



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, July 16, 2024 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[Launch Meeting - Zoom](#)**

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. Senior Center Presentation and Memorandum of Understanding (MOU)
- B. Transit Center Presentation by the Ride - Jesse Miller and Gretchen Johnson

VII. ORDINANCES FIRST READING

- A. Ordinance No. 1436 - An Ordinance entitled "An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates".
Public Hearing Resolution No. 2024-162, close the public hearing.
Resolution No. 2024-161, determination.
- B. Ordinance No. 1437 - An Ordinance entitled "An ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to adjust sewage disposal rates".
Public Hearing Resolution No. 2024-164, close the public hearing.
Resolution No. 2024-163, determination.

VIII. CONSENT AGENDA

- A. Resolution No. 2024-165 Approving all items on the Consent Agenda.
- B. Resolution No. 2024-167 approving the minutes of July 2, 2024 Council Meeting.

- C. Resolution No. 2024-168 approving the Property and Liability insurance renewal for the City, with the Michigan Municipal League (MML) Liability and Property Pool in the amount of \$457,098.
- D. Resolution No. 2024-169 Correcting Resolution No. 2024-143 for MDOT amendment.

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2024-170 adopting Ordinance No. 1435, the Fair Chance Access to Housing Ordinance.
- B. Resolution No. 2024-171 approving the contract with BS&A to implement the full suite of products for the City of Ypsilanti for a period of one year, in the amount of **\$89,590**, with professional services in the amount of \$122,150.
- C. Resolution No. 2024-172 recognizing the Depot Town Foundation as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.

X. BOARD AND COMMISSION - LIAISON REPORTS

- A. Police Advisory Commission
- B. Human Relations Commission
- C. Parks and Arts Commission
- D. Sustainability Commission
- E. Historic District Commission
- F. Planning Commission
- G. Zoning Board of Appeals

XI. LIAISON REPORTS

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Friends of Rutherford Pool

XII. COUNCIL PROPOSED BUSINESS

XIII. COMMUNICATIONS FROM THE MAYOR

XIV. COMMUNICATIONS FROM THE CITY MANAGER

XV. COMMUNICATIONS

XVI. PUBLIC COMMENT (3 MINUTES)

XVII. REMARKS FROM THE MAYOR

XVIII. ADJOURNMENT

- A. 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.



Ypsilanti Senior Center

Mission: Creating great experiences for older adults in a welcoming environment that encourages learning, active engagement, fitness and healthy aging.

2023 - 2024 and beyond

Planning for growth and change

By 2030 there will be more older adults over 60 than children under 18 in the county.

COVID-19 exacerbated social isolation and loneliness for older adults

The current network of services is not sufficient to meet the needs of an aging population

The life expectancy for those in 48197/8 is 10 years less than those in Ann Arbor

Growth

Membership = 385 members

Finances - City Contribution

Ann Arbor Area Community Foundation

Blue Cross Blue Shield Foundation

County ARPA Funds

County Assistance

New Staff: We now have 2 full time staff members and 2 half time staff members

Increased hours: 9am - 5pm

Increased program and partnerships Including more intergenerational focus

Intergenerational Activities

Art classes

Saturday Chess meet-up

Games day

Animals from Huron Metro Park

Thursday during the summer

Tech classes with EMU



Rebuild and remodel

Patio: remove the dangerous cement

Replace with pressed concrete and add a shade element.

Office space: redesign the 2 offices to accommodate 4 staff.

Front Reception area: Redesign the front desk area so it is more user and ADA friendly.

Storage: Relook at our space to better accommodate storage



County Millage for older Adult services

- Placed on the November 2024 ballot
- Will establish a County Department on Aging
- Will provide added services:
 - More house repairs for seniors
 - Yearly money for qualified senior centers
 - Expanded food services
 - Expanded case management

Contact & Questions

www.ypsiseniorcenter.org

Monica@ypsiseniorcenter.org

www.sayyestoseniors.com

Board = Sarah Walsh, President

Yvonne Cudney, Secretary

Bonnie Putzu, Treasurer

Anthony Williamson, At large

Alfreda Rooks, At large

Carl Shier, Special advisor



Ypsilanti Transit Center Reconstruction

Project Update

City of Ypsilanti
City Council Meeting
July 16, 2024

Agenda

- Progress Update
- Site Concept Recommendation
- Next Steps



Progress Update

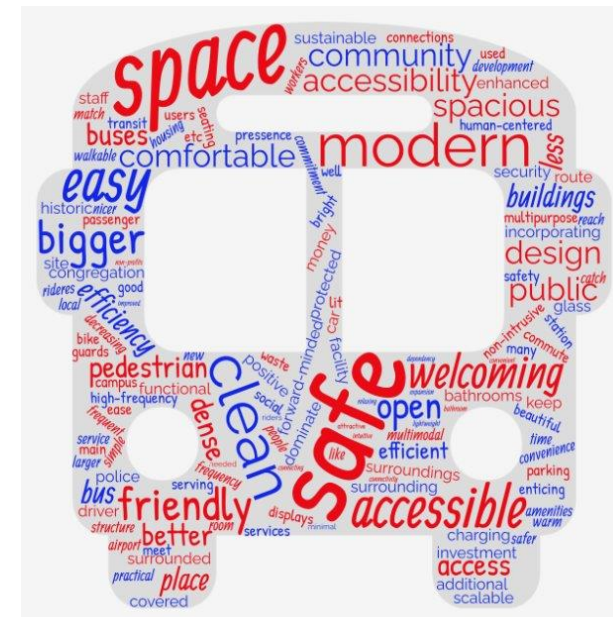
Major Work Completed

- 2018 Passenger Terminal Needs Assessment
- November 2023 Kick-off
- Collaboration with FTA
- Validation of 2018 study
- Site Concept Development
- April-May 2024 Public & Stakeholder Engagement



What We've Heard

- New, larger transit center needed
- We have the correct site
- Incredible investment for both AAATA and the City of Ypsilanti
- Themes:
 - Safety/security
 - Accommodate growth
 - Multimodal
 - Sustainability
 - Preservation
 - Opportunity
 - Balance



Site Concept Recommendation

Site Concept Selection Process

- Developed many concepts based on 2018 work and early feedback/validation work
- Evaluated those and chose 3 for engagement (A, B, C) with wider audience



Site Concept Selection Process

- Based on engagement, developed Concept B.1
- Repeated evaluation process



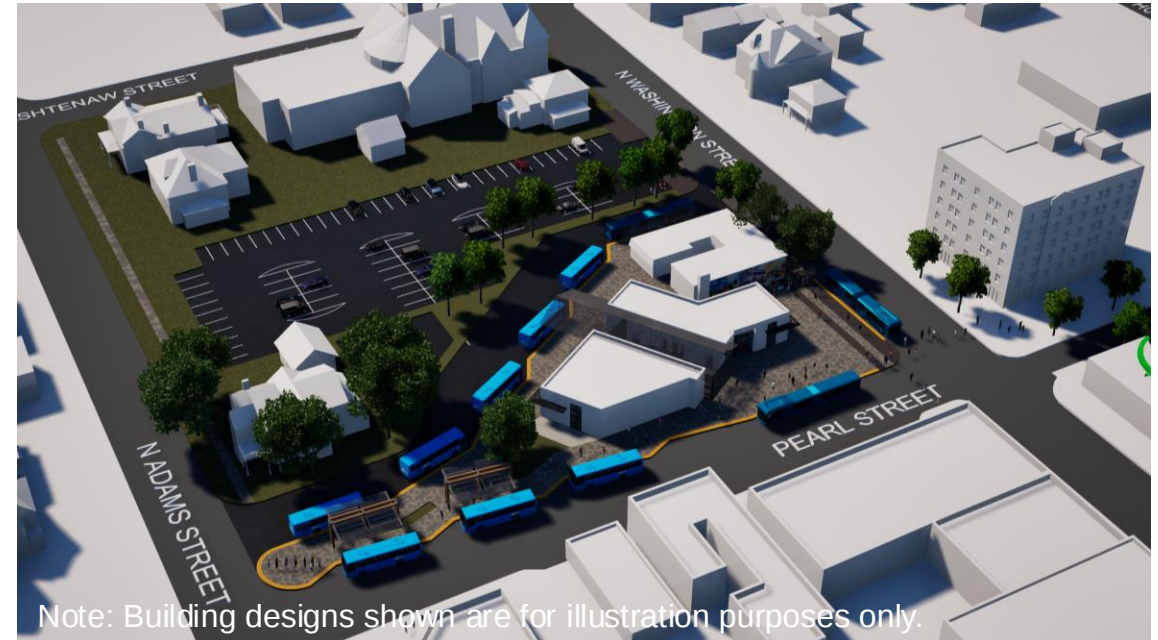


Concept B.1 - Recommended

Note: Building designs shown are for illustration purposes only.

Concept B.1 - Recommended

- Highlights:
 - Large footprint for building and platform area
 - Space for multimodal
 - Maximizes bus bays on platform
 - No demolition of buildings/property along Washington St



Concept B.1 - Recommended

- Highlights:
 - Area for parking
 - Development potential
 - Activates SE corner at Pearl and Washington St as soon as built
 - Brings activity towards commercial streets
 - Parking lot for future development
 - Thoughtful integration of existing commercial buildings



Concept B.1 - Recommended

- Tradeoffs:
 - Existing facility demolished
 - Increased complexity during construction
 - Development potential



Note: Building designs shown are for illustration purposes only.



Concept B.1 - Recommended

Note: Building designs shown are for illustration purposes only.

Next Steps

Next Steps

- Continue environmental review
- Finalize site concept and develop schematics
- Next round of public engagement in fall/winter 2024-2025
- Move into the next phase spring 2025





REQUEST FOR LEGISLATION
July 16, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Ordinance No. 1436 - An Ordinance entitled "An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates".

Public Hearing Resolution No. 2024-162, close the public hearing.

Resolution No. 2024-161, determination.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. ORD No 1436 Resolution
2. ORDINANCE NO. 1436
3. YCUA RFL 2024 City Water Sewer Rate Change Request
4. Resolution No 2024-162 PH

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: July 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-161
July 16, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, YCUA Board of Commissioners approved a recommendation to City Council for a water and readiness to serve rate increase; and

WHEREAS, The proposed increase of 3.07% to City Division customers would become effective September 1, 2024, and

WHEREAS, The Great Lakes Water Authority's Water Charge increase to YCUA was 3.07% which becomes effective July 1, 2024; and

NOW THEREFORE BE IT RESOLVED, that the Ypsilanti City Council approve the Readiness to Serve Water Rate Increase Ordinance, Ordinance No. 1436.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

ORDINANCE NO. 1436

An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances shall be amended as follows:

(b) For all billings rendered prior to September 1, 2024, existing water service rates shall prevail. For all billings rendered on or after September 1, 2024, water service rates shall be as follows, for each bimonthly (two-month) period:

(1) Readiness-to-serve rates based on size of meter:

Meter Size (inch)	Water Rate
5/8-3/4	\$ 22.29
1	\$ 55.74
1-1/2	\$ 111.47
2	\$ 178.35
3	\$ 557.33
4	\$ 1,114.66
6	\$ 2,229.32
8	\$ 3,901.31
10	\$ 6,130.63
12	\$ 7,245.29

(2) **Commodity rate:** \$6.37 per 100 cubic feet

This Ordinance shall take effect and be in full force upon publication in the Washtenaw Legal News.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2024.

Nicole Brown, Mayor

Tracey Boudreau, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 2024-1436 was published in the Washtenaw Legal News on the ____ day of _____, 2024.



YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

June 24, 2024

VIA EMAIL

Ms. Tracey Boudreau, Clerk
CITY OF YPSILANTI
One South Huron Street
Ypsilanti, Michigan 48197-5400

Re: Water and Sewer Rate Changes

Dear Ms. Boudreau:

Please be advised that the YCUA Board of Commissioners will consider a recommendation to City Council for a water and readiness to serve rate increase at their regular meeting on June 26, 2024. The proposed increase of 3.07% to City Division customers would become effective September 1, 2024. The Great Lakes Water Authority's Water Charge increase to YCUA was 3.07% which will become effective July 1, 2024. At the same meeting, the YCUA Board of Commissioners will also consider a recommendation to the City Council for an increase in the sewer and readiness to serve rate by 2.00%. The proposed increase to City Division customers would also become effective September 1, 2024. The applicable ordinances needed to approve these increases are attached as well as the supporting documentation. The combined effect of these rate adjustments will be a 2.65% increase in a City Division customer's bimonthly bill.

Please place these items on the City Council's agenda for their consideration at the July 2 and July 16, 2024, meetings. Please also forward the supporting material attached for their use in considering these ordinance adoption requests.

Please contact me with any questions or concerns regarding this information by email at lblackburn@ycua.org or by phone at 734-484-4600 ext. 116.

Sincerely,

A handwritten signature in blue ink that reads 'Luther Blackburn'.

LUTHER BLACKBURN, Executive Director
Ypsilanti Community Utilities Authority

Enclosures

cc w/encl.: Mr. Andrew Hellenga
Mr. Matthew T. Jane
Mr. Dwayne Harrigan
Ms. Gail M. Thomas

YCUA City Division

	water	sewer	Total
Current			
Ready to Service	\$21.63	\$19.02	\$40.65
Commodity rate (per unit)	\$6.18	\$3.40	\$9.58

Average User residential

	10 units(7,480 gallons) per 2 month billing cycle		
	water	sewer	Total
Ready to Service	\$21.63	\$19.02	\$40.65
10 units	\$61.85	\$33.96	\$95.81
Total	\$83.48	\$52.98	\$136.46

**Effect on average city customers with a proposed 3.07% water rate increase,
a sewer rate increase of 2.0%. Combined effect 2.65%**

	water	sewer	Total
PROPOSED: September 01, 2024			
Ready to Service	\$ 22.29	\$ 19.40	\$41.69
Commodity rate (per unit)	\$ 6.37	\$ 3.46	\$9.84

Average User residential (proposed)

	10 units(7,480 gallons) per 2 month billing cycle		
	water	sewer	Total
Ready to Service	\$22.29	\$19.40	\$41.69
10 units	\$63.75	\$34.64	\$98.39
Total	\$86.04	\$54.04	\$140.08
Increase in bill			\$3.62
Percent Change	3.07%	2.00%	2.65%

ORDINANCE NO. 2024 – _____

An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances shall be amended as follows:

(b) For all billings rendered prior to September 1, 2024, existing water service rates shall prevail. For all billings rendered on or after September 1, 2024, water service rates shall be as follows, for each bimonthly (two-month) period:

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4	\$ 1,114.66
6	\$ 2,229.32
8	\$ 3,901.31
10	\$ 6,130.63
12	\$ 7,245.29

(2) Commodity rate: \$6.37 per 100 cubic feet

* * * * *

This Ordinance shall take effect and be in full force upon publication in the _____.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2024.

Nicole Brown, Mayor

Tracey Boudreau, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 2024-_____ was published in the
_____ on the _____ day of _____, 2024.

ORDINANCE NO. 2024 – _____

An ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to adjust sewage disposal rates.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances shall be amended as follows:

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2	\$ 155.17
3	\$ 484.92
4	\$ 969.82
6	\$ 1,939.66
8	\$ 3,394.40
10	\$ 5,334.05
12	\$ 6,303.89

(2) **Commodity rate:** \$3.46 per 100 cubic feet

* * * * *

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DAY OF _____, 2024.

Nicole Brown, Mayor

Tracey Boudreau, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 2024-_____ was published in the
_____ on the _____ day of _____, 2024.



Resolution No. 2024-162
July 16, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an Ordinance entitled "An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates" be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
July 16, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Ordinance No. 1437 - An Ordinance entitled "An ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to adjust sewage disposal rates".

Public Hearing Resolution No. 2024-164, close the public hearing.

Resolution No. 2024-163, determination.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. YCUA RFL 2024 City Water Sewer Rate Change Request
2. ORD No 1437 Resolution
3. ORDINANCE NO. 1437
4. Resolution No 2024-164 PH

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: July 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Dedicated to Providing Top Quality, Cost Effective, and
Environmentally Safe Water and Wastewater Services to Our Customers

YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

June 24, 2024

VIA EMAIL

Ms. Tracey Boudreau, Clerk
CITY OF YPSILANTI
One South Huron Street
Ypsilanti, Michigan 48197-5400

Re: Water and Sewer Rate Changes

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Please contact me with any questions or concerns regarding this information by email at lblackburn@ycua.org or by phone at 734-484-4600 ext. 116.

Sincerely,

A handwritten signature in blue ink that reads 'Luther Blackburn'.

LUTHER BLACKBURN, Executive Director
Ypsilanti Community Utilities Authority

Enclosures

cc w/encl.: Mr. Andrew Hellenga
Mr. Matthew T. Jane
Mr. Dwayne Harrigan
Ms. Gail M. Thomas

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ORDINANCE NO. 2024 – _____

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BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

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8	\$ 3,901.31
10	\$ 6,130.63
12	\$ 7,245.29

(2) Commodity rate: \$6.37 per 100 cubic feet

* * * * *

This Ordinance shall take effect and be in full force upon publication in the _____.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2024.

Nicole Brown, Mayor

Tracey Boudreau, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 2024-_____ was published in the
_____ on the _____ day of _____, 2024.

ORDINANCE NO. 2024 – _____

An ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to adjust sewage disposal rates.

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(2) **Commodity rate:** \$3.46 per 100 cubic feet

* * * * *

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DAY OF _____, 2024.

Nicole Brown, Mayor

Tracey Boudreau, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 2024-_____ was published in the
_____ on the _____ day of _____, 2024.



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, YCUA Board of Commissioners approved a recommendation to City Council for an increase in the sewer and readiness to serve rate; and

WHEREAS, The proposed increase of 2.00% to City Division customers would become effective September 1, 2024, and

NOW THEREFORE BE IT RESOLVED, that the Ypsilanti City Council approve the Sewer Readiness to Serve Water Increase Ordinance, Ordinance No. 1437.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

ORDINANCE NO. 1437

An ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to adjust sewage disposal rates.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances shall be amended as follows:

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(2) Commodity rate: \$3.46 per 100 cubic feet

This Ordinance shall take effect and be in full force upon publication in the Washtenaw Legal News.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2024.

Nicole Brown, Mayor

Tracey Boudreau, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 2024-1436 was published in the Washtenaw Legal News on the ____ day of _____, 2024.



Resolution No. 2024-164
July 16, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an Ordinance entitled "An ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to adjust sewage disposal rates" be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
July 16, 2024

For: Mayor and City Council

From:

Subject: Resolution No. 2024-165 Approving all items on the Consent Agenda.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. 2024 Consent

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: July 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-165
July 16, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items on the consent agenda be approved:

1. Resolution No. 2024-167, approving the minutes of the July 2, 2024 City Council meeting.
2. Resolution No. 2024-168 approving the Property and Liability insurance renewal for the City, with the Michigan Municipal League (MML) Liability and Property Pool in the amount of \$457,098.
3. Resolution No. 2024-169 Correcting Resolution No. 2024-143 for MDOT amendment.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
July 16, 2024

For: Mayor and City Council

From:

Subject: Resolution No. 2024-167 approving the minutes of July 2, 2024 Council Meeting.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Resolution No 2024-167 Minutes
2. July 2, 2024 Council Meeting Minutes

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: July 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-167
July 16, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the July 2, 2024, City Council Meetings be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**MINUTES
REGULAR COUNCIL MEETING
7:00 PM - Tuesday, July 2, 2024
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. CALL TO ORDER

Mayor Brown called the meeting to order at 7:04 p.m.

II. ROLL CALL

PRESENT at roll call were Mayor Brown, Mayor Pro-Tem Wilcoxon, Council Member King, Council Member Tooson, and Council Member Sweet. ABSENT: Council Member McLean (attending via Zoom, but not voting), Council Member Simmons

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

Council Member King requested to remove Resolution No. 2024-158 from the agenda.

Council President Pro Tem requested to move Item D (appointing Chuck Bultman) from the consent agenda, and move it to Section VIII, Item E.

Council Member Tooson moved to Approve the AGENDA as amended. Council Member Sweet seconded the motion.

Yes:	(5)	Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown
No:	0	None
Absent:	(2)	Desirae Simmons, Patrick McLean

V. PUBLIC COMMENT (3 MINUTES)

30 member of the public spoke.

VI. PRESENTATIONS

- A. Police co-response with County Sheriff**

VII. CONSENT AGENDA

- A. Resolution No. 2024-151, approving the Consent Agenda.**

Council Member Tooson moved to Approve Resolution No. 2024-151, approving the Consent Agenda. as amended. Council Member Sweet seconded the motion.

<u>Yes:</u>	<u>(5)</u>	<u>Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown</u>
<u>No:</u>	<u>0</u>	<u>None</u>
<u>Absent:</u>	<u>(2)</u>	<u>Desirae Simmons, Patrick McLean</u>

- B. Resolution No. 2024-152, approving the minutes of June 18, 2024.**

Council Member Tooson moved to Approve Resolution No. 2024-152, approving the minutes of June 18, 2024, as presented. Council Member Sweet seconded the motion.

<u>Yes:</u>	<u>(5)</u>	<u>Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown</u>
<u>No:</u>	<u>0</u>	<u>None</u>

Absent: (2) Desirae Simmons, Patrick McLean

C. Resolution No. 2024-153, approving the tying of teal ribbons in the business districts for "Turn the Town Teal".

Council Member Tooson moved to Approve Resolution No. 2024-153, approving the tying of teal ribbons in the business districts for "Turn the Town Teal". as presented. Council Member Sweet seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown

No: 0 None

Absent: (2) Desirae Simmons, Patrick McLean

E. Resolution appointing Lisa Voelker to the Human Relations Commission with a term ending July 1, 2027.

Council Member Tooson moved to Approve Resolution 2024-153b appointing Lisa Voelker to the Human Relations Commission with a term ending July 1, 2027. Council Member Sweet seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown

No: 0 None

Absent: (2) Desirae Simmons, Patrick McLean

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

A. Resolution No. 2024-154, approving a Planned Unit Development (PUD) & Site Condominium: Mixed-Use and Multi-Family Development at 124 Pearl Street and 120 Pearl

Mayor Pro-Tem Wilcoxon moved to Amend Resolution No. 2024-154, by adding the condition that the final PUD agreement be approved by the City Attorney, and then reviewed and approved by City Council. Council Member Tooson seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown

No: 0 None

Absent: (2) Desirae Simmons, Patrick McLean

Council Member Sweet moved to approve Resolution No. 2024-154, approving a Planned Unit Development (PUD) & Site Condominium: Mixed-Use and Multi-Family Development at 124 Pearl Street and 120 Pearl as amended. Council Member King seconded the motion.

Yes: (4) Michelle King, Roland Tooson, Steve Wilcoxon, Nicole Brown

No: (1) Evan Sweet

Absent: (2) Desirae Simmons, Patrick McLean

B. Resolution No. 2024-155, approving an agreement with FedUp Ministries to provide funding for operations.

Council Member Sweet moved to Amend Resolution No. 2024-155, by adding that after the contract ends, FedUp Ministries will provide a presentation to City Council on the financial information. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown

No: 0 None

Absent: (2) Desirae Simmons, Patrick McLean

A motion was made by Mayor Pro Tem Wilcoxon, seconded by Council Member King, to extend the meeting until 11 p.m. The motion passed unanimously.

Mayor Pro Tem Wilcoxon moved to Amend Resolution No. 2024-155, by filling in the blanks on the contract to include total funding of \$50,000; \$10,000 on signing; with the remaining funds being evenly distributed monthly through October; and a with a term ending October 31, 2024. Council Member Tooson seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown

No: 0 None

Absent: (2) Desirae Simmons, Patrick McLean

Mayor Pro Tem Wilcoxen moved to Amend Resolution No. 2024-155, by requiring monthly accounting reports from FedUp Ministries. Council Member Sweet seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxen, Nicole Brown
No: 0 None
Absent: (2) Desirae Simmons, Patrick McLean

Mayor Pro Tem Wilcoxen moved to Amend Resolution No. 2024-155, by requiring KPI data to be included with the monthly accounting from FedUp Ministries. Council Member Tooson seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxen, Nicole Brown
No: 0 None
Absent: (2) Desirae Simmons, Patrick McLean

Council Member King moved to approve Resolution No. 2024-155, approving an agreement with FedUp Ministries to provide funding for operations, as amended. Council Member Tooson seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxen, Nicole Brown
No: 0 None
Absent: (2) Desirae Simmons, Patrick McLean

C. Resolution No. 2024-156, approving an Administrative Services with the Downtown Development Authority.

Mayor Pro-Tem Wilcoxen moved to Amend Resolution No. 2024-156, by amending the resolved clause to read as follows:

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council directs the Mayor and City Clerk to enter into an Administrative Services Contract for 24 months with the DDA to provide administrative services for both the Community Services Department and the DDA.

Council Member Sweet seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxen, Nicole Brown
No: 0 None
Absent: (2) Desirae Simmons, Patrick McLean

Council Member Sweet moved to approve Resolution No. 2024-156, approving an Administrative Services contract with the Downtown Development Authority as amended. Mayor Pro Tem Wilcoxen seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxen, Nicole Brown
No: 0 None
Absent: (2) Desirae Simmons, Patrick McLean

D. Resolution No. 2024-157, approving an an amendment to the agreement with Michigan Department of Natural Resources for Frog Island.

Mayor Pro-Tem Wilcoxen moved to Approve Resolution No. 2024-157, approving an amendment to the agreement with the Michigan Department of Natural Resources for Frog Island. as presented. Council Member King seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxen, Nicole Brown
No: 0 None
Absent: (2) Desirae Simmons, Patrick McLean

D. Resolution Appointing Chuck Bultman to the Historic District Commission with a term ending December 31, 2027.

Council Member Tooson moved to Approve Resolution No. 2024-153a Appointing Chuck Bultman to the Historic District Commission with a term ending December 31, 2027. Mayor Pro-Tem Wilcoxen seconded the motion.

Yes: (4) Evan Sweet, Roland Tooson, Steve Wilcoxen, Nicole Brown
No: 0 None
Absent: (3) Desirae Simmons, Patrick McLean, Michelle King

A motion was made by Mayor Pro Tem Wilcoxen Appointing Chuck Bultman as the dangerous buildings officer with a term ending November 9, 2026. Council Member Tooson seconded the motion.

Yes: (4) Evan Sweet, Roland Tooson, Steve Wilcoxen, Nicole Brown

No: 0 None

Absent: (3) Desirae Simmons, Patrick McLean, Michelle King

E. Resolution No. 2024-158, honoring Kamal Harris for his achievements and congratulate him on entering the NFL.

This item was removed from the agenda.

F. Resolution No. 2024-159, approving the Fee Schedule for 2024.

Council Member Sweet moved to Amend Resolution No. 2024-159, approving the Fee Schedule for 2024 by changing the Weekend Wedding Hourly Rate to \$400 for residents; \$500 non-residents and also to delete the residential fee section with no code that is there in error. Council Member King seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxen, Nicole Brown

No: 0 None

Absent: (2) Desirae Simmons, Patrick McLean

A motion was made by Council Member Sweet, seconded by Mayor Pro Tem Wilcoxen, to extend the meeting to 11:30. The motion passed unanimously.

Mayor Pro-Tem Wilcoxen moved to Approve Resolution No. 2024-159, approving the Fee Schedule for 2024. as amended. Council Member Sweet seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxen, Nicole Brown

No: 0 None

Absent: (2) Desirae Simmons, Patrick McLean

IX. BOARD AND COMMISSION - LIAISON REPORTS

A. Police Advisory Commission

Council Member Tooson reported that the next meeting is July 25th at 7 p.m. and there will be a YPAC joint meeting with the HRC on July 10th.

B. Human Relations Commission

Council Member King reported that the joint meeting with YPAC will be at 7 p.m. in Council Chambers and they are working to put together a community forum.

C. Parks and Arts Commission

No update.

D. Sustainability Commission

No report.

E. Historic District Commission

Council Member McLean reported that the meeting is next Tuesday at 7p.m.

F. Planning Commission

Mayor Pro Tem Wilcoxen reported they met last week and the only thing of note on the agenda was the EMB. City Planner presented ordinances from comparable cities. The Church wants a bigger sign than is allowed, and we got hung up on trying to give them that.

G. Zoning Board of Appeals

Mayor Pro Tem Wilcoxen reported that the scheduled meeting was cancelled.

X. LIAISON REPORTS

A. SEMCOG Update

Council President Pro Tem reported that he attended the General Assembly last week and it was great. They have multiple moving parts with officers and panels that review presentations, like a regional transportation

plan, presented by PEAK. PEAK filmed this video in Ypsilanti, using our new infrastructure, regarding accessible biking for all.

B. Washtenaw Area Transportation Study

No report.

C. Urban County

The Mayor reported that the meeting was cancelled for the 4th of July holiday.

D. Ypsilanti Downtown Development Authority

Mayor Brown reported that there was a special meeting held to review the Administrative Services agreement that is on tonight's agenda.

E. Friends of Rutherford Pool

Mayor Pro Tem Wilcoxon reported that the July and August meetings were cancelled as the chair is out of town.

XI. COUNCIL PROPOSED BUSINESS

Council Member Tooson -

- Had a wonderful Juneteenth celebration in Birmingham Alabama with family, especially his uncle who played for the Birmingham Black Barrons in the Negro League.
- Came back to celebrate Juneteenth in Ypsi in our Huron parking lot and the Car Show.
- Just wants to say love on people and show them everyday!!

Council Member Sweet -

- Bringing up resident complaint regarding missing pedestrian crossing at Grove and Cross. Please reinstall.
- The Oak and Prospect street signs are completely gone - the pole is there, but no signs. Please address.

Mayor Pro Tem Wilcoxon -

- In the past, we've had parliamentary training for Commissioners, and I would like to make it mandatory, and also that they follow Robert's Rules of Order. I will be bringing forward ordinance changes to reflect this.
- Ran into Senator Jeff Erwin and discussed \$3M Earmarked funds for Ypsi infrastructure, for Frog Island, the DPS Yard, or the Cross Street Bridge. I would like to discuss this at the next Council meeting, because we may be able to give some input on which project the money is given to.

Council Member King -

- There will be a meet and greet in the tot lot on July 13th at Ainsworth Circle and they are requesting the grass be cut. Can we please ensure that it is completed by then.
- Met with Growing Hope to discuss more ways we can partner together.
- Kudos to the Juneteenth planning group - they did an amazing job with the event!

Council Member McLean -

- On June 26th, along with Council Member King, attended the Ann Arbor-Ypsilanti combo Chamber of Commerce meeting.
- We had a small conversation about fireworks at the last meeting, and I plan to bring forward legislation to reduce the number days they are allowed. I am looking for input from our residents.
- Happy Canada Day!

XII. COMMUNICATIONS FROM THE MAYOR

Mayor Brown had a question about a cone in the middle of first avenue, which DPS Director Wesser addressed.

XIII. COMMUNICATIONS FROM THE CITY MANAGER

No report.

XIV. PUBLIC COMMENT (3 MINUTES)

One member of the public spoke.

XV. REMARKS FROM THE MAYOR

XVI. ADJOURNMENT

A. Resolution No. 2024-159, adjourning the City Council Meeting.

The meeting was adjourned at 11:24 p.m.

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



REQUEST FOR LEGISLATION
July 16, 2024

For: Mayor and City Council

From:

Subject: Resolution No. 2024-168 approving the Property and Liability insurance renewal for the City, with the Michigan Municipal League (MML) Liability and Property Pool in the amount of \$457,098.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL MML Renewal (2024)
2. Res. No. 2024 MML Liability and Property Pool Renewal
3. City of Ypsilanti renewal proposal 2024 8-1-24-25 (002)

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: July 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
July 18, 2024

TO: Mayor and City Council
FROM: Tracey Boudreau, City Clerk
SUBJECT: Resolution to Approve MML Renewal Premium for 202

SUMMARY & BACKGROUND:

The renewal premium for the Property and Liability insurance renewal for the City of Ypsilanti effective August 1, 2024-2025 with the MML Liability & Property Pool is **\$457,098** compared to the expiring premium of **\$414,103** This is a premium increase of \$42,995.

Reasons for the change in premium:

- Annual Payroll -- \$7,700,000 (was \$7,048,289 in 2023)
- Property --\$24,365,684 (Increase of \$1,199,572 based on recent property appraisal from 2023)
- Number of Law Enforcement Officers – 25
- Number of Vehicles – 66 (no change from 2023)
- Agreed Amount— 15 vehicles

The Board of Directors of the MML Liability & Property Pool voted to return another dividend in 2024 to renewing Members. The City's portion of the dividend return is **\$35,832**. The city will receive the dividend after paying your renewal premium.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution
MML Proposal

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 7/16/2024

CITY MANAGER COMMENTS: _____

FINANCE DIRECTOR APPROVAL: _____



Resolution No. 2024-168
July 18, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the premium for the Property and Liability insurance renewal for the City of Ypsilanti effective August 1, 2024-2025 with the Michigan Municipal League (MML) Liability and Property Pool be approved in the amount of **\$457,098** be approved.

BE IT FURTHER RESOLVED THAT the City Manager is authorized to sign and approve payment of the invoice.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



michigan municipal league

Liability & Property Pool

Proposal

for the

City of Ypsilanti

Presented By:

Brian Steckroth
MML Liability & Property Pool
(248) 204-8283

July 12, 2024

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This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool has been a stable source of comprehensive municipal insurance and risk management services since 1982. It is financially secure and positioned for long-term stability.

The **City of Ypsilanti** has been a Pool member since **1983**.

The Pool staff is made up of municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense, and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Ypsilanti**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Ypsilanti** for an annual premium of **\$457,098**. When compared to last year's cost of \$414,103, it represents a premium increase of \$42,995. In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2024. The **City of Ypsilanti's** portion of the dividend return is \$35,832. The **City of Ypsilanti** will receive this dividend in the month following payment of your 2024 renewal premium.

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience, and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- | | |
|---------------------------------|------------------------------------|
| ✓ 452 Public Entity Members | ✓ 173 Water Utilities |
| ✓ 145 Fire Departments | ✓ 243 Sewer Utilities |
| ✓ 185 Law Enforcement Agencies | ✓ 16 Municipal Marinas |
| ✓ 2,295 Police Officers | ✓ \$6.7 Billion of Property Values |
| ✓ 58,727 Miles of Streets/Roads | ✓ 21 Dams |
| ✓ 7,697 Vehicles | |
| ✓ 18 Electric Utilities | |

City of Ypsilanti
Coverage and Cost Summary
8/1/2024 to 8/1/2025

Coverage	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Comprehensive General Liability (Coverage A)	\$2,000,000	N/A	\$0
Sewer Back-Up Sublimit	No Coverage	N/A	N/A
Personal Injury Liability (Coverage B)	\$2,000,000	N/A	\$0
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$2,000,000	N/A	\$0
EMPLOYMENT PRACTICES SUBLIMIT	\$1,000,000	N/A	\$100,000
Police Liability	\$2,000,000	N/A	\$0
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$0
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability & Data Breach Response	\$100,000	\$100,000	See Declaration
Marina Operator's Liability Limit Per Vessel	N/A	N/A	N/A
Uninsured/Uninsured Motorists Coverage	\$100,000	N/A	N/A
Automobile Liability	\$2,000,000	N/A	\$0
# Vehicles Comprehensive Collision			
66 \$250 \$500			

Agreed Amount, If applicable 15 vehicles

Coverages A, B, C and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$2,000,000 regardless of the number of coverages involved in the occurrence.

Property – Blanket Basis	\$24,365,684	N/A	\$500
Property – Limited Replacement Cost, If applicable			
Property in the Open	Included	N/A	\$500
Earthquake	\$2,000,000	\$2,000,000	\$5,000
Flood (Except for members located in Flood Zone A, AO, AH, A1-A999, AE or AR)	\$1,000,000	\$1,000,000	\$5,000
Consequential Damage	\$100,000	N/A	\$0
Protection and Preservation	\$100,000	N/A	N/A
Personal Effects and Property of Others	\$500	\$2,500	\$250
Extra Expense	\$100,000	N/A	\$0
Valuable Papers	\$100,000	N/A	\$250
Loss Of Rents	\$100,000	N/A	\$0
Loss of Income	\$100,000	N/A	\$0
Accounts Receivable	\$100,000	N/A	\$250
Demolition/Increased Cost of Construction	\$100,000	N/A	N/A
Boiler and Machinery	Included	N/A	\$500
Expediting Expense	\$100,000	N/A	N/A
Fine Arts	\$175,000	N/A	\$250
Ornamental Trees, Shrubs, Plants or Lawns	\$5,000	\$10,000	\$250
Computer Equipment and Media	\$493,626	N/A	\$250
Contractors Equipment	\$2,043,451	N/A	\$250
Golf Carts	\$5,238	N/A	\$250
Police Equipment	\$17,712	N/A	\$250
Radio Equipment	\$11,712	N/A	\$250

Comprehensive Crime Coverage

Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	\$0
Money and Securities Inside	\$100,000	N/A	\$0
Money and Securities Outside	\$100,000	N/A	\$0
Money Orders and Counterfeit Paper	\$100,000	N/A	\$0
Depositors Forgery	\$100,000	N/A	\$0
Funds Transfer Fraud	\$100,000	N/A	\$0
Impersonation Fraud	\$100,000	N/A	\$0
Computer Fraud	\$100,000	N/A	\$0

Bonds

Treasurer Bond	\$100,000
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Only one deductible applies to claims involving two or more property coverages.

**The Michigan Municipal League Liability and Property Pool is
pleased to offer all the coverages and services described in this
proposal for an annual premium of \$457,098**

Cyber Coverage

TOWER 1 Limit	POLICY AGGREGATE LIMIT OF LIABILITY	\$100,000	For all Damages, Claims Expenses, Penalties and PCI Fines, Expenses and Costs
	Information Security and Privacy Sublimit	\$100,000	each Claim and in the Aggregate
	Regulatory Defense and Penalties Aggregate Sublimit:	\$20,000	each Claim and in the Aggregate
	Website Media and Content Liability Aggregate Sublimit:	\$100,000	each Claim and in the Aggregate
	PCI Fines, Expenses and Costs Aggregate Sublimit:	\$10,000	each Claim and in the Aggregate
	Cyber Extortion Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
	First Party Data Protection Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
	First Party Network Business Interruption Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
Note: The above Sublimits are part of, and not in addition to, the overall Policy Aggregate Limit of Liability			
Liability Retention Per Claim:			
TOWER 1 Retention	All other coverages Retention:	\$0	each Claim
	Cyber Extortion:	\$5,000	each Extortion Threat
	First Party Data Protection:	\$5,000	each Data Protection Loss
	First Party Network Business Interruption:	\$5,000	each Business Interruption Loss Waiting Period: 12 hours
Limits of Coverage - Privacy Breach Response Services			
TOWER 2 Limit	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Aggregate Sublimit:	\$50,000	per Incident and in the Aggregate
TOWER 3 Limit	Notified Individuals:	10,000	Notified Individuals in the Aggregate
	A sublimit of up to 10% of Notified Individuals residing outside the United States, which is part of and not in addition to the Notified Individuals Aggregate Limit of Coverage		
Note: The Privacy Breach Response Services Limits of Coverage are separate from and in addi			
Privacy Breach Response Services Threshold/Retention (Each Incident):			
TOWER 2 Retention	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Retention:	\$0	each Incident
TOWER 3 Retention	Notification Services/Call Center Services/Breach Resolution and Mitigation Services Threshold:	0	each Incident

Your Team of Experts



Brian Steckroth
Service & Sales Manager
(248) 204-8283



Michael J. Forster
Pool Administrator
(734) 669-6340



Katelyn Petracca
248-204-6160
(Le – Z)

Alpha Split:



Joan Opett
248-204-8579
(A – La)

Customer Service Representatives



Christopher Flechsig
Liability Claims Supervisor
(810) 844-8146



Matt Heins
Loss Control Supervisor
Law Enforcement Action Forum Coordinator
(248) 791-4371

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
 - ✓ Safety aspects of emergency vehicle operations
 - ✓ Accident investigation for supervisors
 - ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

City of Ypsilanti Has . . .

- ✓ \$7,700,000 Annual Payroll
- ✓ \$24,365,684 of total values for real and personal property
- ✓ 25 Law enforcement officers
- ✓ 66 Vehicles
- ✓ \$90 Michigan Catastrophic Claims Assessment (MCCA) per vehicle (was \$121/vehicle for 2023) ↓

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events ***excluding*** -
 - Fireworks (unless endorsed)
 - Liquor Liability
 - Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):

Annual Aggregate Sublimit	Additional Premium
\$500,000	Yes
\$1,000,000	Yes
2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):

NO ADDITIONAL PREMIUM

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Expected or intended injury
- ✓ Breach of contract
- ✓ Failure of dams (unless endorsed)
- ✓ Backup of Sewers and Drains
- ✓ Aircraft Liability – (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing

Cyber Liability and Data Breach Response Coverage

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

Public Officials Liability Coverage

“Wrongful Acts”, including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials’ liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual’s right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
 - ✓ Risk Control Solutions
 - ✓ Safety & Health Manual
 - ✓ Risk Management is Good Management Program
 - ✓ Law Enforcement Newsletters
 - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.



REQUEST FOR LEGISLATION
July 16, 2024

For: Mayor and City Council

From: Bonnie Wessler, DPS Director

Subject: Resolution No. 2024-169 Correcting Resolution No. 2024-143 for MDOT amendment.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. MDOT update info- Council- RFL_Resolution
2. MDOT Resolution Updated

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: July 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION

From: Bonnie Wessler, Director of Public Services

Subject: MDOT 2207B: Performance Resolution for Municipalities

The City of Ypsilanti works closely with MDOT on a number of fronts. This is an update to a 2005 Council resolution that allows staff to apply for permits to MDOT for various routine activities, including activities carried out as part of our trunkline maintenance contract and the two annual parades.

RECOMMENDED ACTION: Approval

ATTACHMENTS: 2005 Resolution

2024 Goal Alignment

- Strategic Goal 1: Capital Improvements and revitalization of City owned facilities and spaces.
 - Strategic Goal 2: Staff retention and creating greater efficiencies.
 - Strategic Goal 3: Community Engagement
 - Strategic Goal 4: Community Development
 - **Strategic Goal 5: Infrastructure and investment**
 - Strategic Goal 6: Financial Planning
-



Resolution No. 2024-169
July 16, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti works closely with MDOT on a number of fronts.

WHEREAS, the MDOT Performance Resolution for Municipalities authorizes the application for an Annual Permit that allows staff to apply to MDOT for various routine activities, including activities carried out as part of our trunkline maintenance contract and the two annual parades

THEREFOR BE IT RESOLVED, that City Council hereby authorizes the application for an Annual Permit that will allow the City of Ypsilanti to work within the Michigan Department of Transportation's (MDOT) right-of-way to complete work under the conditions of the permit

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
July 16, 2024

For: Mayor and City Council

From:

Subject: Resolution No. 2024-170 adopting Ordinance No. 1435, the Fair Chance Access to Housing Ordinance.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Fair Chance Housing HRC ORD - 2nd reading RFL

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: July 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION

Date: July 11, 2024

For: Mayor and City Council

From: Katie Jones, Community, Economic Development, and Equity Manager

Subject: Human Relations Commission – Fair Chance Access to Housing Ordinance

SUMMARY & BACKGROUND:

The Human Relations Commission voted in April 2024 to recommend the City Council to adopt a [Fair Chance Access to Housing Ordinance](#), like the City of Ann Arbor. The commission felt that such an ordinance would allow previously incarcerated individuals and individuals with a criminal history to compete for rental housing and reside with family members and others in the City of Ypsilanti.

RECOMMENDED ACTION:

The Human Relations Commission recommends that council review the Fair Chance to Housing Ordinance and adopt it.

ATTACHMENTS:

A) Fair Chance Access to Housing Ordinance

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Human Relations Commission voted in April 2024 to adopt a Fair Chance Access to Housing Ordinance; and

WHEREAS, the Human Relations Commission recommends that such an ordinance would give previously incarcerated individuals and individuals with a criminal history the fair chance to compete for rental housing and to reside with family members and others, and

WHEREAS, The Human Relations Commission recommends that council review and adopt the Fair Chance to Housing Ordinance; and

NOW THEREFORE BE IT RESOLVED, that the Ypsilanti City Council approve the Fair Chance Access to Housing Ordinance.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

ORDINANCE 1435

AN ORDINANCE TO ADD SECTION _____ OF CHAPTER 58 (FAIR CHANCE ACCESS TO HOUSING) TO THE CODE OF THE CITY OF YPSILANTI

The City of Ypsilanti ordains:

Sec _____. That Chapter 58 (Human Relations Commission) of Article II of the Code of the City of YPSILANTI be added as follows:

-Title.

This Section shall be known as the “Fair Chance Access to Housing Ordinance” or “Fair Chance Housing Ordinance” of the City of Ypsilanti.

- Purpose.

The purpose of this section is to give previously incarcerated Individuals or other Individuals with a Criminal History the opportunity to compete for rental Housing and/or reside with family members and others. Such Housing is crucial for successful reintegration into the community, obtaining gainful employment, and reducing homelessness.

- Definitions.

For the purposes of this section, the following words and phrases have the following meanings:

- (1) Adverse Action means a refusal to engage in or negotiate a rental unit transaction; denying tenancy; representing that a rental unit is not available for rent or lease when it is, in fact, available; refusing to add a household member to an existing lease; applying different terms or conditions to a rental unit transaction; or otherwise making a rental unit unavailable.
- (2) Aggrieved Individual means an Applicant who believes they were subject to an Adverse Action; a tenant who believes they or their Close Family Member was subject to an Adverse Action at their rental unit based on the application of an Applicant to reside in such family member’s rental unit; or a tenant who believes they were subject to an Adverse Action based on the application of an Individual to reside in such tenant’s rental unit to replace an existing tenant, add a new tenant, or to sublet.
- (3) Applicant means an Individual or group of Individuals considered or who request(s) to be considered for tenancy within a Housing accommodation, including any rental unit.

- (4) Arrest Record means information indicating that an Individual has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor, or other offense by any law enforcement or military authority.
- (5) Background Check Report means any report regarding an Applicant's Criminal History, including, but not limited to, those produced by law enforcement agencies, courts, or by any consumer reporting or tenant screening agency.
- (6) Close Family Member means spouse, domestic partner, child, sibling, parent, grandparent, or grandchild. Conditional Offer means an offer that is conditioned on the results of the Housing Provider's inquiry into or gathering information about the Applicant's Criminal History.
- (7) Conviction means the final judgment arising from a verdict of guilty, a plea of guilty, or a plea of nolo contendere.
- (8) Criminal History means information transmitted orally or in writing or by any other means, and obtained from any source, including, but not limited to, the Individual to whom the information pertains, a government agency or a Background Check Report, regarding: one or more Convictions or Arrest Records; a Conviction that has been sealed, dismissed, vacated, expunged, voided, invalidated, or otherwise rendered inoperative by judicial action or by statute; a determination or adjudication in the juvenile justice system; a matter considered in or processed through the juvenile justice system; or participation in or completion of a diversion or a deferral of judgment program.
- (9) Housing means any residential rental housing, building, or unit, whether legally permitted or not, in the City of Ypsilanti, except for the following:
 - (a) Single-family dwellings where the owner or subleasing tenant occupies the dwelling as their principal residence;
 - (b) An accessory rental unit or detached accessory rental unit wherein the owner or Individual entitled to possession thereof maintains a permanent residence on the same lot;
 - (c) A dwelling unit in a residential property that is divided into a maximum of 3 units, one of which is occupied by the owner as their principal residence;
 - (d) Units where the owner has previously occupied the rental unit as their principal residence and has the right to recover

possession for their occupancy as a principal residence under a written rental agreement with the current tenants; and

(e) Tenant-occupied units where an occupying tenant seeks to replace an existing co-tenant, add an additional co-tenant, or sublet the unit, provided that the occupying tenant remains in occupancy.

(10) Housing Provider means a landlord, owner, lessor, sublessor, assignee, or their agent, or any other Person receiving or entitled to receive rents or benefits for the use or occupancy of any rental unit within a Housing facility in the City, except for Public Housing Agencies as defined in 24 CFR § 982.4 and Permanent Supportive Housing providers. In this context, it is not defined under the Ypsilanti City Code but could be recognized by housing providers.

(11) Individual means a human being, as distinguished from a Person, as defined under this Code. Permanent Supportive Housing (PSH) is a combination of affordable housing and voluntary support services provided by the same Person and/or its subsidiaries and/or affiliates that helps people achieve housing stability and lead healthier, productive lives. In this context, it is not defined under the Ypsilanti City Code but could be recognized by housing providers.

(12) Person is as defined in _____ of this Code.

- Restrictions on use of Criminal History in Housing decisions.

Except as provided in Section _____ of this Code, a Housing Provider shall not, at any time or by any means, whether direct or indirect, inquire about an Applicant's Criminal History, require an Applicant to disclose Criminal History, require an Applicant to authorize the release of Criminal History or, if such information is received, base an Adverse Action in whole or in part on an Applicant's Criminal History.

- Requirements for Housing Providers.

(1) It shall be unlawful for any Housing Provider to produce or disseminate any advertisement related to Housing that expresses, directly or indirectly, that any Individual with Criminal History will not be considered for the rental or lease of real property or may not apply for the rental or lease of real property, except as required by state or federal law.

(2) The City shall publish and make available to Housing Providers, in English, Spanish, and all languages spoken by more than 5 percent of the

City's population, a notice suitable for posting that informs Applicants for Housing of their rights under this section. The notice shall contain the following information:

(a) A description of the restrictions and requirements of this section; and

(b) Instructions for submitting a complaint to the City about a violation of this section.

Housing Providers shall include the notice required by this section prominently on their application materials, websites, and at any locations under their control that are frequently visited by Applicants. (3)

(4) Nothing in this section shall prohibit a Housing Provider from complying with a request by the City to provide records for purposes of demonstrating compliance with the requirements of this section.

– Exceptions.

(1) It shall not be a violation of this section for a Housing Provider to comply with federal or state laws that require the Housing Provider to exclude tenants based on certain types of Criminal History. If such a legal requirement applies, the Housing Provider shall not inquire about, require disclosure of, or, if such information is received, review an Applicant's Criminal History until the Housing Provider first does all of the following:

(a) Determines that the Applicant is qualified to rent the Housing under all of the Housing Provider's criteria for assessing Applicants aside from any federal or state mandated Criminal History criteria;

(b) Gives to the Applicant a Conditional Offer of a rental agreement that commits to providing the Housing to the Applicant as long as the Applicant meets federal and state mandated Criminal History criteria;

(c) Provides written advance notice to the Applicant stating that the Housing Provider will review the Applicant's Criminal History for the sole purpose of complying with any applicable federal and state laws, and describing the specific legal requirements and reasons the Applicant may be disqualified; and

(d) Requests written consent from the Applicant, or if the Applicant objects, provides the Applicant the opportunity to withdraw the rental application.

(2) The denial of Housing by a Housing Provider because of a past criminal Conviction may be based only on state and federal requirements.

(3) If any Adverse Action by a Housing Provider is based in whole or in part on the Applicant's Criminal History in compliance with federal or state law as described in this section, the Housing Provider shall provide a written notice to the Applicant regarding the Adverse Action that includes, at a minimum, all of the following:

- (a) The reason(s) for the Adverse Action;
 - (b) A copy of any Criminal History, Background Check Report, or other information related to the Applicant's Criminal History that served as a basis for the Adverse Action;
 - (c) An opportunity to respond with rebutting or mitigating information prior to the denial of Applicant's Housing application; and
 - (d) Instructions regarding how to file a complaint about the Adverse Action with the City.
- (4) Nothing in this section shall be construed to apply to a Public Housing Agency as defined by
- (5) Nothing in this section shall be construed to apply to Permanent Supportive Housing providers.
- (a) Permanent Supportive Housing providers adhere to Housing First policies by housing those who need it most, with no pre-conditions, offer a broad array of supports to help Individuals stay housed, and practice harm reduction to engage and support people on their path to recovery.
 - (b) To qualify as exempt as a Permanent Supportive Housing provider under this subsection, the Person must be a homeless service provider agency as recognized by the Washtenaw County Continuum of Care Board.

- Retaliation Prohibited.

It shall be a violation of this section to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this section, or to take any Adverse Action against any Individual because the Individual exercised or attempted in good faith to exercise any right protected under this section.

- Complaint procedure.

- (1) A complaint about a violation of this section should be made in writing to the City Attorney. The complaint may be submitted in person, by mail, or electronically. The complaint should contain the

name, address, and phone number and/or email address of the complainant; the location, date, and description of the violation; and the name, address, and phone number and/or email address of the respondent.

- (2) Upon receipt, the City Attorney will review the complaint, communicate with the complainant, and take appropriate action with respect to the matter, including, but not limited to:
 - (a) Where appropriate, referring the complainant to other local, state, or federal entities for investigation and remedy;
 - (b) Informally mediating the matter with the involved parties;
 - (c) Dismissing the complaint, after review with the City Attorney, if the allegations do not constitute a violation of this section.

- Conciliation agreements.

In cases involving alleged violations of this section, the City Attorney may enter into agreements whereby Persons agree to methods of ceasing violations of this section. Such agreements may be reviewed by the Human Rights Commission. Violations of such agreements shall be violations of this section.

- Injunctions.

The City Attorney may commence a civil action to obtain injunctive relief to prevent conduct prohibited by this section or to enforce a conciliation agreement.

- Prosecution.

Prosecution for violation of this section may be initiated by the City Attorney on behalf of an affected Individual based on an investigation initiated by a complaint to the Human Rights Commission.

- Penalties.

- (1) A violation of any provision of this section is a civil infraction punishable by a fine of not more than \$500.00 for each day upon which a violation occurs, plus all costs of the action. The court may issue and enforce any judgment, writ, or order necessary to enforce this section.
- (2) A violation proved to exist on a particular day shall be presumed to exist on each subsequent day unless it is proved that the violation

no longer exists.

- (3) Nothing contained in this section shall be construed to limit in any way the remedies, legal or equitable, which are available to the city or any other Person for the prevention or correction of discrimination.

- Private actions for damages or injunctive relief.

- (1) To the extent allowed by law, an Individual who is the victim of an action in violation of this section may bring a civil action for appropriate injunctive relief or damages or both against the Person(s) who acted in violation of this section.
- (2) As used in Section ____ damages includes damages for injury or loss caused by each violation of this section, including reasonable attorney fees.
- (3) Private actions and remedies under this section shall be in addition to any actions for violations which the City may take.



REQUEST FOR LEGISLATION
July 16, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Resolution No. 2024-171 approving the contract with BS&A to implement the full suite of products for the City of Ypsilanti for a period of one year, in the amount of **\$89,590**, with professional services in the amount of \$122,150.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. Res. No. 2024-171 BS&A Contract
2. Ypsilanti City Washtenaw -Customer Terms and Conditions 7.8.24_DB

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: July 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



Resolution No. 2024-171
July 18, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the contract with BS&A to implement the full suite of products for the City of Ypsilanti for a period of one year, be approved in the amount of **\$89,590**, with professional services in the amount of \$122,150.

BE IT FURTHER RESOLVED THAT the City Manager is authorized to sign and execute the contract.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

**BS&A
CUSTOMER ORDER FORM**

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

Customer Name: City of Ypsilanti, Washtenaw County MI	Sponsor Contact:
Billing Address: 1 South Huron St, Ypsilanti, MI 48197	Sponsor Phone:
Accounts Payable Email:	Sponsor Email:

Platform and Fee Information

Effective Date:	
Platform Description: Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
“Usage Limitations”:	
☐ <i>Number of Authorized Users:</i> [INSERT # OF SEATS]	
☐ <i>Other:</i> [INSERT OTHER USAGE LIMITATIONS, IF ANY]	
“Initial Subscription Period”: [One (1) year]	Subscription Fees: \$89,590, payable [annually].
Professional Services (if any): \$122,150	Service Fees (if any):
Other Customer Terms:	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”); and (v) any Statements of Work (each an “**SOW**”) entered into by the parties, a form of which is attached to this Order .

BS&A SOFTWARE, LLC

CITY OF YPSILANTI

Name: _____
Title: _____

Name: _____
Title: _____

EXHIBIT A
CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions.

1.1 **"Authorized User"** means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **"BS&A IP"** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 **"Business Contact Data"** means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **"Customer Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **"Documentation"** means Company's end user documentation relating to the Platform, including any user guides.

1.6 **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **"Order"** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 **"Personal Information"** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **"Platform"** has the meaning set forth on the Order.

1.10 **"Professional Services"** means training, migration, implementation, integration, or other professional services that are memorialized in writing in a Statement of Work and provided to Customer in connection with its use of the Platform hereunder.

1.11 **"Statement of Work"** or **"SOW"** means a written statement of work for Professional Services executed by both Parties that incorporates this Agreement by reference.

1.12 **"Subscription Period"** means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform.

1.13 **"Third-Party Products"** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.14 **"Usage Data"** means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.15 **“Usage Limitations”** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer’s internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users’ accounts.

2.2 Documentation License. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer’s internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A’s detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party’s intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer’s or any Authorized User’s use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A’s provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party’s intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A’s access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a **“Service Suspension”**). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any

loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement, BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform. '

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems, and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order or Statement of Work. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order or Statement of Work, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with

coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees (“**Fees**”) identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days’ notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A’s sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A’s other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer’s and its Authorized Users’ access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A’s income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as “confidential” or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, “**Confidential Information**”). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party’s Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (“**Representatives**”). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-use and non-

disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data, including all Business Contact Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the

Order (the “**Initial Subscription Period**”). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement’s express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a “**Renewal Subscription Period**” and together with the Initial Subscription Period, the “**Subscription Period**”).

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A’s delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer’s obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer’s obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer’s prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A’s personnel will not be eligible to participate in any of Customer’s employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier

(with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Michigan in each case located in Clinton County, Michigan and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Michigan, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than Clinton County, Michigan, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software"

and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

EXHIBIT B
PRICING SHEET

Upgrade - Cloud Modules – Annual Fee

Community Development

Community Development	\$13,350
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Property

Assessing	\$6,535
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Tax	\$4,575
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Delinquent Personal Property	\$1,320
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Subtotal	\$25,780
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BS&A Online - Fees for BS&A Online subscription services will be charged at the next renewal period.

Public Records Search + Online Bill Pay
With use of integrated Credit Card Processor

New Purchase - Cloud Modules – Annual Fee

Financial Management

General Ledger	\$7,330
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Accounts Payable	\$6,020
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Cash Receipting	\$6,645
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Accounts Receivable	\$5,640
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Inventory Management <i>(To be implemented at a later time when module becomes available)</i>	\$5,765
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Purchase Order	\$5,895
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Personnel Management

Payroll	\$9,955
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Human Resources	\$6,955
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Timesheets	\$4,500
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BS&A Online

Community Development <i>Permit Application Feature - Enables contractors and the general public to submit permit applications online</i>	\$5,105
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Subtotal	\$63,810
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Data Conversions/Database Setup

Convert existing Incode data to BS&A format:

General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	\$7,040
Accounts Payable (Vendor Master File)	\$6,080
Payroll (Database setup, employee detail, YTD Values, Up to 10 years check history)	\$15,030

Database Setup:

Cash Receipting (Setup of Receipt Items/Tender Types)	\$1,650
Accounts Receivable (Setup of Billing Items, Penalties)	\$1,650
Human Resources (Setup of Licenses, Certifications, Benefit Plans, Positions. Not assigned to Employees)	\$3,300
Subtotal	\$34,750

No conversion or database setup to be performed for:

Timesheets
Purchase Order
Inventory Management

Upgrade Implementation

Services include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption
- Project schedule aligned with your processes and needs, ensuring a seamless transition timeline
- Expedited upgrade to cloud capturing existing process to minimize demands required of client teams
- Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization
- Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources
- Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted
- Preliminary data conversion with attachments, mirroring final conversion for a smooth transition
- Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing
- Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes
- Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Automated scaffolding of users and security roles based on your previous configurations
- Conversion of approval workflows based on role-based security, maintaining established processes
- As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment
- Documentation of our standard processes, facilitating easy access to essential information
- Upgrade training

- Prioritized response post go-live for 2 weeks from the upgrade team
- 3 post go-live survey touch points to check-in on post-go live experience
- Remote go-live assistance and remote office hours for a successful transition to the cloud-based software
- Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost

\$34,500

New Module Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$13,200

New Module Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	4	\$4,400
Financial Management Modules	Days:	14	\$15,400
Personnel Management Modules	Days:	12	\$13,200
Community Development Module	Days:	2	\$2,200
Total:		32	\$35,200
		Subtotal	\$35,200

Travel Expenses

\$4,500



REQUEST FOR LEGISLATION
July 16, 2024

For: Mayor and City Council

From:

Subject: Resolution No. 2024-172 recognizing the Depot Town Foundation as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.

SUMMARY & BACKGROUND:

RECOMMENDED ACTION: Approval

ATTACHMENTS:

1. RFL Depot Town Foundation Charitable Gaming
2. Depot Town Foundation Request
3. Res. No. 2024-172 Depot Town Foundation Charitable Gaming

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: July 16, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



REQUEST FOR LEGISLATION
July 16, 2024

To: Mayor and Council
From: Tracey Boudreau, City Clerk
Subject: Charitable Gaming License – Ypsilanti Depot Town Foundation

SUMMARY & BACKGROUND:

The Ypsilanti Depot Town Foundation wishes to take over the 50/50 raffle at the Cruise Nights from the Auto Museum.

In order to do this, the Foundation requests a resolution recognizing them as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution
Tax Exempt document

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 10/15/19

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a regular meeting of the Ypsilanti City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Depot Town Foundation of Ypsilanti
NAME OF ORGANIZATION CITY

county of Washtenaw, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for approval
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION Required
PENALTY Possible denial of application
BSL-CG-1153(R6/09)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 10 2019

DEPOT TOWN FOUNDATION
C/O WILLIAM S DEVER
600 E GRAND RIVER
BRIGHTON, MI 48116

Employer Identification Number:
81-3918071
DLN:
17053218307008
Contact Person:
JULIE CHEN ID# 31261
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
September 10, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

-2-

DEPOT TOWN FOUNDATION

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Director, Exempt Organizations
Rulings and Agreements



Resolution No. 2024 -172
July 16, 2024

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council recognizes the Ypsilanti Depot Town Foundation as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE: