1. City Council Regular Meeting Agenda

   Documents: 11-12-12 FINAL SPECIAL AND ORGANIZATIONAL MEETING AGENDA.PDF

2. City Council Regular Meeting Packet

   Documents: 11-12-12 COUNCIL PACKET.PDF

**CITY OF YPSILANTI**
**SPECIAL AND ORGANIZATIONAL MEETING AGENDA**
**CITY COUNCIL CHAMBERS**
**ONE SOUTH HURON STREET, YPSILANTI, MI 48197**
**MONDAY, NOVEMBER 12, 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. APPROVAL OF AGENDA – Special Meeting**

**VI. PRESENTATION** -

Proclamation in recognition of Michael Bodary – Mayor Schreiber

**VII. AUDIENCE PARTICIPATION –**

**VIII. REMARKS BY THE MAYOR -**

**IX. MINUTES –**

Resolution No. 2012-233, approving minutes of October 16, 2012.

**X. CONSENT AGENDA –** Resolution No. 2012-234

1. Resolution No. 2012-235, approving the National Resources Trust Fund agreement for the Ypsilanti Heritage Bridge development.

2. Resolution No. 2012-236, approving the Master Plan and Zoning Ordinance revision contract with ENP & Associates.

3. Resolution No. 2012-237, approving Purchase of Service Agreement with Ann Arbor Transportation Authority (AATA) for July 1, 2012 through June 30, 2013.

4. Resolution No. 2012-238, authorizing the City Treasurer to levy and assess unpaid special assessments on the December 2012 tax roll.

**XI. RESOLUTIONS/MOTIONS/DISCUSSIONS** –

1. Resolution No. 2012-239, setting dangerous building show-cause hearing for 15 S. Washington.

2. Resolution No. 2012-240, setting dangerous building show-cause hearing for 875 Jefferson.

3. Resolution No. 2012-241, setting dangerous building show-cause hearing for 818 Monroe.

4. Resolution No. 2012-242, setting dangerous building show-cause hearing for 910 Monroe.

5. Resolution No. 2012-243, approving Intergovernmental Agreement with Ypsilanti Township for the reconstruction of Grove Road.

**XII. INAUGURATION CEREMONY –**

Administration of Oath of Office to newly elected members of Ypsilanti City Council.

Ward 1 – Lois Richardson
Ward 2 – Susan Moeller
Ward 3 – Peter Murdock

**XIII. INTRODUCATIONS –**

**XIV. AGENDA APPROVAL - Organizational Meeting**

**XV. CONSENT AGENDA –** Resolution No. 2012-244

1. Resolution No. 2012-245, adopting "ROBERT'S RULES OF ORDER, $10^{TH}$ EDITION".

2. Resolution No. 2012-246, setting the day, time and frequency of Council meetings.

3. Resolution No. 2012-247, approving the procedure for transaction of Council business.

4. Resolution No. 2012-248, approving procedure for audience participation during Council meeting.

5. Resolution No. 2012-249, naming an official newspaper of record.

6. Resolution No. 2012-250, setting meeting dates for 2013.

7. Resolution No. 2012-251, adopting the Council Protocol for City staff.

8. Resolution No. 2012-252, adopting policy for appointments to Boards and Commissions.

**XVI. NOMINATIONS FOR THE OFFICE OF MAYOR PRO-TEM -**

**XVII. COUNCIL PROPOSED BUSINESS –**

**XVIII. LIAISON REPORTS –**

**XIX. COMMUNICATIONS FROM THE CITY MANAGER –**

**XX. COMMUNICATIONS FROM THE MAYOR –**

Selection of Council Liaison to the following Boards and Commissions:

- SEMCOG, Member and Alternate
- Washtenaw Area Transportation Study (WATS)
- Washtenaw Avenue Corridor Improvement Project
- Washtenaw Metro Alliance
- Freight House
- Aerotropolis, Member and Alternate
- Recreation Commission

**XXI. AUDIENCE PARTICIPATION –**

**XXII. REMARKS BY THE MAYOR -**

**XXIII. ADJOURNMENT –**

A. Resolution No. 2012-253, adjourning the City Council Meeting.

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| Mayor Pro-Tem Richardson | P A | | |

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**XXI. AUDIENCE PARTICIPATION –**

**XXII. REMARKS BY THE MAYOR -**

**XXIII. ADJOURNMENT –**

A. Resolution No. 2012-253, adjourning the City Council Meeting.

**PROCLAMATION**

**WHEREAS,** the City of Ypsilanti wishes to acknowledge and pay tribute to exceptional individuals that greatly contribute to our community and quality of life; and

**WHEREAS,** Mr. Michael Bodary was born and raised in the city of Ypsilanti; and

**WHEREAS,** Mr. Bodary graduated from Ypsilanti Roosevelt High and holds a BBA from Cleary College; and

**WHEREAS,** Mr. Bodary volunteers as a counselor for the S.O.S. Community Crisis Center, served as president of the Michigan Collegiate Soccer Referee's Association, and sings baritone for the male vocal group *Measure for Measure*; and

**WHEREAS,** Mr. Bodary become politically active during the 2007 city income tax campaign and successfully ran for Ward 2 city council in 2008; and

**WHEREAS,** Mr. Bodary honorably served on Ypsilanti City Council for four years and advocated for fiscal responsibility, funding for bus service, and represented the city at the Millennial Mayors Congress;

**NOW, THEREFORE, I, PAUL T. SCHREIBER, MAYOR** of the City of Ypsilanti, on behalf of the City Council, do hereby acknowledge and thank Michael Bodary for his service to the citizens of the City of Ypsilanti.

Given under my hand and seal of the
City of Ypsilanti

Paul T. Schreiber
Mayor

Resolution No. 2012 – 233
November 12, 2012

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That the Minutes of October 16, 2012 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Draft

**CITY OF YPSILANTI**
**COUNCIL MEETING MINUTES**
**CITY COUNCIL CHAMBERS - ONE SOUTH HURON ST.**
**YPSILANTI, MI 48197**
**TUESDAY, OCTOBER 16, 2012**
**7:00 P.M.**

## I. CALL TO ORDER

The meeting was called to order at 7:06 p.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 Gillian Reams, Michigan Suburbs Alliance; Lisa Wozniak, League of Conservation Voters; Lana Vacha, Detroit HUD Office; Willie Garrett, Detroit HUD Office; Eric Temple, YHC Interim Director; Leigh Greden, EMU Executive Director of Government/Community Relations; Shoshana DeMaria, NAACP President; Tabitha Boone, YHC Board Nominee; Jeff Castro, YCUA Interim Director and Ariel Moore, YHC Board Nominee

## VI. AGENDA APPROVAL

Mayor Schreiber asked Council to reconsider the vote for the resolution to approve David Kabat to the YDDA and said the previous vote failed because 5 affirmative votes were needed.

Council Member Murdock moved, supported by Mayor Pro-Tem Richardson to reconsider the resolution appointing David Kabat to the YDDA.

On a voice vote, the motion carried and the item was placed under Motions/Resolutions/Discussions.

## VII. PRESENTATIONS

1. Proposal 12-3**:** A Proposal to Amend the State Constitution to Establish a Standard for Renewable Energy - Liz Wozniak, League of Conservation Voters and Gillian Ream, Michigan Suburbs Alliance

2. Ypsilanti Housing Commission Recovery Plan – Willie Garrett, Director, Office of Public Housing – Detroit Field Office

## VIII. AUDIENCE PARTICIPATION

1. Ariel Moore, YHC candidate, explained she has a background in finance and a MBA from the University of Michigan. She said she feels an appointment to the YHC would be an opportunity to create transparent systems while promoting clean, safe affordable housing.

2. Tabatha Boone, YHC resident candidate, said she is interested in working with the YHC and moving it forward. She said she has experience working with families through the Student Advocacy Center at Washtenaw Community College and currently serves on the tenant council promoting excellency in parenting.

3. Shoshanna DeMaria, NAACP President, thanked City Council for addressing the issue with Brandy's Party Store and she said feels the outcome has been positive. She asked City Council to continue to work with Brandy's to make sure that the business remains valuable to the city and has no problems. She announced the NAACP will host a Freedom Weekend on October 17th and encouraged Council to purchase an ad and a table.

4. Lee Tooson said a lot of lies were told at the hearings regarding Brandy's Party Store. He said Brandy's is no uglier than City Council.

5. Lisa Wozniak thanked City Council for their support on the Rutherford Pool efforts. She said it has been a rough campaign and battle to save it.

## IX. REMARKS BY THE MAYOR

Regarding Brandy's Party Store, Mayor Schreiber stated that the federal law brought the charges against Brandy's. He said he feels Brandy's was treated fairly by the Michigan Liquor Control Commission (MLCC) and he doesn't mind the store reopening but prefers it reopen without a liquor license.

## X. MINUTES

Resolution No. 2012-218A, approving the minutes of October 2, 2012.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**That the Minutes of October 2, 2012 be approved.**

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

The following changes were made to the minutes:

- Page 13 – The vote was changed to "failed" for Resolution No. 2012-218
- Page 14 – Jefferson Street was changed to Harriett Street in comments made by Council Member Jefferson under Council Proposed Business)

On a voice vote the minutes were approved.

## XI. CONSENT AGENDA

Resolution No. 2012-219

1. Resolution No. 2012-220, authorizing the Human Resources Department to retain Basic to provide the Flexible Spending Account to City employees for the calendar year of January 1, 2013 through December 31, 2013.

   **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 its Cafeteria Plan under Section 125 of the Internal Revenue Code of 1986, as amended, and**

   **WHEREAS, the City Council acknowledges and does hereby declare the intention of Basic to continue the Flexible Spending Account, but reserves the right to terminate or amend the Plan at any time with Basic; and**

   **RESOLVED, that the Human Resources Department of the City of Ypsilanti will make this benefit known to all City employees and provide them with contact information to enroll in this supplemental benefit.**

   **NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council authorizes the Human Resources Department to retain Basic to provide the Flexible Spending Account to City employees for the calendar year of January 1, 2013 through December 31, 2013.**

2. Resolution No. 2012-221, approving an ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates in the City of Ypsilanti. ***(Second Reading)***

   **RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

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

3. Resolution No. 2012-222, approving an ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinance to increase sewage disposal service rates in the City of Ypsilanti. ***(Second Reading)***

   **RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

   **That the proposed ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to increase sewage disposal service rates within the City of Ypsilanti, be approved on Second and Final Reading.**

4. Resolution No. 2012-223, approving the Memorandum of Understanding (MOU) between the City of Ypsilanti and Eastern Michigan University regarding Ainsley Street and authorizing the Mayor and City Clerk to sign all necessary documents.

   **RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

   **Whereas, the current barricade on Ainsley Street prevents public safety and public service vehicles from accessing the area; and**

**Whereas, Eastern Michigan University has invested significant money and time to improve the Fletcher School area, and has requested limited access for certain university vehicles through Ainsley Street to connect EMU's eastern and western campuses; and**

**Whereas, without the proposed MOU, EMU may build a private road behind Fletcher School, which would disturb trees reduce parkland currently used by the residents of Ainsley and Louisa Streets, and**

**Whereas, three public meetings were held with affected residents over a two year period of time, and**

**Whereas, the design and details proposed in the MOU reflect, almost in their entirety, ideas from the affected residents, and**

**Whereas, the proposed design will improve the aesthetics on Ainsley Street by removing an unsightly barricade, and will reduce illegal use of the road by reducing the opportunity for vehicles to bypass the new gate, and**

**Whereas, all of the design and construction associated with this project will occur on EMU property and will be paid for by EMU, at no cost to City taxpayers, and**

**Whereas, it is very important that the City of Ypsilanti and Eastern Michigan University cooperate and support each other on projects such as this one that are in the best interest of both entities.**

**NOW THEREFORE BE IT RESOLVED THAT the City approves the attached Memorandum of Understanding (MOU) regarding Ainsley Street between The City of Ypsilanti and Eastern Michigan University dated 10-16-2012; and**

**That the Mayor and City Clerk are authorized to sign the necessary document, subject to approval by the City Attorney, to allow this work to proceed within the terms and conditions stated in the attached MOU.**

OFFERED BY: Council Member Murdock
SUPPORTED BY: Council Member Bodary

On a voice vote, the motion to approve Resolution No. 2012-219 (Consent Agenda) carried unanimously.

## XII. RESOLUTIONS/MOTIONS/DISCUSSIONS

1. Resolution No. 2012-199, approving the YHC Recovery Agreement***. (Vote to reconsider approved October 2, 2012.)***

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**THAT the Recovery Agreement and Action Plan between Ypsilanti Housing Commission, the Unites States Department of Housing and**

**Urban Development and the City of Ypsilanti be approved with the following additions:**

1. **Add additional language to Section GO01c of the Action Plan: *"And the evaluations be submitted to City Council when completed".***

2. **Add Section XXV to Recovery Agreement and also GO05:**
   ***"That all reports and communications referenced in or pertaining to this agreement and recovery plan by HUD or the Ypsilanti Housing Commission be simultaneously sent to the Ypsilanti City Clerk for distribution to City Council."***

3. **Add Section I(a) to the Recovery Agreement and GO06 to the Action Plan with an initial report date of 12/18/2012 stating:**
   ***"HUD, the Ypsilanti Housing Commission and the City of Ypsilanti will explore with Washtenaw County, the City of Ann Arbor and others the feasibility of a regional Housing Entity"***

4. **Add to Action Plan: *"Submission of a chronology timeline of the Section 8 financials from 2007 to present."***

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

Council Member Jefferson requested that the additional language was added to the original resolution be added.

Council Member Bodary expressed frustration that City Council is unable to do anything.

Mr. Garrett indicated that the Mayor can appoint a liaison to the YHC to be at the meetings.

Council Member Vogt asked if the resolution as amended create any barriers for HUD.

Mr. Garrett answered no and said the amendments will not be placed in the agreement. He said the Mayor would have to make sure that Council's amendments were carried out.

On roll call, the vote to approve Resolution No. 2012-199 was as follows:

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

VOTE:

Yes: 4 No: 3 (Bodary, Murdock, Robb) Absent: 0 Vote: Carried

2. Resolution No. 2012-224, amending Resolution No. 2009-119 to reduce the membership size of the joint YDDA Board.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**That Resolution No. 2009-119 of June 16, 2009 be amended to change the membership size of the joint Ypsilanti Downtown Development Authority (YDDA) board membership to 10 members plus the Mayor from 12 members plus the Mayor.**

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

Council Member Bodary said reducing the size to 8 is not favorable but 10 including the Mayor is more manageable because the Board could still have a quorum when members go on vacation, etc. He said he will support the resolution.

Council Member Vogt echoed the comments of Council Member Bodary and said dedication and interest is key. He said he doesn't feel reducing the size will be detrimental to the YDDA so he will support the resolution.

Mayor Schreiber said he is voting against the resolution because he feels the larger the YDDA the better. He said there are issues of diversity, race and age and they can be addressed with a larger Board rather than a smaller one.

Council Member Robb pointed out that 30% of the Board can be changed by the Mayor, however his inactivity has created a lop-sided Board.

On a roll call, the vote to approve Resolution No. 2012-224 was as follows:

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

VOTE:

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

3. Resolution No. 2012-225, approving appointment to YDDA.

**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** |
|---|---|---|
| | **YDDA** | |
| **Regan L. Parker (resident member replacing Dawn Gendich)**<br>**124 W. Michigan Ave, #203**<br>**Ypsilanti, Michigan 48197** | | **7/7/2015** |

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

On a roll call, the vote approve Resolution No. 2012-225 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 | Yes | | |

VOTE:

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

4. Resolution No. 2012-226, supporting the merger of the Ypsilanti and Willow Run Public Schools.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**WHEREAS, public education is a fundamental right of every child in our community and is of the utmost importance to the health, well being, vibrancy and prosperity of our city; and**

**WHEREAS, students should have a quality education that prepares them to lead successful and productive lives; and**

**WHEREAS, Willow Run Community Schools and the School District of Ypsilanti are deficit districts and they are experiencing severe economic challenges which impacts academic programs; and**

**WHEREAS, each district is faced with significant achievement deficiencies with many students unprepared to succeed in college and careers; and**

**WHEREAS, the boards of education have voted to place the question of consolidation on the November 6, 2012 ballot; and**

**WHEREAS, the unification of these two districts represents a unique opportunity to create a "cradle to career" educational model that is designed to ensure a strong and successful public education system; and**

**WHEREAS, the two ballot proposals, if approved, will maintain the current level of taxes; now**

**THEREFORE, be it resolved that the Ypsilanti City Council supports the effort to consolidate the two districts; and**

**BE IT FURTHER RESOLVED this support includes the second proposal on the ballot which allows the new district to levy the 18 mills non-homestead property tax millage as currently levied by the independent districts in order to receive full funding on a per student basis.**

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

Council Member Robb said he feels the resolution is beyond City Council's scope and they should just let the people vote on it as they wish. He said he feels Council should not be commenting on ballot initiatives wither and suggested the resolution be tabled.

Council Member Robb moved, supported by Council Member Murdock to table Resolution No. 2012-226.

On a roll call, the vote to table was as follows:

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

VOTE:

Yes: 2 (Robb, Murdock) No: 5 Absent: 0 Vote: Failed

Council Member Bodary said he doesn't have a problem supporting the resolution.

Council Member Vogt said he is torn individually but he will support the issue as a voter. He said he feels it is appropriate for City Council to make a recommendation on the issue since we are partners with the school district. He said he will support the resolution.

Mayor Schreiber said this is a local issue and City Council should make a recommendation. He said he supports the merger begrudgingly because the State is not providing adequate funding for schools or cities. He said if there is no consolidation the emergency manager is coming and we don't want that to happen.

On a roll call, the vote to approve Resolution No. 2012-226 was as follows:

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

VOTE:

Yes: 5 No: 2 (Robb, Murdock) Absent: 0 Vote: Carried

Council Member Murdock moved, supported by Mayor Pro-Tem Richardson to reconsider Resolution No. 2012-228.

On a roll call, the vote to reconsider Resolution No. 2012-228 was as follows:

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

VOTE:

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

5. Resolution No. 2012-228, appointing David Kabat to the YDDA.

**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 |
|---|---|---|
| **David Kabat**<br>**7257 Glacier Pointe Drive**<br>**Ypsilanti, Michigan 48197** | **YDDA** | **7/7/2014** |

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

On a roll call, the vote to approve Resolution No. 2012-228 appointing David Kabat to the YDDA was as follows:

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

**XIII. LIASON REPORTS**

A. SEMCOG Update
B. Washtenaw Area Transportation Study
C. Washtenaw Metro Alliance
D. Washtenaw County Land Bank Authority
E. Washtenaw Urban County
F. Freight House

**XVI. COUNCIL PROPOSED BUSINESS**

**XV. COMMUNICATIONS FROM THE MAYOR**

**Nominations:**

**Human Relations Commission**
Arika Lycan (reappointment)
226 W. Michigan #2
Ypsilanti, MI 48197
Term Expires: 11/1/2015

**Human Relations Commission**
John Shuler (reappointment)
316 E. Forest
Ypsilanti, MI 48198
Term Expires: 11/1/2015

**Ypsilanti Community Utilities Authority**
Andrew Cameron (reappointment)
1313 W. Cross
Ypsilanti, MI 48197
Term Expires: 12/1/2015

**Ypsilanti Housing Commission**
Tabitha Boone (resident commissioner)
951 Madison
Ypsilanti, MI 48197
Term Expires: 10/21/2016

**Ypsilanti Housing Commission**
Ariel Moore (new appointment)
1 Oakwood
Ypsilanti, MI 48197
Term Expires: 12/31/2012

## XVI. COMMUNICATIONS FROM THE CITY MANAGER

## XVII. AUDIENCE PARTICIPATION

## XVIII. REMARKS FROM THE MAYOR

## XIX. ADJOURNMENT

Resolution No. 2012-227, 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:
SUPPORTED BY:

On a voice vote the motion carried and the meeting adjourned at 9:16 p.m.

Resolution No. 2012 – 234
November 12, 2012

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI,**

That the following items be approved:

1. Resolution No. 2012-235, approving the National Resources Trust Fund agreement for the Ypsilanti Heritage Bridge development.

2. Resolution No. 2012-236, approving the Master Plan and Zoning Ordinance revision contract with ENP & Associates.

3. Resolution No. 2012-237, approving Purchase of Service Agreement with Ann Arbor Transportation Authority (AATA) for July 1, 2012 through June 30, 2013.

4. Resolution No. 2012-238, authorizing the City Treasurer to levy and assess unpaid special assessments on the December 2012 tax roll.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
November 12, 2012

From: Teresa Gillotti, Planner II

Subject: Heritage Bridge Agreement, Michigan National Resources Trust Fund grant

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SUMMARY & BACKGROUND:
In cooperation with Washtenaw County Parks and Recreation Commission and with contribution from the Ypsilanti Downtown Development Authority, the City of Ypsilanti successfully applied for and received a 2011 grant from the Michigan Natural Resources Trust Fund to construct a pedestrian bridge connecting Riverside Park and the Water Street Redevelopment Area.

As was discussed at the June 5, 2012 meeting, the original intent was for the pedestrian bridge to cross under Michigan Avenue. Subsequent review by the MDEQ and MDOT have determined that this route would not be approved. City and WCPRC commission staff have regrouped and have approval from the MDNR to pursue the bridge crossing from Riverside Park to a corner of the Fischer Honda dealership. A midblock at-grade pedestrian crossing, with the potential for a HAWK or other signalization would link to the continuation of the path to a fishing pier along the Huron River on the Water Street property (see attached design).

WCPRC is working with the property owner at Fischer on an access agreement, but will not be able to proceed with a formal agreement with the property until the design is complete. WCPRC will be working with Mannik & Smith Group on the bridge design in conjunction with City staff. The cost for design services including development of bid documents will be paid for out of WCPRC committed cash match ($275,000). As well, the DDA has committed $25,000 to the project.

**Natural Resources Trust Fund Grant**
The City applied for and received a 2011 Natural Resources Trust Fund Grant in the amount not to exceed $289,400 for the development of the Heritage Pedestrian Bridge 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 bridge and related trail, 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 $300,000 is required for the grant, and any additional costs would be incurred locally. The construction project discussed in the grant is the construction of the bridge, related abutments accessible fishing pier,

interpretive signage and kiosk. The grant is a reimbursement grant to be administered by the City of Ypsilanti.

RECOMMENDED ACTION: Approval

ATTACHMENTS:

- Pedestrian bridge design
- Bob Tetens letter
- NRTF agreement between City and State of Michigan Department of Natural Resources
- Resolution – NRTF contract

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CITY MANAGER APPROVAL: COUNCIL AGENDA DATE: 11-12-12

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL:

Resolution No. 2012 -235
November 12, 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 $300,000) 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.

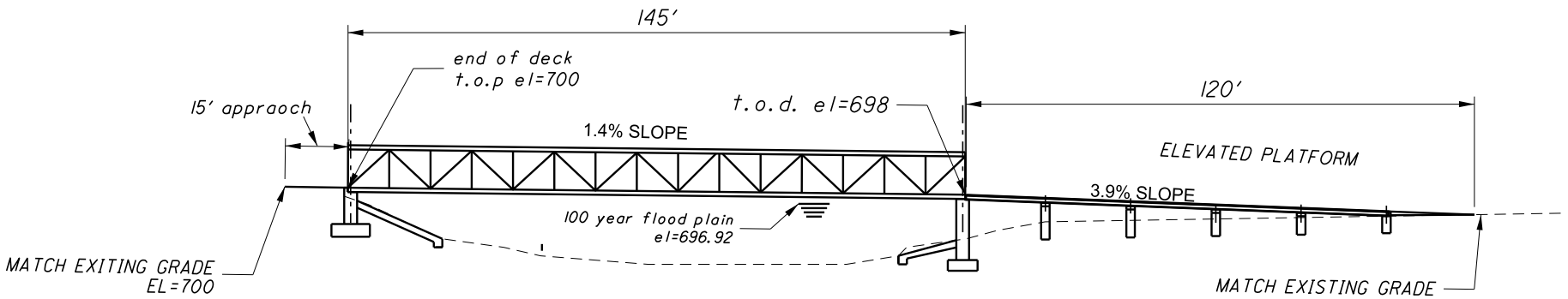
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approves the attached contract with State of Michigan Department of Natural Resources for the development of the Ypsilanti Heritage Bridge.

OFFERED BY:_____

SUPPORTED BY:_____

YES: NO: ABSENT: VOTE:




PROFILE

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| NO. | DATE | BY | DESCRIPTION |
|---|---|---|---|
| 1 | 7/20/12 | CWZ | CONCEPT PLAN |

The Mannik & Smith Group, Inc.
Civil Engineering, Surveying and Environmental Consulting

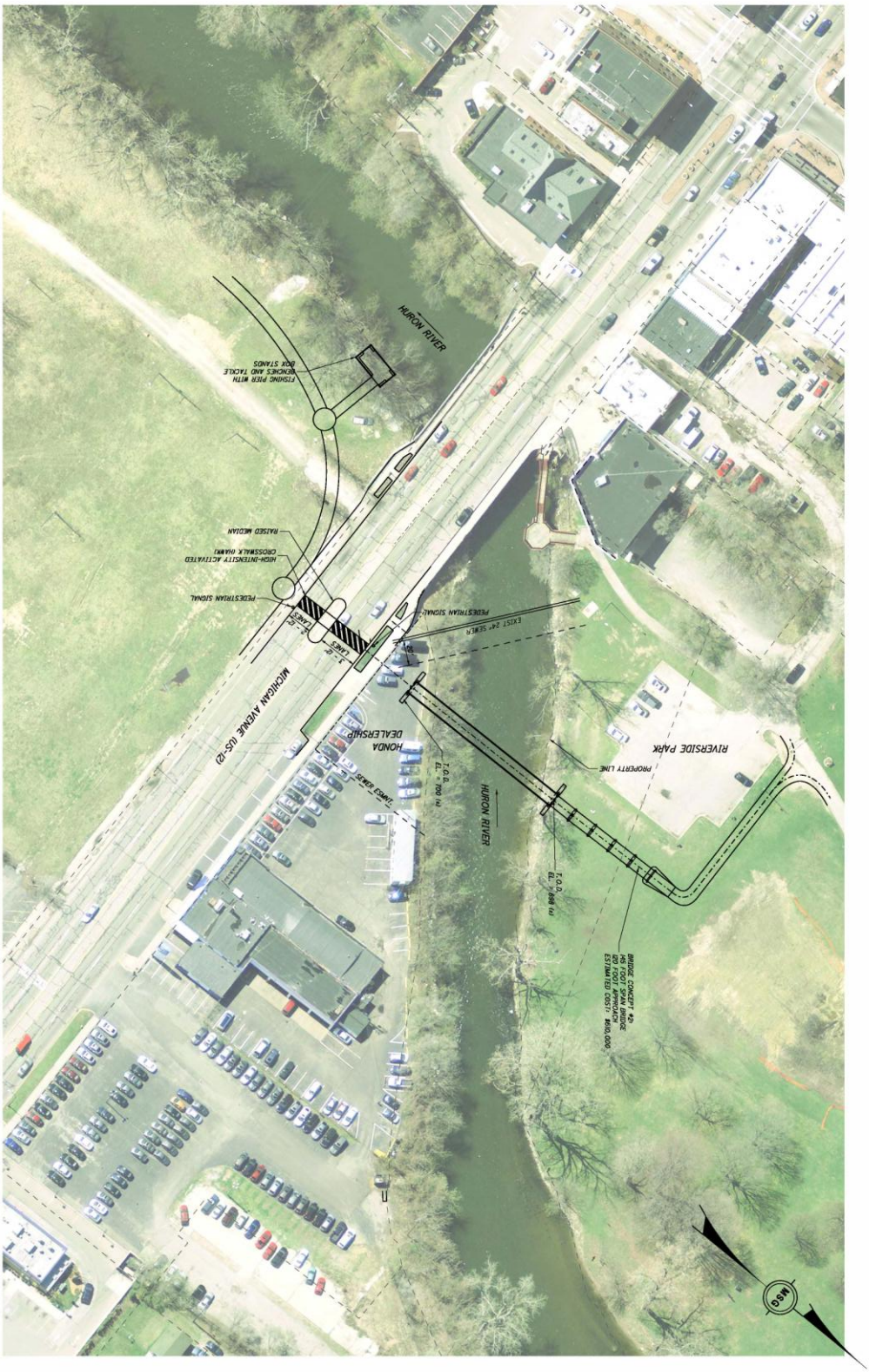
CLIENT
WASHTENAW COUNTY
PARKS & RECREATION

PROJECT
Ypsilanti Heritage Bridge
MNRTF grant application 11-120

BRIDGE CONCEPTS

C12
C10

W:\Projects\Projects U-Z\WASP0059\CAD\WASP0059.BridgeConcept_2_18JUL12.dgn 7/24/2012




SITUATION PLAN

| C12/C10 | BRIDGE CONCEPTS | PROJECT: Ypsilanti Heritage Bridge MNRTF grant application 11-120 | CLIENT: WASHTENAW COUNTY PARKS & RECREATION | The Mannik & Smith Group, Inc. Civil Engineering, Surveying and Environmental Consulting |
|---|---|---|---|---|

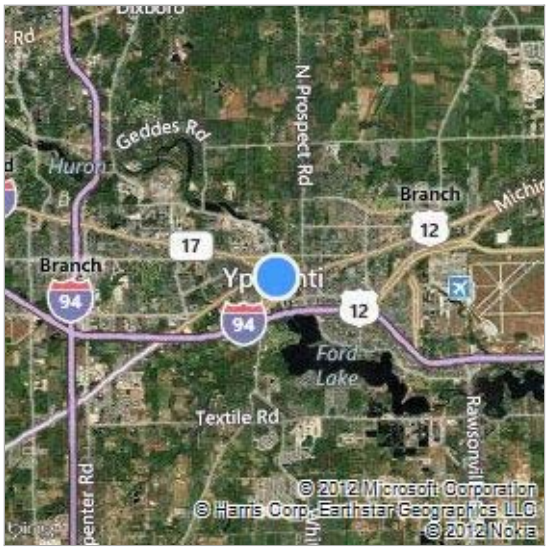
| NO. | DATE | BY | DESCRIPTION |
|---|---|---|---|
| 1 | 7/20/12 | CMZ | CONCEPT PLAN |

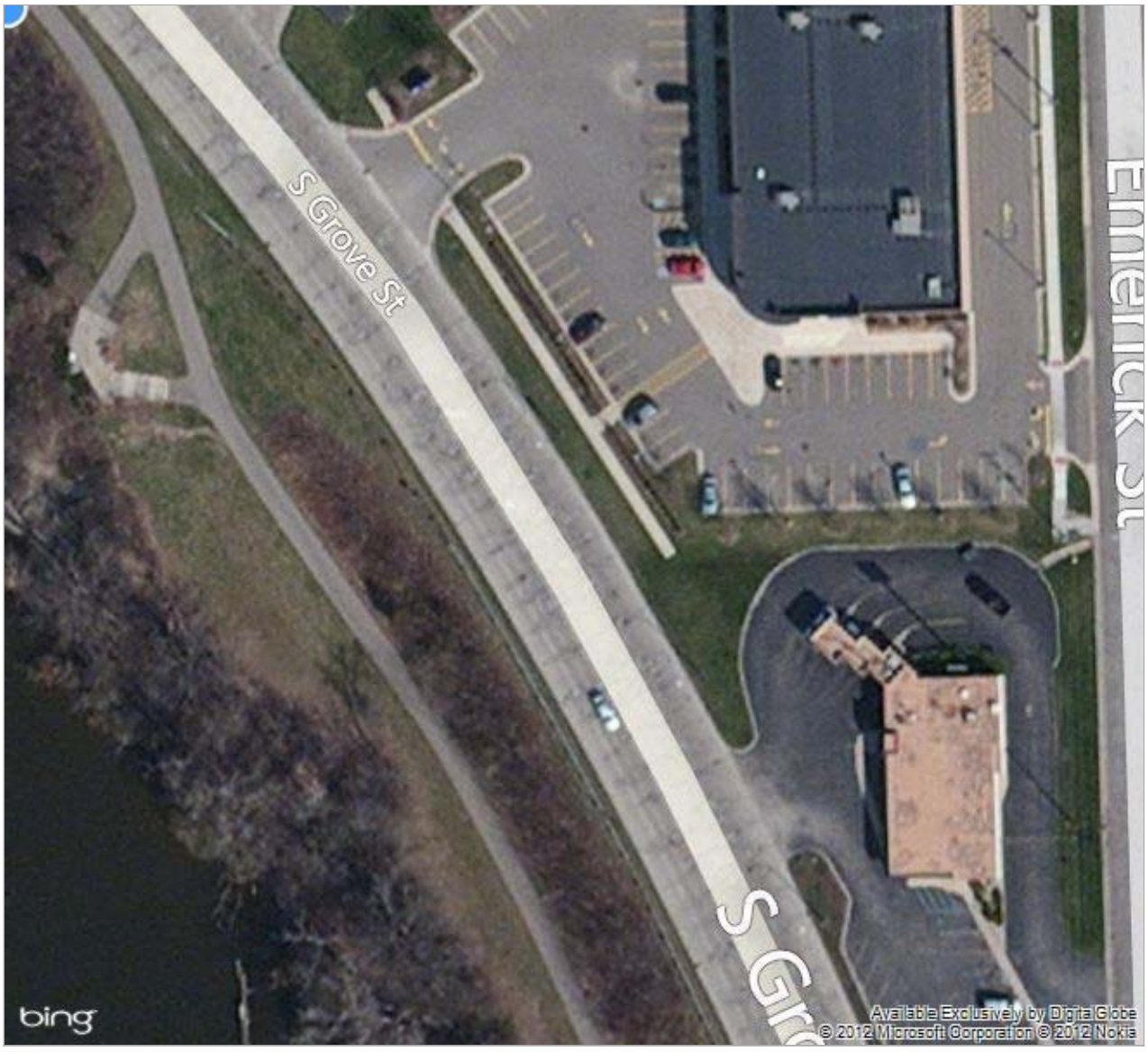
bing Maps

**Ypsilanti, MI**

Sample of existing pavement conditions

On the go? Use **m.bing.com** to find maps, directions, businesses, and more




Bird's eye view maps can't be printed, so another map view has been substituted.

**Washtenaw County Parks and Recreation Commission**

# MEMORANDUM

To: Ralph Lange, City Manager

From: Robert Tetens, Director

Date: November 8, 2012

Re: Heritage Bridge Design and Coordination with the Honda Dealership

The Washtenaw County Parks & Recreation Commission (WCPARC) staff continues to make progress on the re-design of the proposed Heritage Pedestrian Bridge project that was awarded a Michigan Natural Resources Trust Fund (MNRTF) grant in December 2011. In coordination with the City of Ypsilanti, WCPARC hired the Mannik & Smith Group to develop alternative design concepts in order to satisfy the concerns of the MDEQ (regarding flood water obstructions) and MDOT (regarding scouring of the Michigan Avenue Bridge).

The new bridge option, currently under consideration by MNRTF staff, will span the Huron River north of the existing Michigan Avenue road bridge from Riverside Park (west) to a location on the north side of Michigan Avenue on property owned by the Honda Dealership (east bank). The owner of the Honda Dealership, Rick Fischer, has been very accommodating of the proposal and recently allowed soil borings to be conducted on his site to determine the load bearing capacity and to facilitate the design of the bridge abutments. Further, Mr. Fischer has tentatively agreed to grant an easement for construction of the bridge and permanent pedestrian access across the corner of his property. Once a final design is completed for the bridge abutments, an accurate property survey and easement description will be possible.

WCPARC will continue to coordinate with the City and the adjacent Honda Dealership on the following next steps:

(a) design drawings and a project cost estimate
(b) complete hydraulic analysis
(c) secure necessary easements
(d) construction documents & permits/approvals

We are eager to continue our partnership with the City of Ypsilanti on this exciting Border-to-Border Trail project.

Washtenaw County Parks and Recreation Commission
2230 Platt Rd / P.O. Box 8645
Ann Arbor, MI 48107-8645

Tel: (734) 971-6337
Fax: (734) 971-6386
parks.ewashtenaw.org

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING

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: TF11-120, Ypsilanti Heritage Bridge Development

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 NATURAL RESOURCES TRUST FUND

# DEVELOPMENT PROJECT AGREEMENT

**Project Number: TF11-120**

**Project Title: Ypsilanti Heritage Bridge Development**

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 **TF11-120** (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.

| | |
|---|---|
| Single-Span Steel Bridge | Site Work and Landscape Restoration |
| Concrete Abutments | Accessible Trail |
| Accessible Fishing Pier | Interpretive Signage and Kiosk |
| Bridge Installation | Permit Fees |
| Coffer Dams | MNRTF Sign |

6. The DEPARTMENT agrees as follows:

a. To grant to the GRANTEE a sum of money equal to **Forty-Nine (49%) percent of Five Hundred Eighty-Nine Thousand Four Hundred ($589,400.00) dollars,** which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Two Hundred Eighty-Nine Thousand Four Hundred ($289,400.00) 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 **Forty-Nine (49%) 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 **Three Hundred Thousand ($300,000.00) dollars** in local match. This sum represents **Fifty-One (51%) 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: WITNESSED BY:

By _____ 1) _____

Print Name: _____

Title: _____ 2) _____

_____

Date: _____

Grantee's Federal ID#

_____

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

SIGNED: WITNESSED BY:

By _____ 1) _____
Steven J. DeBrabander

Title: Manager, Grants Management 2) _____

Date: _____

# APPENDIX A

# LEGAL DESCRIPTION OF THE PROJECT AREA

# APPENDIX B

# BOUNDARY MAP OF THE PROJECT AREA

# APPENDIX C

## RECREATION GRANT APPLICATION TF11-120

(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 #: TF11-120 | Project Title: Ypsilanti Heritage Bridge Development | | | 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 Single-span steel bridge | | | | |
| 2 Concrete abutments | | | | |
| 3 Accessible fishing pier | | | | |
| 4 Bridge installation | | | | |
| 5 Coffer dams | | | | |
| 6 Site work and landscape restoration | | | | |
| 7 Accessible trail | | | | |
| 8 Interpretive signage and kiosk | | | | |
| 9 Permit fees | | | | |
| 10 MNRTF sign | | | | |

* 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 # TF11-120 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**

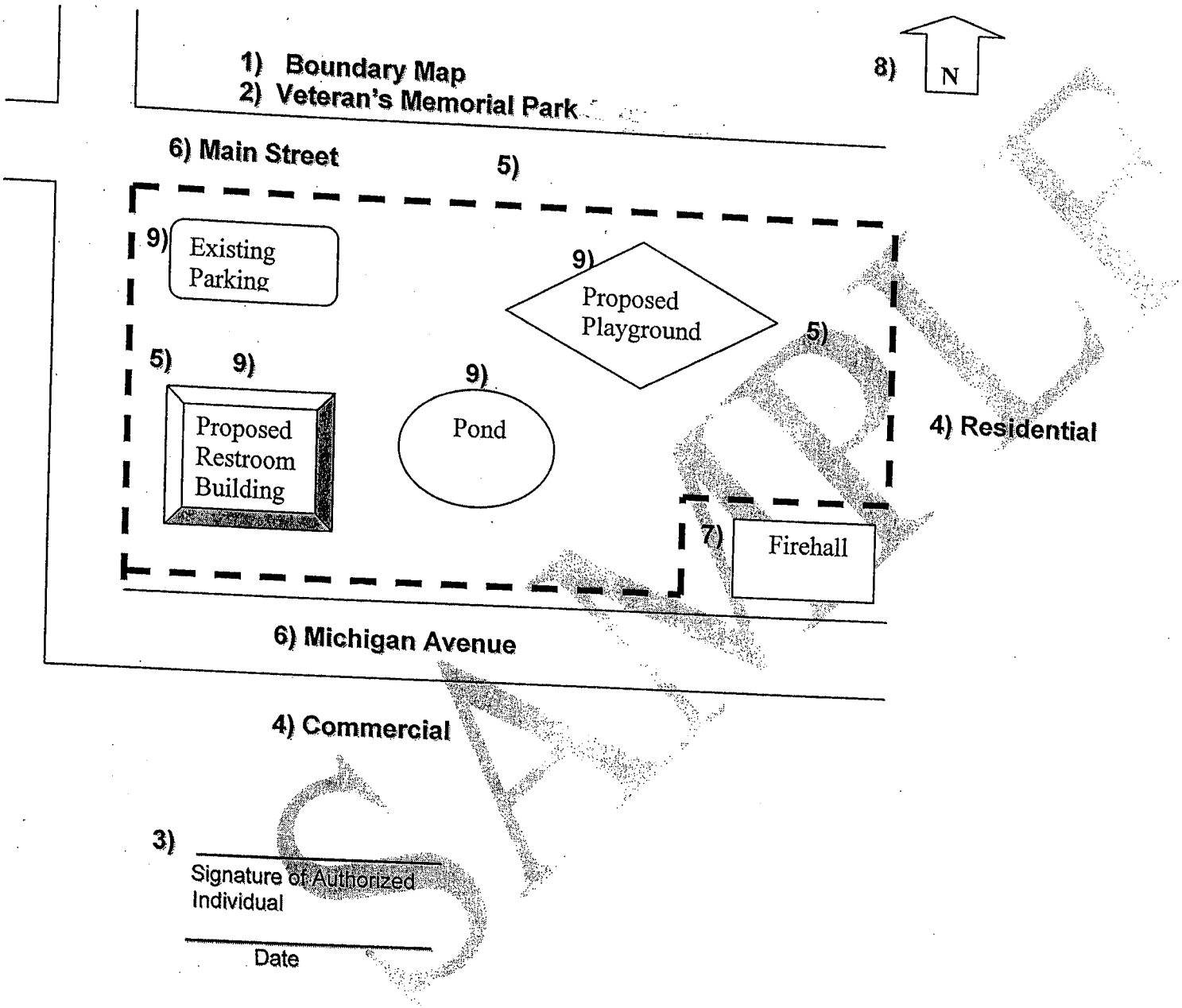
- ☐ **Partial Scope**
- ☐ **Complete Scope**
- ☐ **Includes Changes to Project Scope-- Approved as of:**_____
- ☐ **Package Complete**
- ☐ **Project Agreement Executed**
- ☐ **Includes Changes to Project Scope-- Requires Project Agreement Amendment**

**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?

10. 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- 236
Nov. 12, 2012

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, The Ypsilanti City Council has repeatedly identified the need to revise the City's Master Plan and zoning ordinance; and

WHEREAS, Washtenaw County, in cooperation with the City, applied for and received the HUD Community Challenge grant with $180,000 designated for the City of Ypsilanti to revise the Master Plan and zoning ordinance; and

WHEREAS: the city has undergone a formal RFP process; and

WHEREAS the Planning Commission has unanimously recommended ENP & Associates to coordinate the Master Plan and Zoning ordinance revision process;

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approve the attached contract between the City of Ypsilanti and ENP & Associates for development of Master Plan and zoning ordinance revision over 18 months; and

FURTHER, that the Mayor and City Clerk are authorized to sign the contract to approval by the City Attorney

OFFERED BY:_____

SUPPORTED BY:_____

YES: NO: ABSENT: VOTE:

CONTRACT FOR PROFESSIONAL SERVICES
FOR YPSILANTI MASTER PLAN REVISON
**CITY AND ENP & ASSOCIATES**

This Agreement is made this _____ day of November, 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 ENP & Associates, a Michigan corporation of 701 Main Street, St. Joseph, MI 49085, referred to as "CONTRACTOR," agree as follows:

WHEREAS the CITY is desirous of obtaining services to aid the CITY in the study and revision of the city Master Plan and zoning ordinance (the Project) and the CONTRACTOR desires to provide such services as set forth in City's Request for Proposal hereinafter referred to as "RFP", and Contractor's bid proposal and work plan dated _____ (Proposal), now therefore:

**IT IS AGREED AS FOLLOWS:**

1. Contractor warrants that Contractor and all associates and sub-contractors have the required skill and training to do the work required for the Project, and that Contractor shall provide services for the Project as set forth in City's RFP, and Contractor's Bid Proposal and furnish a complete master plan and zoning ordinance.

2. Work shall begin immediately and be completed not later than July 31, 2014.

3. City shall pay Contractor according to the schedule set forth in the attached Exhibit A.

4. All final documents, drawings and images prepared by CONTRACTOR pursuant to this Agreement shall be the property of the City. This paragraph survives termination of this contract.

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

6. The Contractor shall work at the direction of the City of Ypsilanti Planning Commission and staff. The Contractor retains the sole right to control or direct the manner in which the services described herein are to be performed. Subject to the foregoing, the City retains the right to inspect, to stop work, to prescribe alterations and generally to supervise the work to ensure its conformity

7. The parties understand and agree that the CITY may terminate this Contract at any time with ten days notice. In such event the CONTRACTOR will be compensated for work already completed. This contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.

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

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

In the presence of:

A&M SERVICES, INC.

_____ BY: _____
CONTRACTOR

_____

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

Attachments:
Request for Proposal
Bid Proposal and work plan
Contract Addendum

# ADDENDUM TO AGREEMENT FOR SERVICES

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal Home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197, referred to as "CITY", and ENP & ASSOCIATES, of 701 Main Street, St. Joseph, MI 49085, a Michigan corporation, referred to as "CONTRACTOR."

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Insurance.

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

b. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by

registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

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

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

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

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

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

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

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

| | | | |
|---|---|---|---|
| YES _x___ | NO ____ | 1) | Comprehensive General Liability |
| YES _x___ | NO ____ | 2) | Automobile Liability |
| YES ____ | NO __x__ | 3) | Owners Contractors Protective Liability |

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

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

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

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

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

(4) Owners and Contractors. The CONTRACTOR shall provide the original and duplicate policy of insurance to the City Manager. This insurance contract shall name the CITY as the insured and remain in effect until the contract is accepted by the CITY.

The insurance shall provide minimum limits of liability per occurrence of $500,000. Combined Single Limit. Said insurance shall provide that the term "Owner" or CITY shall be deemed to include all authorities, boards, bureaus, commissions, divisions, departments, districts and offices of the CITY and the individual members, employees and agents thereof in their official capacities.

**(5) Deleted**

(6) Professional Services. CONTRACTOR shall provide professional liabilities (errors and omissions) insurance, with minimum limits of $1 Million each occurrence.

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

(8) 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.

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

h. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due

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

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

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

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

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

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

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

17. **Permits**. Deleted

18. Davis-Bacon Act. Pursuant to the Davis-Bacon Act (Title 29, 40 UCS Section 276A-276A-5), the rates of wages paid to employees of the CONTRACTOR on this work shall be no less than the prevailing wages for this locality to all class of workers employed by the CONTRACTOR on this improvement, as set forth in the Code and Act.

19. Improvement of Real Property or Performing Management Construction Services. In the event the contract provides for improvement of real property or performing management construction services as provided in MCLA 125.1591, the following provisions apply:

(A) A contract between CONTRACTOR and the CITY for an improvement as provided above shall contain the following provisions:

(a) That if a CONTRACTOR discovers one or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the CITY of the physical condition in writing:

(i) A subsurface or a latent physical condition at the site is differing materially from those indicated in the improvement contract.

(ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.

(b) That if the CITY receives a notice under subdivision (A), the CITY shall promptly investigate the physical condition.

(c) That if the CITY determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the CITY's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.

(d) That the CONTRACTOR cannot make a claim for additional costs or time because of a physical condition unless the CONTRACTOR has complied

with the notice requirements of subdivision (A). The CITY may extend the time required for notice under subdivision (A).

(e) The CONTRACTOR cannot make a claim for an adjustment under the contract after the CONTRACTOR has received the final payment under the contract.

(B) If the CONTRACTOR does not agree with the CITY's determination, with the CITY's consent the CONTRACTOR may complete performance on the contract.

(C) At the option of the CITY, the CONTRACTOR and the CITY shall arbitrate the CONTRACTOR's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

20. Living Wage.

A. (1) If this contract involves $25,000, or more, Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance No. 892 (The Ordinance) and City Code Section 2-298(8); and

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

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

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

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

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

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

23. American's With Disabilities Act Compliance. If this contract alters or resurfaces any streets, intersections, sidewalks, or curb ramps, CONTRACTOR shall ensure that each portion of the project, to the maximum extent feasible, shall be altered in such manner that the altered portion of the facility is readily accessible to and usable by

individuals with disabilities. Each project shall comply with the American's With Disabilities Act requirements, including 28 C.F.R. §§ 35.151(b),(c),(e)(1) and (e)(2) and 28 C.F.R. Part 36, App. A, the ADAAG.

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

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

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

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

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

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

In the presence of:

_____

_____

ENP & ASSOCIATES

_____
CONTRACTOR

CITY OF YPSILANTI, a Michigan Municipal Home-rule City

_____ BY: _____
Paul Schreiber, Mayor

_____ BY: _____
Frances McMullen, City Clerk

APPROVED AS TO FORM:

_____

JOHN M. BARR P-10475
Ypsilanti City Attorney

Invoicing Schedule

| Month | Hours | Hourly Costs | Fee-Based Services | Travel & Printing Expenses | Total | Major Milestones/Deliverables |
|---|---|---|---|---|---|---|
| 12-Nov | 12 | $ 1,020 | $ 5,000 | | $ 6,020 | Website |
| 12-Dec | 51 | $ 5,615 | | | $ 5,615 | Stakeholder Interviews |
| 13-Jan | 66.5 | $ 7,363 | $ 500 | | $ 7,863 | Stakeholder Groups, Housing Typology, Social Media |
| 13-Feb | 66.5 | $ 7,363 | $ 500 | | $ 7,863 | Housing Typology, Discovery Charrette Prep |
| 13-Mar | 226 | $ 26,630 | $ 500 | $ 2,700 | $ 29,830 | Discovery Charrette, Economic Analysis |
| 13-Apr | 187 | $ 21,895 | $ 500 | $ 4,950 | $ 27,345 | Design Charrette |
| 13-May | 79 | $ 7,695 | $ 500 | | $ 8,195 | Stakeholder Groups, Documentation |
| 13-Jun | 120 | $ 12,480 | $ 500 | | $ 12,980 | Master Plan Draft |
| 13-Jul | 8 | $ 680 | $ 500 | | $ 1,180 | Master Plan Revisions |
| 13-Aug | 6 | $ 510 | $ 500 | | $ 1,010 | Master Plan Adoption |
| 13-Sep | 32 | $ 2,960 | | | $ 2,960 | Prep for Zoning Charrette |
| 13-Oct | 80 | $ 7,400 | | $ 2,250 | $ 9,650 | Zoning Charrette |
| 13-Nov | 130 | $ 12,250 | | | $ 12,250 | Draft Zoning Ordinance |
| 13-Dec | 55 | $ 5,275 | | | $ 5,275 | Draft Zoning Ordinance |
| 14-Jan | 55 | $ 5,275 | | | $ 5,275 | Draft Zoning Ordinance |
| 14-Feb | 18 | $ 1,650 | | $ 100 | $ 1,750 | Zoning Ordinance Review & Comment |
| 14-Mar | 22 | $ 2,050 | | | $ 2,050 | Zoning Ordinance Revision |
| 14-Apr | 22 | $ 2,050 | | | $ 2,050 | Zoning Ordinance Revision and Adoption |
| | | | | | | |
| **PROJECT TOTAL** | | | | | **$ 149,160** | |

**PLANNING COMMISSION**
**SPECIAL MEETING MINUTES**
**October 15, 2012**
**CITY COUNCIL CHAMBER**
**6:00 P.M.**

## I. CALL TO ORDER

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

## II. ROLL CALL

**Present:** R. Johnson, R. Murphy, B. Lenart, C. Zuellig, D. Lautenbach, P. Hollifield

Absent: G. Clark (excused) K. Weger (excused). M. Bullard (excused)

**Staff:** Teresa Gillotti, City Planner
Bonnie Wessler, City Planner I
Nan Schuette, Executive Secretary

## III. AUDIENCE PARTICIPATION

None

## IV. PUBLIC HEARING ITEMS & PRESENTATIONS

Ms. Gillotti stated that this is a special meeting for Master Plan and Zoning Ordinance Revision Consultant Presentations. Chairman Johnson stated that the board would be interviewing two companies in response to an RFP sent out on a revision of the Master Plan and Zoning Ordinance. He reviewed the format of the presentations. Ms. Gillotti added that the first company is a local firm and the second one is based out of Traverse City, Michigan.

Megan Masson-Minock, Project Manager, introduced herself representing ENP & Associates. She also introduced Erin Perdu, who owns and operates the company, which was founded in 2002. They are based in Ann Arbor, Michigan and can offer decades of experience on comprehensive planning, GIS systems, public participation and implementation. Ms. Masson-Minock added that they have worked in communities that share many of same characteristics of Ypsilanti, including Howell, Ferndale and Detroit. She detailed the various services they have

provided for each of these communities and also referred to various companies that they have partnered with in previous projects to provide expertise as needed, which included Diane Van Buren of Zachary Associates, who has expertise in market rate housing, low income housing and commercial district redevelopment, AECOM, who have skills in transportation oriented designs, and Ross Johnson of 3.7 Designs to do a website, blog and social media campaign.

Ms. Masson-Minock stated that Ypsilanti faces the challenge of having the underlying structure of an early 20th century town, regulations of a post WWII suburb and desire to be a 21st century city. These three components are at odds with one another and a master plan process, coupled with revision of the zoning ordinance, should bring these components together to create a sustainable community. The challenge is of course, that the budget could be spent on any one of these components but their team has designed a process to allocate the resources in more targeted ways. The result of this will be a policy direction that, while targeting a series of actionable changes that can be implemented within the next five to ten years, will also serve the City well over the long run.

She added that they plan "with" communities and not "for" communities. The project approach would be a collaborative process, in which the community, the stakeholders and the City's leadership "own" the ideas. This involvement is necessary to build on the vision/outcomes to have lasting value. Their process identifies what is working in the City and then focuses on what is not. They propose a process that shortens the project time-line from 30 months to 18 months since it is their opinion that this will result in higher levels of collaboration, better communication and a more integrated Master Plan and Zoning Ordinance.

Ms. Masson-Minock stated that they had chosen the area of Ecorse and E. Michigan and described their approach on how they see this area working for the betterment of the City. They had map boards of the city from 40+ years ago up to the present and how the city had evolved. Ms. Perdu added that these boards fit into their process and help them with the discovery and also help to inform the discussion, which is on-going, i.e. how the connection to the neighborhood works or does not work? They would bring this information to the charrettes, have it at the open house so that people can indicate how they see it, as well as walking neighborhoods and have them identify how a specific neighborhood feels when you walk through and what is special about it. There are certain amenities at this intersection that people need to have accessible, social services, etc.

Ms. Van Buren added with the images of maps, you can see the transition over the years – parking may have been required that was tied to regulation but is there another kind of vision on this for the 21st century?

All of the participants gave detailed information on their understanding of the project and were excited about the possibility of being involved.

There were a number of questions by board members; 1) compression of the schedule from 30 months to 18 months, 2) how ENP felt Ypsilanti was unique to them compared to Ferndale and Howell, 3) recommendation of possible extension of the Historic District, 4) form based approach to overlay. All of their questions were responded to in complete detail.

Questions were also taken from the audience and responded to. Because of the time limit, it was recommended that any further questions by board members be sent in written form to staff, who in turn, can elicit responses from ENP & Associates.

Chairman Johnson thanked the group for a very informative presentation.

After a short break, the second company, Land Information Access Association (LIAA) was in attendance to make their presentation. Mr. Joe Vandermuelen, Executive Director, introduced his team. While his company is based in Traverse City, he is partnered with the Michigan Association of Planners, (MAP) based in Ann Arbor, the Huron River Watershed Council (HRWC) in Ann Arbor and Olson, Bzdok & Howard, a public interest legal firm in Traverse City and Harry Burkholder who would be the lead planner for the project. He feels that they bring together extensive research capacity, facilitation and process experience and a commitment to community sustainability and resilience throughout Michigan. Mr. Vandermuelen added that they have secured an additional $55,000 from private funding for this project and they are also committing another $20,000 in reduced overhead charges.

Mr. Vandermuelen discussed his understanding and challenges of the project, specifically, the challenges faced by the City. One in four city residents live below the poverty lines and nearly as many receive food benefits. Nearly 68 percent of the city's housing stock was built before 1970, resulting in upkeep and high energy costs. Fifteen percent of this stock is vacant and 60 percent of it is rental. Minority populations disproportionately suffer from these challenges.

Regional and global forces have unprecedented influence on local communities. While no local plan or ordinance can predict or control external forces, it is also true that these forces have accelerated and will continue to accelerate challenges to sustainability of local communities. Communities have the ability and opportunity to design policies and plans that are explicitly constructed to face current challenges and prepare for uncertain futures.

Planning for resilience requires a comprehensive approach and works best when various sectors and interest groups are communicating, cooperating and coordinating their action. It also demands intensive civic engagement and involvement to recognize the community's strengths and vulnerabilities as well as a commitment from community leaders. Mr. Vandermuelen listed several projects they have worked on in numerous projects across Michigan that he feels share community development circumstances similar to Ypsilanti.

Mr. Burkholder, Community Planner for LIAA stated that they selected the Downtown area and Water Street as mentioned in the RFP to describe their approach. He planned to review the work plan and discuss some of the tasks and activities that they hope to achieve. He would create a website with a name board to enable the public to have access since public input is very important. They will also develop an aggressive branding and marketing campaign to win the attention of residents using public notices, advertising, posters, flyers, social media and web-based outreach efforts. They are prepared to build a unique civic engagement program with a focus on enhancing community sustainability and resilience. They will also work with a Steering Committee to plan and facilitate at least four large community workshops involving professionally facilitated small group discussions as well as large audience, interactive presentations. Workshops provide an opportunity for participants to respond and react to an

overview of existing conditions and current trends. Through this interactive discussion, participants will develop the vision and major themes of the Master Plan.

Ms. Andrea Brown, Director of MAP, detailed some of the strengths that MAP can bring to the project.

Board members asked a number of questions regarding l) how their process interacts with neighborhoods, 2) how they would bring innovative ideas to our project, 3) role of HRWC, 4) Ypsilanti larger project than they have worked on and how would that compare to our city, 5) use of prime consultant or sub consultant on previous projects 6) describe typical charrettes. They responded to these questions in more detail.

After this presentation was concluded, Mayor Schreiber thanked the Planning Commission for all the time, effort and thought that had gone into this project and the professionalism of each of the board members.

Ms. Gillotti again stated that because of the time allotted for these presentations, board members should email any questions they have to her and she in turn, will forward to the company in question and include the responses in the packets for the next Planning Commission meeting on October 24th.

## V. ADJOURNMENT

Since there was no further business, Commissioner Lenart moved to adjourn the meeting (Support: D. Lautenbach) and the motion carried unanimously. The meeting adjourned at 8:45 p.m.

**PLANNING COMMISSION**
**MEETING MINUTES**
**October 24, 2012**
**CITY COUNCIL CHAMBER**
**7:00 P.M.**

## I. CALL TO ORDER

The meeting was called to order at 7:05 p.m.

## II. ROLL CALL

**Present:** R. Murphy, C. Zuellig, G. Clark, D. Lautenbach, M. Bullard, P. Hollifield, B. Lenart

**Absent:** R. Johnson (excused) K. Weger (excused)

**Staff:** Teresa Gillotti, City Planner
Bonnie Wessler, Planner I
Nan Schuette, Executive Secretary

## III. APPROVAL OF MINUTES – September 19, 2012 and October 15, 2012

Commissioner Lenart moved to approve the minutes of September 19, 2012 with correction as recommended (Support: C. Zuellig) and the motion carried unanimously. Commissioner Lenart moved to approve the minutes of October 15, 2012 as read (Support: C. Zuellig) and the motion carried.

## IV. AUDIENCE PARTICIPATION

None

## V. PUBLIC HEARING ITEMS & PRESENTATIONS

1. Grove Road Capital Improvement Review

Ms. Gillotti introduced Marcus McNamara of Orchard, Hiltz & McCliment, who is the city engineering firm on this project. Mr. McNamara made a presentation on the proposed improvement on Grove Road. He stated that they hope to start the project in May 2013 with

completion in the 2014 construction season. He added that this is 80% federally funded and includes all of the improvements, bike lanes, crosswalks, etc. The City is working with Ypsilanti Township on the project and should have all the paperwork completed by the end of the year. He reviewed the plan indicating two proposed bus stops and flash signs for crosswalks as well as location of same. Street trees can be included in the project but are not eligible for funding but this could be discussed to include at the time work was being performed. He reviewed the proposed lane configuration, which meets the intent of the complete streets ordinance, with 25 mph. There are four driveways on the project, which will be completed. The sidewalk gap across the gas station will also be done.

Commission Members Zuellig and Lenart encouraged that sidewalks be continued where the bank is located. Commissioner Murphy confirmed that both curbs are being replaced at this side of the project.

Commissioner Lautenbach moved to open the public portion of the hearing (Support: G. Clark) and the motion carried unanimously. Since there were no public comments, Commissioner Lenart moved to close the public portion of the hearing (Support: G. Clark) and the motion carried unanimously.

More comments by the board and staff continued, after which, Commissioner Lenart moved to recommend the proposed design concept with the addition of completing pedestrian sidewalk along the eastern segment, evaluating street trees and appropriate signage for the pedestrian crosswalk for efficient operation and safety. The motion was supported by Commissioner Clark. A roll call vote was taken and carried unanimously.

2. 311 S. Grove – Zoning Request B2 to B4

Ms. Wessler stated that this is a request to rezone to B4, General Business or CI Commercial Industrial for a minor auto repair in the B2 District. The property is currently used for major auto repair and the property owner wishes to add auto sales to the business, which is not a permitted use in the B2 District. The site is unique; it is adjacent to the former Ford plant, and on a major street. It is surrounded by residential on three sides. However, the Master Plan states that it is zoned community commercial and his request is not consistent with the Master Plan.

Ms. Wessler reviewed the rezoning considerations that are generally accepted criteria for evaluating a rezoning request with staff responses to each of the ten considerations, copy of which is included in the staff reported dated September 27, 2012. By considering rezoning of only 311 S. Grove and not the entire "triangle" between Grove/Prospect/Maus, Tyler, this would be considered "spot zoning", and should be avoided. Ms. Wessler also included the five findings of recommendation of denial.

She added that the Planning Commission could expand the scope of what is under consideration but we would have to re-notice it; but if we wanted to examine the entire triangle, that could be worked on. She also stated that this area should be given special consideration in the upcoming Master Plan and future land use map. She stated that there was a number of letters of support for this landowner and his request.

Commissioner Clark moved to open the public portion of the hearing (Support: d. Lautenbach) and the motion carried unanimously.

**Ayad Jacksi, Complete Auto Sales –** feels that this opportunity would benefit many people since there are a number people in this area who have financial constraints and are interested in the purchase of used cars and are supportive of this endeavor. Because of tough economic conditions, and the rising cost of doing business, this would be beneficial to many people. He stated that has previously been used car sales many years ago.

**Eric Brown, 11667 Meadows Circle, Belleville** - is a customer of Complete Auto Sales and is willing to be a business partner if the property is rezoned.

**Johnny Epps, 4265 Woodtream Drive, Ypsilanti** – also a customer and neighbor – would appreciate if the board would consider this rezoning.

**Alan Foulkes, 319 S. Grove, Ypsilanti –** stated that this is a low income neighborhood and he supports the rezoning. It is a place where one could get a car at an affordable price and would tie in nicely with the current business.

Commissioner Lautenbach moved to close the public portion of the hearing (Support: B. Lenart) and the motion carried unanimously.

Some board members were sympathetic to the applicant's dilemma but agreed with staff's decision. Other members thought the city should be more flexible. Ms. Wessler explained that it had previously been a non-conforming use and used car sales were allowed in the 1990's but when the auto sales license lapsed, the non-conforming use was extinguished and cannot be picked up again. After much discussion, Commissioner Lautenbach moved to table the rezoning for 311 S. Grove with instructions to planning staff to exhaust all possibilities to see what can be done to make the use work for the applicant in conformance with the zoning laws; this includes the entire block (Support: G. Clark). A roll call vote was taken with a vote of 6:1 with Commissioner Bullard opposed. The motion carried.

3. Food Production and Processing Text Amendments

Ms. Gillotti stated that this is our second opportunity to look at changes to the ordinance on food production in residential lots; hoop houses/green houses as accessory use in residential zones and food processing in other districts. At the meeting in July, Planning Commission was open to changes but had concerns related to setbacks of gardens on vacation residential lots, scale of hoop houses/greenhouses in residential lots and their impact on residential character, as well as any required permitting. Staff has made an effort to further research and provide recommendations related on Planning Commission's feedback. She reviewed the recommended text changes.

The proposed zoning would allow gardens/community gardens as a permitted principal use in R1 and R2, as permitted accessory uses in all residential districts and would allow edible landscaping as part of any landscaping treatment. Additionally, community gardens will be permitted in public land districts.

In R1 and R2, gardens/community gardens will be permitted principal use subject to the following requirements: 1) Setback of 3 feet along any street frontage and 2) Traffic visibility requirements are met per Sec. 122-649. Additionally, gardens/community gardens will be permitted accessory uses in all residential districts subject to the same setback requirements.

Regarding hoophouses/greenhouses, the City's building official contacted other jurisdictions and has confirmed that hoophouses and greenhouses can be treated as agricultural buildings if the use and/or underlying district is agricultural in nature. To meet the criteria of the State of Michigan, staff has defined greenhouse and gardens to indicate cultivation of plants.

Commissioner Lautenbach moved to open the public portion of the hearing (Support: G. Clark) and the motion carried unanimously.

**Amanda Edmonds, 320 Garland –** and is the Director of Growing Hope. She congratulated the Planning Commission on taking up this issue. If it passes, we will be the first in the state to do so. She stated that she does not believe that hoophouses should be subject to size restrictions – 720 sq. ft. recommended by staff is problematic and it is her opinion that 30' x 96' is the most common size and could possibly be a special use. She also asked that the board consider R3 as a special use. She also asked for consideration of farm sales for the future. It has been successful in other urban areas.

**Gary Urich, 539 Maple Court –** agreed with Ms. Edmonds and supports her efforts. It is his opinion that this is an opportunity for the City of Ypsilanti to address food justice issues down the road. The community is trying to be sustainable and making food available to people is the hallmark of the future. Energy costs and transportation costs makes food costly and this would help themselves and their neighborhood.

**Jeanette Golembiewski, 501 Osband –** stated that she is excited about this project. She has a degree in horticulture from MSU and has a small landscaping business.

Commissioner Clark moved to close the public portion of the hearing (Support: M. Bullard) and the motion carried unanimously.

Board members had many comments on various items, i.e. food processing, size of hoophouses/greenhouses, agricultural exemptions on hoophouses, sales on garden lots and opposition to structures on vacant lots, after which, Commissioner Lenart moved to recommend to city council the proposed ordinance as presented with changes noticed in staff recommendations with the addition of special use provision for hoophouses as an accessory structure to garden on vacant lots up to 1200 sq. ft. Hoophouses over 720 sq. ft would require permits.

The motion was supported by Commissioner Bullard. A roll call vote was taken with a vote of 5:2. Commissioners Hollifield and Murphy opposed.

## VI. OLD BUSINESS

1. Water Street Recreation Center Update

Ms. Gillotti stated that presentations were held at Spark East and another will be held with Council the second meeting in November since some members was unable to attend. Some surveys were received on the design concepts with comments on likes/dislikes.

2. Master Plan RFP Proposal Recommendation to City Council

Ms. Gillotti referred to the presentation made the previous week noting that questions by the board and some in the audience were forwarded to the consultants as agreed and staff had received responses, which had been distributed to each member. She also noted that there had been a change in the LIAA proposal where one of the consultants from the MAP withdrew because of a conflict of interest. They have since replaced that position with McKenna Associates who they have worked with before.

The commission was asked for comments on the two proposals that had been presented. While both presentations were strong, the consensus was the ENP team. It was their opinion that ENP had a stronger vision for the City and liked the idea of the compressed schedule. ENP's team brought in an economic development consultant as well as a transportation consultant, which would bring value to the process. Also a consideration was the fact that they are based in Washtenaw County and that they brought in national expertise.

Commissioner Lautenbach moved to recommend the proposal for the Master Plan be approved to contract with the ENP Team are a cost of not to exceed $150,000 (Support: G. Clark) and the motion carried unanimously.

## VII. NEW BUSINESS

Because of the holidays, the November meeting was changed from November 21st to November 14th and the December meeting was changed from December 19th to December 12th.

## VIII. COMMITTEE REPORTS

- Non-motorized transportation committee (Johnson, Murphy) – no report

## IX FUTURE BUSINESS DISCUSSION/UPDATES

Ainsworth rezoning request, Ecorse McDonald's site plan amendment for a second drive-through.

## VI. ADJOURNMENT

Since there was no further business, Commissioner Lenart moved to adjourn the meeting (Support: P. Hollifield) and the motion carried unanimously. The meeting adjourned at 9:20 p.m.

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

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John M. Barr
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Jesse O'Jack ~ Of Counsel
William F. Anhut ~ Of Counsel – Retired
Jane A. Slider ~ Legal Assistant

# REQUEST FOR LEGISLATION

DATE: October 10, 2012

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Purchase of Service Agreement with AATA

SUMMARY/BACKGROUND

Ann Arbor Transportation Authority (AATA) forwarded a draft contract for services for a term of July 1, 2012 through June 30, 2013, to Mr. Ralph Lange, Ypsilanti City Manager.

Mr. Lange has forwarded the matter to me for review and preparation of the necessary legislation.

Enclosed with this RFL are copies of the agreement and supporting costs calculations.

I have reviewed the Purchase of Service Agreement and find it in proper legal form and approved as such.

ATTACHMENTS: Contract and Resolution approving

RECOMMENDED ACTION: Approval of the contract

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DATE RECEIVED:_____ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF:_____ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

TheRide

Ann Arbor Transportation Authority
2700 South Industrial Highway
Ann Arbor, Michigan 48104
734.973.6500 734.973.6338 F
theride.org

September 25, 2012

Ralph Lange
Manager, City of Ypsilanti
1 South Huron Street
Ypsilanti, Michigan 48197

Dear Ralph:

Enclosed please find two copies of a purchase of service agreement for transit service for the period July 1, 2012 through June 30, 2013.

Please execute the agreements and return one copy for our file.

If you have any questions about the agreement, please contact me.

Sincerely,

[redacted]

Michael Ford
Chief Executive Officer

Enclosures

Resolution No. 2012-237
November 12, 2012

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the Purchase of Service agreement with Ann Arbor Transportation Authority for the term of service July 1, 2012, through June 30, 2013, in the amount of $326,337 is hereby approved. The Mayor and City Clerk are authorized to sign the Agreement, subject to approval by the City Attorney.

OFFERED BY: _____

SUPORTED BY: _____

YES: NO: ABSENT: VOTE:

# PURCHASE OF SERVICE AGREEMENT

THE ANN ARBOR TRANSPORTATION AUTHORITY (hereinafter referred to as "Authority"), 2700 South Industrial Highway, Ann Arbor, Michigan 48104, and the City of Ypsilanti, (hereinafter referred to as "Purchaser"), 1 South Huron Street, Ypsilanti, Michigan 48197, in consideration of the mutual promises contained herein, do hereby agree as follows:

## 1. TERM

The term of this Agreement is July 1, 2012 through June 30, 2013.

## 2. SERVICE PROVIDED

The Authority will provide public transit service according to the map(s) and schedule(s) for routes 3, 4, 5, 6, 10, 11, 20, and other service descriptions contained in the Ride Guide included as Exhibit #1, and made part hereof. Said route(s) and schedule(s) may be modified by the AATA, at its discretion, for reasons including but not limited to those set forth in Section 4 below, subject to the procedures set forth in the Policy for Public Input on Service and Fare Changes attached hereto as Exhibit #3.

## 3. DESIGNATED REPRESENTATIVES

The Purchaser agrees to designate a representative as its agent to work in cooperation with designated representatives for the Ann Arbor Transportation Authority, overseeing the conduct of this service, modifications thereto and evaluation thereof. Nothing herein will be construed to limit the legal powers of the Authority or of the governing body of any governmental unit.

## 4. FINANCIAL MANAGEMENT

### 4.1 Payments by Purchaser

Purchaser agrees that its total obligation will be $326,337, unless otherwise agreed by the parties. The calculation of revenues is included as Exhibit #2.

Purchaser agrees to pay this amount in two equal payments. The Authority will submit invoices to the Purchaser on or about the first of October and March. The Authority will refund to the Purchaser any overpayment resulting from a reduction in service.

### 4.2 Financial Assumptions, Power of Authority to Modify Services

It is expressly understood by the parties that the charges to the Purchaser are based on the Authority's Annual Operating Budget including the projected level of expenses and revenues necessary to implement the Annual Service Plan. The annual service hours and expenses and the calculation of the projected revenues to meet these fixed-route and demand-response expenses are attached as Exhibit #2. In the event that variances in costs or revenues render it impossible, in the reasonable

judgment of the Authority, to provide the number of service hours at the local costs indicated in Exhibit #2 without undue financial loss, the parties will renegotiate such hours and charges.

4.3 Mutual Cooperation Among Governmental Units

It is further understood and agreed that the other governmental units or entities have entered or are expected to enter into similar contracts with the Authority. Transit services covered by this and other contracts are interdependent such that if any purchaser breaches its contract, fails to enter into a contract, or terminates its agreement, the Authority may modify, reduce, or cancel routes or hours of service covered under this Agreement subject to the procedures contained in Exhibit #3.

4.4 Fares

It is expressly understood that determination of fare levels and all policies relating to fare collection and administration will be the responsibility of the Authority and may be modified during this agreement subject to the procedures contained in Exhibit #3.

5. EQUIPMENT

The Authority will provide all hardware and vehicles necessary for the service to be rendered hereunder, will maintain said equipment and will retain ownership of said equipment.

6. PERSONNEL

The Authority will provide the personnel necessary to fulfill its obligation hereunder, and retains complete authority in hiring, regulation and termination of said personnel.

7. INDEMNIFICATION

The Authority will indemnify Purchaser and hold Purchaser harmless from all claims, suits, actions and damages resulting from operation of vehicles conducted by the Authority under this Agreement except to the extent that such damages are caused by the Purchaser. It is not the intent of the Authority to waive any governmental immunity otherwise available to it. Purchaser, subject to any governmental immunity available to it, will indemnify and hold the Authority harmless from all claims, suits, actions, and damages caused by its officers, agents, or employees except to the extent caused by the Authority.

8. ASSIGNMENT

This Agreement will not be assigned by either party without the written consent of the other.

9. EXTENSION

It is the intent of the parties to engage in this service for a period longer than that cited in Paragraph 1, providing that the service is satisfactory to the parties. Therefore, the parties agree that this

Contract shall be extended for successive periods of one year each unless a party notifies the other of its intent not to renew no less than 90 days before the end of the prior period, the same terms and conditions provided, however, that Exhibit #2 and the terms set forth in Paragraph 4 will be renegotiated. In the event that the parties fail to reach agreement on any or all of these items, then this extension will be null and void and of no effect.

10. TERMINATION

Either party may cancel its participation in this agreement or terminate any services provided under this agreement at any time without further liability upon providing 90 days notice in writing to the other party of intent to cancel.

11. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Contract, the Ann Arbor Transportation Authority will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, age, national origin, or sexual orientation, other than as a bonafide occupational qualification. The Ann Arbor Transportation Authority represents that it has taken and will continue to take affirmative actions to ensure that applicants are selected, and that employees are treated during their employment, without regard to their race, religion, color, sex, handicap, age, national origin, or sexual orientation.

12. MODIFICATION OF AGREEMENT

This contract may be modified in writing by mutual agreement of the parties.

13. EVIDENCE OF INSURANCE

The Ann Arbor Transportation Authority shall obtain and maintain during the term of this Agreement the following insurance:

a. Workers Compensation insurance with Michigan statutory limits and employers liability insurance with minimum limits of $500,000 each accident.

b. Public liability insurance with limits of no less than $1,000,000 each occurrence and aggregate for bodily injury and property damage, as well as an umbrella policy with limits no less than $5,000,000. The Purchaser is named as additional insured as respects general liability claims resulting from the operation of the Ann Arbor Transportation Authority. The policy of insurance must be current and must be accompanied by a statement, which indicates that the policy shall not be canceled, without at least sixty (60) days prior notification to the Purchaser, of such cancellation.

c. Automobile liability insurance covering all owned, hired and non-owned vehicles, with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance law, including residual liability insurance

with minimum limits of $1,000,000 combined single limits bodily injury and/or property damage each accident. The policy of insurance must be current and must be accompanied by a statement, which indicates that the policy shall not be canceled, without at least sixty (60) days prior notification to the Purchaser, of such cancellation.

Executed in duplicate this ____ day of _____, 2012.

ANN ARBOR TRANSPORTATION AUTHORITY

[redacted]

Michael Ford
Chief Executive Officer

CITY OF YPSILANTI

BY: _____
Paul Schreiber, Mayor

BY: _____
Frances McMullan, City Clerk

Approved as to form:

_____
JOHN M. BARR P-10475
Ypsilanti City Attorney

# CITY OF YPSILANTI

## Fixed-Route Service
## COST CALCULATION - REVISED

| | FY 2012 | FY 2013 | CHANGE |
|---|---|---|---|
| **EXPENSES** | | | |
| Service Hours | 14,262 | 14,262 | 0.0% |
| Cost per Service Hour | $112.43 | $117.11 | 4.2% |
| **Total Cost** | **$1,603,477** | **$1,670,223** | **4.2%** |
| **REVENUES** | | | |
| Categorical Federal / State Grants | $221,455 | $252,862 | 14.2% |
| State Operating Assistance | $503,652 | $503,071 | -0.1% |
| Passenger Fares | $582,695 | $617,596 | 6.0% |
| **Revenue Subtotal** | **$1,307,802** | **$1,373,529** | **5.0%** |
| Local Share (see below) | $295,674 | $296,694 | 0.3% |
| **Total Revenue** | **$1,603,477** | **$1,670,223** | **4.2%** |

| | | | |
|---|---|---|---|
| **Annual Amount** | **$295,674** | **$296,694** | **0.3%** |
| 9 Months/ 12 Months | | 75.0% | |
| Fixed Route Ypsilanti Payment - 9 Months | | $222,520.54 | |
| A- Ride Ypsilanti Payment - 9 Months | | $23,454.75 | |
| **TOTAL FY 2013 9 Months/ 12 Months** | | **$ 245,975.25** | |
| REMAINING FY 2012 4TH QUARTER | | $ 80,301.75 | |
| **TOTAL EXPENSE 4TH QUARTER FY2012 AND 9 MONTHS FY 2013** | | **$ 326,337.00** | |

# CITY OF YPSILANTI
## A-Ride Service
## COST CALCULATION - REVISED

| | 2012 Budgeted | 2013 Budgeted | CHANGE |
|---|---|---|---|
| **EXPENSES** | | | |
| Passenger Trips | 7,524 | 7,952 | 5.7% |
| Cost per Trip | $21.61 | $26.21 | 21.3% |
| **Total Cost** | **$162,594** | **$208,428** | **28.2%** |
| **REVENUES** | | | |
| Categorical Federal / State Grants | $45,000 | $72,000 | 60.0% |
| State Operating Assistance | $69,249 | $81,298 | 17.4% |
| Passenger Fares | $22,572 | $23,857 | 5.7% |
| **Revenue Subtotal** | **$136,821** | **$177,155** | 29.5% |
| **Local Share** | $25,773 | $31,273 | 21.3% |
| **Total Revenue** | **$162,594** | **$208,428** | **28.2%** |
| **Annual Amount** | **$25,773** | **$31,273** | **21.3%** |
| **9 Months/ 12 Months** | | **75.0%** | |
| **Ypsilanti Payment - 9 Months** | | **$23,454** | |

Ann Arbor Transportation Authority

# Public Input Policy for Service and Fare Changes

*This policy supersedes the previous policy which was most recently revised in July, 2009.*

The intention of this policy is to listen to and act on public input before the AATA makes a decision to change service or fares with the following goals:

1. To inform riders and others affected by a proposed change;
2. To provide affected people with opportunities to ask questions, and understand the reasons why changes are being proposed;
3. To provide AATA with a better understanding of how riders use service and the effects of a proposed change;
4. To encourage affected people to state objections to proposed changes and make suggestions for revisions;
5. To provide AATA with the opportunity to revise proposed changes based on public input to reduce negative effects.

The methods and level of effort to accomplish these goals depends on the size of the proposed change and the number of people affected.

## Types of Service Changes

### Major Service Change

- Change affecting more than 25% of riders of a route, or
- Change affecting more than 25% of the miles of a route, or
- Change on multiple routes affecting more than 10% of riders or route miles of overall fixed-route service.

### Minor Service Change

- A change which is less than a major service change, but exceeds the threshold of a service adjustment, as defined below.

Service Adjustment

- Adjusting timepoints along a route by 5 minutes or less with no effect on coordinated transfers, or
- Change(s) in routing affecting a total of less than 100 daily riders.

## Types of Fare Change

Major Fare Change

- Change in the base fare (i.e. full adult cash fare)
- Any change affecting the fare of more than 10% of fare-paying riders (i.e. not including riders whose fare is paid by a third party such as an employer or university)

Minor Fare Change

- Any change in fare which is less than the threshold for a major fare change

## Notification of Proposed Changes

People must first know about proposed changes in order to have the opportunity to provide input. The public input period is a minimum of 30 days. The notification methods to be used include the following:

- MyRide email subscription. AATA riders subscribe to MyRide to receive information on specific routes. This provides a unique opportunity to inform them of any change which is proposed for their route, and how to provide input.
- RideLines – RideLines is AATA's printed brochure designed to provide information on service, events, and other news. Copies of RideLines are available on AATA buses, transit centers, libraries and other community outlets. A complete description of proposed changes and how to provide input are included in RideLines.
- AATA Website. The AATA website provides multiple opportunities to provide notification. Notice of proposed changes appear on the front page and in a section for rider notices. In addition, for service changes, visitors to the website who access the schedule or real-time information for a specific route are informed of proposed changes to the route, and for fare changes, riders who access fare information are informed of the proposed changes.
- Social Media. AATA regularly participates in social media such as Facebook and Twitter.

Social media are used to get the word out about proposed changes and direct people to sources of complete information and how to provide input.

- Bus Stop Notices – AATA posts notices at bus stops which would be affected by proposed changes. This is particularly useful for service adjustments which affect only a small number of bus stops.
- Press Releases – AATA issues a press release for all proposed major service changes and major fare changes which describe the proposed change and how to provide input. Press releases are distributed to all media outlets including those minority and non-English publications. Notification is also sent to more than 50 organizations including those serving housing, educational, civic, and social services, and senior, disabled, minority, and non-English speaking persons.
- Individual Notice – AATA evaluates locations affected by a proposed change and provides individual notice to significant generators such as high schools and colleges, senior citizen housing, apartment complexes, libraries, government offices, recreation centers and shopping centers.

All of these methods would be used for major service changes and major fare changes. For minor service and fare changes and service adjustments, the methods used will be tailored to the scale of the proposed change. In addition, paid media may be used for some proposed changes.

## Opportunities for Public Input

AATA's intention is to make it possible for people to choose how they wish to provide input and whether they want to only comment or whether they desire a response or to engage in a conversation. As part of the notification methods above, people are provided with several possibilities for making comments and asking questions including:

- E-Mail – E-Mail goes to a mailbox set up specifically to receive input. E-mail has been the most frequently used method.
- Telephone – A hotline is set up to receive comments with a callback by AATA staff upon request.
- Written – Letters provide a means for more formal communication.
- Social Media – Facebook, Twitter, and other media will be used.
- Face –to-Face – At meetings and by appointment. For major service changes and fare changes, meetings are provided at multiple times and locations, with an emphasis on meeting locations in the area(s) affected by the proposed change. Meetings are typically scheduled as drop-in sessions for a 2-5 hour period to permit people to attend at their convenience and to encourage dialogue.

Whatever method is used, AATA staff provides a response to all comments except those that request to not receive a response. The nature of AATA's response depends on the comments. AATA answers questions, explains the rationale for the aspects of the proposed change that is the subject of the comments, and replies to suggestions. In some cases, AATA's response

includes questions to make sure staff understands the input and suggestions. In many cases, input and response is a dialogue, rather than a single communication.

In addition, public time is provided at all meetings of the AATA Board of Directors. For major service changes and fare changes, a specific opportunity will be provided on the agenda at the Board meeting that takes place during the public input period. While an opportunity for dialogue is not available at these meetings, staff follows up with people who comment about proposed service and fare changes.

## Use of Public Input

During the public input period, AATA staff, led by the Manager of Service Development, considers the input that is being received. Depending on both the quantity as well as the specific concerns that are raised, potential alternatives may be developed.

At the end of the public input period, the input is compiled. Recommended service or fare changes are developed taking into consideration the public input. The public input summary is provided to the decision makers along with the recommended changes.

For minor service changes and service adjustments, the CEO makes the final decision on implementation of the recommended changes. Major service changes and all fare changes are adopted by the AATA Board of Directors. Board meetings are open to the public and include a public comment period at the beginning of the meeting specifically for items on the agenda.

## Revised Procedures for Exceptional Circumstances

Under exceptional circumstances which require a service change or fare change to be adopted and implemented on short notice, the procedures above may be altered to the extent necessary. However, at a minimum, the public will be afforded an opportunity to be heard at the AATA Board meeting at which any action is taken and a notice of the proposed change with the date and time of the Board meeting will be published on the AATA website before the Board meeting. [NOTE: Such exceptional circumstances have never arisen in the past.]

*Adopted by AATA Board of Directors - November 2011*

November 6, 2012

Frances McMullan
City Clerk
1 South Huron
Ypsilanti, MI 48197

RE: Special Assessments

In accordance with the City Charter Chapter, Special Assessments, Chapter 8.01. Article VIII. I hereby certify that the attached is a true copy of all Special Assessments, which are due and have remained unpaid as of October 31, 2012.

The City Council, at their next meeting, can authorize me to levy these unpaid bills on the December 2012 Tax Roll.

Sincerely,

Kimberly D. Teamer
City Treasurer

REQUEST FOR LEGISLATION
November 12, 2012

From: Kimberly D. Teamer, City Treasurer

Subject: Special Assessment

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SUMMARY & BACKGROUND:

Bi-annually, unpaid weed removal, ordinance 624, sidewalk replacement and miscellaneous bills due to the City of Ypsilanti are added to the July/December tax roll.

All bills that remained unpaid for at least 30 days after the billing date are to be added to the July/December tax roll.

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

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

**Attachments:** Listing of unpaid board ups, trash, weeds removal, ordinance 624's, graffiti, dangerous escrow and inspection, demolition and miscellaneous bills as of October 31, 2012 for the City of Ypsilanti.

**Recommended Action:** City Council authorizes the City Treasurer to levy and assess the unpaid special assessments listed.

RECOMMENDED ACTION: (Approval/Denial)

ATTACHMENTS: (contract, map, letter, etc.)

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CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Resolution No. 2012 - 238
November 12, 2012

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

Whereas, that, the City Treasurer be authorized to levy and assess on the December 2012 tax roll the attached listing of unpaid bills totaling $28,861.54

Now therefore be it resolved that the Ypsilanti City Council approve these special assessments.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

# SPECIAL ASSESSMENT ROLL
# CITY OF YPSILANTI
# 2012

| | | |
|---|---|---|
| 109: | Trash | 3,545.00 |
| 110: | Weed | 12,730.00 |
| 112: | Rental Inspection | 3,521.00 |
| 124: | Dangerous Escrow | 5,100.00 |
| 125: | Dangerous Inspection | 1,575.00 |
| 116: | Graffiti | 150.00 |
| 8226: | Owen | 2,050.01 |
| 8260: | Rec Park Drain | 190.53 |
| | | |
| | | |
| | | |
| | | |
| | | |
| **Total Specials** | | **$28,861.54** |

BLOCK: Winter - Winter, INDEX: SEASON
All Special Assessments

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-05-309-010 | NORWOOD, MIMI Y ESTATE<br>1468 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.29 |
| 11-11-05-309-011 | HAWLEY F GERARD<br>1458 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.43 |
| 11-11-05-309-012 | BRYAN ELIZABETH W<br>1450 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.57 |
| 11-11-05-309-013 | HOERNSCHEMEYER CRAIG A<br>1442 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.72 |
| 11-11-05-309-014 | NICHOLSON ELVA M<br>1432 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.86 |
| 11-11-05-309-015 | DESSELIER THOMAS D& ALICE<br>1424 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.57 |
| 11-11-05-309-016 | CRANDELL BRECK ARTHUR & M<br>1412 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.14 |
| 11-11-05-309-018 | SUTTON PATRICIA A<br>705 CORNELL RD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.00 |
| 11-11-05-309-019 | MORRIS ROBERT E<br>707 CORNELL RD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.00 |
| 11-11-05-310-018 | MICHIGAN AFFORDABLE PROPE<br>702 CORNELL RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-310-019 | CORKINS FAMILY TRUST<br>1304 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-310-020 | KUHNS JEFFREY R & BALOGH<br>1302 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-310-021 | FOUND R E & WILLISTON J,T<br>1300 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-310-024 | REPASKY DAVID & LINDA<br>709 CAMBRIDGE RD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.71 |
| 11-11-05-310-025 | WELSH, WILLIAM<br>CAMBRIDGE RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.99 |
| 11-11-05-310-026 | WELSH, WILLIAM F<br>711 CAMBRIDGE RD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.13 |
| 11-11-05-310-031 | OBERMEYER MAXE & THERESA<br>703 CAMBRIDGE RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.65 |
| 11-11-05-360-001 | WILCOX, MOE<br>1715 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 7.91 |
| 11-11-05-360-003 | COURTLAND FAITH, LLC<br>COURTLAND ST<br>YPSILANTI MI 48197 | 8226: OWEN | 5.63 |
| 11-11-05-360-004 | RESZETAR NICOLAUS & SANDR<br>474 COURTLAND ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.42 |
| 11-11-05-360-005 | REDISSI, ZINE<br>468 COURTLAND ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-360-006 | MUSIL SAMANTHA A<br>460 COURTLAND ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-360-014 | CURRAN JAMES III<br>445 MARION ST<br>YPSILANTI MI 48197 | 8226: OWEN | 6.00 |
| 11-11-05-360-015 | NUNN ALVIN<br>455 MARION ST<br>YPSILANTI MI 48197 | 8226: OWEN | 5.71 |
| 11-11-05-360-016 | BROWN PAUL T & KAREN S, T<br>491 MARION ST<br>YPSILANTI MI 48197 | 8226: OWEN | 7.14 |
| 11-11-05-360-023 | DICKERSON RICHARD F<br>450 COURTLAND ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.84 |
| 11-11-05-362-004 | CLARK ARLENE SUE<br>476 DOUGLAS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 5.28 |

BLOCK: Winter - Winter, INDEX: SEASON
All Special Assessments

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-05-362-005 | WALLGREN CHARLES & BARBAR<br>470 DOUGLAS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 7.14 |
| 11-11-05-362-006 | WAY CAROLYN A<br>412 DOUGLAS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 6.86 |
| 11-11-05-362-007 | WILCOX FRANKLIN & KIMBERL<br>1512 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 6.86 |
| 11-11-05-362-008 | MANCHESTER MICHAEL T<br>1506 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 7.00 |
| 11-11-05-362-009 | FLAGLER MIRIAM & MISKILL<br>1502 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.42 |
| 11-11-05-362-010 | DAHL NANCY<br>461 N MANSFIELD ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-362-012 | JPMORGAN CHASE BANK<br>469 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-362-013 | IRVINE ANDREW JASON<br>473 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-362-014 | DUNN MICHAEL & DIANE<br>479 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-362-015 | DURHAM LARRY<br>485 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 7.00 |
| 11-11-05-362-018 | FARHA MAHMUD O<br>1519 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 8.22 |
| 11-11-05-363-001 | CIRCUS WASHTENAW, LLC<br>1483 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 11.11 |
| 11-11-05-363-002 | LYSTER DIANE V, TRUST<br>480 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 5.13 |
| 11-11-05-363-003 | MADRIGAL MARISA<br>476 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-363-004 | BRUXVOORT BRIAN & CHRISTI<br>472 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-363-005 | MARTINAITIS REGINA<br>468 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-363-006 | ELY ROBERT E<br>464 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-363-007 | CARTWRIGHT PATRICIA F<br>460 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-363-008 | ZIPH BENJAMIN & SALLY<br>1408 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 5.13 |
| 11-11-05-363-009 | FISH BEVERLY & SMOOT RICH<br>1406 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 5.13 |
| 11-11-05-363-010 | FISH BEVERLY & SMOOT RICH<br>1404 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-363-011 | BIGGS THOMAS & LEAH<br>1402 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-363-012 | BROAD JULIAN & FERGUSON C<br>461 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-05-363-013 | MARTIN RUTH E<br>465 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-05-363-014 | SHORT KEVIN K. & JANET M.<br>469 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-363-015 | RAEHTZ ADAM J & LEAH H<br>475 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-363-016 | BABL KARL M<br>481 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-05-363-017 | MUSA ENTERPRISES, LLC<br>487 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-05-363-018 | MUSA ENTERPRISES, LLC<br>1465 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 10.20 |
| 11-11-05-380-002 | WYDERKO LAURA & WALTER P<br>1203 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-380-003 | RACZ BARNABAS<br>1205 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-380-004 | KOWATCH, MICHAEL-KELLY<br>1207 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-380-005 | GRAVES BRUCE B<br>1209 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-380-006 | MOELLER SUSAN E<br>1301 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-380-007 | WILLIAMSON JOHN ANDREW<br>1303 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-380-008 | BLOMQUIST SCOTT<br>1305 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-380-009 | NIEHAUS FRANK & MARY<br>1307 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-380-010 | HUGHES SHARON H<br>1306 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-380-011 | SHARP RACHEL L & POWERS A<br>1304 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-380-012 | HOPPER CLAUDIA & ANDREW<br>1302 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-380-013 | STALCUP LORRAINE<br>1300 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-380-014 | COLLER R DALE & ELIZABETH<br>1212 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-380-015 | BAUER HELEN C<br>1208 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 10.01 |
| 11-11-05-380-016 | STEVENS BROOKS & JAMES<br>1206 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-380-017 | STROUD CATHERINE & DONALD<br>1202 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-380-018 | BARR JOHN<br>1200 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-380-019 | BARR JOHN<br>1190 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-381-001 | SLEZAK NANCY<br>615 CORNELL RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.99 |
| 11-11-05-381-002 | RUSINIAK KENNETH W<br>1415 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-381-003 | MYERS LAVERNE J<br>1423 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-381-004 | THORNTON NANCY & ZEFF LAU<br>1431 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-381-005 | OHLROGGE AARON & JOHNSON<br>1439 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-381-006 | EGGENBERGER JOHN & LINDA<br>1447 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-381-007 | SILVERBURG STEPHEN<br>1455 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.13 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-05-381-008 | MUSSELMAN REX A<br>640 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 5.85 |
| 11-11-05-381-009 | DILLMAN RONALD B & DONNA<br>632 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 5.13 |
| 11-11-05-381-010 | BRIDGE, CONSTANCE<br>624 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-381-011 | THOMPSON LUELLA I, TRUST<br>614 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.27 |
| 11-11-05-381-012 | PARKER KAREN<br>606 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.42 |
| 11-11-05-381-013 | BROCKMAN ALEXIS H & GENEV<br>1446 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.42 |
| 11-11-05-381-014 | HWANG TONG-DER & TSAI-PIN<br>1440 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-381-015 | CAMPBELL MARION P, TRUST<br>1432 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-381-016 | FALAHEE RICHARD H<br>1424 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-381-017 | BENNETT NORMAJEAN & BERNI<br>1414 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-381-018 | HOEDEMA CLARA<br>1408 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-381-019 | NGUYEN DUC KIM & PHU KIM<br>1404 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.99 |
| 11-11-05-382-001 | PHEASANT RING<br>1403 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.99 |
| 11-11-05-382-002 | LEE TAI-TSENG<br>1409 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-382-003 | VUOCOLO GINA R<br>1415 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-382-004 | MASKILL CHARLES N & VIRGI<br>1423 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-382-005 | DUNN JOHN S JR<br>1431 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-382-006 | WHEELER, FRES DOUGLAS<br>1439 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-382-007 | NORTHHAMPTON PROPERTIES<br>WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 6.09 |
| 11-11-05-382-008 | YOON JUNG SIK & DONG AE<br>WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 7.46 |
| 11-11-05-382-009 | YOON JUNG SIK & DONG AE<br>1490 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 5.40 |
| 11-11-05-382-010 | NORTHHAMPTON PROPERTIES<br>1486 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 6.09 |
| 11-11-05-382-011 | MIDVALE, LLC<br>1480 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 11.57 |
| 11-11-05-382-012 | HUSSEIN WAHAB<br>1420 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 14.53 |
| 11-11-05-383-001 | PINTER'S FLOWERLAND, INC<br>1425 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 9.74 |
| 11-11-05-383-002 | SUTHERLAND, KYLE-EMILY<br>480 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 5.13 |
| 11-11-05-383-003 | OTERO SYLVIA<br>476 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.42 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-05-383-004 | HAUSHALTER DAVID<br>472 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.99 |
| 11-11-05-383-006 | CONVERY JOSEPH W & HISTED<br>464 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-05-383-007 | BECK MARY C<br>460 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-05-383-010 | YARMOLUK-KREGER, DAVID G-<br>1310 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 6.14 |
| 11-11-05-383-011 | BAECKE REGINA M & JERRY<br>466 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 5.42 |
| 11-11-05-383-013 | KETTLES ANN C & CHARLES S<br>1306 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 8.44 |
| 11-11-05-383-014 | FREATMAN ELLIS & MARILYN<br>1302 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 7.29 |
| 11-11-05-383-015 | MARVIN, JULIA JEAN<br>447 ANNA AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.13 |
| 11-11-05-383-016 | SAWAYA YOLANDA<br>455 ANNA AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.13 |
| 11-11-05-383-019 | HERITAGE MANAGEMENT LLC<br>1307 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 6.77 |
| 11-11-05-383-020 | HAYES MARK K & CAROL<br>1316 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 7.14 |
| 11-11-05-383-021 | CARL A DAILEY TRUSTEE<br>451 ANNA AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 8.10 |
| 11-11-05-383-023 | 1305 WASHTENAW, LLC<br>1305 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 6.09 |
| 11-11-05-383-024 | IZIREIN EHI/DEBBY & AKE R<br>459 ANNA AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 2.98 |
| 11-11-05-383-025 | LANGENDERFER JEREMY & SON<br>1301 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 2.84 |
| 11-11-05-384-001 | TRIMBATH DANIEL C<br>1219 ELBRIDGE DR<br>YPSILANTI MI 48197 | 8226: OWEN | 3.84 |
| 11-11-05-384-002 | FRITSCH ALLISON M<br>1225 ELBRIDGE DR<br>YPSILANTI MI 48197 | 8226: OWEN | 3.84 |
| 11-11-05-384-003 | HITCHINS DIANA<br>1231 ELBRIDGE DR<br>YPSILANTI MI 48197 | 8226: OWEN | 3.84 |
| 11-11-05-384-004 | YERGEAU, MELANIE R<br>1237 ELBRIDGE DR<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-05-384-005 | O'DAY KENNETH D & ADRIENN<br>1245 ELBRIDGE DR<br>YPSILANTI MI 48197 | 8226: OWEN | 4.27 |
| 11-11-05-384-006 | BARSON JOEL & LEAH RENEE<br>1240 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.27 |
| 11-11-05-384-007 | JARVIS MICHELE & DOUGLAS<br>1230 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.13 |
| 11-11-05-384-008 | HALL JOHN & CAROL, TRUST<br>1220 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.27 |
| 11-11-05-384-009 | LASKOWSKI MARION<br>1216 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.13 |
| 11-11-05-384-010 | OTENG ROCKEFELLER A<br>1210 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.13 |
| 11-11-05-385-001 | KANTNER PERRY & DENISE<br>1211 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-05-385-002 | DOWNING DARCY<br>1215 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 3.84 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-05-385-003 | MORAWSKI KELLY<br>1219 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 3.84 |
| 11-11-05-385-004 | SIMONELLI DAN, PAT, & CYN<br>1223 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 3.84 |
| 11-11-05-385-005 | ULCH THOMAS W, II<br>1227 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 3.84 |
| 11-11-05-385-006 | BROWER RAYMOND<br>1231 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.13 |
| 11-11-05-385-007 | PENA DEANNA<br>1235 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.13 |
| 11-11-05-385-008 | TROUT PATRICIA<br>1239 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.13 |
| 11-11-05-385-009 | ARNING GEORGE E<br>1245 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 3.84 |
| 11-11-05-385-011 | BASLER VIRGINIA<br>1246 ELBRIDGE DR<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-05-385-012 | ORLOWSKI DANIEL & KRISTIN<br>1240 ELBRIDGE DR<br>YPSILANTI MI 48197 | 8226: OWEN | 3.84 |
| 11-11-05-385-013 | MAES ERIC<br>1234 ELBRIDGE DR<br>YPSILANTI MI 48197 | 8226: OWEN | 3.84 |
| 11-11-05-385-014 | PERALTA HUASCAR & MONIQUE<br>1228 ELBRIDGE DR<br>YPSILANTI MI 48197 | 8226: OWEN | 3.84 |
| 11-11-05-385-015 | SHERBA SYLVIA OLGA<br>1222 ELBRIDGE DR<br>YPSILANTI MI 48197 | 8226: OWEN | 3.84 |
| 11-11-05-385-016 | HOLQUIST ARDEN CARL<br>1216 ELBRIDGE DR<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-385-017 | EVERS, JUDY L<br>1210 ELBRIDGE DR<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-385-018 | BELCHER HAROLD C & PRENTI<br>1206 ELBRIDGE DR<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-05-385-019 | LAURAIN JAMES M SR, TRUST<br>1206 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.84 |
| 11-11-05-385-020 | STUCKER, JILL R<br>1200 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-05-386-001 | RICCOBONO WILLIAM<br>503 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-386-002 | ANDO HOWARD/WILKINSON JAN<br>1203 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-386-004 | TORKKO TERRI D<br>1207 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-386-005 | VLIET DONALD G<br>1209 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-386-006 | PETERSON ROGER<br>1211 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-386-007 | WICKERING THEODORE & VICK<br>1213 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-386-008 | ADAIR WAYNE W JR<br>1301 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-386-009 | PAPPAS MARK & SAKER MARIL<br>1303 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-386-010 | KORPAL BRIAN & SIBYL<br>1305 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |
| 11-11-05-386-011 | WEEKS JOHN A & SUSAN<br>1307 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.70 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-05-386-012 | WINN JOHN H<br>1306 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.99 |
| 11-11-05-386-013 | BEAL PROPERTIES, LLC<br>1304 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.99 |
| 11-11-05-386-014 | WINN NELLIE M<br>1302 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.99 |
| 11-11-05-386-015 | PJM INVESTMENTS, LLC<br>1300 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.99 |
| 11-11-05-386-016 | PJM INVESTMENTS, LLC<br>1212 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.99 |
| 11-11-05-386-017 | PJM INVESTMENTS, LLC<br>1210 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.99 |
| 11-11-05-386-018 | MCLAUGHLIN PATRICK<br>1208 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.99 |
| 11-11-05-386-019 | OSWALD NATHAN L & ROBIDOU<br>1206 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.99 |
| 11-11-05-386-021 | THOMPSON DAVID & PHYLLIS<br>1202 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-386-022 | CRAWLEY ROBERT L. & SUSAN<br>1200 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-386-023 | MOREY JUDITH<br>1205 WHITTIER RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.94 |
| 11-11-05-455-017 | BALLNIK ANDREW J<br>1120 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 5.56 |
| 11-11-05-455-018 | SINGLE DAVID & ELLEANA<br>1116 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 10.01 |
| 11-11-05-455-019 | HUFFAKER VERNON P & MARGA<br>1112 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 7.72 |
| 11-11-05-455-020 | BOYCE JENNIFER L & GEORGE<br>505 FAIRVIEW CR<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-455-021 | BUNTON EDWIN/KYLE J<br>507 FAIRVIEW CR<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-05-460-007 | OLSEN MEGAN A<br>508 FAIRVIEW CR<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-460-008 | MATWIEJCZYK DANIEL &<br>506 FAIRVIEW CR<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-05-460-009 | SCHIMPP BYRON B<br>1020 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 8.00 |
| 11-11-05-460-010 | GATES, SHAWN<br>1012 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 7.00 |
| 11-11-05-460-011 | TIMES 3 VENTURES LLC<br>1010 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 5.85 |
| 11-11-05-460-012 | GOLDER JOSEPH<br>1002 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.99 |
| 11-11-05-465-002 | FANNIE MAE<br>1007 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.99 |
| 11-11-05-465-003 | MOHAMMAD SYED NASIR<br>1015 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 5.28 |
| 11-11-05-465-004 | TRAM PROPERTIES, LLC<br>1017 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 5.28 |
| 11-11-05-465-006 | OLIVERO RENO & RENATE S<br>1023 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 5.42 |
| 11-11-05-465-007 | LINN ANDREA & SHANNA<br>1029 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 9.44 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-05-465-008 | WOODSIDE PAUL & GERALDINE<br>1033 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 5.71 |
| 11-11-05-465-009 | WOODSIDE WAYNE P & PATRIC<br>1035 WASHTENAW AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 6.28 |
| 11-11-05-465-010 | FIRST BAPTIST CHURCH<br>1110 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 25.94 |
| 11-11-05-465-011 | FIRST BAPTIST CHURCH<br>W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 9.15 |
| 11-11-05-466-002 | KASHAM AMIR<br>1021 WASHTENAW AVE C<br>YPSILANTI MI 48197 | 8226: OWEN | 2.26 |
| 11-11-05-466-003 | KASHAM HEYMAN<br>1021 WASHTENAW AVE B<br>YPSILANTI MI 48197 | 8226: OWEN | 2.26 |
| 11-11-05-466-004 | KASHAM HEYMAN<br>1021 WASHTENAW AVE A<br>YPSILANTI MI 48197 | 8226: OWEN | 2.26 |
| 11-11-08-225-001 | SAXTON WILLIAM ALAN<br>325 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 7.05 |
| 11-11-08-225-002 | GRIFFIN ANDREW<br>1207 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-08-225-003 | DODD MICHAEL & MC CRACKEN<br>1209 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-08-225-004 | BRUNEAU KENNETH E & MICHA<br>1211 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.12 |
| 11-11-08-225-005 | LOUNSBERRY JEFFERY L,KATH<br>1213 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.12 |
| 11-11-08-225-006 | TAYLOR JEWELL A<br>1215 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.12 |
| 11-11-08-225-007 | ASHMORE JESSICA & LANG MA<br>1301 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-08-225-008 | RELIABLE RENTALS & INVEST<br>1303 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-08-225-009 | GRIFFARD MARY C, TRUST<br>1305 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-08-225-010 | ELLIOT SCOTT,ELLIOT-UFFNE<br>1309 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.75 |
| 11-11-08-225-011 | CAHOURS GORDON & VIRGINIA<br>1311 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.08 |
| 11-11-08-225-012 | CAMERON ANDREW & PEPPERMA<br>1313 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 5.71 |
| 11-11-08-225-013 | DONIGAN A & RICHARDS G<br>360 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-08-225-014 | CONTI RALPH & GERRY<br>1230 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-08-225-015 | DAVISON ANN R<br>1228 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-08-225-016 | ROWLEY ROBERT & KATHY<br>1226 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-08-225-017 | HENLEIN ANITA, TRUST<br>1224 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-08-225-018 | HENLEIN ANITA, TRUST<br>1222 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-08-225-019 | GUYTON ELIZABETH N & JEFF<br>1218 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.51 |
| 11-11-08-225-020 | WILLIAMS NINA HODGE<br>1216 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |

BLOCK: Winter - Winter, INDEX: SEASON
All Special Assessments

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-08-225-021 | GEHERIN DAVID & DIANE<br>1214 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-08-225-022 | FRAKER, JOYCE E TRUST<br>1212 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-08-225-023 | BODARY MICHAEL V & KATHY<br>1206 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-08-225-024 | JOHNSON HEIDI N<br>1204 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-08-226-001 | CHOV PAUL BUTMOE<br>1401 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-08-226-002 | SAK BRIAN & HOUK SHERLYN<br>1403 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-08-226-003 | SCHEW LEAH & PETERSON KAT<br>1405 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-08-226-004 | RUSSELL JOHN<br>1407 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-08-226-005 | GATES SHAWN P & BROOKE E<br>360 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-08-226-006 | TYRA LORI B<br>350 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-08-226-007 | HOLQUIST ARDEN CARL & SHI<br>1310 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.27 |
| 11-11-08-226-008 | HEE CHRISTOPHER E & JOANN<br>1306 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.46 |
| 11-11-08-226-009 | COLVIG MATTHEW R & ANNA C<br>1304 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.08 |
| 11-11-08-226-010 | STEVENSON KATHLEEN L<br>1302 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-08-226-011 | LONGO DENNIS F. & EMMA L.<br>349 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-08-226-012 | JENKINSON LYNN M<br>359 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-205-003 | MAY DUSTY A & ANNA<br>1115 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-205-004 | AVERNENI LAXMI RUTH<br>1111 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.51 |
| 11-11-40-205-005 | THRASHER DAVID E<br>1109 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.51 |
| 11-11-40-205-006 | MARTIN BRUCE & JEWEL<br>1107 W CROSS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.51 |
| 11-11-40-205-014 | J & C ENTERPRISES, LLC<br>305 HIAWATHA ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-205-015 | AHLES TIMOTHY C.<br>303 HIAWATHA ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.51 |
| 11-11-40-205-016 | CLINE MARTHA L TRUST<br>301 HIAWATHA ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-205-017 | SIMMONS JEAN<br>1104 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 2.74 |
| 11-11-40-205-018 | STEINKELLNER THOMAS & BET<br>1106 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 2.84 |
| 11-11-40-205-019 | PHILLIPS MILLARD D & DEAN<br>1110 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.75 |
| 11-11-40-205-020 | WOODSIDE PAUL<br>1112 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-40-205-021 | BELTSOS NICHOLAS<br>1114 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-205-022 | HOFFMAN MATTHEW T<br>304 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-205-023 | NORTON CAROL J<br>306 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-205-024 | MCCLEERY RYAN E & ABIGAIL<br>308 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-205-025 | SANCH SUSAN E &<br>310 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-205-026 | VICTOR CHRISTINE<br>312 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-205-027 | DOYLE KATHLEEN G<br>1113 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-206-001 | LAMBIE WILLIAM K<br>1205 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.04 |
| 11-11-40-206-002 | CHAPPELL SHARON C<br>1207 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.89 |
| 11-11-40-206-003 | ARNOLD NATHAN C & JAMIE L<br>1209 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.27 |
| 11-11-40-206-004 | ECOS MANAGEMENT LLC<br>1213 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.33 |
| 11-11-40-206-005 | BENGTSSON ERLING & MERETE<br>1217 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.89 |
| 11-11-40-206-006 | KEECH JASON & DAWN M<br>1219 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.08 |
| 11-11-40-206-007 | MILLS VALERIE L<br>1221 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.52 |
| 11-11-40-206-008 | KIRKENDALL JOHN & CAROLYN<br>1227 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.71 |
| 11-11-40-206-009 | RUSSIE STEVEN & LAURIE<br>1229 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-206-010 | RYAN EOIN J & KARRY A<br>234 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-206-011 | THOMAS HENRY E & ROSEMARI<br>224 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.51 |
| 11-11-40-206-012 | HOLLAND PHILIP J & DAY AS<br>1224 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-206-013 | HOLLAND PHILIP J & DAY AS<br>1222 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-206-014 | WILTON , JAMES V TRUST<br>1220 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 5.61 |
| 11-11-40-206-015 | POST ARLENE & RICHARD<br>1216 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-206-016 | COLE BENJAMIN & HIROKO<br>1214 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-206-017 | THORBURN CATHY ANN<br>1212 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-206-018 | BANKS PAULINE<br>1208 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 5.42 |
| 11-11-40-206-019 | ROCKWOOD JANET<br>1206 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-40-206-020 | STARK BRADLEY W & MARY D<br>1204 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-40-206-021 | JONES SYLVIA NORRIS<br>1202 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-206-022 | RYE MELODY J & JOHNSON JA<br>303 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.89 |
| 11-11-40-206-023 | JOHNSON STEPHEN J-HEIDI N<br>305 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-206-024 | NICKELS WILLIAM G & KAREN<br>311 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.23 |
| 11-11-40-207-002 | REEVE-SANCH<br>1305 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-207-003 | LLOYD DONALD G & TREMONTE<br>1307 WESTMOORLAND RD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.42 |
| 11-11-40-207-004 | EDMUNDS KATHRYN M<br>246 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 5.80 |
| 11-11-40-207-010 | SCHIER CARL F & BETHEA SY<br>1228 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 2.07 |
| 11-11-40-207-011 | SCHIER CARL F & BETHEA SY<br>212 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.41 |
| 11-11-40-208-001 | STRITMATTER DANNY,O'NIELL<br>1301 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.89 |
| 11-11-40-208-002 | HALLIWILL HUI-MIN & DAVID<br>1303 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-208-003 | KINCH DEREK & JENNIFER<br>1305 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-208-004 | LOWE DOUGLAS<br>188 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-208-005 | JHA RAVI<br>180 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-208-006 | FLYNN BARBARA,TRUST<br>172 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-40-208-007 | BANK OF AMERICA FIELD SER<br>156 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.46 |
| 11-11-40-208-008 | SMITH ALAN L & LINDA K<br>1306 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.94 |
| 11-11-40-208-009 | FIELD ROBERT J. & MARY E.<br>1304 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-208-010 | FIELD ROBERT J. & MARY E.<br>1302 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-209-001 | RAMSAY O BERTRAND & PATRI<br>1203 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.89 |
| 11-11-40-209-002 | SHOLL DAVID J & PRZYBILLA<br>1207 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-003 | POHRT NATASHA & KARL<br>1209 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-004 | WIDMAYER VIRGINIA R, TRUS<br>1211 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-005 | DAY ANYA-VICTORIA/POLJANA<br>1213 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-006 | CONLIN MAUREEN E<br>1215 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-007 | MARSH WILLIAM R & AUDREY<br>1217 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.66 |
| 11-11-40-209-008 | JEWETT MICHAEL<br>1221 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-40-209-009 | KUKES THELLEA & LEVEQUE J<br>1223 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-010 | ROBINSON RAND & MARCIA<br>1225 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-011 | BAXTER ANN MARIE<br>1227 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-012 | KEILS NANCY E<br>1222 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-209-013 | CASEY MATTHEW JOSEPH<br>1220 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-014 | GROVER KIMBERLY & STRANSK<br>1218 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-015 | ALT WILLIAM J & MOLONEY A<br>1216 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-016 | BARRY E LEONARD SR<br>1214 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-017 | DORSEY, DUSTIN<br>1212 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-018 | BROWN JEFFREY D & MEGAN K<br>1210 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-019 | ENFIELD JUSTIN & MELISSA<br>1208 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-020 | OGDEN MARIANNE<br>1206 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-021 | CRYDERMAN RAYMOND & BOMIA<br>1204 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-209-022 | LYNCH HAROLD W<br>1202 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-209-023 | WAUGH KATHERINE K<br>201 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-209-024 | MCDONNELL ROBERT &KATHLEE<br>203 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-209-025 | CUNNINGHAM JOHN A<br>207 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-40-209-026 | MORROW TIMOTHY & TERESA<br>209 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-210-006 | WARREN ELIZABETH<br>1101 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-210-007 | CERCONE SUSAN<br>1103 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.18 |
| 11-11-40-210-008 | ELLIS CECELIA HELEN<br>1107 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.18 |
| 11-11-40-210-009 | KLEIMOLA CHRISTINE N<br>1109 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-210-010 | GERSTLER BARBARA A<br>1111 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-210-011 | KERNOHAN MICHAEL D<br>1113 SHERMAN ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-210-012 | THOMAS LARRY & MICHELLE<br>210 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-210-013 | PERRY JENNIFER<br>208 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-210-014 | SONI VIVASVAN & SWINEY UR<br>206 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-40-210-015 | ROJO2 LLC<br>204 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-210-016 | CORNETT, ANDREW C<br>202 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-210-017 | BARRIOS, JAVIER<br>1124 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-210-018 | WEINBERG SYLVIA<br>1122 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-210-019 | BURPEE THOMAS & ASHLEY<br>1120 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-210-020 | HIRSCHMAN JENNIFER<br>1118 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-210-021 | LARSEN BRIAN & HINCHLIFFE<br>1116 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-210-022 | HOANG PHUONG<br>1114 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-210-023 | BLOWER DANIEL/MASSIE DAWN<br>1112 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-280-007 | WERNER-GRAY, KRISTEN-SEAN<br>1111 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-280-008 | WAITE MICHAEL J & TAMMY K<br>1113 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-280-009 | WEDEL RICK A<br>1115 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-280-010 | NORTON JUNE & NORTON CARO<br>1117 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-280-011 | WATKINS KEVIN W & NANCY G<br>1119 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-280-012 | HUMMEL TROY<br>1121 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-280-013 | NAPOLEON, DAVIDA<br>1123 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-280-014 | SPICER TONY G & DION ERIN<br>110 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-280-015 | FOX JAMES W<br>108 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-280-016 | BEST MARGARET<br>106 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-280-017 | ZALEK STEPHEN F & ANN T<br>104 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-280-018 | ALBERTSON, CAMMILA A<br>102 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-280-019 | MURPHY COLIN T<br>1124 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-280-020 | BERMAN KIRA & STIDD SEAN<br>1122 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-280-021 | REPPKE JAMES & DIANE<br>1120 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-280-022 | FORBES DEBORAH J<br>1118 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-280-023 | VARGO WILLIAM P<br>1116 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-280-024 | ESTATE OF SAM KOLMAN<br>1114 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-40-280-025 | BOWEN PAULINE TRUST<br>1112 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-281-004 | SINKULE CHARLES WILIAM II<br>1209 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-281-005 | CLARKE SHAUN & ADRIANNE<br>1211 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-281-006 | CLARKE SHAUN & ADRIANNE<br>1213 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-281-007 | BINDER RICHARD & DOREEN H<br>1215 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-281-008 | DICKEY CLIFFORD<br>1217 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-281-009 | ROGERS ANDRE M<br>1219 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-281-010 | COLLINS SUZANNE C/KRESS P<br>1221 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-281-011 | ICHESCO JON & CAROLE<br>1218 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-281-012 | THOMAS RICARDO<br>1216 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-281-013 | MONROE CHARLIE & LINDA<br>1214 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-281-014 | SCHROEDER JEREMY & HEATHE<br>1212 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-281-015 | BAKER LAURA C & SCOTT<br>1210 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-281-016 | BATES DAVID R<br>1208 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-281-017 | WEISS JOHN & SARAH,TRUST<br>1206 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-281-018 | KELLEY EVA D<br>1204 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.32 |
| 11-11-40-281-019 | TOTH-CHERNIN, JANICE M<br>1202 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-281-020 | MCGOVERN EDWARD W & JESSI<br>101 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-281-021 | KRAUSE STEVEN & WANNAMAKE<br>103 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-281-022 | JACKSON FLOYD/CAROL<br>105 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.70 |
| 11-11-40-281-023 | TAYLOR HAROLD & JUDY K<br>109 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.42 |
| 11-11-40-282-001 | HOPPE LARRY/KIM PORTER<br>1303 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.85 |
| 11-11-40-282-002 | GREFF MATTHEW & RENE<br>1305 GRANT ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.94 |
| 11-11-40-282-003 | LIGGETT LUCY<br>146 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-40-282-004 | SMITH JANET E, TRUST<br>130 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.27 |
| 11-11-40-282-005 | HAMILTON KEVIN L & ANGELA<br>120 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-40-282-006 | HAMILTON KEVIN L & ANGELA<br>106 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-40-282-007 | ICHESCO JONATHAN & MELANI<br>1308 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-282-008 | CARLIER CAROLA & FORNOFF<br>1306 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-282-009 | PIETCH, BRYAN-AMY K<br>1304 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-282-010 | BUTCHART JOSEPH T & AMY T<br>1302 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-283-001 | GABLE HAROLD L II & MELOD<br>1301 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.89 |
| 11-11-40-283-002 | SUCKSTORFF DALE<br>1305 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.89 |
| 11-11-40-283-003 | SMITH HEIDI R<br>1307 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-283-004 | SHIELDS EILEEN<br>1309 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.08 |
| 11-11-40-283-005 | TWIGG ERIC<br>1315 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-40-283-006 | PECK PATRICK K & VALERI M<br>1314 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-283-007 | HUNTLEY CAROL J & HEMINGW<br>1312 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.51 |
| 11-11-40-283-008 | ROLL LAURA<br>1310 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-283-009 | DOORLAG MARK H & LESLIE A<br>1308 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-283-010 | BROWN KEITH<br>1306 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-283-011 | ROGERS BRANDON<br>1304 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-283-012 | ALDERDYCE ARDITH<br>1302 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-284-001 | PUGSLEY DARCY<br>1205 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.37 |
| 11-11-40-284-002 | VANDERWOP ANTHONY M & ANN<br>1207 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-40-284-003 | CLISHAM CATHLEEN JANE<br>1211 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-284-004 | PERKINS SAMUEL & KELLEE<br>1215 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-284-005 | PERKINS SAMUEL & KELLEE<br>1217 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-284-006 | VANDER MEULEN THOMAS & SA<br>1219 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-284-007 | DUFF THOMAS E & CRISTINE<br>1216 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-284-008 | TRIPP ANGELA S<br>1214 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-284-009 | BROWN CHERYL A & OLSCHANS<br>1212 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-284-010 | LOGAN ROBERT W<br>1210 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-284-014 | WEBSTER MARY LOU<br>1202 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 2.55 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-40-284-015 | ZAHN DIANE<br>9 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 2.65 |
| 11-11-40-284-016 | BURCHETT PATRICIA L, TRUS<br>11 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-284-017 | CHARLES D PHILLIP<br>13 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-284-018 | LENT JO L & JEFFRIES DAVI<br>15 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-284-019 | OTENG ROCKEFELLER<br>1201 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-284-021 | KENNARD JOEL AND SUSAN<br>1208 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-284-022 | CARACCIOLO KARRI L<br>1204 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.51 |
| 11-11-40-285-007 | HAWLEY DARRELL W & ANGELA<br>1111 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-285-008 | OUTLAND DARLENE L<br>1113 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-285-009 | BEACH REBEKAH<br>1115 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-285-010 | ROBERTS JOYCE A<br>1117 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-285-011 | SCHOOLMASTER DONALD R SR.<br>1119 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-285-012 | SANSBURY JENNIFER F & R G<br>1121 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-285-013 | GARBONDEN MARY S<br>1123 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-285-014 | MOELLERING MARK<br>1125 PEARL ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-285-015 | CARBONE JAMES A & LORETTA<br>100 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-285-016 | LIEDERBACH JEFFREY AND PA<br>14 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-285-017 | KESTLY MICHAEL C<br>12 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-285-018 | HELVEY RONALD ABBOTT<br>10 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-285-019 | WEISE CAROL L & RUSSELL J<br>8 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-285-020 | BYE P.J.<br>1128 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-285-023 | SIMS III ORLIE J<br>1122 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-285-024 | CITINO ROBERT & ROBERTA J<br>1120 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-285-025 | YOHN PENNY, TRUST<br>1118 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-285-026 | CAWETZKA BRUCE & MARTHA<br>1116 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-285-027 | CAWETZKA BRUCE & MARTHA<br>1114 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-305-001 | ANDERSON ROBERT & AMIE C<br>1123 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 2.65 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-40-305-002 | LOREE JOHN, TRUST<br>1125 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.12 |
| 11-11-40-305-003 | FRY MICHAEL D & LYCAN ARI<br>1127 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.12 |
| 11-11-40-305-004 | KOCHAN CHRISTINE<br>1129 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-306-001 | HIXSON STEVEN<br>1207 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-306-002 | CARPENTER TERRY & JOHANNA<br>1209 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-306-003 | MONGER JAMES C & NATANIA<br>1211 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-306-004 | WRIGHT AMY<br>1213 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-306-005 | PEARSON DEBORAH J & HADDE<br>1215 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-306-006 | VANDERMEULEN DENNIS & JE<br>1210 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-306-007 | MAYRENT RANDI<br>1208 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-306-008 | HIGNITE LORI<br>1206 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-306-009 | PREVOST ROBERT A<br>1204 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.03 |
| 11-11-40-306-010 | PREVOST ROBERT A<br>1 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 4.75 |
| 11-11-40-306-014 | TOUCHBERRY ROBERT E & JUL<br>3 N WALLACE BLVD<br>YPSILANTI MI 48197 | 8226: OWEN | 5.23 |
| 11-11-40-307-001 | CLARK JUSTIN L & TORI R<br>1303 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-40-307-002 | JUDGE JUSTIN<br>1305 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-307-003 | HOLLINGSWORTH ALTON/PICKA<br>1307 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-307-004 | BRAY TAMARA L<br>1309 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-307-005 | OWEN-PICKREL TRUST<br>40 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 4.08 |
| 11-11-40-307-006 | THAI MINH HAN<br>28 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 3.60 |
| 11-11-40-307-007 | JONES PAMELA & STRUTZ AMY<br>8 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 8226: OWEN | 3.41 |
| 11-11-40-307-008 | TERA YATES<br>1226 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-307-009 | SMITH DEBBIE D & DONLAN B<br>1224 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-307-010 | ICHESCO MARY, TRUST<br>1222 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-307-011 | VELEZ-FELIX DAVID<br>1220 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 4.56 |
| 11-11-40-307-012 | WHITE PINE MANAGEMENT LLC<br>1216 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |
| 11-11-40-307-013 | LIMMER MICHAEL L<br>9 OWENDALE ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.22 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-40-310-004 | FRYE MARY LEE<br>1137 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-40-310-005 | CHRISTENSEN NANCY<br>1135 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-40-310-006 | CHOBERKA GRIMM DAVID & ER<br>1133 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-40-310-007 | JONES ROBERT D II & DANIE<br>1131 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-40-310-008 | EIFERT GEORGIE L<br>1129 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-40-310-009 | FAUSETT BLAKE & HEIDI<br>1127 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-40-310-010 | BALDWIN, SHELLY<br>1125 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-40-310-011 | NOLLENDORFS GUNARS<br>1123 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-40-310-012 | MANGUS DONALD E & RACHEL<br>1121 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-40-310-013 | RYAN EOIN J & KERRY A<br>1119 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.99 |
| 11-11-40-310-014 | HASENAU J. JAMES<br>1117 S CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.79 |
| 11-11-40-433-010 | COLLINS NANCY A<br>1014 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.51 |
| 11-11-40-433-011 | WOODWARD NICHOLE<br>1012 N CONGRESS ST<br>YPSILANTI MI 48197 | 8226: OWEN | 3.51 |
| 11-11-39-145-018 | MOOD DERVIN R<br>937 PLEASANT DR<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 16.71 |
| 11-11-39-145-019 | DZIAK ANNE J<br>W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 7.55 |
| 11-11-39-145-020 | TRAPP RONALD & MARGARET<br>146 W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 11.04 |
| 11-11-39-145-043 | JACKSON RONALD & CYNTHIA<br>12 W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 14.09 |
| 11-11-39-145-044 | PERKINS AARON CARL<br>18 W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 14.09 |
| 11-11-39-145-045 | KASS RYSZARD<br>86 W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 7.55 |
| 11-11-39-145-046 | KASS RYSZARD<br>100 W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 7.55 |
| 11-11-39-145-047 | KASS RYSZARD<br>114 W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 7.55 |
| 11-11-39-145-048 | KASS RYSZARD<br>128 W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 7.55 |
| 11-11-39-214-004 | FOLEY DONALD K ,ETHAN K<br>1010 W MICHIGAN AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 7.98 |
| 11-11-40-312-013 | BENNETT KELLY A<br>30 S MANSFIELD ST<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 7.11 |
| 11-11-40-357-004 | MOORE DARYL<br>15 W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 12.35 |
| 11-11-40-357-005 | GRISHAM MAURICE & SHEILA<br>31 W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 11.48 |
| 11-11-40-357-006 | COLLINS BENJAMIN & SARAH<br>45 W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 11.91 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-40-357-007 | SCHIPPERS JOHN & ERICA<br>211 W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 13.00 |
| 11-11-40-357-009 | MANNING AARON & NATALIE<br>105 W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 8.20 |
| 11-11-40-357-010 | SYDNEY, BRIDGES A<br>135 W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 8.20 |
| 11-11-40-357-011 | WILSON AARON ALBERT & BRO<br>165 W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 8.42 |
| 11-11-40-357-012 | SCHIPPERS JOHN L & ERICA<br>195 W WARNER AVE<br>YPSILANTI MI 48197 | 8260: REC PARK DRAIN | 8.20 |
| 11-11-05-359-001 | FEDERAL NATIONAL MORTGAGE<br>1775 WASHTENAW AVE<br>YPSILANTI MI 48197 | 116: GRAFFITI | 150.00 |
| 11-11-09-109-006 | GALLUP PROPERTIES LLC<br>202 N LINCOLN ST<br>YPSILANTI MI 48197 | 109: TRASH | 2,000.00 |
| 11-11-09-170-020 | CALHOUN DEBORAH<br>314 SOUTH ST<br>YPSILANTI MI 48198 | 109: TRASH | 50.00 |
| 11-11-37-156-003 | BETTS LORENZO JR<br>485 JEFFERSON ST<br>YPSILANTI MI 48197 | 109: TRASH | 500.00 |
| 11-11-39-285-005 | JACOB REO REALTY LLC<br>402 SECOND AVE<br>YPSILANTI MI 48197 | 109: TRASH | 450.00 |
| 11-11-39-414-006 | ANDERSON THELMA<br>310 S ADAMS ST<br>YPSILANTI MI 48197 | 109: TRASH | 200.00 |
| 11-11-40-135-019 | O'HARA DAVID M<br>954 W CROSS ST<br>YPSILANTI MI 48197 | 109: TRASH | 95.00 |
| 11-11-40-482-004 | KIRCHER DAVID<br>313 WASHTENAW AVE<br>YPSILANTI MI 48197 | 109: TRASH | 150.00 |
| 11-11-40-482-005 | KIRCHER DAVID<br>315 WASHTENAW AVE<br>YPSILANTI MI 48197 | 109: TRASH | 100.00 |
| 11-11-37-100-003 | LOVE HELEN S<br>119 BELL RD<br>YPSILANTI MI 48197 | 124: DANGEROUS - ESCR | 600.00 |
| 11-11-37-128-003 | RAGGS JIM<br>818 MONROE ST<br>YPSILANTI MI 48197 | 124: DANGEROUS - ESCR | 600.00 |
| 11-11-37-151-001 | JACOB REO REALTY LLC<br>439 MADISON ST<br>YPSILANTI MI 48197 | 124: DANGEROUS - ESCR | 600.00 |
| 11-11-37-155-009 | WARE PATRICIA D<br>875 JEFFERSON ST<br>YPSILANTI MI 48197 | 124: DANGEROUS - ESCR | 600.00 |
| 11-11-39-101-017 | PATE JAMES<br>15 S WASHINGTON ST<br>YPSILANTI MI 48197 | 124: DANGEROUS - ESCR | 300.00 |
| 11-11-40-113-006 | QUALITY STUDENT HOUSING L<br>414 PERRIN ST<br>YPSILANTI MI 48197 | 124: DANGEROUS - ESCR | 600.00 |
| 11-11-40-415-003 | MOTHERAM, SRINIVAS R<br>413 WASHTENAW AVE<br>YPSILANTI MI 48197 | 124: DANGEROUS - ESCR | 600.00 |
| 11-11-40-462-014 | EDWARD, JAY<br>43 S SUMMIT ST<br>YPSILANTI MI 48197 | 124: DANGEROUS - ESCR | 600.00 |
| 11-11-40-482-004 | KIRCHER DAVID<br>313 WASHTENAW AVE<br>YPSILANTI MI 48197 | 124: DANGEROUS - ESCR | 600.00 |
| 11-11-37-100-003 | LOVE HELEN S<br>119 BELL RD<br>YPSILANTI MI 48197 | 125: DANGEROUS - INSP | 150.00 |
| 11-11-37-128-003 | RAGGS JIM<br>818 MONROE ST<br>YPSILANTI MI 48197 | 125: DANGEROUS - INSP | 150.00 |
| 11-11-37-151-001 | JACOB REO REALTY LLC<br>439 MADISON ST<br>YPSILANTI MI 48197 | 125: DANGEROUS - INSP | 150.00 |
| 11-11-37-155-009 | WARE PATRICIA D<br>875 JEFFERSON ST<br>YPSILANTI MI 48197 | 125: DANGEROUS - INSP | 150.00 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-39-101-017 | PATE JAMES<br>15 S WASHINGTON ST<br>YPSILANTI MI 48197 | 125: DANGEROUS - INSP | 75.00 |
| 11-11-39-440-032 | NEW CITY FINANCIAL, LLC<br>774 HARRIET ST<br>YPSILANTI MI 48197 | 125: DANGEROUS - INSP | 150.00 |
| 11-11-39-483-002 | CLARK RONALD H<br>25 BELL RD<br>YPSILANTI MI 48197 | 125: DANGEROUS - INSP | 150.00 |
| 11-11-40-113-006 | QUALITY STUDENT HOUSING L<br>414 PERRIN ST<br>YPSILANTI MI 48197 | 125: DANGEROUS - INSP | 150.00 |
| 11-11-40-415-003 | MOTHERAM, SRINIVAS R<br>413 WASHTENAW AVE<br>YPSILANTI MI 48197 | 125: DANGEROUS - INSP | 150.00 |
| 11-11-40-462-014 | EDWARD, JAY<br>43 S SUMMIT ST<br>YPSILANTI MI 48197 | 125: DANGEROUS - INSP | 150.00 |
| 11-11-40-482-004 | KIRCHER DAVID<br>313 WASHTENAW AVE<br>YPSILANTI MI 48197 | 125: DANGEROUS - INSP | 150.00 |
| 11-11-04-361-001 | KRAMER JOE, FARRELL JOHN<br>638 N ADAMS ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 120.00 |
| 11-11-04-403-009 | DOSS, SUSAN<br>806 DWIGHT ST<br>YPSILANTI MI 48198 | 112: RENTAL INSPEC | 55.00 |
| 11-11-04-410-028 | CARPENTER TIMOTHY<br>712 N RIVER ST<br>YPSILANTI MI 48198 | 112: RENTAL INSPEC | 190.00 |
| 11-11-04-460-025 | TALLEY KATHLEEN M<br>56 E FOREST AVE<br>YPSILANTI MI 48198 | 112: RENTAL INSPEC | 206.00 |
| 11-11-05-307-019 | BANK OF AMERICA<br>1470 KINGWOOD ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 108.00 |
| 11-11-05-308-010 | BRICENO-ABREU JOSE R & EM<br>746 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 50.00 |
| 11-11-09-192-004 | BYRNE MICHAEL<br>316 PARSONS ST<br>YPSILANTI MI 48198 | 112: RENTAL INSPEC | 75.00 |
| 11-11-37-155-003 | JONES EDWARD & EMILY<br>827 JEFFERSON ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 45.00 |
| 11-11-39-130-010 | SMITH RUSSELL PATRICK & C<br>801 W MICHIGAN AVE<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 45.00 |
| 11-11-39-131-010 | GOLDEN SUNRISE, LLC<br>852 HILL ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 50.00 |
| 11-11-39-168-023 | FRANCOIS ALLEN<br>122 HAWKINS ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 98.00 |
| 11-11-39-174-004 | BRADBURY CALVIN E<br>709 FERRIS ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 90.00 |
| 11-11-39-177-012 | CHAMPION THOMAS & LAUREL<br>208 S HAMILTON ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 98.00 |
| 11-11-39-415-005 | ODUM & ASSOCIATES LLC<br>405 S HAMILTON ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 45.00 |
| 11-11-39-427-005 | JOSE-SILVA, MANUEL-ERIKA<br>445 HAWKINS ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 53.00 |
| 11-11-39-440-008 | PHH MORTGAGE<br>849 FREDERICK ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 108.00 |
| 11-11-39-440-021 | LETT VICTOR LARUE & BEULA<br>856 HARRIET ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 151.00 |
| 11-11-39-465-002 | LANIER DENNIS<br>1029 FREDERICK ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 53.00 |
| 11-11-39-465-020 | ST MARY'S MISSIONARY BAPT<br>570 FIRST AVE<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 103.00 |
| 11-11-40-107-003 | 207 ARCADE ,LLC<br>207 ARCADE ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 95.00 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-40-112-001 | JENSEN LEON B & KIKUE M<br>501 N HAMILTON ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 50.00 |
| 11-11-40-112-009 | WEHR MICHAEL & MICHELE<br>415 W FOREST AVE<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 160.00 |
| 11-11-40-163-025 | KASHAM, DALIA<br>207 N SUMMIT ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 212.00 |
| 11-11-40-182-014 | JONES BRENDA L, TRUST<br>213 BALLARD ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 106.00 |
| 11-11-40-184-015 | PADGETT, DERRICK<br>309 N HAMILTON ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 55.00 |
| 11-11-40-185-008 | EASTERN OAKS, LLC<br>302 N HAMILTON ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 160.00 |
| 11-11-40-185-010 | KLAASSEN SCOTT<br>301 N ADAMS ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 37.00 |
| 11-11-40-187-007 | DELUCA TODD<br>207 OLIVE ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 45.00 |
| 11-11-40-414-001 | KAMOI LOIS<br>413 EMMET ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 120.00 |
| 11-11-40-430-013 | TRI COUNTY INVESTMENTS, I<br>716 PEARL ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 155.00 |
| 11-11-40-464-014 | SHIRI, MENASHE<br>703 PEARL ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 106.00 |
| 11-11-40-464-028 | DUBOIS JOHN G & REBEKAH<br>702 N CONGRESS ST<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 53.00 |
| 11-11-40-487-001 | FANNIE MAE<br>103 WASHTENAW AVE<br>YPSILANTI MI 48197 | 112: RENTAL INSPEC | 424.00 |
| 11-11-05-245-028 | FEDERAL HOME LOAN MORTGAG<br>1524 GREGORY AVE<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-05-305-015 | CALLISON CHRISTOPHER<br>1320 COLLEGEWOOD DR<br>YPSILANTI MI 48197 | 110: WEEDS | 230.00 |
| 11-11-05-363-002 | LYSTER DIANE V, TRUST<br>480 N MANSFIELD AVE<br>YPSILANTI MI 48197 | 110: WEEDS | 230.00 |
| 11-11-06-407-004 | PORTER STEPHEN J<br>2037 ROOSEVELT BLVD<br>YPSILANTI MI 48197 | 110: WEEDS | 300.00 |
| 11-11-09-112-019 | MALOCHA LUCINDA M<br>229 N PROSPECT ST<br>YPSILANTI MI 48198 | 110: WEEDS | 115.00 |
| 11-11-09-170-018 | WYATT, GARY<br>310 SOUTH ST<br>YPSILANTI MI 48198 | 110: WEEDS | 115.00 |
| 11-11-09-170-020 | CALHOUN DEBORAH<br>314 SOUTH ST<br>YPSILANTI MI 48198 | 110: WEEDS | 230.00 |
| 11-11-09-192-008 | THUMM, ROBERT<br>317 SOUTH ST<br>YPSILANTI MI 48198 | 110: WEEDS | 115.00 |
| 11-11-09-192-009 | THUMM ROBERT<br>319 SOUTH ST<br>YPSILANTI MI 48198 | 110: WEEDS | 230.00 |
| 11-11-09-192-010 | THUMM ROBERT<br>321 SOUTH ST<br>YPSILANTI MI 48198 | 110: WEEDS | 230.00 |
| 11-11-09-405-021 | GAYLORD ROBERT C & GLENDA<br>119 S GROVE ST<br>YPSILANTI MI 48198 | 110: WEEDS | 230.00 |
| 11-11-10-330-004 | BANK OF NEW YORK MELLON<br>720 TOWNER ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-10-335-010 | WELLS BYRON THOMAS<br>203 ARNET ST<br>YPSILANTI MI 48198 | 110: WEEDS | 115.00 |
| 11-11-10-335-019 | LARUE-CLARKE, BARYY-KIMBE<br>765 MILDRED ST<br>YPSILANTI MI 48198 | 110: WEEDS | 115.00 |

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-37-105-004 | SEIZED PROPERTY<br>21 BRIGGS ST<br>YPSILANTI MI 48197 | 110: WEEDS | 780.00 |
| 11-11-37-128-003 | RAGGS JIM<br>818 MONROE ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-37-130-011 | JACOB REALTY LLC<br>973 MONROE ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-37-151-001 | JACOB REO REALTY LLC<br>439 MADISON ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-37-151-011 | LEE KEITH<br>703 HAWKINS ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-37-153-003 | ISSA NIMER<br>925 MADISON ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-37-155-009 | WARE PATRICIA D<br>875 JEFFERSON ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-37-156-001 | WILSON BOBBY R<br>465 JEFFERSON ST<br>YPSILANTI MI 48197 | 110: WEEDS | 280.00 |
| 11-11-37-156-003 | BETTS LORENZO JR<br>485 JEFFERSON ST<br>YPSILANTI MI 48197 | 110: WEEDS | 230.00 |
| 11-11-39-145-038 | KIRCHER DAVID<br>50 S SUMMIT ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-39-145-039 | KIRCHER DAVID<br>46 S SUMMIT ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-39-160-013 | VMI MANAGEMENT SERVICES.<br>389 SECOND AVE<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-39-160-023 | ANDERS DEREK & TRUDY<br>436 FIRST AVE<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-39-165-017 | TIERRA BUENA PROPERTIES E<br>431 FIRST AVE<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-39-179-005 | KHAILANY, ZOZEK<br>215 S ADAMS ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-39-285-005 | JACOB REO REALTY LLC<br>402 SECOND AVE<br>YPSILANTI MI 48197 | 110: WEEDS | 165.00 |
| 11-11-39-301-014 | CLAY EMERSON<br>540 SECOND AVE<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-39-414-006 | ANDERSON THELMA<br>310 S ADAMS ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-39-415-011 | SALIM SAID<br>433 S HAMILTON ST<br>YPSILANTI MI 48197 | 110: WEEDS | 230.00 |
| 11-11-39-415-027 | VARGAS RUFINO & PATRICIA<br>434 S ADAMS ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-39-415-037 | BASS DOROTHY A<br>463 S HAMILTON ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-39-416-008 | TOOSON LEE THOMAS & BURNE<br>309 E AINSWORTH BLVD<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-39-416-027 | MARKS WILLIAM<br>310 S HAMILTON ST<br>YPSILANTI MI 48197 | 110: WEEDS | 830.00 |
| 11-11-39-430-007 | TIERRA BUENA PROPERTIES E<br>435 WORDEN ST<br>YPSILANTI MI 48197 | 110: WEEDS | 445.00 |
| 11-11-39-431-009 | FANNIE MAE<br>850 FREDERICK ST<br>YPSILANTI MI 48197 | 110: WEEDS | 365.00 |
| 11-11-39-432-001 | PATTERSON RALPH<br>705 FRANKLIN ST<br>YPSILANTI MI 48197 | 110: WEEDS | 230.00 |
| 11-11-39-440-004 | MEDEL, SUMMER<br>829 FREDERICK ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |

BLOCK: Winter - Winter, INDEX: SEASON
All Special Assessments

| Parcel No | Owners Name | Sp. Assessment | Amount |
|---|---|---|---|
| 11-11-39-440-007 | CHADWICK STACEY & JAMES<br>845 FREDERICK ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-39-440-019 | CLINTON-NEWBILL, THOMAS-D<br>481 FIRST AVE<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-39-440-034 | WILLIAMS RICHARD III<br>764 HARRIET ST<br>YPSILANTI MI 48197 | 110: WEEDS | 315.00 |
| 11-11-39-440-035 | BROWN-JORDAN SHARON&GERAL<br>756 HARRIET ST<br>YPSILANTI MI 48197 | 110: WEEDS | 165.00 |
| 11-11-39-481-015 | FRYE LEWIS & GAYLE M<br>448 S HURON ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-39-483-004 | BATES EVA RENEE<br>33 BELL RD<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-40-106-009 | STACKHOUSE ROBERT<br>525 N HURON ST<br>YPSILANTI MI 48197 | 110: WEEDS | 2,100.00 |
| 11-11-40-135-019 | O'HARA DAVID M<br>954 W CROSS ST<br>YPSILANTI MI 48197 | 110: WEEDS | 230.00 |
| 11-11-40-210-004 | WICKEY PAUL<br>1003 SHERMAN ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-40-415-003 | MOTHERAM, SRINIVAS R<br>413 WASHTENAW AVE<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-40-415-023 | KIRCHER DAVID<br>118 BALLARD ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-40-430-013 | TRI COUNTY INVESTMENTS, I<br>716 PEARL ST<br>YPSILANTI MI 48197 | 110: WEEDS | 200.00 |
| 11-11-40-430-022 | KIRCHER DAVID<br>125 COLLEGE PL<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-40-432-022 | IMRAN YOUSIF<br>908 N CONGRESS ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-40-462-009 | ACME BUILDERS, LLC<br>11 S SUMMIT ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-40-462-014 | EDWARD, JAY<br>43 S SUMMIT ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-40-462-015 | KIRCHER DAVID<br>49 S SUMMIT ST<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-40-482-004 | KIRCHER DAVID<br>313 WASHTENAW AVE<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |
| 11-11-40-482-005 | KIRCHER DAVID<br>315 WASHTENAW AVE<br>YPSILANTI MI 48197 | 110: WEEDS | 115.00 |

| | | |
|---|---|---|
| Totals for 109 TRASH | Count: 8 | 3,545.00 |
| Totals for 110 WEEDS | Count: 60 | 12,730.00 |
| Totals for 112 RENTAL INSPEC | Count: 33 | 3,521.00 |
| Totals for 116 GRAFFITI | Count: 1 | 150.00 |
| Totals for 124 DANGEROUS - ESCR | Count: 9 | 5,100.00 |
| Totals for 125 DANGEROUS - INSP | Count: 11 | 1,575.00 |
| Totals for 8226 OWEN | Count: 472 | 2,050.01 |
| Totals for 8260 REC PARK DRAIN | Count: 19 | 190.53 |
| Grand Totals | Count: 613 | 28,861.54 |

Resolution No. 2012-239
November 12, 2012

Regarding the property located at: 15 South Washington
Tax ID# 11-11-39-101-017
Case # DB 12-0003

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 dated June 22, 2012 and Order of Noncompliance dated August 21, 2012; and

RESOLVES that a City Council Show Cause Hearing be set for _____, _____, at _____p.m., at City Hall, 1 S. Huron, Ypsilanti, MI 48197.

OFFERED BY:_____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Original – Dangerous Buildings Bureau
Copies to: Respondent Bldg Dept, City Attorney, City Clerk

| STATE OF MICHIGAN<br>CITY OF YPSILANTI<br>DANGEROUS BUILDINGS | ORDER OF NON-COMPLIANCE | Case No.<br>DB12-0003 |
|---|---|---|

| PETITIONER | Respondent name, address, telephone no: |
|---|---|
| CITY OF YPSILANTI<br>One South Huron Street<br>Ypsilanti MI 48197<br>734 483-1100 | James Pate<br>708 Cambridge<br>Ypsilanti MI 48197 |
| Attorney for Petitioner, address, telephone<br>Jesse O'Jack, Assistant City Attorney<br>105 Pearl Street<br>Ypsilanti MI 48197<br>(734) 483-9642 | Attorney/Rep for Respondent, address, telephone |

This matter concerns the property located at: 15 South Washington, Ypsilanti, MI
Parcel ID 11-11-39-101-017

## ORDER OF NONCOMPLIANCE

The Dangerous Buildings Hearing Officer finds that:

X Owner, agent, or owner/agent failed to appear at the hearing on June 22nd 2012.

X Owner, agent, or owner/agent has failed to comply with the Order of Abatement dated: 6/22/12 for the following reasons Had 30 days from Date of Notice to pull a permit for the necessary Roof Repair; Notice of Order of Abatement was Served 6/18/12

X Dangerous Buildings Hearing Officer requests that the City Council take all necessary action to enforce the order

X A copy of the Findings and Order is attached.

Dated: August 21st, 2012

[redacted]
Dangerous Building Hearing Officer
Grace Marker

## CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served upon the above named Respondent at the address shown by:

☐ Personal Service or ☒ Certified mail, Return Receipt Requested;

on _____ on 11-2-12

BY: _____ BY: [redacted]
name Name

AND by posting to the property on 11/2/12 @ 2:35pm

BY: [redacted]

Make occupiable by doing the following:

_Repair roof (permit within 30 days, works to be completed within 90 days of issuance)

_Remediate mold (within 30 days of roof completion)

_Comply with HDC

= Structural Steel to be remediated with the Roof Repair

Original – Dangerous Buildings Bureau
Copies to: Respondent , Bldg Dept, City Attorney, City Clerk

| | | |
|---|---|---|
| STATE OF MICHIGAN<br>CITY OF YPSILANTI<br>DANGEROUS BUILDINGS BUREAU | AFFIDAVIT | Case No.<br>DB12-0003 |

| PETITIONER | Respondent name, address, telephone no: |
|---|---|
| CITY OF YPSILANTI<br>One South Huron Street<br>Ypsilanti MI 48197<br>734 483-1100 | James Pate<br>708 Cambridge<br>Ypsilanti MI 48197 |

This matter concerns the property located at: 15 South Washington, Ypsilanti, MI
Parcel ID 11-11-39-101-017

## AFFIDAVIT OF BUILDING DEPARTMENT MANAGER

STATE OF MICHIGAN )
)ss.
COUNTY OF WASHTENAW )

FRANK DANIELS, deposes and says:

1. He is the building manager for the City of Ypsilanti, and is in charge of the records for the department.

2. An order was entered by the Dangerous Building Officer which ordered that the roof of this building be repaired and a permit pulled within 30 days from service of the order on the Defendant.

3. The order was served July 18, 2012.

4. The permit was to be pulled by August 17, 2012; No permit has been pulled.

[redacted]
FRANK DANIELS

Subscribed and sworn to before me a Notary Public on this 20th day of August, 2012 by the above named FRANK DANIELS, Building Manager, who has read the foregoing and says it is true to the best of his knowledge.

[redacted]
, Notary Public
Washtenaw County, Michigan
My commission expires:

JANE A. SLIDER
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires Oct. 12, 2014

Resolution No. 2012-240
November 12, 2012

Regarding the property located at: 875 Jefferson
Tax ID# 11-11-37-155-009
Case # DB 12-0002

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 dated June 22, 2012 and Order of Noncompliance dated September 20, 2012; and

RESOLVES that a City Council Show Cause Hearing be set for _____, _____, at _____p.m., at City Hall, 1 S. Huron, Ypsilanti, MI 48197.

OFFERED BY:_____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Original – Dangerous Buildings Bureau
Copies to: Respondent Bldg Dept, City Attorney, City Clerk

| STATE OF MICHIGAN<br>CITY OF YPSILANTI<br>DANGEROUS BUILDINGS | | Case No.<br>DB12 0002 |
|---|---|---|
| | ORDER OF NON-COMPLIANCE | |

| PETITIONER | Respondent name, address, telephone no: |
|---|---|
| CITY OF YPSILANTI<br>One South Huron Street<br>Ypsilanti MI 48197<br>734 483-1100 | Patricia Ware<br>7402 Redbird Drive<br>Ypsilanti MI 48197 |
| Attorney for Petitioner, address, telephone<br>Jesse O'Jack, Assistant City Attorney<br>105 Pearl Street<br>Ypsilanti MI 48197<br>(734) 483-9642 | Attorney/Rep for Respondent, address, telephone |

This matter concerns the property located at: 875 Jefferson Street, Ypsilanti, MI
Tax ID # 11-11-37-155-002

## ORDER OF NONCOMPLIANCE

The Dangerous Buildings Hearing Officer finds that:

__ Owner, agent, or owner/agent failed to appear at the hearing on _____.

XXX Owner, agent, or owner/agent has failed to comply with the Order of Abatement dated: June 22, 2012 for the following reasons: The Order of Findings directed that the building be demolished within 60 days of the entry of the order. The order was served on the Defendant on July 6, 2012. More than 60 days have passed since the entry of the Order, and an inspection by the City Building Manager discloses that the building has not been demolished.

XXX Dangerous Buildings Hearing Officer requests that the City Council take all necessary action to enforce the order

XXX A copy of the Findings and Order is attached.

Dated: 9-20-12

[redacted]
Dangerous Building Hearing Officer

## CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served upon the above named Respondent at the address shown by:

☐ Personal Service or ☒ Certified mail, Return Receipt Requested;

on _____ on 10/1/2012

BY: _____ BY: [redacted]
name Name

AND by posting to the property on 10/1/12 @ 4:23pm

BY: [redacted]

Original -- Dangerous Buildings Bureau
Copies to: Respondent , Bldg Dept, City Attorney, City Clerk

| | | |
|---|---|---|
| STATE OF MICHIGAN<br>CITY OF YPSILANTI<br>DANGEROUS BUILDINGS BUREAU | AFFIDAVIT | Case No.<br>DB12-0002 |

| PETITIONER | Respondent name, address, telephone no: |
|---|---|
| CITY OF YPSILANTI<br>One South Huron Street<br>Ypsilanti MI 48197<br>734 483-1100 | Patricia Ware<br>7402 Redbird Drive<br>Ypsilanti MI 48197 |

This matter concerns the property located at: 875 Jefferson Street, Ypsilanti, MI
Parcel ID 11-11-37-155-009

## AFFIDAVIT OF BUILDING DEPARTMENT MANAGER

STATE OF MICHIGAN )
)ss.
COUNTY OF WASHTENAW )

FRANK DANIELS, deposes and says:

1. He is the building manager for the City of Ypsilanti, and is in charge of the records for the department.

2. An order of Findings was entered on June 22, 2012, by the Dangerous Building Official, which ordered that this building be demolished within 60 days.

3. The order was served on July 6, 2012.

4. The 60 days have passed.

5. An inspection of the property discloses that the building has not been demolished.

[redacted]

FRANK DANIELS

Subscribed and sworn to before me a Notary Public on this 19th day of September, 2012 by the above named FRANK DANIELS, Building Manager, who has read the foregoing and says it is true to the best of his knowledge.

[redacted]

_____, Notary Public
Washtenaw County, Michigan
My commission expires: _____

JANE A SUDER
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires Oct 12, 2014

Resolution No. 2012-241
November 12, 2012

Regarding the property located at: 818 Monroe
Tax ID# 11-11-37-128-003
Case # DB 12-0011

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 dated June 22, 2012 and Order of Noncompliance dated September 20, 2012; and

RESOLVES that a City Council Show Cause Hearing be set for _____, _____, at _____p.m., at City Hall, 1 S. Huron, Ypsilanti, MI 48197.

OFFERED BY:_____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Original – Dangerous Buildings Bureau
Copies to: Respondent Bldg Dept, City Attorney, City Clerk

| STATE OF MICHIGAN<br>CITY OF YPSILANTI<br>DANGEROUS BUILDINGS | ORDER OF NON-COMPLIANCE | Case No.<br>DB12 0011 |
|---|---|---|

| PETITIONER | Respondent name, address, telephone no: |
|---|---|
| CITY OF YPSILANTI<br>One South Huron Street<br>Ypsilanti MI 48197<br>734 483-1100 | Jim & David Raggs<br>PO Box 9871326<br>Ypsilanti MI 48197 |
| Attorney for Petitioner, address, telephone<br>Jesse O'Jack, Assistant City Attorney<br>105 Pearl Street<br>Ypsilanti MI 48197<br>(734) 483-9642 | Attorney/Rep for Respondent, address, telephone |

This matter concerns the property located at: 818 Monroe Street, Ypsilanti, MI
Tax ID # 11-11-37-128-003

## ORDER OF NONCOMPLIANCE

The Dangerous Buildings Hearing Officer finds that:

__ Owner, agent, or owner/agent failed to appear at the hearing on _____.

XXX Owner, agent, or owner/agent has failed to comply with the Order of Abatement dated: June 22, 2012 for the following reasons: The Order of Findings directed that the building be demolished within 60 days of the entry of the order. The order was served on the Defendant on July 6, 2012. More than 60 days have passed since the entry of the Order, and an inspection by the City Building Manager discloses that the building has not been demolished.

XXX Dangerous Buildings Hearing Officer requests that the City Council take all necessary action to enforce the order

XXX A copy of the Findings and Order is attached.

Dated: 9-20-12

[redacted]
Dangerous Building Hearing Officer

## CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served upon the above named Respondent at the address shown by:

☐ Personal Service or ☒ Certified mail, Return Receipt Requested;

on _____ on 10/1/2012

BY: _____ BY: [redacted]
name Name

AND by posting to the property on 10/11/12 @ 4:25pm

BY: [redacted]

Original – Dangerous Buildings Bureau
Copies to: Respondent , Bldg Dept, City Attorney, City Clerk

| STATE OF MICHIGAN<br>CITY OF YPSILANTI<br>DANGEROUS BUILDINGS BUREAU | AFFIDAVIT | Case No.<br>DB12-0011 |
|---|---|---|

| PETITIONER | Respondent name, address, telephone no: |
|---|---|
| CITY OF YPSILANTI<br>One South Huron Street<br>Ypsilanti MI 48197<br>734 483-1100 | Jim & David Raggs<br>PO Box 981326<br>Ypsilanti MI 48197 |

This matter concerns the property located at: 818 Monroe Street, Ypsilanti, MI
Parcel ID 11-11-37-128-003

## AFFIDAVIT OF BUILDING DEPARTMENT MANAGER

STATE OF MICHIGAN )
)ss.
COUNTY OF WASHTENAW )

FRANK DANIELS, deposes and says:

1. He is the building manager for the City of Ypsilanti, and is in charge of the records for the department.

2. An order of Findings was entered on June 22, 2012, by the Dangerous Building Official, which ordered that this building be demolished within 60 days.

3. The order was served on July 6, 2012.

4. The 60 days have passed.

5. An inspection of the property discloses that the building has not been demolished.

[redacted]

FRANK DANIELS

Subscribed and sworn to before me a Notary Public on this 19th day of September, 2012 by the above named FRANK DANIELS, Building Manager, who has read the foregoing and says it is true to the best of his knowledge.

[redacted]

Notary Public
Washtenaw County, Michigan
My commission expires:

JANE A. SLIDER
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires Oct. 12, 2014

Resolution No. 2012-242
November 12, 2012

Regarding the property located at: 910 Monroe
Tax ID# 11-11-37-129-001
Case # DB 12-0006

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 dated June 22, 2012 and Order of Noncompliance dated September 20, 2012; and

RESOLVES that a City Council Show Cause Hearing be set for _____, _____, at _____p.m., at City Hall, 1 S. Huron, Ypsilanti, MI 48197.

OFFERED BY:_____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Original – Dangerous Buildings Bureau
Copies to: Respondent Bldg Dept, City Attorney, City Clerk

| STATE OF MICHIGAN<br>CITY OF YPSILANTI<br>DANGEROUS BUILDINGS | ORDER OF NON-COMPLIANCE | Case No.<br>DB12 0006 |
|---|---|---|

| PETITIONER | Respondent name, address, telephone no: |
|---|---|
| CITY OF YPSILANTI<br>One South Huron Street<br>Ypsilanti MI 48197<br>734 483-1100 | St. John's Baptist Church<br>866 Monroe Street<br>Ypsilanti MI 48197 |
| Attorney for Petitioner, address, telephone<br>Jesse O'Jack, Assistant City Attorney<br>105 Pearl Street<br>Ypsilanti MI 48197<br>(734) 483-9642 | Attorney/Rep for Respondent, address, telephone |

This matter concerns the property located at: 910 Monroe Street, Ypsilanti, MI
Tax ID # 11-11-37-129-001

## ORDER OF NONCOMPLIANCE

The Dangerous Buildings Hearing Officer finds that:

___ Owner, agent, or owner/agent failed to appear at the hearing on _____.

XXX Owner, agent, or owner/agent has failed to comply with the Order of Abatement dated: June 22, 2012 for the following reasons: The Order of Findings directed that the building be demolished within 60 days of the entry of the order. The order was served on the Defendant on July 6, 2012. More than 60 days have passed since the entry of the Order, and an inspection by the City Building Manager discloses that the building has not been demolished.

XXX Dangerous Buildings Hearing Officer requests that the City Council take all necessary action to enforce the order

XXX A copy of the Findings and Order is attached.

Dated: 9-20-12

[redacted]
Dangerous Building Hearing Officer

## CERTIFICATE OF SERVICE

I certify that on this date a copy of this Order was served upon the above named Respondent at the address shown by:

☐ Personal Service or ☑ Certified mail, Return Receipt Requested;

on _____ on 10/1/2012

BY: _____ BY: [redacted]
name Name

AND by posting to the property on 10/1/12 @ 4:35pm

BY: [redacted]

Original – Dangerous Buildings Bureau
Copies to: Respondent , Bldg Dept, City Attorney, City Clerk

| STATE OF MICHIGAN<br>CITY OF YPSILANTI<br>DANGEROUS BUILDINGS BUREAU | AFFIDAVIT | Case No.<br>DB12-0006 |
|---|---|---|

| PETITIONER | Respondent name, address, telephone no: |
|---|---|
| CITY OF YPSILANTI<br>One South Huron Street<br>Ypsilanti MI 48197<br>734 483-1100 | St. John's Baptist Church<br>866 Monroe Street<br>Ypsilanti MI 48197 |

This matter concerns the property located at: 910 Monroe Street, Ypsilanti, MI
Parcel ID 11-11-37-129-001

## AFFIDAVIT OF BUILDING DEPARTMENT MANAGER

STATE OF MICHIGAN )
)ss.
COUNTY OF WASHTENAW )

FRANK DANIELS, deposes and says:

1. He is the building manager for the City of Ypsilanti, and is in charge of the records for the department.

2. An order of Findings was entered on June 22, 2012, by the Dangerous Building Official, which ordered that this building be demolished within 60 days.

3. The order was served on July 6, 2012.

4. The 60 days have passed.

5. An inspection of the property discloses that the building has not been demolished.

[redacted]

FRANK DANIELS

Subscribed and sworn to before me a Notary Public on this 19th day of September, 2012 by the above named FRANK DANIELS, Building Manager, who has read the foregoing and says it is true to the best of his knowledge.

[redacted]

Notary Public
Washtenaw County, Michigan
My commission expires:

JANE A. SLIDER
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires Oct. 12, 2014

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

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

John M. Barr
Karl A. Barr

Jesse O'Jack ~ Of Counsel
William F. Anhut ~ Of Counsel – Retired
Jane A. Slider ~ Legal Assistant

# REQUEST FOR LEGISLATION

DATE: November 8, 2012

FROM: John M. Barr, City Attorney

SUBJECT: Reconstruction of Grove Road

SUMMARY/BACKGROUND

The reconstruction of part of Grove Road is scheduled for the future. Ypsilanti Township is interested in having the improvement moved up and has agreed to an intergovernmental arrangement to have the work done sooner. The City will do the actual bidding and construction, and the Township will help with the matter by advancing the funds.

In order to make the project viable, an intergovernmental agreement is necessary. I am attaching the Intergovernmental Agreement which has been approved by the Township Attorney, together with several photographs and estimates from OHM.

I recommend Council approval.

ATTACHMENTS: Proposed Ordinance

RECOMMENDED ACTION: Adoption of the ordinance

---

DATE RECEIVED:_____ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF:_____ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

Resolution No. 2012-243
November 12, 2012

Resolution approving intergovernmental Agreement with Ypsilanti Township for the reconstruction of Grove Road.

WHEREAS Ypsilanti Township is interested in having the improvement of Grove Road implemented as quickly as possible; and

WHEREAS The City of Ypsilanti and the Township of Ypsilanti have agreed that the reconstruction schedule should be implemented as soon as possible; and

WHEREAS the parties have agreed that the City will do the actual bidding and construction, and the Township will help with the matter by advancing the funds; and

WHEREAS in order to make the project viable, an intergovernmental agreement is necessary, and the parties have agreed upon the terms of such agreement; now therefore:

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the attached Intergovernmental Agreement is approved, and the Mayor and City Clerk are authorized to sign the Agreement, subject to the approval of the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

# McLAIN & WINTERS

*ATTORNEYS AND COUNSELORS AT LAW*
61 N. HURON
YPSILANTI, MICHIGAN 48197
(734) 481-1120

DENNIS O. McLAIN
WM. DOUGLAS WINTERS
ANGELA B. KING

FAX (734) 481-8909
E-MAIL: mcwinlaw@gmail.com

November 6, 2012

John M. Barr
Barr Anhut & Associates
105 Pearl St.
Ypsilanti, MI 48197

Re: ***1. Finalization of the Joint Road Improvement Agreement for the Reconstruction of South Grove Road Between the City of Ypsilanti and the Township Pursuant to State Statute***

***2. Request to Confirm as to When Said Agreement will be Considered by the Ypsilanti City Council so I can Apprise the Township Board Accordingly***

Dear Mr. Barr:

As a follow up to our earlier conversation this morning, this will confirm that the "***Joint Road Improvement Agreement***" (Agreement) for the reconstruction of S. Grove Road is in proper form so as to be considered by both the City Council and the Township Board at their next regular or (if need be) a special meeting. Likewise, this will also confirm that this Agreement (along with the exhibits) has been distributed to all of the Township Board members and your office will do the same for the City Council members, the Mayor and City Manager.

That being said, please advise as soon as possible as to when this Agreement will be placed on the City Council agenda so I in turn can notify the Township Board members as well as request a special board meeting if needed. Obviously the final decision regarding this Agreement lies with our respective clients; however for all of the reasons set forth in the Recitals (especially as it pertains to the requirement that municipalities meet specific requirements pursuant to the "***Economic Vitality Incentive Program***" [EVIP] so as to insure both municipalities continue to receive their prorata share of state revenue sharing) I trust this Agreement will be approved by the City Council and Township Board.

If after review of this correspondence you have any questions or I can be of further assistance, please contact me.

Very truly yours,

[redacted]

Wm. Douglas Winters

rsk
cc: Township Board
Jeff Allen
Mike Radzik
Ron Fulton
Joe Lawson

# *Joint Road Improvement Agreement*

# *for the Reconstruction*

# *of a Portion of South Grove Road,*

# *a Primary Road Located*

# *Within the City of Ypsilanti*

# *And Located on the Boundary With*

# *The Charter Township of Ypsilanti*

# *in Accordance With The*

# *Requirements of*

# *Public Act 8 of 1967 and*

# *Act No. 63 of the Public Acts of 2011*

This ***Joint Road Improvement Agreement*** (hereinafter referred to as ***"Agreement"***) for the reconstruction of a portion of South Grove Road (hereinafter referred to as ***"Grove Road")*** is entered into on the _____ day of November, 2012 between the ***City of Ypsilanti***, a Michigan Municipal Corporation, whose administrative offices are located at One South Huron Street, Ypsilanti, Michigan 48197 (hereinafter referred to as ***"City"***) and the ***Charter Township of Ypsilanti***, a Michigan Municipal Corporation, whose administrative offices are located at 7200 S. Huron River Drive, Ypsilanti, Michigan 48197 (hereinafter referred to as ***"Township"***), hereby states the following:

***WHEREAS***, the subject matter of this agreement to-wit: ***Grove Road*** is a primary road that traverses the political boundary of the ***City*** and the ***Township*** and is designed to carry high traffic volumes to serve both municipalities, and

***WHEREAS,*** a portion of ***Grove Road*** consisting of approximately ***1500*** feet (which is located entirely within the political boundary of the ***City)*** is in serious disrepair and needs to be reconstructed with a new asphalt cross section which will also include the installation of concrete curb and gutters, and

***WHEREAS,*** the ***City*** has retained the engineering firm of ***Orchard, Hiltz & McCliment Inc.*** whose business office is located at 34000 Plymouth Road, Livonia, Michigan 48150 (hereinafter referred to as ***"OHM"***)

to prepare the necessary engineering documents along with the required "***PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST"*** (hereinafter referred to as ***"Construction Cost"***) for the portion of ***Grove Road*** which currently is in need of repair and constitutes an annoyance to the travelling public, and

***WHEREAS,*** on ***February 29, 2012 OHM*** submitted the ***Construction Cost*** estimate for the reconstruction of ***Grove Road*** as defined herein, with the ***"Total Estimated Project Cost"*** being ***$571,200.00***, (a copy of said Construction Cost being attached hereto and incorporated by reference and labeled

Exhibit 1) of which twenty (20%) percent, to-wit: ***$219,200.00*** is the financial responsibility of the ***City*** with the remaining eighty (80%) percent cost to-wit: ***$352,000.00*** being the financial responsibility of the Federal Government who will reimburse the ***City*** said amount through the Michigan Department of Transportation (hereinafter referred to as ***"MDOT"***) once the reconstruction of ***Grove Road*** has been completed and approved, and

***WHEREAS,*** the aforementioned reconstruction of ***Grove Road*** is currently listed on the Federal Transportation Improvement Plan and scheduled to occur in ***2014,*** and

***WHEREAS,*** the elected representatives of both the ***City*** and the ***Township*** are of the opinion and belief that the reconstruction of the defined

portion of ***Grove Road*** is of high priority since the road, if allowed to remain in its current condition may pose a threat to the health, safety and welfare of the travelling public, and

***WHEREAS***, the ***City*** and ***Township*** are in agreement that the reconstruction of ***Grove Road*** should be completed in the spring/summer of ***2013*** and not ***2014***, and

***WHEREAS***, the ***City*** and ***Township*** in accordance with the statutory requirements of Act 8 of 1967 entitled ***"Intergovernmental Transfers of Functions and Responsibilities"*** wishes to enter into this ***Joint Road Improvement Agreement*** which will require the ***Township*** to advance the sum of ***$352,000.00*** to the ***City*** so as to allow the reconstruction of ***Grove Road*** to be completed in ***2013*** as opposed to ***2014,*** and

***WHEREAS,*** Act No. 63 of the Public Acts of 2011 which is entitled ***"Economic Vitality Incentive Program"*** (hereinafter referred to as ***"EVIP"***) requires that in order for municipalities to receive its portion of statutory revenue sharing under Public Act 140, both the ***City*** and the ***Township*** must meet specific requirements in three (3) categories one of which is entitled ***Category 2-Consolidation of Services,*** and

***WHEREAS***, ***Category 2*** requires both the ***City*** and the ***Township*** to prepare a consolidation plan with one or more proposals ***" . . . to increase its existing level of cooperation, collaboration, and consolidation, either within***

***the jurisdiction or with other jurisdictions. . .which plan shall include a listing of any previous services consolidated with the cost savings realized from each consolidation . . .”*** , and

***WHEREAS,*** expediting the reconstruction of ***Grove Road*** from ***2014*** to ***2013*** will not only result in cost savings in the Total Project Cost (including but not limited to engineering, construction materials, labor, etc.,) in accordance with the requirements of ***EVIP*** but will also enhance the health, safety and welfare of the travelling public who currently utilize this portion of ***Grove Road,***

***NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS OF THE PARTIES DESCRIBED IN THIS AGREEMENT, IT IS HEREBY AGREED AS FOLLOWS:***

A. ***OHM*** will immediately take all necessary and required administrative and procedural steps to request approval from all State and Federal agencies that have jurisdiction over the funding for the reconstruction of ***Grove Road*** (including but not limited to SEMCOG and MDOT) that it be moved up on the ***“Transportation Improvement Plan”*** schedule from ***2014*** to the spring/summer of ***2013***.

B. The ***City,*** under the supervision of the City Manager, shall employ ***OHM*** to finalize and complete the reconstruction plan for the final construction

design of ***Grove Road*** (a copy of the aerial depicting said portion of ***Grove Road*** being attached hereto and incorporated by reference and labeled Exhibit 2) and furthermore, to authorize ***OHM*** to supervise the construction of said project.

C. The ***City*** and ***Township*** designate the ***City*** to undertake all necessary work to complete the reconstruction of ***Grove Road*** as defined herein, including but not limited to the bidding and awarding of the Construction Contract to the most highly qualified bidder with a completion date being ninety (90) days after the Notice to Proceed has been given to the contractor.

D. The ***City*** shall be responsible for the twenty (20%) percent match required for the reconstruction of ***Grove Road,*** to-wit: ***$219,200.00*** as set forth in Exhibit 1.

E. Upon approval of the State and Federal agencies that the reconstruction of ***Grove Road*** will be moved up on the ***"Transportation Improvement Plan"*** schedule from ***2014*** to the spring/summer of ***2013*** and upon notification that a construction contract has been awarded to the most highly qualified bidder, the ***Township*** upon written notification from the City Manager shall remit to the ***City*** the sum of ***$352,000.00*** which represents the eighty (80%) percent match which will be reimbursed by the Federal Government through ***MDOT*** for the reconstruction of ***Grove Road.***

F. That upon approval by all required parties, including State and Federal agencies, that the reconstruction of ***Grove Road*** has been completed in

accordance with the terms and conditions of the Contract and all required paperwork has been submitted by the ***City*** to the State and Federal agencies for reimbursement of the eighty (80%) percent Federal match, the ***City*** shall remit all sums advanced by the ***Township*** (which is approximated to be ***$352,000.00***) within thirty (30) days from the date when the ***City*** receives said funds from ***MDOT*** which is anticipated to be on or about ***October 1, 2013.*** Neither the ***City*** nor the ***Township*** shall receive any interest or other monetary remuneration for the funds used in the reconstruction of ***Grove Road.***

G. No employees of either party shall be transferred under this Agreement, nor shall any real property, personal property, facilities or equipment be transferred.

H. The parties shall establish a Joint Board which shall be named the ***"Grove Road Improvement Board"*** which members shall be the City Manager or his designee, the Township Supervisor or her designee, and the Project Manager designated by ***OHM.*** This Board shall supervise the reconstruction of ***Grove Road*** as defined in this Agreement and shall meet at least monthly to review progress so as to apprise the ***City*** and the ***Township*** as to the status of said improvement.

I. Each party to this Agreement shall be responsible for all their own legal, financial and administrative costs.

J. This Agreement shall be recorded with the ***Secretary of State*** as required by State Statute as well as the appropriate Michigan Department or agency who oversees the requirements of the ***EVIP.***

K. For purposes of this Agreement the ***City*** shall be solely responsible and hold the ***Township*** harmless for any and all claims asserted by a third party pursuant to the ***"Governmental Tort Liability Act" (GTLA)*** for the portion of ***Grove Road*** which is located entirely within the political boundary of the ***City.***

L. This Agreement shall automatically terminate upon the completion of the reconstruction of ***Grove Road*** as defined herein which shall also include reimbursement to the ***Township*** of the Federal matching dollars needed for this project as set forth in Exhibit 1.

***IN WITNESS*** ***The Charter Township of Ypsilanti***

_____ _____

***Brenda L. Stumbo, Supervisor***
***Dated: _____, 2012***

_____ _____

***Karen Lovejoy Roe, Clerk***
***Dated: _____, 2012***

***The City of Ypsilanti***

_____ _____

***Paul Schreiber, Mayor***
***Dated: _____, 2012***

_____ _____

***Frances McMullan, City Clerk***
***Dated: _____,***

***2012***

***Approved as to form:***

_____
***John Barr, Ypsilanti City Attorney***
***Dated: _____, 2012***

_____
***Wm. Douglas Winters, Ypsilanti Township Attorney***
***Dated: _____, 2012***

**OHM**
Engineering Advisors

**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST**

ORCHARD, HILTZ & McCLIMENT, INC.
34000 Plymouth Road, Livonia, Michigan, 48150
Telephone: (734) 522-6711 FAX: (734) 522-6711

CLIENT: City of Ypsilanti
PROJECT: Grove Street
LOCATION: I-94 to Emerick
DATE: Feb 29, 2012
PROJECT NO.
ESTIMATOR: MJM
CHECKED BY: PMD

BASIS FOR ESTIMATE: [ ] CONCEPTUAL [X] PRELIMINARY [ ] FINAL
WORK: Full road reconstruction.

**Project Assumptions:**

Existing road is three lane concrete with integral curb.
Project length is 1500 feet. Average Pavement width is 48 feet.
Road to be reconstructed full depth with new asphalt cross section and concrete curb and gutter.
Design, Construction Engineering, and Materials Testing are estimated values based on the construction estimate.

| Item | Description | Unit | Total Quantity | Unit Cost | Total Cost |
|---|---|---|---|---|---|
| 1 | Mobilization, Max. 10% | LS | 1 | $ 40,000.00 | $ 40,000.00 |
| 2 | Traffic Maintenance and Control | LS | 1 | $ 10,000.00 | $ 10,000.00 |
| 3 | Pavement Removal | Syd | 8000 | $ 5.00 | $ 40,000.00 |
| 4 | Subgrade Undercutting, Type II, Modified 21AA | Cyd | 1000 | $ 15.00 | $ 15,000.00 |
| 5 | Guardrail Remove and Replace | Lft | 900 | $ 30.00 | $ 27,000.00 |
| 6 | Aggregate Base, 21AA, 8 inch | Syd | 8700 | $ 6.00 | $ 52,200.00 |
| 7 | Station Grading | Sta | 15 | $ 1,500.00 | $ 22,500.00 |
| 8 | Concrete Curb and Gutter | Lft | 3000 | $ 12.00 | $ 36,000.00 |
| 9 | HMA, 13A | Ton | 2500 | $ 65.00 | $ 162,500.00 |
| 10 | Restoration | LS | 1 | $ 10,000.00 | $ 10,000.00 |

| | | |
|---|---|---|
| Subtotal | $ | 366,000.00 |
| Contingency 20% | $ | 74,000.00 |
| Total Estimated Construction Cost | $ | 440,000.00 |
| Topography, Design, Soils Investigation | $ | 51,200.00 |
| Construction Engineering, Staking, Materials Testing | $ | 80,000.00 |
| **Total Estimated Project Cost** | **$** | **571,200.00** |
| **Total City Cost - (20% of Construction, Design Engineering, Construction Engineering)** | **$** | **219,200.00** |
| **Total Federal Cost - (80% of Construction - Maximum 352k)** | **$** | **352,000.00** |

Resolution No. 2012 – 244
November 12, 2012

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI,**

That the following items be approved:

1. Resolution No. 2012-245, adopting "ROBERT'S RULES OF ORDER, 10TH EDITION".
2. Resolution No. 2012-246, setting the day, time and frequency of Council meetings.
3. Resolution No. 2012-247, approving the procedure for transaction of Council business.
4. Resolution No. 2012-248, approving procedure for audience participation during Council meeting.
5. Resolution No. 2012-249, naming an official newspaper of record.
6. Resolution No. 2012-250, setting meeting dates for 2013.
7. Resolution No. 2012-251, adopting the Council Protocol for City staff.
8. Resolution No. 2012-252, adopting policy for appointments to Boards and Commissions.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2012-245
November 12, 2012

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That the Ypsilanti City Council adopts "ROBERT'S RULES OF ORDER, 10TH EDITION" as the official rules of order for procedures of Ypsilanti City Council meetings.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2012-246
November 12, 2012

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That regular Council meetings shall be held on the first Tuesdays of the month, and may be held on the third Tuesday of the month. When a Council meeting falls on a holiday or an Election Day, the next day after said holiday or Election Day will be the meeting day for the regular meeting, except when Council designates another day. Such a change will be given public notice.

Further, that all regular meetings of the Ypsilanti City Council shall be held at 7:00 p.m. in the City Council Chambers, located at One South Huron Street, except when the Council designates another time and location. Such a change will be given public notice.

Further, that all Council meetings end by 11:00 p.m., unless Council agrees by majority vote to extend the deadline.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2012-247
November 12, 2012

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That the procedure for transaction of business shall be that business raised by at least one Council Member, supported by a second Council Member, under Council Proposed Business be referred to the next regular meeting for transaction. This procedure may be waived by the consent of two-thirds (2/3) vote of Council.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2012-248
November 12, 2012

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

With regard to audience participation, citizens are urged, but not required, to present requests or complaints in writing to the Administration before meetings, along with indications of desire to address Council. General audience participation normally shall be held to one hour maximum, with three (3) minutes granted to individuals.

A. Acceptable Conduct
   a. Speakers shall not share, loan or borrow time.
   b. Comments from speakers must be civil and respectful. Comments on physical appearance or character not related to job performance will not be tolerated. Infractions will result in the loss of remaining time, ~~admonishment by the Chair,~~ or ~~expulsion from the meeting~~ by order of the Chair, after one warning.
   c. Members of the audience are expected to respect the views of others and not ~~interfere~~ interrupt or harass speakers. Persons not following this rule may be expelled from the building by order of the Ch~~air after~~ one warning.

B. Audience Participation. Audience participation shall be set at the beginning of the agenda, after Presentations.
   a. In order to designate priority in speaking, citizens shall sign up in person prior to the start of Audience Participation.
   b. Each speaker may speak a maximum of three (3) minutes.
   c. A maximum of sixty (60) minutes will be allowed for Audience Participation.
   d. Following signed in speakers, others who wish to speak will be recognized by a show of hands.

C. Public Hearings
   a. Speakers' remarks are limited to the subject of the public hearing.
   b. Speakers are allowed a maximum of three (3) minutes.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2012-249
November 12, 2012

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That the Ann Arbor News, a newspaper of general circulation in the City of Ypsilanti, be designated as the official newspaper of the City of Ypsilanti, for placement of all required publication notices and display advertisements.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2012-250
November 12, 2012

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

The Ypsilanti City Council will hold Regular Meetings at 7:00 p.m. in the City Council Chambers, located at One South Huron Street, Ypsilanti, Michigan 48197, for the year 2012 on the following dates:

| | |
|---|---|
| January 8 **(2nd Tuesday)** | July 2 |
| February 5 | August 8 **(Thursday)** |
| February 19 | September 3 |
| March 5 | September 17 |
| March 19 | October 1 |
| April 9 | October 15 |
| April 23 | November 5 |
| May 11 **(Thursday)** | November 19 |
| May 21 | December 3 |
| June 4 | December 17 |
| June 18 | |

The City of Ypsilanti encourages persons with disabilities to participate and will provide necessary reasonable auxiliary aids and services, such as signed for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon two (2) days notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling the following:

City Clerk's Office
One South Huron Street
Ypsilanti, Michigan 48197-5420
(734) 483-1100

All persons are welcome to attend. Additional information may be obtained at the City Clerk's Office and written comments may be sent to the City Clerk's Office at the above listed address.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

# PROPOSED FURLOUGH DAYS FOR 2013 AND 2014

| DATE | FURLOUGH DAYS |
|---|---|
| **March 11, 2013** | **Furlough Day** |
| **April 19, 2013** | **Furlough Day** |
| **May 24, 2013** | **Furlough Day** |
| **June 17, 2013** | **Furlough Day** |
| **July 5, 2013** | **Furlough Day** |
| **August 2, 2013** | **Furlough Day** |
| **August 19, 2013** | **Furlough Day** |
| **September 16, 2013** | **Furlough Day** |
| **October 14, 2013** | **Columbus Day/Furlough Day** |
| **November 11, 2013** | **Veteran's Day/Furlough Day** |
| **December 23, 2013** | **Furlough Day** |
| **January 17, 2014** | **Furlough Day** |
| **February 17, 2014** | **President's Day/Furlough Day** |

Resolution No. 2012-251
November 12, 2012

**RESOLVED**, by the Ypsilanti City Council that the Council Protocol for City Staff shall be as follows.

## COUNCIL PROTOCOL FOR CITY STAFF

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Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, who analyze problems and issues, make recommendations, implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

### I. Conduct Toward Staff

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

### II. Channels of Communication

Questions of City staff and/or requests for additional background information should be directed only to the City Manager, Assistant City Manager, City Attorney, City Clerk, or Department Heads. The City Manager should be copied on any request to Department Heads. Council Members should not set up meetings with department staff directly, but work through Department Heads, who will attend any meetings with Council Members. When in doubt about what staff contact is appropriate, Council Members should ask the City Manager for direction.

### III. Equal Access to Information

Materials and information supplied to a Council Member in response to a request will be made available to all members of the Council so that all have equal access to information. The City Manager should ensure that such access is provided when appropriate.

### IV. Public Criticism of Employees

Council should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

**Involvement in Administrative Functions**
Do not get involved in administrative functions. Council Members must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

**Attendance at Staff Meetings**

Do not attend staff meetings unless requested by staff. Even if the Council Member does not say anything, the Council Member's presence may imply support, show partiality, intimidate staff, or hampers staff's ability to do its job objectively.

**Requests for staff support.**
It shall require two members of Council to request staff support through the City Manager, who is responsible for allocating City resources in order to maintain a professional, well-run City government. It is up to the City Manager to ensure that staff resources are allocated in accordance with overall Council priorities. Research or preparation of material by the City Attorney may be requested directly by the Mayor, or two Council Members.

**Response to Citizen Complaints**
Depend upon the staff to respond to citizen complaints and concerns. It is the role of Council Members to pass on concerns and complaints on behalf of their constituents. It is not, however, appropriate to pressure staff to solve a problem in a particular way. Refer citizen complaints to the City Manager, who will follow up with appropriate staff. The staff should respond to all approved requests for information in an agreed upon timeframe. It is appropriate for Council Members to follow up with the Manager to determine how the concerns were resolved.

OFFERED BY:_____

SUPPORTED BY:_____

YES: NO: ABSENT: VOTE:

Resolution No. 2012-252
November 12, 2012

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**That City Council adopts the following City Council Boards and Commission Appointment Procedure:**

**NOTICE**

That the City Clerk shall provide the City Council, monthly, a report consisting of all council appointees, their address and contact information, the committee or commission appointed to, and the date of the expiration of their term for all appointees who terms expire within the next sixty (60) days.

That the Mayor or any City Staff person shall notify the City Council and City Clerk of any vacancy or pending vacancy occurring in any committee or commission as soon as it becomes known.

Notice shall be posted to the City Web sites soliciting nominations for those positions mentioned above at the time of the report or notice to City Council

**PROCEDURE**

That any Mayoral nomination for appointment shall be submitted to City Council under the Mayor's reports at one Council meeting and held for action until the following Council meeting.

Nominations shall include a letter of interest from and resume of the nominee.

**VACANCY IN OFFICE**

A vacancy in office shall occur when the current appointee discontinues membership by death, resignation, or removal from office; by not seeking reappointment in writing prior to the expiration of his or her term; or by not being reappointed by the appointing authority

**TERM OF OFFICE**

Members of Boards and Commissions of the City shall serve for the terms specifically stated in the charter or in the law or ordinance creating the office

With the consent of two-thirds of the Council, an appointee may continue provisionally, in office, after the expiration of their term of office, until a successor has been elected or appointed and has qualified for and assumed the duties of the office. No member of any board or commission shall be allowed to hold over for more than 60 days beyond the term of office fixed by ordinance whether or not a successor has been appointed.

**QUALIFICATIONS**

Appointees to City Boards and Commission shall meet the affiliation qualification requirements of the City Code, Section 2-111, below, as well as any specific qualifications required by City Ordinance or State Statute.

Sec. 2-111. Applicability of section.

(a) Except as otherwise specifically provided, members of boards and commissions shall be affiliated with the city. This requirement shall be fulfilled in the following ways:
(1) An individual shall have been a resident of the city for a minimum of two years; or
(2) An individual shall demonstrate ownership/interest for a minimum of two years in a business established in the city for a minimum of two years.

(b) Exceptions to subsections (a)(1) and (2) of this section shall only be permitted if it is determined by the city council that a board or commission requires the membership of an individual with a specific position, knowledge, experience or expertise not available in another individual who may otherwise comply with the terms of subsections (a)(1) and (2) of this section.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2012-253
November 12, 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: