild of Engine 1 to be used by the Fire Department. **(added)**
[2023-149A - Pdf](#)

VII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 30 - 53** A. Resolution No. 2023-150, approving brownfield funding mechanism for Water Street.
[2023-150 - Pdf](#)
- 54 - 73** B. Resolution No. 2023-143, approving a proposal with Carlisle Wortman for planning services. **(tabled)**
[2023-143 - Pdf](#)
- 74 - 83** C. Resolution No. 2023-151, approving Ordinance 1408, an ordinance entitled "Amending Chapter 7 of the Ypsilanti City Code" **(Second Reading)**
[2023-151 - Pdf](#)
- 84 - 93** D. Resolution No. 2023-152, approving Ordinance 1417, an ordinance entitled "An Ordinance to repeal Chapter 78 Parks and Public Property, sections 78-46 to sections 78-51; and Chapter 79 Public Art, sections 79-1 to 79-8 of the Ypsilanti City Code and add Chapter 80 Parks and Art to the Ypsilanti City Code". **(Second Reading)**
[2023-152 - Pdf](#)
- 94** E. Resolution No. 2023-153, extending the deadline of the negotiation of the community benefits agreement of 206-210 N Washington to September 20, 2023.
[2023-153 - Pdf](#)
- 95** F. Resolution No. 2023-154, approving the sale of alcohol for the Bicentennial Celebration on August 19, 2023.
[2023-154 - Pdf](#)
- 96 - 97** G. Resolution No. 2023-155, approving sponsorship in the amount of \$1,200 for the Parkridge Summer Festival and Joe Dulin Community Day.
[2023-155 - Pdf](#)
- 98 - 107** H. Resolution No. 2023-156, approving a memorandum of agreement with the Washtenaw County Sheriff for temporary investigative assistance. **(added)**
[2023-156 - Pdf](#)
- 108 - 115** I. Discussion regarding the evaluations of the City Manager and City Clerk **(added)**
[Evaluation Tool](#)

VIII. 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

IX. 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

X. COUNCIL PROPOSED BUSINESS

XI. COMMUNICATIONS FROM THE MAYOR

XII. COMMUNICATIONS FROM THE CITY MANAGER

XIII. PUBLIC COMMENT (3 MINUTES)

XIV. REMARKS FROM THE MAYOR

XV. ADJOURNMENT

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- A. Resolution No. 2023-156, adjourning the City Council Meeting.
[2023-157 - Pdf](#)
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



Resolution No. 2023-145
August 1, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2023-146, approving the minutes of the July 25, 2023 City Council Meeting.**
2. **Resolution No. 2023-147, approving the declaration to Turn the Town Teal for cervical cancer awareness.**
3. **Resolution No. 2023-148, approving alternative meeting dates for the July and December Board of Review Meetings.**
4. **Resolution No. 2023-149, approving Rachel Frye, HR Director, to represent the City of Ypsilanti as Officer delegate at the Municipal Employees' Retirement Systems Conference.**

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
1 day of August 2023

#Resolution No. 2023-145



Resolution No. 2023-146
August 1, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of July 25, 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
1 day of August 2023

#Resolution No. 2023-146



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, July 25, 2023
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, July 25, 2023, at 7:00 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 7:00 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:

- Resolution No. 2023-143 was moved to the top of Section VIII

V PRESENTATIONS

- a) Eagle Scout Presentation on Cady Cane Park - Xander Barr

VI PUBLIC COMMENT (3 MINUTES)

Six members of the public spoke

VII ORDINANCES FIRST READING

- a) Ordinance 1408, an Ordinance Entitled "Amending Chapter 7 of the Ypsilanti City Code".
1. Resolution No. 2023-129, determination
 2. Public Hearing - **None**
 3. Resolution No. 2023-130, closing the public hearing

Mayor Pro-Tem Steven Wilcoxon moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2023-130

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

That the public hearing for an ordinance entitled "An Ordinance to amend Chapter 7 – MARIJUANA" be officially closed.

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

Mayor Pro-Tem Steven Wilcoxon moved, seconded by Council Member Roland Tooson, to approve Resolution No. 2023-129

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

The certain ordinance entitled: "An Ordinance to amend Chapter 7 – MARIJUANA" be adopted on first reading.

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

- b) Ordinance 1417, an Ordinance Entitled "An Ordinance to repeal Chapter 78 Parks and Public Property, sections 78-46 to sections 78-51; and Chapter 79 Public Art, sections 79-1 to 79-8 of the Ypsilanti City Code and add Chapter 80 Parks and Art to the Ypsilanti City Code".
1. Resolution No. 2023-131, determination
 2. Public Hearing - **One member of the public spoke**
 3. Resolution No. 2023-132, closing the public hearing

Council Member Evan Sweet moved, seconded by Council Member Roland Tooson, to approve Resolution No. 2023-132

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

That the public hearing for an ordinance named "An ordinance to Repeal Chapter 78 Parks and Public Property and Chapter 79 Public Art and replace with New Chapter 80 Parks and Art" Be officially closed.

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

Council Member Evan Sweet moved, seconded by Council Member Desirae Simmons, to approve Resolution No. 2023-131

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

the ordinance named "An ordinance to Repeal Chapter 78 Parks and Public Property and Chapter 79 Public Art and replace with New Chapter 80 Parks and Art" Be approved on first reading.

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

- c) Ordinance 1418, an Ordinance Entitled "an ordinance to combine the Human Relations Commission and the Police Advisory Commission by amending City Code sections 58-31 to 58-39 and repealing the Police Advisory Commission City Code sections 2-180-2-184".
1. Resolution No. 2023-133, determination
 2. Public Hearing - **Three members of the public spoke**
 3. Resolution No. 2023-134, closing the public hearing

Council Member Michelle King moved, seconded by Council Member Desirae Simmons, to approve Resolution No. 2023-134

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

That the public hearing for an ordinance entitled An ordinance to combine the Human Rights Commission and the Police Advisory Commission by amending City Code sections 58-31 to 58-39 and repealing the Police Advisory Commission City Code sections 2-180-2-184 Be officially closed.

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

Council Member Michelle King moved, seconded by Council Member Desirae Simmons, to approve Resolution No. 2023-133

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

An ordinance entitled An ordinance to combine the Human Rights Commission and the Police Advisory Commission by amending City Code sections 58-31 to 58-39 and repealing the Police Advisory Commission City Code sections 2-180-2-184 Be adopted on first reading.

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

VIII RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2023-143, approving a proposal with Carlisle Wortman for Planning Services. (added) (moved)

Council Member Michelle King moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to table Resolution No. 2023-143

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Now therefore be it resolved that the Ypsilanti City Council approve Planning Services Proposal from Carlisle Wortman.

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

Mayor Pro-Tem Steven Wilcoxon moved, seconded by Council Member Roland Tooson, to extend the meeting to 11:00 pm

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

- b) Resolution No. 2023-135, approving the minutes of the July 11, 2023 City Council Meeting.

Council Member Roland Tooson moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-135

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of July 11, 2023 City Council Meeting be approved.

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

- c) Resolution No. 2023-136, approving Ordinance 1414 - an ordinance entitled , "An ordinance to repeal City Code Section 58-123". **(Second Reading)**

Council Member Roland Tooson moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2023-136

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

The certain ordinance entitled "An ordinance to Repeal City Code Section 58-123" amended for clarity to "An ordinance to Repeal duties of landlord to provide voter information in City Code Section 58-123" be adopted on second and final reading".

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

- d) Resolution No 2023-137, approving Ordinance No. 1415 - an ordinance entitled, "an ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances to adjust sewage disposal rates". **(Second Reading)**

Council Member Jennifer Symanns moved, seconded by Council Member Roland Tooson, to approve Resolution No. 2023-137

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT an Ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances, City of Ypsilanti, to adjust sewage disposal rates approved on Second and Final Reading.

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

- e) Resolution No 2023-138, approving Ordinance No. 1416 - an ordinance entitled, "an ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates". **(Second Reading)**

Council Member Jennifer Symanns moved, seconded by Council Member Roland Tooson, to approve Resolution No. 2023-138

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an Ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates within the City of Ypsilanti be approved on Second and Final Reading.

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

- f) Resolution No. 2023-139, approving the Fee Schedule for Fiscal Year 2023-2024.

Council Member Desirae Simmons moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-139

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the attached fee schedule is adopted pursuant to the Ypsilanti City Code, and the following fees relating to various sections of the City Code and activities of the City are hereby established, and the various City Departments are authorized to charge and collect such fees effective immediately.

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
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- g) Resolution No. 2023-140, approving the purchase of an environmental refuse truck for the use off the Department of Public Services.

**Council Member Desirae Simmons moved, seconded by Council Member Michelle King, to approve Resolution No. 2023-140
RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

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

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

Whereas, the City Council of the City of Ypsilanti has allocated funds in the FY23-24 budget for this purchase; and,

Now therefore be it resolved that that the City of Ypsilanti approves the purchase from Wolverine Freightliner Eastside, Inc. in the amount totaling \$355,845.00 to be expended from the appropriate environmental motorpool capital accounts, with any change orders to be approved by the City Manager.

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

- h) Resolution No. 2023-141, approving the retaining wall and concrete pavement repairs at the Fire Department.

**Mayor Pro-Tem Steven Wilcoxon moved, seconded by Council Member Michelle King, to approve Resolution No. 2023-141
RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

Whereas, the safe functioning of emergency services is vital to protecting the health, safety, and welfare of the residents of and visitors to the City of Ypsilanti; and,

Whereas, the concrete surfacing surrounding the fire station is in poor condition; and,

Whereas, the retaining wall at the southern boundary of the property requires inspection; and,

Whereas, the City Council of the City of Ypsilanti has allocated funds in the FY23-24 budget for this project; and,

Now therefore be it resolved that that the City of Ypsilanti approves the proposal for professional services regarding the Fire Station Retaining Wall and Concrete Pavement Repairs from OHM in an amount not to exceed

\$30,370 to be expended from the appropriate capital accounts, with any change orders to be approved by the City Manager.

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

- i) Resolution No. 2023-142, approving the basement wall repairs at the Police Department.

Council Member Evan Sweet moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-142

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the safe functioning of emergency services is vital to protecting the health, safety, and welfare of the residents of and visitors to the City of Ypsilanti; and,

Whereas, the police department has recurrent issues with water intrusion in the basement; and,

Whereas, the City Council of the City of Ypsilanti has allocated funds in the FY23-24 budget for this project; and,

Now therefore be it resolved that that the City of Ypsilanti approves the proposal for professional services regarding the Police Department Basement Wall Repairs from OHM in an amount not to exceed \$19,650 to be expended from the appropriate capital accounts, with any change orders to be approved by the City Manager.

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

- j) Resolution No. 2023-143, approving a proposal with Carlisle Wortman for Planning Services. (added) (moved)
- k) Discussion regarding the evaluations of the City Manager and City Clerk (added)

IX BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission. - Council Member Tooson invited everyone to attend the Police Advisory Commission meeting.
2. Human Relations Commission. - None
3. Arts Commission. - Council Member Sweet stated at the last meeting the commission discussed the artist survey and the potential merger.
4. Parks and Recreation Commission. - Council Member Sweet stated the commission discussed merging with the Arts Commission.
5. Sustainability Commission. - None
6. Historic District Commission. - None

7. Planning Commission. - None
8. Zoning Board of Appeals - None

X LIAISON REPORTS

1. SEMCOG Update - None
2. Washtenaw Area Transportation Study - Council Member Symanns the opportunity of Planning Grants were discussed.
3. Urban County - None
4. Ypsilanti Downtown Development Authority - None
5. Friends of Rutherford Pool - None
6. Bicentennial Committee - Council Member Sweet stated the recent book release on the 16th of July was a success.

XI COUNCIL PROPOSED BUSINESS

a) Tooson

1. Stated the Port-a-Johns located in the park need to be serviced.
2. Asked that all attend the Field Day at Ford Lake on August 12th from 11:30 to 9:30 pm.

b) Sweet

1. Stated that the Community Benefits Committee for the 206-210 N Washington Development will next meet again in August.
2. He thanked the DPS for the installation of a library in one of the tot-lots.

c) Simmons

1. Asked about the tent encampment at Growing Hope and what the city's response is.
2. Reminded everyone that the Youth Mini-Grant is now live per the policy Council approved.
3. Stated the Port-a-John at Riverside Park is overflowing.
4. Stated that she and Council Member Sweet will hold a Ward 3 picnic on September 9, 2023.

d) King

1. Agreed with the issues of the Port-a-Johns in city parks.

XII COMMUNICATIONS FROM THE MAYOR

XIII COMMUNICATIONS FROM THE CITY MANAGER

XIV COMMUNICATIONS

- ### **a) Michigan Municipal League 2023 Annual Convention (added)**

XV PUBLIC COMMENT (3 MINUTES)

One member of the public spoke

XVI REMARKS FROM THE MAYOR

XVII ADJOURNMENT

- a) Resolution No. 2023-144, adjourning the City Council Meeting.

The meeting was adjourned at 11:07 pm

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



Resolution No. 2023-147
August 1, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, *Turn the Town Teal* is a national campaign to create awareness of ovarian cancer and its symptoms;

WHEREAS, ovarian cancer is the deadliest of gynecologic cancers and a leading cause of cancer-related death in women. There is no early detection test for ovarian cancer; It is referred to as “The Silent Disease”; and

WHEREAS, each year the Michigan Ovarian Cancer Alliance (MIOCA), a nonprofit and partner member of the Ovarian Cancer National Alliance, sponsors “*Turn the Towns Teal*,” a national campaign to create awareness of ovarian cancer; and

WHEREAS, this event is held in conjunction with National Ovarian Cancer Awareness Month, from September 1 to September 30; and

WHEREAS, the Michigan Ovarian Cancer Alliance would like to tie teal ribbons throughout the city, post awareness posters at establishments, and distribute information cards; and

WHEREAS, the Michigan Ovarian Cancer Alliance (MIOCA), will cover all expenses incurred by this campaign and there will be no cost to the city.

THEREFORE BE IT RESOLVED THAT the Mayor and City Council supports this national campaign and approves of teal ribbons being tied throughout the city September 1st - September 30, 2023, along with lawn signs, awareness posters and information cards being provided for establishments that are interested.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

#Resolution No. 2023-147

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

#Resolution No. 2023-147



Dear Administrator:

Tie Michigan Teal is a statewide campaign of the Michigan Ovarian Cancer Alliance designed to promote awareness of ovarian cancer and its symptoms. Teal is the color representing ovarian cancer. Ovarian cancer is the deadliest of the gynecologic cancers and one of the five leading cancer related deaths among women in the United States.

In 2023 approximately 19,700 women will receive a diagnosis with the disease and 13,270 women will die. Unlike other cancers, there is no early detection test for ovarian cancer.

The *Tie Michigan Teal* campaign consists of volunteers tying teal ribbons on lamp posts, benches and businesses in the downtown areas and distributing awareness information to local businesses to display. The event will be held during the month of September, which has been declared National Ovarian Cancer Awareness Month. There is no cost to the city and the ribbons will be taken down at the end of the month.

I am asking you to grant permission for our volunteers to tie ribbons throughout your town/city/ village this September, 2023. Please sign on the bottom of this letter and return the signed letter to the volunteer whose name and contact information is below. Thank you for your support of our efforts to raise awareness and educate on ovarian cancer. If you have any questions or concerns, please contact us at: info@mioca.org or (734) 800-6144

Sincerely,


Megan Neubauer
Executive Director

TOWN-CITY-VILLAGE

Ypsilanti, MI

Mayor/Town Official Name

Signature /Date

Please return the signed letter to the volunteer listed below. She/he is responsible for the Tie the Michigan Teal Campaign in your city/town.

VOLUNTEER NAME

[REDACTED]

CONTACT INFORMATION

[REDACTED]



Resolution No. 2023-148
August 1, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Section 53b of the General Property Tax Act, MCL 211.53b, requires a Board of Review that meets in July and December to meet on the Tuesday following the third Monday in July and the Tuesday following the second Monday in December; and

WHEREAS, Public Act 122 of 2008, effective May 9, 2008, allows for an alternate July and December Board of Review meeting date during the week of the third Monday in July and during the week of the second Monday in December, if authorized by the governing body of the municipality, and;

NOW, THEREFORE, BE IT RESOLVED, Pursuant to Public Act 122 of 2008 City of Ypsilanti authorizes the Board of Review to schedule an alternative meeting date during the week of the third Monday in July and the during the week of the second Monday in December. Said meeting will be posted pursuant to the Open Meetings Act.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

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

#Resolution No. 2023-148



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Rachel Frye
DATE: August 1, 2023
SUBJECT: MERS Retirement Conference

DESCRIPTION:

MERS Retirement Conference

SUMMARY:

It is requested that the City Council agenda August 1, 2023, include consideration of a resolution authorizing the attendance of one officer delegate to attend the Municipal Employees' Retirement System (MERS) Retirement Conference, scheduled for September 28-29, 2023, in Detroit, MI.

MERS requires a governing body to appoint one officer delegate to attend the conference.

The registration fee is \$255 per person. The total amount of funds required to attend the meeting will be \$255 plus tax and mileage reimbursement.

RECOMMENDED ACTION:

It is recommended that the City Council approve the appointment of Rachel Frye, HR Director, Officer Delegate to attend the MERS Annual Meeting.

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-149
August 1, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Municipal Employees' Retirement System of Michigan covers all full-time City employees excluding Fire and Police Pension system Members, and

WHEREAS, the Municipal Employees' Retirement System is holding its annual meeting September 28-29, 2023, in Detroit, MI and

WHEREAS, the Municipal Employees' Retirement System allows one officer delegate to be appointed by a governing body to attend the conference, and

WHEREAS, this governing body has appointed Rachel Frye, HR Director as an officer delegate,

THEREFORE, BE IT RERESOLVED, that this employee be appointed as an officer delegate.

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 1 day of August 2023

#Resolution No. 2023-149



Resolution No. 2023-149A
August 1, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti Fire Department Engine-1 has a blown motor and it was quicker and cheaper to rebuild the current motor and purchase an extended warranty; and

WHEREAS, the cost to rebuild was approximately \$25K and was expected to be out of service for two months; and

WHEREAS, Engine 1 was rebuilt and placed back in service on July 21, 2023; and,

WHEREAS, when being service additional issues were found increasing the price to \$34,455.53; and,

WHEREAS, Due to the price changes, the Fire Department requests \$34,455.53 be paid from the truck maintenance account # 641.7.9340.818.00 to Cummins Sales and Service; and,

NOW THEREFORE BE IT RESOLVED THAT that the City of Ypsilanti approves the repair from Cummins Sales and Service. in the amount totaling \$34,455.53.00, with any change orders to be approved by the City Manager.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

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

#Resolution No. 2023-149A



DEARBORN MI BRANCH
3760 WYOMING
DEARBORN, MI 48120-
(313)843-6200

Payment terms are 30 days from invoice date unless
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Detroit, MI 48277-2639

**INVOICE NO****S2-96238**

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BILL TO

YPSILANTI CITY FIRE DEPT
525 W MICHIGAN AVE
YPSILANTI, MI 48197-5313

OWNER

YPSILANTI CITY FIRE DEP
525 W MICHIGAN AVE
YPSILANTI, MI 48197-5313
SCOTT MADDISON - 734 6609003

PAGE 6 OF 6

***** CHARGE *****

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
22-JUL-2023	E-1	13-NOV-2017	L9 CM2350 L116B		SPARTAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
196160		01-JUN-2023	74166263		K2
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
161615	BL295		24298		E1

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 4s7cu2d97hc083165

1	1	4326873RX	SENSOR,NITROGEN OXIDE	DRC		684.97	684.97
1	1	4326872D	SENSOR,NITROGEN OXIDE	CLEAN		229.50	229.50
-1	-1	4326872D	SENSOR,NITROGEN OXIDE	DIRTY		229.50	-229.50
1	1	3163075	PAINT	CECO		29.23	29.23

PARTS:	30,027.90
PARTS COVERAGE CREDIT:	6,570.77 CR
TOTAL PARTS:	23,457.13
SURCHARGE TOTAL:	0.00
LABOR:	14,375.40
LABOR COVERAGE CREDIT:	3,007.00 CR
TOTAL LABOR:	11,368.40
MISC.:	-370.00
MISC. COVERAGE CREDIT:	0.00 CR
TOTAL MISC.:	-370.00
MISCELLANEOUS	-500.00
FREIGHT	30.00
HAZ WASTE DISPOSAL	100.00

BY:

VENDOR #:

INVOICE #:

DESCRIPTION:

ACCOUNT #:

ACCOUNT #:

WARRANTIES APPLIED: RECON IN SHOP
TAX EXEMPT NUMBERS:

LOCAL 0.00

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS
DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE
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HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 34,455.53
TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 34,455.53

AUTHORIZED BY (print name)

SIGNATURE

DATE



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OSN/MSN/VIN 4s7cu2d97hc083165

COMPLAINT E-1 : INSPECT UNIT FOR CHECK ENGINE LIGHT , OIL LEAKS

CAUSE HIGH BLOWBY

FUEL GEAR PUMP - INOP

NOTE- RECON WARRNATY FAILURES BEFORE JOB WAS RETURNED TO CUSTOMER.

RECON HEAD CRACKED- RECON WARRNATY

RECON GEAR PUMP- FAILURE- RECON WARRANTY

CORRECTION

TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENT
JOB SAFETY ASSESSMENT
DIAGNOSTIC LABOR
GUARDIAN INSPECTION
ELECTRONIC SERVICE TOOL - OPERATE
STEAM CLEAN - SINGLE COMPONENT REPAIR
CYLINDER LINER - REMOVE AND INSTALL, ALL - L9 CM2350 L116B
BLOCK STIFFENER PLATE - REMOVE AND INSTALL - L9 CM2350 L116B
FAN, COOLING - REMOVE AND INSTALL (CMI)
FAN HUB - REMOVE AND INSTALL (CMI)
REFRIGERANT COMPRESSOR AND BRACKET - REMOVE AND INSTALL (CMI)
AIR CONDITIONER SYSTEM - EVACUATE AND RECHARGE (CMI)
CRANKCASE BLOWBY - MEASURE (CMI)
RADIATOR BRACE - REMOVE AND INSTALL (CMI)
POWER STEERING RESERVOIR - MOVE FOR ACCESS (CMI)
ENGINE CONTROL MODULE CALIBRATION CODE - TRANSFER (CMI)
EGR COOLER - PRESSURE TEST (CMI)
AIR CLEANER ASSEMBLY (INCLUDING BRACKET) - REMOVE AND INSTALL, EACH (CMI)
AIR CLEANER ELEMENT - INSPECT FOR REUSE (CMI)
NON-SRT DETAIL
FUEL PUMP GEAR PUMP - REMOVE AND INSTALL - L9 CM2350 L116B
AIR INTAKE PIPING - REMOVE AND INSTALL - L9 CM2350 L116B
AIR INTAKE CONNECTION - REMOVE AND INSTALL - L9 CM2350 L116B

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SIGNATURE

DATE



Sales and Service

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OSN/MSN/VIN

4s7cu2d97hc083165

BEARINGS, MAIN - REMOVE AND INSTALL, ALL - L9 CM2350 L116B
ENGINE - CHASSIS DYNAMOMETER DIAGNOSTIC CHECK (CMI)
CYLINDER HEAD - REMOVE AND INSTALL - L9 CM2350 L116B
TECHNICIAN ADMINISTRATIVE TIME - MULTIPLE FAILURES SERVICE EVENT
THANK YOU FOR YOUR BUSINESS
TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENT
JOB SAFETY ASSESSMENT
STEAM CLEAN - SINGLE COMPONENT REPAIR
CYLINDER LINER - REMOVE AND INSTALL, ALL - L9 CM2350 L116B
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FAN HUB - REMOVE AND INSTALL (CMI)
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CRANKCASE BLOWBY - MEASURE (CMI)
RADIATOR BRACE - REMOVE AND INSTALL (CMI)
POWER STEERING RESERVOIR - MOVE FOR ACCESS (CMI)
ELECTRONIC SERVICE TOOL - OPERATE
ENGINE CONTROL MODULE CALIBRATION CODE - TRANSFER (CMI)
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AIR INTAKE PIPING - REMOVE AND INSTALL - L9 CM2350 L116B
AIR INTAKE CONNECTION - REMOVE AND INSTALL - L9 CM2350 L116B
THANK YOU FOR YOUR BUSINESS

COVERAGE

CUSTOMER BILLABLE.

REMARK

CUMMINS DIESEL RECON COMPONENTS WARRANTY
DISCOUNTED CMS- \$500.00 GETTING THE JOB.

BL295

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4s7cu2d97hc083165

LAST SAVED : 22 JUN 2023 05:18:24 PM EDT
CMS- OKAY PER MR. SCHULTZ TO OVER HAUL ENGINE - HE ALSO WANTS EXTENDED WARRANTY OF 3YRS 150 K MILES- GOING TWORK ON FINAL NUMBERS WITH ALL EXTRAS- HE ALSO KNOWS PRICE WILL BE HIGHER BECAUSE OEM NEVER GOT BACK WITH US ON PARTS YET.

BL295
LAST SAVED : 15 JUN 2023 11:28:51 AM EDT
ESTIMATE SENT- ESTIMATE WITH W.O- WAITING OKAY.

1	GUARDIAN INSP	GUARDIAN FREE VISUAL INSPECTION					
		PARTS:					0.00
		PARTS COVERAGE CREDIT:					0.00 CR
		TOTAL PARTS:				0.00	
		SURCHARGE TOTAL:					0.00
		LABOR:					0.00
		LABOR COVERAGE CREDIT:					0.00 CR
		TOTAL LABOR:				0.00	
		MISC.:					0.00
		MISC. COVERAGE CREDIT:					0.00 CR
		TOTAL MISC.:				0.00	
4	4 V891001	P BL 1 S GN2 15W-40 BULK	VALVOLINE	17.47			69.88
12	12 CC36077	OAT	FLG	19.75			237.00
1	1 2897333NX	SENSOR,PRS TEMPERATURE	DRC	103.66			103.66
1	1 2897331D	SENSOR,PRESSURE	CLEAN	13.50			13.50
-1	-1 2897331D	SENSOR,PRESSURE	DIRTY	13.50			-13.50
4	4 4931642	STUD,DOUBLE END PLAIN	CECO	12.00			48.00
4	4 5263462	NUT	CECO	4.57			18.28

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OSN/MSN/VIN		4s7cu2d97hc083165					
8	8	3944593		SCREW,HEX FLANGE HEAD CAP	CECO	5.28	42.24
4	4	3944655		SCREW,STUDDER FLANGE CAP	CECO	11.13	44.52
12	12	3945252		SPACER,MOUNTING	CECO	8.39	100.68
1	1	2638-FF1-001		SURGE TANK ASSEMBLY	E1-OTHER	3,639.19	3,639.19
1	1	FREIGHT		FREIGHT	E1-OTHER	170.00	170.00
1	1	5690228		BELT,V RIBBED	CECO	74.52	74.52
1	1	3824421		CLEANER,SOLVENT (JUG)	CECO	49.34	49.34
1	1	4307021RX		PUMP,FUEL	DRC	4,704.00	4,704.00
1	1	4954315D		PUMP, FUEL XPI GRYPHON	CLEAN	472.50	472.50
-1	-1	4954315D		PUMP, FUEL XPI GRYPHON	DIRTY	472.50	-472.50
1	1	5529501RX		HEAD,CYLINDER	DRC	5,540.60	5,540.60
1	1	4942132D		HEAD, CYLINDER	CLEAN	405.00	405.00
-1	-1	4942132D		HEAD,CYL ISC/QSC ISL/QSL	DIRTY	405.00	-405.00
1	1	5272819		SEAL,RECTANGULAR RING	CECO	2.68	2.68
2	2	3963983		WASHER,SEALING	CECO	3.82	7.64
6	6	4954487		SEAL,O RING	CECO	4.19	25.14
6	6	3867471		SEAL,O RING	CECO	2.55	15.30
6	6	3937142		SEAL,INJECTOR	CECO	4.16	24.96
1	1	5274641		CONNECTION,TUR OIL DRAIN	CECO	59.61	59.61
1	1	5264459		HOSE,PLAIN	CECO	45.37	45.37
1	1	CV50628		ELEMENT,CV	FLG	173.81	173.81
1	1	4076823		SEAL,RECTANGULAR RING	CECO	24.36	24.36
1	1	5255739		TUBE,BREATHING	CECO	97.90	97.90
1	1	3683144		CLAMP,V BAND	CECO	66.87	66.87

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3		3	4934280	WASHER,SEALING	CECO	6.28	18.84
1		1	3684359	GASKET,EXH OUT CONNECTION	CECO	16.78	16.78
1		1	AF25139-M	PAC, AF	FLG	104.83	104.83
6		6	80057	1/4 FUEL LINE HOSE	E1-DAYCO	3.38	20.28
2		2	C891007GA	P BL 1 S GN2 15W-40 1-GA	VALVOLINE	18.94	37.88
1		1	2872545RX	PUMP,FUEL	DRC	624.06	624.06
1		1	4088866D	PUMP, CAPS II FUEL GEAR P	CLEAN	74.25	74.25
-1		-1	4088866D	PUMP, CAPS II FUEL GEAR P	DIRTY	74.25	-74.25
1		1	3034579	SEAL,GROMMET	CECO	5.56	5.56
1		1	204994	CONNECTOR,MALE	CECO	38.29	38.29
1		1	3034579	SEAL,GROMMET	CECO	5.56	5.56
1		1	5529501RX	HEAD,CYLINDER	DRC	5,540.60	5,540.60
1		1	4942132D	HEAD, CYLINDER	CLEAN	405.00	405.00
-1		-1	4942132D	HEAD,CYL ISC/QSC ISL/QSL	DIRTY	405.00	-405.00
1		1	5579344	KIT,UPPER ENGINE GASKET	CECO	406.11	406.11
1		1	5633436	KIT,OVERHAUL	CECO	5,132.00	5,132.00
1		1	71102	NOW OVERHAUL WARRANTY	C1-CERTIFICATES	1,800.00	1,800.00
1		1	3963988	WASHER,SEALING	CECO	5.39	5.39
1		1	3963990	WASHER,SEALING	CECO	4.41	4.41
1		1	3957290	VALVE,CHECK	CECO	112.73	112.73
1		1	3034579	SEAL,GROMMET	CECO	5.56	5.56
1		1	4944257	WASHER,SEALING	CECO	20.83	20.83
1		1	3684359	GASKET,EXH OUT CONNECTION	CECO	16.78	16.78
1		1	3316660-S	CLAMP PKGR	FLG	11.66	11.66

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: August 1, 2023
SUBJECT: Reimbursement for Water Street Brownfield costs

DESCRIPTION:

Reimbursement for Water Street Brownfield costs

SUMMARY:

City Manager Frances McMullan requests that Council approve a Brownfield Development Reimbursement Agreement with the Washtenaw County Brownfield development Authority that will allow the Authority to reimburse the City for Water Street Brownfield costs with Tax Increment Revenue (TIR).

I believe this was part of the original plan for the Water Street Development and the initial steps were taken with the Brownfield Plan adopted in 2015.

TIR comes from a TIF. This is explained in the Michigan EGLE website:

Tax Increment Financing (TIF) is a powerful funding tool that can help cover additional costs associated with redeveloping a brownfield property. The premise of brownfield TIF is simple:

- When a vacant, blighted, contaminated, or otherwise challenged property is redeveloped it becomes more valuable.
- The increase in value results in an increase in property taxes paid to the municipality, school district or other taxing authorities for that property.
- The additional tax paid due to the increased property value is referred to as the increment.
- The increment is “captured” by the taxing authority and used to reimburse the developer for the cost of addressing brownfield conditions on the property during construction.

- The brownfield activities eligible for reimbursement are defined in the Brownfield Redevelopment Financing Act (Act 381). They require local and sometimes state approval.
- Once the developer has been reimbursed for the approved eligible brownfield activities on a project the taxing authority begins retaining all taxes collected for the property, fully realizing the increase in tax revenue from the development.

Nathan Vought, Washtenaw County Economic Development Specialist, has provided a memo that further explains the matter. Also attached is my memo of contract approval as to form, with one language change.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-150
August 1, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City of Ypsilanti is working on the clean up and redevelopment of the Water Street Project, and

Whereas, there are clean up and redevelopment costs, and

Whereas, the City of Ypsilanti and the Washtenaw County Brownfield Redevelopment Authority (WCBRA) agreed on a plan for Tax Increment Financing (TIF) and sharing of Tax Increment Revenue (TIR) in 2015, and

Whereas, WCBRA has now received some TIR and a agreement for disbursement is needed,

Now Therefore, the certain Washtenaw County Brownfield Redevelopment Authority Reimbursement Agreement is here by approved and the Mayor and City Clerk are authorized to sign the same for and on behalf of the City Attorney. The City Manager is authorized to approve any technical changes, 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
1 day of August 2023

#Resolution No. 2023-150



MEMORANDUM
8/1/2023

For: Mayor and City Council

From: Frances McMullan, City Manager

Subject: Washtenaw County Brownfield

SUMMARY & BACKGROUND:

This Agreement is between the City and County Brownfield Authority, and its sole purpose is to allow the Authority to reimburse the City for actual expenses related to Water Street environmental due diligence, due care planning and Baseline Environmental Assessment Activities.

Tax Increment Capture began on Water Street in 2016, after the construction of Family Dollar. Approximately \$220,000 has been captured in tax increment from Family Dollar by the County Authority through 2022, and is available for reimbursement, at the City's discretion. The current account balance is net of the County's 10% annual collection of Administrative Fees, which has been about \$3,200 to \$3,400 annually. This is a typical amount for all of the County's brownfield projects.

The County Brownfield Authority and City collaborated in 2015/16 to adopt a broad Brownfield Plan to allow the TIF financing of up to approximately \$20,000,000 in various environmental and non-environmental activities to support redevelopment of the entire site. The concept of this Brownfield Plan was to put in place a broad tool to support the redevelopment of the site, primarily by allowing the City to reach agreements with individual developer(s) to reimburse for their brownfield-related activities associated with redevelopment of the site.

RECOMMENDED ACTION: Staff is seeking Council to approve the agreement the Washtenaw County Brownfield Redevelopment Authority.



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

105 Pearl Street
Ypsilanti, MI 48197
(734) 481-1234
Fax (734) 483-3871
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e-mail: jbarr@barrlawfirm.com

John M. Barr

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

MEMORANDUM

To: Frances McMullan, Ypsilanti City Manager
From: John M. Barr, Ypsilanti City Attorney
Date: July 28, 20223
Re: Brownfield Reimbursement Agreement Washtenaw County

I have reviewed the draft Washtenaw County Brownfield Redevelopment Authority Reimbursement Agreement sent over by Nathan Voght, Washtenaw County Economic Opportunity Development Specialist.

A brief overview of the most important terms follows.

The Agreement set out that the Washtenaw County Brownfield Redevelopment Authority (the Authority) prepared a Brownfield Plan for the City Water Street Redevelopment Area (Water Street) that was approved by the Washtenaw County Board of Commissioners on February 18, 2015 and the City concurred.

That the City is pursuing redevelopment and seeks reimbursement.

The parties agree to use Tax Increment Revenue (TIR) to reimburse the City, the Authority and to fund the Local Brownfield Revolving Fund (LBRF).

The Authority will capture the TIR for up to 30 years after 2016, the date of first capture by the Authority.

Captured TIR will be allocated per a schedule in the agreement.

The Authority shall pay City TIR after approval and on a schedule.

The Authority will fund the LBRF after the City is paid, for the period of not more than 30 years from 2016.



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Tobias J. Lipski ~ Of Counsel
Jennifer A. Merritt ~ Legal Assistant

City and all contractors must obtain and maintain insurance, including Environmental Impairment Liability Insurance.
City will indemnify Authority and County. This provision must be modified to include "To the extent allowed by law..."

Payment is contingent upon no investigations law suits threatened, active or pending.

The agreement is contingent on approval by City Council and the County.

I approve the agreement as to form, subject to the mentioned indemnification language.



OFFICE OF COMMUNITY &
ECONOMIC DEVELOPMENT

Washtenaw County Brownfield Redevelopment Authority

415 W. Michigan Ave, Suite 2200

P.O. Box 915

Ypsilanti, MI 48197

Phone|734.544.6748 Fax|734.544.6749

Website|www.washtenaw.org/brownfields

July 28, 2023

Ypsilanti City Council

1 S. Huron

Ypsilanti, MI 48197

Dear Ypsilanti City Council Members,

A draft Brownfield Reimbursement Agreement for the Water Street Redevelopment site is provided for your review and consideration. This Agreement is between the City and County Brownfield Authority, and its sole purpose is to allow the Authority to reimburse the City for actual expenses related to Water Street environmental due diligence, due care planning and Baseline Environmental Assessment Activities. This could be expanded through a future amendment, if necessary, to cover additional City costs as well.

The County Brownfield Authority and City collaborated in 2015/16 to adopt a broad [Brownfield Plan](#) to allow the TIF financing of up to approximately \$20,000,000 in various environmental and non-environmental activities to support redevelopment of the entire site. The concept of this Brownfield Plan was to put in place a broad tool to support the redevelopment of the site, primarily by allowing the City to reach agreements with individual developer(s) to reimburse for their brownfield-related activities associated with redevelopment of the site. Tax Increment Financing is used to reimburse for these costs. At the same time, the City has the option to seek reimbursement for its own brownfield expenses related to the property.

Tax Increment Capture began on Water Street in 2016, after the construction of Family Dollar. Approximately \$220,000 has been captured in tax increment from Family Dollar by the County Authority through 2022, and is available for reimbursement, at the City's discretion. The current account balance is net of the County's 10% annual collection of Administrative Fees, which has been about \$3,200 to \$3,400 annually. This is a typical amount for all of the County's brownfield projects. (The Authority has opted in some cases to not collect Admin Fees for the sake of the project, i.e. Thompson Block). The process for the City to seek reimbursement would be to produce paid invoices for work previously conducted (or will be) to the County Authority for approval and reimbursement. In order to do this, a Reimbursement Agreement needs to be in place.

The Agreement is in draft form, as it still needs County Corporation Counsel and County Brownfield Authority approval. Nonetheless, I do not anticipate any further changes that would change the City's ability to seek reimbursement. Therefore, Council could consider approving the draft agreement as presented, subject to final modifications by County Corp Counsel and the Authority, as reviewed and approved by the City Manager and City Attorney.



OFFICE OF COMMUNITY &
ECONOMIC DEVELOPMENT

Washtenaw County Brownfield Redevelopment Authority

415 W. Michigan Ave, Suite 2200

P.O. Box 915

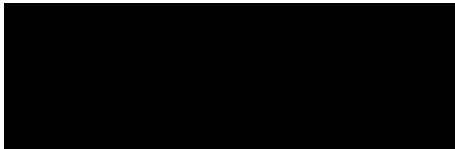
Ypsilanti, MI 48197

Phone|734.544.6748 Fax|734.544.6749

Website|www.washtenaw.org/brownfields

I will not be available on August 1st, but please feel free to contact me with any questions about this Agreement at voghtn@washtenaw.org or 734-660-1061.

Sincerely,



Nathan Voght
Economic Development Specialist
Office of Community and Economic Development
Washtenaw County Brownfield Redevelopment Authority

Cc: File
Allison Krueger, Washtenaw County Brownfield Authority Chair

Attachment: Table 1, Eligible Activities, from the approved Water Street Brownfield Plan

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY REIMBURSEMENT AGREEMENT

This Agreement (the “Agreement”) dated the ____ day of July, 2023 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the “Authority”), an authority established pursuant to Act 381 of 1996, as amended (“Act 381”), whose address is 220 N. Main, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and the City of Ypsilanti (the “City”), a municipal corporation, whose address is 1 S. Huron, Ypsilanti, MI 48197.

RECITALS

- A. Pursuant to Act 381, as amended, the Authority has prepared a Brownfield Plan for the Water Street Redevelopment Area, described below, that was duly approved by the Washtenaw County Board of Commissioners on February 18, 2015, with concurrence from the City of Ypsilanti:
 - a. Located at 1-216 E. Michigan Avenue, in the City of Ypsilanti, Washtenaw County, Michigan
 - b. Tax Identification Numbers 11-11-09-170-030 and 11-11-09-170-031 the Eligible Property (the “Property”)
 - c. Legal Descriptions provided in Exhibit B
- B. The City is pursuing redevelopment of the Property as follows:
 - a. Seeking appropriate partners and/or developers to purchase the Property, or portions thereof, for redevelopment into residential, commercial, recreational, and other uses. The redevelopment will include new roads, utilities, streetscapes, buildings, and other features, (the “Improvements”).
 - b. This will occur through the City and other future entities incurring costs. The Approved Brownfield Plan includes up to \$18,405,820 in reimbursable Eligible Activities, not including Administrative Fees, and LBRF capture.
 - c. The City desires to seek reimbursement of certain Eligible Activities that were, and will be, conducted on the Property, and also allow for TIR to be available to reimburse future development partners for Eligible Costs to induce and support redevelopment of the Property.
 - d. The Improvements are expected to result in a total private investment of between \$50 and \$100 million, and will increase the tax base within the County, and otherwise enhance the economic vitality and quality of life within Washtenaw County.

- C. The City has conducted and will conduct Eligible Activities and eligible costs pursuant to the approved Brownfield Plan, Act 381, and according to the terms of this Agreement.
- D. Act 381 permits the capture and use of the real and personal property tax revenues generated from the increase in value of the Eligible Property to pay or reimburse the costs of Eligible Activities.
- E. Act 381 permits the use of Tax Increment Revenue (TIR) to support the payment of interest on unreimbursed Eligible Costs.
- F. The Authority intends to fund the Local Brownfield Revolving Fund (LBRF) after the City Reimbursement period.
- G. The Authority has incurred and will incur Administrative Costs for its operations and the preparation, approval, and administration of the Brownfield Plan, for which it intends to seek reimbursement from TIR captured to fund the Administrative Costs.
- H. In accordance with Act 381, the approved Brownfield Plan, and this Agreement, the parties desire to use TIR generated from an increase in the taxable value of the Property resulting from its Improvements to reimburse the City for actual expenses incurred for approved Eligible Activities, the Authority for its Administrative Costs, and to fund the LBRF.
- I. The parties are entering into this Agreement to establish the terms, conditions and procedures for reimbursement to the City for certain Eligible Activities from TIR.

TERMS AND CONDITIONS

Pursuant to the Recitals of this Agreement, the parties agree with each other as follows:

1. Definitions All terms included in this agreement are defined through Exhibit A “Definitions”
2. The Brownfield Plan – The Brownfield Plan, which may be amended from time to time, shall be the Plan in effect at the time that Eligible Activities are conducted and Eligible Costs are incurred. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 shall control.
3. Term of Agreement – In accordance with the Brownfield Plan, the Authority shall capture, and have captured, the Tax Increment Revenues (TIR) generated by the Improvements on the Property to reimburse for Eligible Costs until the earlier of (i) the date that all the Eligible Costs are fully reimbursed under this Agreement; or (ii) at the end of the 30th tax year, whichever comes first, or as may subsequently be extended by a Brownfield Plan amendment and amendment to this agreement, after the date the Authority begins to capture Tax Increment Revenues under the Brownfield Plan, which began in 2016. If this Agreement ends before the reimbursement of all Eligible Costs, the last payment by the Authority shall be whatever TIR remains from the summer

and winter taxes distributed during the final year of the Agreement, after full reimbursement for the State Brownfield Fund, Authority Administrative Expenses, and the LBRF.

4. Eligible Activities – The Eligible Activities shall be as listed in Table 1, Brownfield Eligible Activities, and as described in the Brownfield Plan, and approved Act 381 Work Plan.
5. City Reimbursable Eligible Costs – The total of costs eligible for reimbursement, the Total Eligible Costs, and the estimated costs for each type of eligible activity, shall be as listed and described in Attachment D, Table 1, Eligible Activities, in the Brownfield Plan. The Total City Reimbursable Eligible Costs shall be limited to the maximum total of Pre-Approved Department Specific Activities, including BEA Environmental Assessment Activities, and Due Care Planning and Activities, of \$4,086,465. The Total City Reimbursable Eligible Costs may be increased, by amending this Agreement if agreed to by both parties, if and when an Act 381 Work Plan(s) is approved permitting the capture of, and reimbursement with, State School Taxes, for other activities in Table 1, Eligible Activities in the approved Brownfield Plan. The actual cost for one or more types of activity may differ from that described in the Brownfield Plan, as long as the grand total City Reimbursable Eligible Costs are not exceeded. However, the total Reimbursable Eligible Costs individually within each of the Environmental and Non-Environmental categories shall also not be exceeded.
6. Reimbursement Source – During the term of this Agreement, the Authority shall capture, as provided in the Brownfield Plan and allowed by Act 381, those TIR, which are levied from both Local Taxes and Taxes for School Operating Purposes on the Property, and any new personal property. The Authority will use those TIR to reimburse City Reimbursable Eligible Costs in accordance with the Brownfield Plan and this Agreement. Local TIR alone shall not be used to reimburse any Eligible Costs unless expressly allowed by the Brownfield Plan.
7. Allocation of Captured Taxes – Captured taxes will be allocated in the following order of priority during each year of the Brownfield Plan:
 - a. Fifty percent (50%) of the taxes levied under the State Education Tax Act in each of the first 25 years of the Brownfield Plan, or as otherwise required by statute, will be paid to the State of Michigan for allocation to the state brownfield redevelopment fund;
 - b. Local Taxes and State School Operating captured taxes in an amount of 10% of total annual captured TIR during and after reimbursement of City Reimbursable Eligible Costs, as identified in the Brownfield Plan, and will be allocated for reimbursement of Authority Administrative fees, from local taxes only;
 - c. The balance of Local Taxes and School Operating captured taxes will be allocated for the reimbursement of actual costs of Eligible Activities incurred by the City;
 - d. The Authority will then capture, after the City, and any other entities that conduct Eligible Activities, for which any separate Reimbursement Agreement(s) have been executed and that provide for reimbursement using TIR, have been fully reimbursed all eligible costs, the

remaining TIR for deposit in the LBRF, up to \$2,181,351 maximum. Should the capture limit in Section 3 be reached prior to full reimbursement to the City and other entities, they shall be reimbursed in the final year of capture only after sufficient TIR is deposited in the LBRF to reach the maximum \$2,181,351.

8. Eligible Costs Reimbursement – For those Eligible Costs for which City seeks reimbursement from the Authority, the City shall incur the Eligible Costs and submit documentation to the Authority according to the instructions and guidelines provided in Exhibit E. The parties agree that City shall only seek reimbursement for its actual costs for performing and/or completing Eligible Activities, in accordance with the Brownfield Plan.
9. Interest – Interest will not be paid on this Agreement.
10. Payments – Payments to City shall be made as follows:
 - a. Within 90 days of its receipt of the documentation described in paragraph 8 above, the Authority, in its sole discretion, shall either approve Eligible Costs for payment or request additional information. If the Authority determines all or a portion of the requested payment is for Approved Eligible Costs, it shall process that the portion of the payment request as provided in subparagraph (b) below. If the Authority determines that insufficient information has been provided, disputes any portion of any payment request or disputes the eligibility of any costs of any payment request, it shall notify City in writing of its determination and the reasons for its determination. City shall have 28 days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority's representatives or, if the Authority Board consents, to formally meet with the Authority and be placed on a meeting agenda to discuss and resolve any remaining dispute. In doing so, City shall provide the Authority a written response to the Authority's decision and the reasons given by the Authority. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in Paragraph 11 below.
 - b. Once the Authority determines that Eligible Costs are Approved Eligible Costs, it shall pay to City the amounts for which submissions have been made pursuant to paragraph 7 of this Agreement within 60 days after the Authority receives TIR from which the Approved Eligible Costs may be wholly or partially paid. The Authority shall only be obligated to reimburse City to the extent TIR is available to reimburse such costs.
 - c. The repayment obligation under this Agreement shall expire at the earliest of the following:
 - i) payment by the Authority to City of all amounts due City under this Agreement; ii) expiration of the reimbursement period as defined in the Brownfield Plan; or iii) expiration of the reimbursement period as defined in Act 381; or iv) 30 years from first year of capture, whichever comes first.
 - d. The amount to be reimbursed under this Agreement shall not exceed the following:

- i. The maximum amount of City Reimbursable Eligible Costs, pursuant to Terms and Conditions, Section 5, of this Agreement, and in the approved Brownfield Plan and as further determined by any approved Act 381 Work Plan;
 - e. If the property owner has filed an appeal of property assessment and/or the outcome of such an appeal is still pending, the Authority, at its sole discretion, may withhold reimbursement of City Reimbursable Eligible Costs, until such appeal is resolved. The purpose of any delay is to prevent overpayment and the need to “claw-back” funds reimbursed due to lowered Taxable Values.
- 11. Dispute As to Eligible Costs – If there is a dispute over whether a cost submitted by City is an Eligible Cost the dispute shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then the County and Authority shall together choose an independent knowledgeable professional and City shall choose an independent knowledgeable professional to review the Authority’s decision. If the two knowledgeable professionals so selected agree that costs submitted are eligible, the City shall be reimbursed those costs in accordance with this Agreement. If the two professionals so selected cannot agree that costs submitted are eligible, the two selected professionals shall appoint a third knowledgeable professional who shall make a final determination and City shall then be reimbursed those costs in accordance with this Agreement to the extent determined by the third knowledgeable professional. All fees and costs incurred by any party with respect to this paragraph, shall be the sole responsibility of the City. Failure of the City to pay any obligation incurred with respect to this paragraph shall constitute a default of this Agreement pursuant to paragraph 12.
- 12. Default –Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party, and the defaulting party shall have 30 days to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement, or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance of a court of competent jurisdiction. If the Authority, in its sole discretion, determines that any cure proposed by the City may take more than 30 days to complete, the Authority may permit the City to complete the cure in a time and manner agreeable to the Authority. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default.
- 13. Local Brownfield Revolving Fund – In accordance with Act 381 and the Brownfield Plan, the Authority will fund the LBRF using a portion of the TIR captured by the Authority after the period of reimbursement of City Reimbursable Eligible Costs and any other entities’ Eligible Costs and accrued interest, subject to the stipulations in Section 7, d.
- 14. Authority Monitoring -- The Authority may monitor the Project for the purpose of verifying that the activities, invoices and accounting of the City are accurate, reasonable and constitute Eligible

Activities under this Agreement. The City shall provide any authorized representative of the Authority access to or copies of permits, data, reports, testing, or sampling results, invoices or other such documents reasonably necessary for monitoring. The Authority, EGLE or MSF shall also be given access to the property upon reasonable request in order to review any Eligible Activities or perform any other obligations under this Agreement. Except in the case of an emergency or exigent circumstance, the Authority shall give the City at least 24 hours notice of requests under this paragraph. Except for the right to monitor the City's compliance with this Agreement, nothing in this Agreement shall be interpreted to give the Authority any right to exercise control over the performance of Eligible Activities or other actions by the City.

15. Adjustments— If, due to an appeal of any tax assessment, reassessment of any portion of the Property, abatement of any taxes, or for any other reason, the Authority is required to reimburse any TIR to any tax levying unit, then: i) the City shall pay the Authority the full amount required to reimburse such TIR, including interest and penalties, within 30 days of receiving any invoice from the Authority; or ii) the Authority may deduct the amount of any such reimbursement, including interest and penalties, from all subsequent payments due to the City until such TIR, including interest and penalties, is fully recovered. If all amounts due the City under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the City, the Authority shall invoice the City for the amount of such reimbursement and the City shall pay the Authority such invoiced amount within thirty (30) days of the City's receipt of the invoice. Amounts invoiced and paid to the Authority by the City pursuant to this paragraph shall not reduce Eligible Costs for which the City shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.
16. Insurance— The City shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below, only during the completion of Eligible Activities. The City shall also require each and every contractor(s) and/or subcontractor(s) engaged by the City to perform services pursuant to this agreement to purchase and maintain insurance coverages at the limits set forth below. City and its contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as an additional insureds under all coverages listed below except Worker's Compensation. The City shall maintain other insurance as it deems appropriate for its own protection.
 - a. Worker's Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
 - b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
 - i. Contractual Liability
 - ii. Products and Completed Operations

iii. Independent Contractors Coverage

iv. Broad Form General Liability Endorsement or Equivalent

- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
 - d. Environmental Impairment Liability Insurance shall be provided by City, Contractors, sub-contractors and site work contractors engaging in environmental and/or demolition activities, covering any sudden and non-sudden pollution or environmental impairment, including cleanup costs and defense, with limits of liability of not less than \$1,000,000 per occurrence.
 - e. All insurance coverages described above shall remain in effect at all times until completion of all eligible activities. The City shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.
17. Indemnification – The City shall indemnify, defend, and hold harmless, the Authority, Washtenaw County, and their officers, board members, commissioners, employees and agents from all claims, damages, lawsuits, costs and expenses, including reasonable attorney fees, incurred as a result of any acts, omissions, negligence, or gross negligence of the City or its employees, agents, consultants, contractors or subcontractors related to the Project or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the City. The City shall indemnify the Authority, Washtenaw County, and any of the listed entities officers, board members, commissioners, employees and agents from all reasonable costs and expenses, including reasonable attorney fees, incurred in the enforcement of any obligation or claim against the City under this Agreement. These indemnification provisions will survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities provided under state or federal law.
18. Freedom of Information Act – City understands that all communications, information, and/or documentation submitted by City may be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement, Petitions for Reimbursement and supporting documentation.
19. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.

20. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties’ written consent, which shall not be unreasonable withheld, except for an assignment by the City for the purposes of securing financing for the Project, which shall require notice but not the prior consent of the other parties.
21. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.
22. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
23. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
24. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
25. Compliance with Applicable Law – City agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.
26. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
27. No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.
28. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.
29. The Authority’s reimbursement obligations under this Agreement are contingent on the requirement that there shall be no action, suit, proceeding or investigation pending before any court, public board or body to which the Developer, the County, the City, or the Authority is a party, or threatened against the Developer, the County, City, or the Authority contesting the validity or binding effect of this Agreement or the validity of the Plan or which could result in an adverse decision which would have one or more of the following effects:
 - a. A material adverse effect upon the ability of the Authority to collect and use Tax Increments to pay the obligations;
 - b. A material adverse effect upon the ability of the City to conduct Eligible Activities;

- c. Any other material adverse effect on the City's or the Authority's ability to comply with the obligations and terms of this Agreement, or the Brownfield or Work Plan.

30. Annual Reporting – The City shall report annually, by June 1, the following information to the Authority for the previous calendar year, as applicable:

- a. Number of residential units constructed or rehabilitated;
- b. Square feet of new or rehabilitated residential, retail, commercial, or industrial space
- c. Number of new jobs created;
- d. For projects actively capturing TIR, amount of actual capital investment;
- e. Any additional information deemed necessary by the Authority.

The parties have executed this Agreement on the dates set forth below.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY: _____
Allison Krueger, Chair

Date: _____

Attested to:

By: _____
Lawrence Kestenbaum, County Clerk/Register

Date: _____

Approved As to Form:

By: _____
Michelle Billard, Corporation Counsel

CITY OF YPSILANTI

BY: _____

PRINT NAME: _____

ITS: _____

Date: _____

Exhibits

Exhibit A – Definitions

Exhibit B – Legal Description

Exhibit C – Brownfield Plan

Exhibit D – Approved Act 381 Work Plan(s)

Exhibit E – Eligible Costs Reimbursement Procedures

EXHIBIT A – Definitions

- a. "Administrative Costs," as defined in Section 13b, Sub-Section 7 (a) (i, ii, and iii).
- b. "Baseline Environmental Assessment " is defined by Section 2(b) of Act 381;
- c. "Brownfield Plan" is defined by Section 2(e) of Act 381 and is incorporated by reference in Exhibit C;
- d. "Approved Eligible Costs" – Those Eligible Costs which have been submitted, reviewed, and approved by the Authority.
- e. "Department specific activities" are defined by Section 2 (l) of Act 381
- f. "Due Care Activities" are defined by Section 2 (m) of Act 381;
- g. "Eligible Activities" are defined by Section 2(o) of Act 381;
- h. "Eligible Costs" are those being submitted to the Authority for Certification.
- i. "Eligible Property" is defined by Section 2(p) of Act 381;
- j. "Event of Default" means the failure of performance or breach by a party to carry out any of its obligations or comply with any of its warranties, representations, or conditions under this Agreement or, with respect to a party, if any representation, omission, or warranty of such party was false when made.
- k. "Local Brownfield Revolving Fund", "LBRF" pursuant to Section 8 of Act 381.
- l. "Local Taxes" are defined by Section 2(ff) of Act 381;
- m. "Tax Increment Revenues" (TIR) are defined by Section 2(ss) of Act 381;
- n. "Taxes Levied for School Operating Purposes" is defined by Section 2(uu) of Act 381;
- o. "Work Plan" is defined by Section 2(zz) of Act 381.

EXHIBIT B – Legal Descriptions

11-11-09-170-031

OWNER REQUEST YPC 1-1B "WATER STREET REDEVELOPMENT AREA" COM AT E 1/4 COR SEC 9, TH N 02-19-30 W 554.44 FT, TH S 88-46-40 W 111.18 FT, TH N 88-02-00 W 382.04 FT, TH N 87-57-00 W 597.06 FT, TH N 88-04-00 W 33.00 FT, TH S 02-11-58 W 209.50 FT TO A POB, TH CONT S 02-11-58 W 154.70 FT, TH S 02-39-49 W 299.48 FT, TH S 88-01-57 E 78.99 FT, TH S 01-58-03 W 132.00 FT, TH S 88-01-57 E 118.25 FT, TH S 02-17-49 W 107.43 FT, TH S 87-56-41 E 134.33 FT, TH S 02-18-05 W 288.36 FT, TH N 88-01-57 W 2.00 FT TO PT " A ", TH CONT N 88-01-57 W 29.36 FT TO WATER'S EDGE, TH W'LY & N'LY ALNG WATERS EDGE TO S'LY R/W MICHIGAN AVE, TH S 87-53-00 E 9.27 FT TO PT " B " WHICH LIES N 38-47-58 W 309.10 FT, TH N 89-24-13 W 40.73 FT, TH N 58-14-11 W 87.43 FT, TH S 62-35-56 W 353.18 FT, TH S 80-42-51 W 267.16 FT, TH S 65-50-07 W 234.27 FT, TH N 79-19-43 W 219.06 FT, TH N 54-19-29 W 106.32 FT, TH N 54-12-59 W 171.50 FT, TH N 47-45-59 W 148.90 FT, TH N 32-55-29 W 89.12 FT, TH N 33-40-02 W 116.79 FT, TH N 12-47-38 W 51.82 FT, TH N 12-07-20 W 169.77 FT, TH N 02-07-22 W 105.96 FT, TH N 08-15-47 E 50.28 FT, TH N 05-36-02 E 200.01 FT, AND TH N 15-54-30 E 179.31 FT FROM PT " A ", TH S 87-53-00 E 844.06 FT, TH S 88-04-00 E 382.21 FT, TH S 01-56-00 W 160.00 FT, TH S 88-04-00 E 230.00 FT TO THE POB, ALSO ALL LAND BETWEEN TRAVERSE LINE AND WATER'S EDGE. PT OF NE 1/4 SEC 9, T3S-R7E. 37.15 ACRES

SPLIT ON 06/05/2014 FROM 11-11-09-170-029;

11-11-09-170-030

OWNER REQUEST YPC 1-1A BEG AT NE COR LOT 8, GILBERTS PARK ADDN, TH S 02-11-58 W 160.00 FT, TH N 88-04-00 W 230.00 FT, TH N 01-56-00 E 160.00 FT, TH S 88-04-00 E 230.74 FT TO THE POB. PT OF LOTS 5 THROUGH 12 AND VACATED ALLEY, GILBERTS PARK ADDITION.

SPLIT ON 06/05/2014 FROM 11-11-09-170-029;

EXHIBIT C – Brownfield Plan

EXHIBIT D – Approved Act 381 Work Plan(s)

EXHIBIT E – Eligible Costs Reimbursement Procedures

Reimbursement of Eligible Costs Certification

- a. For those Eligible Costs for which City seeks reimbursement from the Authority, City shall submit to the Authority any of the following as may be required by Authority representatives:
 - i. A written statement detailing the costs.
 - ii. A written explanation as to why reimbursement is appropriate under the Brownfield Plan and this Agreement.
 - iii. Copies of invoices from the consultants, contractors, subcontractors, engineers, attorneys or others who provided such services. To verify quantities for unit price billings such invoices shall include sufficient backup information, including but not limited to, labor hours per person per billing period for professional services, detailed invoices from subcontractors and subconsultants, manifests and/or weigh tickets for disposed materials, and days used and rates for equipment and materials charges.
 - iv. Copies of waivers of liens by the contractors, subcontractors, and materials suppliers, or cancelled checks demonstrating payment.
 - v. If not already submitted, copies of the contract with the contractor or supplier providing the services or supplies, for which reimbursement is sought.
 - vi. A statement from the engineer and project manager overseeing the work recommending payment.
 - vii. Any other information which may be required by state authorities or reasonably required by the Authority.

Table 1 Eligible Activities
Water Street Redevelopment Area
1-216 E. Michigan
City of Ypsilanti, MI
AKT Peerless Project No.: 8808b
December 1, 2014

Activity	Estimated Total Cost*
Environmental Eligible Activities (MDEQ)	
BEA Environmental Assessment Activities Total	\$ 390,000
Section 7a Compliance Analysis (Due Care Plan) and Due Care Activities Total	\$ 3,696,465
Total Additional Response	\$ 542,600
Environmental Eligible Activities (MDEQ) Grand Total	\$ 4,086,465
Non-Environmental MSF Eligible Activities	
Demolition Total	\$ 300,000
Site Preparation Total	\$ 4,883,049
Infrastructure Improvements Total	\$ 3,568,353
Non-Environmental MSF Eligible Activities Grand Total	\$ 8,751,402
9000-Brownfield Plan and Act 381 Work Plan Preparation**	
Brownfield Plan	\$ 20,000
Act 381 Work Plan MDEQ	\$ 60,000
Act 381 Work Plan MSF	\$ 60,000
Brownfield Plan and Act 381 Work Plan Preparation Total	\$ 140,000
Eligible Activities Subtotal	\$ 12,977,867
15% Contingency on Eligible Activities***	\$ 1,925,680
LSRRF****	\$ 2,181,351
BRA Administration Fees	\$ 2,287,463
Interest*****	\$ 3,502,273
Eligible Activities Grand Total	\$ 22,874,634
*Estimated costs are subject to approval by MSF and MDEQ.	
**It is assumed that the brownfield plan will be amended once and there will be multiple MDEQ and MSF Act 381 Work Plans based on developments occurring on the Eligible Property	
***The contingency is applied to the Subtotal of MDEQ and MSF eligible activities, including the BEA Activities.	
****LSRRF deposits will occur for 2 years after eligible activities and interest have been reimbursed and will be made in accordance with Act 381.	
*****Interest is calculated annually at 2.5% simple interest on unreimbursed eligible activities for 10 years. The rate and time period for interest calculation may change, but will not exceed 5% simple interest on unreimbursed eligible activities.	



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Frances McMullan
DATE: July 25, 2023
SUBJECT: Carlisle Wortman Planning Services Proposal

DESCRIPTION:

Carlisle Wortman Planning Services Proposal

SUMMARY:

The Ypsilanti Community and Economic Development Department has undergone many iterations over the past decade. From 2015-2023 there has been a singular Director overseeing two managers, one for Planning and one for Building. Each manager had a staff of 3 to 6 FTE at a given time for carrying out their respective roles to support the department. In 2023, there has been several changes to separate the work of Building, Planning, and Economic Development which were previously under one umbrella. Concurrently, the Downtown Development Authority has utilized staffing support provided by the department during this time, which has allowed for more competitive wages and a higher output of productivity to serve both organizations. With the departure of both the Community Development Director and Economic Development Director over the past several months, we are looking to Carlisle Wortman to provide staffing support in both areas. Carlisle Wortman has already been engaged to assist with the redevelopment of Water Street and has provided a proposal to assist the city with planning services.

Carlisle Wortman has the experienced staff necessary to support the planning department while also performing an audit of the City's current Community and Economic Development Department organizational structure, staffing, and workflow processes to make recommendations for improvements, efficiencies, and staffing needs. This audit is a core component of the scope of services offered by Carlisle Wortman and will help us identify and fill the positions most needed to support the department.

Under Option 1, Carlisle Wortman will also provide development review for site plans, special land use requests, rezonings, variances, and planned unit developments in combination with the City Planner, Holli Andrews. These reviews will be billed hourly based on the proposal. Carlisle is

also capable of providing special planning studies, ordinance amendments, GIS Mapping services, or other special projects or duties requested by the City Manager's Office.

Under Option 2, Carlisle Wortman will provide the same scope of services for a retainer rather than hourly billing. The retainer will provide for two days per week of on site services at City Hall to serve as the Planning Director, coordinate with appropriate staff, meet with applicants and developers, and assist residents with zoning and planning questions while on site, among other responsibilities as described in the proposal.

Under Option 1 and other work outside of the retainer would be billed under the hourly rate schedule as follows:

Personnel	2023 Hourly Rate	2024 Hourly Rate	2025 Hourly Rate
Past President / Senior Principal	\$150.00	\$155.00	\$160.00
President	\$140.00	\$145.00	\$150.00
Principal	\$135.00	\$140.00	\$145.00
Senior Associate	\$130.00	\$135.00	\$140.00
Associate	\$120.00	\$125.00	\$130.00
Community Planner/Landscape Architect	\$110.00	\$115.00	\$120.00
Graphics (GIS) Technician	\$93.00	\$98.00	\$103.00
Support Staff	\$78.00	\$83.00	\$88.00

Option 2 office hours would be billed at a monthly retainer while would include the following:

- ❖ Two (2) days per week of in person office hours
- ❖ Unlimited telephone/email consultation with staff.
- ❖ Assistance in preparation of Planning Commission and Zoning Board of Appeals agenda packet.
- ❖ Attendance at all Planning Commission meetings. Other meetings such as City Council and Zoning Board of Appeals attendance will be billed hourly as noted below.
- ❖ Keep City Officials current on changes in State planning and zoning enabling legislation, grant programs, and latest planning issues.
- ❖ Yearly training workshop on topics requested by the City.

	2023 Rates	2024 Rates	2025 Rates
Monthly Retainer	\$10,400	\$11,000	\$11,600

RECOMMENDED ACTION: Staff is seeking Council to approve Option 2 for planning services to be provided by Carlisle Wortman

ATTACHMENTS:

Carlisle Wortman Planning Services Proposal

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-143 TABLED 7-25-2023
August 1, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve Planning Services Proposal from Carlisle Wortman.

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
1 day of August 2023

#Resolution No. 2023-143 TABLED 7-25-2023

PLANNING SERVICES AGREEMENT BETWEEN
CITY OF YPSILANTI AND CARLISLE WORTMAN, INC.

THIS AGREEMENT is made this ____ day of August, 2023 between the CITY OF YPSILANTI, a Michigan Home-Rule Corporation, of One South Huron Street, Ypsilanti MI 48197, hereinafter referred to as "CITY" and CARLISLE WORTMAN, INC. a Michigan corporation, of 117 North First Street, Suite 70, Ann Arbor MI 48104, hereinafter referred to as "CARLISLE";

BACKGROUND

The CITY is in need of planning services for the Ypsilanti Community and Economic Development Department, including planning services, building department services and Downtown Development Authority (DDA) services. CITY contracts with DDA to provide staffing services.

CARLISLE responded to a Request for Services from CITY to provide needed planning services, building department and DDA services. CITY desires to contract with CARLISLE for the services. This Agreement is to memorialize the agreement.

AGREEMENT

WITNESSETH:

WHEREAS CARLISLE is able and willing to provide planning, building department and DDA services according to the Request for Services and city policies, and has submitted a certain Planning Services Proposal (copy attached), and CITY accepts The Proposal, Option two,

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

1. PLANNING SERVICES. CARLISLE shall perform planning and staffing services for the CITY pursuant to a Proposal for Services, Option Two (2) Planning Services (The Services) on a retainer basis, copy of which is attached hereto and made a part hereof .

2. PAYMENT. The CITY shall pay CARLISLE a monthly retainer, in arrears, for the services in amount of \$10,400 per month for 2023 and \$11,000 for 2024 and \$11,600 for 2025.

3.

3. TERM OF AGREEMENT. This agreement shall be on a month-to-month basis commencing on ____, 2023.

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

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

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

7. The parties agree that time is of the essence in the performance of this Contract by CARLISLE.

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

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

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

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

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

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

"CARLISLE agrees, to the fullest extent permitted by law, to indemnify and hold the CITY harmless from damages and losses arising from the negligent acts, errors or omissions of CARLISLE in the performance of professional services under this Agreement, to the extent that CARLISLE is responsible for such damages and losses on a comparative basis of fault and responsibility between CARLISLE and the CITY. CARLISLE is not obligated to indemnify the CITY for the CITY'S own negligence."

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

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

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

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

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

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

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

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

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

YES ☒	NO ☐	1) Comprehensive General Liability
YES ☒	NO ☐	2) Automobile Liability
YES ☐	NO ☒	3) Malpractice Insurance

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

Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$100,000 each accident.

General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000,000 Combined Single Limit (Bodily Injury/Property Damage).

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

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

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

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

If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to CARLISLE 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 CARLISLE.

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 CARLISLE until such time as CARLISLE shall furnish such additional security covering such claims as may be determined by the CITY.

If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, CARLISLE 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 CARLISLE 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 CARLISLE to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve CARLISLE from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of CARLISLE concerning indemnification.

15. **DISABILITY BENEFITS.** CARLISLE shall provide proof of compliance with the Disability Benefits Law. (If applicable).

16. **CONFLICT OF INTEREST.** CARLISLE covenants that neither said corporation nor any officer, agent or employee of the corporation has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract.

17. **CONTINGENT FEES.** CARLISLE warrants it has not employed or retained any company or person other than bonafide employees working solely for the CARLISLE, 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 CARLISLE, 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 CARLISLE, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

18. **EQUAL OPPORTUNITY.** CARLISLE has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 538, Affirmative Action.

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

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

21. LIVING WAGE.

A. (1) Living Wages be paid according to the Ypsilanti Living Wage Ordinance No. 892 (The Ordinance) , and

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

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

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

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

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

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

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

24. 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."

25. NOT IN DEFAULT TO CITY. CARLISLE hereby certifies that CARLISLE is not in default to the CITY, and that there are no unpaid taxes, real or personal,

owed to the CITY by CARLISLE, and CARLISLE 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.

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

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

Carlisle Wortman, Inc.

By: _____

Dated: _____, 2023.

CITY OF YPSILANTI, a Michigan
Municipal home-rule City

BY: _____
Nicole Brown, Mayor

BY: _____
Andrew Hellenga, City Clerk

APPROVED AS TO FORM:

John M. Barr
Ypsilanti City Attorney



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

July 27, 2023

Frances McMullen
City Manager
City of Ypsilanti

Via Email to: fmcullen@cityofypsilanti.com

Re: Contract Options 1/2 Cost Estimates

Dear Frances:

Thank you for the opportunity to present the following cost estimates for contractual services as requested by City Council.

Option 1: Hybrid Staffing

Organizational and Staffing Audit

The audit is expected to take approximately two (2) months to complete and will include scheduled interviews with identified staff members and organizational leaders. CWA estimates the audit will require approximately 20 hours of combined effort for a total cost of approximately **\$3,000**.

Development Reviews

CWA will provide development reviews for site plans, special land use requests, rezonings, variances, planned unit developments, etc. When these reviews come before City Council or the Planning Commission, CWA would attend those meetings. These services will be provided on an hourly basis with charged hourly rates attributable as pass-through costs to the development applicant with no impact on the City's budget.

Special Projects

Special projects such as special planning studies, ordinance amendments, and GIS mapping services will be performed on an as-needed basis and charged at hourly rates. Cost estimates will be provided for City consideration individually for the scope of services for each individual project.

Office Support

Support to City staff will be provided on an as-needed basis by appropriate level consultant staff dependent upon the nature and complexity of the work and will be charged on an hourly rate basis. Office support will include expert consultation services by phone, email, video conferencing, and in-

*Benjamin R. Carlisle, President Douglas J. Lewan, Executive Vice President John L. Enos, Vice President
David Scurto, Principal Sally M. Elmiger, Principal R. Donald Wortman, Principal
Paul Montagno, Principal, Megan Masson-Minock, Principal, Laura Kreps, Senior Associate
Richard K. Carlisle, Past President/Senior Principal*

person as indicated. It could also include attendance at Planning Commission, City Council or other appointed bodies, as requested. For the purpose of estimating costs, Option 1 office support will likely require between five (5) and sixteen (16) hours of effort each week, however, will be determined in real time by City staff. Costs are estimated to fluctuate between \$2,925/month and \$9,200/month, however, may be more or less depending on situational need.

Option 1: Hybrid Staffing Cost Estimate Summary

- Organizational and Staffing Audit \$3,000
- Development Reviews TBD Pass-Through to Developer
- Special Projects TBD for individual projects
- Office Support \$2,925-\$9,200 per month
- *REQUIRES MINIMUM SIX (6) MONTH COMMITMENT
- Estimated cost September 2023-February 2024: \$17,550-\$55,200 (estimated monthly cost for 6 months)

Option 2: Office Hours

Organizational and Staffing Audit

The audit is expected to take approximately two (2) months to complete and will include scheduled interviews with identified staff members and organizational leaders. CWA estimates the audit will require approximately 20 hours of combined effort which will be included in the monthly retainer.

Development Reviews

CWA will provide development reviews for site plans, special land use requests, rezonings, variances, planned unit developments, etc., including attendance at associated City Council meetings. These services will be provided on an hourly basis with charged hourly rates attributable as pass-through costs to the development applicant with no impact on the City's budget.

Special Projects

Special projects such as special planning studies, ordinance amendments, and GIS mapping services will be performed on an as-needed basis and charged at hourly rates. Cost estimates will be provided for City consideration individually for the scope of services for each individual project.

Office Support

CWA will provide on-site services at the City Offices up to **two full business days per week** or as mutually agreed upon by the parties. Duties at the City Offices may include but are not limited to the following:

1. Serve as Community Planning Director.
2. Coordinate appropriate staff.
3. Meet with applicants including developers.

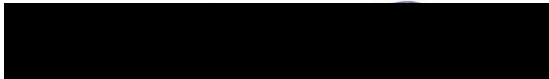
4. Assist residents and potential applicants with zoning and planning questions while on-site.
5. Assist applicants in completing and filing applications for Zoning Board of Appeals (ZBA), rezoning, site plans, etc.
6. Review permit applications and perform field inspections for zoning compliance in consultation with the city's designated Building Official.
7. Oversee preparation of public hearing and legal notices for rezonings, ordinance amendments, special uses, and variances.
8. Assist staff with Planning Commission, ZBA, and other relevant agendas, notices, and packets.
9. Attend planning/zoning related meetings held during regular business hours at the City Offices or within city jurisdiction.
10. Attend monthly Planning Commission meetings.
11. Other duties as requested by the City Manager's Office.

Option 2: Office Hours Cost Estimate Summary

- | | |
|---|-------------------------------|
| • Organizational and Staffing Audit | Included in Monthly Retainer |
| • Development Reviews | TBD Pass-Through to Developer |
| • Special Projects | TBD for individual projects |
| • Office Support | \$10,400 per month (2023) |
| | \$11,000 per month (2024) |
| • *REQUIRES MINIMUM TWELVE (12) MONTH COMMITMENT | |
| • Estimated Cost September 2023-August 2024: \$129,600 (2023 rates through December 31 st , 2024 rates January-August) | |

Please contact me with any further questions.

Sincerely,



CARLISLE/WORTMAN ASSOC., INC
Megan Masson-Minock, AICP
Principal



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

July 7, 2023

Frances McMullan
City Manager
Via email: FMcmullan@cityofypsilanti.com

Re: Proposal of Services – Planning Services

Dear Ms. McMullan,

Thank you for the opportunity to present a proposal for services to assist the City of Ypsilanti in Planning Services. Our multi-disciplinary team of professional planners and landscape architects is among the most experienced in the State. Our core service is to act as an expert for and extension of the client to build strong, attractive, and more livable communities. The firm actively serves over 75 municipal clients, the majority of our work is centered on continuing planning services.

Our team was specifically assembled to provide the precise expertise for the needs and understanding of City of Ypsilanti. Through our continuing planning services to a number of surrounding communities, as well as communities similar to City of Ypsilanti, we have an understanding of the City and southern Michigan.

In order to best serve the City, we have provided three scope of service options to consider. Please do not hesitate to contact us at (734) 662-2200 if you have any questions.

Sincerely,



CARLISLE | WORTMAN ASSOC., INC
Benjamin R. Carlisle, AICP, LEED AP
President

Attachments:

- Firm Background
- Scope of Services Options

Richard K. Carlisle, *President* Douglas J. Lewan, *Executive Vice President* John L. Enos, *Vice President*
David Scurto, *Principal* Benjamin R. Carlisle, *Principal* Sally M. Elmiger, *Principal* Craig Strong, *Principal* R. Donald Wortman, *Principal*
Laura K. Kreps, *Senior Associate* Paul Montagno, *Senior Associate* Megan Masson-Minock, *Senior Associate*

FIRM BACKGROUND

Carlisle | Wortman Associates, Inc. is well prepared and equally enthused to provide the scope of services and service specifications as requested. Since 1988 Carlisle | Wortman Associates Inc. has been providing public sector clients with professional planning services. Our highly experienced professionals are forward thinking, experienced and accomplished at finding sound and creative strategies to fit our clients' needs. Our core service is to act as an expert for and extension of the client to build strong, attractive, and more livable communities. Our continuing success is a direct result of our philosophy: responsiveness, commitment, trust, and success.

We have been exclusively servicing Michigan for over thirty-five years. With a commitment to public service, we only provide services for governmental and non-profit entities ranging from townships, cities, and counties to community development organizations and public transit agencies. We take pride in the fact that Carlisle | Wortman Associates does not represent private developers, as we believe this creates a conflict of interest. The firm currently serves over 75 clients, the majority of which are centered on continuing planning services. Each client is personally represented by a principal of the firm.

Most importantly, we know Ypsilanti and have a long working history with the city. We have assisted the city in drafting multiple Master Plans, numerous zoning ordinances rewrites, and continuing services including providing office hours.

City of Ypsilanti can rely on CWA for:

Responsiveness

We believe in constant contact with our clients via telephone, in person meetings, email, and mobile communication and at hours beyond standards business practice.

Commitment

We have been working with client communities for over 40 years.

Trust

We cherish long-term client-CWA relationships built by listening intently to client needs, maintaining clear and frequent contact, providing timely and responsive service, and exceeding expectations.

Success

We equip our clients for success by sharing our expertise, leadership, and creativity while educating communities to ensure successful solutions.

SCOPE OF SERVICES

Option 1: Hybrid Staffing

Organizational and Staffing Audit

CWA will perform an audit of the City's current Planning and Development and Economic Development Department organizational structure, staffing, and workflow processes and make recommendations for improvements, efficiencies, and staffing needs. This work will be conducted by Richard Carlisle, Past President, Ben Carlisle, President, and Mike Radzik, Operations Manager.

Development Reviews

CWA will provide development review for site plans, special land use requests, rezonings, variances, planned unit developments, etc. Reviews will be transmitted to the Client within two (2) weeks of receipt by the CWA. The CWA will provide this service to the Client on an hourly basis and charge hourly rates for all development reviews with pass-through costs to the applicant.

Special Projects

Special projects as requested may include but are not limited to:

1. Special Planning Studies
2. Ordinance amendments
3. GIS Mapping services
4. Other special projects or duties as requested by the City Manager's Office

Option 2: Office Hours

Organizational and Staffing Audit

Similar to Option 1, the CWA will perform an audit of the City's current Planning and Development and Economic Development Department organizational structure, staffing, and workflow processes and make recommendations for improvements, efficiencies, and staffing needs. This work will be conducted by Richard Carlisle, Past President, Ben Carlisle, President, and Mike Radzik, Operations Manager.

Development Reviews

Similar to Option 1, CWA will provide development review for site plans, special land use requests, rezonings, variances, planned unit developments, etc. Reviews will be transmitted to the Client within two (2) weeks of receipt by the CWA. The CWA will provide this service to the

Client on an hourly basis and charge hourly rates for all development reviews with pass-through costs to the applicant.

Special Projects

Similar to Option 1, special projects as requested may include but are not limited to:

1. Special Planning Studies
2. Ordinance amendments
3. GIS Mapping services
4. Other special projects or duties as requested by the City Manager's Office

City Office Hours

CWA will provide on-site services at the City Offices up to **two days per week** or as mutually agreed upon by the parties. Duties at the City Offices may include but are not limited to the following:

1. Serve as community Planning Director.
2. Coordinate appropriate staff.
3. Meet with applicants including developers.
4. Assist residents and potential applicants with zoning and planning questions while on-site.
5. Assist applicants in completing and filing applications for Zoning Board of Appeals (ZBA), rezoning, site plans, etc.
6. Review permit applications and perform field inspections for zoning compliance in consultation with the city's designated Building Official.
7. Oversee preparation of public hearing and legal notices for rezonings, ordinance amendments, special uses, and variances.
8. Assist staff with Planning Commission, ZBA, and other relevant agendas, notices, and packets.
9. Attend planning/zoning related meetings held during regular business hours at the City Offices or within city jurisdiction.
10. Other duties as requested by the City Manager's Office.

Rate Schedule

Option 1 and other work outside of the retainer would be billed under the hourly rate schedule:

Personnel	2023 Hourly Rate	2024 Hourly Rate	2025 Hourly Rate
Past President / Senior Principal	\$150.00	\$155.00	\$160.00
President	\$140.00	\$145.00	\$150.00
Principal	\$135.00	\$140.00	\$145.00
Senior Associate	\$130.00	\$135.00	\$140.00
Associate	\$120.00	\$125.00	\$130.00
Community Planner/Landscape Architect	\$110.00	\$115.00	\$120.00
Graphics (GIS) Technician	\$93.00	\$98.00	\$103.00
Support Staff	\$78.00	\$83.00	\$88.00

Option 2 office hours would be billed at a monthly retainer, which would include the following:

- ❖ Two (2) days per week of in person office hours
- ❖ Unlimited telephone/email consultation with staff.
- ❖ Assistance in preparation of Planning Commission and Zoning Board of Appeals agenda packet.
- ❖ Attendance at all Planning Commission meetings. Other meetings such as City Council and Zoning Board of Appeals attendance will be billed hourly as noted below.
- ❖ Keep City Officials current on changes in State planning and zoning enabling legislation, grant programs, and latest planning issues.
- ❖ Yearly training workshop on topics requested by the City.

	2023 Rates	2024 Rates	2025 Rates
Monthly Retainer	\$10,400	\$11,000	\$11,600

Personnel

This work will be performed by Ben Carlisle, President, Megan Masson-Minnick, Principal, and other personnel as assigned and agreed upon.

	2024		
	In-House	CW	CW
	Planning Director	OPTION 1	OPTION 2
		Hourly	Retainer
Salary	64,548.64		
DDA Stipend	11,500.06		
Fica and Tax	4,937.97		
WC	968.23		
Healthcare	9,348.00		
Pension	5,323.41		
HSCP	2,400.00		
Contractual Service		103,584.00	132,000.00
Total Cost	99,026.31	103,584.00	132,000.00
Note		\$124.50*16 Hours*52 weeks	



Resolution No. 2023-151
August 1, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The certain ordinance entitled: "An Ordinance to amend Chapter 7 – MARIJUANA" be adopted on Second and Final Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

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

#Resolution No. 2023-151



**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 state license issued by the State of Michigan and permit issued by the City of Ypsilanti. ~~a permit from the city clerk's office, and a state license issued by the State of Michigan.~~

(b) Licenses The location of permits is transferrable upon state approval, city 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~~ must 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 business day following the deadline a \$50 late fine will be assessed 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 location 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~~ marihuana 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~~ location of the following facility types will be regulated by zoning as stipulated in Chapter 122 in the City Code:

- Medical marihuana provisioning centers.
- Adult-use recreational retail.
- Marihuana microbusiness.
- 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 ~~designated consumption establishment~~.
- Designated consumption establishment

Sec. 7-4.2 5. - Application.

Every applicant for a ~~marijuana~~ marihuana 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~~ marihuana 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 ~~marihuana dispensary or Marijuana growing/manufacturing~~ marihuana 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 ~~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~~. If leased the operator of the facility must ensure the building owner is current with all real property taxes.
 - (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 ~~marihuana facility dispensary or growing/manufacturing facility site~~ marihuana facility, 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 the application includes errors or omissions the city will notify the applicant by certified mail and provide five business days to satisfy the requirement. If issues are not rectified, the applicant will either need to request an extension with cause, or the application will be denied.

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 that exceeds 90 days;
- (3) Maintenance of a nuisance on the premises that exceeds 90 days;
- (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 provided a Special Use Permit if one is required at that applied to location.
- (8) Failure to be provided site plan approval or the expiration of an approved site plan.
- (9) Failure to be provided building plan approval and certificate of occupancy within 6 months of permit issuance
- (9~~10~~) 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 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 is denied a permit, they may request a meeting with relevant staff and the City Manager to remedy deficiencies in an application. At that time the applicant and City Manager will sign a notarized affidavit, which will provide a timeline to complete all necessary items to

cure deficiencies. If the applicant is unable to meet the timeline, the application will be denied, and a formal denial letter will be provided via first class mail.

~~If an applicant or permitted marihuana facility chooses. At that time the applicant may to~~ appeal the denial of a permit or revocation of a permit, they can enter by entering 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 item listed in the affidavit they were unable to complete and why they were unable to meet the deadline. 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 Community Advocacy and Law Enforcement.

- ~~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.
 - d) Paraphernalia will be governed by Sec 74-197 of the City Code.
- 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 1st DAY OF August, 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 1st day of August, 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 August, 2023.

Andrew Hellenga, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:



Resolution No. 2023-152
August 1, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

the ordinance named "An ordinance to Repeal Chapter 78 Parks and Public Property and Chapter 79 Public Art and replace with New Chapter 80 Parks and Art" Be approved on Second and Final Reading.

OFFERED BY: _____

SECONDED BY: _____

YES: NO: ABSENT: VOTE:

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

#Resolution No. 2023-152



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1417**

An ordinance to Repeal Chapter 78 Parks and Public Property and Chapter 79 Public Art and replace with New Chapter 80 Parks and Art

- 1. THE CITY OF YPSILANTI HEREBY ORDAINS** that
a. City Code Chapter 78 Parks and Public Property, sections 78-46 to sections 78-51; and Chapter 79 Public Art, sections 79-1 to 79-8 of the Ypsilanti City Code are hereby repealed.

~~Sec. 78-46. Composition; appointment.~~

~~The parks and recreation commission shall consist of at least nine but not more than 11 members appointed by the mayor, subject to confirmation by a majority of city council.~~

~~(Code 1983, § 1.200; Ord. No. 825, § 1.200, 8-28-1995; Ord. No. 1061, § 1, 6-5-2007; Ord. No. 1202, § 1, 12-3-2013)~~

~~Sec. 78-46.01. Youth members.~~

~~Three members may be youth members, under the age of 18 years of age. Youth members shall have all powers of a member, including the power to vote and hold office in the parks and recreation commission.~~

~~(Ord. No. 1061, § 1, 6-5-2007; Ord. No. 1202, § 1, 12-3-2013)~~

~~Sec. 78-47. Term.~~

~~The term of the members of the parks and recreation commission shall be three years, except that of the members first appointed. Terms shall be staggered so that as far as practicable at least three member's terms expire each year.~~

~~(Code 1983, § 1.201; Ord. No. 825, § 1.201, 8-28-1995; Ord. No. 1061, § 1, 6-5-2007; Ord. No. 1202, § 1, 12-3-2013)~~

~~Sec. 78-48. Residency.~~

~~Members of the parks and recreation commission shall be residents of the city. At least three members shall be appointed from each of the three wards of the city.~~

~~(Code 1983, § 1.202; Ord. No. 825, § 1.202, 8-28-1995; Ord. No. 1061, § 1, 6-5-2007; Ord. No. 1202, § 1, 12-3-2013)~~

~~Sec. 78-49. Powers and duties.~~

~~The parks and recreation commission shall be an advisory board and shall have the following powers:~~

~~(1) — Make recommendations to the city manager, recreation director, and city council concerning the recreation and city parks needs of the city, including how park improvement funds are used.~~

~~(2) — Update the City of Ypsilanti parks and recreation master plan.~~

~~(3) — Review and approve "Adopt-A-Park" applications.~~

~~(4) — Expand park and recreational opportunities through commission sponsored events when appropriate.~~

~~(5) — Set its own rules and regulations.~~

~~(6) — Report, at least annually, to city council.~~

~~(Code 1983, § 1.203; Ord. No. 825, § 1.203, 8-28-1995; Ord. No. 1061, § 1, 6-5-2007; Ord. No. 1202, § 1, 12-3-2013; Ord. No. 1383, 10-5-2021)~~

~~Sec. 78-50. Secretary and administrative help.~~

~~The city manager shall, within budgetary appropriations, provide for secretarial and administrative help for the commission.~~

~~(Code 1983, § 1.204; Ord. No. 825, § 1.204, 8-28-1995; Ord. No. 1061, § 1, 6-5-2007; Ord. No. 1202, § 1, 12-3-2013; Ord. No. 1383, 10-5-2021)~~

~~Sec. 78-51. Vacancy in office.~~

~~Vacancies shall be filled in the same manner that members are appointed. The office of any member shall be shall be requested vacated by resolution to city council, if that member has three or more unexcused absences from meetings of the commission. Absences may be excused by simple majority of a quorum.~~

~~(Code 1983, § 1.205; Ord. No. 825, § 1.205, 8-28-1995; Ord. No. 1061, § 1, 6-5-2007; Ord. No. 1202, § 1, 12-3-2013; Ord. No. 1383, 10-5-2021)~~

Sec. 79-1 Intent.

~~The state of Michigan has recognized, through the enactment of The Faxon-McNamee Art in Public Places Act (MCL 18.71 et seq.), the importance of promoting art in government spaces and facilities. City council has determined that the creation and presence of public art will advance the interests of the city, aid in enhancement of property values, improve the aesthetic quality of public spaces and structures, provide cultural and recreational opportunities, contribute to the local heritage, stimulate economic activity and promote the general welfare of the community.~~

~~City council recognizes the responsibility of government to foster the development of culture and the arts. It is therefore declared to be municipal policy to promote public art.~~

~~(1) — *Public art definition.* Public art means works of art created, purchased, produced or otherwise acquired for display in public spaces or facilities. Public art may include artistic design features incorporated into the architecture, layout, design or structural elements of the space or facility. Public art may be any creation, production, conception or design with an aesthetic purpose, including freestanding objects d'art, sculptures, murals, mosaics, ornamentation, painting, paint or decoration schemes, use of particular structural materials for aesthetic effect, spatial arrangement of structures, architectural design features, mixed media, digital art, photography, and performance art and music.~~

(2) — *Diversity.* The City of Ypsilanti is a diverse community as reflected in the city logo, pride, diversity, heritage. The policy of the City of Ypsilanti is to celebrate pride, diversity and heritage and the Ypsilanti Art Commission is charged to recognize this policy and promote the policy in the work and selections of the commission.
(Ord. No. 1342, § 1, 10-1-2019)

~~Sec. 79-2 Creation, composition, appointment.~~

The Ypsilanti Art Commission is created and shall consist of not less than five and not more than nine members, and two non-voting youth members appointed by the mayor, subject to the confirmation of city council.
(Ord. No. 1342, § 1, 10-1-2019)

~~Sec. 79-3 Purpose, objectives, powers and duties.~~

(a) — *Purpose.* The purpose of the Ypsilanti Art Commission (YAC) is to act as an advisory body to the mayor, city council and city manager for all things art in the City of Ypsilanti.

(b) — *Objectives.* The YAC shall promote art in the city and promote the city policy of pride, diversity and heritage. To educate the public why the arts, culture and creative industries are important to the city and to cultivate a community culture and environment that embraces and nurtures artistic and creative assets. To promote and further diversity, equity and inclusion of all of Ypsilanti in the arts.

(c) — *Powers.* The YAC shall have the following powers:

(1) — Promulgate guidelines, subject to the approval of city council, to support art in the city and provide procedures for soliciting and selecting public art and artistic events and for determining suitable locations for events and the display of art within the city.

(2) — By April 1 of each year, submit to city council a plan detailing potential projects and desirable goals to be pursued in the next fiscal year.

(3) — Make determinations, subject to the approval of the city manager, for each proposed project as to whether it is eligible for public art funding and, if so, calculate the total costs of the project and the total amount of city art funding required.

(4) — Make recommendations, subject to the approval of the city manager, regarding disbursement of public art funds to promote, show, acquire, produce, install, maintain, alter, relocate or remove art.

(5) — Make recommendations to the city manager and city council regarding proposed art for urban art, billboards, parks, DDA area, alleyways, bridges, overpasses, Border to Border Trail, undeveloped and underdeveloped property or foreclosed properties.

(6) — Raise funds for public, identify grant opportunities, interact with donors of funds or art works on behalf of the city, and foster public/private partnerships to support public art.

(7) — Investigate and promote cooperative ventures, collaboration, joint ventures and partnerships for art, art projects and art installations with the State of Michigan, County of Washtenaw, Eastern Michigan University, Ypsilanti Community Schools, Washtenaw Intermediate School District, Ann Arbor Area Transportation Authority, Huron River Water Council, Ozone House and other entities, subject to final approval of the city council.

(8) — Promote awareness of art through all available methods including education, marketing, events, social media, and other tools as appropriate.

-
- (9) — Promote economic development in art by encouraging and promoting opportunities and business that engage and/or employ artists, performers and other people in the arts.
- (10) — Identify public functions and services and non profit and profit business and cultural opportunities to support local artists and artistic services.
- (11) — Create an arts plan for the city with goals and vision for the work of the commission and city related to supporting and fostering arts in Ypsilanti.
- (12) — Present an annual report to city council within 60 days after the end of each fiscal year containing:
- a. — A report on the status of all art incorporated into or funded by city projects in progress or completed during the preceding fiscal year;
 - b. — A maintenance report on each work of public art presently under city management detailing maintenance costs for the preceding fiscal year, anticipated maintenance costs for the next fiscal year, and any significant future maintenance concerns, including prioritized recommendations for the maintenance, repair or renovation of particular works;
 - c. — A review of the city's public art;
 - d. — A report on YAC's efforts to promote awareness of public art;
 - e. — A report on donations of art and where such art was placed;
 - f. — A report on additional funds raised and how such funds were used; and
 - g. — Any other matter of substantial financial or public importance relating to the art in the city.
- (13) — Perform any related duty delegated by city council; and
- (14) — Provide advice to and assist both potential donors of art and other governmental entities regarding possible public locations for placement of art when such art cannot be placed on any city property or incorporated into a capital project of the city.
- (15) — Act as city liaison with the general public for city public art projects.
- (- Ord. No. 1342 , § 1, 10-1-2019)

Sec. 79-4. Limitations on powers.

YAC does not have authority to enter into contracts or otherwise create a contractual obligation for the city. The selection of public works of art, artists and contractors to design, create, maintain or perform work otherwise related to public works of art, and all contracts for such works of art and work, shall be done and awarded in accordance with City Charter, City Code and city policies and procedures governing the award of contracts.

(- Ord. No. 1342 , § 1, 10-1-2019)

Sec. 79-5. Membership.

(a) — The YAC shall consist of not less than five nor more than nine voting members, and two non-voting youth members nominated by the mayor and approved by city council. The city manager or her designee shall be a nonvoting ex-officio member of YAC. Appointments of the voting members shall be made from candidates who have the following expertise or affiliation:

- (1) — Persons who, insofar as possible, have experience and/or an interest in the placement, creation, or design of public art.
- (b) — All members of YAC, including members of its subcommittees, shall serve without compensation.

(c) — All voting members of YAC shall be appointed for a three-year term. In order to ensure that approximately one-third of the voting members' appointments expire each year, initial appointments shall be one-third of members for a one-year term, one-third of members for a two-year term, and one-third of members for a three-year term.

(d) — Recognizing that art has no geographical boundaries, one member of the YAC shall be a non-resident of the city. Consistent with City Code section 2-111, all other members of YAC shall be residents of the City of Ypsilanti, unless an exception is granted by a resolution of city council with an affirmative vote of at least five members.

(e) — Any vacancy on YAC occurring in the middle of a term shall be filled for the remainder of the term in the same manner as for full-term appointments.

(f) — Members are expected to attend regularly scheduled meetings and to notify the chair and the city clerk in advance if they expect to be tardy or absent. If a member misses more than three regularly scheduled meetings in a 12-month period, the chair shall notify the mayor and may recommend removal of the member.

(g) — A member of YAC may be removed by city council for cause following notice and a hearing.

(- Ord. No. 1342, § 1, 10-1-2019)

Sec. 79-6. Ethics and conflicts of interest.

(a) — A member of YAC shall abstain from discussion or voting on any matter where that member is involved in a real or apparent conflict of interest.

(b) — A member of YAC shall neither solicit nor accept gratuities, favors, or anything of monetary value from persons or entities in a position to benefit from a decision of YAC.

(c) — A member of YAC shall not obtain, for himself/herself or for any person with whom he/she has business or family ties, any financial or beneficial interest in a matter which may be affected by a decision of YAC. This restriction shall apply during the member's tenure on YAC and for one year thereafter.

(d) — A member of YAC shall abstain from discussion or voting on any matter from which that member, any member of his/her immediate family, his/her partner, or a person with whom the member has family or business ties may obtain a financial interest or other benefit.

(e) — Except where it violates a confidence, a member of YAC shall disclose all pertinent facts regarding any possible conflict, real or apparent, and those facts shall be recorded in the minutes of the proceedings. The member may then abstain from discussion and voting on the matter.

(f) — Members of YAC shall complete an annual disclosure of organization affiliations and shall update this disclosure in writing at any time during the year when such affiliations change.

(g) — Members of YAC shall comply with the above ethical requirements and the City of Ypsilanti Ethics Ordinance, Ypsilanti City Code section 46-71 et seq., and all applicable laws governing conflicts of interest.

(h) — Employment by or membership in an educational organization, art association, art museum, library, art gallery, or any art-associated business shall not be a conflict of interest per se that would prohibit being a member of YAC.

(i) ~~A member of YAC shall not use his/her position on YAC to advance his/her own personal gain or advantage.~~

~~(Ord. No. 1342, § 1, 10-1-2019)~~

~~Sec. 79-7. Meetings.~~

~~The YAC shall hold meetings not less than every 30 days. All meetings of YAC and its subcommittees shall be open to the public and conducted in accordance with the Michigan Open Meetings Act (PA 267 of 1976), as amended. Closed sessions may be called for purposes listed in the Open Meetings Act.~~

~~(Ord. No. 1342, § 1, 10-1-2019)~~

~~Sec. 79-8. Bylaws.~~

~~The YAC shall adopt bylaws subject to the approval of the city attorney and city council on or before the YAC third meeting.~~

~~(Ord. No. 1342, § 1, 10-1-2019)~~

b. A new Chapter 80 Parks and Art is hereby added to the Ypsilanti City Code to read as follows:

Sec. 80-1 Intent

The intent of this section is to combine the functions of the Ypsilanti Parks Commission and the Art Commission into one Commission named the Ypsilanti Parks and Art Commission.

Sec. 80-2 Ypsilanti Parks and Art Commission.

The Ypsilanti Parks and Art Commission is hereby established.

Sec. 80-3 Advisory.

The Ypsilanti Parks and Art Commission is strictly advisory. The Commission does not have the power to exercise governmental or proprietary authority or perform a governmental or proprietary function and is not subject to the Michigan Open Meetings Act.

Sec. 80-4 Composition'

The Ypsilanti Parks and Art Commission shall consist of not less than three (3) nor more than eleven (11) members, with no more than three non-residents nominated by the mayor or two council members and approved by at least 5 members of city council.

Sec. 80-5 Term of office.

Members shall serve terms of three (3) years. Terms shall be staggered so at least three (3) member terms are rotated each year.

Sec. 80-5 By-laws.

The Commission shall set its own by-laws, subject to the approval of city council. By-laws shall include as a minimum of at least three members present to make decisions, officers, meetings, minutes, posting of minutes, procedure and an annual in-person report to city council. Commission by-laws shall be posted on the city web site.

Sec 80-6 Purpose and Powers.

The Commission shall investigate, review, study, examine and explore and debate all areas concerning the parks in the city and art in the city and provide recommendations to City Council on parks and art in the city.

The Commission shall have all the customary powers of an Ypsilanti Board or Commission to carry out its purpose, but no power to contract, hire or fire or direct any city employee or bind the city without city council approval.

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

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

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

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

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

days after adoption.

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

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published according to
Section 11.13 of the City Charter on the _____ day of _____, 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 _____ day of _____, 2023.

Andrew Hellenga, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____

RESOLUTION NO. 17-_____

, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "" be approved on first reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2023-153
August 1, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS; a Community Benefits Committee was appointed to negotiate an agreement for a Payment in Lieu of Taxes (PILOT), for the development of 206-210 N Washington; and

WHEREAS; in order to properly negotiate said agreement the committee is asking to extend the deadline of sixty days as provided by Ordinance 1325; and

WHEREAS; the committee is requesting an additional thirty-days moving the deadline from August 20th to September 20th.

NOW THEREFORE BE IT RESOLVED; That the City Council of the City of Ypsilanti approves the committee's request and extends the deadline to September 20th.

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 1 day of August 2023

#Resolution No. 2023-153



Resolution No. 2023-154
August 1, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS; The City of Ypsilanti's Bicentennial falls on August 19, 2023; and

WHEREAS; a Committee was formed, by approval of Resolution No. 2022-061 to plan celebrations throughout the year 2023; and

WHEREAS; the Committee has planned an event on the date of the bicentennial at Riverside Park; and

WHEREAS; the Chamber of Commerce has secured a special events liquor license through the Michigan Liquor Control Commission for a beer tent during the celebration; and

WHEREAS; the sale on alcohol will be confined to a specified tent and have properly trained staff serving in a responsible manner.

NOW THEREFORE BE IT RESOLVED; that the City Council of the City of Ypsilanti hereby approve the sale of alcohol in Riverside Park on August 19, 2023 in concert with the city's bicentennial celebration.

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
1 day of August 2023

#Resolution No. 2023-154



Resolution No. 2023-155
August 1, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti adopted a Special Events Policy, and pursuant to the policy, the City may co-sponsor an event if it is of general interest to the public and advances the City's public image; and

WHEREAS, this year the Parkridge Summer Festival and Joe Dulin Community Day will take place Saturday, August 26th in Parkridge Park; and

WHEREAS, the Parkridge Summer Festival and Joe Dulin Community Day event organizer is requesting that the City be a co-sponsor of the 2023 event by providing a donation of \$1,200; and

WHEREAS, City Council agrees that becoming a co-sponsor of the 2023 Parkridge Summer Festival and Joe Dulin Community Day would be in the general interest of the public and advance the City's public image;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the request to be a sponsor of the 2023 Parkridge Summer Festival and Joe Dulin Community Day by providing a donation in the amount of \$1,200.

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
1 day of August 2023

#Resolution No. 2023-155



July 28, 2023

City of Ypsilanti
101. S Huron
Ypsilanti MI 48197

Re: Parkridge Summerfest and Joe Dulin Day Community Day

Dear ,

My name is Anthony Williamson and I am Chairperson of the Parkridge Summer Festival, a local grass roots organization that has held the Parkridge Summer Festival and Joe Dulin Community Day since 2012. I'm writing to ask for your support in sponsoring our annual community event, Parkridge SummerFest and Joe Dulin Day, scheduled for Saturday, August 26th from 11am – 6pm. **Our goal is to raise \$5,000 in monetary and in-kind donations to provide free food, beverages and entertainment to event guests. We are requesting financial support in the amount of up to \$1,200 which could include park rental waivers and other city services.**

Parkridge SummerFest and Joe Dulin Day is an opportunity for the community to come together and celebrate the end of summer while also allowing families to access vital resources available to them throughout Washtenaw County.

Resources will include a large public health services tent sponsored by Michigan Medicine, free expungement assistance via the Washtenaw County Prosecutor's Office, a sign-up table for residents to enroll in direct assistance programs to pay for outstanding water and sewer bills via the Washtenaw County Office of Community and Economic Development – just to name a few.

Your support of the 2023 Parkridge SummerFest & Joe Dulin Day will help hundreds of residents in accessing local community and social services. Please consider a contribution today.

Thank you for your time and consideration. I look forward to hearing from you, either way.

If you have any questions or would like to know more about event sponsorship, please contact me at (734) 635-5246 or via email awill@wccnet.edu.

Sincerely,

Anthony Williamson



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: August 1, 2023
SUBJECT: Agreement between Ypsilanti Police Department and County Sheriff

DESCRIPTION:

Agreement between Ypsilanti Police Department and County Sheriff

SUMMARY:

Police Chief Kirk Moore negotiated an agreement with the Washtenaw County Sheriff to give temporary investigative help in certain very serious cases. While it is customary for police departments to have other departments investigate select cases as part of the management and direction of police services, for transparency I recommend that City Council approve the temporary arrangement as evidenced in the attached contract for investigative services.

ATTACHMENTS: Proposed Resolution to approve contract

RECOMMENDED ACTION: Adoption of the contract

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-156
August 1, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City of Ypsilanti and Washtenaw County Sheriff have agreed on temporary investigative assistance and put the agreement into writing,

Now Therefore the

**MEMORANDUM OF AGREEMENT WASHTENAW COUNTY SHERIFF
AND YPSILANTI POLICE DEPARTMENT INTERAGENCY PLAN AND
AGREEMENT TEMPORARY INVESTIGATIVE ASSISTANCE**

Is approved and the Police Chief is authorized to sign the agreement, 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 1 day of August 2023

#Resolution No. 2023-156

**Memorandum of Agreement
Washtenaw County Sheriff and Ypsilanti Police Department
Interagency Plan and Agreement – Temporary Investigative Assistance**

At the request of the City of Ypsilanti ("City"), this operational plan provides the framework under which the Sheriff's Office will provide temporary, limited investigative assistance and support to the City of Ypsilanti Police Department (YPD) as a part of a shared interagency crime response effort.

I. TYPE OF PLAN AND AGREEMENT

- A. Temporary, Limited Interagency Investigative Assistance and Support – City of Ypsilanti
- B. At the Sheriff's direction, the Sheriff's Office will provide temporary, limited investigative assistance to the City of Ypsilanti Police Department for the investigation of serious crimes necessitating resources beyond the present capability of the YPD, for a period of 120 days (approximately 4 months).

II. SCOPE AND PURPOSE

- A. This operational plan and agreement establish the purpose and provisions for providing investigative assistance to Ypsilanti PD.
- B. Its purpose, i.e., mission and desired outcome, is the efficient and effective response to, and investigation of identified serious crimes in 1) the protection of and service to the City of Ypsilanti and its communities, and 2) in support of the YPD.
- C. The plan recognizes the mutually beneficial value of collaborating to support, compliment, and aid in the investigation of serious crimes and related crime prevention as identified within this plan.
- D. It in no way binds, constricts or limits the Sheriff, in their sole and exclusive discretion, in any action they may deem appropriate or necessary at any time for the execution of the duties and responsibilities of their Office.

III. GENERAL PROVISIONS

- A. If requested, the Sheriff's Office will assume sole and exclusive responsibility for the complete investigation of an apparent crime in accordance with Sheriff's Office policy, procedure, and practices.

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1. This may include the investigation of any suspected crimes that may be connected to the original investigation unless, by mutual agreement, the YPD assumes responsibility for the investigation.
 2. It is expected that the YPD will allocate resources to support the Sheriff's Office in initial response and investigative steps. E.g., providing scene security, immediate local neighborhood canvas, and other such established and best investigative practices.
 3. Should any issues or concerns arise, timely open communication is encouraged and expected in the interest of prompt response and timely investigative activity.
 4. The Sheriff's Office has sole and exclusive discretion as to whether to assume responsibility for an investigation or not.
- B. Serious crimes in the context of this operational plan include but may not be limited to:
1. Homicides
 2. Attempted Murder
 3. Suspicious Deaths
 4. Other high-profile crimes
- C. Policy and Procedure: In all cases and circumstances, Sheriff's Office policy and procedure will govern actions taken. Where there may be a conflict between Sheriff's Office and YPD policy and procedure in any aspect of an investigation the Sheriff's Office has agreed to assume responsibility for, Sheriff's Office policy and procedure will govern.
- D. It is understood that in the event the Sheriff's Office is unable to respond to a request for assistance in accordance with this plan and agreement due to unforeseen circumstances or other reasons, the YPD may require the assistance of other resources, e.g., Eastern Michigan University Police, Michigan State Police, etc.

IV. PROCEDURAL GUIDELINES

- A. Requests for Investigative Assistance
1. The preferred choice is for YPD to handle all calls for service, including high profile cases, within their jurisdiction.

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Interagency Plan and Agreement – Temporary Investigative Assistance

2. However, when the nature of a call for service is such that the responding/reporting officer requests the assistance of the Sheriff's Office in accordance with this plan and agreement:
 - a. YPD command will make the request to a Sheriff's Office on-duty command officer, provide an overview of the nature of the incident, and hold the scene.
 - b. Sheriff's Office command will receive and assess the information and contact the Detective Lieutenant or Operational Lieutenant in their absence, as is currently done for incidents in jurisdictions policed by the Sheriff, i.e., the process is the same.
3. Incidents outside of those listed above will be authorized or denied at the discretion of the Division Commander, or in their absence, the Captain.
 - a. Consideration will be given to the nature of the request, seriousness of the offense, impact on the community, quality of evidence present, current workload, available resources, and other relevant variables.
 - b. Certain cases may result in Sheriff's Office personnel, e.g., trained evidence technicians, providing technical assistance while the assigned YPD patrol officer remains the officer in charge (OIC) of the case.

B. Command and Control (Supervision)

1. All activities engaged in by Sheriff's Office personnel will be conducted in accordance with Sheriff's Office policy and procedure.
2. Cases investigated by the Sheriff's Office will fall under the sole and exclusive control and responsibility of the Office, including:
 - a. evidence handling and chain of custody,
 - b. reports,
 - c. investigative follow up,
 - d. warrant submission,
 - e. court proceedings, and
 - f. all other aspects of the investigation deemed necessary by the Sheriff or their designee.

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Washtenaw County Sheriff and Ypsilanti Police Department
Interagency Plan and Agreement – Temporary Investigative Assistance

3. Follow-up and any requests related to an incident will be relayed through the Sheriff's Office Detective or Operational Lieutenant to YPD command and the YPD Chief, unless otherwise directed.

C. Scene Responsibilities

1. The Sheriff's Office will assume investigative responsibility for the following crime categories:

- a. Murder/Homicide and or attempted murder where an individual is injured by a firearm or other obvious weapon.

- i. Shots fired and or incidents where there is only property damage will be handled by the YPD.

- b. Suspicious deaths not including overdoses, suicides, or other death investigations.

- i. A suspicious death is one that, at face value and with evidence present, could be ruled a homicide.

- ii. If first responding YPD Officers and YPD Command feel the death is suspicious in nature they may contact Sheriff's Office on-duty command, provide an overview of the nature of the incident, and hold the scene. (See IV., A., 2. Above.)

- c. Assaults likely resulting in death.

- d. Kidnapping, unless YPD will handle.

- e. Criminal Sexual Conduct (CSC) 1st, 2nd, or 3rd Degree where force was used.

- f. Personal injury crashes resulting in serious injury or death.

- g. Other serious cases will be determined and agreed to on a case-by-case basis by the Detective Lieutenant, Captain, and/or Commander.

2. The YPD will handle all other calls for service in addition to:

- a. All other calls within city jurisdiction not listed above.

- b. All Law Enforcement Notifications (LENS).

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- c. Hospital Guard resulting from cases taken by the Sheriff's Office (pre-arraignment).
- d. Scene security while Sheriff's Office personnel are processing a scene.
- e. Neighborhood canvasses unless otherwise directed by Sheriff's Office personnel.
- f. Current open and unsolved homicides, attempt murders, and other major cases.

D. Case Management

- 1. Sheriff's Office staff will assume all case management responsibilities for incidents where the Sheriff's Office is the agency in charge.
- 2. Case reports submitted by YPD when the case is turned over to the Sheriff's Office should be completed as an "Assist Other Agency" report.
 - a. The Det. Lieutenant or Captain will review all YPD CLEMIS assist other reports for incidents the Sheriff's Office has assumed responsibility for.
 - b. If corrections are required to be made to those reports, the Det. Lieutenant or Captain will contact on-duty YPD Command requesting the changes be made, followed up by an email sent to YPD Command and the YPD Chief.
 - i. It is agreed that all required corrections will be made as timely as possible to preserve investigative continuity and integrity.
 - ii. Discussion regarding the required correction(s) is encouraged. Where there may be disagreement, the decision of the Det. Lieutenant or Captain will prevail.

E. Access to Information

- 1. YPD will allow access to AXON and create a sign on into CLEMIS for Captain Hansen (AXON, CLEMIS), Det. Lieutenant Teets (AXON, CLEMIS), and Sgt. Beever (AXON, CLEMIS) for investigative purposes.

F. Conflict Resolution

**Memorandum of Agreement
Washtenaw County Sheriff and Ypsilanti Police Department
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1. Recognizing that the command and control of Sheriff's Office criminal investigations rests solely and exclusively with the Office of the Sheriff, conflicts that may occur or are anticipated will be communicated to and resolved collaboratively with the designated YPD command.
 - a. Should any issues be unable to be resolved at the above level, they will be referred to the Sheriff's Office Police Services Commander and the YPD Chief.

G. Confidentiality

1. As a result of this operational plan and agreement, the City and YPD command, officers, and support staff may collect, access, receive, and/or be privy to information which by itself or by implication is confidential, sensitive, protected by law, or proprietary.
2. As such and as the originating agency, all investigative reports, records, and documentation of any kind for investigations conducted by the Sheriff's Office at the request of YPD belong to the Sheriff.
 - a. YPD command, officers and support staff agree not to share or disclose any such information they may collect, access, receive, document, and/or be privy to regarding any investigation or investigative activity the Sheriff's Office has assumed responsibility for at the request of the YPD.
 - b. Such information may not be released by the City or the YPD under any circumstances, except to the extent that such disclosure may be required by law.
 - i. FOIA: Ensuring that reports are not inadvertently released involving on-going major investigations the Sheriff's Office has assumed responsibility for in the City of Ypsilanti, the YPD will note in the STATUS section at the end of all Assist Other Agency reports that:

"This report is a part of an in-process, ongoing investigation by the Sheriff's Office and may not be released without the permission of the Sheriff's Office."

- c. The Sheriff's Office will be notified of or have forwarded to the Sheriff's Office any requests for copies of reports or documentation,

**Memorandum of Agreement
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or outside inquiries regarding an investigation conducted by the Sheriff's Office that are received by the City or the YPD.

H. Operational Quality Assurance

1. This plan and agreement will be reviewed by the Sheriff, YPD Chief, and involved Sheriff's command every thirty (30) days to ensure plan efficiency, effectiveness, value, and to provide for continuous improvement, unless the Sheriff and Chief agree that there is no need to meet to review the plan.

I. Modifications to this Operational Plan

1. Any plan modifications, changes or adjustments will be discussed and collaboratively implemented as may be appropriate, considering the purpose and intended outcomes of the plan and agreement.
2. Any modifications or changes to this operational plan and agreement will be made in writing in the body of the plan itself or as an appendix and will be reviewed and signed by Sheriff and the YPD Chief.

V. DURATION

- A. The operational plan will take effect once signed by both the YPD Chief of Police and the Sheriff.
- B. It will remain in effect for 120 days (approximately 4 months) unless ended mutually or individually by the YPD Chief of Police or the Sheriff or extended.
- C. Both agencies will convene every 30 days, unless otherwise needed sooner, to evaluate and decide next action steps or necessary modifications to this agreement moving forward.

Start: Mon 08/07/2023 (Date of Both Signatures)

End: Fri 11/10/2023

VI. ATTACHMENTS

- A. July 24th, 2023, Letter from Chief Kirk L. Moore, requesting departmental aid.

**Memorandum of Agreement
Washtenaw County Sheriff and Ypsilanti Police Department
Interagency Plan and Agreement – Temporary Investigative Assistance**

Kirk L Moore, Chief of Police
Ypsilanti Police Department

Date

Jerry L. Clayton
Sheriff

Date

DRAFT



CITY MANAGER PERFORMANCE EVALUATION 2023

Evaluation Instructions

This evaluation is a critical look at the performance of the City Manager. This is also an introspective look at the relationship between the City Council and the City Manager; a communication and an opportunity on the part of the City Council to align expectations. It is an opportunity to re-establish the goals and objectives for the City of Ypsilanti. **It should be a positive exchange and learning process for both parties.**

Responsibilities

To provide an accurate evaluation, it is recommended that City Council members keep personal notations on a regular basis so as to be able to refresh individual memories at the time the evaluation process begins. These personal notations should not be shared with other members of the City Council. In order to meet the objectives of a fair and unbiased evaluation it is important to have evaluations from all members.

Forms and Process

The following evaluation will consist of several categories for which the City Manager is responsible or has regular involvement. A five-point assessment scale is provided in order to provide a numerical value to each question and/or category. A score of 1 would be unsatisfactory while a score of 5 would be exceptional. If you feel that you do not have enough information in which to rate a particular category, you may leave it blank and it will not be included as part of the tabulations.

Evaluations will be signed and should be completed independently. Comments in the comment area should be used to support numerical point assessments. All evaluations will be submitted to the Mayor for tabulation. After tabulation, a meeting will be set for an oral evaluation based on written evaluations. This meeting may be a closed session at the request of the City Manager. It is hoped that a positive free flowing oral discussion will provide the City Manager with the direction of the City Council for the future.

To aid in the discussion of the evaluation, the City Manager will use the same form for a self-evaluation. The City Manager's self-evaluation will be completed and given to the Mayor prior to the evaluation forms being sent to the City Council. Each member of the City Council will receive the City Manager's self-evaluation and Job Description, along with a blank evaluation form to be completed and returned to the Mayor for tabulation.

The Mayor will provide a Tabulation Summary Page to the City Manager and each member of the City Council. This page will include individual council members (but not identified by name) scoring, as well as a combined score of the board. Also, on this page will be the City Manager's self-evaluation score. Additionally, there will be a summary of notations, listed by question categories, or City Council comments. After the oral evaluation, the Tabulation Summary, subject to changes by the Council at the evaluation, will be kept as a permanent record. The evaluations themselves will be destroyed.

There are no perfect evaluations but this should be a thoughtful, sensitive, positive, and effective attempt to move forward the needs of the City of Ypsilanti.

CITY OF YPSILANTI CITY MANAGER EVALUATION

RATING:

5 = Outstanding Performance

4 = Good Performance

3 = Satisfactory Performance

2 = Needs strengthening

1 = Unsatisfactory

Fiscal Management	RATING
	54321
1. Plans and prepares the annual budget with the input of the Mayor and the City Council with documentation and full explanation of the annual budget.	
2. Administers the adopted budget within the framework of the approved revenues and expenditures. Prepares and presents to the City Council appropriate budgetary transfers, as necessary.	
3. Plans and provides for a system of reports, as requested, for the City Council to evaluate expenses and revenues.	
4. Analyzes financial condition of the city and proposes to City Council short-term and long-range plans with the necessary information especially as it relates to bonding or borrowing of funds.	
5. Plans for, organizes, and supervises the most economical utilizations of staffing, materials, and equipment for City services.	
6. Plans and provides for future economic growth in relationship to projected revenues and expenditures.	
COMMENTS/SUGGESTIONS: 	
Intergovernmental Relationships	RATING
	54321
1. Maintains awareness of developments and plans in other jurisdictions, which may impact the City.	
2. Effectively communicates with other governmental entities or outside parties, which the City may be involved with or become involved while maintaining a professional image of self and the City.	
3. Attends and relays appropriate information from current intergovernmental agreement meetings to the City Council.	
4. Willingness to participate with other governmental entities in potential resource or equipment sharing as appropriate.	

COMMENTS/SUGGESTIONS:**Relationship with the Public****RATING**

54321

1. Establishes and maintains an image of the City of Ypsilanti to the community that represents service, enthusiasm, and professionalism.

2. Establishes and maintains a liaison with private organizations, service groups or individuals involved in areas of concern that relate to the service or activities of the City.

3. Participates in city-sponsored community activities and affairs in an effort to build strong, positive community relationships.

COMMENTS/SUGGESTIONS:**Management of Employees****RATING**

54321

1. Develops and executes consistent, fair, and fiscally sound personnel procedures and practices.

2. Plans, organizes, and maintains appropriate training and development of staff to maximize performance.

3. Maintains contact and professional interaction with employees at all levels of the organization.

4. Periodically reviews and reorganizes staffing levels, staff duties, and/or staff responsibilities to take full advantage of the staff's competencies.

5. Supervises overall operations of the city and insists on competent and efficient performance from staff.

COMMENTS/SUGGESTIONS:**Relationship with City Council****RATING**

54321

1. Maintains effective communication, both verbal and written, with the City Council and provides information needed for City Council in a timely manner.

2. Maintains a system of regular and timely reporting to the City Council of current City plans and activities.

3. Provides for clear presentations to the City Council in the most concise, clear and comprehensive manner possible.	
4. Provides the City Council with all perspectives of an issue and provides a recommendation and reason to support that recommendation.	
5. Maintains availability to City Council and communicates as a liaison between the City Council and city staff.	

COMMENTS/SUGGESTIONS:

Leadership & Professionalism	RATING			
	5	4	3	2

1. Administers the city in accordance with Michigan statutes and the ordinances, rules, regulations, and policies adopted by the City Council.	
2. Seeks and supports professional improvement through pertinent seminars and conferences, etc. in order to maintain current knowledge of developments in city management and municipal government.	
3. Demonstrates a willingness to adapt and work cooperatively with others.	
4. Demonstrates the ability to reach timely decisions and initiate action.	

COMMENTS/SUGGESTIONS:

OTHER COMMENTS THAT MAY BE RELEVANT TO THIS EVALUATION:

_____ Signature

_____ Date



CITY CLERK PERFORMANCE EVALUATION 2023

Evaluation Instructions

This evaluation is a critical look at the performance of the City Clerk. This is also an introspective look at the relationship between the City Council and the City Clerk; a communication and an opportunity on the part of the City Council to align expectations. It is an opportunity to re-establish the goals and objectives for the City of Ypsilanti. **It should be a positive exchange and learning process for both parties.**

Responsibilities

To provide an accurate evaluation, it is recommended that City Council members keep personal notations on a regular basis so as to be able to refresh individual memories at the time the evaluation process begins. These personal notations should not be shared with other members of the City Council. In order to meet the objectives of a fair and unbiased evaluation it is important to have evaluations from all members.

Forms and Process

The following evaluation will consist of several categories for which the City Clerk is responsible or has regular involvement. A five-point assessment scale is provided in order to provide a numerical value to each question and/or category. A score of 1 would be unsatisfactory while a score of 5 would be exceptional. If you feel that you do not have enough information in which to rate a particular category, you may leave it blank and it will not be included as part of the tabulations.

Evaluations will be signed and should be completed independently. Comments in the comment area should be used to support numerical point assessments. All evaluations will be submitted to the Mayor for tabulation. After tabulation, a meeting will be set for an oral evaluation based on written evaluations. This meeting may be a closed session at the request of the City Clerk. It is hoped that a positive free flowing oral discussion will provide the City Clerk with the direction of the City Council for the future.

To aid in the discussion of the evaluation, the City Clerk will use the same form for a self-evaluation. The City Clerk's self-evaluation will be completed and given to the Mayor prior to the evaluation forms being sent to the City Council. Each member of the City Council will receive the City Clerk's self-evaluation and Job Description, along with a blank evaluation form to be completed and returned to the Mayor for tabulation.

The Mayor will provide a Tabulation Summary Page to the City Clerk and each member of the City Council. This page will include individual council members (but not identified by name) scoring, as well as a combined score of the board. Also, on this page will be the City Clerk's self-evaluation score. Additionally, there will be a summary of notations, listed by question categories, or City Council comments. After the oral evaluation, the Tabulation Summary, subject to changes by the Council at the evaluation, will be kept as a permanent record. The evaluations themselves will be destroyed.

There are no perfect evaluations but this should be a thoughtful, sensitive, positive, and effective attempt to move forward the needs of the City of Ypsilanti.

CITY OF YPSILANTI CITY CLERK EVALUATION

RATING:

- 5 = Outstanding Performance
- 4 = Good Performance
- 3 = Satisfactory Performance
- 2 = Needs strengthening
- 1 = Unsatisfactory

CLERK OFFICE DUTIES/RECORDS MANAGEMENT	RATING
1. Attends all regular and special meetings of City Council and successfully provides accurate official minutes of the proceedings.	54321
2. Packets for City Council meetings are timely, complete and contain all necessary materials for meetings.	
3. Ensures for proper staffing/administration of the City's various boards and commissions meetings for minute taking and record keeping as required.	
4. Publishes all City notices and ordinances as required by law.	
5. Properly maintains custody of City documents and records and effectively manages for retrieval, access, and use, as appropriate.	
6. Maintains and handles information and records in a way to convey the message that the affairs of the City of Ypsilanti are open to public scrutiny.	
COMMENTS/SUGGESTIONS: 	
ELECTIONS MANAGEMENT	RATING
1. Effectively oversees administration of all procedures related to elections held in the City of Ypsilanti as required by State law and City Charter.	54321
2. Exhibits knowledge of principles and practices of pertinent election law and executes accordingly.	
COMMENTS/SUGGESTIONS: 	

	RATING
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RELATIONSHIP WITH THE PUBLIC				5	4	3	2	1
1. Establishes and maintains an image of the City of Ypsilanti to the community that represents service, integrity, and professionalism by handling affairs of the office in a fair and impartial manner.								
2. Properly delivers service to customers by providing accurate information and maximizing access to municipal government in an efficient, timely, and courteous manner.								
3. Consistently delivers a high level of customer service to the public that is pleasant and positive with a willingness to go above and beyond.								
COMMENTS/SUGGESTIONS:								
MANAGEMENT OF STAFF				RATING				
				5	4	3	2	1
1. Manages staff effectively and ensures a high level of integrity and honesty in performance of work duties.								
2. Plans, organizes, and maintains appropriate training and development of staff to maximize performance and ensure compliance with appropriate laws, ordinances, policies, and procedures, etc.								
3. Periodically reviews and reorganizes staffing levels, staff duties, and/or staff responsibilities to take full advantage of the staff's competencies.								
4. Maintains professional interaction with employees at all levels of the organization.								
COMMENTS/SUGGESTIONS:								
RELATIONSHIP WITH CITY COUNCIL				RATING				
				5	4	3	2	1
1. Maintains effective communication, both verbal and written, with the City Council and provides information needed for City Council in a timely manner.								
2. Supports and executes the actions of the City Council using the City Charter and applicable laws and procedures as a guide.								
3. Maintains availability to City Council and communicates as a liaison between the City Council and the Clerk's Office.								
COMMENTS/SUGGESTIONS:								

LEADERSHIP & PROFESSIONALISM				RATING				
				5	4	3	2	1
1. Seeks and supports professional improvement through pertinent training, seminars, and conferences, etc. in order to maintain current knowledge of developments affecting the practice of local government and elections management.								
2. Explores and utilizes best practices in management and technology to ensure efficient and effective operations in execution of duties.								
3. Demonstrates a willingness to adapt and work cooperatively with others.								
4. Consistently makes service to the City a priority over personal interests.								
COMMENTS/SUGGESTIONS:								

OTHER COMMENTS THAT MAY BE RELEVANT TO THIS EVALUATION:

_____ Signature

_____ Date



Resolution No. 2023-157
August 1, 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
1 day of August 2023

#Resolution No. 2023-157