



CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, September 19, 2023 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[VIRTUAL MEETING](#)

Page

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

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

IV. AGENDA APPROVAL

V. PUBLIC COMMENT (3 MINUTES)

VI.

PRESENTATIONS

- A. A presentation from Mariah Zeisberg regarding Corsi-Rosenthal boxes.

VII. CONSENT AGENDA

- 4** A. Resolution No. 2023-176, approving the Consent Agenda.
[2023-176 - Pdf](#)
- 5 - 14** B. Resolution No. 2023-177, approving the Minutes of the September 5th, 2023, City Council meeting.
[2023-177 - Pdf](#)
- 15 - 19** C. Resolution No. 2023-178, approving Ordinance 1419, an ordinance entitled, "An ordinance to amend City Code section 78-100(13) to prohibit smoking in city buildings and tot-lot playgrounds and within 15 feet of any play structure in any city park." **(Second reading)**
[2023-178 - Pdf](#)

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 20 - 22** A. Resolution No. 2023-179, expressing support for the repeal of the State of Michigan Rent Control Preemption.
[2023-179 - Pdf](#)

- 23 - 36**
- B. Resolution No. 2023-180, approving an extension of the contract with Governmental Consulting Services, Inc, to September 30, 2024.
[2023-180 - Pdf](#)
- C. Resolution 2023-181, approving a Memorandum of Understanding from the Huron River Watershed Council regarding the Penn Dam.
- 37 - 38**
- D. Resolution No. 2023-182, approving a budget amendment for the purchase of a vehicle for the fire department.
[2023-182 - Pdf](#)
- 39 - 70**
- E. Resolution No. 2023-183, approving an agreement to partner with Washtenaw County to administer nine days of early voting in accordance with Michigan Proposal 2022-2.
[2023-183 - Pdf](#)
- 71 - 73**
- F. Resolution No. 2023-184, approving appointments to boards and commissions.
[2023-184 - Pdf](#)
- G. Resolution 2023-185, approving a Memorandum of Understanding from the Huron River Watershed Council regarding the Penn Dam.

IX. BOARD AND COMMISSION - LIAISON REPORTS

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

X. LIAISON REPORTS

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

XI. COUNCIL PROPOSED BUSINESS

XII. COMMUNICATIONS FROM THE MAYOR

XIII. COMMUNICATIONS FROM THE CITY MANAGER

XIV. PUBLIC COMMENT (3 MINUTES)

XV. ADJOURNMENT

- 74**
- A. Resolution No. 2023-186, adjourning the City Council Meeting.
[2023-186 - 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. 2023-176
September 19, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2023-177, approving the minutes of the September 5, 2023, City Council meeting.**
2. **Resolution No. 2023-178, approving Ordinance 1419, an ordinance entitled, "An ordinance to amend City Code section 78-100(13) to prohibit smoking in city buildings and tot-lot playgrounds and within 15 feet of any play structure in any city park." (Second 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 19 day of September 2023

#Resolution No. 2023-176



Resolution No. 2023-177
September 19, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the September 5th, 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
19 day of September 2023

#Resolution No. 2023-177



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, September 5, 2023
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, September 5, 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:

1 CALL TO ORDER

The meeting was called to order at 7:00 PM.

2 ROLL CALL

3 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.

4 AGENDA APPROVAL

Council Member King requested to move Item H, a discussion regarding housing and community safety, to the top of the Resolutions/Motions/Discussions section.

Council Member J. Symanns moved to approve the agenda as amended, seconded by Council Member Tooson. On a voice vote, the motion carried.
Yes - 7, No - 0

5 PRESENTATIONS

6 PUBLIC COMMENT (3 MINUTES)

Thirty-six members of the public made comments.

7 ORDINANCES FIRST READING

- a) Ordinance 1409, an ordinance entitled "An ordinance to amend City Code section 78-100(13) to prohibit smoking in city buildings and tot-lot playgrounds and within 15 feet of any play structure in any city park."
1. Resolution No. 2023-160, determination
 2. Public Hearing
 3. Resolution No. 2023-161, closing the public hearing

Mayor Pro-Tem Steven Wilcoxen moved, seconded by Council Member Evan Sweet, to approve Resolution No. 2023-160.

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

An Ordinance entitled "An ordinance to amend City Code section 78-100(13) to prohibit smoking in city buildings and tot-lot playgrounds and within 15 feet of any play structure in any city park" Be adopted on first reading.

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

Mayor Pro-Tem Steven Wilcoxen moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2023-161.

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

The public hearing for an ordinance entitled "An ordinance to amend City Code section 78-100(13) to prohibit smoking in city buildings and tot-lot playgrounds and within 15 feet of any play structure in any city park" be officially closed.

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

8 CONSENT AGENDA

- a) Resolution No. 2023-162, approving the Consent Agenda.

Council Member Evan Sweet moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2023-162.

That the following items be approved:

1. **Resolution No. 2023-163, approving the minutes of the August 1 and August 8, 2023, City Council meetings.**
2. **Resolution No. 2023-164, approving John S. Gilbreath Jr. as an Administrative Hearings Bureau Officer for the City of Ypsilanti as appointed by the acting City Manager.**

3. **Resolution No. 2023-165, approving Daniel DuChene as an Administrative Hearings Bureau Officer for the City of Ypsilanti as appointed by the acting City Manager.**
4. **Resolution No. 2023-166, approving Jacob Hutchins as the City of Ypsilanti's MERS Employee Delegate at the MERS Annual Meeting September 28th-29th, 2023, at the Detroit Marriott Renaissance Center.**
5. **Resolution No. 2023-167, approving the extension of the Grance Sweeney Solar Rebate Program for 5 years.**

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

- b) Resolution No. 2023-163, approving the Minutes of the August 1st and August 8th, 2023, City Council meetings.
- c) Resolution No. 2023-164, approving John S. Gilbreath Jr. as an Administrative Hearings Bureau Officer.
- d) Resolution No. 2023-165, approving Daniel DuChene as an Administrative Hearings Bureau Officer.
- e) Resolution No. 2023-166, approving Jacob Hutchins as the city's MERS delegate.
- f) Resolution No. 2023-167, approving the extension of the Grace Sweeney Solar Rebate Program for 5 years.

9 RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Discussion regarding housing and community safety

A lengthy discussion during which council addressed the public comments and discussed possible next steps.

Mayor Pro-Tem Steven Wilcoxon moved, seconded by Council Member Roland Tooson, to extend the meeting time 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. 2023-168, approving a Fireworks Display Permit at Eastern Michigan University on November 14th, 2023.

Council Member Roland Tooson moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2023-168.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, Chris Pappas of ACE Pyro, LLC, on behalf of the Eastern Michigan University Athletic Department has applied for a fireworks permit to allow a fireworks display at Eastern Michigan University's Rynerson Stadium. The fireworks are scheduled on September 1st, September 16th, October 7th, October 14th, October 28th, and November 14th, 2023; and

Whereas, ACE Pyro, LLC will operate the display and has obtained public liability insurance in the amount of \$10,000,000 and has added the City of Ypsilanti as an additional insured; and

WHEREAS, City Council previously approved the September 1st, September 16th, October 7th, October 14th, and October 28th, 2023, dates at the August 8th, 2023, meeting; and

WHEREAS, At the August 8th meeting, City Council requested more information before approving the November 14th, 2023, date due to possible disruptions of a fireworks display on a weeknight; and

WHEREAS, Chris Pappas appeared at the September 5th, 2023, City Council meeting to provide Council with the requested information.

Now therefore be it resolved that the Ypsilanti City Council approves a Fireworks Display Permit for November 14th, 2023, subject to the inspection and approval of the Ypsilanti Fire Department.

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

- c) Resolution No. 2023-169, approving a process for Letters of Agreement with collective bargaining groups.

Council Member Jennifer Symanns moved, seconded by Council Member Roland Tooson, to approve Resolution No. 2023-169.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

that the City Manager is empowered to approve or refer to Council for review Letters of Agreement for minor amendments to collective bargaining agreements, unless other specified in the subject contracts.

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

- d) Resolution No. 2023-170, approving a Letter of Agreement regarding DPS Overtime

Council Member Desirae Simmons moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-170.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

that the attached Letter of Agreement be approved, with the Director of Public Services and the Director of Human Resources authorized signatories.

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

- e) Resolution No. 2023-171, approving Aaron Smith as Acting City Clerk and approving pay adjustments for the Acting City Manager and Acting City Clerk.

Council Member Michelle King moved, seconded by Council Member Evan Sweet, to approve Resolution No. 2023-171.

**RESOLUTION ADJUSTING PAY FOR ACTING CITY MANAGER
AND ACTING CITY CLERK**

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

Whereas, Frances McMullan has retired from her position as city manager, and

Whereas the Ypsilanti City Charter provides that the City Clerk become acting city manager when the City Manager is absent, and

Whereas when the City Clerk becomes acting City Manager the Deputy City Clerk becomes acting City Clerk and the City Clerk has a higher pay grade than the Deputy City Clerk, and

Now therefore it be resolved that Andrew Hellenga be formally appointed Acting City Manager, and Aaron Smith be appointed Acting City Clerk.

Be it further resolved that increase in pay for these two positions follow the pay scale as set forth by the salary study approved by Resolution No. 2021-226 on October 19, 2021 the pay of Andrew Hellenga shall be adjusted to 53.834 position for the time he is acting City Manager and the pay of Aaron Smith shall be adjusted to the rate of 39.208 for the time he is acting City Clerk, starting retroactively on August 14, 2023.

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

- f) Resolution No. 2023-172, approving a service and budget for the Executive Search for the City Manager position.

Council Member Evan Sweet moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-172 naming Amy Cell Talent to perform the executive search with a budget not to exceed \$18,500.

THAT Amy Cell Talent is approved to perform the Executive Search for the

City of Ypsilanti City Manager position at an amount not to exceed \$18,500.

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

- g) Resolution No. 2023-173, approving appointments to Boards and Commissions.

Council Member Jennifer Symanns moved, seconded by Council Member Roland Tooson, to approve Resolution No. 2023-173.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
James Fink 206 S. Washington Ypsilanti, MI 48197	Civil Service Commission	6/1/2029
Bryan Foley 425 Ainsworth Circle Ypsilanti, MI 48197	Downtown Development Authority	7/1/2027
Gerald Kreiner 117 E Cross Street Ypsilanti, MI 48198	Downtown Development Authority	7/1/2027
Juanita House 1064 Monroe Ypsilanti, MI 48197	Human Relations Commission	7/1/2026
Olivia Hudson 1064 Monroe Ypsilanti, MI 48197	Human Relations Commission (Youth Membership)	7/1/2026

RESULT:	CARRIED.
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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

- h) Resolution No. 2023-174, approving a mill and overlay of the N Adams Parking Lot in partnership with YCUA.

Council Member King moved, seconded by Council Member Tooson, to amend the resolution to add that the city's portion shall not exceed \$50,000. On a voice vote, the amendment carried.

Yes - 7, No - 0

Council Member Roland Tooson moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-174 as amended.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

that the City enter into an agreement with YCUA for the repaving of the Adams Street lot, subject to review by the City Attorney, with the city's contribution not to exceed \$50,000.

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

10 BOARD AND COMMISSION - COMMUNICATIONS

11 BOARD AND COMMISSION - LIAISON REPORTS

- 1. Police Advisory Commission** - Chief Moore presented about the cadet program. Commissioner Morgan resigned. There was talk of creating a quarterly productivity report to present to council.
- 2. Human Relations Commission** - Should be able to meet soon with the newly added members.
- 3. Arts and Parks and Recreation Commission** - First meeting of the combined commissions will be September 18th at 6:30 PM at city hall. The commission will determine their new combined name. Annual Fall River Day Event is on Sunday, September 24th, at Frog Island Park.
- 4. Sustainability Commission** - The August 14th meeting was cancelled, and the next meeting is September 11th. The commission is working toward creating resiliency hubs.
- 5. Historic District Commission** - No update.
- 6. Planning Commission** - Discussed and planned to move forward with vacating Troy Street off of Forest due to one of the residents of the street creating a barricade. Council should expect this as a future agenda item.
- 7. Zoning Board of Appeals** - No update.

12 LIAISON REPORTS

1. **SEMCOG Update** - No update.
2. **Washtenaw Area Transportation Study** - No meeting last month.
3. **Urban County** - Next meeting is soon.
4. **Ypsilanti Downtown Development Authority** - Downtown business owners discussed concerns with the ongoing construction and public safety issues. Students are being given \$10 gift cards to participating downtown businesses to encourage them to visit downtown.
5. **Friends of Rutherford Pool** - Next meeting is on September 6th. The season ended on Monday, and the pool was nearly at capacity all day. Resurfacing is under process.
6. **Bicentennial Committee** - Successful events on August 19th and 20th. Thank you Katie Jones and Planning Commission for all your hard work.

13 COUNCIL PROPOSED BUSINESS

- **Council Member Tooson** - None in the interest of time.
- **Council Member J. Symanns** - None in the interest of time.
- **Council Member Sweet** - Ward 3 Potluck and Play is 12-2 on September 9th in Frog Island Park. CBO meetings on September 6th and 13th. Next council meeting will have a packet to review and approve from CBO.
- **Mayor Pro-Tem Wilcoxon** - Requested an update regarding sinkholes throughout town from Director Wessler. Will be meeting with Barnes and Barnes regarding their vehicles parking in bike lanes and collisions with cyclists. LCV and WCC collaborative meeting about accessing IRA money was not as informative as it could have been.
- **Council Member D. Simmons** - Urban Institute Upward Mobility Learning Network as a possible resource, applications due soon. Washtenaw County Health Department report on firearm death named suicide and youth gun violence as major causes of firearm death in Ypsilanti. Residents are upset about power outages and want DTE held accountable; larger conversation should be held soon. Ann Arbor for Public Power as an example of an item to discuss. Some historic east side residents near the Dorsey Estates are upset about the project or have concerns about construction logistics; encourage the public to bring complaints or concerns to council rather than staff. Clarification regarding receiving the city newsletter as a text message. Rent Is Too Damn High rally happened in Lansing today. Clarified with Chief Moore that YPD officers have naloxone supplies and training. The library has free supplies outside their building.

Council Member King moved, seconded by Council Member Tooson, to extend the meeting time to 11:30 PM. On a voice vote, the motion carried.

Yes - 6, No - 1 (Mayor Brown)

- **Council Member King** - Block party was a success, thanks to all who came. Thank you everyone who came to tonight's meeting to make public comments. Looking forward to a community input session regarding the issues discussed during today's meeting.

14 COMMUNICATIONS FROM THE MAYOR

Washtenaw County is working to provide portable bathrooms, and FedUp Ministries will provide portable showers to address some of the sanitation issues downtown. FedUp is trying to establish a partnership with the Thrift Shop to provide clean clothes. Thank you to everyone who came tonight to make comments. We are all in this together.

15 COMMUNICATIONS FROM THE CITY MANAGER

Katie Jones will be the staff liaison for the Human Relations Commission. HRC will need to call a special meeting to establish a schedule. Jenni Miller and Katie Jones will be partnering to provide temporary leadership in the Building Department.

16 COMMUNICATIONS

17 PUBLIC COMMENT (3 MINUTES)

Two members of the public made comments.

18 REMARKS FROM THE MAYOR

19 ADJOURNMENT

- a) Resolution No. 2023-175, adjourning the City Council Meeting.

The meeting was adjourned at 11:18 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. 2023-178
September 19, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

the ordinance named "An ordinance to amend City Code section 78-100(13) to prohibit smoking in city buildings and tot-lot playgrounds and within 15 feet of any play structure in any city park, " 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 19 day of September 2023

#Resolution No. 2023-178



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1419**

An ordinance to amend City Code section 78-100(13) to prohibit smoking in city buildings and tot-lot playgrounds and within 15 feet of any play structure in any city park

1. THE CITY OF YPSILANTI HEREBY ORDAINS

That section 78-100 (13) of the Ypsilanti City Code is hereby amended to revise section 78-100 (13) to prohibit smoking in any city building, tot-lot playground or within 15 feet of any play structure in any city park as follows:

• **Sec. 78-100. - Other prohibited activities.**

While in a city park, city owned property or open area, no person shall:

- (1) Use any device transmitting electronically amplified sound, including, but not limited to radios, tape recorders, automobile radios or music amplifiers at a volume so that the sound may be heard by persons of normal sensitivity at a distance of more than 50 feet, except by special permission and permit granted by the chief of police.
- (2) Enter the premises of any swimming pool facility or use any other park facility for which payment is required without making the required payments and being duly admitted to the use of the facility.
- (3) Loiter in or about any restroom/washroom, or use such facilities for purposes other than those intended.
- (4) Carry, possess, sell, use or discharge any weapon, explosives or fireworks without legal authority. The following persons have such legal authority:
 - a. Duly authorized law enforcement officers or officials.
 - b. Members of the United States armed services, army reserve, and national guard while on active duty or reserve or special duty.
 - c. Holders of a valid license to carry concealed weapons while within the restrictions imposed by the license.
 - d. Holders of a special fireworks or explosive permit issued by the city council.
- (5) Make or excite any disturbance so that the peace and good order of other persons using the park, city owned property or open area or persons in the neighborhood of such property are disturbed.
- (6) Interfere with any baseball, football, or hockey game or other authorized event.

- (7) Gamble or maintain a gaming table or pool tickets, used for gaming or knowingly suffer a gaming table or pool tickets to be kept, maintained, played or sold on any park, city owned property or open area except under special event permit.
- (8) Operate powered, line attached model crafts or remote controlled crafts of any kind or description, including but not limited to airplanes, boats and automobiles except in areas set aside for those specific activities.
- (9) Operate any portable electric generator, alternator or other machinery, except by permission and permit granted by the city manager. All departments of the city and all franchise utility companies operating within the city are exempt from this provision.
- (10) Wear footgear that will damage, injure or create need for excessive maintenance on any field, court, deck, floor, turf or specialized surface prepared for particular games or activities. In areas posted with a sign specifying footgear authorized or approved it shall be unlawful for any person to participate in any sports activities in any such area other than with the footgear so designated.
- (11) Enter any body of water for the purpose of swimming, diving, wading, bathing, when such activities are prohibited by signs conspicuously posted.
- (12) Sell, offer to sell, show, hawk, display, or distribute any goods, wares, merchandise or refreshments, or conduct business of any kind, without a peddler's license or special events permit.
- (13) Smoke, light, or carry a lighted pipe, cigar, cigarette, or other smoking devise of any kind in any of the City's tot-lot playgrounds. This prohibition includes the use of any e-cigarette, e-cigar, e-pipe, and any personal vaporizer or electronic nicotine delivery system of any kind In any city building including city hall, police station, fire station, senior center, Rutherford Pool, Freighhouse, DPS buildings, Parkridge Community Center, tot-lot playground, or within 15 feet of the outermost edge of any play structure, rest room or pavilion in any city park (Code 1983, § 3.3(9)—(12), (15), (17), (19)—(23), (26); Ord. No. 1179, § 1, 6-19-2012; Ord. No. 1231, § 1, 11-18-2014; Ord. No. 1241, § 1, 2-17-2015; [Ord. No. 1383](#), 10-5-2021)

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. A complete copy of the ordinance is also available for inspection on the City's website, www.cityofypsilanti.com.

6. 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 _____
DAY OF _____, 2023.

Aaron Smith, Deputy City Clerk

Attest

I do hereby confirm that the above Ordinance No. ____ was published in
Washtenaw Legal News on the _____ day of _____, 2023.

Aaron Smith, Deputy 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.

Aaron Smith, Deputy City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____



Resolution No. 2023-179
September 19, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The mission of the Ypsilanti City Council is to promote the economic, cultural and physical welfare of Ypsilanti citizens and residents through the powers and responsibilities given to us by the City Charter; and

WHEREAS, the City of Ypsilanti's population is 66% renters or tenants based on the 2020 Census;
And

WHEREAS, The Michigan State Housing and Development Authority (MSHDA) found that, as of November 2019, 50% of Michigan rental households are cost-overburdened, which The United States Department of Housing and Urban Development has defined as families who spend more than 30 percent of their household income on housing and "may have difficulty affording necessities such as food, clothing, transportation, and medical care;" and

WHEREAS, Over half (54.6%) of Ypsilanti renters are cost-burdened with respect to housing, and median rent in Michigan rose **nearly 9 percent in the past year** — the ninth-highest increase among all states, according to an August report by [Rent.com](#); but incomes have not been increasing to match this trend, and

WHEREAS, 4,646 households (60%) in the City of Ypsilanti are Asset-Limited, Income Constrained and Employed (ALICE) or in poverty, with 28.9% of the population living in poverty, and

#Resolution No. 2023-179

WHEREAS, In 2018, Washtenaw County's eviction filing rate was 11.3%, placing it 25th among Michigan's 83 counties which means that there was 1 eviction case for every 9 rental housing units in the county; and the City of Ypsilanti's eviction rate was 20.8%, where 92% of cases were filed for non-payment of rent and tenants owed an average of only \$1,110 in back rent and other charges at the time their landlord filed the case, and

WHEREAS, there is no current law to regulate the amount that a landlord can increase rental prices and residents have reported monthly increases up to \$200, and

WHEREAS, MCL 123.411 prohibits local governments from enacting any resolution or ordinance "that would have the effect of controlling the amount of rent charged for leasing private residential property."

WHEREAS, Washtenaw County State Representative Carrie Rheingans introduced HB 4947 on September 7, 2023 to repeal MCL 123.411 with co-sponsorship from our District 32 House Representative, Jimmie Wilson Jr, as well as House Representative Felicia Brabec, and the City Council of Ypsilanti is in support of our legislative colleagues, and

WHEREAS, municipalities facing similar challenges such as Detroit and Pontiac, have also considered and passed similar resolutions, and

WHEREAS, rent control, or rent stabilization, is just one tool that can be used to protect the safety and wellbeing of tenants and is most successful when used in coordination with other renter protections and efforts to provide adequate affordable housing for its citizens,

NOW THEREFORE BE IT RESOLVED, The Ypsilanti City Council strongly urges State Senator Jeff Irwin to introduce or sponsor, and enact legislation rescinding the ban on rent control laws in support of the House Bill;

THEREFORE, BE IT FINALLY RESOLVED, That the Ypsilanti City Clerk is directed to send this resolution to the Ypsilanti delegation of the Michigan State House and Senate, the members of

#Resolution No. 2023-179

both legislative chambers' Housing and other relevant committees, and Governor Gretchen Whitmer.

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 19 day of September 2023

#Resolution No. 2023-179



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: September 19, 2023
SUBJECT: Extend GCSI Contract One Year

DESCRIPTION:

Extend GCSI Contract One Year

SUMMARY:

Governmental Consultant Services, Inc. (GCSI), the city lobbyist in Lansing has a one-year retainer contract with the City that is expiring at the end of September 2023. GCSI is requesting another one-year contract.

A Draft contract for a one-year extension is attached as provided by GCSI.

ATTACHMENTS: Proposed One-year contract.

RECOMMENDED ACTION: Consider contract.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-180
September 19, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That a contract with Governmental Consulting Services, Inc (GSCI) be extended for one year, from October 2023 to September 30, 2024, on the terms set forth in the attached contract, for consideration of \$3,000 per month retainer.

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 19 day of September 2023

#Resolution No. 2023-180

GCSI

Governmental Consultant Services Inc.

Michael D. Hawks
CEO

August 29, 2023

Kirk A. Profit
President

To: Andrew Hellenga
Acting City Manager, City of Ypsilanti

William Zaagman
Vice President

From: Dwayne Gill
Governmental Consultant Services Inc.

Barbara Farrah
Vice President

Marcia Hune
Vice President

GCSI has been working with the State Legislature to obtain funds for the City's municipal needs. Below is a listing of some of the needs that have been articulated to GCSI:

Gary E. Owen
Vice President

Peninsular Paper Dam Risk Reduction Grant

Bob DeVries
Vice President

The city of Ypsilanti and GCSI has been working with EGLE to obtain funding for the Peninsular Paper Dam Risk Reduction. EGLE was able to fund \$3,781,654.00. Peninsular Paper's application initially requested \$4,320,000 in funding. This is partial funding, but EGLE is committed to funding the remaining money of the project during the next budget cycle. The City of Ypsilanti would be encouraged to apply for a subsequent round of funding as needed to complete this project. GCSI will continue to assist the city in obtaining the rest of the funds until completion.

Samantha Zandee
Associate Vice President

Connor Spalding
Associate Vice President

Jon Horford
Associate Vice President

Dwayne Gill
Associate Vice President

State Budget Appropriation (Enhancement Grants)

GCSI has been working closely with the Legislature during the budget process in trying to obtain funding for these critical needs for the City of Ypsilanti:

- DPS Yard Emergency repairs: 500K (critical)
- Cross St Bridge: 3.0 million (The City applied a 3.0 million Grant, but need total of 6.0 million)
- DPS Modernization Study: 50k
- Frog Island: 1.0 million

GCSI has been working to obtain an Enhancement Grant to assist with these critical needs. These needs will be requested in an upcoming state supplemental budget request.

One Michigan Avenue • 120 N. Washington Square, Suite 110 • Lansing, MI 48933
phone: (517) 484-6216 • fax: (517) 484-0140 • www.gcsionline.com

Other Critical Needs

In May of this year GCSI was provided information on other critical needs for the City of Ypsilanti. Ms. Bonnie Wessler provided the below information. We would like to confirm this information with the Acting City Manager.

- *The Fire Department has been operating with (recalled, outlawed) Federal Pacific breakers. To remove/replace those and bring them to a safe and modern standard, we've gotten quotes of around \$20k.*
- *City Hall has asbestos-containing tile in the main stairwell. Due to leaks (both HVAC/boiler and weatherization issues)- some of those tiles are coming up and now need encapsulated or removed/replaced. There's other ACM throughout our various facilities that need remediation as well, but none quite so pressing yet that I am aware of. The last assessment was in the late 90s/early aughts, from what I can see. We haven't yet quoted this work.*
- *HVAC in City Hall needs an overhaul- about \$60-75,000. Parkridge needs a new a/c unit- about \$25,000. Police department needs about \$40,000 in replacements/repairs. Senior Center needs about \$20,000 in HVAC replacements.*
- *The retaining wall behind the Fire & Police stations as well as the concrete in their parking lots – and the foundation for the Police Station – is all slated for repair/replacement in the coming year, much needed. We've budgeted around \$200,000 for all that but it's based on older estimates.*
- *DPS needs a new fuel pump system so that it doesn't lock up in the summer- last quote for that (as well as a modern metering system for accurate tracking) was in the realm of \$50,000.*
- *City Hall doesn't have a functioning security system (burglar alarm, panic buttons, etc.) and the camera systems/security systems in our other facilities aren't up to par either. Looking in the range of \$10-30k. DPS we don't have a plan for access control yet- the layout makes it challenging.*
- *And of course, we just got bids back for the City Hall elevator- to modernize it and maintain ADA access to our building will run about \$435k.*
- *City Hall and our other facilities need updated smoke detectors and emergency exit signage/lights- this one's not too bad and we're in the process of doing it, but is about \$30k.*

GCSI would like to continue to work closely with the Acting City Manager, Mayor, and City Council in identifying other needs and priorities that can be advocated for in Lansing. GCSI respectfully requests to be retained for an additional year contract, at the current rate, to be able to pursue these goals and priorities on behalf of the City.

RETAINER AGREEMENT

THIS AGREEMENT is made October 1, 2023 between GOVERNMENTAL CONSULTANT SERVICES, INC., a Michigan Corporation with its principal office located at 120 N. Washington Square, Suite 110, Lansing, Michigan 48933, First Party, (hereinafter referred to as GCSI), and THE CITY OF YPSILANTI, a Michigan municipal corporation, with offices located at One South Huron Street, Ypsilanti, MI 48197, (hereinafter CITY).

GCSI'S REPRESENTATIONS AND WARRANTIES

1.1 GCSI has been duly organized and validly exists in good standing under the laws of the State of Michigan. GCSI has corporate power to enter into and carry out this Agreement.

1.2 This Agreement has been duly executed and delivered by its appropriate corporate officers and is duly authorized by its Board of Directors.

CITY'S REPRESENTATIONS AND WARRANTIES

2.1 CITY has been duly organized and validly exists in good standing under the laws of the State of Michigan and its business affairs and conduct are in accord with the intent and purpose of its existence as described in its charter documents of record. CITY has corporate power to enter into and carry out this Agreement.

2.2 This Agreement has been duly executed and delivered by its Mayor and City Clerk and is duly authorized by its City Council.

AGREEMENT

3.1 CITY does hereby retain GCSI and GCSI does hereby agree to provide professional services for the purpose of aiding CITY in accomplishing its charter objectives, and GCSI agrees to the best of its ability to assist CITY in accomplishing such objectives.

3.2 It is understood and agreed that GCSI's operations hereunder are those of an independent contractor, and that GCSI has the authority to control and direct the performance of the details of the services to be rendered and performed. It is further agreed that GCSI's officers and employees are not employees of CITY and that GCSI is not, except as herein provided, subject to control by CITY.

3.3 GCSI will provide CITY with assistance in state-related matters, including legislation and administrative decisions affecting budgets, grants, business, environment, and health.

3.4 GCSI will provide periodic written and/or verbal reports at the request and direction of the City Manager, Mayor and Council. GCSI will provide weekly updates on its activities as well as those of the state legislature, state agencies and the Governor's office that may affect the City. GCSI will provide quarterly written reports on its activities as well as those of the state legislature, state agencies and the Governor's office that may affect the City. GCSI will attend City Council meetings in person or virtually at least once a quarter.

COMPENSATION

4.1 For and in consideration for such services CITY agrees to pay GCSI and GCSI agrees to accept the sum of \$3,000 on the first day of each month commencing October 1, 2023 for professional services.

COSTS AND EXPENSES

5.1 It is understood and agreed that the compensation recited in Paragraph 4.1 includes usual and ordinary costs and expenses. If it develops that GCSI shall be exposed to extraordinary costs and expenses, then in that event CITY shall assume and pay the same providing the nature and circumstances thereof are disclosed to and approved by CITY prior to the time the same are incurred. In addition, the CITY shall indemnify and hold GCSI harmless from any expense, liability, or loss (including without limitation, court costs and actual attorney fees arising from litigation relating to the passage of legislation), in any manner arising out of, or in connection with the professional services rendered by GCSI. Notwithstanding the foregoing, this indemnification does not apply to those expenses, liabilities or losses attributable to GCSI's sole negligence or which are for personal injury or direct damage to tangible property.

TERM

6.1 The term of this Agreement shall be for a minimum of 12 months and continue thereafter on a month-to-month basis until written notice of termination has been served with ninety (90) days prior notice by either party hereto.

NON-ASSIGNABILITY

7.1 This Agreement shall be personal to the parties hereof and shall not be transferable or assignable by operation of law or otherwise.

GOVERNMENTAL CONSULTANT
SERVICES, INCORPORATED

BY: _____
Michael Hawks, CEO

BY: _____
Barbara Farrah

CITY OF YPSILANTI, a Michigan
Municipal Corporation

BY: _____
Nicole Brown, Mayor

BY: _____
Andrew Hellenga, City Clerk / Acting
City Manager

APPROVED AS TO FORM:

JOHN M. BARR
Ypsilanti City Attorney

ADDENDUM TO AGREEMENT TO SERVICES

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal Home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as “Ypsi” and or “CITY”, and Governmental Consultant Services, Inc., of 120 North Washington Square, Suite 110, Lansing, Michigan 48933, referred to as “CONTRACTOR”, a Michigan Corporation.

1. This Addendum is an addition and amendment to the primary Contract between the parties. In an event of a conflict between the language of this Addendum and the primary Contract, the language and terms of this Addendum shall take precedence.

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

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

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

4. 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.

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

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

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

8. 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.

9. Insurance:

- a. The CONTRACTOR prior to commencing work shall provide at his own cost and expense the following insurance to the CITY in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CITY. All policies and certificates of insurance shall be approved by the Department of City Manager of the CITY prior to the inception of any work.
- b. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.
- c. 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 a 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 rating lower than B+:XI will be acceptable only upon written consent of the Owner.
- d. All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:
 - (1) The clause "other insurance provision" in a policy in which the CITY is named as an insured, shall not apply to the CITY.
 - (2) The insurance companies issuing the policy or policies shall have no recourse against the CITY (including its agents and agencies as aforesaid) for payment of any premiums or assessments under any form of policy.
 - (3) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the CONTRACTOR.

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

YES X NO 1) Comprehensive General Liability
YES X NO 2) Automotive Liability

- a. The CONTRACTOR shall maintain at its own expense during the term of the Contract the following insurance.

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

(2) General Liability insurance with a minimum limit of liability per occurrence of \$500,000 Combined Single Limit (Bodily Injury/Property Damage).

(3) 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) Hired automobiles
(b) Non-owned automobiles

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

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

- c. If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate

thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

9. Conflict of Interest. The CONTRACTOR 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.
10. Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
11. Equal Opportunity. The CONTRACTOR has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 538, Affirmative Action.
12. The CONTRACTOR further 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, height, weight, marital status, or other criteria not relevant to the particular job.
13. The CONTRACTOR 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 reasonable necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.
14. Davis-Bacon Act. Pursuant to the Davis-Bacon Act, Title 40, UCS Section 276A-276A-5 the rates of wages paid to employees of the CONTRACTOR on any covered work shall be the prevailing wages for this locality to all class of workers employed by the CONTRACTOR on the covered work.

15. 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 or written request from the Ypsilanti Personnel Department.

A. 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.

B. 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.

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

9. 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.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 2023.

In the presence of:

Governmental Consultant Services, Inc.

BY: Michael Hawks, CEO

BY: Barbara Farrah

CITY OF YPSILANTI, a Michigan
Municipal Home-rule City

BY: _____
Nicole Brown, Mayor

BY: _____
Aaron Smith, Interim City Clerk

APPROVED AS TO FORM:

JOHN M. BARR P-10475
Ypsilanti City Attorney



Resolution No. 2023-182
September 19, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti Fire Department desires to replace one (1) fire vehicle with a 2024 Ford Explorer

WHEREAS, the City of Ypsilanti Fire Department was allocated \$32,000.00 in the FY 2022-23 budget for the purchase of one (1) vehicle, and

WHEREAS, Gorno Ford Woodhaven, Michigan has provided the State of Michigan bid pricing in the amount of \$37,547.00.

WHEREAS, due to price changes to purchase the Fire Marshal's vehicle a budget adjustment in the amount of \$6,000.00 was made from account 641.7.9340.818.00 into account 641.7.9340.987.11

WHEREAS, the Explorer service model is no longer being built or offered and therefore not available through Gorno Ford.

WHEREAS, Varsity Ford can provide a white/sandstone XLT model for the amount of \$45,479.48.

WHEREAS, due to price changes to purchase the Fire Marshal's vehicle a budget adjustment in the amount of \$7,932.48 to account number 641.7.9340.987.11, a total of \$45,479.48 be available to purchase the vehicle.

THEREFORE, BE IT RESOLVED, that the Fire Chief be authorized to sign all necessary documents to execute the vehicle purchase.

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

#Resolution No. 2023-182

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

#Resolution No. 2023-182



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Aaron Smith
DATE: September 19, 2023
SUBJECT: Washtenaw County Early Voting Agreement

DESCRIPTION:

Washtenaw County Early Voting Agreement

SUMMARY:

On November 8, 2022, Michigan voters approved Proposal 2022-2, a state constitutional amendment which requires all municipalities to provide nine days of early voting for elections. Washtenaw County has created an agreement of mutual support and cost sharing for municipalities within the county to assist in providing the required nine days of early voting. The County requires the City of Ypsilanti to sign the included agreement to finalize our commitment to participate in their early voting plan.

RECOMMENDED ACTION: Approve signing the Agreement for Election Services

ATTACHMENTS: Early Voting Presentation, Clarification Emails, Signed Declaration of Intent, Agreement for Election Services

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2023-183
September 19, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT Ypsilanti City Council approves signing the Washtenaw County Agreement for Election Services to participate in the county's plan to provide the constitutionally required nine days of early voting.

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 19 day of September 2023

#Resolution No. 2023-183



County Coordinated Early Voting

WASHTENAW COUNTY CLERK/REGISTER

ELECTIONS DIVISION

JULY 27, 2023

Agenda

- Agreement provisions
- Tentative plans
 - Regions & central site
 - Sites
 - Hours of operation
 - Equipment
 - Personnel (recruitment, labor sharing, clerk involvement, inspector pay)
 - Cost sharing
 - QVF & EPB Changes
 - Training
- Other Business

Agreements

9 full days starting with second Saturday prior to election. No Monday immediately preceding.
All elections, including special.

County goals

- Reduce burden on clerks
- Convenience for voters, true implementation of Prop 2
- Standardization and efficiency

State Funding – One-time \$30 mil specifically for county-coordinated agreements

Agreement Requirements

Process for determining:

- number and location of EV sites needed, and hours to be open
- budget and chargeback procedures
- number of tabulators and EPBs required
- how receiving board will aggregate and close EV pollbooks

Communication strategy

Board of Election Commissioners responsible for L&A testing (County)

Supervision and staffing of each EV site

Coordinator of specific EV sites (can be city/twp Clerk)

Additional Requirements

Upon request and as available, city/twp must make available tabulators, EPBs, ballot containers, election inspectors (and help recruit specifically for EV)

County Election Commission approves EV sites and Election Inspector appointments

All voters must have at least 1 EV site option

City/twp governing body can adopt a plan to offer separate EV during special elections (but not state/federal)

Agreements must cover General Election year and year following

Any party can withdraw with 30 days written notice but not during the 150 days leading up to an election covered by the agreement

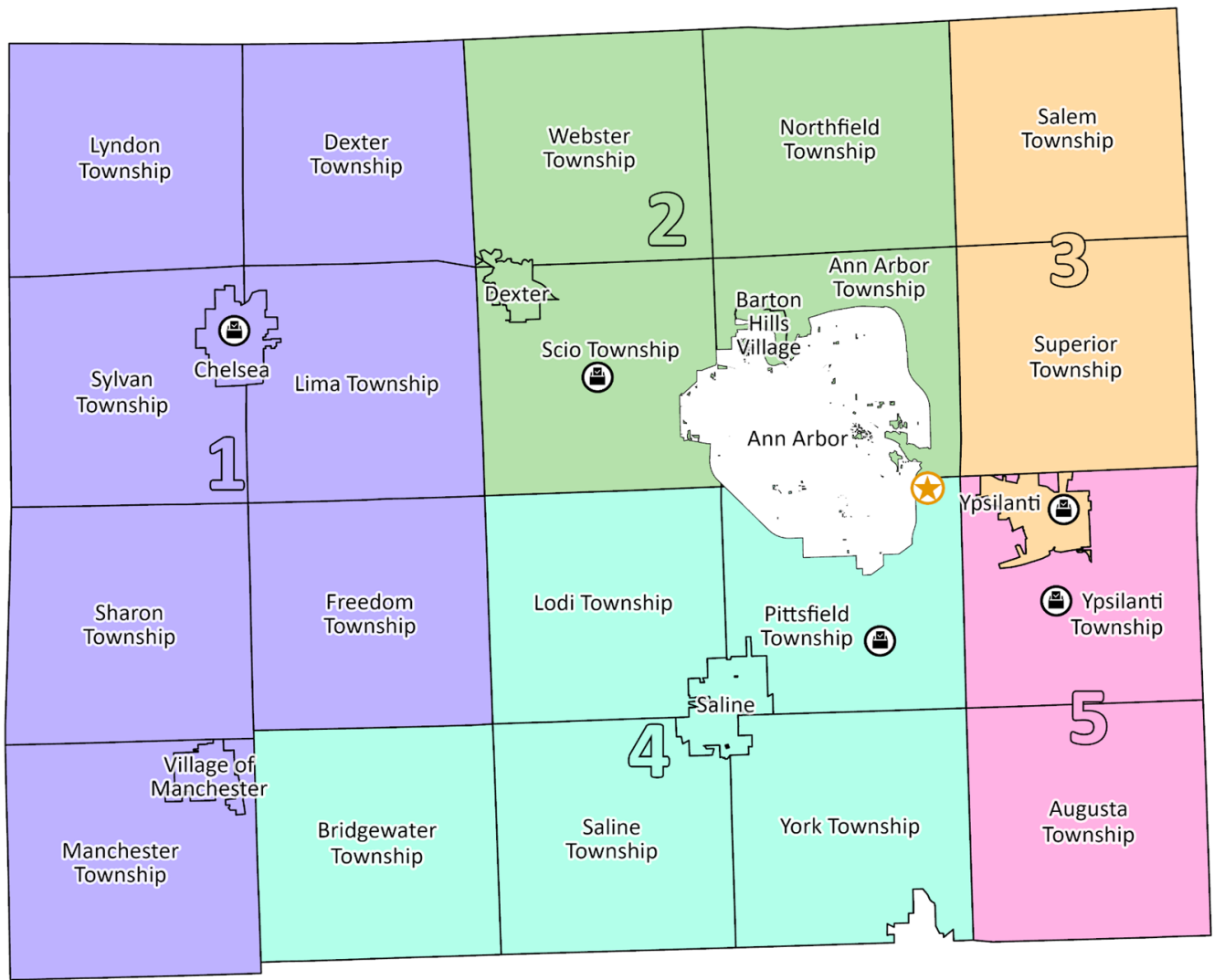
Regions & Sites

Each region will have one dedicated EV site

All voters served at Central site located at the Washtenaw LRC

Seek to keep communities generally together while considering travel time, number of voters/population centers, public transit, etc.

- Region 1 – 26,417 voters
 - Chelsea City, Dexter Twp, Freedom Twp, Lima Twp, Lyndon Twp, Manchester Twp, Sharon Twp, Sylvan Twp
- Region 2 – 35,865 voters
 - Dexter City, Ann Arbor Twp, Northfield Twp, Scio Twp, Webster Twp
- Region 3 – 35,495 voters
 - Ypsilanti City, Salem Twp, Superior Twp
- Region 4 – 52,317 voters
 - Saline City, Bridgewater Twp, Lodi Twp, Pittsfield Twp, Saline Twp, York Twp
- Region 5 – 52,508 voters
 - Augusta Twp, Ypsilanti Twp



Details

2 large regional sites, 3 small

Hours of operation

- Most days 9am – 5pm
- One late day (Friday prior to election?) Noon – 8pm

Personnel

- 6-12 election inspectors per day, \$18-20 per hour, 10 hours per day + training and meals
 - Can apply directly to county, but we'll likely need to pool some resources
- Receiving board to finalize poll book after close of polls
- EV site supervisors
- County staff

Details

Equipment

- Tabulators (cannot be used for both EV and Election Day)
- ADA
- Ballot printing on-demand (with some paper back-up for every ballot style)
- Voting booths
- Ballot containers
- EPB laptops (dual)
- Secure storage/transport
- Misc. signage, secrecy sleeves, other reusable supplies

QVF & EPB Changes

- Live QVF updates v. daily EPB voter history up/downloads

Training

L&A Testing

Communication Strategy

Cost Sharing

County will purchase/own all reusable equipment

- Tabulators, ADA, Ballot Printing On-Demand, Voting Booths, Ballots Containers, Laptops, etc.

County will bill actual costs to local units after each election

- In no case will the cost to participate in County Coordinated EV be higher than “going it alone”
- Distributed equally across all participating jurisdictions
- Billed items:
 - Inspector labor, training, meals
 - Material transport
 - Ballot stock, emergency ballots
 - Test deck/chart
 - Non-reusable supplies
- Special elections billed to entity that calls them, will sometimes require temp EV site change

Cost Sharing

Absolute minimum amount to conduct EV alone, per election:

- \$6,900
- 4 election inspectors, \$16/hr, 10 hours per day + training and meals x 9 days
- Supplies

EV Agreement shared cost per jurisdiction for General Elections, per election:

- \$3,900 - \$6,100
- Plus test deck (\$60/ballot style)

County costs (one-time)

- \$150,000 - \$200,000

Discussion / Q & A

Next Steps

Regional meetings (virtual) – August

Lock-in EV sites – August

County circulates draft agreements – By early September

Jurisdictions submit “official” intent to County – By September 30

Agreements signed by County/jurisdictions – By October 25 (local board approval prior)

County submits plan to State – By October 30

Other Business?

Smith, Aaron

From: Edward Golembiewski <golembiewskie@washtenaw.org>
Sent: Thursday, September 7, 2023 2:31 PM
To: l-citytwpcclerk
Subject: RE: County Early Voting Agreement - ACTION REQUIRED

Attention: This email was sent to the City of Ypsilanti from an external source. Please be extra vigilant when opening attachments or clicking links.

Clerks, related to this agreement and ongoing costs to cities/townships, there are two items that you and your board/council should be aware of if you are not already:

1. The BOE will provide some level of grant funding to the county to offset recurring poll worker labor expenses in 2024. This funding comes from an allocation intended to incentivize participation in coordinated EV agreements, when such collaboration is feasible.

While the specific amount of funding has not yet been defined, we expect that it will offset a significant amount (though not all) of the anticipated costs for poll worker labor that would otherwise be extended to cities and township participating in the county agreement.

This impacts the "cost sharing" slide that I shared with you all in July, before this information was known.

2. There will be a separate reimbursement process for early voting poll worker labor associated with the Presidential Primary.

Please let me know if you have any questions or concerns.

Sincerely,

Ed

From: Edward Golembiewski <golembiewskie@washtenaw.org>
Sent: Thursday, September 7, 2023 12:00 PM
To: l-citytwpcclerk <l-citytwpcclerk@listserver.ewashtenaw.org>
Cc: Darlene A. O'Brien <obriend@washtenaw.org>; Catherine McClary <mccclaryc@washtenaw.gov>; Lawrence Kestenbaum <kestenbauml@washtenaw.org>
Subject: County Early Voting Agreement - ACTION REQUIRED
Importance: High

Hello Clerks,

Thank you for providing your Notices of Intent related to Early Voting. Attached is the agreement to enter into the county early voting plan for the 23 jurisdictions that have elected to do so.

Each jurisdiction's council/board must authorize the clerk to execute this agreement. In order to meet upcoming deadlines for plan submission, **your board/council should approve the agreement by no later than October 6, 2023.**

After council/board authorization, please contact me or Trish and we'll route the agreement to you to sign electronically.

Please let me know if you have any questions. I plan to discuss the agreement, review plans, and answer questions during the September 19 WCMTCA meeting.

Thanks!

Sincerely,

Ed

Edward R. Golembiewski, CERA

Chief Deputy Clerk / Register & Director of Elections

Washtenaw County, Michigan

Phone: 734-222-6730

Fax: 734-222-6528



Washtenaw County Clerk/Register of Deeds
County-coordinated Early Voting Agreements

Declaration of Intent

Public Act 81 of 2023 requires each municipality to declare its intent to administer the constitutionally mandated nine (9) days of Early Voting in one of three ways.

By signing this Declaration of Intent you are providing the Washtenaw County Clerk/Register with information regarding whether your municipality intends to enter into a municipal agreement, a county agreement, or whether the municipality intends to conduct early voting as a single municipality separate from any other municipality.

Pursuant to Public Act 81 of 2023, the Washtenaw County Clerk/Register's office hereby offers to enter into agreements to conduct early voting for municipalities within Washtenaw County with the assistance of, and in consultation with, the city or township Clerk.

Accordingly,

City of Ypsilanti (name of municipality) declares intent to (check one):

- ☒ Enter into a county agreement
☐ Enter into a municipal agreement
☐ Conduct early voting as a single municipality separate from any other municipality

Please return this form to the Washtenaw County Elections Division by email (elections@washtenaw.org) as soon as possible but no later than September 6, 2023.

Draft agreements will be furnished to each municipality that intends to enter into a county agreement in early September, 2023.

Aaron Smith
Signature of Authorized Representative

9-6-2023
Date

Aaron Smith
Printed Name

Interim City Clerk
Title

AGREEMENT FOR ELECTION SERVICES

BETWEEN WASHTENAW COUNTY AND ANN ARBOR TOWNSHIP, AUGUSTA TOWNSHIP, CHELSEA CITY, DEXTER CITY, DEXTER TOWNSHIP, FREEDOM TOWNSHIP, LIMA TOWNSHIP, LODI TOWNSHIP, LYNDON TOWNSHIP, MANCHESTER TOWNSHIP, NORTHFIELD TOWNSHIP, PITTSFIELD CHARTER TOWNSHIP, SALEM TOWNSHIP, SALINE CITY, SALINE TOWNSHIP, SCIO TOWNSHIP, SHARON TOWNSHIP, CHARTER TOWNSHIP OF SUPERIOR, SYLVAN TOWNSHIP, WEBSTER TOWNSHIP, YORK TOWNSHIP, YPSILANTI CITY, AND YPSILANTI TOWNSHIP.

This County Early Voting Site Agreement (the "Agreement") is made between WASHTENAW COUNTY, 200 N. Main, Suite 120, Ann Arbor, Michigan, 48104 and ANN ARBOR CHARTER TOWNSHIP, 3792 Pontiac Trail, Ann Arbor, MI 48105, and AUGUSTA CHARTER TOWNSHIP, 8021 Talladay Road, Whittaker, MI 48190, and the CITY OF CHELSEA, 305 S. Main St., Chelsea, MI 48118, and the CITY OF DEXTER, 8123 Main St., Dexter, MI 48130, and DEXTER TOWNSHIP, 6880 Dexter-Pinckney Road, Dexter, MI 48130, and FREEDOM TOWNSHIP, 11508 Pleasant Lake Rd., Ann Arbor, MI 48103, and LIMA TOWNSHIP, 12172 Jackson Rd., Chelsea, MI 48118, and LODI TOWNSHIP, 3755 Pleasant Lake Rd. Ann Arbor, MI 48103, and LYNDON TOWNSHIP, 17751 N. Territorial Rd., Chelsea, MI 48118, and MANCHESTER TOWNSHIP, 275 S. Macomb, Manchester, MI 48158, and NORTHFIELD TOWNSHIP, 8350 Main St., Whitmore Lake, MI 48189, and PITTSFIELD CHARTER TOWNSHIP, 6201 W. Michigan Ave. Ann Arbor, MI 48108, and SALEM TOWNSHIP, 9600 Six Mile Rd, Salem, MI 48175, and the CITY OF SALINE, 100 N. Harris Rd., Saline, MI 48176, and SALINE TOWNSHIP, 5731 Braun Rd, Saline, MI 48176, and SCIO TOWNSHIP, 827 N. Zeeb Rd., Ann Arbor, MI 48103, and SHARON TOWNSHIP, 18010 W. Pleasant Lake Rd., Manchester, MI 48158, and the CHARTER TOWNSHIP OF SUPERIOR, 3040 N. Prospect Rd., Ypsilanti, MI 48198, SYLVAN TOWNSHIP, 18027 Old US 12, Chelsea, MI 48118, and WEBSTER TOWNSHIP, 5665 Webster Church Rd., Dexter, MI 48130, and YORK TOWNSHIP, 11560 Stony Creek, Milan, MI 48160, and the CITY OF YPSILANTI, 1 S. Huron St., Ypsilanti, MI 48197, and YPSILANTI TOWNSHIP, 7200 S. Huron River Dr., Ypsilanti, MI 48197.

In this Agreement, the county and each municipality will be represented by their respective Clerk in their official capacity.

PURPOSE OF THE AGREEMENT. The county and the municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating one or more joint early voting site(s).

Name of County		
Washtenaw		

Name of Municipality	Registered Voters	# Precincts
City of Chelsea	4763	2
City of Dexter	3606	3
City of Saline	7730	4
City of Ypsilanti	17184	10
Ann Arbor Charter Township	4124	2
Augusta Charter Township	6137	3
Dexter Township	5756	3

Freedom Township	1272	1
Lima Township	3397	2
Lodi Township	5340	3
Lyndon Township	2280	1
Manchester Township	4230	2
Northfield Township	7237	3
Pittsfield Charter Township	29726	13
Salem Twp	5863	3
Saline Township	1991	1
Scio Township	15021	8
Sharon Township	1667	1
Charter Township of Superior	12448	5
Sylvan Township	3052	1
Webster Township	5877	3
York Township	6067	3
Ypsilanti Township	46371	19

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1 **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
 - 1.2 **Coordinator** means the individual appointed by the County Clerk and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and monitoring the administrative requirements of early voting for the participating municipalities.
 - 1.3 **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in a county or municipality, as described in MCL 168.720a *et seq.* The requirements of an early voting plan are described in MCL 168.720h(3).
 - 1.4 **Election Services** encompasses the following individual Election Services provided by the county or either municipality's Elections Division, if applicable: early voting administration.
 - 1.5 **Legislative Body of the Municipality** means the City or Township Council or Board of Trustees elected or appointed and serving in the municipality.
 - 1.6 **Municipality** means any participating municipality, which are entities created by state or local authority or which are primarily funded by or through state or local authority, including, but not limited to, their Council, Board, departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - 1.7 **QVF** means the Qualified Voter File as described in MCL 168.509m.

- 1.8 **QVF Controller** means the individual appointed by the County Clerk and identified as the Qualified Voter File (QVF) administrator of early voting information within the QVF.
- 1.9 **Site Supervisor** means the participating municipal clerk or a member of the County Clerk's staff who shall act as supervisor for each day of early voting. The County Clerk may appoint a different participating municipal clerk or member of the County Clerk's staff to act as a supervisor for different days of early voting.

2. PARTIES TO AN AGREEMENT.

- 2.1 An Agreement may be entered into between one or more municipalities wholly or partially located within the same county and the County Clerk of that county.
- 2.2 A municipality located in multiple counties can only enter into an Agreement with one of the counties in which the municipality is located.

3. SCOPE OF THE AGREEMENT.

- 3.1 This Agreement applies to all elections (state, federal, special, odd-year city elections) that affect voters in participating municipalities.
- 3.2 During special and/or odd-year city elections the County, after consulting with Clerks of municipalities affected by special and/or odd-year city elections and to the extent and manner provided by state law, may temporarily change early vote site locations, days and hours of early voting, poll worker and site supervisor staffing arrangements, and other items included in the attached Plan. However, voters in all participating municipalities shall be provided at least one (1) early vote site during special and/or odd-year city elections.

4. COORDINATOR.

- 4.1 The Washtenaw County Director of Elections (or their equivalent) will serve as coordinator of the joint early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating municipalities.
 - 4.1.1 In the event that that coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the coordinator may designate early voting site supervisors to assist with the staffing and supervision of early voting.
- 4.2 If the coordinator becomes unavailable for any reason, the role will be filled in one of the following ways, as determined by the parties upon execution of this Agreement:
 - 4.2.1 The County Clerk will appoint the new coordinator.
 - 4.2.2 The Elections Program Manager (or their equivalent), as backup coordinator, would assume the responsibilities of coordinator. If the backup coordinator is unavailable for any reason, the County Clerk will appoint the new coordinator.

5. QVF CONTROLLER.

- 5.1 The Washtenaw County Director of Elections (or their equivalent) or County Elections Program Manager (or their equivalent) will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The controller's duties will

involve setting up the necessary voting regions, user access, and application access needed for the sites designated in the Agreement. The QVF controller must meet the security requirements of a QVF user. The QVF controller can be the same as the coordinator as long as the appropriate QVF training is completed.

6. APPROVAL OF EARLY VOTING SITES.

- 6.1** Pursuant to MCL 168.662, the County Clerk, after consulting the participating municipal clerks, must submit each early voting site location to the board of county election commissioners for approval.
- 6.2** Each early voting site may serve all electors covered by the county Agreement, the electors in specific municipalities, the electors of one municipality, or any combination of these options, as long as each elector in the county is served by one or more early voting sites.

7. APPOINTMENT OF ELECTION INSPECTORS.

- 7.1** The board of county election commissioners is responsible for the appointment of election inspectors.
- 7.2** At least 31 days before each statewide and federal election, the board will appoint for each early voting site at least 3 election inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.
- 7.3** The board will further designate one appointed election inspector from each early voting site as chairperson.
- 7.4** The selection of election inspectors will be governed by MCL 168.674.

8. APPROVAL OF EARLY VOTING HOURS.

- 8.1** Prior to the submission of an Agreement or early voting plan, the County Clerk and the clerks of the participating municipalities will do all of the following:
 - 8.1.1** For the nine early voting days guaranteed by the Constitution, decide among themselves the hours that early voting will be provided at the approved joint early voting site or sites and include those hours in this Agreement.
 - 8.1.2** For any dates or hours beyond the dates and hours guaranteed by the Constitution, the County Clerk may set hours without regard to the required hours for early voting on the nine required days of early voting and include those days and hours in this Agreement.
 - 8.1.3** Indicate whether the days and hours specified in this Agreement apply to all elections or only to statewide and federal elections.

9. NOTICE OF EARLY VOTING HOURS.

- 9.1** Not less than 45 days before Election Day, the County Clerk and the clerk of each participating municipality will give public notice of the dates and hours for early voting at the joint early voting site or sites by posting of the notice on the county's and each municipality's website and any other publication or posting the clerk considers advisable.

10. BUDGET AND COST SHARING.

- 10.1** The estimated early voting budget is proposed as follows in item 10.2. This budget may be amended as deemed necessary by the County Clerk due to circumstances that include but are not limited to the type of election occurring; anticipated voter turnout; needs associated with specific early voting sites; the need to acquire equipment, software, or services that will aid in enhancing efficiency and/or service to early voters; and/or changes in state law or promulgated rule.

Recurring costs not offset by grant or other funding provided directly to the County by the State of Michigan specifically for administration of county-coordinated early voting agreements will be shared equally among the participating municipalities. The County will issue an itemized invoice to participating municipalities as needed and within 60 days following each election date during which early voting is administered on behalf of the participating municipality pursuant to this agreement. Payment in full will be made by each municipality within 30 days of receipt of the invoice.

The County will procure equipment necessary to implement early voting pursuant to this plan on a one-time basis. The County will be responsible for one-time implementation costs not offset by grant or other funding provided directly to the County by the State of Michigan specifically for administration of county-coordinated early voting agreements.

- 10.2** Estimated budget for recurring expenses.

Recurring Expenses (each election)

Labor	High	Low
Poll Worker EV Site Daily Labor	\$ 100,800	\$ 72,000
Receiving Board	\$ 300	\$ 300
Training	\$ 6,720	\$ 4,512
Meals	\$ 5,040	\$ 3,600

County Personnel

FTE overtime/position modification	\$ 10,666	\$ -
Part-time temp	\$ 3,000	\$ 3,000
Mileage	\$ 885	\$ 885

Polling Place rental

Polling place rental	\$ -	\$ -
Material transport	\$ 2,000	\$ 2,000

Consumables

Ballots (blank and emergency pre-printed)	\$ 3,416	\$ 3,416
Test deck/chart	\$ 9,720	\$ 9,720

Precinct supply kits	\$	300	\$	300
Misc other supplies	\$	3,000	\$	3,000
Total Recurring Costs	\$	145,847	\$	102,733

11. STAFFING AND SUPERVISION

- 11.1** The coordinator is responsible for ensuring adequate staffing and supervision at early voting sites including selection of the site supervisor who oversees a specific early voting site(s).
- 11.2** The site supervisor shall operate in the same manner and have the same authority as a municipal clerk operates in an election day polling place.
- 11.3** The site supervisors for early voting sites must be listed in the attached Exhibit B.

12. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).

- 12.1** Prior to the submission of the Early Voting Plan, the County Clerk and the clerks of the participating municipalities will do all of the following:
 - 12.1.1** Determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at each early voting site.
 - 12.1.2** Determine whether the county or a municipality will provide the tabulators and early voting poll book laptops or other voting equipment.
- 12.2** The board of county election commissioners will be responsible for conducting testing of the electronic voting equipment.
- 12.3** The coordinator will be responsible for taking necessary steps to set up the early voting poll book and early voting poll book laptops.
 - 12.3.1** If the coordinator is not a clerk, the County Clerk and the clerks of the participating municipalities must decide among themselves which clerk is responsible for taking necessary steps to set up the early voting poll book and early voting poll book laptops.
- 12.4** Tabulators and early voting poll book laptops used at each joint early voting site must be configured in one of the ways set forth in MCL 168.720j(5).

13. CLOSING PROCEDURES DURING EARLY VOTING AND ON ELECTION DAY

- 13.1** During Early Voting, the coordinator must ensure compliance with the closing procedures described in MCL 168.720j(8) and 720j(9) and any instructions issued by the Secretary of State
- 13.2** During Early Voting, the coordinator must ensure that specified election materials are secured in compliance with MCL 168.720j(10) and any instructions issued by the Secretary of State.
- 13.3** At the conclusion of Election Day, the coordinator must ensure compliance with the closing procedures described in MCL 168.720j(11) and any instructions issued by the Secretary of State.

14. CANVASS OF EARLY VOTE RETURNS AND REPORTING OF EARLY VOTING RESULTS

- 14.1 The board of county election commissioners is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the County Clerk.
- 14.2 At the conclusion of Election Day, the coordinator must ensure compliance with the canvass and reporting requirements described in MCL 168.720j(11)-(14) and MCL 168.801-810.

15. EXECUTION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

- 15.1 A county Early Voting Site Agreement must be finalized and signed by the participating county and all municipalities:
 - 15.1.1 No later than 125 days before the first regularly scheduled statewide or federal election in each even numbered year.
 - 15.1.2 No later than 90 days before a special statewide or federal election.

16. EARLY VOTING PLAN.

- 16.1 No later than 120 days before the first statewide or federal election in each even numbered year, the coordinator will be responsible for ensuring an early voting plan, attached as Exhibit A, is filed with the County Clerk of the county in which the municipalities are located.

17. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.

- 17.1 Not less than 45 days before the first early voting day allowed by statute, the coordinator will be responsible for providing the Secretary of State any changes made a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating county and municipalities. This ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

18. DURATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

- 18.1 This Agreement and any amendments will be effective when executed by all Parties, as evidenced by the signature of the County Clerk and each participating municipal clerk.
- 18.2 This Agreement will continue with no fixed termination date.

19. CANCELLATION, MODIFICATION, AND TERMINATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

- 19.1 If the County Clerk withdraws from the Agreement for any reason, the Agreement will cease to exist and the clerk of each participating municipality must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided.
- 19.2 This Agreement may be modified by a written amendment executed by all parties. If a modification will result in impact to a subset of parties, only, only those parties affected need execute the modification. In the event that the Village of Manchester adopts a city charter and incorporates as a home-rule City on or after November 7, 2023, all parties

agree that the City of Manchester may enter into this Agreement subject to approval by the City of Manchester and Washtenaw County, only.

- 19.3** If the parties terminate Agreement for any reason, the clerk of each participating municipality must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided.
- 19.4** If a party withdraws from the Agreement for any reason, the clerk of the municipality withdrawing from the Agreement must submit a revised early voting plan to the Department outlining the manner in which early voting will be provided. A party to a municipal Agreement may withdraw from the Agreement by providing at least 30 days' written notice to the other Parties to the Agreement.
- 19.5** A Party may not withdraw from the Agreement during the period beginning 150 days before the first statewide November election in an even numbered year and ending on the completion of the county canvass for the statewide general November election in that even numbered year.
- 19.6** If the Agreement covers any elections in addition to statewide and federal elections, a Party may not withdraw from the Agreement during the period beginning 150 days before the election covered under the Agreement and ending on the completion of the county canvass for that election.

20. ELECTRONIC SIGNATURES AND COUNTERPARTS

- 20.1** This Agreement may be executed in two or more counterparts, and each counterpart shall become binding when the other(s) has or have been signed as if it had been signed by each party. Facsimile or electronic signatures shall be considered original signatures for the purposes of execution and enforcement of the rights and obligations described herein.

Jurisdiction	Clerk of Municipality	Signature	Date
Washtenaw County	Lawrence Kestenbaum		
City of Chelsea	Lyn Sebestyen		
City of Dexter	Justin Breyer		
City of Saline	Terri Royal		
City of Ypsilanti	Aaron Smith		
Ann Arbor Charter Township	Rena Basch		
Augusta Charter Township	Kimberly Gonczy		

Dexter Township	Michelle Stamboulellis		
Freedom Township	Valisa Bristle		
Lima Township	Teresa Reynhout		
Lodi Township	Christina Smith		
Lyndon Township	Linda Reilly		
Manchester Township	Danell Proctor		
Northfield Township	Kathleen Manley		
Pittsfield Charter Township	Michelle Anzaldi		
Salem Twp	Del Wensley		
Saline Township	Kelly Marion		
Scio Township	Jessica Flintoft		
Sharon Township	Michelle Mrocko		
Charter Township of Superior	Lynette Findley		
Sylvan Township	Amanda Nimke		
Webster Township	Barbara Calleja		
York Township	Kayleigh Zupi		
Ypsilanti Township	Heather Jarrell Roe		

WASHTENAW COUNTY

ATTESTED TO AND APPROVED

AS TO CONTENT:

Edward R. Golembiewski

Date

Director of Elections

Gregory Dill

Date

Washtenaw County Administrator

APPROVED AS TO FORM BY:

Michelle Billard Date
Washtenaw County Corporation Counsel

Early Voting Plan

No later than 120 days before the first statewide or federal election in each even numbered year, the coordinator is responsible for ensuring an Early Voting Plan, covering the parties to the County Agreement, is filed with the County Clerk of the county.

Not less than 45 days before the first early voting day allowed by statute, the coordinator will be responsible for providing the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating county and municipalities. This will ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

Plan Coverage: County Agreement

Coordinator of County Agreement:

Name of Coordinator	Position	Email Address	Phone Number
Edward Golembiewski	Washtenaw County Director of Elections	golembiewskie@washtenaw.org	734-222-6730

County:

Name of county	Clerk of County
Washtenaw	Lawrence Kestenbaum

Municipalities:

Name of Municipality	Clerk of Municipality	# Precincts	Registered Voters
City of Chelsea	Lyn Sebestyen	2	4763
City of Dexter	Justin Breyer	3	3606
City of Saline	Terri Royal	4	7730
City of Ypsilanti	Aaron Smith	10	17184
Ann Arbor Charter Township	Rena Basch	2	4124
Augusta charter Township	Kimberly Gonczy	3	6137
Dexter Township	Michelle Stamboulellis	3	5756
Freedom Township	Valisa Bristle	1	1272
Lima Township	Teresa Reynhout	2	3397
Lodi Township	Christina Smith	3	5340
Lyndon Township	Linda Reilly	1	2280
Manchester Township	Danell Proctor	2	4230
Northfield Township	Kathleen Manley	3	7237
Pittsfield Charter Township	Michelle Anzaldi	13	29726
Salem Twp	Del Wensley	3	5863
Saline Township	Kelly Marion	1	1991
Scio Township	Jessica Flintoft	8	15021
Sharon Township	Michelle Mrocko	1	1667
Charter Township of Superior	Lynette Findley	5	12448

Sylvan Township	Amanda Nimke	1	3052
Webster Township	Barbara Calleja	3	5877
York Township	Kayleigh Zupi	3	6067
Ypsilanti Township	Heather Jarrell Roe	19	46371

Early Voting Location Information:

	Early voting site #1	Early voting site #2	Early voting site #3	Early voting site #4	Early voting site #5	Early Voting Site #6
Region #	1	2	3	4	5	All
Location of site	Tentatively 14 A District Court	Scio Township Hall	Ypsilanti City Freight house	Pittsfield Township Admin. Building	Ypsilanti Township Civic Center	Washtenaw County Learning Resource Center
Municipalities served at site	Regional site: City of Chelsea, City of Manchester (contingent upon adoption of charter), Dexter Township, Freedom Township, Lima Township, Lyndon Township, Manchester Township, Sharon Township, Sylvan Township	Regional site: City of Dexter, Ann Arbor Township, Northfield Township, Scio Township, Webster Township	Regional site: City of Ypsilanti, Salem Township, Superior Township	Regional site: City of Saline, Lodi Township, Pittsfield Township, Saline Township, York Township	Regional site: Augusta Township, Ypsilanti Township	Central site: All 23 cities and townships subject to this agreement
Number of Election Inspectors at site	8	8	8	10	10	10
Is this an EV site for all 9 days of Constitutionally-required early voting? (Y/N)	Yes	Yes	Yes	Yes	Yes	Yes
Hours for 9 days of Constitutionally-required early voting	9am – 5pm	9am – 5pm	9am – 5pm	9am – 5pm	9am – 5pm	9am – 5pm
How many (if any) additional days of early voting will be provided at this site?	0	0	0	0	0	0
Is this site ADA compliant?	Yes	Yes	Yes	Yes	Yes	Yes
In selecting this site, did you take into account expected turnout, population density, public transportation, accessibility, travel time, travel patterns, and any other relevant considerations?	Yes	Yes	Yes	Yes	Yes	Yes

Early Voting Equipment Information:

	Early voting site #1	Early voting site #2	Early voting site #3	Early voting site #4	Early voting site #5	Early Voting Site #6
Number of tabulators at site	1	2	2	2	2	4
Municipality responsible for providing tabulators	County	County	County	County	County	County
Number of early voting poll book laptops	2	2	2	2	2	4
Municipality responsible for providing early voting poll book laptops	County	County	County	County	County	County
Clerk responsible for taking necessary steps to set up the early voting poll book laptops	County	County	County	County	County	County

Communication Strategy:

Initial written notification of early voting site locations and hours of availability to be sent via USPS mail to voters, as required by Public Act 81 of 2023, will be coordinated by Washtenaw County and funded by participating municipalities.

Washtenaw County will develop and implement a communication and outreach strategy that notifies voters of early voting options, locations, hours, and other information prior to each election covered by this agreement/plan. This strategy will include but is not limited to the following methods of outreach: publication of public notices; development & maintenance of a dedicated County webpage for early voting; social media engagement (for example Facebook, Instagram, X/Twitter, NextDoor); traditional media engagement (for example media releases, interviews, press conferences); presentations and keynote addresses at public and/or nonpartisan events; partnerships with public and/or nonprofit agencies, faith communities, social service agencies, clubs, and student organizations; and other methods as determined by the County.

Washtenaw County will create relevant content to be shared with municipalities for voter educations/outreach purposes.

Municipalities agree to conduct early voting outreach/education to voters within their municipalities through methods including but not limited to publishing information on their public website; within municipal newsletters (as available); through municipally controlled social media (as available); and other methods as determined by the municipality.

Early Voting Site Supervisors:

Site Supervisors will be appointed by the County Clerk prior to each election.

	Early voting site #1	Early voting site #2	Early voting site #3	Early voting site #4	Early voting site #5	Early Voting Site #6
Early Voting Day 1-9	City/Township Clerk, Deputy, or County Clerk staff	City/Township Clerk, Deputy, or County Clerk staff	City/Township Clerk, Deputy, or County Clerk staff	City/Township Clerk, Deputy, or County Clerk staff	City/Township Clerk, Deputy, or County Clerk staff	City/Township Clerk, Deputy, or County Clerk staff



Resolution No. 2023-184
September 19, 2023

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
Loviesa Brown 1235 Ruth Ave Ypsilanti, MI 48198	Ypsilanti Housing Commission	11/1/2028

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 19 day of September 2023

#Resolution No. 2023-184

Board and Commission Application for Reappointment

First Name	Loviesa
Last Name	Brown
Address	1235 Ruth Ave
City	Ypsilanti
State	MI
Zip Code	48198
Phone Number	
Email Address	
Board or Commission of Reappointment	Reappointment
Number of Terms Served	1
Did you hold a Position of Leadership?	Yes
Are you reapplying to continue as a youth member?	No
During your time, how did you assist your Board or Commission to achieve its purpose as stated in the enabling legislation?	I provided general governance & board oversight assisting the board chair as vice chair facilitating board meetings using Roberts rule of order.
How will you continue to assist your Board or Commission to achieve its purpose if reappointed?	By embracing the YHC missions, visions & values
Number of absences	1
If you had over 3 absences in a calendar year please explain? (this information	N/a

will not be made available
to the public)

Electronic Signature Agreement	<i>Field not completed.</i>
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Electronic Signature	Loviesa Brown
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Resolution No. 2023-186
September 19, 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
19 day of September 2023

#Resolution No. 2023-186