1. City Council Regular Meeting Agenda

   Documents: 9-18-12 FINAL AGENDA.PDF

2. City Council Regular Meeting Packet

   Documents: 9-18-2012 PACKET.PDF

CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS - ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, SEPTEMBER 18, 2012
7:00 P.M.

I. CALL TO ORDER –

II. ROLL CALL –

Council Member Bodary	P A	Council Member Robb	P A
Council Member Jefferson	P A	Council Member Vogt	P A
Council Member Murdock	P A	Mayor Schreiber	P A
Mayor Pro-Tem Richardson	P A		

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

"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."

V. INTRODUCTIONS –

VI. AGENDA APPROVAL –

VII. PRESENTATIONS –

1. National Recovery Month Proclamation – Mayor Schreiber
2. Presentation of MML Liability Insurance dividend check for 2012 – Judy Thomson-Torosian
3. Ypsilanti Housing Commission Update – Interim Director Eric Temple

IX. AUDIENCE PARTICIPATION –

IX. REMARKS BY THE MAYOR –

X. ORDINANCES - FIRST READING - Ordinance No. 1181

1. An ordinance entitled "Ordinance to Extend AT&T Metro Act Permit to June 30, 2015.

   A. Resolution No. 2012-184, determination
   B. ***Public hearing and 2nd reading scheduled for October 2, 2012***

XI. MINUTES –

Resolution No. 2012-185, approving the minutes of August 14, August 16, August 21, and September 7, 2012.

XII. CONSENT AGENDA – Resolution No. 2012-186

1. Resolution No. 2012-187, approving "Ypsilanti River Day" to be held on October 7, between 10am-3pm at Frog Island.

2. Resolution No. 2012-188, supporting a statewide and national ban on hydraulic fracturing.

3. Resolution No. 2012-189, approving right of way agreement with HDL.com for the purpose of installing wireless digital data communication radio network receivers on existing light poles.

4. Resolution No. 2012-190, approving the proposal from Saf'Play for Parkridge and Candy Cane Parks

XIII. **RESOLUTIONS/MOTIONS/DISCUSSIONS** –

1. Resolution No. 2012-191, approving Rutherford Pool Memorandum of Understanding (MOU) between the City of Ypsilanti and the Friends of Rutherford Pool.

2. Resolution No. 2012-192, approving project agreement with Michigan Natural Resources Trust Fund (MNRTF) for the Rutherford Pool Renovation project.

3. Resolution No. 2012-193, approving lease with Friends of Rutherford Pool

4. Resolution No. 2012-194, approving request to Municipal Employees Retirement System (MERS) to reallocate certain divisional market assets between two divisions.

5. Resolution No. 2012-195, supporting Southeast Michigan Council of Governments (SEMCOG)

6. Resolution No. 2012-196, approving Aerotropolis membership fee request.

7. Resolution No. 2012-197, approving appointments to Boards and Commissions.

XIV. **LIASON REPORTS** -

A. SEMCOG Update
B. Washtenaw Area Transportation Study
C. Washtenaw Metro Alliance
D. Urban Counties
E. Freight House

XV. **COUNCIL PROPOSED BUSINESS** –

XVI. **COMMUNICATIONS FROM THE MAYOR** –

Nominations:

Zoning Board of Appeals
Anthony Bedogne (replacing Greg Johnson who moved out of the city)
717 Stanley
Ypsilanti, Michigan 48198
Term Expires: 5/1/2014

Ypsilanti Downtown Development Authority
David Kabat
7257 Glacier Pointe Drive
Ypsilanti, Michigan 48197
Term Expires: 7/7/2014

Ypsilanti Downtown Development Authority
Ellen Clement
2722 Radcliffe Ave.
Ann Arbor, Michigan 48104
Term Expires: 7/7/2013

Recreation Commission
Eric Maes (replacing Heather Cataldo who moved out of the city)
1004 Sherman Street
Ypsilanti, Michigan 48197
Term Expires: 5/1/2014

XVII. COMMUNICATIONS FROM THE CITY MANAGER –

XVIII. AUDIENCE PARTICIPATION -

XIX. REMARKS FROM THE MAYOR –

XX. CLOSED SESSION -

Closed Session to discuss union negotiations. (OMA 15.268, Section 8(c)

XXI. ADJOURNMENT –

A. Resolution No. 2012-198 adjourning the City Council meeting.

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Recovery Month Proclamation

WHEREAS, behavioral health is essential to health and one's overall wellness; and

WHEREAS, prevention of mental and/or substance use disorder works, treatment is effective, and people recover in our area and around the Nation; and

WHEREAS, the benefits of preventing and overcoming mental and/or substance use disorders are significant and valuable to individuals, families, and the community at large; and

WHEREAS, people in recovery achieve healthy lifestyle, both physical and emotionally, and contribute in positive ways to their communities; and

WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventative measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, in 2012, 2.6 million people received specialty treatment for a substance use disorder and more than 31.3 million adults aged 18 or older received services for mental health problems, according to the 2012 National Survey on Drug Use and Health. Given the serious nature of this public health problem, we must continue to reach the millions more who need help; and

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and Recovery Network, Inc. invite all residents of Ypsilanti to participate in National Recovery Month (September) to join the voices for Recovery, *"It's Worth It".*

NOW, THEREFORE, I Paul T. Schreiber, Mayor, on behalf of the Ypsilanti City Council do hereby proclaim the month of September 2012 as National Recovery Month in the City of Ypsilanti.

Given under my hand and the seal of the
City of Ypsilanti, September 18, 2012.

[redacted]

Paul T. Schreiber, Mayor

Frances McMullan

From: Garrett, Willie C [Willie.C.Garrett@hud.gov]
Sent: Friday, September 14, 2012 5:49 AM
To: 'lois richardson '; Paul Schreiber; Michael Bodary; Daniel Vogt; Brian Robb; Pete Murdock; Ralph Lange; Frances McMullan; Vacha, Lana; Ricky Jefferson; 'Rlj1998@comcast.net'
Subject: RE: Draft Recovery Agreement and Action Plan
Attachments: Recovery_Agreement_Ypsilanti_Draft.docx; Recovery Agreement Action Plan_Ypsilanti HC.xlsx

Good Morning Ladies and Gentlemen:

Per comments received from two Councilmen the Action Plan has been revised for your consideration. Please keep in mind this is a working 'draft' document and as promised I would review and consider recommendations from the Council. Listed below are the changes that were made to the Action Plan:

GO02 - Target Accomplishement Date changed
GO02a - Target Accomplishment Date changed
GO02a - Desired Outcome changed to include language that the BOC must consult with HUD on guidance of hiring a new ED (this is to assure that a quality Executive Director is hired)
GO03 - Desired Outcome changed to include information that must be but not limited to what is being reported to the City on a monthly basis
FI01 - Desired Outcome changed to include the word 'remain'. As HUD wants assurance that the YHC will remain financially stable
FI03a - Desired Outcome changed to include that all internal policies and procedures must be 'Board' approved
FI04 - Desired Outcome changed to include language that a fee accountant must be procured immediately upon execution of the Recovery Agreement and under contract by Target date
PGE01 - Target Accomplishment Date changed
PGE01a - Desired Outcome changed to include the word 'procurement' as HUD wants to make clear of what training is needed for this section.
PRGE01 - Target Accomplishment Date changed

If you should have any additional comments or suggestions please send them to me for consideration. I will be working directly with the YHC to make sure the the Action Plan is followed and all necessary reports submitted to stabalize and recover the agency. In lieu of your scheduled meeting for next week I will continue to accept your comments if you have any and will send a Final document to you by COB on Monday, September 17, 2012. I am looking forward to working with you as we move YHC out of troubled status.

Also, I would like to thank you for the agreement signed with the previous Executive Director of the YHC. The agreement is under review by this office.

Thank you!

From: Garrett, Willie C
Sent: Thursday, September 06, 2012 2:19 PM
To: 'lois richardson '; 'Paul Schrieber '; 'Mike Bodary '; 'Dan Vogt '; "brobb@cityofypsilanti.com ' '; 'Pete Murdock '; 'Ralph Lange '; 'Frances Mcmullan '; Vacha, Lana; 'Ricky Jefferson'; 'Rlj1998@comcast.net'
Subject: Draft Recovery Agreement and Action Plan

Attached you will find the above subject. If there is anything you wish for me to consider adding to this plan please let me know. Hopefully we can continue moving ahead with a goal of recovering the agency's Public Housing component. Thank you!

WILLIE C. H. GARRETT, EMPA, RHM, B.S.
Director, Office of Public Housing - Detroit Field Office
US Department of Housing and Urban Development
477 Michigan Ave - McNamara Building
313.226.7900x8118 (O)
313.226.6160 (Fax)
Willie.C.Garrett@hud.gov
Connect with HUD

"Moving HUD's Mission via Influence"

<u>Recovery Agreement between</u>
<u>Ypsilanti Housing Commission</u>
<u>And</u>
<u>the United States Department of Housing and Urban Development</u>
<u>And</u>
<u>the City of Ypsilanti</u>

This Recovery Agreement is entered into between the Ypsilanti Housing Commission, the UNITED STATES DEPARMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") and the City of Ypsilanti as of this ___ day of _________________, 2012.

RECITALS

WHEREAS, under the United States Housing Act of 1937, as amended, ("Act"), 42 U.S.C. § 1437 *et seq*., the United States Department of Housing and Urban Development ("HUD") is responsible for administering low income housing programs, and pursuant to the Act, HUD has entered into an Annual Contributions Contract ("ACC") with the Ypsilanti Housing Commission to develop and operate public housing projects of the Ypsilanti Housing Commission; and

WHEREAS, pursuant to the Act, HUD must evaluate public housing performance and has instituted the Public Housing Assessment System ("PHAS"); and

WHEREAS, on the basis of an annual PHAS score, the Ypsilanti Housing Commission has been designated Troubled or Substandard for financial, physical and/or management indicators, or other such deficiencies as HUD has identified; and

WHEREAS, the Act requires HUD to enter into agreements that establish performance targets, set out strategies for meeting targets, provide for incentives and sanctions for effective implementation of the strategies leading to recovery of performance and attain an improved status of at least a Standard Performer; and

WHEREAS, the recovery of performance is intended to lead to a sustainable sound fiscal management and good governance; and

WHEREAS, the parties desire to correct all HUD-identified deficiencies through the implementation of this Recovery Agreement, ("Agreement");

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, HUD, the Ypsilanti Housing Commission and the City of Ypsilanti agree as follows:

I. The Ypsilanti Housing Commission agrees to achieve the outcomes outlined in the Action Plan and incorporated into this Agreement as Exhibit A.

II. The Ypsilanti Housing Commission and the City of Ypsilanti agree to work together to develop and implement a Sustainability Plan if necessary to achieve recovery.

III. The Action Plan describes the results following HUD's review and assessments of PHA performance, the measures that need to be implemented to improve the performance and the desired outcomes to be achieved and establishes a timetable to achieve those outcomes. The Action Plan also identifies the available remedies to resolve HUD's determination of non-performance.

IV. Upon execution of the Agreement, the Ypsilanti Housing Commission will commence with the required actions listed in the Plan within the timeframes set forth therein.

V. The Ypsilanti Housing Commission will cure identified deficiencies within the timeframes established in the Action Plan.

VI. Subject to section XII, regardless of possible changes in the Ypsilanti Housing Commission's Board composition, or the decision-making individuals for HUD or the City of Ypsilanti, the term of this Agreement is effective as of the execution date of this document and will continue until completion of the Action Plan in accordance with 6(j) (2) and (3) of the Act, and any agreed upon extensions. This Agreement will remain in effect until the Ypsilanti Housing Commission has completed all items listed in the Plan, even if HUD removes the Ypsilanti Housing Commission's troubled/substandard designation.

VII. HUD, in its discretion, may provide technical assistance, including training or contract support, to the Ypsilanti Housing Commission to facilitate accomplishment of the items in the Action Plan. The Ypsilanti Housing Commission's compliance with the Action Plan, however, shall not be contingent on HUD's provision of any technical assistance or other discretionary assistance.

VIII. The Ypsilanti Housing Commission shall provide HUD with written progress reports as identified in the Action Plan. The report shall detail the Ypsilanti Housing Commission's progress towards the completion of the items required by the Action Plan. The reports shall identify those items that have been completed and provide any necessary documentation to support this determination.

IX. HUD will review the Action Plan progress reports submitted by the Ypsilanti Housing Commission and supporting documentation. HUD will confirm in writing to the Ypsilanti Housing Commission the items that HUD determines to have been successfully completed, those that require additional documentation and those that are past due.

X. If the Ypsilanti Housing Commission disagrees with HUD's determination concerning the completion of any item, the Ypsilanti Housing Commission may request a reconsideration of the determination and submit additional information to support its position. HUD will provide the Ypsilanti Housing Commission with a written notice of its decision.

XI. The failure of the Ypsilanti Housing Commission, its employees, officers, agents, or contractors to comply with this Agreement, including the failure to achieve the agreed upon outcomes or to take the actions or comply with the time frame set forth in the Action Plan, may result in HUD seeking any available remedies, including any of the following actions sequentially or simultaneously:

a. Consolidation;
b. Consortia/Joint Venture;
c. Contraction of Operational Activities;
d. Cooperative Endeavor Agreement;
e. Debarment;
f. Deliver possession and control of project(s) to HUD;
g. Limited Denial of Participation;
h. Receivership; and/or
i. Suspension.

XII. The parties by mutual written agreement may agree to extend the timeframes set forth in the Action Plan from time to time. In the event said timeframes are extended, HUD agrees that it will not take any of the actions against the Ypsilanti Housing Commission as set forth in this section of the Agreement for noncompliance with original timeframes.

XIII. Communication related to the Recovery Agreement and Action Plan shall be provided to the Public Housing Director and the HUD Recovery Team leader, if applicable.

XIV. HUD, the Ypsilanti Housing Commission and their employees, subcontractors, partners or assigns, and the City of Ypsilanti shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement to which their activities are subject.

XV. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties, provided that said failure or delay in the performance of this Agreement attributed to any of the events described herein is acknowledged in writing by HUD. Upon the issuance of HUD's written acknowledgement, the failure to perform shall be deemed excused during the continuance of such circumstances as determined by HUD, but this Agreement shall otherwise remain in effect.

XVI. In the event of any conflict between terms in this Agreement, including all exhibits, attachments and all other documents specifically incorporated by reference, and HUD's applicable Public Housing requirements including, but not limited to, the Act, HUD regulations there under (and, to the extent applicable, any HUD-approved waivers of regulatory requirements), the ACC, HUD notices, the HUD-approved Declaration of Trust or Declaration of Restrictive Covenants in favor of HUD, and all applicable Federal statutory, executive order and regulatory requirements, as those requirements may be amended from time to time, the applicable Public Housing requirements shall prevail. HUD reserves the right to resolve any conflict.

XVII. Any modification or amendment of any condition or provision in this Agreement by either party will not imply or constitute a further modification or amendment of the same or any other condition or provision, nor shall it relieve the parties from performing any subsequent obligations strictly in accordance with the term of this Agreement. No modification or amendment shall be effective unless in writing and signed by the party against whom enforcement is sought. Such modification or amendment shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a modification or amendment of any other provision. No modification or amendment of this Agreement shall constitute a HUD-approved waiver of regulatory requirements.

XVIII. Should any term or provision of this Agreement be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

XIX. To the extent authorized by the Act and HUD regulations, HUD can unilaterally amend this Agreement. Otherwise, this agreement may be amended by mutual agreement of the parties.

XX. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. However, this Agreement does not supersede, modify or amend the ACC as further described in Paragraph XXII. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

XXI. This Agreement may be executed and delivered in separate counterparts, which, when so executed and delivered, shall be deemed an original.

XXII. This Agreement does not supersede, modify or amend the ACC between HUD and the Ypsilanti Housing Commission, or in any way excuse the Ypsilanti Housing Commission from complying fully with its obligations under the ACC. HUD does not waive its statutory, regulatory or contractual rights. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD's right to take any remedial action allowed by the ACC or any provision of the Act or related regulations. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD or the Ypsilanti Housing Commission's right to take any remedial action allowed by the Agreement.

XXIII. The parties agree that any cost associated with the implementation of this Agreement, the Action Plan and the Sustainability Plan shall be their individual responsibility unless specifically agreed in writing between the parties.

XXIV. The City of Ypsilanti, through its Appointing Authority, acknowledges the importance of effective governance as part of the recovery and sustainability of the Ypsilanti Housing Commission. As a signatory of this Agreement, the City of Ypsilanti commits to oversee and monitor its duly appointed agents, the appointees to the Ypsilanti Housing Commission Governing Board, in the discharge of their duties. Upon the discovery of any failure of the Ypsilanti Housing Commission Board to discharge its duties under this Agreement, the City of Ypsilanti will take all necessary steps to correct the Board's actions or omissions and ensure compliance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: ______________________________
Willie C. H. Garrett
Public Housing Director
Detroit Field Office

Ypsilanti Housing Commission
ATTEST: BY ITS BOARD OF COMMISSIONERS

By: ______________________________
Ma'Cheryl Jones
Board Chair
Ypsilanti Housing Commission

By: ______________________________
Eric Temple
Acting Executive Director
Ypsilanti Housing Commission

By: ______________________________
Paul Schreiber
Mayor
City of Ypsilanti

Item Number	Results and Determinations from Assessment	Desired Outcome	Statutory Measurement: Baseline Data and PHAS Score as of 9/30/2011	Statutory Measurement: Required PHAS Score	Target Accomplishment Date	Actual Accomplishment Date	Remedies	Comments /Accomplishments
AREA: GOVERNANCE								
GO01	The Board of Commissioners does not provide the required governance over the Ypsilanti Housing Commission's (YHC) programs, finances and the Executive Director.	To have a full qualified and informed Board of Commissioners (BOC) to include one Resident Commissioner.			11/1/2012			
GO01b		The BOC attends the PHARS Board Training provided by HUD staff.			1/1/2013 .			
GO01c		The BOC be evaluated by the Appointing Official on an Annual basis to determine the need to continue with the appointee or a need to have him/her removed from the Board.			On-going/Annually			
GO02	YHC does not have a permanent Executive Director.	BOC hire a full time qualified Executive Director (ED) to run the Low Rent Public Program (LRPH).			1/1/2013 or before			
GO02a		BOC to create and have posted publicly an announcement for its Executive Director search. BOC must consult with HUD for guidance and technical assistance through the hiring process.			Immediately upon execution of the Recovery Agreement			
GO02b		BOC to create a new Job Description and Responsibilities Form for ED.			11/1/2012 .			
GO02c		BOC create a Contract for ED and execute upon hire.			12/1/2012 .			
GO02d		BOC create a Self Evaluation and Annual Appraisal for ED.			6/1/2013			
G003	The Appointing Official, City Council, BOC and YHC lacks cohesiveness in partnership.	BOC via YHC provides monthly reports to the Appointing Official who shares report with City Council. The report must include but not limited; progress of hiring a permanent ED, status on all open audits, status on all open and the closure of all findings, status on repayment due to HUD and/or YHC's Low Rent/(transferred)Section 8 program, etc.			Ongoing beginning 10/01/12 (To be re-evaluated after 1 year)			

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GO03a		Invitation be extended to Appointing Official and City Council or designee to attend any and/or all trainings held by or with the BOC.			At least two weeks prior to scheduled training			
GO03b		Conduct quarterly "confabs" between YHC, Appointing Official, City Council and HUD (if requested).			On-going beginning 01/01/13 (To be re-evaluated after			
GO04		YHC provides a yearly report to the Appointing Official and City no more than one month after the close of its Fiscal Year.			On-going beginning 07/01/13			
AREA: FINANCE								
FI01	YHC is transferring its Home Choice Voucher program.	BOC and new ED evaluates its current staff level and wages and make any needed changes to remain financially stable on LRPH side.			3/1/2013			
FI02	YHC received a zero score out of 11 in its Months Expendable Net Assets Ratio (MENAR).	Increase MENAR score to three within one year.	0	11	10/1/2013			
FI03	The YHC lacks understanding of the Financial aspects of the agency (e.g. used LRPH funds to support its non-LRPH mixed finanance project).	ED and others with financial management responsibilities are trained on the financial operations of the YHC, including oversight of the fee accountant.	2	25				
FI03a		All policies and procedures regarding fianance be re-evaluated and revised as necessary. ED to increase all internal controls and implement new Board approved polocies and procedures.			3/1/2013			
FI04	The YHC does not have quality in its fee accountant.	To re-evaluate and procure for a fee accountant immediately upon execution of the Recovery Agreement. A fee accountant must be under an executed contract by date specified in Target Accomplishment Date column.			3/1/2013			
AREA: PROCUREMENT GOVERNANCE AND EXECUTION								
PGE01	YHC's Procurement files are incomplete and provides no documenation, therefore is not in compliance with YHC Procurement Policy.	Complete all procurement files according to its procurement policy.			3/1/2013			

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PGE01a		BOC, ED and appropriate staff responsible must attend procurement training.			7/1/2013			
AREA: PROGRAMMATIC GOVERNANCE AND EXECUTION								
PRGE01	YHC Occupancy Rate is below the National and Field Office's goal.	YHC must decrease and maintain its vacancy rate below 3%.	91.90%	93% National 97% State Goal	1/1/2013			
PRGE01b		Decrease and maintain a unit turnaround rate of 21 days or less.			2/1/2013			
PRGE02	YHC's Capital program has severe deficiencies as evidence by the lack of	ED, BOC and appropritate staff be trained on the Capital Fund Program and its procedures.			7/1/2013			
PRGE03	YHC have outstanding HUD reviews and audit findings.	Close all HUD Reviews and findings. Close all future reviews and findings by deadline given.			7/1/2013			

Housing Authority shall submit monthly progress reports to the Field Office using this Action Plan as the reporting template commencing 11/01/12 and every month thereafter until the Recovery Agreement is terminated."

R E Q U E S T   F O R   L E G I S L A T I O N

DATE: September 13, 2012

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: AT&T Metro Act Permit extension

SUMMARY/BACKGROUND

> Utilities need city permission to use city right of way. AT&T has telephone poles and wires in city right of way. The city granted AT&T a Metro Act permit (franchise) that expired on June 30, 2012. AT&T has requested a permit extension to June 30, 2015. Special franchise counsel Neil Lehto has reviewed the matter and has no objection to the extension.

I recommend that the matter go to city council for approval of the franchise extension.

ATTACHMENTS: Ordinance to extend Metro Act permit, resolution of adoption first reading

RECOMMENDED ACTION: Approval

DATE RECEIVED:_______________ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF:____________ FINANCE DIR. APPROVAL

Resolution No. 2012 -184
September 18, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the proposed Ordinance entitled "Ordinance to Extend AT&T Metro Act Permit to June 30, 2015" be approved on **First Reading.**

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

Lynn Cook Dutton
METRO Act Administrator
AT&T Michigan
23500 Northwestern Highway E219
Southfield, MI 48075

April 2, 2012

Ms. Frances McMullan, Clerk
City of Ypsilanti
Ypsilanti City Hall – 1st Floor
One South Huron St.
Ypsilanti, MI 48197

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Ms. McMullan,

This is a letter agreement which extends the existing METRO Act Permit issued by the City of Ypsilanti located in Washtenaw County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on June 30, 2012. The extension is for a term to end on June 30, 2015.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at http://www.michigan.gov/mpsc. Please click on Telecommunications, METRO Act/Right of Way, and AT&T 3 Year permit extension.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Lynn Dutton via e-mail, LD1432@att.com or 248.424.0124.

Agreed to by and on behalf of the
City of Ypsilanti

By: ______________________

Its: ______________________

Date: ______________________

Michigan Bell Telephone Company d/b/a AT&T acknowledges receipt of this Permit Extension granted by the municipality.

By: ______________________
Lynn Cook Dutton

Its: METRO Act Administrator

Date: ______________________

CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1181

An ordinance to extend the AT&T METRO Act Permit to June 30, 2015.

1. **THE CITY OF YPSILANTI HEREBY ORDAINS** That the METRO Act Permit issued to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on June 30, 2012 be and hereby is extended for a term to end on June 30, 2015.

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

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

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

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

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

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS ________ DAY OF ___________________, 2012.

____
Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. ___ was published in The Ypsilanti Courier on the __________ day of ______________________, 2012.

____
Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the _____ day of ________________, 2012.

____
Frances McMullan, City Clerk

Notice Published: ___________________________

First Reading: _____________________________

Second Reading: ___________________________

Published: ________________________________

Effective Date: _____________________________

Resolution No. 2012 – 185
September 18, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of August 14, August 16, August 21 and September 7, 2012 be approved.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

Draft

CITY OF YPSILANTI
SPECIAL COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, AUGUST 14, 2012
5:30 P.M.

I. CALL TO ORDER

The meeting was called to order at 5:35 p.m. by Mayor Pro-Tem Richardson.

II. ROLL CALL

Council Member Bodary	Present	Council Member Robb	Present
Council Member Jefferson (5:37)	Present	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Schreiber	Absent
Mayor Pro-Tem Richardson	Present		

Council Member Murdock moved, supported by Council Member Vogt to excuse the absence. The motion carried unanimously.

Mayor Pr-Tem Richardson announced the Mayor will not be present because his father is ill and asked all to keep him in prayer.

III. INVOCATION

Mr. Eric Temple said the invocation.

IV. PLEDGE OF ALLEGIANCE

"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."

V. INTRODUCTIONS

Mayor Pro-Tem Richardson introduced Ypsilanti School Board Members Andy Fanta and Linda Horne, Interim Housing Commission Director Eric Temple, AATA CEO Michael Ford, AATA Community Outreach Coordinator Sarah Presswich Gryniewicz, YHC Board Members Renee Smith, MaCheryl Jones, Bernice Ethington and Deborah Strong, and new City Manager Ralph Lange.

Mr. Lange thanked City Council for choosing him and said he looks forward to the challenge and the privilege of helping the city during these critical times.

VI. AGENDA APPROVAL

The agenda was approved as submitted.

VII. AUDIENCE PARTICIPATION

1. Robert Hunter said the community has raised issues regarding Mr. Norris and the Ypsilanti Housing Commission for some years now and the Commission has never apologized to the community for its mismanagement and misappropriation of funds. He said the organization has been a complete failure and information has been withheld by Mr. Norris and staff. He suggested that the Mayor request that all existing members resign and that Mr. Norris be dismissed. He suggested the housing responsibility be transferred to MSDHA.

2. Kim Anderson questioned why there was not an oversight committee appointed to oversee the affairs of the Housing Commission.

VIII. REMARKS BY THE MAYOR PRO-TEM

Mayor Pro-Tem Richardson explained that the Ypsilanti Housing Commission is the oversight committee. She said Council was made aware of the most recent problem just a few weeks ago and is working on trying to bring a favorable solution to the problem.

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

1. Resolution 2012-158, approving amendment to AATA 4-Party Public Transportation Agreement and Articles of Incorporation.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, on May 15, and June 5, 2012, the City Council of the City of Ypsilanti approved the Public Transportation Agreement between AATA, the cities of Ann Arbor and Ypsilanti, and Washtenaw County; and

WHEREAS, the Public Transportation Agreement between AATA, the cities of Ann Arbor and Ypsilanti, and Washtenaw County has since been amended and approved by Washtenaw County and the City of Ann Arbor as follows:

Article 5
PUBLIC MEETINGS

SECTION 5.01: PUBLIC MEETINGS

The Authority shall conduct all meetings of the Board in compliance with the Open Meetings Act (Act 267 of the Public Acts of 1976). The Authority shall provide public notice of the time, date, and place of the meeting in the manner required by Act 267 of 1976, as amended. The Authority shall meet at regular intervals. It shall adopt its own rules of procedure and shall keep a record of its proceedings. A majority of the directors appointed and serving shall constitute a quorum. Each director shall have one vote. Decisions of the Board require a majority vote of the directors appointed and serving at a Board meeting having a quorum present, except approval of the budget which requires approval of 2/3rds of all directors and amendment of the articles ~~each~~ which requires approval of ~~2/3rds~~ 4/5th of all directors. No director shall cast a vote in proxy for an absent director; however, the Board shall permit a director's alternate, if any, to attend a meeting in the director's absence and vote.

ARTICLE 10
ARTICLES OF INCORPORATION

SECTION 10.01: AMENDMENTS

These Articles of Incorporation may be amended only upon a ~~two-thirds~~ four-fifths (4/5) vote of the directors appointed and serving on the Authority unless another vote of Board is required under the terms of these Articles or provided for in Act 196.. All amendments must comply with applicable state and federal laws. All amendments to the Articles of Incorporation become effective only after they are executed jointly by the Chairperson and by the Secretary of the Board of the Authority, filed with the recording officer of the Washtenaw County Clerk, and filed and published in the same manner as the original Articles of Incorporation.

NOW THEREFORE IT IS RESOLVED that the City Council approves the amended Public Transportation Agreement between AATA, the cities of Ann Arbor and Ypsilanti, and Washtenaw County.

OFFERED BY: Council Member Murdock
SUPPORTED BY: Council Member Robb

AATA CEO Michael Ford explained that the amendment was to allow for a $4/5^{th}$ vote to amend the articles of incorporation. He said the changes will go to the AATA Board on Thursday.

Council Member Murdock asked if the administrative changes or corrections will be incorporated.

Ms. Gryniewicz answered yes and clarified that the changes were basically textual and were included in the most recent document sent to the Ypsilanti City Council. She also gave an overview of the meeting.

Council Member Robb asked about the vote to approve.

Ms. Gryniewicz said it was approved on a 6 to 4 vote, with Commissioner Sizemore being absent. She said Commissioner Gunn moved the resolution and Commissioner Turner voted against it because he preferred that the amendment call for a unanimous vote.

On roll call, the vote to approve Resolution No. 2012-158 was as follows:

Council Member Jefferson	Yes	Council Member Vogt	Yes
Council Member Murdock	Yes	Mayor Schreiber	Absent
Mayor Pro-Tem Richardson	Yes	Council Member Bodary	Yes
Council Member Robb	Yes		

VOTE:

Yes: 6 No: 0 Absent: 1 (Schreiber) Vote: Carried

2. Ypsilanti Housing Commission Update

- Approval of the Recovery Agreement and Action Plan

Interim Director Eric Temple introduced the four Board members who were present and stated it is a pleasure to serve as acting director. He said he has 27 years of experience and is looking forward to making changes.

Mr. Temple gave an overview of the current situation at the Ypsilanti Housing Commission (YHC) and explained that the Section 8 shortfall is due to administrative fees that HUD did not pay for. He said the YHC voted to turn Section 8 over to MSHDA. He said they place to hire a firm to come in and determine where the mistakes were made. He answered questions from Council and invited them to meet with him and the YHC at any time.

Mr. Temple explained that transfers will not affect families with Section 8 currently. He said the vouchers will stay in Ypsilanti and the MSDHA office will be ran out of the Ypsilanti community.

Council Member Murdock asked where the MSDHA office is.

Mr. Temple answered he is not sure and said he will request that an office be in Ypsilanti so that it is accessible to residents.

Council Member Bodary said he feels that City Council has no voice in the matter. Regarding appointments, he said the Mayor has the authority while City Council sits back and watches. He expressed concern about what he sees going on and said he will be watching. He suggested that a Director search be conducted and encouraged the YHC to look for someone with a lot of experience that will enhance the YHC. He said he not looking for more problems.

Mr. Temple encouraged Council to expect and watch for the best. He said he is a loyal employee but he does have his own management style. He said he wants to begin a relationship and wants Council to give him a fair shot.

Council Member Robb asked what the terms of Mr. Norris' retirement were.

Mr. Temple said he cannot divulge that information, it is attorney privileged.

Council Member Rob asked City Attorney John Barr to confirm if the retirement terms are public information.

Mr. Barr said the retirement agreement is public information.

YHC General Counsel David Blanchard said the agreement is a public document however the terms are still being negotiated.

Mr. Robb asked what was approved by the YHC.

Mr. Temple answered $58,464.00.

Mr. Blanchard said the figure contains vacation and sick time payout. He said included is a portion of things Mr. Norris is entitled to and some that he is not entitled to.

Council Member Robb asked what the buyout was.

Mr. Blanchard answered it is subject to negotiations. He said he believes $31,000 is for vacation and sick time.

Mr. Robb asked Mr. Temple what is his salary.

Mr. Temple replied he was making $61,000 and went to $70,000 when he was promoted to Deputy Director. He said as Interim Director his salary is $80,000.

Council Member Vogt said he shares the same concerns mentioned by Council Members Bodary and Robb. He asked when the audit will be completed.

Mr. Temple answered he is currently working with the selected company and submitting documents. He said he hopes to have it complete by mid September.

Council Member Jefferson asked if there would be any delay in the 68 Hamilton Crossing vouchers.

Mr. Temple replied no there will be no loss of service to the community and residents. He said there will be a smooth transition.

Council Member Vogt said he wants to make sure that HUD is happy, no laws are broken, and residents are not disenfranchised. He said he also wants to understand how the shortfall occurred.

Council Member Jefferson commented on the $12,000 a month administrative fees accessed to the Section 8 program. He asked if there will be any impact on the continued operation of YHC.

Mr. Temple answered no because it was used solely to manage Section 8 which is now gone.

Council Member Robb asked what happened to the RFP for auditing that was done in November 2011.

Mr. Temple replied the bid was done but no one was selected.

City Manager Lange asked if it will ever be possible to get Section 8 re-assigned back to Ypsilanti.

Mayor Pro-Tem Richardson answered no. She said it is a sad state of affairs to lose a valuable program because of incompetent leadership. She said this could have jeopardized Hamilton Crossing as well. She said it is a shame that Council allowed this agency to deteriorate.

The meeting recessed at 7:05 p.m. and reconvened at 7:17 p.m.

Council Member Murdock moved, supported by Council Member Jefferson to rescind the following resolutions:

Resolution No. 2008-013 appointing MaCheryl Jones to the YHC
Resolution No. 2009-028 appointing Deborah Strong to the YHC
Resolution No. 2010-227 appointing Renee Smith and Bernice Ethington to the YHC

Council Member Murdock stated that City Council is responsible for the oversight of the YHC. He said it is disappointing that they will not resign voluntarily. He said he wants to move on to the future.

Council Member Vogt asked if the Mayor has been informed of the resolution.

Council Member Murdock said the resolution is an attempt to withdraw support for those members.

Council Member Vogt asked for clarification of the resolution.

Council Member Murdock said the resolution is a vote of no confidence.

On roll call, the vote to approve the resolution was as follows:

Council Member Murdock	Yes	Mayor Schreiber	Absent
Mayor Pro-Tem Richardson	Yes	Council Member Bodary	Yes
Council Member Robb	Yes	Council Member Jefferson	Yes
Council Member Vogt	Yes		

VOTE:

Yes: 6 No: 0 Absent: 1 (Schreiber) Vote: Carried

Council Member Bodary moved, supported by Council Member Jefferson that the approval of the Recovery Agreement and Action Plan be postponed until Council receives further report from Mr. Garrett.

On a voice vote the motion carried unanimously.

IX. AUDIENCE PARTICIPATION

1. Kim Anderson commented that more people should be present at the meeting and questioned why residents were not informed.

2. Andy Fanta, Ypsilanti School Board member, stated that as a citizen and YPS Board member he is proud of the action and questions posed by City Council. He said he wants HUD happy, no laws broken and the residents taken care of also. He commented that an audit will only show conclusions and not the process that led up to it and he is concerned. He asked about the severance package and said YHC was not forthcoming in information so it appears that matters are still being covered up. He said he has no confidence in the current Board and citizens deserve a written narrative about what is going on.

3. LaToya Ferrier said she is concerned that residents are not aware of what is happening with the YHC. She said this whole ordeal could have led people to being homeless. She said this type of mismanagement could have been avoided. She expressed disappointment that none of the Commissioner has apologized. She said she works with the homeless everyday and someone should be held accountable for falling asleep on the job.

4. Linda Horne, YPS Board member, expressed concern the Section 8 program will no longer be a part of the city. She said she is especially concerned for residents because the school year will begin soon. She encouraged Mr. Temple and the YHC to talk to residents because they deserve a face to face explanation.

5. Calvin West said he is concerned that Council has expressed that nothing can be done to fix what has occurred. He said City Council and the City attorney is responsible for allowing this to happen. He said ignorance of the law is no excuse for what has happened. He said it was YHC's responsibility and they should be accountable.

6. Leonardo Christian said he is looking forward to moving on from here. He said City Council needs to take the power from the Mayor by resolution because the entire Council needs to have more said in what occurs at the YHC. He said more oversight is needed so Council should clean it up and move forward.

7. Kristen Nordberg, 1411 Collegewood, said HUD acted quickly however the options were lowsy. She said MSDHA is only one option but Ann Arbor could have also taken over. She reminded Council of the lawsuit against HUD six years ago so some positive things have been done by YHC.

8. Deborah Strong said the YHC came to the meeting tonight with their hearts and heads ready to move forward. She said the residents have always been in the forefront and the Commission has done its best to make things right. She the YHC found out at the last

minute what their options were so they transferred the Section 8 program in an effort to protect residents. She said they did the best they could give the situation they faced.

9. Leslie McGraw, Ann Arbor resident, said she has family who lives in Section 8 housing and they were not aware of this situation. She said she is concerned that residents were not notified at all and were never informed.

Mr. Temple said notices were mailed out in May.

10. Chris Budnik said a lot of accusations have been made and he is concerned that the media will run with the story. He said the past management has left now they need time to square things away.

Council Member Bodary responded to Ms. Strong's comments and stated that financial oversight is serious and people need confidence in the Commission's management. He said the YHC has failed and has a bad pattern of granting raises, and not accounting for funds spent. He said HUD has warned the YHC several times and still YHC has not kept up with strict auditing and accounting guidelines.

Council Member Vogt said he hopes the audit can clarify how they got into this problem.

Council Member Jefferson said he called many of the tenants to notify them and they indicated they had not been informed. He said he requested that a flier be sent out also.

X. REMARKS BY THE MAYOR PRO-TEM

Mayor Pro-Tem Richardson thanked those who spoke during audience participation. She also explained that the State law and the city's charter authorizes the Mayor to appoint and dismiss YHC Board members.

XI. ADJOURNMENT

Resolution No. 2012- 159, adjourning the Special Council Meeting

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or two (2) members of Council.

OFFERED BY: Council Member Jefferson
SUPPORTED BY: Council Member Vogt

On a voice vote, the meeting adjourned at 7:58 p.m.

DRAFT

CITY OF YPSILANTI
SPECIAL COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
THURSDAY, AUGUST 16, 2012
6:00 P.M.

I. CALL TO ORDER –

The meeting was called to order at 6:05 p.m.

II. ROLL CALL –

Council Member Bodary	Present	Council Member Robb	Present
Council Member Jefferson	Absent	Council Member Vogt	Present
Council Member Murdock	Absent	Mayor Schreiber	Absent
Mayor Pro-Tem Richardson	Present		

Council Member Vogt moved, supported by Council Member Bodary to excuse the absences.

On a voice vote the motion carried.

III. INVOCATION –

The Mayor asked all to stand for a moment of silence.

IV. PLEDGE OF ALLEGIANCE –

"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."

V. INTRODUCTIONS –

Mayor Pro-Tem Richardson introduced Mr. Rod Jones, Work skills Member, John Barfield, Parkridge Advisory Board Member, Tommy Frye, Parkridge Advisory Board Member, and Teresa Gillotti, Senior Planner

VI. AGENDA APPROVAL –

Council Member Robb moved, supported by Council Member Vogt to approve the agenda.

On a voice vote the agenda was approved.

VII. AUDIENCE PARTICIPATION-

There was no audience participation.

VIII. RESOLUTIONS/MOTIONS/DISCUSSIONS

1. Resolution 2012-160, approving Michigan Municipal League (MML) Liability and Property Pool insurance coverage beginning August 1, 2012 – July 31, 2013.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the invoice submitted for payment to the Michigan Municipal League Liability and Property Pool for issuance of coverage beginning August 1, 2012 and ending July 31, 2013 in the amount of $358,946 be approved;

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

OFFERED BY: Council Member Bodary
SUPPORTED BY: Council Member Vogt

VOTE:

Council Member Bodary	Present	Council Member Robb	Present
Council Member Jefferson	Absent	Council Member Vogt	Present
Council Member Murdock	Absent	Mayor Schreiber	Absent
Mayor Pro-Tem Richardson	Present		

IX. WORK SESSION WITH RECREATION COMMISSION

Proposed Parkridge Park Expansion Project

Senior Planner, Teresa Gillotti, explained that the joint meeting was called to receive feedback on the Parkridge Expansion project.

Mr. Jones, of Workskills, explained that Parkridge has been raising money for the Parkridge expansion for approximately five years and the Parkridge board wants to make sure that Parkridge is sustainable in the future.

Mr. Jones said that Mr. John Barfield was helping to assist with monies and the fundraising efforts. He also said that Mr. Frye was very influential in getting the Parkridge expansion project started.

Recreation Commissioner Cathy Thorburn, asked what the plans for parking at Parkridge are.

Mr. Barfied replied that his expectation is that Perry school parking lot could be used for parking.

Ms. Gillotti commented that an easement would have to be granted for the parking lot.

Council Member Bodary asked were OPRA funds used for this project.

Ms. Gillotti answered that neighborhood stabilization funds were used.

Recreation Commissioner D'Real Graham asked what type of cultural enrichment, computer literacy, and writing skills will be offered and what will be the demographics.

Mr. Jones commented that an art studio will be opened and music, computer and writing skills will be offered.

Mayor Pro-Tem Richardson commented that part of the expansion of Parkridge is to expand all programs. She said there will be after school enrichment, performing arts, work skill classes, entrepreneurial classes, for all ages, and the demographics will be for the entire city.

For a copy of the presentation by the Parkridge Advisory Board, please visit our website at www.cityofypsilanti.com or contact the City Clerk's office.

X. <u>AUDIENCE PARTICIPATION</u> –

Jessica Vivian of the Literacy Coalition asked about the operating cost and where the funds will come from. In addition she asked will the existing community center be renovated.

Singrid Melvin commented that the roof on Parkridge is flat and said that is a no, no in Michigan. She asked will any solar panels be used.

Mr. Jones responded to Jessica Vivian of the Literacy Coalition and said he has a projected revenue spread sheet.

Mr. Barfield responded to Ms. Singrid Melvin and said that Hobbs and Black Architecture firm was retained for the expansion and design of the building and they have a stellar reputation so the roof will comply with Michigan standards.

XI. <u>REMARKS BY THE MAYOR</u> –

Mayor Pro-Tem Richardson thanked the Recreation Commission for joining the Special Meeting. In addition she thanked Mr. Barfield, Mr. Jones, Mr. Frye and Ms. Richards.

XII. <u>ADJOURNMENT</u> –

Resolution No. 2012-161, adjourning the Special Council Meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or two (2) members of Council.

Council Member Vogt moved , supported by Council Member Bodary to adjourn the meeting.

The motion carried and the meeting was adjourned at 7:20 p.m.

Draft

CITY OF YPSILANTI
COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS - ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, AUGUST 21, 2012
7:00 P.M.

I. CALL TO ORDER

The meeting was called to order at 7:12 p.m.

II. ROLL CALL

Council Member Bodary	Present	Council Member Robb	Present
Council Member Jefferson	Present (7:15)	Council Member Vogt	Present
Council Member Murdock	Absent	Mayor Schreiber	Present
Mayor Pro-Tem Richardson	Present		

Council Member Bodary moved, supported by Council Member Vogt to excuse the absences. On a voice vote the absences were excused.

III. INVOCATION

The Mayor asked all to stand for a moment of silence.

IV. PLEDGE OF ALLEGIANCE

"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."

V. INTRODUCTIONS

Mayor Schreiber introduced the following persons:

Arthur Itkis, CBRE, Public Services Director Stan Kirton, Planner II Teresa Gillotti, Human Resources Manager Judi Smith, Lieutenant Craig Annas, Former Ypsilanti Township Supervisor Ruth Jamnick and NAACP President Shoshanna DeMaria.

VI. AGENDA APPROVAL

Mayor Pro–Tem Richardson requested the Mayor add a resolution to support the rescission of YHC members.

Mayor Schreiber indicated he is not prepared to do that tonight.

Mayor Pro-Tem Richardson moved to adjourn to closed session. Council Member Robb supported.

Mayor Pro-Tem Richardson said she would like to sit down with the Mayor to discuss her issue with the YHC.

Council Member Bodary said he understands the frustration and said there needs to be a revamping of the Commission. He said he is hesitant to dismiss the meeting to accomplish that; however he would like the Mayor to work on getting members to fill the vacant spots on the YHC Board. He said he would give the Mayor until the next meeting to work on it.
Council Member Vogt concurred with Council Member Bodary and said he is not in favor of stopping tonight's meeting. He said Mayor Schreiber should consider making changes and have an opportunity for discussion.

Council Member Jefferson echoed the comments made.

Mayor Pro-Tem Richardson said the city has been dealing with this for years and things have boiled over. She said the Mayor has had plenty of time to straighten things out and deal with this.

Mayor Schreiber commented that Council is trying to protect affordable housing in Ypsilanti and last week's action will jeopardize that. He explained why he feels Section 8 is being transferred and said residents are first priority and the program was transferred to protect them. He said Ypsilanti needs a working Housing Commission and dismissing all of the members will jeopardize affordable housing in Ypsilanti,

Mayor Pro– Richardson stated that Mr. Temple said the funds for Section 8 were separate from public housing funds but Section 8 funds paid for administrative costs for the program. She recalled that Mr. Temple said the YHC had the money and questioned where did the money go? She expressed frustration on how Council could just move on.

Mayor Schreiber commented that Council should not posture publically regarding the YHC issues. He said Council needs to work with the YHC to get through the issues. He said there is more going on at Hamilton Crossing than Water Street. He said the fee accountant didn't follow HUD regulations so it seems YHC was spending more on operations than they were taking in for the Section 8 program. He said there has been a change at the top and Council should let them continue so the City can have a successful program.

Mayor Pro –Tem Richardson said YHC members informed Council that Mr. Temple was in charge of the day to day affairs of the YHC previously so there has been no change at the top only in titles. She said she met with Mr. Garrett in December and he said YHC had been on the trouble list for a long time. She said if the accountant was not competent and not doing right someone should have caught it. She insisted that Mr. Temple was part of the problem and there has been no change.

Mayor Schreiber commented is will be constructive for Council members to meet with Mr. Temple to express their concerns.

Council Member Jefferson commented that since the sustainability plan has been delayed indefinitely, he has had a hard time meeting with the YHC Board members but that he has tried continually. He said he met with two of them who confirmed Mr. Temple was in charge. He said he has called commissioners several times with no avail, emailed, texted etc. and none have showed up to scheduled meetings. He said the Commission is not consistently working with Council and they don't follow regulations. He pointed out that reports are generated by the Director and approved by commissioners; however they are incompetent to know what they are approving. He said new commissioners are needed that have the qualifications and background to understand the reports they get and what is expected of them. He said you will get the same outcome if you keep the same people.

Council Member Bodary said he understands and agrees with Mayor Pro-Tem Richardson that this issue has gone on too long. He said the only cure is replacing those there; however he doesn't want business to stop by firing them without replacements. He said a fast search is needed because the current commission has no skill sets. He said he will be patient but may be voting to cancel the public part of the meeting next month if there is no change.
Council Member Robb commented that commissions are liaisons to Council. He said since the YHC won't talk to Council, he is not sure what their function is.

Mayor Schreiber said Council's resolution was to stop YHC cold which would get them into a more troubled status. He pointed out that the resolutions rescinding appoints had other people on them as well and Council cannot undo something that can't be undone. He said Council should talk to staff first and referred to a legal opinion by Mr. Barr which says the Mayor must approve the undoing of the YHC. He said Council can't get around state law.

Council Member Vogt commented he has no support for the YHC and he will support the resolution.

Mayor Pro-Tem Richardson said the resolution was to show that Council was withdrawing their support for the YHC. She said Council fully understands that the Mayor must take the members off, however Council in no way supports the members.

Mayor Schreiber said he has talked with all of the commissioners since the last meeting and they get the message. He said they understand what needs to be done to protect the residents.

On a roll call, the vote to adjourn to closed session was as follows:

Council Member Jefferson	Yes	Council Member Vogt	No
Council Member Murdock	Absent	Mayor Schreiber	No
Mayor Pro-Tem Richardson	Yes	Council Member Bodary	No
Council Member Robb	Yes		

Yes: 3 No: 3 Absent: 1 (Murdock) Vote: Failed

Mayor Pro-Tem Richardson left the meeting at 7:40 p.m.

Council Member Jefferson left the meeting at 7:42 p.m.

VII. APPROVAL OF AGENDA

On a roll call, the vote to approve the agenda as submitted was as follows:

Council Member Murdock	Absent	Mayor Schreiber	Yes
Mayor Pro-Tem Richardson	Absent	Council Member Bodary	Yes
Council Member Robb	Yes	Council Member Jefferson	Absent
Council Member Vogt	Yes		

VOTE:

Yes: 4 No: 0 Absent: 3 (Murdock, Richardson, Jefferson) Vote: Carried

VII. PRESENTATIONS

1. National Ovarian Cancer Awareness – Dolores DeTavernier

2. Water Street Update – Planner II Teresa Gillotti and Arthur Itkis, CBRE

VIII. AUDIENCE PARTICIPATION

1. Mr. Wolfe spoke regarding being overcharged by Budget Towing in the past and said the issue wasn't small. He said he was charged over $400 for something small. He explained that his car was in disrepair and his car was towed within 1 ½ hours. He said he left for assistance and when he came back the car was gone. He said the City only made $80 out of the $460 and there should be rules in the contract that's up for renewal. He said the towing company is not creating an advocate for the community.

XI. REMARKS BY THE MAYOR

Mayor Schreiber appreciated Mr. Wolf's comments.

X. MINUTES

Resolution No. 2012-163, approving the minutes of June 29 and July 17, 2012.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of June 29 and July 17, 2012 be approved.

OFFERED BY: Council Member Bodary
SUPPORTED BY: Council Member Vogt

On a voice vote, the motion to approve the minutes carried.

XI. CONSENT AGENDA

Resolution No. 2012-164

1. Resolution No. 2012-165, recognizing Destiny and Purpose Outreach (DAPCO) as a non-profit organization in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Destiny and Purpose Community Outreach (DAPOCO) intends to apply to the State of Michigan for a Charitable Gaming License; and

WHEREAS, this license would permit DAPOCO to hold two fundraising events; one in 2012 and one in 2013 at 127 N. Washington Street in Ypsilanti, MI. 48197; and

WHEREAS, the DAPOCO is a 501(c)(3) tax exempt organization.

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

2. Resolution No. 2012-166, amending the ICMA-RA Administrative Service Agreement.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council of the City of Ypsilanti deems it to be in the best interest of its employees to continue to offer a 457 (b) Deferred Compensation Plan; and

WHEREAS, the employer entered the Agreement(s) to engage ICMA-RC to provide administrative services and investments for the plan under the terms specified in the A
Agreement(s); and

WHEREAS, the parties wish to amend the Agreement(s) to acknowledge that the Employer has appointed Wilmington Trust Retirement and Institutional Services Company (WTRISC) as non-discretionary directed trustee or non-discretionary directed successor trustee, as applicable, under the Plan; and

WHEREAS, Section 11(a) of the Agreement provides that the Agreement(s) may be amended pursuant to a written instrument signed by the parties.

NOW, THEREFORE BE IT RESOLVED THAT the City of Ypsilanti and ICMA-RC agree to the following terms to be added to the Agreement(s):

1. **Employer has appointed WTRISC as non-discretionary directed trustee or non-discretionary directed successor trustee, as applicable, under the Plan, and WTRISC is willing to serve as non-discretionary directed trustee or non-discretionary directed successor trustee, as applicable;**

2. **ICMA-RC and Employer acknowledge and agree that ICMA-RC will continue to have the sole responsibility to provide administrative services for the Plan under the terms specified in the Agreement(s), and that WTRISC shall not have any responsibility for the performance of said services; and**

3. **WTRISC's fee for providing such trustee services is an annual fee of $850 per plan. ICMA-RC will invoice the Employer annually, and payment will be due within 30 days of the date of the invoice.**

3. Resolution No. 2012-167, accepting the appointment of Wilmington Trust Retirement and Institutional Services Company (WTRISC) as non-discretionary directed trustee and non-discretionary directed successor trustee, replacing Vantage Trust Company (VTC) who resigned.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the assets of the City of Ypsilanti's 457(b) Deferred Compensation Plan are held in trust for the exclusive benefit of Plan participants and their beneficiaries, and shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan; and

WHEREAS, the City of Ypsilanti has been notified that Vantage Trust Company, LLC ("VTC") will resign as passive-directed trustee of the Plan effective July 31, 2012; and

WHEREAS, the City of Ypsilanti desires to appoint Wilmington Trust Retirement and Institutional Services Company ("Wilmington Trust") to serve as successor passive-directed trustee of the Plan, effective as of July 1, 2012.

NOW THEREFORE BE IT RESOLVED, that the City of Ypsilanti accepts the resignation of VTC as passive-directed trustee of the Plan and hereby appoints Wilmington Trust to serve as successor passive-directed trustee of the Plan, effective July 1, 2012.

BE IT FURTHER RESOLVED that the City Council authorizes the Human Compensation Services to City employees for the calendar year of July 1, 2012 through June 30, 2013, and to coordinate and take any and all actions required to implement the foregoing resolution.

4. Resolution No. 2012-168, supporting a request to overturn the Supreme Court's Citizen United vs. Federal Elections Commission.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The First Amendment of the Constitution of the United States prohibits the making of any law abridging the freedom of speech of "We the people"; and

WHEREAS, Campaign finance laws, including limits on campaign contributions, are key tools to ensure fair and free elections, which are essential to democracy and political freedom; and

WHEREAS, In the Supreme Court's ruling in Citizens United v. Federal Elections Commission, the Court held that the First Amendment prohibited the government from restricting independent political expenditures by corporations; and

WHEREAS, Corporations have special privileges, distinct from those of its members, not afforded to natural persons, that allow them to contribute exceptional amounts of money to political campaigns that often do not reflect the public interest; and

WHEREAS, This undue influence on elections leads to the conviction that the political influence of corporations should be limited.

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council, with the utmost respect, calls upon the United States Congress to propose a Constitutional amendment to overturn Citizens United v. Federal Elections Commission and clarify that the rights offered in the Constitution are the rights of natural persons and are not extended to corporations.

5. Resolution No. 2012-169, supporting *"Turn the Towns Teal"* in support of National Ovarian Cancer Awareness Month.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, ovarian cancer is the deadliest of gynecologic cancers and a leading cause of cancer-related death in women. The survival rate has barely improved over the past 40 years, when "War on Cancer" was declared.

WHEREAS, due to lack of early detection, less than 20 percent of ovarian cancer is diagnosed early, when it is most treatable; and

WHEREAS, the Michigan Ovarian Cancer Alliance (MIOCA), a nonprofit and partner member of the Ovarian Cancer National Alliance, promotes saving lives through early detection, improved treatment outcomes, community outreach and education; and

WHEREAS, *"Turn the Towns Teal"* is a campaign promoting awareness of ovarian cancer and its symptoms, and is held in conjunction with National Ovarian Cancer Awareness Month, from September 1 to September 30; and

WHEREAS, *"Turn the Towns Teal"* features teal ribbons tied throughout establishments that are interested; and

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

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

6. Resolution No. 2012-170, approving proposal from Oscar W. Larson Company for fuel tank repairs at the Police and Fire departments.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the 2012–2013 fiscal year budget includes funds to make repairs to the underground storage tanks (UST) located in the Fire/Police parking lot; and

WHEREAS, a proposal to make the necessary repairs was submitted by The Oscar W. Larson Company, Clarkston MI, 48348, for the amount of $46,480 and;

WHEREAS, the Oscar W. Larson Company is in only vendor in this area that is certified to do this work; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the proposal submitted by The Oscar W. Larson Company; and

FURTHER, that $46,480 to make the repairs to the USTs be expended from the $48,000 budgeted in account 101-2650-818-00; and

THAT the City Manager is authorized to sign this purchase proposal and any change orders, subject to approval by the City Attorney, to facilitate this work.

7. Resolution No. 2012-172, authorizing YCUA to use YCUA City Division Reserve for the Construction Fund for the West Cross Street Water Improvements Project.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, at its July 24, 2012 regular Board Meeting, the YCUA Board of Commissioners recommended to City Council that the YCUA City Division Reserve for Construction Fund be used to finance the West Cross Street Water System Improvements Project; and

Whereas, the use of these funds requires City Council's approval; and

Whereas, the City of Ypsilanti along with MDOT is reconstructing West Cross Street from Washtenaw to Wallace Boulevard; and

Whereas, MDOT has agreed to include in their contract the water main replacement work which YCUA will finance; and

Whereas, the cost of construction and engineering for the project is estimated to be $504,500;

Now therefore be it resolved, that the Ypsilanti City Council authorizes YCUA to use the YCUA City Division Reserve for Construction Fund for the West Cross Street Water Improvements Project up to the amount of $504,500, pursuant to Sec. 106-497 of the Ypsilanti Code of Ordinances.

8. Resolution No. 2012-173, approving the construction engineering and geotechnical testing services contract with Orchard, Hiltz & McCliment (OHM) for the reconstruction, curb/gutter replacement, drainage improvements and water main replacement for the West Cross Street between Wallace Blvd. and Washtenaw Ave. project.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Federal Surface Transportation Program - Urban funding has been programmed for full depth reconstruction, curb/gutter replacement, drainage improvements and water main replacement for West Cross Street between Wallace Blvd. and Washtenaw Avenue in the 2012 construction season; and

WHEREAS, Orchard, Hiltz and McCliment has provided an exemplary level of service to the City of Ypsilanti on similar street improvement projects, and posses a depth of experience with the infrastructure in the project area; and

WHEREAS, it is necessary to secure construction engineering services to keep this project on schedule;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the construction engineering and geotechnical testing services contract with Orchard, Hiltz & McCliment, Inc., 34000 Plymouth Road, Livonia, MI at a not to exceed cost of $89,400.00; and

THAT the Mayor and City Clerk are authorized to sign this contract, subject to review and approval by the City Attorney; and

THAT the City Manager is authorized to sign any change orders that may be needed to maintain the project's schedule, subject to review and approval by the City Attorney.

9. Resolution No. 2012-174, approving the engagement letter from Rehmann Robson for the City of Ypsilanti for the year ended June 30, 2012.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the engagement letter between the City of Ypsilanti and Rehmann Robson, Certified Public Accountants, dated August 3, 2012, for the annual audit for the fiscal year ended June 30, 2012, be approved. The City Manager is authorized to sign for and on behalf of the City of Ypsilanti.

OFFERED BY: Council Member Robb
SUPPORTED By: Council Member Bodary

On a voice vote, the motion to approve the Consent Agenda carried.

XII. RESOLUTIONS/MOTIONS/DISCUSSIONS

1. Resolution No. 2012-171, setting a Dangerous Building Show-Cause hearing for 25 Bell Street.

Regarding the property located at: 25 Bell Street
Tax ID # 11-11-39-483-002

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that Ypsilanti City Council accepts the Dangerous Building Hearing Officer's Order of Findings; and

RESOLVES that an order to show cause is set for October 2, 2012 at 7:00 p.m. at City Hall, 1 S. Huron, Ypsilanti, MI. 48197.

OFFERED BY: Council Member Vogt
SUPPORTED BY: Council Member Bodary

On a roll call, the vote to approve Resolution 2012-171 was as follows:

Mayor Pro-Tem Richardson	Absent	Council Member Bodary	Yes
Council Member Robb	Yes	Council Member Jefferson	Absent
Council Member Vogt	Yes	Council Member Murdock	Absent
Mayor Schreiber	Yes		

VOTE:

Yes: 4 No: 0 Absent: 3 (Richardson, Jefferson, Murdock) Vote: Carried

2. Resolution No. 2012-176, approving towing contract with Budget Towing.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Ypsilanti Police Department has issued a request for proposal for a police department towing contract, and

WHEREAS, based on the fact that Budget Towing was the sole bidder and that Budget Towing either meets or exceeds the standards outlined within the Request for Proposal, and now

THEREFORE BE IT RESOLVED, that the Chief of Police be authorized to sign all necessary documents needed to execute the contract with Budget Towing, subject to approval by the City Attorney.

OFFERED BY: Council Member Vogt
SUPPORTED BY: Council Member Bodary

Lt. Annas was present to give an overview of the bid process.

Mr. Robb asked staff why only one bid was received. He recalled that the last time towing was bidded the City received four bids. He asked if the City has become too cozy with the existing contractor.

Lt. Craig Annas answered he is not sure why only one bide was received. He said bids are not solicited.

Council Member Bodary said the public notice was published in The Ypsilanti Courier and that may be one reason why so few bids were received. He suggested placing the bids on line on in other publications for more exposure.

Lt. Craig Annas answered it was published in the City's newspaper of record which is The Courier.

Council Member Bodary commented he is not surprised that no one wants to go up against them.

Council Member Robb asked about the rates and if they are at the state's minimum.

Lt. Craig Annas answered the bid is same price as the County and Ann Arbor.

On a roll call, the vote to approve Resolution 2012-176 was as follows:

Council Member Robb	Yes	Council Member Jefferson	Absent
Council Member Vogt	Yes	Council Member Murdock	Absent
Mayor Schreiber	Yes	Mayor Pro-Tem Richardson	Absent
Council Member Bodary	Yes		

VOTE:

Yes: 4 No: 0 Absent: (Jefferson, Murdock, Richardson) Vote: Carried

3. Resolution No. 2012-177, approving voting delegate(s) for the 2012 Michigan Municipal League (MML) Annual Convention, October 3-5, 2012.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT ______Mayor Pro-Tem Richardson________________________ be appointed as Delegate and __Council Member Murdock____________ be appointed as Alternate for the Annual Convention of the Michigan Municipal League (MML), to be held October 3-5, 2012 on Mackinac Island, to cast the vote of the municipality for election of trustees, policy and other business as may properly come before the meeting.

OFFERED BY: Council Member Robb
SUPPORTED BY: Council Member Vogt

On a voice vote, the motion carried.

4. Resolution No. 2012-178, approving Memoranda of Understanding (MOU) with EMU for road salt purchases.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti participates in the MiDeal State Purchasing Program to purchase road salt for winter maintenance; and

WHEREAS, the City purchases road salt for Eastern Michigan University in conjunction with its purchases; and

WHEREAS, it is necessary formalize the terms of our collaborative efforts by way of a Memorandum of Understanding;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the Memorandum of Understanding with Eastern Michigan University for the purchase of road salt for winter maintenance through the MiDeal State Purchasing Program ; and

THAT the Mayor and City Clerk are authorized to sign this agreement, subject to review and approval by the City Attorney; and

OFFERED BY: Council Member Bodary
SUPPORTED BY: Council Member Vogt

DPS Director Stan Kirton gave an overview of the MOU and said it clarifies the fees and puts everything on record to make sure everyone is clear.

Council Member Bodary asked what happens if we have another mild winter.

Mr. Kirton answered we would have to pay the storage fee and the order would be cut down for this year.

On a roll call, the vote to approve Resolution 2012-178 was as follows:

Council Member Vogt	Yes	Council Member Murdock	Absent
Mayor Schreiber	Yes	Mayor Pro-Tem Richardson	Absent
Council Member Bodary	Yes	Council Member Robb	Yes
Council Member Jefferson	Absent		

VOTE:

Yes: 4 No: 0 Absent: 3 (Jefferson, Murdock, Richardson) Vote: Carried

5. Resolution No. 2012- 179, approving Memoranda of Understanding (MOU) with Eastern Michigan University for the City of Ypsilanti's Department of Public Services to provide parking lot sweeping services.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Eastern Michigan University is desirous to have the City of Ypsilanti's Department Public Services provide parking lot sweeping services; and

WHEREAS, Memoranda of Understanding has been created to outline the terms of this inter-agency collaboration between the City and Eastern Michigan University;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the Memoranda of Understanding with Eastern Michigan University for the City of Ypsilanti's Department of Public Services to provide parking lot sweeping services; and

THAT the Mayor and City Clerk are authorized to sign this agreement, subject to review and approval by the City Attorney; and

OFFERED BY: Council Member Bodary
SUPPORTED BY: Council Member Vogt

Mr. Kirton explained that this MOU is a new collaborative effort with EMU. He said the City was fortunate to get sweeper through a CMAQ grant. He said this collaborative effort can be reported on our EVIP. He said the dollar figure includes the State's equipment rental fee which is $90.87, union heavy equipment operator overtime and fringes at $45/hr. and admin. fee of 5% which is under $9/hr. He said the admin. fee covers staff time for invoice and tracking, and there is a slight maintenance cost of $30. He said EMU will pay for dumping at $23.45 per cubic yard and fuel at $3.11/gal.

Council Member Bodary asked is it a reasonable price because there is not much profit.

Mr. Kirton answered yes

Council Member Robb asked what is the number of hours expected?

Mr. Kirton said he will track the hours as they go. He said they have $10,000 budgeted and plan to do sweeping before school starts, once during the year, and once after. He said this is a pilot program and there may be more down the road.

Council Member Robb asked when will work be done?

Mr. Kirton answered on weekends or after work.

On a roll call, the vote to approve Resolution 2012-179 was as follows:

Mayor Schreiber	Yes	Mayor Pro-Tem Richardson	Absent
Council Member Bodary	Yes	Council Member Robb	Yes
Council Member Jefferson	Absent	Council Member Vogt	Yes
Council Member Murdock	Absent		

VOTE:

Yes: 4 No: 0 Absent: 3 (Jefferson, Murdock, Richardson) Vote: Carried

6. Resolution No. 2012-175, approving appointment to Boards and Commissions (Michael Bodary to YCUA Board)

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

NAME	BOARD	TERM TO EXPIRE
Michael Bodary 1206 Westmoorland Ypsilanti, MI 48198	**YCUA Board**	**2/1/2013 (replacing Mark Namatevs who resigned)**

OFFERED BY: Council Member Vogt
SUPPORTED BY: Council Member Robb

Council Member Bodary gave a statement regarding his desire to serve on the YCUA Board. He said the YCUA actively promotes fresh and clean water in the State and local area and he has watched the system evolve. He said the treatment of sewage is also important and YCUA has been very successful and he wants to see it continue.

Council Member Robb asked what is YCUA looking for in a new director?

Council Member Bodary answered the same qualifications he looked for with the city manager. He said he is looking for someone with influence but he has no idea yet.

Mayor Schreiber said his appointment is a very important one and he appreciates Council Member Bodary agreeing to the appointment as one of the board members.

Attorney John Barr advised Council Member Bodary he could vote on this because there is no monetary gain.

On a roll call, the vote to approve Resolution 2012-175 was as follows:

Council Member Bodary	Yes	Council Member Robb	Yes
Council Member Jefferson	Absent	Council Member Vogt	Yes

Council Member Murdock	Absent	Mayor Schreiber	Yes
Mayor Pro-Tem Richardson	Absent		

VOTE:

Yes: 4 No: 0 Absent: 3 (Jefferson, Murdock, Richardson) Vote: Carried

XIII. LIASON REPORTS

A. SEMCOG Update - none
B. Washtenaw Area Transportation Study – Council Member Bodary gave update on WATS exploration of possibly becoming a separate entity and separating from SEMCOG
C. Washtenaw Metro Alliance - none
D. Urban Counties - none
E. Freight House - none

XIV. COUNCIL PROPOSED BUSINESS

ROBB

Council Member Robb said he will bring an anti-fracking resolution for approval at the next meeting. Council Member Bodary supported the resolution.

Mr. Robb suggested the city's drug policy be amended soon before Chuck Ream's charter amendment goes viral.

Mr. Robb reported that he attended the Charter Commission's final meeting and they spoke of removing all residency requirements, however the code of ordinance says the city manager must live within city limits. He suggested the ordinance be changed and asked Mayor Schreiber how is residency defined.

Attorney John Barr answered residency is defined as the place where you live the majority of the time.

Mayor Schreiber stated that in Mr. Lange's case he lives within a 25 mile radius and he stays there the majority of time but not full time.

Council Member Robb stated residency is established also by voter registration.

Mayor Schreiber asked for a legal opinion.

Council Member Robb asked City Council if they want to remove the residency requirement in the code of ordinances.

Council Member Bodary said he would support removing the requirement.

Council Member Vogt said City Council should discuss it.

Attorney John Barr asked City Council if they would like him to prepare a proposed ordinance?

Council Member Robb answered yes and said a strike through in Division 2: Residency Requirements would be sufficient.

Attorney John Barr said he will prepare proposed legislation.

City Manager Ralph Lange commented that his wife and daughter are 60 miles away, however he said he lives only 4.2 miles away. In addition he said he is absolutely committed to the City of Ypsilanti but would like to vote in Ohio this one last time around. He said he appreciates this very much and will give 110%.

Council Member Robb commented that he would like a presentation on ordinance enforcement to be placed on the September or October meeting agenda.

BODARY

Council Member Bodary reported he received a letter from a Grant Street resident about people moving away and putting their homes up for rental property and getting away with principle rate exemption. He said he knows that this happens and it is cheating the city out of rightly due taxes. He said letters the letters he received are copied to Mr. Lange, Mr. Daniels and Ms. Teamer and addressed to the part-time contracted assessor. He said the city should make an effort to track them down because the amount could be close to $20,000.

VOGT

Council Member Vogt reported he met with EMU staff at Fletcher School regarding the limited opening of Ainsley and there were a lot of input and good ideas from the community. He said residents are proposing a turnaround and to extend Ainsley at the west end. He said this would benefit the public and the city in that the turnaround would prevent cut through. He said everyone is compromising to meet everyone's needs.

Mr. Vogt wished Council Member Bodary a Happy Birthday.

XV. COMMUNICATIONS FROM THE MAYOR

Mayor Schreiber gave the following communications:

He said he was happy to see that the Michigan Liquor Control Commission came down hard on Brandy's. He said there was terrific community support and lots of letters requesting removal of the liquor license from the Hanna family. He said the transfer will have to go through the city and we will be watching this carefully.

XVI. COMMUNICATIONS FROM THE CITY MANAGER

City Manager Lange made the following comments:

Mr. Lange said over the last month he has attending a lot of meetings on various issues and has met a lot of people. A couple of the major issues were Parkridge, Rutherford Pool and Ainsley. He said he has not met with the Friends of the Freight House yet but he is working on some of things City Council has expressed that it wants to achieve. He said the City must be careful how much we get involved and that capital contribution are made only and not continuous as well as carefully watching the business plans. He said the City would be committed with in-kind contributions and a one-time capital contribution for the pool and freight house. He said this is his philosophy and he feels these are important assets to the city. He said he will bring forth agreements to Council once a specific–good is worked out.

Regarding Ainsley Street, he said the proposed turnaround is a tremendous help.

He reported that staff and Council have been very supportive and cordial and he is pleased with the great start he has had so far.

Mr. Lange said he has had a long and successful relationship with SEMCOG through the Monroe Road Commission and he is a big fan of them. He said their presence and partnership is critical and they are the key to helping Ypsilanti with getting a rail stop.

He reported he received a proposal from Ypsilanti Township regarding Grove Road. He said the Township wants to front the money in order to advance the project to 2013 and they would be paid the federal portion back in 2014. He said the advantage is getting it done sooner will cost less and there would be no interest. He said he supports advance construction, however he realizes there are other issues. He said also supports total reconstruction of the road.

XVII. <u>AUDIENCE PARTICIPATION</u>

Donna Harding, representing Citizen's United, thanked Council for passing the resolution of support.

XVIII. <u>REMARKS FROM THE MAYOR</u>

Mayor Schreiber thanked Ms. Harding for her comments.

XIX. <u>CLOSED SESSION</u>

Closed Session to discuss union negotiations. (OMA 15.268, Section 8(c))

On a roll call, the vote to adjourn to closed session was as follows:

Council Member Jefferson	Absent	Council Member Vogt	Yes
Council Member Murdock	Absent	Mayor Schreiber	Yes
Mayor Pro-Tem Richardson	Absent	Council Member Bodary	Yes
Council Member Robb	Yes		

VOTE:

Yes: 4 No: 0 Absent: 3 (Jefferson, Murdock, Richardson) Vote: Carried

XX. <u>ADJOURNMENT</u>

A. Resolution No. 2012-180 adjourning the City Council Meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or two (2) members of Council.

OFFERED BY: Council Member Vogt
SUPPORTED BY: Council Member Bodary

On a voice vote, the motion carried and the meeting adjourned to close session at 8:54 p.m.

Draft

CITY OF YPSILANTI
SPECIAL COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
FRIDAY, SEPTEMBER 7, 2012
7:30 A.M.

I. CALL TO ORDER

The meeting was called to order at 7:35 a.m.

II. ROLL CALL

Council Member Bodary	Present	Council Member Robb	Present
Council Member Jefferson	Present	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Schreiber	Present
Mayor Pro-Tem Richardson	Present		

III. INVOCATION

The Mayor asked all to stand for a moment of silence.

IV. PLEDGE OF ALLEGIANCE

"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."

V. INTRODUCTIONS

Mayor Schreiber introduced Amy Grettum, YHC Board Member nominee.

VI. AGENDA APPROVAL

Mayor Schreiber requested to add the following :
Add : **Remarks the Mayor** after the first Audience Participation
Add : **Resolution No. 2012-183 approving the YHC Recovery Agreement**

Council Members Robb and Murdock voiced objections to adding Resolution No. 2012-183 to the agenda.

Council Member Murdock said the recovery plan in the packet is not the same as the one distributed late yesterday and that is why he is objecting. He said the most recent recovery plan came from HUD and hasn't been approved by YHC yet.

Mayor Pro-Tem Richardson said she understood that the YHC Recovery Plan would be an item of business.

Mayor Pro-Tem Richardson moved, supported by Council Member Vogt to add Resolution No. 2012-183 to the agenda.

Mayor Schreiber said he would like to start cooperating with HUD and approving the Recovery Plan would be a great place to start.

Council Member Murdock said action has been delayed on the Housing Commission for a long time. He said th Mayor has withheld information and continues to protect those who are responsible for mismanagment and holding the YHC down and there are other options and he would like to take a look at them.

Council Member Robb disapproved of adding the YHC Recovery Plan to the agenda.

Mayor Schreiber said he would entertain a motion to suspend the rules.

There was no motion.

On a roll call, the vote to add Resolution No. 2012-183 to the agenda was as follows :

Council Member Bodary	Yes	Council Member Robb	No
Council Member Jefferson	No	Council Member Vogt	Yes
Council Member Murdock	No	Mayor Schreiber	Yes
Mayor Pro-Tem Richardson	Yes		

VOTE :

Yes : 4	No : 3 Jefferson Murdock Robb	Absent : 0	Vote : Carried

On a voice vote the agenda was approved as amended with Council Members Murdock and Robb dissenting.

VII. <u>AUDIENCE PARTICIPATION</u>

Mayor Schreiber read the rules for audience participation.

Amy Grettum introduced herself to Council and said her background is in inspections, affordable housing and construction. She said she would like to lend her assistance and become more involved. She said she is available for phone calls from Council regarding her background and interest.

VIII. <u>REMARKS BY THE MAYOR *(Added)*</u>

None

IX. <u>RESOLUTIONS/MOTIONS/DISCUSSIONS</u>

1. Resolution 2012-181, removing an Ypsilanti Housing Commissioner

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Ypsilanti Housing Commission (YHC) is a Board of 5 members, nominated by the Mayor and approved by City Council; and

WHEREAS, Ypsilanti Housing Commission board members serve at the pleasure of the Mayor and City Council;

NOW BE IT RESOLVED, That YHC member Ma'Cheryl Jones is hereby removed from the position of board member on the Ypsilanti Housing Commission (YHC) effective immediately, on recommendation of the Mayor and approval of City Council;

BE IT FURTHER RESOLVED, That the City Clerk is directed to send a copy of this resolution as notice to Ma'Cheryl Jones and copies to the Ypsilanti Housing Commission and Mr. Willie Garrett, HUD Public Housing Director.

OFFERED BY: Mayor Pro-Tem Richardson
SUPPORTED BY: Council Member Bodary

Council Member Murdock moved, supported by Council Member Robb to add the following paragraph to the resolution:

IT IS FURTHER RESOLVED, That City Council requests immediate resignation of the remaining Ypsilanti Housing Commission (YHC) board members.

On roll call, the vote to approve the amendment was as follows:

Council Member Jefferson	Yes	Council Member Vogt	No
Council Member Murdock	Yes	Mayor Schreiber	No
Mayor Pro-Tem Richardson	No	Council Member Bodary	Yes
Council Member Robb	Yes		

VOTE:

Yes: 4	No: 3 Richardson Vogt Schreiber	Absent: 0	Vote: Carried

Mayor Pro-Tem Richardson recalled a discussion that another Board Member was to be removed also.

Mayor Schreiber explained that three members are needed for a quorum. He said he received an email from Mr. Garrett which clarified that so that is why only one member is being removed at this time.

Council Member Bodary recalled the previous discussion was to remove two members and asked what keeps changing and why.

Mayor Schreiber explained that the previous resident commissioner is ill and unable to serve so one member of the two previously discussed have to remain in order to conduct business.

Council Member Bodary said a potential resident commissioner is present tonight.

Mayor Schreiber stated the only way to continue would be to suspend the rules to allow approval of the resident commissioner on tonight.

Mayor Pro-Tem Richardson said she has a recommendation for the resident commissioner also. She said her nominee is a public housing resident and is very active in her housing unit and their resident council, and the learning center. She said the nominee's resume was distributed to Council tonight for review. She suggested that the resident commissioner be given precedent over adding any other member.

Mayor Schreiber said he is not prepared to make the nomination on tonight. He said he would like to speak to and meet with the nominee, Ms. Clark, before nominating her.

Council Member Murdock said it seems that some are more interested in saving bureaucracy more than saving the project. He said the Mayor has had the opportunity for a while to change things and hasn't. He said the existing Board has jeopardized rental payments and the Hamilton Crossing project and he can't defend their actions anymore. He said it is time to place people on the Board that will respond to the needs of the people and to Council and its time to look at other options.

Mayor Pro-Tem Richardson added that a change in the Interim Director was also discussed in the meeting with Mr. Garrett from HUD and nothing has been mentioned about that. She said she feels changing the ID will make a difference. She said the interest of the people should be first and foremost.

Council Member Vogt said he voted in favor of replacing several members of the Board and his goal is nothing more than to protect the residents and the public housing program. He said he is ready to proceed with removing Ma'Cheryl Jones and then allowing time for other nominees to be introduced in order to find the right people who are competent. He said hopefully the Mayor will have another nominee at the next meeting.

Council Member Murdock stated that lack of action in making changes is why we are here today and Council is still being stumped by the Mayor. He said the Mayor has the authority and has promised to make changes before and didn't follow through so he is not sure where Council goes from here.

On roll call, the vote to approve Resolution No. 2012-181 as amended was as follows:

Council Member Murdock	Yes	Mayor Schreiber	Yes
Mayor Pro-Tem Richardson	Yes	Council Member Bodary	Yes
Council Member Robb	Yes	Council Member Jefferson	Yes
Council Member Vogt	No		

VOTE:

Yes:	6	No: 1 Vogt	Absent: 0	Vote:	Carried

Mayor Schreiber said he voted yes for the resolution but he doesn't agree with the amendment.

Council Member Vogt said he voted against the amendment not the resolution. He said he is in favor of the removal.

Resolution No. 2012-181 as adopted reads as follows:

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Ypsilanti Housing Commission (YHC) is a Board of 5 members, nominated by the Mayor and approved by City Council; and

WHEREAS, Ypsilanti Housing Commission board members serve at the pleasure of the Mayor and City Council;

NOW BE IT RESOLVED, That YHC member Ma'Cheryl Jones is hereby removed from the position of board member on the Ypsilanti Housing Commission (YHC) effective immediately, on recommendation of the Mayor and approval of City Council;

BE IT FURTHER RESOLVED, That the City Clerk is directed to send a copy of this resolution as notice to Ma'Cheryl Jones and copies to the Ypsilanti Housing Commission and Mr. Willie Garrett, HUD Public Housing Director.

IT IS FURTHER RESOLVED, That City Council requests immediate resignation of the remaining Ypsilanti Housing Commission (YHC) board members.

2. **YHC Recovery Plan**

Resolution No. 2012-183, approving the Recovery Agreement between Ypsilanti Housing Commission, the United States Department of Housing and Urban Development and the City of Ypsilanti.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the Recovery Agreement between Ypsilanti Housing Commission, the Unites States Department of Housing and Urban Development and the City of Ypsilanti be approved.

OFFERED BY: Council Member Jefferson
SUPPORTED BY: Council Member Vogt

Council Member Robb pointed out that the current recovery plan version has eliminated the financial requirements that were in the original plan. He says the new plan is a joke and says nothing about an audit or questionable costs. He said he would like to see a full audit of the Section 8 program,

Mayor Schreiber encouraged Council to add anything they don't see and would like in the recovery plan.

Council Member Robb questioned what would Council do if they failed again. He said the new recovery plan makes no sense at all.

Council Member Murdock agreed with Council Member Robb and said he will not vote for it. He said City Council has no ability to do some of the things listed in the agreement because they are not the authority therefore YHC is unable to comply with the agreement.

Mayor Pro-Tem Richardson said she would be voting no also because she would like an opportunity to review the plan since Council just received it on yesterday afternoon.

On roll call, the vote to approve Resolution No. 2012-183 was as follows:

Mayor Pro-Tem Richardson	No	Council Member Bodary	No
Council Member Robb	No	Council Member Jefferson	No
Council Member Vogt	No	Council Member Murdock	No
Mayor Schreiber	Yes		

VOTE:

Yes: 1 Schreiber	No: 6	Absent: 0	Vote: Failed

Mayor Schreiber suggested that each Council Member go through the Recovery Plan and make the desired changes they would like to see.

X. COMMUNICATIONS FROM THE MAYOR

Nominations to Boards and Commissions:

Ypsilanti Housing Commission
Amy Grettum (replacing Ma'Cheryl Jones)
12 Oak Street
Ypsilanti, MI 48198
Term ending 12/31/2012

Resident Ypsilanti Housing Commissioner nomination needed.
Previous nominee declined appointment.

XI. AUDIENCE PARTICIPATION

None

XII. REMARKS BY THE MAYOR

None

XIII. CLOSED SESSION

Closed session to discuss union negotiations. (OMA 15.268, Section 8(c)

On roll call the vote to adjourn to closed session was as follows :

Council Member Robb	Yes	Council Member Jefferson	Yes
Council Member Vogt	Yes	Council Member Murdock	Yes
Mayor Schreiber	Yes	Mayor Pro-Tem Richardson	Yes
Council Member Bodary	Yes		

VOTE :

Yes : 7	No : 0	Absent : 0	Vote : Carried

XIX. ADJOURNMENT

Resolution No. 2012-182, adjourning the Special Council Meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or two (2) members of Council.

OFFERED BY: Council Member Jefferson
SUPPORTED BY: Council Member Vogt

On a voice vote the motion carried and the meeting adjourned to closed session at 8:28 p.m.

Resolution No. 2012 – 186
September 18, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI,

That the following items be approved:

1. Resolution No. 2012-187 approving "Ypsilanti River Day" to be held October 7, 2012.

2. Resolution No. 2012-188, supporting a statewide and national ban on hydraulic fracturing.

3. Resolution No. 2012-189, approving a right of way agreement with HDL.com for purpose of installing wireless digital data communication radio network receivers on existing light poles.

4. Resolution No. 2012-190, approving the proposal from Saf'Play for Parkridge and Candy Cane Parks.

OFFERED BY: ____

SUPPORTED BY:____

YES: NO: ABSENT: VOTE:

Resolution No. 2012-187
September 18, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Recreation Commission is directed to make recommendations regarding recreational opportunities to residents of the City of Ypsilanti; and

WHEREAS, the City's Code of Ordinances states that the Recreation Commission serves as an advisory board to City Council. As such, any event recommendations made by the Recreation Commission require City sponsorship, and so require approval by City Council; and

WHEREAS, the Recreation Commission recommends sponsorship of the event, "Ypsilanti River Day". The event is to be held October 7, between 10am-3pm at Frog Island. The Recreation Commission has formed a partnership with the City of Ann Arbor Canoe Livery to provide canoeing and kayaking opportunities to residents of the City of Ypsilanti; and

WHEREAS, staff of the Ann Arbor Canoe Livery along with volunteers of the Recreation Commission will perform and oversee all functions relative to the event. As such, the sponsorship of this event will come at no cost or liability to the City of Ypsilanti.

NOW THEREFORE IT IS RESOLVED that the City Council approves of the Recreation Commission's recommendation for the event, Ypsilanti River Day.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

Resolution No. 2012-188
September18, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS local elected officials are responsible for protecting the health, safety, and welfare of residents of their municipality; and

WHEREAS laws and regulations adopted by State government authorizing certain harmful corporate activities within our municipalities have gutted our ability to protect our residents and the natural environment; and

WHEREAS the hydraulic fracturing (fracking) for natural gas involves the use of chemicals and hazardous materials during construction, drilling, hydraulic fracturing, gas production and delivery, well maintenance, and workover operations; and

WHEREAS hydraulic fracturing of underground geologic formations is often accomplished by injecting a complex mix of fluids and chemicals, including large volumes of water, on average 4.5 million gallons per well, under very high pressure to create fractures in gas bearing geologic formations; and

WHEREAS many of the chemical constituents injected during hydraulic fracturing have documented adverse health effects and/or adverse environmental impacts; and

WHEREAS there have been more than a 1,000 documented cases of water contamination near fracking sites, including reports of drinking water being flammable; and

WHEREAS wastewater from fracking can contain radioactive elements and has been discharged into rivers that supply drinking water for millions according to the New York Times; and

WHEREAS the use of hydraulic fracturing mixes expose adjacent land and surface waters to the risk of contamination through open pit storage, truck transport on roadways, and activities during well development; and

WHEREAS the pollution of water caused by fracking threatens the long term economic well-being of communities, as businesses and consumers depend on clean drinking water; and

BE IT RESOLVED that the Ypsilanti City Council supports a statewide and national ban on hydraulic fracturing for natural gas, opposes bills HB5149, HB5150, and HB5151, and supports the consideration at the congressional level of what has become known as "Fracturing Responsibility and Awareness of Chemicals (FRAC) Act.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to State Senator Rebecca Warren, State Representative David Rutledge, Kirk Profit and US Respresentative John D. Dingell.

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

R E Q U E S T   F O R   L E G I S L A T I O N

DATE: August 8, 2012

FROM: John M. Barr, City Attorney

SUBJECT: Wireless connections

SUMMARY/BACKGROUND

In the year 2000, the City of Ypsilanti was approached by MetriCom, Inc., a Delaware corporation, with a request to place wireless digital data communication radio network transceivers in the City right-of-way by hanging them on existing light poles. After negotiation, the City agreed to the request and a right-of-way permit was prepared.

MetriCom installed some radios within the City and then went out of business. Apparently, the radios are still installed.

HDL.com has now requested being allowed to replace one or more of the MetriCom "ricochet" devices with their own radios. I understand that HDL.com provides a free service for persons within the Ypsilanti area.

Michigan law gives the City the power to control the right-of-ways of the City, including this type of installation of wireless devices.

I have prepared a draft right-of-way agreement and negotiated with Mr. Pierce and his attorney, Mr. Thomas Manchester, over the language. We have agreed on a document and I enclosed it for consideration by City Council.

I recommend that City Council approve the enclosed Right-of-Way agreement.

ATTACHMENTS: Right-of-Way Agreement and resolution approving

RECOMMENDED ACTION: Adoption of the resolution approving.

DATE RECEIVED:_______________ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF:____________ FINANCE DIR. APPROVAL

Resolution No. 2012-189-
September 18, 2012

WHEREAS in 2000 the City negotiated with MetriCom, Inc., a Delaware corporation, to place wireless digital data communication radio network transceivers in the City right of way by hanging them on existing light poles; and

WHEREAS MetriCom installed some radios within the City and then went out of business; and

WHEREAS those radios are apparently still installed; and

WHEREAS HDL.com has requested it be allowed to replace one or more of the MetriCom"ricochet" devices with their own radios, providing a free service for persons within the Ypsilanti area; and

WHEREAS Michigan law gives the City the power to control the right-of-ways of the City, including this type of installation of wireless devices;

NOW THEREFORE: IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that
the proposed Right-of-way Agreement with HDL.com is approved, and the Mayor and City Clerk are authorized to executed such agreement, subject to the approval of the City Attorney.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

CITY OF YPSILANTI / HDL.COM LLC
Right-of-Way Permit Agreement

This Agreement is made this ______ day of __________________, 2012, between THE CITY OF YPSILANTI, a Michigan home-rule municipal corporation of One South Huron Street, Ypsilanti, MI 48197, hereinafter referred to as "CITY," and HDL.com LLC, a Michigan Limited Liability Company, ("HDL") of 118 S. Washington St, Ypsilanti MI 48197, referred to as "HDL," agree as follows:

RECITALS:

HDL desires to utilize city streets and highways by installing radio devices on street light poles within the City.

The radios will allow free wireless internet service throughout the City and may also be used for fee wireless enhanced service.

The CITY is agreeable with providing access on the terms of this Right-of-way Permit agreement.

AGREEMENT:

1. The parties agree that HDL shall have permission to install radios throughout the City, including replacing the defunct Metrocom radios, at the discretion of HDL.

2. The radios shall be placed on City-owned street light poles within the City right-of-way.

3. Definitions:

a. "Right-of-way" means the space in, upon, above, along, across, and over the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places, including all public utility easements and public service easements under the jurisdiction of the City.

b. "Radio" means the radio equipment, whether referred to singly or collectively, to be installed and operated by HDL pursuant to this Agreement.

c. "Services" means the mobile digital communications services provided through the Network by HDL.

d. "Subscriber" means any person or entity which legally receives Services.

4. Term. This agreement shall be effective beginning on the date of signing and for a term of ten (10) years, unless earlier terminated.

5. The City authorizes and permits HDL to enter upon the Public Right-of-Way and to locate, place, attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Radios in or on municipal facilities owned by the City for the purposes of operating the network and providing services.

6. All fees, costs, and expenses of installing and operating the radios shall be borne by HDL.

7. HDL shall not interfere in any manner with any other City property.

8. HDL shall comply with all applicable laws, including state, federal and local laws and the rules promulgated by the Federal Communications Commission.

9. HDL shall apply for and obtain proper permits and pay the necessary fees for any work.

10. Compensation. CITY will be responsible for the cost of electricity used by the radios as installed pursuant to this Agreement.

11. HDL shall not pay any licensing fees or recurring fees to the CITY for the privilege of attaching radios as described above because of the free service offered. However, in the event that HDL does receive monthly recurring revenue from the wireless system, installed on the CITY assets in the City of Ypsilanti, HDL shall pay CITY the sum of five percent (5%) of the total gross monthly recurring revenues received from such service utilizing CITY assets. Payment is accrued annually based on the calendar year ending December 31 and is due March 1 of the following year.

12. Option to Renew. HDL shall have the option to renew this Agreement with similar terms for another period of 10 years, provided that HDL has complied with all the terms of this Agreement and is not in default to CITY. Renewal request may be made up to two years in advance of the expiration of the current agreement by written letter to the City Clerk. Upon receipt of renewal request, City shall have up to 90 days in which to accept or decline, in writing.

13. Late Fees. Any payment due the CITY under paragraph 11 which is not paid on or before April 1 of the year due, shall be considered in default and an additional five percent (5%) of the sum due shall accrue to the payment as a late fee.

14. Free Service to CITY. As additional consideration for this Agreement, HDL shall provide to CITY, upon request, not less than ten (10) accounts to use the service at no charge.

15. Relocation of Radios. In the event it becomes necessary, CITY may request and HDL shall comply with the request to move any of the radios for any reason. Except in cases of emergency, notice to move or relocate a radio shall be in writing and HDL shall have 30 days in which to remove or relocate the radio.

16. Expiration. Upon expiration and termination of this Agreement, HDL shall promptly, safely, and carefully remove all the radios at HDL's sole cost and expense.

17. Installation. All installations shall meet all Ypsilanti city codes, state codes, and federal communication rules.

18. Waiver. HDL waives any and all claims, demands, causes of action, and rights that it may assert against CITY, including its council members, officers, employees, agents, departments, boards, committees, commissions, and attorneys on account of any loss, damage or injury to any radio, or any loss or degradation of the services as a result of any event, unless such loss results from the gross negligence or willful conduct of CITY.

19. Indemnity and Hold Harmless. HDL shall indemnify and hold CITY harmless from any and all claims, suits, demands or occurrences resulting in any way from the radios and use of city streets and property by HDL.

20. Insurance. During the term of this Agreement HDL shall maintain or cause to be maintained, in full force and effect at its sole cost and expense, Worker's Compensation Insurance as required by the State of Michigan and Commercial General Liability Insurance of not less than $1 Million, and automobile liability insurance of not less than $1 Million.

21. Maps. HDL shall provide CITY with a set of complete plans and maps for all radios installed, which shall be maintained by the Ypsilanti Building Department and the Ypsilanti City Clerk.

22. Inspections. CITY has the right to inspect the facilities in any Right-of-Way at any time without notice.

23. Notices shall be given to the parties at the addresses set forth above.

24. Assignment. This Agreement shall not be assigned without written permission of the other party.

25. This Agreement shall be governed and construed in accordance with the laws of the state of Michigan and all jurisdiction and venue shall exclusively reside in the state court in the County of Washtenaw or the federal courts in the eastern district of Michigan.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of ________________, 2012.

In the presence of: HDL.com LLC

_____________________________ BY: _________________________________
Steven R. Pierce, Sole Member

____

THE CITY OF YPSILANTI

_____________________________ BY: ______________________________________
Paul Schreiber, Mayor

_____________________________ BY: _______________________________________
Frances McMullan, City Clerk

APPROVED AS TO FORM:

____
John M. Barr, P-10475
Ypsilanti City Attorney

REQUEST FOR LEGISLATION
Sept. 10, 2012

From: Stan Kirton, Director of Public Services

Subject: City of Ypsilanti Playground Upgrade Project

SUMMARY & BACKGROUND

Playground inspections conducted by the City of Ypsilanti Certified Playground Safety Inspector (CPSI), Mr. Simmons, have identified deficiencies in City playgrounds. The City of Ypsilanti Playground Upgrade Project is part of a long term strategy to modernize aging play equipment/structures, improve play surfacing, repair pavilions, etc. in City parks.

Community Development Block Grant (CDBG) funds have been earmarked for improvements Parkridge Park. City staff issued a Request for Proposal (RFP) to remove and replace the play equipment located in Parkridge Park. There are several components of the play structure slated for removal from Parkridge Park that are interchangeable with the play structure located in Candy Cane Park. The RFP stipulates that these components are to be salvaged from the Parkridge Park play structure and reused on the play structure located in Candy Cane Park. The RFP requested quotes to replace the hardware on the 3-bay swing set, remove and dispose of obsolete/non repairable play equipment and install salvaged components from the Parkridge Park play structure.

The scope of work not funded by CDBG funds that are specifically allocated for the work in Parkridge Park will be expended from the Parks Capital Fees collected from special events.

Bids were received and let for the Playground Upgrade Project at 2:00 pm on August 15, 2012. Five bids were received for the proposed work at Parkridge, Candy Cane and Prospect Parks' Playgrounds. For the swingset work at Prospect Park, staff recommends Nursery Merchant of Whitmore Lake, MI with the low bid of $730. For the work at Parkridge and Candy Cane Parks staff recommends the proposal submitted by Saf'Play Services, Inc. of Highland, MI for $25,684. The low bid for this work was $19, 825 from Play Environments, Inc. of Holland, MI. Staff evaluated both cost and the type of play structure proposed, and concluded that the second-low bid from Saf'Play Services, Inc. will be in the best interest to the City. The Parkridge play structure proposed by Saf'Play Services, Inc. is more compatible with the site than the proposed play equipment from the low bidder, Play Environments, Inc.

The $20,000 of CDBG funds (101-7-7519-818-00) earmarked for Parkridge Park will be used to purchase the new play structure from Saf'Play Services, Inc. for the amount of $17,294. The upgrades slated for Candy Cane and Prospect Parks in the amount of $9,120 will be expended from the Park Capital Fee (101-7-7170-818-10).

RECOMMENDED ACTION: Approval

ATTACHMENTS:
Proposals from Saf'Play and Nursery Merchant; project manual; bid tabulation; proposal excerpts from Saf'Play and Play Environments; resolution

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COUNCIL AGENDA DATE: September 18, 2012

CITY MANAGER APPROVAL: ____________________________

CITY MANAGER COMMENTS: ______________________________

FISCAL SERVICES DIRECTOR APPROVAL: ____

Resolution No. 2012 -190
September 18, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Community Development Block Grant funds have been earmarked for upgrades to Parkridge Park playground equipment/structures; and

WHEREAS, Park Capital Fee funds are available for upgrades to other playgrounds in Candy and Prospect Parks; and

WHEREAS, bids for the proposed upgrades were solicited and received on August 15th, 2012; and

WHEREAS, five vendors responded with proposals for the City of Ypsilanti Playground Upgrade Project; and

WHEREAS, staff recommends accepting proposals from two vendors; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the proposal for Parkridge and Candy Cane Parks submitted by Saf'Play Services , Inc., 1200 N. Milford Road, Highland, MI at a cost of $25,684; and

BE IT FURTHER RESOLVED THAT the City Council approves the proposal for Prospect Park submitted by Nursery Merchant, Inc. 6410 Whitmore Lake Road, Whitmore Lake, MI in the amount of $730.; and

BE IT FURTHER RESOLVED THAT $17, 294 be expended from the CDBG grant, account #101-7-7519-818-00 and $9,120 be expended from the Parks Capital Fee fund, account #101-7-7170-818-10; and

THAT the Mayor and City Clerk are authorized to sign these contracts, subject to review and approval by the City Attorney; and

THAT the City Manager is authorized to sign any change orders that may be needed, subject to review and approval by the City Attorney.

OFFERED BY: ____

SUPPORTED BY: ______________________________________

YES: NO: ABSENT: VOTE:

Saf' Play Services, Inc.

QUOTE

DATE : 8/28/12

1200 N. Milford Rd
Highland, Mi 48357
Phone# 248-889-8185 Fax# 248-887-4087
rrv@saf-playservices.com

QUOTE FIRM 30 DAYS

TO: I

City of Ypsilanti
Department of Public Services
14 W. Forest Avenue
Ypsilanti, Michigan

Project;
City of Ypsilanti Playground Upgrade Project
Parkridge Park- Phase One

ESTIMATOR	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	
Robert					Net 30 Days	

QTY	ITEM#	DESCRIPTION		UNIT PRICE	LINE TOTAL
		Site Work and Play Equipment Installation Quote to include the following:			
1		Demolition-remove and save, also remove and dispose of the existing play equipment as outlined in the Project Manual.		$1,950.00	$ 1,950.00
1		Supply one Miracle 2-Bay Tot's Choice Swing Set		$2,058.00	$ 2,058.00
1	86_41131436852	Supply Miracle Phase I Single Hex Deck with Ramp- 3' Height		$8,418.00	$ 8,418.00
1		Play Equipment and Swing installation		$4,868.00	$ 4,868.00
		Included: Prevailing Wages			
				GRAND TOTAL	$ 17,294.00

Please Note the Following: This quote does not include:

- Site restoration
- Engineered Wood Fiber supply or installation.
- Permits

Terms: A signed quotation or purchase order will be necessary to proceed with the order.

Saf' Play Services is fully insured to install playground equipment.
Certified Playground Safety Inspector on staff.

Please confirm this order by signing below and fax to us at 1-248-887-4087. *Thank You!*

Authorize Signature ______________________ Date ____________ Purchase Order ____________

Please Print ______________________

INVOICE ADDRESS:

CONTACT: ______________________

ADDRESS: ______________________

CITY, ZIPCODE: ______________________

PHONE # ______________________

Fax # ______________________

Email ______________________

IMPORTANT: PLEASE FAX ALL PAGES OF QUOTE WHEN CONFIRMING ORDER.

Quotation prepared by: Robert R. Volmering [redacted]

"Those who seek quality will seek out those who produce quality"

THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTATION.

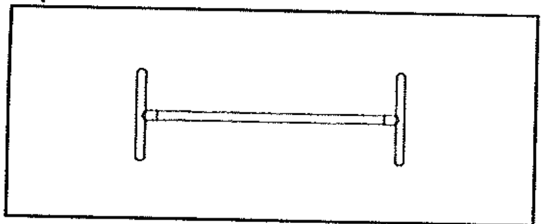
Tots' Choice®

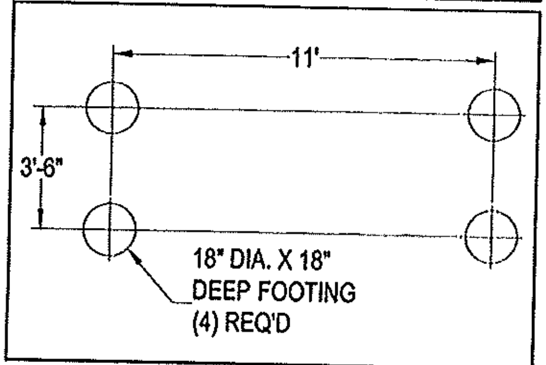
Arch Swing Frames

718-852-2

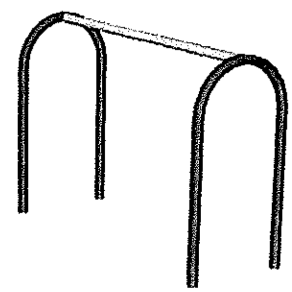
Arch Swing Frame - 1 Bay (for 2 Seats)

Top View





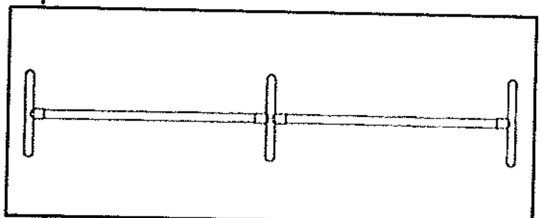
Footing Layout

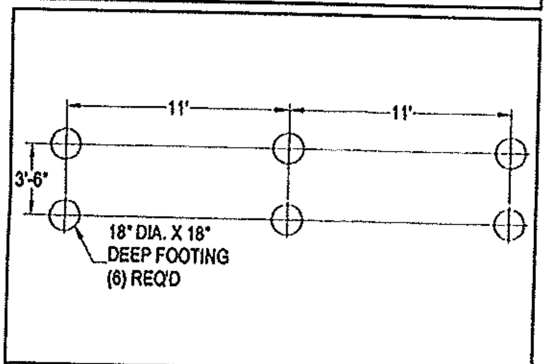


718-852-4

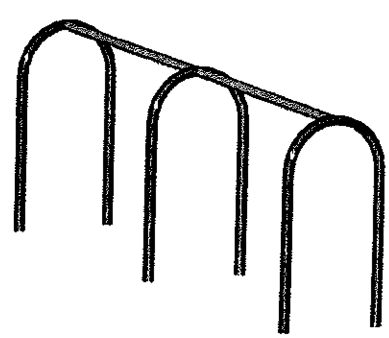
Arch Swing Frame - 2 Bay (for 4 Seats)

Top View





Footing Layout



Saf' Play Services, Inc.

QUOTE

DATE : 8/28/12

1200 N. Milford Rd
Highland, MI 48357
Phone# 248-889-8185 Fax# 248-887-4087
rrv@saf-playservices.com

QUOTE FIRM 30 DAYS

TO: City of Ypsilanti
Department of Public Services
14 W. Forest Avenue
Ypsilanti, Michigan

Project;
City of Ypsilanti Playground Upgrade Project
Candy Cane Park

ESTIMATOR	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	
Robert					Net 30 Days	

QTY	ITEM#	DESCRIPTION		UNIT PRICE	LINE TOTAL
		Site Work and Play Equipment Repair Quote to include the following:			
1		Complete all work as outlined in the Project Manual including items A, B, and C. See the attached Project Manuel Breakdown.			
1	A	Supply and install Replacement Handrails for the Suspension Bridge, eliminating the existing chains and S-hooks. Model #162-855-1.			
1	B	Provide infill between the Step Rails and Deck Support Posts.			
1	C	Lower Hand Rails as shown on Item-C to meet the current railing height requirements.			
		Cost for replacement parts.			$ 2,174.00
		Labor, machine work and disposal fees.			$ 6,216.00
				GRAND TOTAL	$ 8,390.00

Please Note the Following: This quote does not include:

- Site restoration
- Engineered Wood Fiber- supply or installation.
- Permits

Terms: A signed quotation or purchase order will be necessary to proceed with the order.

Saf' Play Services is fully insured to install playground equipment.
Certified Playground Safety Inspector on staff.

Please confirm this order by signing below and fax to us at 1-248-887-4087. *Thank You!*

Authorize Signature ______________________ Date ________ Purchase Order ________

Please Print ______________________

INVOICE ADDRESS:

CONTACT: ______________________

ADDRESS: ______________________

CITY, ZIPCODE: ______________________

PHONE # ______________________

Fax # ______________________

Email ______________________

IMPORTANT: PLEASE FAX ALL PAGES OF QUOTE WHEN CONFIRMING ORDER.

Quotation prepared by: Robert R. Volmering [redacted]

"Those who seek quality will seek out those who produce quality"

THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTATION.

Contract Proposal

Between:

Nursery Merchant Inc
6410 Whitmore Lake Road
Whitmore Lake, MI 48189
734-761-1774

Hereafter known as *Contractor*, and

City of Ypsilanti Playground Upgrade Project
City of Ypsilanti Department of Public Services
1 South Huron Street
Ypsilanti, MI 48197

Herafter known as *Contractee*:

Contractor hereby offers the contractee the following playground maintenance services to be performed on the **Prospect Park Playground** located at 515 E Cross, Ypsilanti, Michigan.

A. Remove and dispose of swing set hardware on the 3-bay swing set
B. Replace S-hooks with Clevis hangers on all swings (as per existing 1 swing template)
C. Replace swing seats with those provided by the Contractee
D. Stabilize top rail on all bays
E. Provide Contractee with 2 spare clevis hangars and compatible tool

Price for swing set services: $ 730.00

Contractor also offers to provide and install 120 cu yds engineered wood fiber (EWF- certified playground chips) on all playground surfaces at the above Prospect location.

Price for EWF: $ 4160.00 [ ] *Check this box to include EWF in Contract*

All services to be provided under supervision of licensed playground inspector David Wills, license#16350-0513. All services to be completed within 30 days of return of signed contract. Payments to Contractor to be made within 15 days of completion of services.

Signed:

		Tammera M. Bollman	9/4/2010
City of Ypsilanti Authorized Agent	Date	Nursery Merchant, Inc	Date

PROJECT MANUAL

PARKRIDGE PARK

Remove and dispose the swingset, and replace with a new one of the largest size possible for the fall surface area. All swingset hardware is to be clevis hangers, not S hooks. Provide two spare clevis hangers for inventory and a compatible tool. Remove the existing track ride, salvaging parts needed for Candy Cane Park. Remove the climbing structure and slides, salvaging parts needed for Candy Cane. Other parts to be disposed by contractor. Provide and install a new slide and small climbing/play structure. Bidders should provide a proposal to provide and install the swingset, slide and climbing structure at the lowest possible price. The Parkridge alternate proposal should include a more extensive plan with an itemized list of options priced out, that details bidder's recommendations with unlimited budget. The City will provide and install wood chips to meet CPSC fall surface requirements. This Parkridge portion of the project is funded by a Community Development Block Grant (CDBG) so the contractor is required to meet prevailing wage requirements. See sample wage determination below.

PROSPECT PARK

Replace hardware on the 3-bay swingset. Convert all the S-hooks to clevis hangers and provide two spare clevis hangers for inventory and a compatible tool. At present, there is one swing with all new hardware to be used as a template for the other five. Swing seats will be provided by the City, contractor is to provide all other hardware req . The swing mounts on the top rail are ovaled out, and need to be stabilized. Blow in an extra layer of engineered fiber to bring the playground fall surface up to grade. The swingset repair and fall surface fiber are two different line items in the bid documents.

CANDY CANE PARK

Remove and dispose the 3-bay swingset. Remove and dispose the wooden climbing structure. Remove and dispose the bent balance beam, digger and "ABC" climbers, and remove and dispose plastic lumber border around that area. Rebuild the track ride, using parts from Parkridge Park playground. Remove and dispose the two north slides and the tire climber on the main structure. Replace with climbing poles, slides or other parts from the Parkridge playground salvage. Rebuild the clatter bridge, converting all S-hooks to clevis hangers. Modify climbing platforms to eliminate entrapments. Rebuild the smaller swingset, with all new hardware except seats, converting S-hooks to clevis hangers, and converting one tot swing to a belt swing. The belt seat will be provided by the City, the best tot swing should be reused, and the others salvaged for the City. Other hardware to be provided by the contractor, with two spare clevis hangers and matching tool for clevis fasteners. Only two swings are allowed in the bay, so the end result should be one tot swing and one belt swing. Prepare the fall surface around this swingset for wood chips(chips to be provided and installed by the City), expanding the current 14 foot distance both front and rear to 16 feet front and rear. Remove and dispose plastic lumber border in this area. Sod should be recycled by moving it to other needed areas.

CITY OF YPSILANTI PLAYGROUND UPGRADE BID OPENING

COMPANY	PARKRIDGE	PARKRIDGE	CANDY CANE	PROSPECT	PROSECT
SAF' PLAY SERVICES	17,294	35,181^{00}	8,390^{00}	1554	3,400
ROCK STAR PLAYGROUND	28,843	Ø	4,400^{00}	800^{00}	10,500^{00}
PLAY ENVIRONMENTS, INC.	13,725^{00}	26,000^{00}	6,100^{00}	834^{00}	5,445^{00}
OUTDOOR FUN STORE CO.	18,045.^{00}	27,060.00	8,147^{00}	1,031.00	2,700^{00}
NURSERY MERCHANT, INC.	24,520^{00}	33,680.00	2,470^{00}	730^{00}	4,890^{00}

PARKRIDGE PARK

BASE BID

Parkridge Park – Phase I
Ypsilanti, MI

Miracle Midwest

Serving Michigan, Indiana, & Ohio

PARKRIDGE PARK

BASE BID

Parkridge Park Phase I
Ypsilanti, MI

Miracle Midwest

Serving Michigan, Indiana, & Ohio

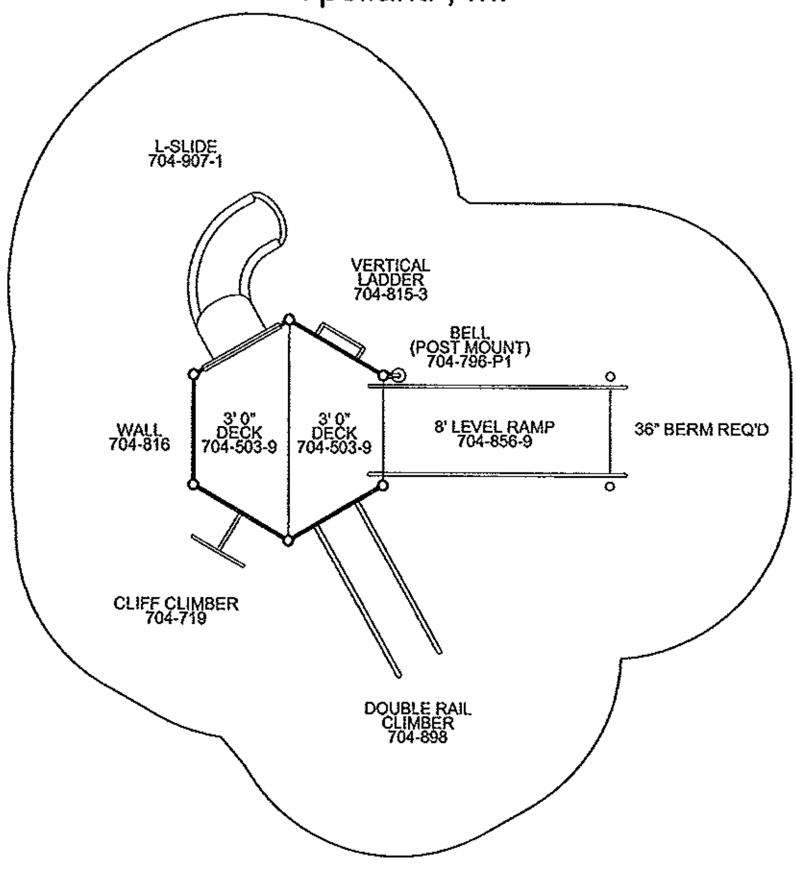
PARKRIDGE PARK

BASE BID

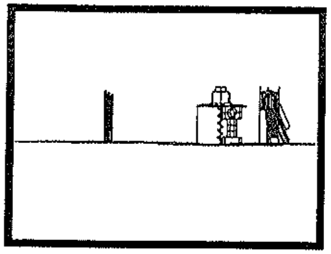
Parkridge Park - Phase I
Ypsilanti , MI

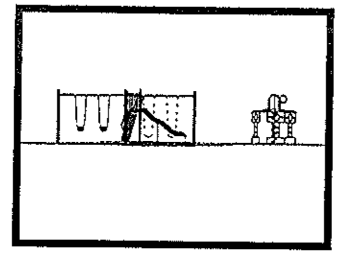
ELEVATED PLAY ACTIVITIES - TOTAL	4	
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER	3	REQ'D 2
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP	0	REQ'D 0
GROUND LEVEL ACTIVITY TYPE	1	REQ'D 1
GROUND LEVEL QUANTITY	1	REQ'D 1

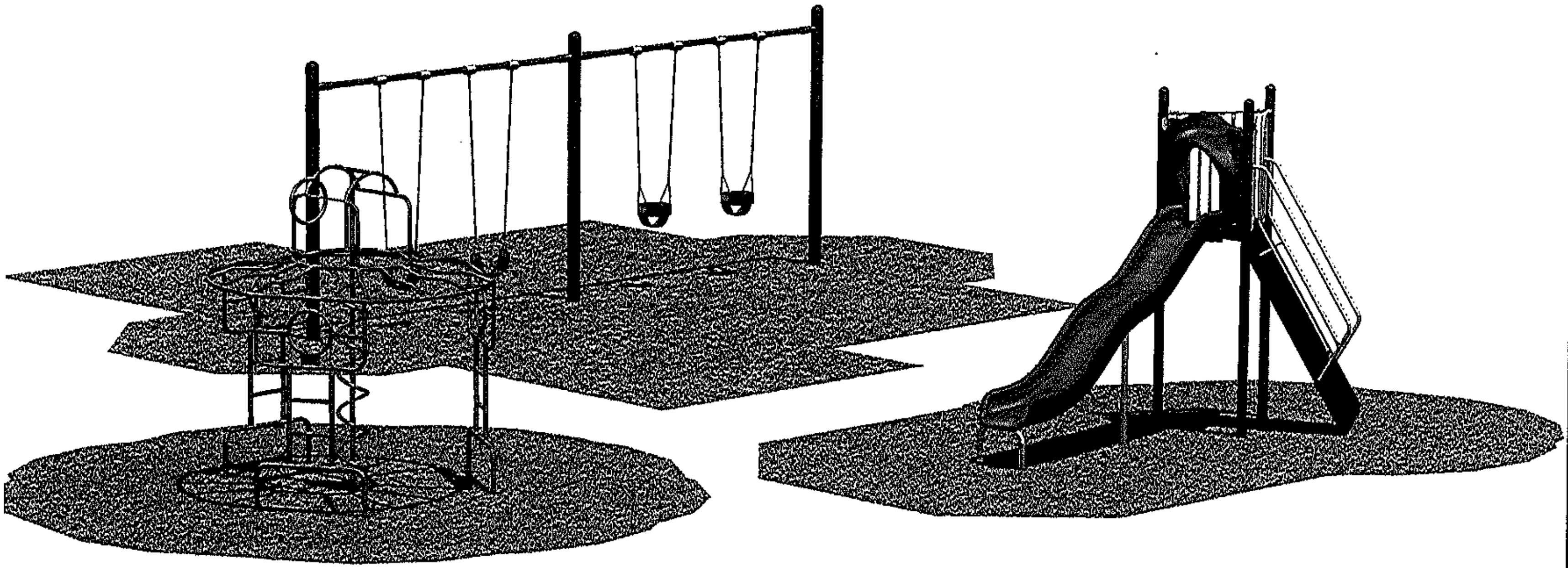
AGES 2-12 YEARS

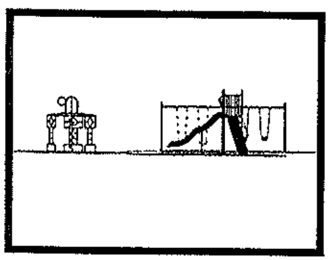


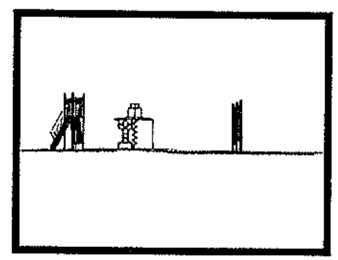
Miracle of Michigan & Indiana PO Box 829 PHONE NO: Okemos, MI, 48805 FAX NO:	86_41131436852		To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.	THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
GROUND SPACE: 16' X 18'	✓ COMPLIES TO ASTM/CPSC	TYPE:		
PROTECTIVE AREA: 28' X 37		QUANTITY:		AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS
DRAWN BY: Miracle Maker / SCALE: 1"=5' / DATE: August 13, 2012	✓ COMPLIES TO ADA			











little tikes COMMERCIAL

Playgrounds Fun & Easy!

Project:
Ypsilanti

Project No.
LP558_41032401053_1
Drawn: 2012-05-14

Presented By:

Steve Wagner
Play Environments
(800) 685 - 6291

5 AGES 12

This play equipment complies with the safety performance specifications of ASTM for children 5-12 years old. Not all equipment may be appropriate for all children. Supervision is required.

ISO 9001:2000 CERTIFIED

IPEMA MEMBER

PlayPower LT Farmington, Inc.
800-325-8828 www.ltcps.com

NOTES

Scale*: 1/8"=1'

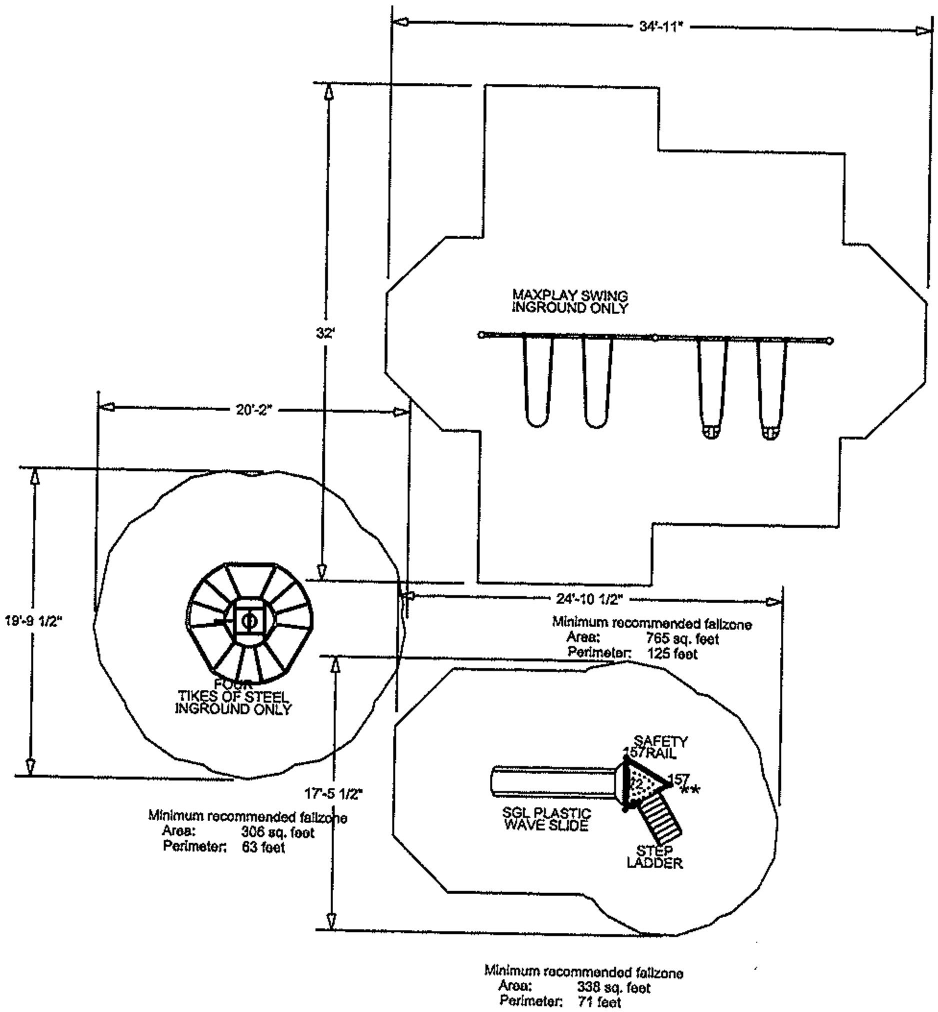
1. The 2010 American with Disabilities Act (ADA) along with Architectural Barriers Act (ABA) Accessibility Guidelines requires you by law to make your park/play area accessible when viewed in its entirety. Please consult the Accessible Guidelines.
2. For play equipment to be considered accessible an accessible route must be available with in the play area to all identified accessible components per ADA and ABA.
3. When adding to an existing play area, it is important to consider the total elevated components to ground level requirements including accessible routes.
4. All deck heights are measured from the top of the finished protective surfacing material.
5. Fall absorbing protective surfacing material is required under and around all play equipment within the play area.
6. The minimum recommended use/fall zone around each play structure and/or independent play equipment is outlined on the layout drawing.

* Age appropriate label locations are marked with a double asterisk. (**)

8. The requirement for a Play Builder installation is that the post can not be set prior to installing the decks.
9. All post lengths are identified by text showing the post lengths, i.e. 2210 or 87 represents a 2210mm or 87 inch post. Scale for reference only. Use dimensions as shown.

* Scale for reference only. Use dimensions as shown.

Park Ridge
"Base"



little tikes COMMERCIAL

Playgrounds Fun & Easy!

Representative:
Steve Wagner
Play Environments
(800) 685 - 6291

Project:
Ypsilanti

Project No.
LP558_41032401053_1
Drawn: 2012-05-14
Drawn By: Steve Wagner

PlayArea:1
Product line:TraditionalPlay
Age group:5-12
Post type:N/A
Play Builder Accent Color:Red
Us/Csa Labels For Swings:US Swing Label
Tikes of Steel Clr:Red
MaxPlay TM Swing Clr:Blue
Mount Option:Buried

PlayArea:2
Product line:PlayBuilders
Age group:5-12
Post type:Galv. 11ga. / Plastic
Play Builder Accent Color:Tropical Yellow
Play Builder Post Color:Blue
PB Panel/Crawl Tunnel Color:Sport Red
PB Roof/Table Color:Forest Green
PB Slide Color:Sport Red
PB Vinyl Clr:Blue
Mount Option:Buried

Playground Layout Compliance:

✓ CPSC Handbook for Public Safety
✓ ASTM F1487

This play equipment complies with the safety performance specifications of ASTM for children 5-12 years old. Not all equipment may be appropriate for all children. Supervision is required.

PlayPower LT Farmington, Inc.
One Iron Mountain Drive
Farmington, Missouri 63640
Phone: 1-800-325-8828
Fax: 573-756-0319
www.ltcps.com

REQUEST FOR LEGISLATION
September 18, 2012

From: Ralph A. Lange, City Manager

Subject: Rutherford Pool Reconstruction:

- Rutherford Pool Memorandum of Understanding (MOU)
- Rutherford Pool Lease with Friends of Rutherford Pool (FORP)
- Contract with State of Michigan Department of Natural Resources (DNR) for 2011 Natural Resources Trust fund to rebuild Rutherford Pool

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SUMMARY & BACKGROUND:

The informal Friends of the Rutherford Pool has operated the Rutherford Pool for 2004-2011 on behalf of the City. This past summer, the Rutherford Pool was closed due to the need to replace the pool. In 2011, the City of Ypsilanti applied for and received a $300,000 matching grant from the Michigan Natural Resources Trust Fund to replace the pool, in collaboration with the FORP.

The proposed series of resolutions provide approval for an updated MOU with the FORP operation and maintenance of the pool, a 20-year lease of the Rutherford Pool with the FORP, and the contract with the City and the state for the NRTF grant for pool replacement. It is important to note that the formal operating agreement and the lease also attempt to assist the City in meeting a key requirement of the NRTF grant, which is "long-term obligation to commit the project area to public-outdoor recreation in perpetuity."

Memorandum of Understanding (MOU)
Previously City Council identified (2009-2010 Council goals) the need to formalize partnerships with Friends groups and others for operation of City facilities. Over the past year, the Friends of the Rutherford Pool have worked to create a business/operations plan for the Rutherford Pool, including reconstruction of the pool itself, have formally established non-profit Friends of the Rutherford Pool (FORP) and has established an endowment with the Ann Arbor Community Foundation for future maintenance/operation needs of the Pool. Additionally, FORP have presented to council during the process of developing these strategies to provide updates, and have worked with City staff on the details of the MOU.

While attached, below is a summary of some key points related to the proposed MOU

Construction project:

- FORP in cooperation with the City will select a design/engineering professional to design the pool
- FORP will be responsible for contracting with the selected consultant

- Consultant will prepare bid documents for the pool reconstruction project
- The City will review and release the RFP for construction work using the City bid process, and will work with an agreed upon construction manager during the construction project
- The City will approve of the pool design, prior to going out for bid.
- The City will serve as fiscal agent for the construction, with the FORP transferring funds in a fund at the City for the purpose of drawing down the match related to the NRTF grant funds to pay invoices during the construction process
- FORP are responsible for all costs related to the construction of the pool including a 7% contingency for construction costs, however, the City may agree to provide up to $25,000 in cash support if a gap is identified, in particular related to construction oversight.
- City will waive cost of all permit fees (building, trades, etc.)
- No phase of construction will begin unless FORP can ensure cost of said phase will be covered with existing funding.

<u>Operations</u>

- FORP will be responsible for all costs of operating the pool and must maintain a minimum of $35,000 for emergency maintenance and future capital improvements by the end of the pool warranty period
- City will continue to provide Human Resources services in the form of criminal background checks as well as serve as the employer of record for persons employed to operate the Pool. Employees will be paid through revenues generated by the Friends.
- FORP will develop a comprehensive operation and maintenance budget for the Pool and will present it to City Council for review as part of the City's standard budget review process
- The City will review the Operation/maintenance Plan on an annual basis, as well as the MOU
- FORP will maintain minimum liability insurance as reviewed and adjusted annually by the City.

Lease

Upon approval of the MOU, Council is being asked to approve a 20 year lease with the FORP. The lease is attached, but includes these provisions:

- Providing FORP access and control over operations of the Pool
- FORP is required to maintain appropriate insurance
- Rent is $1 per year
- FORP are required to pay all costs for operation of the pool including utilities, with the exception of some Human Resources costs as identified in the MOU
- Ability to extend the lease for 10 years, upon receipt of written request in the last 10 months of the current lease.

Natural Resources Trust Fund Grant

In cooperation with the FORP and their many partners, the City applied for and received a 2011 Natural Resources Trust Fund Grant in the amount of $300,000 for the reconstruction of the Rutherford Pool by August 1, 2014.

The contract with the NRTF does continue an existing obligation of the City to "long-term obligation to commit the project area to public outdoor recreation in perpetuity." The project area, to be the boundary of the pool area itself, will need to stay in public outdoor use. If not, a similar area and use would have to be provided elsewhere in the City limits.

As noted in the attached contract, the required matched of at least $223,000 is required for the grant, and any additional costs would be incurred locally. The construction project discussed in the grant is the demolition and removal of the existing pool, installation of the pool package, and replacement of the existing deck. The grant is a reimbursement grant to be administered by the City of Ypsilanti.

RECOMMENDED ACTION: Approval

ATTACHMENTS:

- Memorandum of Understanding between City of Ypsilanti and Friends of Rutherford Pool
- Lease document with FORP
- NRTF contract between City and State of Michigan Department of Natural Resources
- FORP endowment fund agreement with Ann Arbor Community Foundation
- Resolution – MOU and lease
- Resolution – NRTF contract

CITY MANAGER APPROVAL: ______________________ AGENDA DATE: 9-18-12

CITY MANAGER COMMENTS: ____________________________________

FINANCE DIRECTOR APPROVAL: _________________________________

REQUEST FOR LEGISLATION
August 16, 2012

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Rutherford Pool Agreement

SUMMARY/BACKGROUND

The administration decided to close the Rutherford Pool because of lack of funding. A group of concerned citizens came forward and agreed to operate the pool. They did so for several years. The pool needs extensive rebuilding. The Friends asked to be allowed to take the pool over and agreed to form a non-profit corporation and obtain federal tax exempt status. They have done both. The Friends agreed to raise funds. They have raised over $300,000 in donations and pledges, and have secured, with city help, a state grant of over $300,000. The Friends desire to enter into an agreement with the city to reconstruct and operate the pool. The pool ownership would continue in the name of the city, but the friends would reconstruct the pool and operate it under the agreement.

The proposed agreement is attached. Council is requested to review the proposal and approve the agreement. A resolution is attached.

ATTACHMENTS: Contract and Resolution

RECOMMENDED ACTION: Approval

DATE RECEIVED:_______________ AGENDA ITEM NO.____________________

CITY MANAGER COMMENTS: ____

FOR AGENDA OF: 8/21/12 FINANCE DIR. APPROVAL: _____________________________

COUNCIL ACTION TAKEN:____

Resolution No. 2012 -191
September 18, 2012

RESOLOVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that: the attached agreement with the Friends of Rutherford Pool is hereby approved and the mayor and city clerk are authorized to sign for and on behalf of the city of Ypsilanti, subject to the approval of the city attorney.

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

CITY OF YPSILANTI AND FRIENDS OF RUTHERFORD POOL, INC.

AGREEMENT REGARDING RUTHERFORD POOL

This agreement is entered into on this _____ day of __________, 2012, by the City of Ypsilanti, a Michigan Home Rule City of 1 South Huron Street, Ypsilanti, MI 48197 (City), and Friends of Rutherford Pool (Friends), a Michigan nonprofit corporation formed for the purposes described in this memorandum.

Background

There is significant community interest in support of a pool within the City of Ypsilanti.

The parties recognize that the Pool is a valuable community asset with visitors from the City, Ypsilanti Charter Township and surrounding areas.

The City is interested in providing recreation opportunities for residents but does not have funds available for that purpose.

The Friends of Rutherford Pool are interested in continuing the operation of the Pool.

The City is concerned with possible liability for the City and the Friends' volunteers for operation of the Pool.

The Pool is in need of reconstruction.

Because the City does not have sufficient resources to continue to support the Pool the City closed the Pool at the end of the 2011 season and will not expend any further resources to open or operate the Pool during the 2012 season or beyond, except as indicated in this agreement
The City is willing to consider a viable action plan of the Friends and consider transferring complete operation and management of the Pool to the Friends on suitable terms and conditions provided that all costs are assumed by the Friends.

The City will continue to own the land on which the pool is located, subject to an option to buy detailed below. The Friends will operate and manage the pool, provided that all costs are assumed by the Friends.

The City of Ypsilanti and the Friend wish to state their intent regarding how the parties will work together toward completion of the Facility, and to specify the details of any and all future agreements between the parties regarding the Facility.

In consideration of the above, City and Friends intend to work together in good faith to do the following in order to construct, operate and maintain the Pool.

The parties recognize that substantial funds have been raised by private community members in order to rebuild the pool. In consideration of this fact, the City hereby grants the Friends an option to buy the pool for the sum of one dollar ($1). This option may be exercised at any time by the Friends by giving five business days notice. Upon said notice the City shall, after a proper survey and legal description is prepared by the Friends of the Facility (part of Recreation Park 147.5 x 378 feet in size, including the pool and building, as shown on exhibit B) forthwith deed the pool to the Friends, subject to grant obligations and requirements, and subject to the pool being reverted to the City in the event it is ever not used for city recreation purposes.

General

1. Facility. The parties agree that the Facility shall consist of the pool, pool building, related pool equipment and any other element agreed to by the parties. Friends intend to donate the cost of improvements to the Facility, which will remain under the ownership of the City.

2. Michigan Natural Resources Trust Fund (MNRTF) Grant. Ypsilanti City Council passed a resolution submitting a grant application on behalf of the Friends on March 29, 2011 contingent on the Friends meeting certain financial obligations related to operating a pool including securing an MNRTF grant.

3. Endowment/Maintenance Funds. The Friends of Rutherford Pool, Inc. shall raise funds for the design, construction, operation and maintenance of the Pool, and Friends desire to work together regarding the design, operation, and maintenance of the Pool. Ten percent (10%) of all non-restricted funds raised by the Friends of Rutherford Pool shall be allocated to and designated the Friends of Rutherford Pool, Inc. through the Ann Arbor Area Community Foundation for operations, maintenance and future improvements to the Rutherford Pool. The Friends agree to raise an additional $25,000 above the cost of pool construction to serve as a maintenance fund.

4. City of Ypsilanti. City, has submitted a grant application to the Michigan Natural Resources Trust Fund to reconstruct Rutherford Pool at Recreation Park and agrees to provide material support in the form of documentation, information, expertise and communications to the extent it is able given limited financial resources; contingent on: (1) City's receipt of funds raised by Friends or others providing 100% of the costs of design, development and construction of the Facility; (2) City's receipt of proof of funds for maintenance and operation

costs, or approval of a funding mechanism for the provision of these funds; and, (3) City's approval of the Facility design.

5. Friends of Rutherford Pool. Friends with volunteer members have raised funds, opened and operated the Pool since 2004. In order to contract with the City regarding the development, construction, operation and maintenance of the Facility, Friends have formed a nonprofit 501(c) (3) organization. Friends shall maintain the federal non-profit status of the corporation during the entire time of the existence of the Pool and the operation by Friends.

6. Environmental Responsibility. It is the intention of the parties that the Facility will meet or exceed all requirements for operating a public pool.

7. Rutherford Pool Fund. Friends agree to fund the design, development, construction, operation and maintenance of the Facility with donations collected for the benefit of the Facility, a fund held by the Ann Arbor Area Community Foundation. City intends to accept all donations as a gift or grant subject to City Council approval of any gift or grant conditions.

8. RUTHERFORD POOL ACCOUNT WITH CITY. THE FRIENDS OF RUTHERFORD POOL AGREE TO PAY ALL CURRENT UTILITY BILLS, AND AGREE THAT ALL FUTURE BILLS RELATED TO THE POOL SHALL BE PLACED IN THE FRIENDS NAME, AND SHALL BE PAID BY THE FRIENDS.

9. Term. Friends agree to operate and maintain the Facility for the life of all grants ..

10. Termination. The Parties agree that should the Friends fail to meet its obligations under the Agreement that results in the inability for the pool to operate, the City has the right to terminate this agreement, and take full possession of the pool and endowment fund. If the City fails to meet its obligations under this Agreement, the Friends may exercise the option to buy detailed above, and continue to have possession of endowment funds.

Design

1. Facility Design. The parties agree that the Facility shall be designed to be constructed in multiple phases. The elements of each phase shall be designed so that the City can construct and Friends can operate an entire phase, if funding is available for the next phase of the project.

2. Consultant. City agrees to contract with a qualified design consultant to provide all design and engineering documents required for construction of the Facility. The Friends will pay for the costs of design, engineering and inspection costs.

3. Cooperation. Friends and the City intend to work together cooperatively along with the consultant to ensure that the Facility design meets all project goals.

4. Timing. City will commence Facility design after award of the MNRTF grant. Friends will be responsible for all costs for Facility design.

5. Final Design. City and Friends shall agree upon a plan for the design and configuration of the Facility prior to the initiation of any work at the site. Upon completion of the Facility design, City will follow all established state laws, City ordinances and procedures. The final design of the Facility shall be subject to City Council approval.

Construction

1. Construction Contract. City will contract for construction of the Facility subject to all City policies and ordinances regarding procurement, contracting and construction. City will prepare bid/construction documentation and manage the competitive bid process and project development. Friends will review and provide assistance in the selection of responsible bidders.

2. Funding of Facility Construction. Friends will pay all costs for the management and construction of the Facility with donated funds. City will not provide any funding for the construction of the Facility.

3. Timing of Construction. City will commence construction of any phase that has been completely funded within a reasonable amount of time. City will reconsider its commitment to the Facility if no phase is completely funded by January 1, 2012. Once funding for each phase is complete, the City and Friends will develop a schedule for completion of each particular phase.

4. Phased Construction. City only intends to commence construction of the approved Facility design conditioned upon the prior receipt of funds to complete the construction, operation and maintenance of any given phase of the Facility, including:

   a. All site preparation and construction costs, including a 7% contingency, based on a construction bid, or verified cost received within 30 days of the date of commencement of construction.

b. Funds for the operation and maintenance of the pool for 25 years. The endowment and maintenance funds shall satisfy this requirement.

5. Construction Agreement. City and Friends agree to the following roles and responsibilities during construction.

   a. City will consult with Friends on any issues relating to changes in design during construction; and will get Friends approval for a change in excess of $2500.

   b. The Parties acknowledge that the Ann Arbor Area Community Foundation may be added as an additional party to specify the timing and distribution of funds.

   c. Approval of Facility design by Friends and City.

   d. Any material changes to the design and configuration of the Facility shall require the prior written approval of Friends.

   e. Friends will provide cost estimates for the construction of each phase of the project.

   f. Friends shall have funds sufficient pay the cost of next phase on hand before designing and bidding phases of the project.

   g. All construction costs, operational and maintenance costs, as well as any costs for upgrades or improvements desired by Friends will be funded by Friends.

Operations and Maintenance

1. Budget. Friends will develop a comprehensive operation and maintenance budget for the Facility (Pool) and present to the City for review and approval.

2. Maintenance. Friends will maintain, in good working condition, the Facility and any upgrades or improvements that it initiates, contracts or executes. All maintenance of the Facility shall be completed by Friends.

3. Funding of Operations and Maintenance. Friends will pay all costs for the operations and maintenance of the Facility with donated or other funds.

4. <u>Annual Review of Memorandum of Understanding.</u> City will review The Operation/Maintenance Plan on an annual basis at a meeting between the City and Friends. The Operation/Maintenance Plan shall be adjusted as future circumstances may warrant based on operational and maintenance experience at the Facility, and available funding.

5. <u>Facility Rules and Regulations.</u> Friends agree to develop reasonable rules and guidelines for the Facility that address issues such as the minimum age of users unaccompanied by an adult, hours of operation, seasonal schedule, general etiquette, use of the Facility, and other issues that are common to municipal pools, subject to the approval of the city manager and city insurance company.

6. <u>Staffing and monitoring.</u> Friends will select, recommend for hiring and provide for the ongoing training and professional development of all Pool staff in accordance with City, County and State requirements. The City agrees to be the employer of record for persons employed to operate the facility as recommended for employment by Friends at no cost to the City. These employees will be paid through revenues generated by Friends. Friends will also pay to the City any administrative costs associated with processing payroll for the employees.

7. <u>Safety and enforcement.</u> Friends will meet or exceed any City, County and State requirements for the safe handling of supplies and chemicals necessary for the operation of the Facility and Pool, as well as keeping appropriate logs of water testing, safety and employee qualifications and training; arrange for all required pool inspections and provide an appropriate representative to address questions.

8. <u>Signage.</u> Friends will prominently post rules at entrances to the Facility.

9. <u>Insurance.</u> Friends shall obtain and maintain the minimum liability insurance and Attachment A, which may be reviewed and adjusted annually by City.

10. <u>Annual Presentation to City Council.</u> Prior to the end of each calendar year the Friends will make a presentation regarding the operation of the pool for the year

CITY OF YPSILANTI

By: ______________________
Paul Schreiber Date
Mayor

By: ________________________
Frances McMullan Date

FRIENDS OF RUTHERFORD POOL, INC.

By: __________________________

By: __________________________

City Clerk

APPROVED AS TO FORM

By: ________________________

John Barr Date

City Attorney

ATTACHMENT 'A'

<u>Insurance</u>.

A. Following incorporation, as required in Paragraph 1 of this Agreement, the Friends shall provide, at its own cost and expense, the following insurance to the City in insurance companies licensed and/or approved in the State of Michigan:

   i. Workers' Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of $100,000 each accident.

   ii. General Liability insurance with a minimum of liability per occurrence of $1,000,000 Combined Single Limit (Bodily Injury/Property Damage). This insurance shall indicate on the Certificate of Insurance the following coverage:
      1. Premises – Operations
      2. Independent Contractor and Sub-Contractors
      3. Products and Completed Operations
      4. Broad Form Contractual
      5. Broad Form Liability Endorsement

   iii. Automobile Liability insurance with minimum limits of liability, per occurrence, of $500,000 Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverage:
      1. Owned automobiles
      2. Hired automobiles
      3. Non-owned automobiles

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

   v. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

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

C. All property losses shall be made payable to and adjusted with the City. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the City Manager.

D. All policies and certificates of insurance of the Friends shall contain the following clauses

i. The clause "other insurance provision: in a policy in which the City is named as an insured, shall not apply to the City.
ii. The insurance companies issuing the policy or policies shall have no recourse against the City (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
iii. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Friends.
iv. The City (at its option) shall be listed as an Additional Named Insured on the following insurance coverage provided by the Friends.

YES _X __ NO ___ 1. Comprehensive General Liability
YES _X__ NO ___ 2. Automobile Liability
YES _X__ NO ___ 3. Owners Contractors Protective Liability

Resolution No. 2012 - 192
September 18, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti, Michigan does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City of Ypsilanti does hereby specifically agreement but not by way of limitation as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide $223,000) dollars to match the grant authorized by the DEPARTMENT.

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.

3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.

4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approves the attached contract with State of Michigan Department of Natural Resources for the Reconstruction of the Rutherford Pool.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

RICK SNYDER
GOVERNOR

KEITH CREAGH
DIRECTOR

August 22, 2012

Mr. Frank Lange
City Manager
City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

Dear Mr. Lange:

SUBJECT: TF11-083, Rutherford Pool Renovation

I am pleased to offer you a project agreement for your Michigan Natural Resources Trust Fund (MNRTF) development project. We are looking forward to assisting you in the successful completion of this important public recreation project. Before you execute the attached agreement, I would like to remind you of certain obligations that come with an MNRTF grant.

A grant from the MNRTF is an agreement between the Department of Natural Resources (DNR) and your local government. As the grantee, you are responsible for taking all actions necessary to complete the project. All communication on this project must occur between the local government representative and DNR Grants Management as directed in the agreement. A Grant Coordinator has been assigned to your region of the state, and is prepared to assist you in the completion of this project.

The enclosed project agreement describes the purpose and scope of the development project, as well as the responsibilities you are committing to undertake by accepting this grant, **including the long-term obligation to commit the project area to public outdoor recreation in perpetuity.**

Enclosed with this letter you will find the following:

- Two copies of the Project Agreement (PR1920)
- *Checklist for Submission of Plans, Specifications, and Bid Documents for Recreation Grant Development Projects* Form (PR1911)
- Sample Boundary Map for reference only
- "Final Compliance Onsite Inspection Report" form (PR1905E)

The "Development Project Procedures" booklet (IC1912) is available on our website: www.michigan.gov/dnr-grants. Under "Available Grants" click on "Michigan Natural Resources Trust Fund". Under "Grantee Information" arrow down to "Forms for Development Grantees" and click "GO". Click on "Development Project Procedures Booklet IC1912".

In order to execute the agreement, please follow the steps listed below.

Step 1: Please complete all the SHADED PORTIONS OF THE AGREEMENT:

- **Section 3(b), GRANTEE'S representative:** Please provide the name and contact information for the person with the day-to-day authority for the project and who will routinely interact with the DNR Grant Coordinator. It does not need to be the same person who signs the agreement; however, this person should be authorized to sign all routine correspondence pertaining to the project.

- **Section 35:** Complete the information regarding your governing body resolution and sign and witness the agreement. **Please do not make and sign photocopies**. If you require additional originals or alterations to the signature page (based on the need for more than one local signature), please contact your Grant Coordinator.

Step 2: Please include the following attachments with your agreement:

- ✓ Legal description of the project area, placed in the Agreement as Appendix A in each copy of the agreement; and
- ✓ Boundary map of the project area, **outlined in RED, signed and dated** and placed in the Agreement as Appendix B in each copy of the agreement; and
- ✓ Certified resolution of your local governing body accepting the grant.

A Legal Description of the Project Area: The legal description defines the park or geographic area to be developed with grant assistance. The legal description can be an excerpt from the original deed to purchase the property or a formal survey, but in either case should match the boundary map. If any areas of the project area are to be excluded due to non-recreation uses or otherwise, the legal description must reflect these deletions and describe only the actual project boundary.

Boundary Map of the Project Area-signed and dated: The boundary map should be a visual representation of the park or geographic area defined in the legal description and be **outlined in RED**. The boundary should be clearly defined and include all of the items shown on the attached sample map. Be sure to include and label the scope items listed in Section 5 of the project agreement along with existing development on site. **Please remember, by way of this project agreement, the area included in the project boundary map will be committed to public outdoor recreation in perpetuity.**

Certified resolution of your local governing body accepting the grant: Sample language for the resolution is provided with the agreement. We **strongly** encourage you to use the sample resolution. If you choose to use a different format, be sure to include all statements included in the sample resolution.

IMPORTANT REMINDERS:

- Project agreements **must** be executed by the DNR prior to incurring project costs, including expenditures of matching funds, with the exception of engineering costs as described in the "Development Project Procedures" booklet.

- Detailed guidance on the steps you must take in completing your project is provided in the "Development Project Procedures" booklet. In reviewing the booklet and the agreement, it is particularly important to pay attention to issues of timing. Certain steps must be completed prior to others, and most steps must be completed within specific timeframes or the overall project will fall behind schedule.

- Enclosed is a copy of the *Checklist for Submission of Plans, Specifications, and Bid Documents for Recreation Grant Development Projects* (form PR1911). Please complete this form and submit to our office each time you submit a plans and specifications package for your project. A complete list of the items that are to be submitted with your plans and specifications package is listed on the form. Be sure to include all these items.

- Upon completion of your project, the "Final Compliance Onsite Inspection Report" (PR1905E) must be completed and returned to Grants Management. The form must include the signature of your Prime Professional. If you have multiple Prime Professionals involved in the completion of your project, please note that each one will need to complete a form for the scope items they were responsible for.

- **NEW REQUIREMENT**: A dedication/ribbon-cutting ceremony must be conducted as soon as possible after the project is completed and the MNRTF sign is erected within the project area. Grants Management must be notified of the dedication/ribbon-cutting ceremony **at least 30 days prior to the ceremony**. At the discretion of Grants Management, this requirement may be waived. Please see Section 7k of the project agreement.

- Your Agreement commits you to complete your development project in two years -- no later than **August 1, 2014**.

- Please review Section 5, which lists the project facilities to be constructed with grant assistance. If you believe the list to be incorrect, contact your DNR Grant Coordinator.

Return both copies of the signed project agreement, with original signatures and all the required attachments, to the DNR no later than **November 21, 2012**, sooner if possible. We will return one executed original of the agreement and attachments to you.

We are looking forward to working with you on completion of your project and know it will be a valuable addition to Michigan's recreation estate. If you need any assistance or have any questions, please do not hesitate to contact us. Questions and correspondence should be directed to your Grant Coordinator, Ms. Jule Stafford, by telephone at 517-335-3036 or email staffordj@michigan.gov. Our mailing address is: Michigan Department of Natural Resources, P.O. Box 30425, Lansing, MI 48909-7925.

Sincerely,

[redacted]

Steven J. DeBrabander, Manager
Grants Management
517-241-3687
debrabanders@michigan.gov

SJD:lh
Enclosures
cc: Ms. Jule Stafford, DNR

Michigan Department of Natural Resources – Grants Management

MICHIGAN NATURAL RESOURCES TRUST FUND

DEVELOPMENT PROJECT AGREEMENT

Project Number: **TF11-083**

Project Title: **Rutherford Pool Renovation**

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **CITY OF YPSILANTI IN THE COUNTY OF WASHTENAW** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA 283 of 2012, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **November 21, 2012**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number **TF11-083** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.

2. The time period allowed for project completion is the date of execution by the DEPARTMENT **through August 1, 2014**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.

3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management.

    a. All reports, documents, or actions required of the GRANTEE shall be submitted to the:

        MICHIGAN NATURAL RESOURCES TRUST FUND
        GRANTS MANAGEMENT
        MICHIGAN DEPARTMENT OF NATURAL RESOURCES
        PO BOX 30425
        LANSING MI 48909-7925

b. The GRANTEE'S representative for this project is:

Name: ______________________________ Title: ________________________

Mailing Address: ____

Phone Number: ______________________ FAX:__________________________

E-mail Address: ____

c. All notices, reports, requests or other communications from the DEPARTMENT to the GRANTEE shall be sufficiently given when mailed and addressed as indicated above. The DEPARTMENT and the GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.

4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).

5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.

   Demolition/Removal of Existing Pool

   Replace Existing Deck

   Pool Package

6. The DEPARTMENT agrees as follows:

   a. To grant to the GRANTEE a sum of money equal to **<u>Fifty-Seven (57%)</u> percent of <u>Five Hundred Twenty-Three Thousand ($523,000.00)</u> dollars,** which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **<u>Three Hundred Thousand ($300,000.00)</u> dollars**.

   b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:

      i. Payments will be made on a reimbursement basis at **<u>Fifty-Seven (57%)</u> percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.

      ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.

iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.

iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Two Hundred Twenty-Three Thousand ($223,000.00) dollars** in local match. This sum represents **Forty-Three (43%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.

b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.

c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:

i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.

ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.

iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than $25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between $1,000 and $25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.

vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 1990, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.

vii. Bury all new telephone and electrical wiring within the project area.

viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.

e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.

g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.

h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.

i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.

j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.

k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.

8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2012** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.

9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:

a. Submit a written progress report every 180 days during the project period.

b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.

c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **November 1, 2014**. If the GRANTEE fails to submit a complete final request for reimbursement by **November 1, 2014**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.

11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.

12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:

    a. Received a written exemption from the DEPARTMENT before the execution of this Agreement, and

    b. Received prior written approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated ______________, and

    c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and

    d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.

14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.

15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.

16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:

    a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.

    b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.

    c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

18. The GRANTEE acknowledges that:

    a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and

    b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and

c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended.
It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

    a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;

    or

    b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.

23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with

companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.

25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.

26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.

28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
    a. Terminate this Agreement; and/or
    b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
    c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
    d. Require repayment of grant funds already paid to GRANTEE.
    e. Require specific performance of the Agreement.

29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State

for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.

31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.

33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

35. The Agreement may be executed separately by the parties. This Agreement is not effective until:

    a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT, and

    b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the ______________________,
date

______________________ meeting of the ___________________________________.
(special or regular) (name of approving body)

GRANTEE

SIGNED:

By ______________________

Print Name: ______________________

Title: ______________________

____

Date: ______________________

Grantee's Federal ID#

____

WITNESSED BY:

1) ______________________

2) ______________________

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By ______________________
Steven J. DeBrabander

Title: Manager, Grants Management

Date: ______________________

WITNESSED BY:

1) ______________________

2) ______________________

APPENDIX A

LEGAL DESCRIPTION OF THE PROJECT AREA

APPENDIX B

BOUNDARY MAP OF THE PROJECT AREA

APPENDIX C

RECREATION GRANT APPLICATION TF11-083

(incorporated herein by reference)

SAMPLE RESOLUTION
(Development)

Upon motion made by ______________________________, seconded by ______________________________, the following Resolution was adopted:

"RESOLVED, that the ______________________________, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the ______________________________ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide ______________________________($______________) dollars to match the grant authorized by the DEPARTMENT.

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.

3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.

4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: ______________
The following nay votes were recorded: ______________

STATE OF MICHIGAN)
) ss
COUNTY OF ____________)

I, ______________________________, Clerk of the ______________________________, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the ______________________________ at a meeting held ______________________________.

____
Signature

____
Title

____
Date

Michigan Department of Natural Resources
Grants Management Section

CHECKLIST FOR SUBMISSION OF PLANS, SPECIFICATIONS, AND BID DOCUMENTS FOR RECREATION GRANT DEVELOPMENT PROJECTS

This information is required by Authority of Act 299, P.A. 1980 as amended, for reimbursement of project costs

Instructions:

Please complete the non-shaded portions of both sides of this Checklist, and include with the submission of one set of plans, specifications, and bid documents for the completion of this project.

These documents must be approved by the DNR prior to advertising for bids or beginning construction by force account labor.

Grantee: City of Ypsilanti			**Date:**	
Project #: TF11-083	**Project Title:** Rutherford Pool Renovation		**Package #:**	

Project Scope	Accessibility Guidelines Used* 1-ADAAG 2-ODA 3-Other	Changed from Application**	Included in this package***	Construction by: C=Contract FA=Force Account
1 Demolition/removal of existing pool				
2 Replace existing deck				
3 Pool package				

* Use the following numbers to indicate the accessibility guidelines that were used to design each project scope item:

1 = ADAAG 2010 -- Americans with Disabilities Act Accessibility Guidelines, published in 2010
2 = ODA -- Recommendations for Accessibility Guidelines: Outdoor Developed Areas Final Report, 1999
3 = Other -- Provide the name of the accessibility guidelines used to design the scope item and a justification for their use.

** If a project scope item has changed from how it is listed above (based on the approved grant application), please indicate with an "X" in this column and attach a written description of the change, reason for the change, and positive and negative impacts to the project.

*** If the documents included with this package are for less than the full scope of the project, please attach a short explanation of the documents for the remaining scope items that will be submitted and a schedule for their submittal.

All changes are subject to DNR approval and may require an amendment to the Project Agreement.

This Package Includes: *(Package will not be approved if all the items below are not included.)*

- ☐ **Sealed plans, sealed specifications, and bid documents**
- ☐ **Itemized cost estimate**
- ☐ **Brief project implementation schedule**
- ☐ **Signed Prime Professional Certification (PR-1903)**

Permits: The Grantee and Prime Professional are solely responsible for obtaining all necessary federal, state, and local permits for constructing the facilities included in this project.

Grantee Certification: I hereby certify that the enclosed plans, specifications, and bid documents have been prepared by a professional engineer, architect or landscape architect, licensed in Michigan. These documents are for the completion of project scope items indicated above and included in the Project Agreement bearing DNR project # TF11-083 and consistent with the approved grant application. By signing this form, the grantee and Prime Professional are also assuring the DNR that they have obtained all required permits, or will obtain them prior to beginning force account construction or awarding the bid.

Grantee's Signature:	Title:	Date:
Prime Professional Signature:	Title and Firm:	Date:

--For DNR Use Only--

Grant Coordinator Certification

☐ **Partial Scope** ☐ **Complete Scope** ☐ **Includes Changes to Project Scope--Approved as of:**________________

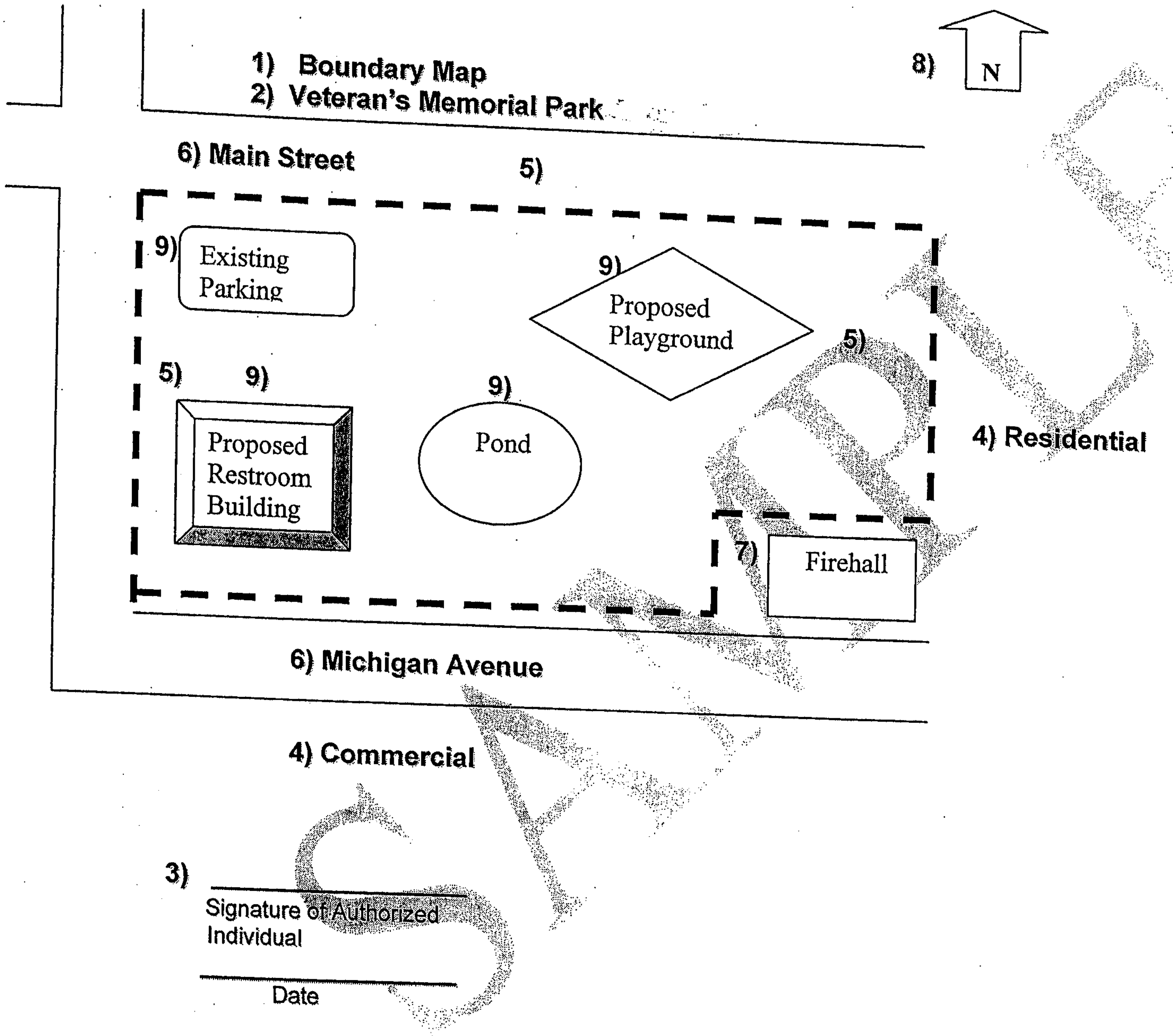
☐ **Package Complete** ☐ **Project Agreement Executed** ☐ **Includes Changes to Project Scope--Requires Project Agreement Amendment**

Notes: ____

Grant Coordinator:	Date:

Return Completed Checklist with Document Package to:

GRANTS MANAGEMENT SECTION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30425
LANSING, MI 48909-7925



1) Identify Map as Boundary Map

2) Title of project

3) Signature and date of authorized individual

4) Surrounding land uses

5) Clearly indicate the boundary of the project area

6) Indicate adjoining street names

7) If applicable, identify any pre-existing indoor facilities that do not support outdoor recreation and exclude from boundary

8) North arrow

9) Identify all existing and proposed development

Michigan Department of Natural Resources - Grants Management

MICHIGAN NATURAL RESOURCES TRUST FUND (MNRTF)
FINAL COMPLIANCE ONSITE INSPECTION REPORT

Required by authority of the Michigan Department of Natural Resources.

NOTE: For multi site grants, complete one report per site

Grantee	Grant Number
Site Name	Grant Expiration Date

FINDINGS: **When applicable, elaborate on responses and provide any additional comments deemed appropriate, including required actions** *(attach additional sheets if necessary)*:

1. Is the completed work in conformance with the grant agreement and applicable amendments? ☐YES ☐NO, If "NO", explain:

2. Is the workmanship satisfactory? ☐YES ☐NO, If "NO", explain:

3. Were precautions taken to assure protection of the natural features of the site? ☐N/A *(not applicable)*, ☐YES ☐NO, If "NO", explain:

4. Is the site in conformance with Accessibility Standards? (as indicated on the *Checklist for Submission of Plans, Specifications and Bid Documents for Recreation Grant Development Project,* PR1911) ☐N/A *(not applicable)*, ☐YES ☐NO, If "NO", explain:

5. Is the site in conformance with universal design principles, if applicable? ☐N/A *(not applicable,)* ☐YES ☐NO, If "NO", explain:

6. Are there health and/or safety hazards on or near the site? ☐YES ☐NO, If "YES", explain:

7. Have approved boundaries remained intact, as agreed upon in the project agreement? ☐YES ☐NO, If "NO", explain:

8. Are there indications of vandalism or other deterioration? ☐YES ☐NO, If "YES", explain:

9. Is the required MNRTF signage in place in accordance with grant agreement conditions? ☐YES ☐NO
   Is the sign(s) situated in conspicuous locations? ☐YES ☐NO, If "NO", explain:

   Where are the sign(s) located? ____________________

Is the facility accessible to the people it was designed to serve? ☐YES ☐NO, If "NO", explain:

List scope items below and check if completed. ☐YES ☐NO, If "NO", explain:

SPECIFIC COMPONENTS OF PROJECT AGREEMENT | **SATISFACTORILY COMPLETED**

1. ______________________ ☐ Yes ☐ No
2. ______________________ ☐ Yes ☐ No
3. ______________________ ☐ Yes ☐ No
4. ______________________ ☐ Yes ☐ No
5. ______________________ ☐ Yes ☐ No
6. ______________________ ☐ Yes ☐ No
7. ______________________ ☐ Yes ☐ No
8. ______________________ ☐ Yes ☐ No
9. ______________________ ☐ Yes ☐ No
10. ______________________ ☐ Yes ☐ No
11. ______________________ ☐ Yes ☐ No
12. ______________________ ☐ Yes ☐ No

Attach photographs of the completed scope items, installed picture of the sign, and the as-built site plan.

______________________ ______________________
Grantee Representative Name Title

______________________ ______________________
Grantee Representative Signature Date

______________________ ______________________
Prime Professionals Name Title

______________________ ______________________
Prime Professional Signature Inspection Date

____
Names of Other Person(s) Involved In This Inspection

Please return this completed Report to:

MNRTF Grant Payment Officer
Grants Management
Michigan Department of Natural Resources
PO Box 30425
Lansing, MI 48909-7925

Resolution No. 2012 –193
September 18, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, funding for Parks and Recreation in the City is limited at this time;

WHEREAS, the City of Ypsilanti recognizes the importance of the maintenance of its Parks and Recreation resources to the quality of life of citizens;

WHEREAS, partnerships with organizations having an interest in those resources are necessary to accomplish goals for improving and maintaining the quality of life in the City;

WHEREAS, the Friends of the Ypsilanti Rutherford Pool have informally operated the Rutherford Pool from 2004 to 2011 and are prepared to formally assume operational and management responsibilities for the Rutherford Pool;

WHEREAS, the Friends of the Rutherford Pool have incorporated into a 501c3 non-profit;

WHEREAS, the Friends of the Rutherford Pool have raised matching funds for the Reconstruction of the Rutherford Pool as well as an ongoing maintenance endowment;

WHEREAS, the City wishes to enter into a contractual relationship with the Friends of the Rutherford Pool to both reconstruction of the Pool and provide for the ongoing maintenance and operation of the Rutherford Pool; and

NOW THEREFORE IT IS RESOLVED THAT the Mayor and the City Clerk are authorized to sign the attached Agreement and Lease allowing the Friends of the Rutherford Pool to work with the City on the reconstruction of the Pool and further to allow the Friends of the Rutherford Pool to operate and maintain the pool for 20 years.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

GROUND LEASE FOR RUTHERFORD POOL

THIS LEASE made and entered into this __________________ day of __________________, 2012, by and between City of Ypsilanti, a Michigan Home Rule City of 1 South Huron Street, Ypsilanti, Michigan 48197, hereinafter referred to as "Lessor," and Friends of Rutherford Pool, a Michigan nonprofit, federally tax exempt 501C3 corporation of __________________, hereinafter referred to as "Lessee."

ARTICLE 1. DEMISE OF LEASED LAND

Leased Land

Section 1.01. Lessor, for and in consideration of the rents, covenants, and conditions herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, the real property with common address of 975 North Congress, Ypsilanti, MI 48197 located in the County of Washtenaw, State of Michigan, described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "Leased Land."

Warranty of Title

Section 1.02. Lessor hereby represents and warrants that lessor is the owner of the Leased Land subject to the covenants, conditions, restrictions, easements, and other matters of record.

Warranty of Quiet Enjoyment

Section 1.03. Lessor covenants and agrees that Lessee, upon payment of the rent and other charges herein provided and upon observance and performance of the covenants, conditions, and terms of this Lease, shall peaceably hold and enjoy the Leased Land for the term hereby demised without hindrance or interruption by Lessor or any other person or persons claiming under Lessor, except as herein expressly provided.

ARTICLE 2. LEASE TERM

Commencement and Expiration Dates

Section 2.01. This lease shall be for a term of Twenty (20) years commencing on __________________, 2012 __________________, and ending __________________, 2032, unless terminated at an earlier date.

Extension of Lease

Section 2.02. Lessee shall have the right to extend this Lease for a further period of Ten (10) years by giving Lessor notice in writing of Lessee's intention to do so at any time during the first 10 months of the last year of the term, upon all the terms and conditions of this Lease.

Holdover

Section 2.03. If the Lessee shall hold over after the expiration of the lease term, or any extension thereof, such tenancy shall be from month to month upon all the terms and conditions of this Lease.

ARTICLE 3. RENT, AND UTILITIES

Rent

Section 3.01. Lessee agrees to pay to Lessor as rent for the Leased Land the sum of one dollar ($1) per year for each year from the commencement date.

Lessee to Pay Utility Charges

Section 3.02. Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewer, and any and all other utilities used upon the Leased Land throughout the term of this Lease, including any connection fees.

Taxes

Section 3.03. The parties agree that the legal title to the pool shall remain with Lessor and the property shall be used for a public purpose and not be subject to taxes. In the event, for any reason, taxes are determined to be due to any government unit, Lessee shall be responsible for the said taxes and hold Lessor harmless from the same.

ARTICLE 4. USE OF PREMISES

Primary Use

Section 4.01. Lessee shall have the right to use the Leased Land for a public swimming pool and related uses. Lessee shall use the premises in accordance with all state, local and federal rules and regulations, including all requirements of the pool grant agreements.

Insurance

Section 4.02. Lessee shall obtain and maintain Fire, Theft and Liability insurance on the premises as provided in the Pool Agreement between the parties at all times during the term of this lease and any renewal.

Indemnification and hold harmless. Lessee shall indemnify and hold Lessor harmless from any suit, claim, damage or liability that may occur as a result of the existence and operation of the swimming pool, land, fixtures and attachments, and the actions or inactions of any of Lessee's officers, directors, contractors, agents, employees or volunteers.

Termination if Use Becomes Unlawful, Impossible, or Impractical

Section 4.02. If it is or becomes unlawful for Lessee, or anyone holding under Lessee directly or indirectly, to conduct any particular operation or to erect or maintain any particular structure or equipment on the Leased Land, or if any part of the Leased Land or the approaches thereto are condemned or changed by public authority; or if any highway or street change is made diverting or rerouting traffic away from the Leased Land so that it becomes impossible or impracticable to use the Leased Land as it was being used at the time or such use is declared unlawful or such condemnation or change is effected, then Lessee shall have the right at any time thereafter to terminate this Lease by giving Lessor Sixty days written notice.

ARTICLE 5. CONSTRUCTION BY LESSEE

Lessee's Right to Build--General Conditions

Section 5.01. Lessee shall have the right, in accordance with the Pool Agreement between the parties, during the term of this Lease, to erect, maintain, alter, remodel, reconstruct, rebuild, replace, and improve the pool, buildings and other improvements on the Leased Land, and to correct and change the contour of the Leased Land, subject to the following conditions:

(a) The cost of any such construction, reconstruction, demolition, or of any change, alteration, or improvements shall be borne and paid for by Lessee.

(b) The Leased Land shall at all times be kept free of mechanics' and materialmen's liens as hereinafter more specifically provided.

(c) Lessor shall receive copies of architects' drawings showing the exterior appearance and dimensions of major improvements.

(d) Lessor shall be notified at the time of commencement of any work.

Easements and Dedications

Section 5.02. (a) In order to provide for the more orderly development of the Leased Land, it may be necessary, desirable, or required that street, water, sewer, drainage, gas, power line, and other easements and dedications, and similar rights be granted or dedicated, on or within portions of said Leased Land. As part of the consideration to Lessee for the execution of this Lease, Lessor shall, upon request of Lessee, join with Lessee in executing and delivering such documents, from time to time, and throughout the term of this Lease, as may be appropriate, necessary, or required by the several governmental agencies, public utilities, and companies for the purpose of granting such easements and dedications.

Zoning

(b) In the event that Lessee deems it necessary or appropriate to obtain use, zoning, or subdivision and plan approval and permits with respect to the Leased Land, or any part thereof, Lessor agrees, from time to time upon request of Lessee, to execute such documents, petitions, applications, and authorizations as may be appropriate or required for the purposes of obtaining conditional use permits, zoning and rezoning, tentative and final plat approval, and further, for the purposes of annexation to or the creation of districts and governmental subdivisions.

Restrictions

(c) At the request of Lessee, Lessor shall, from time to time, execute and deliver or join in the execution and delivery of such documents as are appropriate, necessary, or required to impose upon the Leased Land covenants, conditions, and restrictions providing for the granting of exclusive uses of the leased premises, or any part thereof; the establishment of common and parking areas; the establishment of party walls; and provisions for the enlargement of the common and parking areas by the establishment of mutual and reciprocal parking rights and the rights of ingress and egress; and other like matters, all of which are for the purpose of the orderly development of the Leased Land as a commercial unit.

Expenses

(d) In each of the foregoing instances, Lessor shall be without expense, the cost and expense thereof to be borne solely by Lessee.

Commencement of Construction

Section 5.03. (a) Lessee expects to commence construction of rebuilding of swimming pool within six months days after possession is delivered to Lessee or after issuance of all necessary permits and other authorizations, whichever is later.

Lessor's Ownership of Improvements and Fixtures

Section 5.04. (a) It is expressly understood and agreed that any and all buildings, improvements, fixtures, machinery, and equipment of whatsoever nature at any time constructed, placed, or maintained upon any part of the Leased Land shall be and remain property of Lessor.

No Right to Remove Improvements

(b) Lessee shall not remove any and all buildings, improvements, fixtures, and equipment owned or placed by Lessee, upon the Leased Land, or acquired by Lessee, whether before or during the Lease Term.

ARTICLE 6. REPAIRS AND RESTORATION

Lessee's Duty to Repair

Section 6.01. Lessee, at Lessee's own cost and expense at all time during the term of this Lease, agrees to keep and maintain, or cause to be kept and maintained, all buildings and improvements which may be erected upon the Leased Land in good state of appearance and repair, reasonable wear and tear excepted.

Damage or Destruction

Section 6.02. If, by fire, flood, explosion, public enemy, riot, civil commotion, or act of God, the premises, during the term, shall be:

Destruction--Termination

(a) Destroyed, this Lease shall terminate at the option of the Lessee. If Lessee deems it practical and advisable to rebuild what has been destroyed, Lessee may do so. If Lessee deems it impractical and unadvisable to rebuild what has been destroyed, this Lease shall cease and terminate. The term "destroyed" shall be construed to mean the destruction of the safe, tenantable use of occupancy of the entire building and pool occupied by Lessee.

ARTICLE 7. MECHANICS' LIENS

Prohibition of Liens on Fee or Leasehold Interest

Section 7.01. Lessee shall not suffer or permit any mechanics' liens or other liens to be filed against the fee of the Leased Land, nor against Lessee's leasehold interest in the land, nor any buildings or improvements on the Leased Land by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the Leased

Land or any part thereof through or under Lessee.

Removal of Liens by Lessee

Section 7.02. If any such mechanics' liens or materialman's liens shall be recorded against the Leased Land, or any improvements thereof, Lessee shall cause the same to be removed or, and in the alternative, if Lessee in good faith desires to contest the same, Lessee shall be privileged to do so, but in such case Lessee hereby agrees to indemnify and save Lessor harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure upon said mechanics' liens, cause the same to be discharged and removed prior to the execution of such judgment.

ARTICLE 8. CONDEMNATION

Interests of Parties on Condemnation

Section 8.01. In the event the Leased Land or any part thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Lessor and Lessee in the award or consideration for such transfer and the effect of the taking or transfer upon this Lease shall be as provided by this Article.

Total Taking--Termination

Section 8.02. In the event the entire Leased Land is taken or so transferred, this Lease and all of the right, title, and interest thereunder shall cease on the date title to such Land so taken or transferred vests in the condemning authority, and the proceeds of such condemnation shall be divided as the parties interests appear at that time.

Partial Taking--Termination

Section 8.03. In the event of the taking or transfer of only a part of the Leased Land leaving the remainder of the premises in such location, or in such form, shape, or reduced size as to be not effectively and practicably usable in the opinion of Lessee for the purpose of operation thereon of Lessee's business, this Lease and all right, title, and interest thereunder shall cease on the date title to the Land or the portion thereof so taken or transferred vests in the condemning authority.

Voluntary Conveyance

Section 8.05. A voluntary conveyance by Lessor to a public utility, agency, or authority under threat of a taking under the power of eminent domain in lieu of formal proceedings shall be deemed a taking within the meaning of this Article.

Estoppel Certificates

Section 8.04. Either party shall at any time and from time to time, upon not less than twenty (20) days prior written request by the other party, execute, acknowledge, and deliver to such party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications and that there are no defaults existing, or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or estates of Lessee, or any prospective purchaser of the estate of Lessor, or any Lender or prospective assignee of any Lender on the security of the Leased Land or the fee estate or any part thereof, and any third person.

ARTICLE 9 . DEFAULT AND REMEDIES

Time for Curing Default

Section 9.01. No failure to perform any condition or covenant of this Lease shall entitle Lessor to terminate this Lease unless such failure shall have continued for Thirty (30) days after notice in writing requiring the performance of such condition or covenant shall have been given to Lessee, and unless, if such default is of such a nature that it cannot be remedied within such time, Lessee shall fail to cure such default within such additional time as is reasonably necessary to cure the default, provided that Lessee shall commence to cure the default within this period and thereafter shall diligently continue the curing of the default.

Forfeit to Lessor

Because of the special relationship of the parties and the fact that the Lessee has obtained property and raised money for the reconstruction and operation of the pool for the benefit of the Lessor and the public, in the event that the Lessee defaults in any condition or covenant of this Lease, and Lessor retakes possession, the parties agree that all the property of the Lessee (except the pool endowment held by Ann Arbor Area Community Fund) shall be forfeit to, and the property of the Lessor, and the Lessor shall own the same, and the Lessee hereby unconditionally assigns all it's property, real, personal or mixed, including cash or cash equivalents to Lessor upon such condition.

ARTICLE 10. TERMINATION AND SURRENDER

Surrender of Possession

Section 10.02. Unless otherwise mutually agreed by the parties, within Ten (10) days after termination of the Lease Term, Lessee agrees to redeliver possession of the Leased Land to Lessor in substantially the same condition that existed immediately prior to Lessee's entry on the Leased Land, reasonable wear and tear, damage by the elements, acts of God, war and any act of war, excepted, and to transfer all of it's property and remaining funds to Lessor.

ARTICLE 11. GENERAL PROVISIONS

Conditions and Covenants

Section 11.01. All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

No Waiver of Breach

Section 11.02. No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Time of Essence

Section 11.03. Time is of the essence of this Lease and of each provision.

Computation of Time

Section 11.04. The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or legal holiday, and then it is also excluded.

Unavoidable Delay--Force Majeure

Section 11.05. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided, however, nothing in this section shall excuse Lessee from the prompt payment of any rental or other charge required of Lessee except as may be expressly provided elsewhere in this Lease.

Successors in Interest

Section 11.06. Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of Lessor, and subject to the restrictions of Article 12, the authorized encumbrances, assignees, transferees, subtenants, licensees, and other successors in interest of Lessee.

Entire Agreement

Section 11.07. This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.

Partial Invalidity

Section 11.08. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Relationship of Parties

Section 11.09. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, and neither the method of computation of rent, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between Lessor and Lessee, other than the relationship of Lessor and Lessee.

Interpretation and Definitions

Section 11.10. (a) The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Lessor or Lessee. Unless otherwise provided in this Lease, or unless the context otherwise requires, the following definitions and rules of construction shall apply to this Lease.

Number and Gender

(b) In this Lease the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the word "person" includes a corporation, partnership, firm, or association wherever the context so requires.

Mandatory and Permissive

(c) "Shall," "will," and "agrees" are mandatory; "may" is permissive.

Captions

(d) Captions of the articles, sections, and paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provision of this Lease.

Term Includes Extensions

(e) All references to the term of this Lease or the Lease Term shall include any extensions of such Term.

Land and Premises

(f) Leased Land, Land, Leased Premises, and Premises shall include the improvements to the Land.

Parties

(g) Parties shall include the Lessor and Lessee named in this Lease.

Attorney's Fees

Section 11.11. In the event either Lessor or Lessee shall bring any action or proceeding for damages for an alleged breach of any provision of this Lease, to recover rents, or to enforce, protect, or establish any right or remedy of either party, the prevailing party shall be entitled to recover as a part of such action or proceedings reasonable attorney's fees and court costs.

Modification

Section 11.13. This Lease is not subject to modification except in writing.

Delivery of Rent and Notices--Method and Time

Section 11.14. (a) All rents or other sums, notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this section, and shall be deemed to have been given in lawful money *or* by check payable to City of Ypsilanti, delivered in person or mailed to Lessor at 1 South Huron Street, Ypsilanti, MI 48197

Notices to Lessor

(b) All notices, demands, or requests from Lessee to Lessor shall be given to Lessor, attention City Manager, at 1 South Huron Street, Ypsilanti, MI 48197.

Notices to Lessee

(c) All notices, demands, or requests from Lessor to Lessee shall be given to Lessee at

____

Change of Address

(d) Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this Article.

ARTICLE 12. EXECUTION, RECORDING, AND INCORPORATION BY REFERENCE

Offer and Acceptance

Section 12.01. Execution of this Lease by Lessee constitutes an offer which shall not be deemed accepted by Lessor until Lessor has executed this Lease and delivered a duplicate original to Lessee.

Section 12.02. The parties shall, concurrently with the execution of this Lease, execute, acknowledge, and record the memorandum lease attached as Exhibit B and made a part of this Lease. Following recording, the memorandum shall be reattached to this Lease.

Execution

Section 12.06. This Lease has been executed at Ypsilanti, Michigan, on the day and year first above written.

Signed in the presence of:

____

____

Lessee
Friends of Rutherford Pool, Inc.

____

____

Lessor
City of Ypsilanti

____

____
Paul Schreiber, Mayor

____

____
Frances McMullan, City Clerk

Drafted by and
Approved as to Form

____
John M. Barr,
Ypsilanti City Attorney

EXHIBIT A

Property Description

Swimming pool and attached building, together with a plot of land approximately 147.5 feet by 378 feet, fronting on Congress Street in Recreation Park in the city of Ypsilanti, Washtenaw County Michigan, commonly described as 975 North Congress, Ypsilanti, MI 48197.

MEMORANDUM OF LEASE Exhibit B

The parties hereto hereby certify that they entered into a certain 20 year lease for Rutherford Pool in the City of Ypsilanti, Washtenaw County Michigan for property with common address of 974 North Congress Street, Ypsilanti, MI 48197.

Property description: A parcel of land 147.5 feet by 378 feet, including a certain in-ground swimming pool and buildings in the northeast corner of Recreation Park, fronting on North Congress Street, Ypsilanti, Michigan.

Term: 20 years commencing ___________,2012

Parties: **LESSOR** **LESSEE**

City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

Friends of Rutherford Pool, Inc.

By:______________________

By:____________________________
Paul Schreiber, Mayor

By: ____________________________
Frances McMullan, City Clerk

State of Michigan
County of Washtenaw

Subscribed and sworn to before me, a notary public, acting in Washtenaw County, Michigan, by the above parties, this ___day of _____, 2012

____
Notary Public, Washtenaw County, Michigan
My commission expires:______

Drafted by and return to John M. Barr, 105 Pearl Street, Ypsilanti, MI 48197

Ypsilanti Area
community fund℠

An affiliate fund of the
Ann Arbor Area Community Foundation

DESIGNATED ENDOWMENT FUND AGREEMENT BETWEEN ANN ARBOR AREA COMMUNITY FOUNDATION, INC. AND YPSILANTI AREA COMMUNITY FUND AND FRIENDS OF RUTHERFORD POOL

THIS AGREEMENT, made and entered into on ________________, 2011 by and between the ANN ARBOR AREA COMMUNITY FOUNDATION, INC. AND YPSILANTI AREA COMMUNITY FUND (the "Foundation"), and the FRIENDS OF RUTHERFORD POOL (hereinafter referred to as the "Founding Contributor"),

WITNESSETH:

WHEREAS, the Founding Contributor desires to create a charitable designated endowment in the Foundation; and

WHEREAS, the Foundation is a non-profit Michigan corporation exempt from taxation under Internal Revenue Code ("Code") Section 501(c)(3), a public charity described in Section 170(b)(1)(A)(vi) of the Code, and accordingly an appropriate institution within which to establish such a charitable endowment; and

WHEREAS, the Foundation is willing and able to create such an endowment as a Designated Endowment Fund, subject to the terms and conditions hereof;

NOW THEREFORE, the parties agree as follows:

1. NAME OF THE FUND. There is hereby established in the Foundation, and as a part thereof, a fund designated as the YPSILANTI RUTHERFORD POOL ENDOWMENT FUND (hereinafter referred to as "the Fund") to receive gifts, in whatever form of money or property, and to administer the same.

2. PURPOSE. The primary purpose of the Fund shall be to provide support to the City of Ypsilanti (City) (or subsequent owner of the facility) for operations, maintenance and improvements to the Rutherford Pool in Ypsilanti, Michigan, once construction is complete. Friends of the Rutherford Pool will provide the City (or subsequent owner of the facility) with annual recommendations on specific operations, maintenance and/or improvements.

3. GIFTS. The Founding Contributor hereby transfers irrevocably to the Foundation the property described on the attached Exhibit A to establish the Fund. Subject to the right of the Foundation to reject any particular gift, any person whether an individual, corporation, trust, estate or organization (hereinafter referred to as "Donor") may make additional gifts to the Foundation for the purposes of the Fund by a transfer to the Foundation of property acceptable to the Foundation in whole or in part for the Fund. All gifts, bequests and devises to this Fund shall be irrevocable once accepted by the Foundation.

4. DISTRIBUTION. The annual amount available for distribution, as set forth in the Foundation's then current spending policy, as modified from time to time, net of fees and expenses set forth in paragraph 11, shall be committed, granted or expended for purposes described in Code Section 170 (c)(2)(B) to organizations described in Sections 509(a)(1), (2), or (3). If any gifts to the Foundation for the purposes of the Fund are received and accepted subject to a Donor's conditions or restrictions as to the use of the gift or earnings therefrom, said conditions or restrictions will be honored, subject, however, to the authority of the Foundation's Board of Trustees (hereinafter "the Board") to vary the terms of any gift if continued adherence to any condition or restriction is in the judgment of the Foundation's Board unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community served by the Foundation. Variance power allows the Foundation the flexibility to ensure that the Founding Contributor's and Donor's charitable interests will be served in perpetuity. In this regard, the following is understood:

1. Variance power – the unilateral power to redirect the use of any gifts/assets to another beneficiary.

2. Unilateral power – the ability of the Foundation to override the Donor's instructions without the approval from the Donor, the specified beneficiary or any other interested party.

3. Explicitly grants – the Foundation's unilateral power to redirect the use of any gifts/assets is explicitly referred to in the Foundation's Articles of Incorporation.

No distribution shall be made from the Fund to any individual or entity if such distribution will in the judgment of the Foundation endanger the Foundation's Code Section 501 (c)(3) status.

5. ADMINISTRATIVE PROVISIONS. Notwithstanding anything herein to the contrary, the Foundation shall hold the Fund, and all contributions to the Fund, subject to the provisions of the applicable Michigan laws and the Foundation's Articles of Incorporation and Bylaws. The Board shall monitor the distribution of the Fund, and shall have all powers of modification and removal specified in United States Treasury Regulations Section 1.170A-9(e)(11)(v)(B).

A copy of the annual examination of finances of the Foundation (audit and/or Form 990s) as prepared by independent certified public accountants will be made available to any donor to the Foundation, in accordance with the Foundation's then current archive and public disclosure policy.

6. CONDITIONS FOR ACCEPTANCE OF FUNDS. The Founding Contributor agrees and acknowledges that the establishment of the Fund herein created is made in recognition of, and subject to, the terms and conditions of the Articles of Incorporation and Bylaws of the Foundation as from time to time amended, and that the Fund shall at all times be subject to such terms and conditions, including but not by way of limitation, provisions for:

(a) Presumption of Donors' intent;
(b) Variance from Donors' direction;
(c) Amendments.

7. CONTINUITY. The Fund shall continue so long as assets are available in the Fund and the purposes of the Fund can be served by its continuation. If the Fund is terminated, the Foundation, in consultation with the AASAC or its subsequent 501 (c)(3) organization, will devote any remaining assets in the Fund exclusively for charitable purposes that:

(a) are within the scope of the charitable purposes of the Foundation's Articles of Incorporation;
(b) most nearly approximate, in the good faith opinion of the Board, the original purpose of the Fund with preference given to maintenance costs of public pools in Ypsilanti.

Should the Rutherford Pool cease to exist and there are no other public pools operated by the City of Ypsilanti, the remaining assets in the fund shall be used to help maintain free, public, permanent recreation resources for youth in the Ypsilanti area.

8. NOT A SEPARATE TRUST. The Fund shall be a component part of the Foundation. All money and property in the Fund shall be held as general assets of the Foundation and not segregated as trust property of a separate trust; provided that for purposes of determining the share of the Foundation's earnings allocable to the Fund and the value of the principal of the Fund, the interest of the Fund in the general assets of the Foundation shall be a percentage determined by dividing the assets of the Fund by the then value of the total assets of the Foundation, such percentage interest being subject to adjustment at the time of each addition to or reduction of the assets of the Foundation.

9. ACCOUNTING. The receipts and disbursements of the Fund shall be accounted for separately and apart from those other gifts to the Foundation.

10. INVESTMENTS OF FUNDS. The Foundation shall have all powers necessary, or in its sole discretion desirable, to carry out the purposes of the Fund, including, but not limited to, the power to retain, invest and reinvest the Fund and the power to commingle the assets of the Fund with those other funds for investment purposes.

11. COSTS OF THE FUND. It is understood and agreed that the Fund shall share a fair portion of the total investment and administrative costs of the Foundation. Those costs annually charged against the Fund shall be determined in accordance with the then current fee schedule identified by the Foundation as applicable to funds of this type. Any costs to the Foundation in accepting, transferring or managing property donated to the Foundation for the Fund shall also be paid from the Fund.

IN WITNESS WHEREOF, the Founding Contributor has executed this Agreement and the Foundation has caused this Agreement to be approved by its Board of Trustees and to be executed by a duly authorized officer, all as of the day and year first above written.

FRIENDS OF RUTHERFORD POOL

By: ________________________________
John Weiss, FORP

By: ________________________________
Don Ferris, FORP

ANN ARBOR AREA COMMUNITY FOUNDATION, INC.

By: ________________________________
Cheryl W. Elliott, President & CEO

Resolution No. 2012 -194
September 18, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti has been a participating municipality in the Municipal Employees' Retirement System of Michigan ("MERS"); and

WHEREAS, pursuant to Municipal Employees' Retirement Board requirements, since December 31, 1994, asset accounting had been separate for each division, instead of aggregate for the entire municipality; and

WHEREAS, over time, significant disparities have arisen in the City's MERS plan as a result of allocating the fair market value of plan assets on a divisional basis instead of on an aggregate basis, which disparities the City of Ypsilanti wishes to eliminate; and

WHEREAS, in order to address the anticipated increase in unfunded liability for pensions to be provided participants in the defined benefit plan that is likely to occur as a result of diminished contributions to that plan, the City wishes to reallocate certain divisional market assets between the two divisions;

NOW THEREFORE BE IT RESOLVED, that the governing body of the City of Ypsilanti, a participating municipality as defined in the Municipal Employees' Retirement Act as recodified by Act No. 427 of the Public Acts of 1984, as amended, and as the employer, hereby requests MERS to reallocate the total market value of assets of $96,584 of Employer Assets from Division 01's General Non Union Employer Reserve to Division 15's City Manager after 7/1/2012 Employer Reserve as of July 1, 2012 enabling the actuary to prepare the 2012 actuarial valuation with the transferred assets; and

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

City of Ypsilanti — Pride. Diversity. Heritage.

REQUEST FOR LEGISLATION
September 13, 2012

To: Mayor and Council

From: Ralph A. Lange, City Manager

Subject: Southeast Michigan Council of Governments (SEMCOG) Membership

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SUMMARY & BACKGROUND:

Recent discussions have occurred regarding the Washtenaw Area Transportation Study (WATS) seeking Metropolitan Planning Organization (MPO) status from the overall MPO umbrella of SEMCOG. If WATS separates from SEMCOG, it could impact funding for several projects, namely projects under Congestion Mitigation/Air Quality (CMAQ) and Safety programs. Currently, SEMCOG prioritizes projects to ensure that each participating county and city has access to funds under these two programs and our county has received more CMAQ and Safety funds as a result of being a part of SEMCOG than it would as a separate MPO.

SEMCOG was established in 1968 as a regional planning partnership in Southeast Michigan and the city of Ypsilanti is one of its charter members. During my tenure as the Managing Director of the Monroe County Road Commission (MCRC) (1999-2008) I served in the capacity of Chairman of the Monroe County Federal aid committee part of this time. This role required me to work very closely with SEMCOG staff in our efforts to secure millions of dollars of State and Federal Transportation funding that supported priority MCRC projects.
The MCRC had an excellent record in securing these funds and the SEMCOG staff was extremely supportive of our efforts and did all in their power to make this process as easy, seamless and complete as possible for me personally and the MCRC as an organization.

SEMCOG has been a leader in regional rail transportation issues and initiatives. The City of Ypsilanti will need their help to secure the return of intercity rail service (Pontiac to Chicago) and the start of commuter rail service (Ann Arbor to Detroit) to the city in the near future. When these services return, the city expects them to be a catalyst for significant economic growth in the city and therefore a very high priority.

As a member of SEMCOG, the City of Ypsilanti has been allowed to participate in regional planning discussions and continues to be a part of the push for regional collaboration, a key way to gain efficiencies in government operations. We realize that it is more cost efficient to do some things at the regional level versus the city or county level, and remaining a part of SEMCOG affords the city the opportunity to have representation of our own interests when regional decisions are being made by SEMCOG and other regional units of government.

It is my strong recommendation that the CITY of Ypsilanti continue to support SEMCOG as its MPO and not support WATS becoming a separate MPO. For all of the reasons mentioned above and more.

RECOMMENDED ACTION: Approval
ATTACHMENTS: Resolution

CITY MANAGER APPROVAL: ________________________ COUNCIL AGENDA DATE: 9-18-12

CITY MANAGER COMMENTS: ____

FISCAL SERVICES DIRECTOR APPROVAL: _____________________________________

Resolution No. 2012 -195
September 18, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, SEMCOG was established in 1968 as a regional planning partnership in Southeast Michigan and the City of Ypsilanti is one of SEMCOG's charter members.

WHEREAS, recent discussions have occurred regarding the Washtenaw Area Transportation Study (WATS) seeking Metropolitan Planning Organization (MPO) status from the overall MPO umbrella of SEMCOG; and

WHEREAS, if WATS separates from SEMCOG, it could impact funding for several projects, namely projects under Congestion Mitigation/Air Quality (CMAQ) and Safety programs. Currently, SEMCOG prioritizes projects to ensure that each participating county and city has access to funds under these two programs and our county has received more CMAQ and Safety funds as a result of being a part of SEMCOG than it would as a separate MPO; and

WHEREAS, it is more cost efficient to do some things at the regional level versus the city or county level, and remaining a part of SEMCOG affords the city the opportunity to have representation of our own interests when regional decisions are being made by SEMCOG and other regional units of government; and

WHEREAS, membership in SEMCOG affords the City the opportunity to participate in regional planning discussions in order to push for regional collaboration, a key way to gain efficiencies in government operations; and

WHEREAS, the City of Ypsilanti has benefited from SEMCOG's economic development and strategic planning services, technical, data, maps and intergovernmental resources as well as workshops for city staff and elected officials; and

WHEREAS, the City of Ypsilanti encourages SEMCOG to renew its focus on working towards promoting urban density and bringing improved public transportation to the centers of these urbanized areas which will promote and support economic development and redevelopment in the areas.

Now, THEREFORE, BE IT RESOLVED that the CITY of Ypsilanti continue to support SEMCOG as its MPO and not support WATS becoming a separate MPO. For all of the reasons mentioned above and more.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

City of Ypsilanti
Pride. Diversity. Heritage.

REQUEST FOR LEGISLATION
September 18, 2012

TO: Mayor and Council

FROM: Ralph A. Lange, City Manager

SUBJECT: Detroit Region Aerotropolis Development Corporation Membership Fees

The City of Ypsilanti became a member of the Aerotropolis Development Corporation (ADC) in 2009. When City Council designated your representative and alternate to the corporation board that year, council also asked for a waiver of the membership fee. According to the Interlocal Agreement, which created the Corporation, the annual membership fee for a local government is $25,000, and during 2011, council requested a hardship waiver of $20,000.

The City has received a $25,000 invoice for our 2012 membership fee and council asked that the City Manager contact Bryce Kelley, ADC Executive Director, regarding a possible fee waiver. Nan Schuette, Executive Secretary, spoke to Mr. Kelley and he was not opposed to submitting a hardship waiver request to the Executive Committee for the 2012 membership fee. According to the Interlocal Agreement, "the Executive Committee may reduce or defer the payment of annual membership fees, or make other necessary or convenient accommodation on account of hardship in appropriate cases."

During 2011, we successfully applied for a hardship waiver of $20,000 and paid a membership fee of $5,000.

The City's taxable value has declined by 11% since we submitted the hardship waiver request in 2011 and I believe the city has a valid argument for a hardship consideration.

Recommendation: That City Council considers approving a resolution requesting a hardship waiver of the annual membership fee in the amount of $20,000.

Attachments: Aerotropolis Resolution, Annual Membership Invoice

Council Agenda Date: 9/18/12____ Council Agenda Item No. 2012-____________

City Manager Approval: ________________________________

City Manager Comments: ____

Finance Director Approval: ____

Resolution No. 2012-196
September 18, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Detroit Region Aerotropolis Plan was developed by the Aerotropolis Stakeholders comprised of the county and local governments of Wayne and Washtenaw Counties, the Cities of Belleville, Romulus, Taylor and Ypsilanti, the Townships of Huron, Van Buren, and Ypsilanti, and the Wayne County Airport Authority; and

WHEREAS, the Stakeholders entered into an Interlocal agreement, pursuant to the Urban Cooperation Act, PA Act 7 of 1967, to jointly create an Aerotropolis Development Corporation and exercise the economic development powers shared by the Stakeholders during June 2009; and

WHEREAS, the Interlocal agreement provides that each Local Government Party must pay an annual membership fee of $25,000 and also provides that the Executive Committee also may reduce, or defer the payment of, annual membership fees, or make other necessary or convenient accommodations on account of hardship in appropriate cases; and

WHEREAS, the City of Ypsilanti has been dealing with financial challenges since 2003, is facing significant general fund revenue reductions due to taxable value decline and will be making budget reductions to essential services;

NOW THEREFORE BE IT RESOLVED, the City Council directs the City Manager to send correspondence to the Aerotropolis Executive Committee requesting a hardship waiver for the annual membership fee in the amount of $20,000.

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

City of Ypsilanti
Pride. Diversity. Heritage.

City of Ypsilanti

Office of the City Manager

September 19, 2012

Aerotropolis Development Corporation
Executive Committee
500 Griswold Street, Suite 3046
Detroit, MI 48226

Re: Waiver of Membership Fee

Dear Executive Committee Members,

Please find enclosed a check in the amount of $5,000, which is a good faith payment towards the City's annual membership fee. The City of Ypsilanti is requesting a waiver of the remaining $20,000 of the membership fee pursuant to Section 9.02 of the Detroit Region Aerotropolis Development Corporation Interlocal Agreement.

The City of Ypsilanti asks that you favorably consider our request based upon the following facts:

- The City has been reducing services to its residents since 2004 when it eliminated the entire Recreation Department and combined other departments beginning 2008.
- The City's four largest industrial taxpayers have ceased operations.
- Since 2004, the total number of city employees has been reduced from 139.75 to 85.
- The City's taxable value is currently $290,729,097 million, which has dropped from $402,643,702 since 2008, a total of $111,914,605, or 28%.
- The City has TIF bond debt payments averaging $1.3 million annually for an economic development project that has stalled.

I have enclosed a copy of the certified resolution adopted by the Ypsilanti City Council at their September 18, 2012 meeting for your information.

One South Huron Street
Ypsilanti, MI 48197

Tel (734) 483-1810
Fax (734) 483-7260

www.CityofYpsilanti.com

Please contact me if you should need additional information. I trust you will act favorably on our request.

Sincerely,

[redacted]

Ralph A. Lange
City Manager

RAL/ns

Enclosure

Cc: Mayor Schreiber and Ypsilanti City Council members

Detroit Region
AEROTROPOLIS
Development Corporation

500 Griswold, Suite 3030
Detroit, Michigan 48226
Office: 313.224.7553
Fax: 313.224.8458
www.detroitregionaerotropolis.com

Azzam Elder, Chair
Deputy CEO
Wayne County

Verna McDaniel, Vice Chair
Administrator
Washtenaw County

Tim Keyes, Secretary
Economic Development Director
City of Romulus

2012 AUG 21 P 12: 13

INVOICE
ADC-201203

August 17, 2012

The Honorable Paul Schreiber
Mayor
City of Ypsilanti
One South Huron Street
Ypsilanti, MI 48197

[redacted] APPROVED
BY:
VENDOR # 1674
INVOICE # ADC-201203
DESCRIPTION
ACCOUNT 101-7-1010-958-00
ACCOUNT

2012 Aerotropolis Development Corporation Dues **$25,000.00**

Please remit payment by **November 1, 2012.**

Checks should be made payable to **Aerotropolis Development Corporation** and mailed to the following address:

<u>Aerotropolis Development Corporation</u>
Attn: Paul Trulik
600 Renaissance Center, Suite 1780
Detroit, MI 48243

Resolution No. 2012 - 197
September 18, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

NAME	**BOARD**	**TERM TO EXPIRE**
Amy Grettum 12 Oak Street Ypsilanti, MI. 48198	Ypsilanti Housing Commission (Replacing Ma'Cheryl Jones)	12/31/2012

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

Statement of Goals

I would like to submit my name and résumé for the opportunity to join the Ypsilanti Housing Commission. My interest is to help stabilize the commission allowing the housing community to continue to provide quality, safe housing available for the Ypsilanti residents who find themselves in a vulnerable housing position. Increasing the residents interaction within their housing community and also encouraging the greater community's involvement with the residents is also a goal worth striving toward.

Additionally, I intend to utilize my knowledge, experience, and expertise in affordable housing drawing on my MSHDA inspection background and affordable housing construction. This will be facilitated by my Residential Builders license, with an emphasis on durability, sustainability, energy efficiency and handicap accessibility. Understanding the need for detail in business and bureaucracy is an asset I intend to bring to bear in this process. Interacting well with the public in varied situations is a skill I have attempted to acquire over many years and will continue to hone in my future interactions.

Sincerely,

Amy K. Grettum

Amy K. Grettum
12 Oak Street   Ypsilanti, MI 48198
Ph: 734-732-5078 E-mail: biocruiser600@yahoo.com

RESUME

EDUCATION

Eastern Michigan University, MBA program (15 credits)
University of Michigan, B.A. (LS&A 1986)
Jackson High School, 1981

EXPERIENCE

Small Business Owner - Stellar Access Shuttle Service, LLC - Feb. 2011 - Present

★ create and establish a small business for the transportation of small groups to and from functions

Skills: Learn and implement state and federal rules regarding DOT compliance. Manage business requirements and coordinate all information to successfully maintain a transportation service utilizing multiple types of software, marketing techniques, logistics, and time management.

School Bus Driver - Ypsilanti Public Schools - Oct. 2007 – June 2010

Member of a large fleet group (50 buses) with duties including:

★ assessing mechanical condition of the busses

★ transporting 200+ students per day in often adverse conditions

★ great attention paid to student safety and well being

Skills: Multi-tasking, conflict resolution (students, co-workers, administrators), risk assessment, behavioral motivation and modification.

Executive Director - *THE CONSCIENTIOUS CRUISER*

Mobile Environmental Education Center - Sept. 2004 to current

Creator, Coordinator and Educator of environmental options with regard to housing and transportation including:

★ energy/resource usage and creation using a self contained mobile center

★ arranging and participating in appearances in Michigan and Ohio

★ as construction technician, I reconstructed *THE CRUISER* as a display space with insulated and radiantly heated floors, reclaimed renewable flooring, repurchased cabinetry, and a composting toilet with an ultra low flow shower with recycled water systems and reclaimed heating applications

★ environmentally appropriate cleaners and building materials are also discussed

Skills: time management, resource allocation, itinerary creation/management, highly technical information implementation, public interaction and instruction.

Housing Program Manager,, **MSHDA Inspector**, **Construction Specialist**, **Home Repair Instructor**, **and Green Facility Guide**, - WARM Training Center, Detroit, MI

2003-2005 These positions augmented my exposure to many levels of the construction industry including:

★ managing a statewide (125 units) affordable housing technical review and construction program

★ housing construction plan investigation and monitoring to finished construction

★ hands-on home repair classes for Habitat foe Humanity participants

★ inspecting MSHDA affordable housing units in the Detroit area,

★ internal construction of company office space

★ interfacing with the public to explain/demonstrate environmentally appropriate housing materials

Skills: statewide travel coordination, training and implementation of nationally recognized construction standards, monitoring of participants' compliance with program parameters, extreme attention to detail, effective communication skills, conflict resolution, multiple types of software usage

Commercial Sales Associate - Lowe's Home Improvement Warehouse Ypsilanti, MI 2002-2003 Primary job duties involved:

★ engaging the general public especially in the construction trades

★ processing special merchandise orders

★ answering construction/materials questions, and trouble shooting building repair needs

Skills: Time and materials coordination, understanding of an entire facilities inventory and its uses, public interaction and instruction.

Construction Contractor/Consultant - Owner of Earth Healthy Building - 1999 - **license still active**. Dealt with the public with regard to environmentally friendlier construction and energy efficiency, and I am an active member of the professional building community.

Insurance Agent - Look Insurance - various offices in SE. MI 1999 - ?
Property and Casualty license was used to sell auto insurance adhering to state and federal regulations.

Skills: Business management of financial and personal information of clients, conflict resolution, and facility with state/federal industry regulations.

Upholsterer and Refinisher - Owner of The Great Cover Up - 1993 -1998
Self employed reupholstering and refinishing furniture for clients.

Skills: Marketing for the location, retention and referral of customers and business support thereof.

Field Office Assistant - University of Michigan Inst. for Social Research - 1992
Primary duties included:

★ overseeing and facilitating the conference attendance and participation of hundreds of Social Research Interviewers at conference facilities with emphasis on technical needs and interpersonal interactions

★ office management of data for many hundreds of research associates.

Skills: Time and facilities management for conference instructors and participants.

Front End Manager - Showerman's IGA Supermarket - Ann Arbor, MI 1989-1992
Duties included training, scheduling and managing cashiers, managing baggers, interfacing with other departments and engaging the public daily.

Office Manager - Whitmore Lake Chiropractic Clinic – Whitmore Lake, MI 1984 - 1989
Interfacing with patients and their insurance (local and federal) companies for payment and coverage.

PROFESSIONAL CERTIFICATIONS

Commercial Drivers License (CDL Class B) + Endorsements -
Passenger, School Bus, Chauffeurs, Cycle and Air Brakes
Residential Builders License, 1998 (still active)
HERS (Home Energy Rating System) Certification, 2004
Insurance Agents License (Property & Casualty) 1998

LECTURES, CONFERENCES, WORKSHOPS

w/ THE CONSCIENTIOUS CRUISER

Adams STEM Academy - Ypsilanti, MI June 2010
Elwell Elementary School - Belleville, MI November 2009
Ypsilanti Heritage Festival - Ypsilanti, MI 2009
Flxible Owners International Rally - Loudonville, OH - 2006
Michigan Energy Festival - GLREA festival - 2006
Many other appearances - ask if interested.

w/ WARM Training Center

Habitat for Humanity participant workshops for home repair knowledge. Also interfaced with the public while giving tours of the green materials resource center.

w/ Lowe's Home Improvement Warehouse

"Power Tools for Women" - Designed and facilitated several seminars (primarily) for women to familiarize them with power tool usage.

COMPUTER SKILLS

In addition to being familiar with both the PC and MAC operating systems including spreadsheet, database, word-processing, and financial, I have used specialized software including REMRATE for housing construction and a variety of CAD house design platforms.

AFFILIATIONS

Waste Knot Program - Washtenaw County
O2 Michigan
Ann Arbor Area Clean Cities/Clean Energy Coalition
Great Lakes Renewable Energy Association
Formerly - Washtenaw Green Building Coalition
Ypsilanti Chamber of Commerce
HBA of Washtenaw Co.
Amer. Soc. for Training and Development

Anthony Bedogne

717 Stanley
Ypsilanti, MI 48198

Home Phone: 734-717-7206
Work Phone: 734-222-6879
Email: bedognea@ewashtenaw.org
DOB: 10/18/1976

OBJECTIVE

-My educational focus at Eastern Michigan University was in urban environmental management, and community planning. My professional experience is in local government. Looking for a challenging experience that will allow me to apply problem-solving techniques to land use decisions.

QUALIFICATIONS

-In school I challenged myself with curriculum to ensure proper training. This training includes coursework in Urban Geography, Physical Geography, Image Interpretation, Field Geography, Site Plan Review, Economic Development, GIS Modeling, and Community Revitalization.

-Very proficient in a windows network environment, and can use most common software applications including Microsoft Office, Advanced Access\Excel, ESRI ArcGIS, Autodesk AutoCAD, SQL server, and BS&A tax assessment systems. Computer programming experience in ArcObjects, SQL, VB, and Python. Field surveying techniques include Trimble GPS systems, ArcPad, Brunton field compass mapping, and dumpy leveling.

WORK HISTORY

2002-current — *Washtenaw County, MI – Office of the Water Resources Commissioner*
-Mapping Technician, for the Water Resources Commissioner. Computer mapping and database integration is used for tax assessment and asset management. Build and edit data layers, geodatabase design, layer conversions, hydrologic modeling. Duties also include the maintenance of legal descriptions, easements, GPS field data collection, and presentation mapping.

2010-current — *Adjunct Lecturer, Eastern Michigan University Geography and Geology*
-Teach the introductory principles of geographic information systems course to undergraduate students. (GEOG 276) Self contained class of 15-20 students per semester, administer labs and introduce concepts weekly, includes tutoring responsibility. Course material consists of creating digital maps and charts; using online data sources; vector and raster data models; spatial data entry and editing; coordinate systems and methods of geo-referencing digital maps; elementary database management and spatial analysis.

EDUCATION

1994-2000 — -B.S. Geography, Eastern Michigan University

2001-2007 — -M.S. Geographic Information Systems and Land Use Planning, Eastern Michigan University

Statement by Anthony Bedogne:
My brief background: I moved to Ypsilanti in 1994 to go to eastern, I have lived here ever since. I rented a number different of units in the midtown area from 1995-2008. In 2009 I purchased a house on Stanley Street in the prospect park neighborhood.

I graduated from the EMU geography program with a B.S. degree in 2000, then continued my education at eastern with a M.S, in urban planning circa 2003. I have been employed by the Washtenaw County office of the water resources commissioner since 2002. I work as a GIS technician, primarily responsible for presentation mapping and levying special assessments for drain projects.

I spend much of my time interpreting legal drain documentation, so working with legal language (i.e. zoning) is something I have exposure to in a professional setting.

I am looking forward to getting involved.
Tony Bedogne

DAVID KABAT

David Kabat is co-owner of Haab's Restaurant. During his 25 years at Haab's, he studied business management at Eastern Michigan University before realizing his true passion was on the culinary side and completed his studies at Washtenaw Community College's Hotel and Restaurant Management and Culinary Program where he graduated with honors.

David grew up in Ann Arbor and currently resides in Ypsilanti with his wife and three children.

David has fostered strong ties within the community while serving on the advisory committee for the Washtenaw Community College Culinary Program as well as serving as an event planner for the Ypsilanti Heritage Festival.

David's interest in becoming an active board member on the YDDA board is to help forward Ypsilanti's growth through managed business development and cooperative growth. He feels strongly that Ypsilanti should continue to capitalize on its fortunate geographic location and promote Ypsilanti as a viable place of interest to businesses, residents, students, and visitors alike.

Statement of goals for YDDA board

Implement a merchant to merchant cooperative customer referral program.

Improve shopping/dining experience for first time visitors through informative stations.

Improve feel of downtown to passing motorists.

Continue to build on EMU/Downtown collaborations.

Promote Riverside park and surrounding areas to students and residents.

Ellen J. Clement, MSW, MPH
2722 Radcliffe Ave.
Ann Arbor, Michigan 48104
(734) 973-0025 (h) (734) 358-1803 (c)
eclem@comcast.net

EMPLOYMENT HISTORY

2009 to Present	The Corner Health Center 47 N. Huron St. Ypsilanti, MI 48197 www.cornerhealth.org Provides leadership and direction to a $2m nonprofit clinic serving young people aged 12 through 21 and their children. Located in downtown Ypsilanti and serving Washtenaw County and nearby Wayne County communities for over 30 years, the Corner also offers support and education services to our patients.	Executive Director
1996—09	Washtenaw County Public Health Department 555 Towner, PO Box 915 Ypsilanti, MI 48197-0915 Served as the chief local public health official and directed local public health services required under state law and local policy.	Director/Health Officer
1993--95	Washtenaw County Public Health Department Directed fiscal and operational activities of the department including personnel, budget, accounting, contracts, grants.	Administrator and Interim Director
1991--93	Washtenaw County Human Services Department Provided administrative support to the Director of a newly integrated human services department. Developed systems and processes to increase efficiency and effectiveness.	Assistant to Director
1986--91	Washtenaw County Public Health Department Served as Chief of Operations including Department Interim Director for 18 months, overseeing all management roles and responsibilities.	Chief of Operations
1983--1985	Washtenaw County Administration & Finance Department 220 N. Main, PO Box 8645 Ann Arbor, Michigan 48107-8645 Provided administative and budget support to health and human service departments including resolutions for Board action and special projects.	Administrative Intern and Budget Analyst

1978--82 Yellow Springs Community Children's Center Administrator
Yellow Springs, OH 45387

Directed the operation of a non-profit day care center serving 120 children from infancy to school-age.

EDUCATION

2004	MPH, Health Behavior/Health Education, University of Michigan, Ann Arbor, Michigan.
2001-2003	CDC/University of North Carolina: National Public Health Leadership Institute Scholar/Fellow.
1984	MSW, Social Work Administration, University of Michigan, Ann Arbor, Michigan.
1979	BA, Social Work, Antioch College, Yellow Springs, Ohio.

Statement by Ellen Clement:
Thank you for encouraging my interest in serving on the YDDA. The Corner Health Center benefits greatly from its location in downtown Ypsilanti and we strive to be an asset to the community. I recognize the importance of a strong downtown area to overall health and quality of life for Ypsilanti's residents. I think I have administrative and financial experience in both the public and private sector to contribute to the YDDA and would be very pleased to serve.
Ellen

ERIC D. MAES

1004 Sherman Street
Ypsilanti, MI 48197
emaes@provide.net
734-482-2763

OBJECTIVE: To serve the Ypsilanti community on the Parks and Recreation Commission through outreach, volunteering, coordination and leadership. Dedicated to serving the youth of Ypsilanti and further promoting the parks, leadership opportunities and outdoor activities

COMMUNITY INVOLVEMENT:

Rutherford Pool Fundraiser Committee Member, Rutherford Pool, Ypsilanti, MI
Summer 2011
Participate in the fundraising committee for the Rutherford Pool rebuild project.

Eagle Scout & Venture Crew Advisor, BSA Troop 290, Ypsilanti, MI
July 1994-Present
Work with Scouts who earn the rank of Life Scout by mentoring them through the "Trail to Eagle" process. This involves reviewing merit badge status and advancement, help the Scout define, design, describe via a written proposal, implement and reflect upon after completion, their Eagle Scout Leadership Service Project. Coordinate and work with older Venture-aged (high school) Scouts to plan activities and leadership opportunities. Lead and coordinate with Scouts to plan high adventure camping opportunities such as backpacking, canoeing, biking, etc.

District Advancement Committee Member, BSA-GST, Ann Arbor, MI
September 2009-Present
Responsible to represent, review and approve Eagle Scout Leadership Service Project proposals for Scouts who are working on their "Trail to Eagle" on behalf of the District Advancement Committee for the Great Sauk Trail Council. Act as District Representative at Eagle Scout Project Review and Boards of Review for Scouts completing the rank of Eagle Scout. Scouts are required to complete all Eagle Scout rank advancement by their 18th birthday.

Church Vice President, Emmanuel Lutheran Church Council, Ypsilanti, MI
January 2009-Present
Responsible for overseeing the nomination of church board members, communicate Church Council information and activities to church members during services. Oversee the Audit Committee of church finances. Member of the Church Executive Committee

Scoutmaster and Assistant Scoutmaster, BSA Troop 290, Ypsilanti, MI
September 1998-August 2009
Responsible for overseeing all Troop operations including; planning of events and scout meetings, reviewing equipment needs, new scout recruitment and Cub Scout cross-over, coordinate Scout and adult training opportunities, calendar scheduling, coordinate fundraising, volunteer coordination and perform individual Scout conferences prior to advancing to the next rank. Assist Troop Leadership in overseeing all Troop operations including; planning events and scout meetings, equipment, training, scheduling, volunteer coordination, etc.

Property Committee Chair, Emmanuel Lutheran Church Council, Ypsilanti, MI
January 1995-December 1998
Responsible for overseeing overall building operations, reviewing contracts, coordinating volunteers for work-sessions; manage all property and building issues for the church. Responsible for reporting building and maintenance status to the Congregational Council and the Executive Committee

Nominating Committee Chair, Ann Arbor Flyers Flying Club, Ann Arbor, MI
September 1992-November 2004
Responsible for the nomination of members for various club board positions such as President, Vice President, Secretary, Treasurer and Flight Supervisor

EDUCATION:

Eastern Michigan University, Ypsilanti, Michigan
M.S. Mathematics and Computer Science, May 1994
Thesis: *Numerical Analysis Using Maple V*

Augustana College, Sioux Falls, South Dakota
B.A. Mathematics, Computer Science & Physics, May 1987

HONORS & ACHIEVEMENTS:

Eagle Scout, Boy Scouts of America, Troop 290, 1983
Instrument and Private Pilot Licenses (Land and Sea), 1991 & 1988
Amateur Radio License Novice Class 1988, General Class, 1990

MEMBERSHIPS & ORGANIZATIONS:

Aircraft Owners and Pilots Association. Ann Arbor Flyers Flying Club
Boy Scouts of America, Great Sauk Trail Council Advancement Committee
Boy Scouts of America, Troop 290 Scoutmaster and Eagle Scout Advisor

REFERENCES:

John M. Barr Sr. – Troop 290 Committee Chair
734-483-0839 – jbarr@barrlawfirm.com

Michael W. Gelletly – Troop 290 Charter Organizational Representative
734-483-5458

Pastor David Hendricks – Emmanuel Lutheran Church Pastor
734-482-7121 – prhendricks@provide.net

John Thomas – BSA Great Sauk Trail Advancement Committee
734-476-8333 – thomas.john237@gmail.com

David Gilmore – Ann Arbor Flyers Flying Club Acquisition Chair
734-944-7118

Statement by Eric Maes:
Hi Paul, sorry for the delay in getting back to you. Here are my thoughts about my goals while on the Board.

- Assist Friends of Rutherford Pool (Rebuild Team) to ensure that the new pool is built and operational by next spring.
- Generate a "needs" inventory of all city parks, to clarify where maintenance, improvements, or enhancements are required.
- Identify which "needs" are best handled by city personnel, and which are opportunities to encourage community spirit and involvement (e.g. Ypsi Pride, volunteer clean-up events, youth-group service projects).
- Develop and publish a guidebook on how community-based volunteer organizations can successfully improve the parks in compliance with city requirements.
- Strengthen collaborative bonds with recreation-related organizations in and around the City of Ypsilanti, such as Bike Ypsi, Friends of the Rutherford Pool, Ypsilanti Non-Motorized Transportation Advisory Committee, Friends of Border-to-Border Trail, and Washtenaw Walking & Biking Coalition, etc.

Thank you and I hope it works out for me to join the Recreation Board.

Eric

Resolution No. 2012198
September 18, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or two (2) members of Council.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE: