

1. City Council Regular Meeting Agenda

Documents:

[6-17-14 REVISED FINAL AGENDA.PDF](#)

2. City Council Regular Meeting Packet

Documents:

[6-17-2014 FINAL COUNCIL MEETING PACKET.PDF](#)



Revised – 6/16/14

**CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, JUNE 17, 2014
6:00 P.M. – CLOSED SESSION
7:00 P.M. – OPEN SESSION**

I. CALL TO ORDER –

II. ROLL CALL –

Council Member Jefferson	P A	Council Member Robb	P A
Council Member Moeller	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. AGENDA APPROVAL –

VI. CLOSED SESSION – 6:00 p.m. to 7:00 p.m.

Closed Session to discuss attorney/client privilege (OMA 15.268, Section 8(e)).

VII. INTRODUCTIONS –

VIII. PRESENTATIONS –

IX. AUDIENCE PARTICIPATION –

X. REMARKS BY THE MAYOR –

XI. MINUTES –

Resolution No. 2014-138A, approving minutes of June 3, 2014.

XII. CONSENT AGENDA –

Resolution No. 2014-138

1. Resolution No. 2014-139, approving revised special assessments to be levied on the July 2014 tax roll.
2. Resolution No. 2014-140, approving appointments to Boards and Commissions.
3. Resolution No. 2014-141, approving non-resident appointments to YDDA.

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS -

1. Resolution No. 2014-142, approving request for Elvis Festival sponsorship.

2. Resolution No. 2014-143, approving COAM contract
3. Resolution No. 2014-145, approving solid waste contract.
4. Resolution No. 2014-146, approving assessing contract.
5. Resolution No. 2014-147, approving revised 3rd amendment to the purchase agreement (Family Dollar) with Ninety Nine 90, LLC.
6. Resolution No. 2014-148, approving Ordinance No. 1220 to amend budget appropriations by department and major organizational unit for 2013-2014 fiscal year. **(Second Reading)**
7. Resolution No. 2014-149, approving Ordinance No. 1221 to adopt budget appropriations by department and major organizational unit for 2014-2015 and 2015-2016 fiscal years. **(Second Reading)**
8. Resolution No. 2014-150, approving Ordinance No. 1222, the 2014-2015 tax levy ordinance. **(Second Reading)**
9. Resolution No. 2014-151, approving Ordinance No. 1223 to amend Chapter 18 of the Ypsilanti City Code entitled, "Buildings and Buildings Regulations". **(Second Reading)**
10. Resolution No. 2014-152, approving Ordinance No. 1224 to amend the Ypsilanti City Code regarding the use of consumer fireworks within the City of Ypsilanti, pursuant to MCL 28.457(2). **(Second Reading)**

XIV. LIASON REPORTS –

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

XV. COUNCIL PROPOSED BUSINESS –

XVI. COMMUNICATIONS FROM THE MAYOR –

XVII. COMMUNICATIONS FROM THE CITY MANAGER –

XVIII. AUDIENCE PARTICIPATION -

XIX. REMARKS FROM THE MAYOR -

XX. ADJOURNMENT –

Resolution No. 2014-153, adjourning the Council Meeting.



Revised – 6/16/14

**CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, JUNE 17, 2014
6:00 P.M. – CLOSED SESSION
7:00 P.M. – OPEN SESSION**

I. CALL TO ORDER –

II. ROLL CALL –

Council Member Jefferson	P A	Council Member Robb	P A
Council Member Moeller	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. AGENDA APPROVAL –

VI. CLOSED SESSION – 6:00 p.m. to 7:00 p.m.

Closed Session to discuss attorney/client privilege (OMA 15.268, Section 8(e)).

VII. INTRODUCTIONS –

VIII. PRESENTATIONS –

IX. AUDIENCE PARTICIPATION –

X. REMARKS BY THE MAYOR –

XI. MINUTES –

Resolution No. 2014-138A, approving minutes of June 3, 2014.

XII. CONSENT AGENDA –

Resolution No. 2014-138

1. Resolution No. 2014-139, approving revised special assessments to be levied on the July 2014 tax roll.
2. Resolution No. 2014-140, approving appointments to Boards and Commissions.
3. Resolution No. 2014-141, approving non-resident appointments to YDDA.

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS -

1. Resolution No. 2014-142, approving request for Elvis Festival sponsorship.

2. Resolution No. 2014-143, approving COAM contract
3. Resolution No. 2014-145, approving solid waste contract.
4. Resolution No. 2014-146, approving assessing contract.
5. Resolution No. 2014-147, approving revised 3rd amendment to the purchase agreement (Family Dollar) with Ninety Nine 90, LLC.
6. Resolution No. 2014-148, approving Ordinance No. 1220 to amend budget appropriations by department and major organizational unit for 2013-2014 fiscal year. **(Second Reading)**
7. Resolution No. 2014-149, approving Ordinance No. 1221 to adopt budget appropriations by department and major organizational unit for 2014-2015 and 2015-2016 fiscal years. **(Second Reading)**
8. Resolution No. 2014-150, approving Ordinance No. 1222, the 2014-2015 tax levy ordinance. **(Second Reading)**
9. Resolution No. 2014-151, approving Ordinance No. 1223 to amend Chapter 18 of the Ypsilanti City Code entitled, "Buildings and Buildings Regulations". **(Second Reading)**
10. Resolution No. 2014-152, approving Ordinance No. 1224 to amend the Ypsilanti City Code regarding the use of consumer fireworks within the City of Ypsilanti, pursuant to MCL 28.457(2). **(Second Reading)**

XIV. LIASON REPORTS –

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

XV. COUNCIL PROPOSED BUSINESS –

XVI. COMMUNICATIONS FROM THE MAYOR –

XVII. COMMUNICATIONS FROM THE CITY MANAGER –

XVIII. AUDIENCE PARTICIPATION -

XIX. REMARKS FROM THE MAYOR -

XX. ADJOURNMENT –

Resolution No. 2014-153, adjourning the Council Meeting.



Resolution No. 2014 – 138A
June 17, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of June 3, 2014 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Draft

**CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, JUNE 3, 2014
6:00 P.M.**

I. CALL TO ORDER –

The meeting was called to order at 6:13 p.m.

II. ROLL CALL –

Council Member Jefferson	Present	Council Member Robb	Present
Council Member Moeller	Present	Council Member Vogt (7:00 p.m.)	Present
Council Member Murdock	Present	Mayor Schreiber	Present
Mayor Pro-Tem Richardson	Present		

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

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

V. INTRODUCTIONS –

Mayor Schreiber introduced Community Development Director Teresa Gillotti, Assistant to the City Manager Ericka Savage, Director of Public Services Stan Kirton, City Clerk Frances McMullan, City Attorney John Barr, Police Chief Tony DeGiusti, Finance Director Marilou Uy, and Clerk Intern Semaj Ray.

VI. AGENDA APPROVAL –

Council Member Murdock moved to remove each item out of the Consent Agenda.

On a voice vote the agenda was approved as amended.

VII. PRESENTATIONS –

1. (6:00-7:00 p.m.) – Water Street Marketing and Economic Development – Teresa Gillotti

Mayor Schreiber stated that Ms. Gillotti mentioned a meeting to discuss building type and location. Mayor Schreiber asked how the meeting would be different from those held during the Master Plan process and how would staff gather input from the public.

Director of Community Development Gillotti stated that staff has almost finished drafting the Zoning Ordinance which states what building types would be allowed in certain areas; community input would be geared toward what could be changed in the ordinance draft.

Mayor Pro-Tem Richardson asked if the oil spill is being monitored and if it has reached the river. Director of Community Development Gillotti stated that the spill has not yet reached the river. Ms. Gillotti also stated that the Fire Department is the monitoring agency and that she would provide Council with a more specific update in the future.

City Manager Lange stated that he receives a report every six months and will provide Council with that report.

Mayor Schreiber asked if Angstrom is providing marketing and is the property being advertised.

Director of Community Development Gillotti responded yes, the property is listed through Signature and Associates. Ms. Gillotti stated that both the buildings and the parking lot are listed; the company has also created several scenarios that break the buildings down into smaller spaces in order to market them more easily.

Mayor Schreiber asked if Vantage Port is helping with this process.

Director of Community Development Gillotti responded that Vantage Port has identified areas for redevelopment in participating municipalities.

Council Member Murdock asked if the County applied for a TARGET grant for Vantage Port.

Director of Community Development Gillotti responded that the grant was for Willow Run which includes Vantage Port.

Council Member Murdock asked if Ypsilanti is a part of that grant.

Director of Community Development Gillotti stated that she believes that it is a Willow Run specific site.

City Manager Lange stated that this is a case where economic development strategy makes a difference. Mr. Lange stated that a lot of intense work needs to be done with the property owner.

Director of Community Development Gillotti stated that the Planning Commission has extended an invitation to Council Members for the June 18th meeting which starts at 7 p.m. The Planning Commission will focus on the Zoning Ordinance.

Council Member Robb asked if Council would be provided with the information regarding marketing of Water Street.

Director of Community Development Gillotti responded that Council will be provided with this information.

Council Member Robb asked if housing development is focused on single family or density.

Director of Community Development Gillotti responded that the focus is still on density, between 500-900 units.

Mayor Schreiber stated that he liked the idea of the City taking control of the housing marketing strategy. The Mayor also stated that this provides a link to other material in tonight's Council Meeting.

Director of Community Development Gillotti stated that there are two budget meetings scheduled, at the second budget meeting she will provide Council with the presentation.

Council Member Murdock referred to the presentation with a correction stating that "higher employment rate..." should read "lower employment rate..."

Council Member Robb inquired on the progress of the County Rec Center and the Herman Kittle Development.

Director of Community Development responded that Family Dollar will close a week from Friday. Herman Kittle is currently working with MSHDA who is providing the Developer with feedback on their application. Herman Kittle Development is also waiting for financing which should happen in July.

2. River Up – Elizabeth Riggs, Deputy Director, Huron River Watershed Council

Council Member Murdock asked when the dam project will begin.

Deputy Director Riggs responded that there is not an exact date at the moment; the project is awaiting proper permits then the team to do the work must be selected, but the hope is to begin in the fall.

Mayor Schreiber thanked Ms. Riggs for her time and stated that the presentation provided very interesting information.

VIII. ORDINANCES – FIRST READING -

Ordinance No. 1220

1. An ordinance to amend budget appropriations by department and major organizational unit for 2013-2014 fiscal years.

- A. Resolution No. 2014-119, determination

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2013-2014", be approved on First Reading.

OFFERED BY: Mayor Pro-Tem Richardson

SUPPORTED BY: Council Member Jefferson

Mayor Schreiber asked for clarification on what was being considered by this resolution. Mayor Schreiber stated that this resolution is to approve the amendments made to the budget for 2013-2014 fiscal years.

City Manager Lange responded that yes that is what Council is considering.

- B. Open the public hearing.

There were no speakers.

- C. Resolution No. 2014-120, close public hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Public Hearing to consider an ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Year 2013-2014, be officially closed.

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

On a voice vote, the motion carried and the public hearing was closed.

On a roll call, the vote for Resolution No. 2014-119 was as follows:

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

VOTE:

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

Ordinance No. 1221

2. An ordinance to adopt budget appropriations by department and major organizational unit for 2014-2015 and 2015-2016 fiscal years.

- A. Resolution No. 2014-121, determination

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "An Ordinance to Adopt Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2014-2015 and 2015-2016", be approved on First Reading.

OFFERED BY: Council Member Murdock
SUPPORTED BY: Council Member Vogt

- B. Open the public hearing.

There were no speakers.

- C. Resolution No. 2014-122, close public hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Public Hearing to consider an ordinance entitled, "An Ordinance to Adopt Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years "2014 – 2015 and 2015 - 2016", be officially closed.

OFFERED BY: Council Member Murdock
SUPPORTED BY: Council Member Vogt

On a voice vote, the motion carried and the public hearing was closed.

Mayor Pro-Tem Richardson moved to amend Ordinance No. 1221 to maintain position of the Assistant to the City Manager and treat as all non-union positions (Amendment No. 1).

SUPPORTED BY: Council Member Murdock.

Mayor Pro-Tem Richardson stated that Council had previously discussed that there is not a need for an Assistant City Manager and feels that is still the case.

Council Member Robb stated that there are two parts to this plan, there is the \$4 million needed to refinance the Water Street Debt and the \$1.7 million in structural deficits. Mr. Robb asked that if the City Manager is working toward economic development will Assistant to the City Manager Savage be working on this plan.

City Manager Lange responded that a combination of staff will formulate the plan. Mr. Lange stated that the ultimate responsibility falls on him. Mr. Lange stated that the future of the City, as well as staff are tied to the success of this plan.

Council Member Robb asked Mr. Lange what he considers day-to-day work. Council Member Robb stated that he feels that day to day work to him is following all possibilities to achieve the two part plan.

City Manager Lange stated that day-to-day work has two parts; part is what Council Member Robb just described and the other is economic development. This plan just removes the customer service from the desk of the City Manager. Mr. Lange stated that he needs to delegate more of that work to staff with the proper oversight.

Council Member Vogt stated that he is willing to trust Mr. Lange based on what he has said over the past few weeks. If you tie up the most skilled people with operational tasks they can focus more of their energy on the larger picture. However, the operational tasks need to be handled by a skilled employee and this person needs to be compensated as such. Council Member Vogt stated that he sees this as one of the most important aspects of this budget.

Council Member Moeller asked what is the difference between an Assistant City Manager and an Assistant to the City Manager, what tasks are different among those job classifications. Council Member Moeller further stated that it seems that if the City were to form another position that the position be posted and staff should follow normal hiring procedure.

City Manager Lange stated that he agrees with Council Member Moeller to a point. Mr. Lange stated that staff that was promoted if they were not promoted would not lose their job, citing the Fire Chief and Police Chief. In this situation there cannot be both an Assistant to the City Manager and an Assistant City Manager. The other thing is key is that the Assistant City Manager position will now supervise the Human Resource Department, which will ensure a smooth transition once Human Resource Director Judi Smith retires. Mr. Lange stated that the Assistant City Manager would also monitor legal issues as well as contracts rather than outsource those services. Mr. Lange stated that non-union employees have taken a tremendous hit, stating that non-union staff was supposed to mirror ASCFME and at the moment they are 6.5% behind ASCFME.

Mayor Schreiber stated that he is in agreement with Council Member Vogt he said he would really encourage Council to look at individual job classification rather than individual staff personalities. Mayor Schreiber further stated that by City Charter the City Manager is to manage staff. Mayor Schreiber stated that he supports the proposed structure and that he will be voting against the amendment.

Mayor Pro-Tem Richardson stated that this amendment has nothing to do with personality. Mayor Pro-Tem Richardson objected to the inference made by Mayor Schreiber regarding the amendment.

Council Member Moeller asked how the raise amount for the promotion from Assistant to the City Manager to Assistant City Manager was developed.

City Manager Lange stated that he looked at Ypsilanti's historical pay for Assistant City Manager.

Mayor Pro-Tem Richardson referencing day-to-day operations commented that customer service is not high-end skill level. Mayor Pro-Tem Richardson stated that April McGrath came in with a great deal of experience and this situation is not a fair comparison. Mayor Pro-Tem Richardson further stated that if Ypsilanti creates an Assistant City Manager Position she agrees with Council Member Moeller that the position should be posted.

Council Member Robb stated that this is a foolish thing to discuss at the table and that he apologizes to everyone involved. This is not about Ms. Savage this is about Mr. Lange. If he wants to make Ms. Savage head of Human Resources and review contracts then she should be paid commensurately. Council Member Robb further stated that his issue is that the City Manager does not want to do the job of a City Manager, he wants to focus on economic development. Council Member Robb stated that he wants to know who will develop the plan to repair the \$1.7 million in structural deficits and raise the \$4 million to refinance the Water Street debt.

City Manager Lange responded that he will produce that plan with staff support. Mr. Lange stated that he has developed a job description for the Assistant City Manager and that position will be instrumental in the City moving forward.

Council Member Moeller stated that when she first came on Council there was a lot of talk focused on how much to pay fire and police and how the City does not have the funds. Council Member Moeller stated that now there is a discussion on giving an individual a \$10,000 raise. Council Member Moeller asked if the City has gotten rid of furlough days.

City Manager Lange answered yes, furlough days have been ended and the 5% had been returned to staff.

Council Member Moeller stated that the headlines would read City Staff Receives a 20% raise.

City Manager Lange responded that Fiscal Services is going through the exact situation. Mr. Lange also stated that the last time Ypsilanti had an Assistant City Manager the pay for both the City Manager and the Assistant City Manager was \$180,000 plus tier one benefits. Mr. Lange said that he and the Assistant City Manager would make \$21,000 less plus be accepting tier two benefits.

Council Member Moeller stated that it was a different time and the City had more money at that point.

City Manager Lange reiterated the fact that the City Manager and Assistant City Manager combined would be making \$21,000 less with reduced benefits.

On a roll call, the vote to approve Mayor Pro-Tem Richardson Amendment No. 1 to Ordinance 1221 was as follows:

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

VOTE:

Yes: 5 No: 2 (Vogt, Schreiber) Absent: 0 Vote: Carried

Mayor Pro-Tem Richardson moved to amend Ordinance No. 1221 to state that all non-union employees receive a 3% raise, other than new hires and employees upgraded to new position in the last two budget terms (Amendment No. 2).

SUPPORTED BY: Council Member Jefferson

Mayor Pro-Tem Richardson stated that there is no need to amplify this issue but it is something that should be moved forward as something that is equitable.

Council Member Moeller asked how Mayor Pro-Tem Richardson decided on 3%.

Mayor Pro-Tem Richardson responded by looking at ASFCME and what the City could afford.

Council Member Robb asked if this amendment considers all non-union employees included those under a service contract.

Mayor Pro-Tem Richardson responded that this increase would only include non-contract, non-union employees.

Council Member Robb asked what about the individuals that work for City Council, referencing the City Clerk and the City Manager.

Mayor Pro-Tem Richardson stated that the City Clerk would be included being that she is not under contract.

Council Member Robb stated that it is his preference that all raises be taken out of the discussion. Whether employees are over-paid, under-paid, or paid correctly according to AFSCME means very little. Council Member Robb stated that the comparison is not accurate. Council Member Robb further stated that this is not something that he can support at this time, if this item is brought back at second reading with an implementation plan it is something that he would consider. Council Member Robb asked if this plan would be coupled with the \$83,000 already in the budget for merit raises.

Mayor Pro-Tem Richardson responded that this would replace the plan for merit raises.

Mayor Schreiber stated that this is Council over-reaching into the function of the City Manager, directed by City Charter. Mayor Schreiber further stated that this is hindering the ability of the City Manager to effectively incentivize his employees. Mayor Schreiber stated that he is very upset that this is coming from Council, especially this late, and he is voting against it.

Council Member Moeller asked for clarification on the budget, asking if the only item concerning raises is the \$83,000 for raises.

Council Member Robb stated that the \$83,000 covers two years.

City Manager Lange stated that staff is currently developing objective criteria on how to effectively evaluate employees for raises.

Council Member Moeller questioned the City Manager on how he decided on using the merit system to implement raises.

City Manager Lange stated that the basis of the decision was Council's approach in evaluating him and he is expanding on that for all employees.

Council Member Moeller asked City Manager Lange whose decision would the raise be based on.

City Manager Lange stated that a system would be developed to determine the criteria for raises.

Mayor Schreiber posed a rhetorical question to Council asking if Mr. Lange would leave tomorrow how Council would attract another City Manager to hire if Council continues to overreach into the powers of the City Manager. Mayor Schreiber stated he feels that this amendment would be a terrible mistake by Council.

Council Member Robb stated that his issue is that the merit evaluation is incomplete; there has not been a plan provided that discusses what criteria would need to be met to award a raise. Council Member Robb further stated that Council would look foolish to approve a plan that does not exist.

Council Member Moeller stated that she has a problem with merit raises because many times they are based on personalities. Council Member Moeller, in answering Mayor Schreiber's question, stated that it is Council's fiduciary responsibility to ask these questions. Council was elected to financially secure the City so that it can maintain itself.

Council Member Vogt stated that he agrees with Council Member Moeller it is our responsibility to maintain financial stability but across the board raises is not the way to do that. Council Member Vogt stated that he feels that this amendment is premature and it does subvert the City Manager's special roll, this is not a fair comparison to union workers. Council Member Vogt agreed with Council Member Robb that it may be wise to wait and see Mr. Lange's Plan. Council Member Vogt stated that he will not support amendment 2.

Council Member Murdock stated that this amendment and the previous amendment cause an uncomfortable situation at the table. Council Member Murdock stated that there are issues that individuals are concerned with and details that have not been provided. Council Member Murdock further stated that the City Manager knew that there were issues here and still brought this issue forward and that is why we are in this situation.

On a roll call vote, the vote to approve Mayor Pro-Tem Richardson #2 to Ordinance 1221 was as follows:

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

VOTE:

Yes: 4 No: 3 (Robb, Vogt, Schreiber) Absent: 0 Vote: Carried

Council Member Murdock stated that the amendments that he is about to propose will not directly impact the General Operating Deficit. First two amendments are relative to the Street Funds.

Council Member Murdock moved to Amend Ordinance No. 1221 to allocate \$50,000 to Fiscal Year 2015-2016 to the major street fund to complete projects outlined in the City's Non-Motorized Plan.

SUPPORTED BY: Council Member Robb

The Non-Motorized Plan is motivated by making Ypsilanti more attractive to live, work, and play. In addition over the next two years we are doing one TAP grant needing a match dealing with mid-block crossing at Michigan and extension to the Boarder to Boarder trail on Grove.

Mayor Schreiber asked if staff has a recommendation on this issue.

City Manager Lange responded that he has no recommendation.

Mayor Schreiber asked if staff has reviewed this proposal.

City Manager stated that Council Member Murdock made him aware last week.

Mayor Schreiber suggested that this matter be tabled until second reading providing staff time for a recommendation.

Council Member Murdock stated that when staff asked for amendments he spoke with the City Manager twice and Director of Fiscal Services once. Council Member Murdock also stated that this is pretty simple, it provides funding for a specific purpose, the projects may not all be there but the City does have a Non-Motorized Plan. Council Member Murdock stated that he is not sure why delay.

Mayor Schreiber stated that in a perfect world this matter would have been brought to one of the budget meetings.

Council Member Murdock responded that the budget is presented during a public hearing and at that hearing amendments are allowed to be made.

Council Member Robb stated for as long as he has been on Council, Ypsilanti has been talked about as being a great City that it has a downtown, and it's walkable. Council Member Robb stated that this amendment furthers that rhetoric and he will be supporting it tonight.

Mayor Pro-Tem Richardson stated that she had discussed this amendment with Council Member Murdock before the deadline and that Council Member Murdock had spoken with both City Manager Lange and Director of Fiscal Services Uy. Mayor Pro-Tem Richardson stated that staff had time to review this based on their timeline.

City Manager Lange stated that the job of the City Manager is to propose the budget the way that he feels correct. Mr. Lange added that it is the job of Council to dispose or amend the budget. Mr. Lange stated that it is not his job to take sides, this is the decision of Council.

Mayor Schreiber stated that he will be voting against this amendment but only to vote again after staff support.

On a roll call, the vote to approve Amendment No. 3 to Ordinance 1221 was as follows:

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

VOTE:

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

Council Member Murdock moved to amend Ordinance 1221 to add \$50,000 to the street fund for 2014-2015 and 2015-2016 Fiscal Years for traffic calming.

SUPPORTED BY: Council Member Robb

Mayor Schreiber asked City Manager Lange if staff has had time to review this amendment.

City Manager Lange stated that Council Member Murdock has brought this item to his attention in the past. Mr. Lange stated that this is a Council amendment and its Council's business.

Mayor Schreiber stated that the City does not yet have a policy for speed humps.

City Manager Lange responded correct, the City does not have a policy for speed humps.

Mayor Schreiber stated that the amendment is to allocate funds for something that the City does not have a policy for. Mayor Schreiber added that he hasn't had time to make an informed decision and he will be voting no.

On a roll call, the vote to approve Amendment No. 4 to Ordinance 1221 was as follows:

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

VOTE:

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

Council Member Murdock stated that around eight years Friends of the Freight House have been trying to get the building reopened. Council Member Murdock stated that recently, a grant application was applied for to SHPO to add a fire suppression system to the building but it was denied. Council Member Murdock stated that there were contributions to this grant by the DDA of \$25,000, Eastern Leaders Group (ELG) of \$10,000, Eastern Michigan University of \$1,000, and Friends of the Freight House of \$4,000. Council Member Murdock added that Friends of the Freight House has put together the design, bid specs, and some estimates to put the mechanical systems together for the fire suppression system, bathrooms, and a system of energy efficient HVAC for an investment of \$300,000. Council Member Murdock further added that he has approached the contributors to see if they would double their match and the City would add the additional money to raise the \$300,000. The ELG increased their commitment for \$10,000 to \$25,000; the Friends of the Freight House increased their commitment for \$4,000 to \$14,000, if the DDA increases the \$25,000 to \$40,000, we would have \$80,000 and would need an additional \$220,000 to complete the renovations. Council Member Murdock stated that the City could allocate \$180,000 for the capital improvement fund and an additional \$40,000 out of the Energy Efficiency Fund.

Council Member Murdock moved to amend Ordinance 1221 allocating \$180,000 from the Capital Improvement Fund and \$40,000 from the Energy Efficiency Fund for Freight House renovations.

SUPPORTED BY: Council Member Robb

Mayor Schreiber stated that as he understands the City does not have an agreement with the Friends of the Freight House and this is a very large contribution. Mayor Schreiber stated that during the Rutherford Pool redevelopment Council was approached by members of that Board and asked to change the budget to add \$25,000 for the pool which was 2.5% of the a million dollar project. The Friends of the Freight House are asking for around 72% of the total project cost. Mayor Schreiber asked what the strings attached to this plan are, is City Council going to take over management of this project. Mayor Schreiber added that there are a lot of volunteer groups scraping by in Ypsilanti, and how can an award

of that amount be made without a proper plan in place. Mayor Schreiber further added that the City awarded over \$100,000 to stabilize the Freight House roof, the building is now stable the City should be careful on how it moves forward. Mayor Schreiber stated that he will be voting no on this.

Council Member Murdock responded that there is not an agreement with Friends of the Freight House but this is more the City's project than theirs. The Friends of the Freight House have not been very successful raising funds however they are revising their business plan. Council Member Murdock added that without these renovations the building will continue to be unusable.

Council Member Robb asked for clarification regarding the City's role in the building's need for a fire suppression system. Council Member Robb cited that the former Fire Chief and Marshal Ichesco said this equipment was not needed, why is it needed now, is the City forcing the City to spend a lot of money.

Chief Anthouard stated that this is based off the 2006 NFB fire safety code which stated that a building holding certain events for the public require this system.

Council Member Moeller asked if this action was taken by Council.

Chief Anthouard stated that this was an ordinance voted on by Council.

Council Member Murdock stated when the 2006 NFB Fire Code was first adopted the Freight House was not required to have a fire suppression system. Council Member Murdock added due to the amount of time that the building was unusable it lost its grandfather clause and was required to have a fire suppression system.

Council Member Moeller asked if fire suppression is needed.

Chief Anthouard responded yes the fire suppression system is needed.

Council Member Vogt stated that we have paid a lot of attention to the Freight House in recent memory. Council Member Vogt stated that he agrees with Council Member Murdock it would be nice to have this complete this project and have a usable building increasing economic development. Council Member Vogt added that he is fuzzy on what exactly the building needs to be brought up to code. Council Member Vogt asked if staff or Mr. Lange had any insight on what needs to be done and is it appropriate to allocate funds and staff time in the short term or is this something that should be pushed back.

City Manager Lange stated that he had spoken with Council Member Murdock regarding the Freight House. Mr. Lange stated that this is a Council decision to allocate staff time and resources. Mr. Lange added that Council Member Murdock stated that the Friends of the Freight House do not have the capacity to manage the construction this is something that will be passed to Department of Public Services for bidding. Mr. Lange asked what entity would receive the revenue once the building is brought to usable condition.

Council Member Murdock stated that the Friends of the Freight House will bring in a revised plan in the next six months to a year. Council Member Murdock added that once the agreement lapses with the City it can either be renewed or a new partner could be given control.

Council Member Vogt asked if the City hold the title to this property.

Council Member Murdock responded yes.

City Manager Lange stated that the bottom line is that the building is brought to usable conditions. Mr. Lange added that once that is done the City will look for the best partner to manage it whether it is the Friends of the Freight House or another entity.

On a roll call, the vote to approve Amendment No. 18 and 19 to Ordinance 1221 was as follows:

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

VOTE:

Yes: 5 No: 2 (Jefferson, Schreiber) Absent: 0 Vote: Carried

Council Member Murdock moved to add an additional \$50,000 to leverage a TAP Grant making a total of \$100,000 total.

SUPPORTED BY: Council Member Robb

Mayor Schreiber asked if staff has had time to review this amendment.

City Manager Lange stated that \$50,000 has been set aside for the mid-block crossing at the Honda Dealership on Michigan Ave. for the Boarder to Boarder Trail.

Director of Community Development Gillotti stated that the National Resources Trust Fund for the bridge itself, as well as ADA and the HAWK Traffic Signal. Additional funding would aid in making the block more robust.

Mayor Schreiber asked for clarification on location and on Ms. Gillotti's recommendation.

Director of Community Development Gillotti stated the whole project cost is \$700,000. Ms. Gillotti stated that to leverage the whole \$700,000 the City would require a \$142,000 match. Ms. Gillotti added that she has contacted several possible partners including the Washtenaw County Parks Department and the Ypsilanti DDA. Ms. Gillotti felt that it would be helpful to have the extra funding.

Mayor Schreiber asked if the Capital Improvement Fund was developed through park usage fees.

Council Member Murdock responded that the Capital Improvement Fund is the pass through fund for grants and grant matches, the 414 Fund.

City Manager Lange stated that the original plan was to do nothing with the money. However, issues arose that required funding. Mr. Lange stated that if all amendments pass with this budget that would leave \$70,000 left in the Capital Improvement Fund.

Mayor Schreiber asked if there are restrictions on these funds and if there is a ratio between the Capital Improvement Fund and funds from the General Fund.

City Manager Lange responded that these funds are required to be used on capital improvements.

Mayor Pro-Tem Richardson asked how much will be drawn with amendments made here today and what the City Manger's suggestion is.

City Manager Lange responded that he would suggest that we don't do anything, that \$70,000 is a drop in the bucket.

On a roll call, the vote to approve Amendment No. 18 and 19 to Ordinance 1221 was as follows:

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

VOTE:

Yes: 5 No: 1 (Schreiber) Absent: 1 (Moeller) Vote: Carried

Council Member Murdock moved to reserve three years of debt payment for general fund balance for a total of \$4,278,653.

Mayor Schreiber asked if this was an amendment to the budget. Mayor Schreiber added that per Council rules these items can be brought as resolutions for the next Council meeting.

Council Member Murdock agreed.

Council Member Robb stated that he will be voting against the budget. Mr. Robb said that adding the 3% raise is supposed to avoid favoritism. Mr. Robb added that a 3% raise will only affect 10 employees; he asked how that is fair. Council Member Robb encourage everyone to do the same.

Council Member Murdock stated that this budget has a deficit of \$1.3 million and \$1.4 million. Mr. Murdock added that this is not a budget he would normally approve. Council Member Murdock stated that the plan is very aggressive and will take a lot of work to complete. Council Member Murdock added that there are some good things in this budget and he will be voting for it.

Mayor Schreiber stated that he voted against seven amendments. Mr. Schreiber said he will be voting for the budget. Mayor Schreiber added that in the future it may be wise to hold the 2 year budget meeting on an off election year.

On a roll call, the vote to approve Resolution No. 2014-121 was as follows:

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

VOTE:

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

Ordinance No. 1222

3. An ordinance entitled "2014-2015 Tax Levy Ordinance"

A. Resolution No. 2014-123, determination

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the proposed ordinance entitled "2014-2015 Tax Levy Ordinance", be approved on First Reading.

OFFERED BY: Council Member Robb

SUPPORTED BY: Council Member Jefferson

City Manager Lange stated that the tax levy would be neutral.

Council Member Murdock stated that it's good that the millage rate went down but that was based on the SAFER Grant so it will go up in the future.

City Manager Lange responded that it was the SAFER Grant as well as retiree health insurance.

B. Open the public hearing.

There were no speakers

C. Resolution No. 2014-124, close public hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the public hearing to consider the "2014-2015 Tax Levy Ordinance", be officially closed.

OFFERED BY: Council Member Robb

SUPPORTED BY: Council Member Jefferson

On a voice vote, the motion carried and the public hearing is closed.

On a roll call, the vote to approve Resolution No. 2014-123 was as follows:

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

VOTE:

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

Ordinance No. 1223

4. An ordinance to amend Chapter 18 of the Ypsilanti City Code entitled, "Buildings and Buildings Regulations".

A. Resolution No. 2014-125, determination

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance to adopt the International Property Maintenance Code, entitled "AN ORDINANCE TO AMEND CHAPTER 18 OF THE YPSILANTI CITY CODE, ENTITLED "BUILDINGS AND BUILDING REGULATIONS," BY AMENDING

ARTICLE V, "PROPERTY MAINTENANCE CODE," SECTION 18-91 "ADOPTION," TO REPLACE 2006 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE WITH THE 2012 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; BY AMENDING SECTION 18-92 "ADDITIONS, INSERTIONS AND CHANGES," BY DELETING THE PREVIOUS ADDITIONS, INSERTIONS AND CHANGES AS NECESSARY AND MAKING ADDITIONS, INSERTIONS AND CHANGES TO THE 2012 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE" be approved on first reading.

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

City Attorney Barr stated that this is an international code Council adopted in 2006. Mr. Barr added that minor modifications were made by City Attorney Jesse O'Jack to ensure that there were no duplications.

Council Member Murdock asked if the changes to the ordinances are the same.

City Attorney Barr answered yes it is the same ordinances with minor changes to inconsistencies found in the previous ordinance.

Council Member Murdock asked if this would be the code that Council would need to amend if to add surveillance cameras in apartment complexes.

City Attorney Barr stated that would be the building code. Mr. Barr stated that he will check on that.

B. Open the public hearing.

There were no speakers.

C. Resolution No. 2014-126, close public hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the public hearing to consider to "amend Chapter 18 of the Ypsilanti City Code entitled, Buildings and Buildings Regulations", be officially closed.

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

On a voice vote, the motion carried and the public hearing was closed.

On a roll call, the vote to approve Resolution No. 2014-125 was as follows:

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

VOTE:

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

Ordinance No. 1224

5. An ordinance to amend the Ypsilanti City Code regarding the use of consumer fireworks within the City of Ypsilanti, pursuant to MCL 28.457(s).

A. Resolution No. 2014-127, determination

**RESOLUTION TO ADOPT ORDINANCE TO AMEND FIREWORKS
ORDINANCE:**

**IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI
that: the ordinance entitled "An ordinance to amend the Ypsilanti
City Code regarding the use of consumer fireworks within the City
of Ypsilanti, pursuant to MCL 28.457(2) be adopted on first
reading.**

OFFERED BY: Council Member Vogt

SUPPORTED BY: Council Member Jefferson

City Attorney Barr stated that the original ordinance mirrored that of the state, the state has since amended the ordinance giving more authority to local governments except three holidays. Mr. Barr added that he has provided the Chief Anthouard with the ordinance and he has agreed to the ordinance.

B. Open the public hearing.

There were no speakers.

C. Resolution No. 2014-128, close public hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

**THAT, the public hearing to consider to "amend the Ypsilanti City
Code regarding the use of consumer fireworks within the City of
Ypsilanti, pursuant to MCL 28.457(s)", be officially closed.**

OFFERED BY: Council Member Vogt

SUPPORTED BY: Council Member Jefferson

On a voice vote, the motion carried and the public hearing was closed.

On a roll call, the vote to approve Resolution No. 2014-127 was as follows:

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

VOTE:

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

IX. AUDIENCE PARTICIPATION –

There were no speakers.

X. REMARKS BY THE MAYOR –

None

XI. MINUTES –

Resolution No. 2014-129, approving minutes of May 20 and May 22, 2014.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of May 20 and May 22, 2014 be approved.

OFFERED BY: Council Member Jefferson

SUPPORTED BY: Council Member Vogt

On a voice, the minutes of May 20 and May 22, 2014 were approved.

XII. CONSENT AGENDA –

~~Resolution No. 2014-130A~~

1. Resolution No. 2014-130, approving fee schedule.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

OFFERED BY: Council Member Murdock

SUPPORTED BY: Council Member Vogt

Assistant to the City Manager Savage stated that there were no major changes to the fee schedule, just a few minor housekeeping items.

Council Member Robb asked why the City had gone from not having a fee for the police chief during events to having one.

Assistant to the City Manager Savage responded that the past fee schedule included a fee for the fire chief. Ms. Savage stated she felt that this would be prudent if the Chief would be required to do off hours activities.

Council Member Robb asked if there had been a bill for the fire chief in the past year or two.

Assistant to the City Manager Savage answered no.

Council Member Robb stated that instead of adding a fee for the police chief why not remove it for the fire chief.

Assistant to the City Manager Savage responded that Council Member Robb suggestion was fair.

City Attorney Barr stated that he does not have an opinion on the matter but having a fee in place before it's asked for is not a 'bad idea'.

Council Member Robb asked if this fee could just be added.

Assistant to the City Manager Savage stated that this would not be tied to an event unless the event specifically asked the chief to be present.

Council Member Robb stated that if it were spelled out in the fee schedule that this fee would only be applied if the chief was specifically asked to be present.

Assistant to the City Manager Savage asked if that was a friendly amendment.

Council Member Robb stated that it is not a friendly amendment. Mr. Robb added that he wants to ensure that everyone is in agreement.

City Attorney Barr stated that the fire chief and the police chief are not exactly the same. Mr. Barr added that the fire chief can be called regularly to disaster scenes that can be reimbursed by insurance.

Chief Anthouard stated that the fee for the fire chief was instituted due to the cost recovery program is being used. He said the insurance company requires the cost of each rank. In order to apply this it must be in the fee schedule.

Council Member Robb stated that in this current fee schedule it is listed under events for labor.

Council Member Moeller asked if they bill Medicare and what activities does the fire department bill.

Chief Anthouard responded no they do not bill Medicare, the fire department bills insurance companies for labor intensive activities.

Council Member Moeller asked why there is a fee schedule if you bill the insurance companies.

Council Member Robb responded because they must tell them what the price of individual firemen cost.

Council Member Moeller stated you have to list a cost per hour per person. Council Member Moeller asked if they have similar charge rates for the police department.

Chief DeGiusti stated that there is a charge for false alarms but they are not currently imposed.

Council Member Moeller asked what else would the police charge.

City Manager Lange responded that situations such as the Color Run which calls for a large portion of the department.

Assistant to the City Manager Savage stated that the Chief does not want to be billed for the event unless he is specifically asked to be there.

City Attorney Barr stated that another example would be in a criminal case that the court orders restitution for the time officers spent on case. Mr. Barr added that rates are set to establish that.

Council Member Robb stated that there is already a section for police and fire cost recovery. Council Member Robb stated that he has no problem with that fee just as long as it is listed in the correct category.

Assistant to the City Manager Savage stated that it does not fall under emergency services.

Council Member Robb stated that if it is not an emergency service then the Chief should just waive the fee.

Council Member Robb asked about the increase in dispatch supervisor costs.

Chief DeGiusti stated that during a festival such as the Heritage Festival there is a large amount of air traffic which requires a dedicated dispatcher for Ypsilanti. Chief DeGiusti added this is a charge coming from the county sheriff.

Council Member Robb stated that we charge that fee for 24 hours a day even though the festival does not run 24 hours a day. Council Member Robb stated the only organizations that get a dedicated channel are for U of M football games. Council Member Robb asked how many calls we are taking during heritage festival.

Chief DeGiusti responded that it is not necessarily calls of service, it is more officers needing to get in touch with dispatch.

Council Member Moeller asked if the cost is passed to the festival.

Chief DeGiusti responded yes. The fee structure is not there to always charge for special events, the last Heritage Festival and Color Run were charged nothing for chief services.

Council Member Robb asked about the charge for the EMS standby.

Chief Anthouard responded that it is 50% cheaper than any other provider contract with EMU. Chief Anthouard added that if they are not available he must provide a truck with two EMS personnel. Chief Anthouard stated that these services are upon request.

Council Member Robb asked about the fee related to bobcats with snow pushers and why it tripled. Council Member Robb asked why it is listed under events.

Assistant to the City Manager Savage responded that equipment comes from the state.

Council Member Robb stated that the item might have been misplaced.

Assistant to the City Manager Savage responded that would be the only place we would bill, or it would just be a city operation.

Council Member Robb stated that we don't have winter events. Mr. Robb added that the parking fee goes from \$10 to \$20 with no grace period.

Assistant to the City Manager Savage stated that Lt. Gress has been working on this with the court administrator and these are the fees suggested by the court.

Council Member Robb stated that he was referring to the ending of the grace period individuals that have to pay their ticket.

Council Member Moeller asked if that is because the Treasurer's office is not open all the time.

Mayor Pro-Tem Richardson stated that there is a drop box if the office is closed.

Assistant to the City Manager Savage stated that the court suggested the \$20 fine and if you don't pay in ten days the court adds a \$30 fee.

Council Member Robb responded that everything past day one he is fine with, it's the removal of the 24 hour grace period. Council Member Robb added that he is not sure that this is so wise for public relations for the city.

Council Member Moeller asked how many people paid in the grace period.

Assistant to the City Manager Savage responded that is something the Treasurer would know.

City Clerk McMullan stated that it is a large quantity.

Council Member Robb agreed that it is a lot because people do not want to pay increased costs. Council Member Robb added that every other city around has a grace period system other than Detroit.

Assistant to the City Manager Savage stated that is the only information that she has. Assistant to the City Manager Savage added that she only knows that this change was based on a court decision she is not sure if other cities are taking on this approach.

Council Member Robb stated that Lansing adopted a grace period a month and a half ago in which the first 24 hours the ticket is \$10 after that the fine rises. Council Member Robb stated that after so many days more court fees are applied he doesn't have an issue with, just do not end the one day grace period.

Chief DeGiusti stated that he has not been involved with this schedule but Lt. Gress informed him that one of the things that were suggested was one flat fee since the fines would no longer be collected at the Treasurer's office would be collected at the court. Chief DeGiusti added that the grace period would be reduced due to the court's hours of operation depending on when the ticket was issued.

Council Member Moeller asked where payments are made now.

Chief DeGiusti stated that all payments would need to be paid at the court near the police station.

Mayor Pro-Tem Richardson asked why payments aren't being made at the Treasurer's office.

Chief DeGiusti responded that is a long explanation, short answer is the system that was in place was very confusing to the public. The public has been complaining about issues that were not controlled by the City. Chief DeGiusti added that the vendor that was previously used was located in California which caused a myriad of issues.

City Manager Lange added there was an enormous amount of problems with Duncan Solution. The City needed to get out of that contract. Mr. Lange added that the City can back out of the current system at any time.

Mayor Pro-Tem Richardson asked if Ann Arbor has changed or do they still allow a 24 hour grace period. Mayor Pro-Tem Richardson added that she received a ticket in Ann Arbor a few years ago that was \$5 and if paid in 24 hours the ticket remained \$5.

Council Member Robb responded that Ann Arbor has \$10 if paid by the next business day, \$20 if paid before 14 days, \$40 if paid after 14 days, and \$60 after 30 days. Council Member Robb added the issue is not the fee the issue is how it is collected the City is self-inflicting by having no more early collection. Council Member Robb asked is that correct.

Chief DeGiusti responded that it is correct.

Council Member Robb stated that there were nine changes to the fee schedule and Council did not get a memo on any of these changes. Council Member Robb added that a policy decision has been made and now there is no longer a grace period.

Mayor Pro-Tem Richardson stated that if we are Council why not change the policy.

Council Member Robb responded that we are no longer collecting through a third party.

On a roll call, the vote to approve Resolution No. 2014-130 was as follows:

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

VOTE:

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

2. Resolution No. 2014-131, authorizing City Treasurer to levy and assess special assessments on the July 2014 tax roll.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That, the City Treasurer be authorized to levy and assess on the July 2014 tax roll the attached listing of unpaid bills totaling \$92,989.15 .

OFFERED BY: Council Member Murdock

SUPPORTED BY: Council Member Robb

City Manager Lange stated that the roll does not include the street light assessment for capital improvements of \$277,500 which will be on the winter roll.

On a roll call, the vote to approve Resolution No. 2014-131 was as follows:

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

VOTE:

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

3. Resolution No. 2014-132, awarding contract for 2014 urgent road repairs.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council allocated funds for Urgent Road Repairs to four sections of major streets within the city; and

WHEREAS, City council authorized staff to solicit bids to make these urgent repairs; and

WHEREAS, six (6) bids were received: Cadillac Asphalt, LLC. \$218,290.16; Ajax Paving Industries, Inc. \$208,802.24; Best Asphalt, Inc. \$146,511.00; Barrett Paving Materials, Inc. \$144,904.00; Pavex Corporation \$133,857.22 and Al's Asphalt Paving Company \$116,973.00; and

WHEREAS; the bid submitted by Al's Asphalt Paving Company, 25500 Brest Road, Taylor, MI 48180, best meets the project specifications and is in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council awards the bid to Al's Asphalt Paving Company in the amount of \$116,973 ; and

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

FURTHER, that the City Manager and City Clerk are authorized to sign change orders for additional road repairs up to the City's allocation of \$249,000 and the total project budget of \$276,000, subject to the approval by the City Attorney.

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

DPS Director Kirton stated that the City was able to leverage money from EMU at the total of \$13,500, the AAATA also is providing funds for Adams Street between Pearl and Michigan Ave.

Mayor Schreiber asked why there was such a discrepancy between Cadillac Asphalt and Al's Asphalt. Mayor Schreiber also questioned why the bids are so inconsistent.

DPS Director Kirton responded that he is not sure however it is possible that bidding companies viewed Council Meeting minutes. Mr. Kirton added that this may be a case of price gouging.

Mayor Schreiber asked if Al's paving has good references.

DPS Director Kirton responded yes they do, the City has used them in the past.

Council Member Robb pointed out that normally the City Manager and the City Clerk authorized to sign.

DPS Director Kirton stated that it may have to do with accessibility reasons.

City Attorney Barr stated that it is a typo and should read "Mayor" not City Manager. Mr. Barr added that in the last paragraph of the resolution it reads "the City Manager and City Clerk are authorized to sign change orders..." the City Attorney stated the City Manager would have that authority and the Clerk would not.

City Manager Lange stated that he would like to compliment Mr. Kirton for raising the \$13,000 and the negotiating the price on this project. Mr. Lange added that initially staff estimated having funds for four projects now it is possible to do six.

Council Member Robb stated that the changes made to the resolution by the City Attorney were offered as friendly amendments. Council Member Robb asked if Council Member Vogt is fine with those changes.

Council Member Vogt replied yes.

Council Member Vogt asked if the provided list is the order on which the roads will be repaired.

City Manager Lange responded that the city would do the first six for road repairs after that are based on unit cost.

Council Member Murdock stated there is an issue with the City's prevailing wage ordinance. Mr. Murdock added the bid specification did not have to comply with the ordinance because it was not federal money. Council Member Murdock stated that he would like to add an amendment in which the second to last paragraph read "...with the approval of the City Attorney and AI's Asphalt comply with the City's wage ordinance..."

City Attorney Barr replied that it would not be an issue to add that information. Mr. Barr added the wage provision is an addendum that is added to all contract. Mr. Barr added that the addendum is added to all of OHM's bid specifications.

Council Member Murdock responded that in the communications that he has had with staff there was no indication that they were aware of that.

Mayor Schreiber asked if that was a friendly amendment.

Council Member Robb answered that we would accept that amendment as friendly.

On a roll call, the vote to approve Resolution No. 2014-132 was as follows:

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

VOTE:

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

4. Resolution No. 2014-133, approving contract with Orchard, Hiltz & McCliment, Inc. for construction engineering services for the 2014 Urgent Road Repairs.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council allocated funds for Urgent Road Repairs to four sections of major streets within the city; and

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

WHEREAS, it is necessary to secure construction engineering services to expedite this project for the 2014 construction season;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the construction engineering services proposal with Orchard, Hiltz & McCliment, Inc., 34000 Plymouth Road, Livonia, MI at a not to exceed cost of \$22,600.00; and

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

OFFERED BY: Council Member Murdock

SUPPORTED BY: Council Member Robb

DPS Director Kirton stated that Marcus McNamara of OHM will outline the project.

Marcus McNamara, OHM stated that the direction OHM was given is to maximize the amount of work put down on this road. Mr. McNamara stated that this is not a conventional project in which the road would be removed. Mr. McNamara added that OHM reviewed the scope for construction services with the assistance of Ypsilanti DPS essentially maxing out funds with the assistance of EMU and AAATA contribution.

Council Member Murdock asked if the project would entail six streets.

Marcus McNamara, OHM responded yes and hopefully more.

Council Member Murdock asked if the roads included were; Prospect, Harriet, Cornell, Huron River Dr., Adams, and LeForge.

Marcus McNamara responded yes and if funding is available First and Congress.

Council Member Murdock asked when construction would begin.

Marcus McNamara responded 2 to 2.5 weeks, along with the contracts we ask for a schedule updates.

Council Member Murdock asked if the earliest construction would begin is June 23rd.

Marcus McNamara responded anywhere from June 23rd to after July 4th.

Council Member Murdock asked when Prospect Bridge would be closed for repairs.

DPS Director Kirton replied the week of July 8th.

On a roll call, the vote to approve Resolution No. 2014-133 was as follows:

Council Member Jefferson Yes
Council Member Moeller Yes
Council Member Murdock Yes
Mayor Pro-Tem Richardson Yes

Council Member Robb Yes
Council Member Vogt Yes
Mayor Schreiber Yes

VOTE:

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

5. Resolution No. 2014-134, approving contract with Orchard, Hiltz & McCliment, Inc. for engineering services for the Prospect Road construction.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, MDOT Local Bridge Program Funds has been programmed for preventative maintenance work including; hot mix asphalt overlay of the bridge deck, joint replacement, sidewalk repair, concrete surface coating, approach, and maintaining traffic for Prospect Street Bridge in the 2014 construction season; and

WHEREAS, The total resurfacing cost is estimated at \$256,500, less \$205,200 Federal Funds, \$38,500 State Local bridge Funds, and the City's estimated share for construction will be \$12,800; and

WHEREAS, Orchard Hiltz and McCliment has submitted a proposal to provide construction engineering services and materials testing for a not exceed amount of \$39,400; and

WHEREAS, the construction engineering services will be expended from account number 202-7-9051-975-02 in the FY 2014-15 budget; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the proposal submitted by OHM for construction engineering and materials testing services to comply with regulations and directives mandated for the use of Local Bridge Program Funds; and

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

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

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

DPS Director Kirton stated that he and Mr. Early are meeting with Nashville Construction who was awarded the project, which will begin July 8th and Mr. Kirton is asking for the approval of the proposal. Council Member Murdock asked if Council had awarded this Contract.

DPS Director Kirton replied that it was awarded April 15th however MDOT has not yet received the agreement.

On a roll call, the vote to approve Resolution No. 2014-134 was as follows:

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

VOTE:

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

Mayor Schreiber thanked Mr. Kirton for his work on this matter.

6. Resolution No. 2014-135, affirming the Continuing Public Purpose of the Ann Arbor/Ypsilanti SmartZone Local Development Financing Authority and Approve Application to MEDC for Extension of its Term.

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

Whereas, In 2001, the Michigan Economic Development Corporation designated the Ann Arbor/Ypsilanti SmartZone to promote the growth of technology business and employment opportunities in the SmartZone area;

Whereas, The Cities of Ann Arbor and Ypsilanti, desiring to work together in this economic development initiative, entered to an agreement to and established the Ann Arbor/Ypsilanti Local Development Finance Authority (LDFA) to fund the SmartZone through tax increment financing;

Whereas, Under the provisions of the Ann Arbor/Ypsilanti SmartZone LDFA adopted Tax Increment Financing (TIF) and Development Plan, the LDFA will dissolve and at the end of the LDFA fiscal year commencing in 2018 and the final will occur in 2018;

Whereas, The Michigan legislative passed Public Act 290 of 2012, amending the Local Development Financing Act, and providing for extension of local development financing authorities for either 5 or 15 years if certain conditions were met;

Whereas, The Ann Arbor/Ypsilanti SmartZone LDFA has adopted a Resolution supporting application to the MEDC for extension for 15 years or 5 years at a minimum; and

Whereas, There is a continuing public purpose for maintaining the LDFA to further the growth and expansion of technology business and employment opportunities within Ann Arbor and Ypsilanti;

RESOLVED, That City Council affirms the continuing public purpose of the Ann Arbor/Ypsilanti SmartZone LDFA and its role in facilitation of the commercialization of research products being developed at University of Michigan and Eastern Michigan University, and the development and support of new and existing technology-led economic development;

RESOLVED, That City Council supports the application to the MEDC by the Ann Arbor/Ypsilanti SmartZone LDFA for extension, as allowed by law, of its term for an additional 15 years, commencing in 2018, or at minimum an additional 5 years;

RESOLVED, That City Council, in support of such application, states that if MEDC approves the Ann Arbor/Ypsilanti SmartZone LDFA application for extension subject to completion of all statutory requirements for extension, the City will:

- On receipt of request by the LDFA, cooperative work with the City of Ann Arbor to amend the LDFA TIF and Development Plan to include regional collaboration as determined by MEDC and in accordance with all statutory requirements for amendment.**
- Assist the LDFA, to the extent necessary, to meet additional reporting requirements required by State Treasury and/or MEDC in connection with approval of the extension**
- Work with the LDFA and the City of Ann Arbor to identify and negotiate a Sponsorship Agreement with another LDFA (Satellite SmartZone LDFA) which will allow the Satellite SmartZone LDFA to capture local taxes in its own distinct geographic area for the maximum 15 years allowed by statute; which Sponsorship Agreement will be presented to the respective City Councils of Ann Arbor and Ypsilanti for approval;**

RESOLVED, That in furtherance of the above mentioned support, the City Manager and City Attorney are directed to take all necessary actions to implement this Resolution and the application for extension of the Ann Arbor/Ypsilanti SmartZone LDFA; and

RESOLVED, That the City Clerk provide a copy of this Resolution to the City of Ann Arbor and the Ann Arbor/Ypsilanti SmartZone LDFA.

OFFERED BY: Council Member Murdock

SUPPORTED BY: Council Member Robb

City Attorney Barr stated that the Ann Arbor City Attorney requested that Council approve the extension of the LDFA Contract.

Karen Charter, Ypsilanti representative of the LDFA, stated the organization is spurring a lot of interest in the tech industry and she implores the Council to extend the contract.

Mayor Pro-Tem Richardson apologized to Ms. Charter for having to sit through such a long meeting in order to be heard.

Mayor Schreiber thanked Ms. Charter for her service with the LDFA, stating that her background as a business professor at EMU, has been helpful to the LDFA.

Karen Charter stated that she appreciates the opportunity.

On a roll call, the vote to approve Resolution No. 2014-135 was as follows:

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

VOTE:

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

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS -

1. Resolution No. 2014-136, approving 3rd amendment to the purchase agreement with Ninety Nine 90, LLC in order to add an extension not later than June 6, 2014.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Ypsilanti City Council approved a Purchase Agreement for the sale of .85 acres of the Water Street Redevelopment Area to NINETY NINE 90, LLC for the development of a Family Dollar Store on May 7, 2013

WHEREAS, said agreement has been executed by both parties; and,

WHEREAS, NINETY NINE 90, LLC has requested a 3rd amendment to invoke both an extension and add an extension to the purchase agreement, both to a date not later than June 6, 2014; and,

WHEREAS, the City and NINETY NINE 90, LLC, intend to close on the parcel not later than June 6, 2014, that the City Manager be authorized to sign closing documentation subject to attorney approval;

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approve the attached 3rd Amendment to the Purchase Agreement with NINETY NINE 90, LLC to sell and develop .85 acres of the Water Street Redevelopment Area as presented in the agreement and attachments; and

FURTHER, that the Mayor and City Clerk are authorized to sign the Purchase Agreement subject to attorney approval; and

FURTHER, that the City Council authorize the City Manager to proceed with closing; and

FURTHER, that the City Manager is authorized to sign all closing documentation subject to attorney approval.

OFFERED BY: Council Member Murdock

SUPPORTED BY: Mayor Pro-Tem Richardson

Ms. Gillotti asked for a motion to change the date on the resolution to June 13, 2014.

Council Member Murdock stated that he would accept a friendly amendment to the resolution.

Mayor Pro-Tem Richardson offered support for the friendly amendment to the resolution.

On a roll call, the vote to approve Resolution No. 2014-136 was as follows:

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

VOTE:

Yes: 5 No: 2 (Moeller, Vogt) Absent: 0 Vote: Carried

XIV. LIASON REPORTS –

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

XV. COUNCIL PROPOSED BUSINESS –

Richardson

- Stated she attended the Pittsfield Board of Trustees' meeting with Council Member Jefferson and it went very quickly considering their extensive agenda. They do not read the resolutions aloud and they come well prepared, ready to vote on each item. Recommends for the City Council to talk with them to perhaps adopt some of their time-saving methods to streamline their meetings.

- Stated that on June 12th, there will be a free forum on gun laws and stand your ground laws, facilitated by Judge Deborah Thomas, at Brown Chapel Church from 6:00-8:00 p.m.

Robb

- Stated that some Boards have full-time Trustees which lack transparency because they don't have to abide by the Open Meetings Act and the decisions are made ahead of time. They should read the resolutions because the audience doesn't know what they're talking about most of the time.

Jefferson

- Asked why audience participation was so late in the agenda.
Mayor Schreiber stated there were public hearings for ordinances before the audience participation because it allows citizens to make comments on them sooner and it takes priority.

XVI. COMMUNICATIONS FROM THE MAYOR –

Board and Commission Nominations:

Ypsilanti Downtown Development Authority (non-resident)

Jessica French-Cossey (new appointment replacing Linda French)
2339 South Circle Dr.
Ann Arbor, MI 48103
Term Expires: 7/7/2018

Ypsilanti Downtown Development Authority

James Dauphine (reappointment)
142 Glenwood Avenue
Ypsilanti, MI 48198
Term Expires: 7/7/2018

Ypsilanti Downtown Development Authority

Mark Teachout (reappointment)
974 N. Prospect Rd.
Ypsilanti, MI 48198
Term Expires: 7/7/2018

Ypsilanti Planning Commission

Scott Straley (new appointment replacing Mark Bullard)
491 Second Street
Ypsilanti, MI 48197
Term Expires: 5/1/2016

XVII. COMMUNICATIONS FROM THE CITY MANAGER –

- Stated the Police Department did an exceptional job handling a robbery in progress in Depot Town.
- Eastern Michigan University will be asking for a one-time extension on the Ainsley Street Project due to budget issues.
- Stated the next agenda will have the COAM contract, assessing contract, trash bid will be awarded, and the second reading of the budget.
- City Hall sidewalk corners were repaired.

- Stated the road lines are much clearer and safer on the Michigan Road Diet. The OHM report will be in soon.

XVIII. AUDIENCE PARTICIPATION -

XIX. REMARKS FROM THE MAYOR -

XX. ADJOURNMENT -

Resolution No. 2014-137, adjourning the City Council meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

OFFERED BY: Council Member Jefferson

SUPPORTED BY: Council Member Vogt

On a voice vote, the motion carried and the meeting adjourned at 10:58 p.m.



Resolution No. 2014 – 138
June 17, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2014-139, approving revised special assessments to be levied on the July 2014 tax roll.
2. Resolution No. 2014-140, approving appointments to Boards and Commissions.
3. Resolution No. 2014-141, approving non-resident appointment to YDDA.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



June 10, 2014

Frances McMullan
City Clerk
1 South Huron
Ypsilanti, MI 48197

RE: Revised 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 installments on Special Assessment Rolls, which are due and have remained unpaid as of May 31, 2014.

The City Council, at their next meeting, can authorize me to levy these unpaid bills on the July 2014 Tax Roll.

Sincerely,

Kimberly D. Teamer
City Treasurer



REQUEST FOR LEGISLATION

DATE: June 17, 2014
FROM: Kimberly D. Teamer, City Treasurer
SUBJECT: Revised Special Assessment

SUMMARY/BACKGROUND

The Building Department gave a revised list lowering the rental inspection fees to be collected in summer 2014 due to a calculation error.

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 weeds removal, ordinance 624's, sidewalk replacement, and miscellaneous bills as of May 31, 2014 for the City of Ypsilanti.

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

DATE RECEIVED: _____ AGENDA ITEM NO: _____

CITY MANAGER COMMENTS:

FOR AGENDA OF _____ FINANCE DIR APPROVAL:

COUNCIL ACTION TAKEN:



Resolution No. 2014-139
June 17, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That, the City Treasurer be authorized to levy and assess on the July 2014 tax roll the attached listing of unpaid bills totaling \$84,173.15

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

**SPECIAL ASSESSMENT ROLL
CITY OF YPSILANTI
2014**

100: Board Up	\$ 4,811.00
101: West Cross DDA	7,075.15
102: Downtown District	3,428.06
103: Delinquent Water	17,092.49
104: Depot Town	5,472.22
109: Trash	2,600.00
110: Weeds	2,310.00
111: Water Street	1,501.12
112: Rental Inspection	6,374.00
115: 83 Mich Ave TIFA	17,340.90
119: 03 Mich Ave TIFA	2,838.21
124: Dangerous - Escrow	9,600.00
125: Dangerous – Inspection	2,550.00
126: Leaf Removal	1,180.00
Total Specials	\$84,173.15

06/11/2014
08:35 AM

SPECIAL ASSESSMENT ROLL

Page: 1/9
DB: Ypsi14

All Records
All Special Assessments
SUMMER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-09-191-009	ROYCE CONSELLOR	100: BOARD UP	587.00
11-11-10-235-020	BELLERS EDDIE	100: BOARD UP	278.00
11-11-10-356-022	VONGRATSAMY, THONGSAMOUT	100: BOARD UP	267.00
11-11-10-356-022	VONGRATSAMY, THONGSAMOUT	100: BOARD UP	664.00
11-11-37-156-003	CHAPTER 13 STANDING TRUST	100: BOARD UP	711.00
11-11-39-440-003	MACDOUGALL, SHARI	100: BOARD UP	400.00
11-11-39-440-043	YUHAS PROPERTIES, LLC	100: BOARD UP	664.00
11-11-40-462-009	WEI, MING KE-AIMENG	100: BOARD UP	1,240.00
11-11-40-105-002	PAPPAS JOHN & MARY	101: WEST CROSS DDA	99.45
11-11-40-105-003	FRENCH WILLIAM & SANDRA, T	101: WEST CROSS DDA	194.85
11-11-40-105-004	TELL BRIAN D & EGERMAN R	101: WEST CROSS DDA	94.70
11-11-40-109-014	D'ALECY SUSAN K, TRUST	101: WEST CROSS DDA	130.53
11-11-40-109-015	D'ALECY PROPERTIES LLC	101: WEST CROSS DDA	127.60
11-11-40-109-016	AOM MANAGEMENT, LLC	101: WEST CROSS DDA	159.60
11-11-40-109-017	D ABBEG RENTALS LLC	101: WEST CROSS DDA	173.29
11-11-40-110-003	ST JOHN CATHOLIC CHURCH	101: WEST CROSS DDA	0.00
11-11-40-113-009	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	332.85
11-11-40-113-010	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	122.96
11-11-40-113-011	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	169.39
11-11-40-113-012	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	123.63
11-11-40-113-013	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	133.14
11-11-40-113-014	PASQUINZO AL	101: WEST CROSS DDA	127.60
11-11-40-131-005	COPP & SCHMUNK HOLDINGS,	101: WEST CROSS DDA	162.52
11-11-40-131-006	COPP & SCHMUNK HOLDINGS,	101: WEST CROSS DDA	91.01
11-11-40-131-007	COPP & SCHMUNK HOLDINGS L	101: WEST CROSS DDA	166.36
11-11-40-131-008	CROSS STREET ONE, LLC	101: WEST CROSS DDA	89.58
11-11-40-131-009	CROSS STREET ONE, LLC	101: WEST CROSS DDA	191.96
11-11-40-131-019	CHRISANDY, INC	101: WEST CROSS DDA	224.32
11-11-40-131-020	CLV YPSI LLC	101: WEST CROSS DDA	207.31
11-11-40-180-001	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	113.11
11-11-40-180-002	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	142.65
11-11-40-180-003	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	142.65
11-11-40-183-001	PNA INVESTMENTS, LLC	101: WEST CROSS DDA	103.11
11-11-40-183-002	KASHAM SHAFIQ	101: WEST CROSS DDA	91.22
11-11-40-183-003	CROSS STREET GROUP, LLC	101: WEST CROSS DDA	56.30
11-11-40-183-004	ALSHALBY MAYSOUN	101: WEST CROSS DDA	48.63
11-11-40-183-005	517 W CROSS, LLC	101: WEST CROSS DDA	28.33
11-11-40-183-006	517 W. CROSS, LLC	101: WEST CROSS DDA	117.76
11-11-40-183-007	ROMAN MICHELLE	101: WEST CROSS DDA	264.98
11-11-40-183-008	ROMAN MICHELLE	101: WEST CROSS DDA	86.47
11-11-40-183-009	A.M.S. PROPERTIES OF MICH	101: WEST CROSS DDA	160.33
11-11-40-183-010	MANARA HOLDINGS LLC	101: WEST CROSS DDA	212.25
11-11-40-184-001	ANDREWS KARL L	101: WEST CROSS DDA	114.12
11-11-40-184-002	HAYS KENNETH & DIANE L	101: WEST CROSS DDA	130.95
11-11-40-184-003	KASHAM, NARIMAN	101: WEST CROSS DDA	86.83
11-11-40-184-005	CITY OF YPSILANTI	101: WEST CROSS DDA	0.00
11-11-40-184-016	ST JOHN CATHOLIC CHURCH	101: WEST CROSS DDA	0.00
11-11-40-184-017	409 W CROSS, LLC	101: WEST CROSS DDA	139.49
11-11-40-184-018	CITY PRINTING CO	101: WEST CROSS DDA	73.14
11-11-40-185-003	JOHNSON JAMES H & RYE MEL	101: WEST CROSS DDA	99.45
11-11-40-185-014	301 W CROSS, LLC	101: WEST CROSS DDA	102.01
11-11-40-185-015	MEHTA ENGINEERING LLC	101: WEST CROSS DDA	145.99
11-11-40-185-016	ELLER MICHAEL S & REBECCA	101: WEST CROSS DDA	60.30
11-11-40-185-017	HAYS KENNETH & DIANE	101: WEST CROSS DDA	93.59
11-11-40-186-012	KNIGHT ENTERPRISES, INC	101: WEST CROSS DDA	121.57
11-11-40-186-013	217 W. CROSS LLC	101: WEST CROSS DDA	319.93
11-11-40-186-014	320 N. ADAMS LLC	101: WEST CROSS DDA	83.66
11-11-40-187-001	CROSS STREET VILLAGE	101: WEST CROSS DDA	0.00
11-11-40-188-001	M.I. ANTIQUE FIRE EQUIPME	101: WEST CROSS DDA	173.13
11-11-40-188-002	M.I. ANTIQUE FIRE EQUIPME	101: WEST CROSS DDA	0.00
11-11-40-410-001	LAKE LARRY & MICHELE, TRU	101: WEST CROSS DDA	103.47
11-11-40-410-002	LAKE LARRY	101: WEST CROSS DDA	17.00
11-11-40-410-003	JANOWIAK FUNERAL HOME	101: WEST CROSS DDA	318.47
11-99-02-304-500	CITY PRINTING CO	101: WEST CROSS DDA	0.00
11-99-02-309-100	CROSS STREET BOOK SHOP	101: WEST CROSS DDA	0.00
11-99-02-906-000	JANOWIAK FUNERAL HOME	101: WEST CROSS DDA	22.30
11-99-03-200-060	LA FIESTA MEXICANA RESTAU	101: WEST CROSS DDA	6.03
11-99-03-400-501	NED'S BOOK STORE #107	101: WEST CROSS DDA	0.00
11-99-03-900-800	SCISSORS	101: WEST CROSS DDA	0.00
11-99-04-001-800	MOFEED CROSS STREET INC	101: WEST CROSS DDA	0.00
11-99-04-002-011	TOWER INN	101: WEST CROSS DDA	85.55
11-99-09-800-010	TATTED UP	101: WEST CROSS DDA	5.85
11-99-23-100-009	BARNES & BARNES APT RENTA	101: WEST CROSS DDA	1.82
11-99-23-100-015	MAGGIE'S ORGANIC	101: WEST CROSS DDA	0.00
11-99-24-600-500	EAGLES MARKET	101: WEST CROSS DDA	4.57
11-99-24-702-102	GOLDEN WALL/BAO HUA YANG	101: WEST CROSS DDA	0.00
11-99-25-185-003	THE UGLY MUG OF YPSILANTI	101: WEST CROSS DDA	0.00
11-99-26-011-020	JIMMY JOHNS	101: WEST CROSS DDA	73.12
11-99-26-600-030	DOUBLE EAGLE CONEY ISLAND	101: WEST CROSS DDA	0.00

06/11/2014
08:35 AM

SPECIAL ASSESSMENT ROLL

Page: 2/9
DB: Ypsil4

All Records
All Special Assessments
SUMMER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-99-27-120-305	SCREAMIN EAGLE PUB	101: WEST CROSS DDA	0.00
11-99-29-900-080	THOROUGHbred STYLES SALON	101: WEST CROSS DDA	2.37
11-11-39-102-009	COUYOUMJIAN, SARAH GRACE	102: DOWNTOWN DIST	109.14
11-11-39-102-010	BEAL PROPERTIES, LLC	102: DOWNTOWN DIST	83.36
11-11-39-102-011	BERRY CYRIL JR & CHRISTIN	102: DOWNTOWN DIST	105.90
11-11-39-102-012	JAVIL LLC	102: DOWNTOWN DIST	69.47
11-11-39-104-001	SPODEK, LEONARD J	102: DOWNTOWN DIST	384.21
11-11-39-125-001	TOWNE CENTER PLACE	102: DOWNTOWN DIST	0.00
11-11-39-125-002	WASHTENAW COUNTY	102: DOWNTOWN DIST	0.00
11-11-39-125-003	CITY OF YPSILANTI	102: DOWNTOWN DIST	0.00
11-11-39-125-004	CITY OF YPSILANTI	102: DOWNTOWN DIST	0.00
11-11-39-180-001	DEFOREST-LADD, INC.	102: DOWNTOWN DIST	185.19
11-11-39-180-002	DEFOREST-LADD, INC.	102: DOWNTOWN DIST	76.23
11-11-39-180-003	SOLVAK, ANNA	102: DOWNTOWN DIST	93.23
11-11-39-180-004	TYNER LAWRENCE & ELAYNE	102: DOWNTOWN DIST	142.76
11-11-39-180-005	TYNER LAWRENCE & ELAYNE	102: DOWNTOWN DIST	74.04
11-11-39-180-012	JENTZEN STEVEN M	102: DOWNTOWN DIST	154.30
11-11-39-181-001	SHELTON JOHN C.M.D.	102: DOWNTOWN DIST	158.50
11-11-39-181-002	MOORE-STARK FUNERAL SERV	102: DOWNTOWN DIST	77.69
11-11-39-181-003	MOORE-STARK FUNERAL SERV	102: DOWNTOWN DIST	421.76
11-11-39-181-011	GLOBAL THEOLOGICAL CONSUL	102: DOWNTOWN DIST	31.87
11-11-39-181-012	BRED COLIN	102: DOWNTOWN DIST	141.04
11-11-39-181-013	WOLKOFF, GAIL	102: DOWNTOWN DIST	79.70
11-11-39-182-002	ELM HOMES LLC	102: DOWNTOWN DIST	144.97
11-11-39-182-003	L & C MASON PROPERTIES LL	102: DOWNTOWN DIST	221.21
11-11-39-182-004	SOS CRISIS CENTER	102: DOWNTOWN DIST	0.00
11-11-39-182-012	GILBERT'S RESIDENCE	102: DOWNTOWN DIST	0.00
11-11-39-403-014	CHDDESTER 2005, LLC	102: DOWNTOWN DIST	0.00
11-11-40-464-040	SADEGHI, AZAR	102: DOWNTOWN DIST	76.08
11-11-40-464-041	SECORE JOSEPH	102: DOWNTOWN DIST	61.90
11-11-40-480-004	SCHMUCKAL RALPH P	102: DOWNTOWN DIST	113.94
11-99-03-600-175	PARISH HOUSE INN	102: DOWNTOWN DIST	0.00
11-99-09-400-900	DTE ELECTRIC COMPANY	102: DOWNTOWN DIST	419.75
11-99-09-805-695	HURON PODIATRY ASSOC	102: DOWNTOWN DIST	0.00
11-99-09-810-422	JENTZEN STEVEN M	102: DOWNTOWN DIST	1.82
11-99-09-850-100	MOORE-STARK FUNERAL SERV	102: DOWNTOWN DIST	0.00
11-99-09-850-906	SHELTON CRAIG, DPM	102: DOWNTOWN DIST	0.00
11-11-03-328-020	MECU-PLYMOUTH	103: DLQ WATER	521.84
11-11-04-482-002	SAUVE RICK B, TRUST	103: DLQ WATER	476.70
11-11-05-245-019	DUETSCHKE BANK NA AS TRUS	103: DLQ WATER	461.35
11-11-05-466-001	PHILLIPS ROBERTA	103: DLQ WATER	867.04
11-11-09-109-004	NEXT GENERATION LAND HOLD	103: DLQ WATER	281.09
11-11-09-190-005	HOOD LAWRENCE	103: DLQ WATER	644.36
11-11-09-191-009	ROYCE CONSELLOR	103: DLQ WATER	69.63
11-11-09-192-009	SQUARED AWAY PROPERTIES L	103: DLQ WATER	363.72
11-11-09-496-004	FOULKES ALLEN	103: DLQ WATER	981.51
11-11-10-235-020	BELLERS EDDIE	103: DLQ WATER	387.22
11-11-10-260-006	JP MORGAN CHASE BANK	103: DLQ WATER	302.76
11-11-10-267-002	KUZANA ENTERPRISES, LLC	103: DLQ WATER	461.60
11-11-37-101-012	JENKINS BEAMON	103: DLQ WATER	290.56
11-11-37-130-010	CJ WATSON ENTERPRISES	103: DLQ WATER	738.15
11-11-37-130-011	CAMERON, AHMAD R	103: DLQ WATER	268.36
11-11-37-130-024	HERMAN LANCE	103: DLQ WATER	187.11
11-11-37-153-002	JPMC SPECIALTY MORTGAGE L	103: DLQ WATER	318.09
11-11-37-203-004	JOHNSON, SALLY	103: DLQ WATER	239.55
11-11-37-203-009	MEADS SON W	103: DLQ WATER	421.91
11-11-39-130-015	LEWIS MICHAEL SR & FAYE	103: DLQ WATER	738.74
11-11-39-130-030	PAUL YUHAS	103: DLQ WATER	990.69
11-11-39-160-026	THOMPSON, EDWIN	103: DLQ WATER	267.51
11-11-39-165-001	MICHIGAN AVE INVESTMENTS	103: DLQ WATER	381.35
11-11-39-177-013	CUMMINS FREDERIC SEAN & E	103: DLQ WATER	242.45
11-11-39-285-005	JACOB REO REALTY LLC	103: DLQ WATER	185.48
11-11-39-411-004	MATHEWS-HOPKINS, BEVERLY-	103: DLQ WATER	282.04
11-11-39-411-005	STAROBINSKY ARTUR	103: DLQ WATER	498.15
11-11-39-415-028	DENNIS DEANNA L & DERRICK	103: DLQ WATER	294.59
11-11-39-430-019	FEDERAL NATIONAL MORTGAGE	103: DLQ WATER	460.15
11-11-39-465-027	WHISENANT FREIDA L	103: DLQ WATER	232.35
11-11-39-480-008	NICHOLSON ANNA S & ROBERT	103: DLQ WATER	502.64
11-11-40-105-028	FANNIE MAE	103: DLQ WATER	325.10
11-11-40-138-006	JOHNSTON, MARGARET	103: DLQ WATER	187.11
11-11-40-160-006	JENDER LAURA	103: DLQ WATER	426.59
11-11-40-401-014	DUPUIS LAWRENCE R	103: DLQ WATER	641.34
11-11-40-401-014	DUPUIS LAWRENCE R	103: DLQ WATER	637.90
11-11-40-401-014	DUPUIS LAWRENCE R	103: DLQ WATER	70.10
11-11-40-401-014	DUPUIS LAWRENCE R	103: DLQ WATER	70.10
11-11-40-432-022	IMRAN, YOUSIF	103: DLQ WATER	971.06
11-11-40-480-008	ASANI ABRAHAM & KEFSER	103: DLQ WATER	217.39
11-11-40-485-009	GREEN, ALLEN M	103: DLQ WATER	187.11
11-11-04-462-002	ONEY PROPERTIES LLC	104: DEPOT TOWN	274.04

06/11/2014
08:35 AM

SPECIAL ASSESSMENT ROLL
All Records
All Special Assessments
SUMMER SEASON

Page: 3/9
DB: Ypsil4

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-04-463-001	CROSS STREET DEPOT TOWN,	104: DEPOT TOWN	5.48
11-11-04-463-002	ALLIANCE REALTY PLC	104: DEPOT TOWN	10.06
11-11-04-463-003	ALLIANCE REALTY PLC	104: DEPOT TOWN	232.13
11-11-04-463-005	MCKEEVER, GARY-CAROLYN TR	104: DEPOT TOWN	126.72
11-11-04-463-006	FINE, BENITA-EDWIN	104: DEPOT TOWN	88.28
11-11-04-463-007	MCKEEVER GARY & CAROLYN,T	104: DEPOT TOWN	110.09
11-11-04-463-008	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-11-04-463-009	CROSS STREET DEPOT TOWN,	104: DEPOT TOWN	292.14
11-11-04-463-012	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-11-04-463-013	AUBSAN L.L.C.	104: DEPOT TOWN	460.70
11-11-04-465-007	DAHLMANN DENNIS A	104: DEPOT TOWN	153.02
11-11-04-465-008	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-11-04-495-023	THOMPSON BLOCK PARTNERS L	104: DEPOT TOWN	0.00
11-11-09-107-006	JOHPAT PROPERTY, LLC	104: DEPOT TOWN	239.67
11-11-09-107-016	YPSI AUTOMOTIVE HERITAGE	104: DEPOT TOWN	0.00
11-11-09-130-001	YPSILANTI MILL WORKS, LLC	104: DEPOT TOWN	301.61
11-11-09-130-002	H & W REAL PROPERTY L.L.C	104: DEPOT TOWN	221.03
11-11-09-130-003	SZUMKO, STEFAN	104: DEPOT TOWN	83.87
11-11-09-130-023	BERTRAM DESIGN, LLC	104: DEPOT TOWN	18.83
11-11-09-131-005	REID PHYLLIS & RICHARD	104: DEPOT TOWN	230.00
11-11-09-131-007	SANGSTER WALTER DANIEL &	104: DEPOT TOWN	85.21
11-11-09-131-008	FRENCH WOMAN, LLC	104: DEPOT TOWN	28.19
11-11-09-131-011	RICHIE REX & SALLY	104: DEPOT TOWN	286.00
11-11-09-131-017	ROBINE, RICHARD-SHARON TR	104: DEPOT TOWN	57.45
11-11-09-131-018	BARRON NORMAN T & PATRICI	104: DEPOT TOWN	242.58
11-11-09-131-019	CITY BODY SHOP	104: DEPOT TOWN	657.53
11-11-09-131-021	REID PHYLLIS M	104: DEPOT TOWN	18.95
11-11-09-131-022	FRENCH LINDA, TRUST	104: DEPOT TOWN	18.95
11-11-09-131-036	DEPOT TOWN ENTERPRISES, I	104: DEPOT TOWN	23.40
11-11-09-131-037	DEPOT TOWN ENTERPRISES	104: DEPOT TOWN	175.71
11-11-09-131-038	DEPOT TOWN ENTERPRISES	104: DEPOT TOWN	209.03
11-11-09-131-040	BULLARD MARK	104: DEPOT TOWN	44.57
11-11-09-131-041	BULLARD MARK	104: DEPOT TOWN	43.46
11-11-40-105-001	PAPPAS JOHN N	104: DEPOT TOWN	90.10
11-11-40-401-024	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-11-40-401-025	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-11-40-401-029	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-11-40-401-030	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-11-40-401-032	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-99-01-537-439	WELLS FARGO FINANCIAL LEA	104: DEPOT TOWN	0.00
11-99-12-102-601	APPLE ANNIE'S & JIM MACDO	104: DEPOT TOWN	0.36
11-99-12-102-900	AUBREE'S & STICKS	104: DEPOT TOWN	26.87
11-99-12-300-000	CADY'S GRILL & BAR	104: DEPOT TOWN	0.00
11-99-12-303-198	CHEEKY MONKEY BEARS & GIF	104: DEPOT TOWN	0.00
11-99-12-304-300	CITY BODY SHOP	104: DEPOT TOWN	0.00
11-99-12-402-197	DTE ELECTRIC COMPANY	104: DEPOT TOWN	62.70
11-99-12-810-501	PAULA'S BARBER SHOP	104: DEPOT TOWN	6.21
11-99-12-905-100	MACMULLAN ARCT	104: DEPOT TOWN	0.00
11-99-12-905-367	DTE GAS COMPANY	104: DEPOT TOWN	76.41
11-99-12-905-368	MICHIGAN CONSOLIDATED GAS	104: DEPOT TOWN	10.60
11-99-12-905-500	OLDE TOWNE COIN & GOLD	104: DEPOT TOWN	0.00
11-99-12-907-100	PAPPAS ART FOUNDRY	104: DEPOT TOWN	15.72
11-99-12-921-000	QUINNS ESSENTIALS	104: DEPOT TOWN	0.00
11-99-12-930-300	SIDETRACK/FRENCHIES	104: DEPOT TOWN	0.00
11-99-12-930-375	HARRINGTON'S STANDARD PRI	104: DEPOT TOWN	285.19
11-99-12-950-222	YPSILANTI FOOD CO-OP	104: DEPOT TOWN	114.99
11-99-21-600-666	ENCHANTED FLORIST INC.	104: DEPOT TOWN	1.27
11-99-22-005-005	CREATION STATION	104: DEPOT TOWN	0.73
11-99-23-000-017	THE HAIR STATION	104: DEPOT TOWN	1.09
11-99-24-900-199	BIRD BRAIN INC	104: DEPOT TOWN	0.00
11-99-25-250-275	SALT CITY ANTIQUES	104: DEPOT TOWN	0.00
11-99-25-502-300	NELSON AMOS STUDIO	104: DEPOT TOWN	0.00
11-99-25-700-030	SPA BURJON	104: DEPOT TOWN	0.00
11-99-26-200-090	CAFE LUWAK	104: DEPOT TOWN	0.00
11-99-27-100-700	EMU-AAUP	104: DEPOT TOWN	0.00
11-99-29-012-070	WOLVERINE LAW	104: DEPOT TOWN	0.00
11-99-29-012-160	DEPOT TOWN ASSOC	104: DEPOT TOWN	0.00
11-99-29-012-320	FANTASY ATTIC COSTUMES	104: DEPOT TOWN	12.98
11-99-30-012-030	WINDING ROAD MAGAZINE	104: DEPOT TOWN	0.00
11-99-30-200-020	DEPOT TOWN TATTOO PARLOUR	104: DEPOT TOWN	1.27
11-99-33-012-009	DEPOT TOWN DISPENSARY	104: DEPOT TOWN	5.11
11-99-33-012-011	CAFE OLLIE	104: DEPOT TOWN	10.05
11-99-33-012-012	MASSAGE MECHANICS	104: DEPOT TOWN	5.48
11-99-29-400-090	CLOVER COMPUTERS	104: DEPOT TOWN	5.48
11-99-33-012-044	SCHULTZ OUTFITTERS	104: DEPOT TOWN	0.00
11-99-33-012-045	ONE LOVE CULTURE SHOP	104: DEPOT TOWN	0.91
11-11-05-363-002	LYSTER DIANE V, TRUST	109: TRASH	150.00
11-11-39-145-043	SAVOY, LAWRENCE-MARLY	109: TRASH	1,950.00
11-11-39-402-007	ANGSTROM CAPITAL HOLDINGS	109: TRASH	150.00

06/11/2014
08:35 AM

SPECIAL ASSESSMENT ROLL

Page: 4/9
DB: Ypsi14

All Records
All Special Assessments
SUMMER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-39-440-011	BABALAO INVESTORS LLC	109: TRASH	350.00
11-11-10-260-006	JP MORGAN CHASE BANK	110: WEEDS	165.00
11-11-10-356-022	VONGRATSAMY, THONGSAMOUT	110: WEEDS	165.00
11-11-37-129-004	POOL, JASON D-TEENA R	110: WEEDS	165.00
11-11-37-151-001	JACOB REO REALTY LLC	110: WEEDS	165.00
11-11-37-151-011	LEE KEITH	110: WEEDS	165.00
11-11-37-156-003	CHAPTER 13 STANDING TRUST	110: WEEDS	165.00
11-11-39-160-013	VMI MANAGEMENT SERVICES.	110: WEEDS	165.00
11-11-39-167-020	YPSI GATEWAY COMM/ECONOMI	110: WEEDS	165.00
11-11-39-301-014	CLAY EMERSON	110: WEEDS	165.00
11-11-39-440-032	NEW CITY FINANCIAL, LLC	110: WEEDS	165.00
11-11-39-440-035	BROWN-JORDAN, SHARON-GERA	110: WEEDS	165.00
11-11-39-483-004	BATES EVA RENEE	110: WEEDS	165.00
11-11-40-432-022	IMRAN, YOUSIF	110: WEEDS	165.00
11-11-40-462-009	WEI, MING KE-AIMENG	110: WEEDS	165.00
11-11-09-155-008	WONG JOSHUA G	111: WATER STREET	104.01
11-11-09-155-009	CERDA MONTY & KATHLEEN	111: WATER STREET	90.53
11-11-09-155-010	FISCHER HONDA	111: WATER STREET	25.22
11-11-09-155-011	FISCHER HONDA	111: WATER STREET	20.11
11-11-09-155-012	FISCHER HONDA	111: WATER STREET	20.11
11-11-09-155-017	FISCHER HONDA	111: WATER STREET	525.97
11-11-09-155-019	APRIL RESTAURANTS, LLC	111: WATER STREET	547.54
11-99-09-910-601	SUBURBAN PONTIAC CADILLAC	111: WATER STREET	84.82
11-99-27-820-100	KENTUCKY FRIED CHICKEN	111: WATER STREET	82.81
11-11-03-330-019	WINTERS WILLIAM DOUGLAS	112: RENTAL INSPEC	55.00
11-11-03-330-019	WINTERS WILLIAM DOUGLAS	112: RENTAL INSPEC	55.00
11-11-04-411-019	EL-SAFY KHALED	112: RENTAL INSPEC	65.00
11-11-04-426-005	DWYER BRIGHID M	112: RENTAL INSPEC	55.00
11-11-05-351-010	KILLEN RONALD	112: RENTAL INSPEC	55.00
11-11-05-351-010	KILLEN RONALD	112: RENTAL INSPEC	55.00
11-11-05-351-010	KILLEN RONALD	112: RENTAL INSPEC	55.00
11-11-05-351-010	KILLEN RONALD	112: RENTAL INSPEC	55.00
11-11-05-382-006	WHEELER, FRES DOUGLAS	112: RENTAL INSPEC	75.00
11-11-05-466-003	KASHAM HEYMAN	112: RENTAL INSPEC	55.00
11-11-06-450-119	WEAVER TAMARA	112: RENTAL INSPEC	55.00
11-11-06-450-119	WEAVER TAMARA	112: RENTAL INSPEC	55.00
11-11-06-450-119	WEAVER TAMARA	112: RENTAL INSPEC	75.00
11-11-09-130-018	GRAND PORTAGE, LLC	112: RENTAL INSPEC	65.00
11-11-09-130-018	GRAND PORTAGE, LLC	112: RENTAL INSPEC	55.00
11-11-09-405-002	MICHIGAN AVENUE LLC	112: RENTAL INSPEC	55.00
11-11-09-405-003	MICHIGAN AVENUE LLC	112: RENTAL INSPEC	55.00
11-11-09-496-004	FOULKES ALLEN	112: RENTAL INSPEC	55.00
11-11-10-335-008	HIJAZI ROZAN	112: RENTAL INSPEC	126.00
11-11-10-335-008	HIJAZI ROZAN	112: RENTAL INSPEC	165.00
11-11-10-356-004	HANCHETT-ZARKOWSKI, DOUGL	112: RENTAL INSPEC	55.00
11-11-10-356-009	GRAND PORTAGE LLC	112: RENTAL INSPEC	130.00
11-11-10-356-009	GRAND PORTAGE LLC	112: RENTAL INSPEC	55.00
11-11-10-356-011	C&L OHANNA ENTERPRISES LL	112: RENTAL INSPEC	55.00
11-11-10-356-011	C&L OHANNA ENTERPRISES LL	112: RENTAL INSPEC	55.00
11-11-10-360-021	MURRAY MINNIE	112: RENTAL INSPEC	75.00
11-11-10-360-021	MURRAY MINNIE	112: RENTAL INSPEC	55.00
11-11-37-131-020	RTESIAN LLC	112: RENTAL INSPEC	75.00
11-11-37-131-020	RTESIAN LLC	112: RENTAL INSPEC	55.00
11-11-39-125-022	CARTER HAROLD	112: RENTAL INSPEC	75.00
11-11-39-125-022	CARTER HAROLD	112: RENTAL INSPEC	55.00
11-11-39-125-022	CARTER HAROLD	112: RENTAL INSPEC	55.00
11-11-39-125-022	CARTER HAROLD	112: RENTAL INSPEC	55.00
11-11-39-125-029	READING ROAD TRUST COMPAN	112: RENTAL INSPEC	65.00
11-11-39-125-029	READING ROAD TRUST COMPAN	112: RENTAL INSPEC	55.00
11-11-39-130-030	PAUL YUHAS	112: RENTAL INSPEC	55.00
11-11-39-130-038	ODUM & ASSOCIATES LLC	112: RENTAL INSPEC	55.00
11-11-39-130-038	ODUM & ASSOCIATES LLC	112: RENTAL INSPEC	65.00
11-11-39-130-038	ODUM & ASSOCIATES LLC	112: RENTAL INSPEC	55.00
11-11-39-130-039	ODUM & ASSOCIATES LLC	112: RENTAL INSPEC	65.00
11-11-39-160-039	MITCHELL THOMAS	112: RENTAL INSPEC	55.00
11-11-39-160-039	MITCHELL THOMAS	112: RENTAL INSPEC	55.00
11-11-39-175-016	NUNN, LAMONTE	112: RENTAL INSPEC	55.00
11-11-39-177-013	CUMMINS FREDERIC SEAN & E	112: RENTAL INSPEC	55.00
11-11-39-177-013	CUMMINS FREDERIC SEAN & E	112: RENTAL INSPEC	55.00
11-11-39-177-013	CUMMINS FREDERIC SEAN & E	112: RENTAL INSPEC	55.00
11-11-39-181-009	118 S HURON, LLC	112: RENTAL INSPEC	110.00
11-11-39-181-009	118 S HURON, LLC	112: RENTAL INSPEC	110.00
11-11-39-285-005	JACOB REO REALTY LLC	112: RENTAL INSPEC	55.00
11-11-39-285-011	NUN MAINTENANCE LLC	112: RENTAL INSPEC	65.00
11-11-39-285-011	NUN MAINTENANCE LLC	112: RENTAL INSPEC	55.00
11-11-39-412-007	YPSI ASSOC OF WOMEN'S CLU	112: RENTAL INSPEC	55.00
11-11-39-415-029	VJNOD, ROVIN	112: RENTAL INSPEC	110.00
11-11-39-425-003	RTESIAN LLC	112: RENTAL INSPEC	75.00
11-11-39-425-003	RTESIAN LLC	112: RENTAL INSPEC	55.00

All Records
All Special Assessments
SUMMER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-39-426-031	CARTER RHODA M	112: RENTAL INSPEC	65.00
11-11-39-432-004	CUNEGIN STELLA	112: RENTAL INSPEC	65.00
11-11-39-432-004	CUNEGIN STELLA	112: RENTAL INSPEC	55.00
11-11-39-432-004	CUNEGIN STELLA	112: RENTAL INSPEC	55.00
11-11-39-465-030	CANDASH HOMES LLC	112: RENTAL INSPEC	55.00
11-11-39-465-030	CANDASH HOMES LLC	112: RENTAL INSPEC	55.00
11-11-40-108-016	FARRELL, ERIC P	112: RENTAL INSPEC	110.00
11-11-40-164-016	MENDEL JONATHAN M	112: RENTAL INSPEC	110.00
11-11-40-164-016	MENDEL JONATHAN M	112: RENTAL INSPEC	110.00
11-11-40-164-016	MENDEL JONATHAN M	112: RENTAL INSPEC	110.00
11-11-40-164-016	MENDEL JONATHAN M	112: RENTAL INSPEC	110.00
11-11-40-181-003	HOOVER STEVEN R & ANNE G	112: RENTAL INSPEC	110.00
11-11-40-183-008	ROMAN MICHELLE	112: RENTAL INSPEC	55.00
11-11-40-189-010	POWELL LYNWOOD D & CHALK	112: RENTAL INSPEC	55.00
11-11-40-189-010	POWELL LYNWOOD D & CHALK	112: RENTAL INSPEC	55.00
11-11-40-189-010	POWELL LYNWOOD D & CHALK	112: RENTAL INSPEC	55.00
11-11-40-205-005	THRASHER, DAVID E	112: RENTAL INSPEC	55.00
11-11-40-430-028	CARPENTER, ROBERT	112: RENTAL INSPEC	65.00
11-11-40-430-028	CARPENTER, ROBERT	112: RENTAL INSPEC	55.00
11-11-40-430-028	CARPENTER, ROBERT	112: RENTAL INSPEC	55.00
11-11-40-430-032	GREENLEE, IAN	112: RENTAL INSPEC	110.00
11-11-40-430-032	GREENLEE, IAN	112: RENTAL INSPEC	110.00
11-11-40-462-003	MICHAEL, BELINDA	112: RENTAL INSPEC	110.00
11-11-40-463-023	PETSCHER JOE V	112: RENTAL INSPEC	75.00
11-11-40-464-016	STAROBINSKY, ARTUR	112: RENTAL INSPEC	110.00
11-11-40-464-016	STAROBINSKY, ARTUR	112: RENTAL INSPEC	55.00
11-11-40-464-016	STAROBINSKY, ARTUR	112: RENTAL INSPEC	55.00
11-11-40-480-015	ZEORT AHMAD AND KHADIJE	112: RENTAL INSPEC	55.00
11-11-40-487-001	FANNIE MAE	112: RENTAL INSPEC	220.00
11-11-40-487-001	FANNIE MAE	112: RENTAL INSPEC	220.00
11-11-40-489-001	GO DOWNTOWN, LLC	112: RENTAL INSPEC	168.00
11-11-39-101-001	BREED HEDGER C & COLIN A	115: 83 MICH AVE OPER	102.11
11-11-39-101-002	103 W MICHIGAN AVE, LLC	115: 83 MICH AVE OPER	90.32
11-11-39-101-003	KUHNS JEFFREY R & BALOGH	115: 83 MICH AVE OPER	94.70
11-11-39-101-004	CAMPBELL JAMES A, TRUST	115: 83 MICH AVE OPER	81.19
11-11-39-101-005	PUFFER RED'S, INC	115: 83 MICH AVE OPER	50.82
11-11-39-101-006	WILLIAMS ERIC & TANDRA	115: 83 MICH AVE OPER	65.44
11-11-39-101-007	WILLIAMS ERIC & TANDRA	115: 83 MICH AVE OPER	135.82
11-11-39-101-008	FRENCH MICHIGAN , LLC	115: 83 MICH AVE OPER	105.85
11-11-39-101-009	BATTERS UP, LLC	115: 83 MICH AVE OPER	190.31
11-11-39-101-010	WILLOUGHBY BROS LLC	115: 83 MICH AVE OPER	100.01
11-11-39-101-011	MIXED 15 MI 3 BRANCH HOLD	115: 83 MICH AVE OPER	160.29
11-11-39-101-014	LAWRENCE JOSEPH D	115: 83 MICH AVE OPER	59.41
11-11-39-101-015	LAWRENCE JOSEPH D	115: 83 MICH AVE OPER	61.79
11-11-39-101-016	DEFOREST-LADD, INC	115: 83 MICH AVE OPER	132.62
11-11-39-101-017	PATE JAMES	115: 83 MICH AVE OPER	282.23
11-11-39-101-018	CITY OF YPSILANTI	115: 83 MICH AVE OPER	0.00
11-11-39-101-019	HERITAGE APPRAISAL SERVIC	115: 83 MICH AVE OPER	160.33
11-11-39-101-020	MICHIGAN HERITAGE, LLC	115: 83 MICH AVE OPER	282.45
11-11-39-102-001	BRICKLEY PROPERTIES, LLC	115: 83 MICH AVE OPER	197.81
11-11-39-102-002	ROUMANIS ANASTASIA, TRUST	115: 83 MICH AVE OPER	171.95
11-11-39-102-003	COOL HOLDINGS, LLC	115: 83 MICH AVE OPER	184.83
11-11-39-102-006	RUMFORD PROPERTIES, LLC	115: 83 MICH AVE OPER	167.46
11-11-39-102-007	YPSILANTI DISTRICT LIBRAR	115: 83 MICH AVE OPER	0.00
11-11-39-102-013	ALQUOSH, LLC	115: 83 MICH AVE OPER	156.85
11-11-39-102-014	CHARTER ONE BANK FSB	115: 83 MICH AVE OPER	33.28
11-11-39-102-015	THE THRIFT SHOP ASSOCIATI	115: 83 MICH AVE OPER	0.00
11-11-39-102-016	BIRDSCOLORS LLC	115: 83 MICH AVE OPER	31.26
11-11-39-102-017	BIRDSCOLORS LLC	115: 83 MICH AVE OPER	51.00
11-11-39-102-018	MACK & MACK BUILDING, LLC	115: 83 MICH AVE OPER	82.08
11-11-39-102-019	MORRISSEY MICHAEL	115: 83 MICH AVE OPER	63.43
11-11-39-102-020	BARNES & BARNES PROPERTIE	115: 83 MICH AVE OPER	102.37
11-11-39-182-005	TRI COUNTY INVESTMENTS, L	115: 83 MICH AVE OPER	92.14
11-11-39-182-006	YPSILANTI BUILDING, LLC	115: 83 MICH AVE OPER	100.36
11-11-39-182-007	PRIME TIME REAL ESTATE LL	115: 83 MICH AVE OPER	173.67
11-11-39-182-008	FLETCHER, PETER B TRUSTEE	115: 83 MICH AVE OPER	112.25
11-11-39-182-009	CITY OF YPSILANTI	115: 83 MICH AVE OPER	0.00
11-11-39-182-010	WANG JIN HUA & LIU CUIQIN	115: 83 MICH AVE OPER	65.99
11-11-39-182-011	PHOENIX 11, LLC	115: 83 MICH AVE OPER	461.43
11-11-40-401-001	LOWE REYNOLD & JUDITH A	115: 83 MICH AVE OPER	181.02
11-11-40-401-002	MJM LLC	115: 83 MICH AVE OPER	118.10
11-11-40-401-003	810 W MICHIGAN, LLC	115: 83 MICH AVE OPER	146.98
11-11-40-401-004	810 W MICHIGAN, LLC	115: 83 MICH AVE OPER	15.90
11-11-40-401-005	PAPPAS VASILIKI & MARIA	115: 83 MICH AVE OPER	15.56
11-11-40-401-006	WALTERS ERIC & LISA	115: 83 MICH AVE OPER	108.04
11-11-40-401-007	KABAT GLAZE, REAL ESTATE	115: 83 MICH AVE OPER	192.92
11-11-40-401-008	BRYANT WAYNE J, TRUST	115: 83 MICH AVE OPER	153.20
11-11-40-401-009	PAPPAS PETE	115: 83 MICH AVE OPER	113.34
11-11-40-401-010	FABROS CHARLES A	115: 83 MICH AVE OPER	144.61

06/11/2014
08:35 AM

SPECIAL ASSESSMENT ROLL

Page: 6/9
DB: Ypsi14

All Records
All Special Assessments
SUMMER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-40-401-011	PAPPAS VASILIKI & MARIA	115: 83 MICH AVE OPER	92.12
11-11-40-401-012	PAPPAS BESSIE	115: 83 MICH AVE OPER	113.71
11-11-40-401-013	32-42 N HURON, LLC/LAWREN	115: 83 MICH AVE OPER	270.93
11-11-40-401-014	DUPUIS LAWRENCE R	115: 83 MICH AVE OPER	155.51
11-11-40-401-015	VINCENT MICHAEL J & PAMEL	115: 83 MICH AVE OPER	43.14
11-11-40-401-017	CITY OF YPSILANTI	115: 83 MICH AVE OPER	0.00
11-11-40-401-019	PENET EDWARD & BONITA	115: 83 MICH AVE OPER	118.45
11-11-40-401-031	CITY OF YPSILANTI DDA	115: 83 MICH AVE OPER	0.00
11-11-40-401-034	DTE ELECTRIC COMPANY	115: 83 MICH AVE OPER	206.91
11-11-40-401-035	DTE ELECTRIC COMPANY	115: 83 MICH AVE OPER	57.58
11-11-40-481-019	EASTERN MICHIGAN UNIVERSI	115: 83 MICH AVE OPER	0.00
11-11-40-483-004	EASTERN MICHIGAN UNIVERSI	115: 83 MICH AVE OPER	0.00
11-11-40-483-005	CITY OF YPSILANTI	115: 83 MICH AVE OPER	0.00
11-11-40-483-006	FABROS JULIE	115: 83 MICH AVE OPER	124.58
11-11-40-483-007	ANN ARBOR TRANSPORTATION	115: 83 MICH AVE OPER	0.00
11-11-40-483-008	CITY OF YPSILANTI	115: 83 MICH AVE OPER	0.00
11-11-40-483-011	COTTON, GLENN MD PLC	115: 83 MICH AVE OPER	29.43
11-11-40-483-012	BALOGH NANCY A & KUHN J	115: 83 MICH AVE OPER	51.45
11-11-40-483-017	EASTERN MICHIGAN UNIVERSI	115: 83 MICH AVE OPER	0.00
11-11-40-483-018	MASCHARKA RANDALL J	115: 83 MICH AVE OPER	30.83
11-11-40-483-019	ANN ARBOR TRANSPORTATION	115: 83 MICH AVE OPER	0.00
11-11-40-484-001	MIC LIMITED	115: 83 MICH AVE OPER	369.47
11-11-40-484-002	HAYS KENNETH & DIANE	115: 83 MICH AVE OPER	223.77
11-11-40-484-003	CHRIST TEMPLE APOSTOLIC	115: 83 MICH AVE OPER	62.15
11-11-40-484-004	SHIN BANG H	115: 83 MICH AVE OPER	112.43
11-11-40-484-005	CITY OF YPSILANTI	115: 83 MICH AVE OPER	0.00
11-11-40-484-006	PATE JAMES B	115: 83 MICH AVE OPER	63.98
11-11-40-484-007	BATIANIS GREGORY	115: 83 MICH AVE OPER	141.31
11-11-40-484-008	BATIANIS GREGORY	115: 83 MICH AVE OPER	99.55
11-11-40-484-009	BATIANIS GREGORY	115: 83 MICH AVE OPER	103.69
11-11-40-484-010	STAHOLD CORPORATION, INC	115: 83 MICH AVE OPER	175.67
11-11-40-484-011	BLACKHAWK INVEST GROUP	115: 83 MICH AVE OPER	524.57
11-11-40-484-012	STAHOLD CORPORATION, INC	115: 83 MICH AVE OPER	120.14
11-11-40-484-013	FREEMAN WARD D & RAMSEY J	115: 83 MICH AVE OPER	192.32
11-11-40-484-018	MICB-AACB RE HOLDINGS 111	115: 83 MICH AVE OPER	155.94
11-11-40-484-021	HAMILTON DAVID	115: 83 MICH AVE OPER	162.52
11-11-40-484-022	MICB-AACB RE HOLDINGS 111	115: 83 MICH AVE OPER	453.94
11-11-40-484-023	MAURER WML LLC	115: 83 MICH AVE OPER	671.86
11-11-40-485-004	AMANDA RECKONWITH, LLC	115: 83 MICH AVE OPER	121.97
11-11-40-485-006	DJM LAND CO, LLC	115: 83 MICH AVE OPER	140.60
11-11-40-485-007	PRIMA VERY ITALIANA, LLC	115: 83 MICH AVE OPER	147.71
11-11-40-485-008	PETRU GHEORGHE	115: 83 MICH AVE OPER	101.64
11-11-40-485-009	GREEN, ALLEN M	115: 83 MICH AVE OPER	84.46
11-11-40-485-010	MAURER APARTMENTS, LLC	115: 83 MICH AVE OPER	123.63
11-11-40-485-011	MAURER APARTMENTS, LLC	115: 83 MICH AVE OPER	133.17
11-11-40-485-012	LAWRENCE JOSEPH D	115: 83 MICH AVE OPER	74.68
11-11-40-485-016	ELLIS RALPH & BAAS VALERI	115: 83 MICH AVE OPER	114.18
11-11-40-485-017	ELLIS RALPH & BAAS VALARI	115: 83 MICH AVE OPER	82.52
11-11-40-485-018	SPECTRA SCAPE, LLC	115: 83 MICH AVE OPER	98.53
11-11-40-485-019	112 W MICHIGAN AVE, LLC	115: 83 MICH AVE OPER	88.66
11-11-40-485-020	LITA HOLDINGS, LLC	115: 83 MICH AVE OPER	70.38
11-11-40-485-021	LEE SANG WOONG & KYUNG SO	115: 83 MICH AVE OPER	108.77
11-11-40-485-022	WINTERS WM DOUGLAS	115: 83 MICH AVE OPER	92.68
11-11-40-485-023	WINTERS WM DOUGLAS	115: 83 MICH AVE OPER	164.17
11-11-40-485-024	LE HOANH VAN & BUI LANG T	115: 83 MICH AVE OPER	130.16
11-11-40-485-025	LE HOANH VAN & BUI LANG T	115: 83 MICH AVE OPER	145.70
11-11-40-485-026	CITY OF YPSILANTI	115: 83 MICH AVE OPER	0.00
11-11-40-485-029	YOUNG ADULT'S HEALTH CENT	115: 83 MICH AVE OPER	0.00
11-11-40-485-030	OWEN DOUGLAS INVESTMENTS,	115: 83 MICH AVE OPER	266.71
11-11-40-485-031	BARR INVESTMENTS, LLC	115: 83 MICH AVE OPER	105.12
11-11-40-485-032	CONGDON'S ACE HARDWARE	115: 83 MICH AVE OPER	119.62
11-11-40-485-033	ROWLEY BRADLEY & JENNIFER	115: 83 MICH AVE OPER	104.57
11-11-40-485-034	BREED COLIN	115: 83 MICH AVE OPER	77.26
11-11-40-485-035	E & B CORPORATION, INC	115: 83 MICH AVE OPER	136.01
11-11-40-485-036	DJM LAND CO, LLC	115: 83 MICH AVE OPER	131.80
11-11-40-485-037	MAXTON USA LIMITED	115: 83 MICH AVE OPER	40.30
11-11-40-485-039	YOUNG ADULTS HEALTH CENTE	115: 83 MICH AVE OPER	0.00
11-11-40-485-041	MELLENBAMP BUILDING LLC	115: 83 MICH AVE OPER	58.13
11-11-40-486-002	MAURER ERIC, KAREN & WALTE	115: 83 MICH AVE OPER	145.70
11-11-40-486-003	MAURER ERIC V & KAREN	115: 83 MICH AVE OPER	165.97
11-11-40-486-004	MAURER WALTER, ERIC & KARE	115: 83 MICH AVE OPER	119.01
11-11-40-486-007	CENTENNIAL PLAZA. LLC	115: 83 MICH AVE OPER	36.19
11-11-40-486-009	LAAKKO KENNETH W & DEBORA	115: 83 MICH AVE OPER	94.33
11-11-40-486-010	MAXTON GARE & CHRISTINE	115: 83 MICH AVE OPER	64.21
11-11-40-486-024	ST JOSEPH MERCY HEALTH SY	115: 83 MICH AVE OPER	56.93
11-11-40-486-025	ST JOSEPH MERCY HEALTH SY	115: 83 MICH AVE OPER	29.02
11-11-40-486-027	ST JOSEPH MERCY HEALTH SY	115: 83 MICH AVE OPER	0.00
11-11-40-486-028	ST JOSEPH MERCY HEALTH SY	115: 83 MICH AVE OPER	42.42
11-11-40-486-029	POTTS-MARTIN, JAMES C-KEN	115: 83 MICH AVE OPER	93.23

06/11/2014
08:35 AM

SPECIAL ASSESSMENT ROLL

Page: 7/9
DB: Ypsi14

All Records
All Special Assessments
SUMMER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-40-486-030	CENTENNIAL PLAZA, LLC	115: 83 MICH AVE OPER	644.72
11-11-40-487-004	BREDELL, JOHN H-LYNN M TR	115: 83 MICH AVE OPER	127.48
11-11-40-489-001	GO DOWNTOWN, LLC	115: 83 MICH AVE OPER	365.64
11-11-40-489-002	FOTIADIS WML LLC	115: 83 MICH AVE OPER	327.61
11-11-40-490-001	DANSEN, LLC	115: 83 MICH AVE OPER	214.16
11-11-40-490-002	DANSEN, LLC	115: 83 MICH AVE OPER	214.16
11-99-01-101-103	ALLSTATE INSURANCE COMPAN	115: 83 MICH AVE OPER	0.00
11-99-01-401-016	ITC TRANSMISSION	115: 83 MICH AVE OPER	8.59
11-99-01-430-004	MCKESSON PHARMACY SYSTEMS	115: 83 MICH AVE OPER	0.00
11-99-01-900-105	ICEE CO	115: 83 MICH AVE OPER	0.00
11-99-01-900-800	INTERNATIONAL AMUSEMENT L	115: 83 MICH AVE OPER	19.19
11-99-01-903-023	UNIFIED MERCHANT SERVICES	115: 83 MICH AVE OPER	0.00
11-99-02-101-103	THE AMORI AGENCY	115: 83 MICH AVE OPER	0.00
11-99-02-205-901	BREDELL & BREDELL	115: 83 MICH AVE OPER	0.00
11-99-02-400-150	DALAT RESTAURANT INC.	115: 83 MICH AVE OPER	45.70
11-99-08-021-013	POPULIST CLEANING CO	115: 83 MICH AVE OPER	0.00
11-99-08-102-900	ANGEL FOOD CATERING, INC	115: 83 MICH AVE OPER	0.00
11-99-08-200-897	BARR, ANHUT & ASSOCIATES,	115: 83 MICH AVE OPER	12.79
11-99-08-201-901	BILL SHAKWANA INC	115: 83 MICH AVE OPER	0.00
11-99-08-205-880	BREAK AWAY TRAVEL	115: 83 MICH AVE OPER	0.00
11-99-08-307-101	A. R. CONGDONS & SON	115: 83 MICH AVE OPER	0.00
11-99-08-308-900	CREDIT BUREAU OF YPSILANT	115: 83 MICH AVE OPER	0.00
11-99-08-400-600	DEJA VU	115: 83 MICH AVE OPER	289.40
11-99-08-401-101	DTE ELECTRIC COMPANY	115: 83 MICH AVE OPER	149.91
11-99-08-600-150	FAST EDDIES MUSIC	115: 83 MICH AVE OPER	0.18
11-99-08-602-301	FORTNEY EYECARE ASSOCIATE	115: 83 MICH AVE OPER	0.00
11-99-08-602-305	FREEMAN & BUNTING INC	115: 83 MICH AVE OPER	7.49
11-99-08-602-315	FRANKS DRUGS	115: 83 MICH AVE OPER	0.00
11-99-08-750-200	GREEN FINANCIAL GROUP	115: 83 MICH AVE OPER	0.00
11-99-08-800-300	HAAB BROS RESTAURANT	115: 83 MICH AVE OPER	0.00
11-99-08-800-400	H & B BOOKKEEPING & TAX S	115: 83 MICH AVE OPER	0.00
11-99-08-902-100	JACKSON CLEANERS INC.	115: 83 MICH AVE OPER	8.77
11-99-08-918-167	MAXTON LIMITED	115: 83 MICH AVE OPER	0.00
11-99-08-918-790	MATERIALS UNLIMITED	115: 83 MICH AVE OPER	44.60
11-99-08-920-165	MCLAIN & WINTERS	115: 83 MICH AVE OPER	0.00
11-99-08-926-200	DTE GAS COMPANY	115: 83 MICH AVE OPER	25.22
11-99-08-930-185	MULLINS RAYMOND ATTORNEY	115: 83 MICH AVE OPER	0.00
11-99-08-941-002	QUEEN AICHA HAIR BRAIDING	115: 83 MICH AVE OPER	0.00
11-99-08-945-200	RAPID SHOE FIX	115: 83 MICH AVE OPER	0.54
11-99-08-946-245	PUFFER RED'S	115: 83 MICH AVE OPER	36.56
11-99-08-962-002	SWEET SHOPPE	115: 83 MICH AVE OPER	0.00
11-99-08-966-100	TC'S SPEAK EASY	115: 83 MICH AVE OPER	0.00
11-99-08-967-270	TAP ROOM	115: 83 MICH AVE OPER	0.00
11-99-08-975-100	VILLAGE MART/MIKES PARTY	115: 83 MICH AVE OPER	0.00
11-99-08-975-802	VONSWHARZ ASSOCIATES	115: 83 MICH AVE OPER	15.90
11-99-08-978-700	WOLVERINE GRILL	115: 83 MICH AVE OPER	0.00
11-99-09-100-030	YPSILANTI CYCLE, LLC	115: 83 MICH AVE OPER	3.29
11-99-09-550-199	ENCORE ASSOCIATES, INC	115: 83 MICH AVE OPER	0.00
11-99-09-974-007	VISITORS & CONVENTION BUR	115: 83 MICH AVE OPER	0.00
11-99-21-100-025	HIDDEN DRAGON	115: 83 MICH AVE OPER	11.51
11-99-22-000-029	INTERIOR DESIGN CRAFTERS	115: 83 MICH AVE OPER	0.00
11-99-22-000-030	CORNER HEALTH CENTER	115: 83 MICH AVE OPER	0.00
11-99-22-000-041	WORLD OF ROCKS	115: 83 MICH AVE OPER	0.00
11-99-22-000-078	ILLUMINART	115: 83 MICH AVE OPER	0.00
11-99-22-005-105	FIRST PENTECOSTAL	115: 83 MICH AVE OPER	0.00
11-99-22-005-378	ELIZABETH WARREN, P.L.L.C	115: 83 MICH AVE OPER	0.00
11-99-23-005-500	CLUB DIVINE	115: 83 MICH AVE OPER	0.00
11-99-23-023-023	JIMMY G'S STYLING SALON	115: 83 MICH AVE OPER	0.00
11-99-23-101-050	UPSCALE HAIR SPOT	115: 83 MICH AVE OPER	6.21
11-99-23-460-000	HURON VALLEY AREA INTERGR	115: 83 MICH AVE OPER	0.18
11-99-23-484-018	PUB 13	115: 83 MICH AVE OPER	0.00
11-99-23-486-006	CENTENNIAL PLAZA, LLC	115: 83 MICH AVE OPER	0.18
11-99-23-500-100	MSHDA	115: 83 MICH AVE OPER	0.00
11-99-23-500-300	MIXED FIFTEEN MI 3 BRANCH	115: 83 MICH AVE OPER	0.00
11-99-23-525-000	LOUIS ROME, ATTY	115: 83 MICH AVE OPER	0.00
11-99-23-600-010	H & R BLOCK	115: 83 MICH AVE OPER	0.00
11-99-24-000-000	ELEVEN WEST SALON & SPA	115: 83 MICH AVE OPER	0.00
11-99-24-021-014	BOMBADILLS CAFE	115: 83 MICH AVE OPER	0.00
11-99-24-100-000	JACOBIES UPTOWN SALON	115: 83 MICH AVE OPER	5.11
11-99-24-100-019	EMBROIDERY PRODUCTS, LLC	115: 83 MICH AVE OPER	0.00
11-99-24-200-050	WALER PHILLIPS DDS PC	115: 83 MICH AVE OPER	0.00
11-99-24-440-010	JACKSON HEWITT	115: 83 MICH AVE OPER	0.00
11-99-24-622-003	MONTERRA FRANCHISE SERVIC	115: 83 MICH AVE OPER	0.00
11-99-24-900-174	CITY HATTER	115: 83 MICH AVE OPER	0.00
11-99-24-930-185	GLENN & LAURA MULLINS	115: 83 MICH AVE OPER	0.00
11-99-24-950-155	HEALTH PLUS SERVICES	115: 83 MICH AVE OPER	0.00
11-99-25-102-015	THRIFT SHOP	115: 83 MICH AVE OPER	0.00
11-99-25-125-000	FATOUA HAIR BRAIDING	115: 83 MICH AVE OPER	1.09
11-99-25-401-006	CHENILLECOCOLOKA	115: 83 MICH AVE OPER	0.00

06/11/2014
08:35 AM

SPECIAL ASSESSMENT ROLL

Page: 8/9
DB: Ypsi14

All Records
All Special Assessments
SUMMER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-99-25-465-015	MICHIGAN TRAVEL AGENCY	115: 83 MICH AVE OPER	0.00
11-99-25-890-005	CBC SERVICES	115: 83 MICH AVE OPER	1.27
11-99-25-900-035	HEKKS / IMAGILLATION, IN	115: 83 MICH AVE OPER	0.00
11-99-25-970-100	TROJAN CLEANERS INC	115: 83 MICH AVE OPER	0.00
11-99-26-012-200	PEAC, PROGRAMS TO EDUCATE	115: 83 MICH AVE OPER	0.00
11-99-26-012-210	GROWING HOPE	115: 83 MICH AVE OPER	0.00
11-99-26-012-240	MIDWESTERN APPRAISAL CO	115: 83 MICH AVE OPER	4.57
11-99-26-300-080	TAX OASIS	115: 83 MICH AVE OPER	0.00
11-99-26-400-050	BOWERBIRD MONGO	115: 83 MICH AVE OPER	0.00
11-99-26-900-060	DCP COMPUTERS	115: 83 MICH AVE OPER	3.10
11-99-27-110-007	THE ROCKET	115: 83 MICH AVE OPER	0.00
11-99-27-120-025	AFFORDABLE TAX OF MICHIGA	115: 83 MICH AVE OPER	0.00
11-99-27-300-030	LOOK IN THE ATTIC & COMPA	115: 83 MICH AVE OPER	25.22
11-99-27-300-050	SMARTY KATZ	115: 83 MICH AVE OPER	1.09
11-99-27-500-090	YPSI STUDIO	115: 83 MICH AVE OPER	7.49
11-99-27-700-070	ART OF AFRICA	115: 83 MICH AVE OPER	0.00
11-99-28-012-020	DIVINE INTERVENTION ASSOC	115: 83 MICH AVE OPER	15.90
11-99-28-100-020	JACOBSEN/DANIELS ASSOCIAT	115: 83 MICH AVE OPER	0.00
11-99-28-500-020	BEBE HAIR BRAIDING	115: 83 MICH AVE OPER	3.10
11-99-28-900-020	BUCKNER SCOTT, DDS	115: 83 MICH AVE OPER	40.22
11-99-29-010-040	THOMAS BLONDI SALON	115: 83 MICH AVE OPER	4.57
11-99-29-012-050	RITA'S DESIGNS LLC	115: 83 MICH AVE OPER	5.48
11-99-29-012-180	JESUS, RACE & YOU MINSITR	115: 83 MICH AVE OPER	0.00
11-99-29-040-010	HIGH SCOPE	115: 83 MICH AVE OPER	0.00
11-99-29-400-030	HOPE AMERICA, INC	115: 83 MICH AVE OPER	0.00
11-99-29-500-040	OLD WORLD BAKERY	115: 83 MICH AVE OPER	6.58
11-99-29-700-100	BEEZY'S	115: 83 MICH AVE OPER	0.00
11-99-29-800-010	VIVID IMAGING STUDIO	115: 83 MICH AVE OPER	14.25
11-99-30-012-100	MIX	115: 83 MICH AVE OPER	0.73
11-99-30-800-020	KOREYS KRISPY KRUNCHY CHI	115: 83 MICH AVE OPER	5.30
11-99-31-012-010	HERBAL SOLUTIONS	115: 83 MICH AVE OPER	9.50
11-99-31-012-030	BUSY BODIES MASSAGE	115: 83 MICH AVE OPER	0.00
11-99-31-012-050	HASKEL LAW OFFICE	115: 83 MICH AVE OPER	0.00
11-99-31-012-060	UNIVERSALL HOME HEALTH CA	115: 83 MICH AVE OPER	0.00
11-99-31-012-070	IDEAL POINT	115: 83 MICH AVE OPER	0.00
11-99-31-012-090	MILLENIUM FINANCIAL, INC	115: 83 MICH AVE OPER	1.46
11-99-31-012-130	B-24'S	115: 83 MICH AVE OPER	0.00
11-99-31-900-020	METRO COMMERCE CORP	115: 83 MICH AVE OPER	5.66
11-99-32-100-010	ADROIX CORP	115: 83 MICH AVE OPER	0.00
11-99-33-012-001	FASHIONS BY G & T UNLIMIT	115: 83 MICH AVE OPER	3.10
11-99-33-012-006	ONE TWENTY THREE	115: 83 MICH AVE OPER	0.00
11-99-33-012-020	RED ROCK DOWNTOWN	115: 83 MICH AVE OPER	20.11
11-99-33-012-021	RCL FINANCIAL	115: 83 MICH AVE OPER	0.00
11-99-33-012-027	PP MEDIA & MARKETING	115: 83 MICH AVE OPER	7.67
11-99-33-012-029	BIG RAY'S KUTTIN UP INC	115: 83 MICH AVE OPER	0.00
11-99-40-484-011	BLACKHAWK INVESTMENT	115: 83 MICH AVE OPER	5.85
11-99-40-486-009	T-MOBILE CENTRAL LLC	115: 83 MICH AVE OPER	122.12
11-99-32-090-040	MODEL CAVE	115: 83 MICH AVE OPER	8.77
11-11-39-103-010	BANCSTITES, INC	119: 03 MICH AVE OPER	1,803.88
11-11-40-463-001	YU MOON JUM	119: 03 MICH AVE OPER	145.52
11-11-40-480-005	ANT DEVELOPMENT INC	119: 03 MICH AVE OPER	44.83
11-11-40-480-006	AZIMI MOHAMMED	119: 03 MICH AVE OPER	51.73
11-11-40-480-007	ASANI, ABRAHAM & KEFSE	119: 03 MICH AVE OPER	85.74
11-11-40-480-008	ASANI ABRAHAM & KEFSE	119: 03 MICH AVE OPER	54.84
11-11-40-480-009	BHAVSAR DINESH	119: 03 MICH AVE OPER	55.21
11-11-40-480-010	JAMES KIM	119: 03 MICH AVE OPER	176.05
11-11-40-480-011	ASANI, ABRAHAM & KEFSE	119: 03 MICH AVE OPER	55.94
11-11-40-480-012	ANT DEVELOPMENT INC	119: 03 MICH AVE OPER	81.48
11-11-40-480-013	WAGNER JOSEPH H	119: 03 MICH AVE OPER	113.09
11-11-40-480-014	ADAMS OUTDOOR ADVERTISING	119: 03 MICH AVE OPER	23.68
11-11-40-480-015	ZEORT AHMAD AND KHADIJE	119: 03 MICH AVE OPER	98.90
11-99-01-200-750	CANON FINANCIAL SERVICES,	119: 03 MICH AVE OPER	0.00
11-99-09-021-008	LAVISION INC	119: 03 MICH AVE OPER	0.00
11-99-09-100-325	ABE'S CONEY ISLAND	119: 03 MICH AVE OPER	0.00
11-99-09-206-096	BROOKS COIN LAUNDRY	119: 03 MICH AVE OPER	0.00
11-99-09-290-107	CAMPBELL TITLE	119: 03 MICH AVE OPER	0.00
11-99-09-303-600	CHAMBER OF COMMERCE	119: 03 MICH AVE OPER	0.00
11-99-09-600-198	FASTEMPS	119: 03 MICH AVE OPER	15.90
11-99-09-605-006	FRANKLIN REALTY INC.	119: 03 MICH AVE OPER	0.00
11-99-09-850-110	ANDREW S MUTH PC	119: 03 MICH AVE OPER	0.00
11-99-24-910-020	JOHN D DINGELL MC	119: 03 MICH AVE OPER	0.00
11-99-24-980-035	U OF M EMPLOYEES LOCAL 1	119: 03 MICH AVE OPER	0.00
11-99-24-980-050	CARE ONE, INC	119: 03 MICH AVE OPER	15.90
11-99-26-012-100	REAL TECHNOLOGIES USA	119: 03 MICH AVE OPER	0.00
11-99-28-012-190	ETCS / WC	119: 03 MICH AVE OPER	0.00
11-99-28-400-080	DOS HERMANOS MARKET	119: 03 MICH AVE OPER	0.00
11-99-33-012-017	CAPSTONE BI INC	119: 03 MICH AVE OPER	3.10
11-99-33-012-018	DELANY CONSTRUCTION INC	119: 03 MICH AVE OPER	5.11
11-99-33-012-030	FAMILY CHICKEN INC	119: 03 MICH AVE OPER	7.31

06/11/2014
08:35 AM

SPECIAL ASSESSMENT ROLL

Page: 9/9
DB: Ypsil4

All Records
All Special Assessments
SUMMER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-04-495-023	THOMPSON BLOCK PARTNERS L	124: DANGEROUS - ESCR	1,500.00
11-11-10-267-010	ROSE, GABRIEL	124: DANGEROUS - ESCR	600.00
11-11-37-155-009	COMMUNITY CHURCH OF GOD	124: DANGEROUS - ESCR	1,200.00
11-11-39-414-006	ANDERSON THELMA	124: DANGEROUS - ESCR	2,100.00
11-11-39-440-019	CLINTON-NEWBILL, THOMAS-D	124: DANGEROUS - ESCR	2,100.00
11-11-39-440-031	SHEPARD FAITH	124: DANGEROUS - ESCR	2,100.00
11-11-04-495-023	THOMPSON BLOCK PARTNERS L	125: DANGEROUS - INSP	375.00
11-11-10-267-010	ROSE, GABRIEL	125: DANGEROUS - INSP	150.00
11-11-37-155-009	COMMUNITY CHURCH OF GOD	125: DANGEROUS - INSP	300.00
11-11-39-414-006	ANDERSON THELMA	125: DANGEROUS - INSP	525.00
11-11-39-440-019	CLINTON-NEWBILL, THOMAS-D	125: DANGEROUS - INSP	525.00
11-11-39-440-031	SHEPARD FAITH	125: DANGEROUS - INSP	525.00
11-11-40-482-004	QUALITY STUDENT HOUSING L	125: DANGEROUS - INSP	150.00
11-11-03-356-007	YPSILANTI PUBLIC SCHOOLS	128: SNOW REMOVAL	150.00
11-11-04-360-001	CLARREN, MICHAEL	128: SNOW REMOVAL	150.00
11-11-05-363-002	LYSTER DIANE V, TRUST	128: SNOW REMOVAL	90.00
11-11-09-490-001	ANGSTROM CAPITAL HOLDINGS	128: SNOW REMOVAL	130.00
11-11-09-490-001	ANGSTROM CAPITAL HOLDINGS	128: SNOW REMOVAL	150.00
11-11-10-360-001	YPSILANTI PUBLIC SCHOOLS	128: SNOW REMOVAL	100.00
11-11-39-101-017	PATE JAMES	128: SNOW REMOVAL	130.00
11-11-39-101-017	PATE JAMES	128: SNOW REMOVAL	150.00
11-11-39-402-007	ANGSTROM CAPITAL HOLDINGS	128: SNOW REMOVAL	130.00
Totals for 100 BOARD UP	Count: 8	4,811.00	
Totals for 101 WEST CROSS DDA	Count: 73	7,075.15	
Totals for 102 DOWNTOWN DIST	Count: 35	3,428.06	
Totals for 103 DLQ WATER	Count: 41	17,092.49	
Totals for 104 DEPOT TOWN	Count: 77	5,472.22	
Totals for 109 TRASH	Count: 4	2,600.00	
Totals for 110 WEEDS	Count: 14	2,310.00	
Totals for 111 WATER STREET	Count: 9	1,501.12	
Totals for 112 RENTAL INSPEC	Count: 86	6,374.00	
Totals for 115 83 MICH AVE OPER	Count: 254	17,340.90	
Totals for 119 03 MICH AVE OPER	Count: 31	2,838.21	
Totals for 124 DANGEROUS - ESCR	Count: 6	9,600.00	
Totals for 125 DANGEROUS - INSP	Count: 7	2,550.00	
Totals for 128 SNOW REMOVAL	Count: 9	1,180.00	
Grand Totals	Count: 654	84,173.15	



Resolution No. 2014 – 140
June 17, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>TERM EXPIRATION</u>
Scott Straley (new appt. replacing Mark Bullard) 491 Second Street Ypsilanti, MI 48197	Planning Commission	5/1/2016

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2014 –141
June 17, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT, the following individuals (non-residents) be appointed to the City of Ypsilanti Boards and Commissions as indicated below:

<u>NAME</u>	<u>BOARD</u>	<u>TERM EXPIRATION</u>
Jessica French-Cossey (replacing Linda French) 2339 S. Circle Dr. Ann Arbor, MI 48103	YDDA	7/7/2018
James Dauphine (reappointment) 142 Glenwood Avenue Ypsilanti, MI 48198	YDDA	7/7/2018
Mark Teachout (reappointment) 974 N. Prospect Rd. Ypsilanti, MI 48198	YDDA	7/7/2018

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

jessica french

T: [REDACTED]

jessicajane french@yahoo.com

PROFILE

I am a 30 year old college graduate who was born and raised in Michigan. I currently work in the family business as managing partner of The Sidetrack Bar and Grill and look forward to remaining active within the Ypsilanti community for decades to come.

RELEVANT EXPERIENCE

Board Member, Ann Arbor Chamber of Commerce, Kalamazoo College Environmental Organization — 2013-present

Represent and promote the interests of member businesses, develop and deepen local relationship networks to promote business activity and business-to-business exchanges.

Director, Urban Environmental Coalition: Kalamazoo, MI — 2005-2007

Working for the non-profit Citizens for Global Solutions (Washington D.C.). Community building, coalition organizing, direct government outreach, community education, public promotion of Urban Environmental Accords.

Founder, Project S.U.A.V.E. (Students United Voting in the Election) — 2004-2006

Organized and implemented voter registration efforts, participant interviews, volunteer coordination, data collection.

Independent Cultural Research Project, Denmark International Studies, 2004-2005

5 month study program in Copenhagen, Denmark. Areas of focus included: Immigration, Nationalism, Language, and Cultural Identity. Completed Independent Research Project on Scandinavian Environmentalism and Sustainability.

EDUCATION

BA in Political Science and Public Policy, Kalamazoo College; Kalamazoo MI— 2002-2006

Kalamazoo College Honors Scholarship, HAM Foundation Research Grant, Deans List.

Relevant Course Work: Environmental Policy; Comparative NGOs; New Urbanism and Urban Development; Political Theory; American Poverty Studies.

RELEVANT EMPLOYMENT

Sidetrack Bar and Grill, General Manager; Ypsilanti, MI— 2006-present

In charge of day-to-day operations of the restaurant, private event planning and coordination, oversee promotion and publicity, handle customer service issues.

GOALS FOR THE DDA -

- To stabilize and improve the downtown infrastructure
- To promote business development in the Depot Town, Downtown and College Town areas of Ypsilanti
- To make the Depot Town, Downtown and College Town areas more vibrant and walkable
- To improve upon the occupancy of Depot Town store fronts
- To make the Depot Town, Downtown and College Town areas more attractive places to live and work

Statement from James Dauphine:

I was born in Manhattan, New York and lived in Brooklyn, New York, attending Elementary School there. My father, Oscar James Dauphine was a member of the New York City Police department, and subsequently, after massive city lay-offs, was laid off himself and relocated our family to Ann Arbor, Michigan so that he could accept a position at General Motors Hydramatic Powertrain division in the late 70's.

I was always an avid music lover, and thus, pursued every opportunity to advance the art through vocal and piano performances during my Junior and Senior years of high school at Ann Arbor Huron High. After Graduation, by way of a former high school vocal group member I once worked with, I signed a small, less than substantial recording contract, that afforded me the opportunity to record with other artists who worked with Universal, Columbia, Qwest records and more performing across several states and venues.

It was during this period of time that I then realized that I longed to return to school and complete my college education but first I needed to earn money for college, and so I joined the United States Air Force, and was educated as a Medical Laboratory Technician until my discharge at the end of my 4 yr enlistment period, honorably.

After leaving the US Air Force, I moved back to New York City and earned money singing background for several up and coming recording artists from New York and Detroit, Michigan, ultimately, moving to Ypsilanti, MI where my family had relocated to during my tenure in the military.

I then completed degrees in Engineering Math and Computer Science at Washtenaw Community College and completed one of two degrees of a dual BSEE/CE MSEE/CE (Bachelors Science Electrical Engineering and Computer Engineering degree from the University of Michigan in early 2001, just before my father Oscar Passed away from Lung Cancer in March 2001.

I had worked in Computer Science and IT consulting from that time since, working on various contracts for several companies, such as Federal Mogul, Google, National Archives Publishing Company, before joining my companies, Intrinsic IT and Multimedia and Legendary Artists Entertainment Group with Marion Montgomery of The Studios of Castle Hill and Divine Associates to ultimately create Divine Intervention Associates of 124 Pearl Street #203, Ypsilanti, MI where we have been in business for over 8 years to date.

Marion Montgomery is the Managing Partner and Majority Owner
James Dauphine is the Minority Partner and Co-Owner

Services Include:

Computer Repair, IT and Multimedia Consulting, Web design and hosting, Graphic Design, Recording Studio, Artist Management, and Music Production, Event Planning and much more.

I am also a volunteer member of the American Red Cross Disaster Services team and have been involved with the Red Cross in this capacity for the last several years, in addition to organizing community events for the underrepresented and disadvantaged of all ages and races, throughout Washtenaw County, both through my Church, Strong Tower Ministry under Pastor Michael Rosier and through my non-profit Exchange For Change-USA, founded in 2010.

I am engaged to be married in December 2013 and am the proud Father of 4 girls and one boy.

My interests are running, lifting weights, sports, education, computers, electronics, robotics, reading, creating music, singing, attending church, community outreach, local government.

My goals are quite simply to never settle for less than who I can truly be, to self actualize into a Renaissance Man in love with life, humanity, and all cultures and to make my mark in this life as someone who truly cares about his fellow man, woman, and child.

James Dauphine.

Statement from Mark Teachout

My wife Danielle Teachout and I own and operate Cafe Ollie and MI. General Store in Ypsilanti's Historic Depot Town. I previously owned and operated Sweet Science Boxing and Fitness Gym in Portland Oregon. Currently I serve as treasurer of the Depot Town Merchants Association where I also handle the print media promotion of our events.

As a member of the Ypsilanti DDA I wish to strengthen and expand the business community with a strong focus on proactive and progressive ideals.

Again, Thank You.

Mark

Statement from Scott Straley:

Dear Mayor, Ypsilanti City Planning Commission, and City Council:

I would like to be considered for one of the open positions on the City Planning Commission. My husband and I moved to Ypsilanti a year ago and will be having our adopted 12-year-old son move in with us during June.

We are passionate about being part of a community that promotes small business, local retail, public spaces, thriving families, and environmental and economic sustainability.

I have worked for nearly two decades envisioning and engineering internet-based solutions for start-ups, small businesses, civic groups, non-profits, and editorial communities. Currently, I am the Director of Technical Development for Car and Driver Magazine in Ann Arbor.

I believe that my technical, project management, and leadership skills can be useful in helping shape the next chapter of Ypsilanti's history. With the Thompson Block, Water Street, and Washington Street development opportunities, there will be no shortage of issues that significantly impact the vibrancy of our community.

Thank you for your consideration for this opportunity



To: Mayor Schreiber & City Council
From: Ericka R. Savage, Assistant to the City Manager
Date: June 12, 2014
RE: Michigan ElvisFest Sponsorship Request

Office of the City Manager

REQUEST FOR LEGISLATION

SUMMARY/BACKGROUND

The City of Ypsilanti adopted a Special Events Policy in March 2014. Pursuant to the policy, the City may co-sponsor events if it is of general interest to the public and advances the City's public image. The City may also waive up to 3 days of park rental fees for events organized by non-profits, so long as good cause or financial hardship is shown.

The ElvisFest has taken place in the City of Ypsilanti over the past 15 years. This year it will take place July 11-12 in Riverside Park. A Friday ticket is \$13. A Saturday ticket is \$22. A two-day ticket is \$30.

Staff was contacted by the festival Director, Mary Decker, requesting that the City support the event. The Special Events Coordinator and I met with Ms. Decker on June 3, 2014 to discuss the request under the Special Events Policy.

ElvisFest Michigan is requesting that the City be a co-sponsor of the 2014 Elvis Fest for at least \$1000. Ms. Decker has completed a Sponsorship request form (attached) and has supplied staff with a sponsorship packet that lists the benefits that would be provided to the City under each package.

Recommended Action:

- That City Council approves "Blue Suede Shoes" support of the 2014 Elvis Fest in the amount of \$600
- That the tickets received by the City for sponsoring the event be donated to local businesses willing to raffle them for free to customers

Attachments: Resolution; Sponsorship Request Form, ElvisFest Sponsorship Packet

DATE RECEIVED: _____ AGENDA ITEM NO. _____

CITY MANAGER COMMENTS:

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:



Resolution No. 2014 -142
June 17, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

WHEREAS, the Michigan ElvisFest has taken place in the City for the past 15 years and this year it will take place July 11-12 in Riverside Park; and

WHEREAS, ElvisFest Michigan, a 501(c)(3) non-profit organization, is requesting that the City be a co-sponsor of the 2014 ElvisFest; and

WHEREAS, ElvisFest Michigan has stated in its sponsorship request form that the proceeds from this year's festival will be donated to Ypsilanti Meals on Wheels and S.O.S. Community Services; and

WHEREAS, City Council agrees that becoming a co-sponsor of the 2014 Michigan ElvisFest would be in the general interest of the public and advance the City's public image due to the large number of attendees from around the state and donations that will be made to Ypsilanti charities.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the request to be a "Blue Suede Shoes" sponsor of the 2014 Michigan Elvis Fest, in an amount to be determined by staff, but not to exceed \$999.

BE IT FURTHER RESOLVED THAT the tickets given to the City for sponsoring the event be donated to local businesses willing to raffle them for free to customers.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

Special Events Sponsorship & Financial Hardship Request



Please complete the form below. The City may provide support to Special Events on the following basis:

- Merit of the request
- Request is received no less than 30 days prior to the event
- Funds are budgeted and available to support the event

Event Name

Event Start Date

Event Location

Event Organizer

Event Contact Person

First name:

Last name:

Phone number:

E-mail:

Is your organization a non-profit or public tax-exempt organization as defined under Section 501(c)(3) of the Internal Revenue Code?

Yes

No

How is this event of general interest to the public?

Is your organization requesting City Co-Sponsorship or a Financial Hardship waiver?

City Co-Sponsorship

Financial Hardship Waiver

City Co-Sponsorship: The City may jointly sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined in the annual budget appropriation. These events must meet the other requirements of the Special Events Policy, and must reimburse the City for any costs in excess of the support level authorized by the budget appropriation [reference City of Ypsilanti Special Events Policy, Section 1.3(b)]

Financial Hardship Waiver (only applicable for non-profit corporations): City may, in its discretion, contribute the park rental fee to assist other Special Events operated by non-profit organizations with good cause shown or hardship (See City Code Section 10-270). For the purposes of this policy, good cause or hardship may be demonstrated by startup organizations, charitable events, or any other reasonable cause for lacking in operating capital.

Park fee contributions must be approved by City Council no less than 30 days prior the event. City Council may, in its discretion, waive park rental on a per day basis, up to three (3) days. City Council may also impose conditions and/or require repayment terms after completion of the event. These events must meet the all requirements of the Special Event Policy, and must reimburse the City for any City costs in excess of this support level. Non-Profit Organizations must submit a current IRS 501 C3 Statement.

List the benefits provided by the event to the City of Ypsilanti (e.g., advertisement materials, ticket sales, park improvements, etc...)

How many days of park rental are requested to be waived?

Please describe the financial hardship (may include a list of the major operating expenses, financial obligations, etc...)

When do you need to receive the funds?

By typing my name below, I attest that this application represents my intent for the proposed event to the best of my knowledge. I am authorized to submit this application on behalf of the organization:

Applicant Full Name

Date

Submit

Michigan ElvisFest

sponsorship opportunities

*One of the largest Elvis celebrations in the country,
sanctioned by Elvis Presley Enterprises, Inc.*



For the past 15 years 5,000 Elvis fans descend on Depot Town, Ypsilanti in July and pay tribute to Elvis Presley, offering a family friendly weekend of rock n' roll, car shows and plenty of entertainment for the kids. Professional Elvis tribute artists from all over the United States are invited to entertain, and pay tribute to the "King" of Rock n' Roll, local car clubs shine up their cars for display and a special kids area is set up with arts and crafts and "kid friendly" entertainment. There's plenty of food and drink and lots of memorabilia honoring the King! Attendees come from all over Michigan and the midwest to celebrate the King of Rock n' Roll on the shady banks of the Huron River in Depot Town's Riverside Park.

Coverage Publicity for the Michigan ElvisFest is staggering. The event is embraced by hundreds of radio stations throughout Michigan, the internet, Facebook, newspapers in Michigan and across the country, and appearances on local TV stations. Articles and photos are available upon request.

Purpose Monies from the event are used to continue to celebrate the Michigan ElvisFest, as well as assist local charities in their endeavors. For 2014, our charities will be Ypsilanti Meals on Wheels and SOS Community Services.

Kings \$5,000 & up

- Corporate Banners/signage at park entrance/exit and main stage area.
- Business name announced from stage at least 10 times during the festival.
- Free booth space to distribute goods or product placement.
- Full page ad in the Event program.
- Business name mentioned in media interviews.
- Listing, Link & logo posted on ElvisFest website
- 10 VIP weekend passes and 10 regular weekend passes. *

Teddy Bears \$2,000 to \$4999.

- Opportunity to display up to 5 corporate signs at the festival.
- Business name announced from the stage at least 5 times during the festival.
- Free booth space to distribute goods or product placement.
- 1/2 page ad in the Event Program.
- Listing & Link on ElvisFest website.
- 6 VIP passes and 6 regular passes. *

Hound Dogs \$1,000 to \$1999

- Opportunity to display a corporate sign at the festival.
- Business name announced from the stage at least 3 times.
- 1/4 page ad in the Event program.
- Business name listed as a sponsor on ElvisFest website.
- 4 VIP passes and 4 regular passes. *

Blue Suede Shoes \$500-\$999

- Business name announced from the stage
- Business-card sized ad in our Event program.
- Business name listed as a sponsor on ElvisFest website.
- 2 VIP passes and 2 regular passes. *

**All donations are tax deductible. VIP passes valued at (Fri) \$60. (Sat) \$75.00.*

VIP area includes: food, pop, water & beer tickets, as well as covered tables, & great views of stage. Regular weekend passes value \$35.00 each.

Note: All signage to be provided by sponsor

*Please consider
supporting
this family
friendly event*

Questions

Contact:

Mary Decker
michiganelvisfest@gmail.com
phone: 734-277-4547
www.mielvisfest.com



Leo Days



I would like to sponsor...

Company Name _____

Contact Name _____

Address _____

Phone _____

Email _____

Sponsorship/In Kind Donation

☐ Kings

☐ Teddy Bears

☐ Hound Dogs

☐ Blue Suede Shoes

☐ Other \$ _____

Send to:

Mary Decker

Email: michiganelvisfest@gmail.com

Mail to: 106 W. Michigan Avenue
Ypsilanti, Michigan 48197

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

DEPARTMENT OF THE TREASURY

Date: JAN 17 2012

ELVISFEST MICHIGAN
C/O KEITH STEPHENS
9585 JUDD RD
WILLIS, MI 48191

Employer Identification Number:
32-0316902
DLN:
17053026311041
Contact Person:
MS. A. MORRIS ID# 52452
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
November 9, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

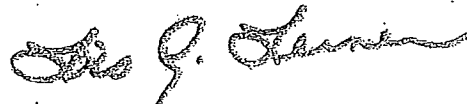
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)



REQUEST FOR LEGISLATION

June 17, 2014

FROM: Ralph A. Lange

SUBJECT: COAM Contract

SUMMARY/BACKGROUND

The purpose of this Request for Legislation is to approve a new COAM Contract which will replace the one expiring on June 30, 2014.

Previously, we have provided Council with the COAM Proposal, the new wage scale, three attachments for the benefits, the Actuarial Report from Gabriel Roeder Smith & Company, the official notice of the COAM Union approving this proposed agreement and its cost-out.

The projected cost over the term of this proposed agreement will be ~~-\$111,000~~ to the General Fund and there will be a projected increase of \$82,000 to the Fire & Police Pension Fund.

The COAM membership met on Thursday, June 5, 2014 to review and vote on City of Ypsilanti Management Proposal to COAM dated June 3, 2014. The COAM membership voted unanimously to accept the proposal that was submitted.

For the reasons mentioned above, it is the City Manager's request that the City Council approve the resolution approving a new three (3) year contract between the COAM Union and the City of Ypsilanti.

RECOMMENDED ACTION: (Approval/Denial)

ATTACHMENTS:

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the labor contract between the City of Ypsilanti and Ypsilanti Command Officers Association of Michigan (C.O.A.M.) be adopted with the following changes:

Existing Employees:

- 1. Three year Contract** (July 1, 2014 — June 30, 2017)
- 2. Wages** – Please see attached
- 3. Section 8.7 Reclassification Due to Restructuring:**
In the event that the restructuring plan of 2014 is found to be ineffective or requires to be changed due to budget restraints and requires reclassification of members of the unit, that were members on July 1, 2014, those members will be returned to their last classification and the wage that they earned prior to the restructuring.
- 4. Section 9.4 Funeral Leave:**
Add- A member will be allowed two days (24 hours for 12 hour shifts and 16 hours for 8 hour shifts) for funeral leave for an aunt, uncle, or member of the member's household not covered by the definition of immediate family.
- 5. Section 10.2: Administrative Leave**
Administrative Leave is granted to compensate members of the extra four (4) hours worked in a pay cycle, as a result of the 12 hour shift schedule or the modified five (5) day 84 hour schedule. This results in 156 hours of straight time.

Each member will be paid 78 hours of straight time incrementally throughout the year. This will be accomplished by paying each member two hours at time and one half each pay period (26 pay periods x 2 hours at time and one half = 78 straight time hours).

Seventy-Eight (78) hours of straight time will be placed in the member's bank each January 1. It is the member's responsibility to schedule the use of the administrative leave time throughout the calendar year. The use of administrative leave time is at the discretion of the Chief of Police or their designee's discretion, taking into account staffing, and/or operational needs. Of the 78 hours, 36 hours of straight time must be taken as time off or will be forfeited at the end of the year. The remaining 42 hours of

straight time, or any other remaining balance of less than 42 hours of straight time will be paid out in a lump sum every January. Administrative leave cannot be carried over from one year to the next.

For members entering the bargaining unit, administrative time shall be prorated based exiting or retiring officers. on the number of pay periods remaining in the calendar year. This applies to both the incremental payments and the administrative leave bank. For example, a member is promoted in July and there are 13 pay periods left in the year the member would have (39 hours paid at 2 hours at time and one half per pay period, 18 hours of use it or lose it time and 21 hours of time eligible for time off or lump sum payment in January).

For members leaving the employee of the City, any banked administrative leave time can be converted into cash.

Administrative leave time may be used at the end of service for

6. Section 10.14: Field Training Officer Compensation:

A Sergeant assigned as a Field Training Officer shall receive one and one half (1½) hours of comp time for each Daily Observation Report (DOR) completed.

7. Section 13.1: Wage Schedule- Substituting new wage spreads. Road Sergeants 8% increase over top patrol and Road Lieutenants 14% over Road Sergeants. (Current Lieutenant will receive a 1% increase to their current rate of pay).

Effective 7/01/2014

The union will realize across the board wage increases according to the following schedule:

RANK	DATE	PERCENT INCREASE
Sergeant & Lieutenant	07/01/2014	0%
Sergeant & Lieutenant	07/01/2015	0%
Sergeant & Lieutenant	07/01/2016	0%

8. Section 15.1: Accumulation of Vacation Time- Grandfather anyone at the 20 year step (only effects Eberts). New vacation schedule will match the current POAM schedule. Please see attached.

Completion of one to four years of service	120 hours
Completion of five to nine years of service	168 hours
Completion of 10 years and over	180 hours
Completion of 20 or more years of service	192 hours *Eberts Only

9. Section 15.2 Seniority:

The choice of vacation shall be made in order of Rank and then Seniority.

Patrol Command: Lieutenants and then Sergeants.

Administrative Command: Lieutenants and then Sergeants.

10. Section 15.3 Scheduling of Vacation:

General Provisions:

5- A member with an approved vacation shall not be ordered to work overtime on their regular leave days that are immediately before and after the approved vacation.

11. Section 15.6: Cash-In of Vacation Hours- Remove advanced check provision.

12. Section 16.1 Accumulation of Sick Time- Cap at 60% except for Eberts for which the schedule will apply up to 70%. Please see attached schedule.

Hours	Payout Rate	Exceptions
1-500	20%	
501-1000	30%	
1001-1500	40%	
1501-2000	50%	
2001-2500	60%	*Applies to Gress, Overton, Szymankiewicz & Yuchasz only
2501+	70%	**Applies to Eberts only

13. Section 18.1: Maintenance Allowance - Same as patrol at \$1,120. Remove relationship to wage scale raises.

14. Section 19.1: Health Care Coverage- Will be the same as in the current POAM contract. Will have a \$10/\$30 drug co-pay. Employee contributions toward medical and prescription drug coverage shall be governed by PA 152 of 2011.

15. Article XX; Section 20.1: Life Insurance Terms of Coverage- Cap Life Insurance at \$70,000 for everyone.

16. Article XXXI; Section 31.1: Multiplier- Current multiplier is 2.25%. Increase to 3.0% for years going forward (not retroactive). **Tier II: Hired after July 1, 2012- 2.0% with 5% contribution and no annuity withdrawal.** Employees hired on or after July 1, 2009 and prior to June 30, 2012 will have a 2% multiplier and contribute 5%. Annuity withdrawal is permitted. Attachment A-1 has also been amended to reflect this change.

17. Retiree Health Insurance: Article XXXI; Section 31.9: Retiree Health Care-

Employees hired on or after July 1, 2012, will not be eligible to receive retiree health, dental or vision insurance coverage. However, the city will provide a Health Care Savings Account for new hires and will contribute \$150 per month to their fund. The following is the Vesting Period for employees in the Health Care Savings Account:

- 3 years - 25% of the HCSA can be received by the employee upon separation
 - 5 years - 50% of the HCSA can be received by the employee upon separation
 - 7 years - 75% of the HCSA can be received by the employee upon separation
 - 10 years - 100% of the HCSA can be received by the employee upon separation
- No contributions will be required of the employees

18. Article XXXI; Section 31.10: Health Care Waiver- Employees hired after 7-1-2012 no healthcare waiver after retirement.

19. Remove exhibit B –Please see new pay scale and change to Article XIII page 20

20. Retiree healthcare – Article XXXI; Section 31.8 Remove Appendix A and associated letter of understanding. Continue with current healthcare into retirement except that the benefit for a spouse goes up to \$450 per month.

21. Add Article to contract – Contract Distribution

The City agrees to print and deliver hard copies of the COAM Union Contract to the participants of the negotiating team at the expense of the City. All other copies will be distributed to the COAM members electronically.

22. Please see attachments for C.O.A.M. Benefits by date hired. **Previously provided except as noted in Item 14 in red.**

23. Removal of the word “promoted” in the title of COAM Article XXXI; Section 31.9

24. Adopt Article XXII; Section 22.4- **Coverage at Retirement** from POAM Contract

25. Remove Part D in Article XXXI; Section 31.8 of the COAM Contract.

26. Add second paragraph of Article XXIX; Section 29.3 of POAM Contract to Article X; Section 10.11 COAM Contract (Comp Time Bank Pay Outs).

27. Add Article XXV; Section 25.8 from POAM Contract to Article XXXI; Section 31.4 of COAM Contract (Final Average Compensation Calculation).

C.O.A.M. WAGE SCHEDULE

Fiscal Years 2014/15 – 2015/16 – 2016/17

Effective 07/01/2014 - 07/01/15 – 07/01/2016

ROAD SERGEANT

STEP/GRADE	PC1-1
ANNUAL:	\$68,090.76
BI-WEEKLY:	\$ 2,618.88
HOURLY:	\$ 32.74

ROAD LIEUTENANT

STEP/GRADE	PC2-1
ANNUAL:	\$77,623.47
BI-WEEKLY:	\$ 2,985.52
HOURLY:	\$ 37.32

ADMINISTRATIVE LIEUTENANT

STEP/GRADE	PC2-1
ANNUAL:	\$81,937.50
BI-WEEKLY	\$ 3,151.44
HOURLY:	\$ 39.39

Contract Language Changes

Additional contract language changes will be made in order to properly integrate new contract language with existing contract language.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

C.O.A.M. Contract Proposal 2014

Terms of proposed Agreement July 1, 2014 through June 30, 2017

Revised 6/04/2014

1- 8.7 Reclassification Due to Restructuring:

In the event that the restructuring plan of 2014 is found to be ineffective or requires to be changed due to budget restraints and requires reclassification of members of the unit, that were members on July 1, 2014, those members will be returned to their last classification and the wage that they earned prior to the restructuring.

2- 9.4 Funeral Leave:

Add- A member will be allowed two days (24 hours for 12 hour shifts and 16 hours for 8 hour shifts) for funeral leave for an aunt, uncle, or member of the member's household not covered by the definition of immediate family.

3- 10.2: Administrative Leave

Administrative Leave is granted to compensate members of the extra four (4) hours worked in a pay cycle, as a result of the 12 hour shift schedule or the modified five (5) day 84 hour schedule. This results in 156 hours of straight time.

Each member will be paid 78 hours of straight time incrementally throughout the year. This will be accomplished by paying each member two hours at time and one half each pay period (26 pay periods x 2 hours at time and one half = 78 straight time hours).

Seventy-Eight (78) hours of straight time will be placed in the member's bank each January 1. It is the member's responsibility to schedule the use of the administrative leave time throughout the calendar year. The use of administrative leave time is at the discretion of the Chief of Police or their designee's discretion, taking into account staffing, and/or operational needs. Of the 78 hours, 36 hours of straight time must be taken as time off or will be forfeited at the end of the year. The remaining 42 hours of straight time, or any other remaining balance of less than 42 hours of straight time will be paid out in a lump sum every January. Administrative leave cannot be carried over from one year to the next.

For members entering the bargaining unit, administrative time shall be prorated based on the number of pay periods remaining in the calendar year. This applies to both the incremental payments and the administrative leave bank. For example, a member is promoted in July and there are 13 pay periods left in the year the member would have (39 hours paid at 2 hours at

time and one half per pay period, 18 hours of use it or lose it time and 21 hours of time eligible for time off or lump sum payment in January).

For members leaving the employee of the City, any banked administrative leave time can be converted into cash.

Administrative leave time may be used at the end of service for exiting or retiring officers.

4- 10.14: Field Training Officer Compensation:

A Sergeant assigned as a Field Training Officer shall receive one and one half (1½) hours of comp time for each Daily Observation Report (DOR) completed.

- 5- **13.1: Wage Schedule-** Substituting new wage spreads. Road Sergeants 8% increase over top patrol and Road Lieutenants 14% over Road Sergeants. (Current Lieutenant will receive a 1% increase to their current rate of pay).

Effective 7/01/2014

The union will realize across the board wage increases according to the following schedule:

RANK	DATE	PERCENT INCREASE
Sergeant & Lieutenant	07/01/2014	0%
Sergeant & Lieutenant	07/01/2015	0%
Sergeant & Lieutenant	07/01/2016	0%

- 6- **15.1: Accumulation of Vacation Time-** Grandfather anyone at the 20 year step (only effects Eberts). New vacation schedule will match the current POAM schedule. Please see attached.

Completion of one to four years of service	120 hours
Completion of five to nine years of service	168 hours
Completion of 10 years and over	180 hours
Completion of 20 or more years of service	192 hours *Eberts Only

7- 15.2 Seniority:

The choice of vacation shall be made in order of Rank and then Seniority.

Patrol Command: Lieutenants and then Sergeants.

Administrative Command: Lieutenants and then Sergeants.

8- 15.3 Scheduling of Vacation:

General Provisions:

5- A member with an approved vacation shall not be ordered to work overtime on their regular leave days that are immediately before and after the approved vacation.

9- **15.6: Cash-In of Vacation Hours-** Remove advanced check provision.

10- **16.1 Accumulation of Sick Time-** Cap at 60% except for Eberts for which the schedule will apply up to 70%. Please see attached schedule.

Hours	Payout Rate	Exceptions
1-500	20%	
501-1000	30%	
1001-1500	40%	
1501-2000	50%	
2001-2500	60%	*Applies to Gress, Overton, Szymankiewicz & Yuchasz only
2501+	70%	**Applies to Eberts only

11- **18.1: Maintenance Allowance** - Same as patrol at \$1,120. Remove relationship to wage scale raises.

12- **19.1: Health Care Coverage-** Will be the same as in the current POAM contract. Will have a \$10/\$30 drug co-pay. Employee contributions toward medical and prescription drug coverage shall be governed by PA 152 of 2011.

13- **Article XX; Section 20.1: Life Insurance Terms of Coverage-** Cap Life Insurance at \$70,000 for everyone.

14- **Article XXXI; Section 31.1: Multiplier-** Current multiplier is 2.25%. Increase to 3.0% for years going forward (not retroactive). Tier II: Hired after July 1, 2012- 2.5% with 10% contribution and no annuity withdrawal. Employees hired on or after July 1, 2009 and prior to June 30, 2012 will have a 2% multiplier and contribute 5%. Annuity withdrawal is permitted.

15- Article XXXI; Section 31.9: Retiree Health Care-

Employees hired on or after July 1, 2012, will not be eligible to receive retiree health, dental or vision insurance coverage. However, the city will provide a Health Care Savings Account for new hires and will contribute \$150 per month to their fund. The following is the Vesting Period for employees in the Health Care Savings Account:

- 3 years - 25% of the HCSA can be received by the employee upon separation
 - 5 years - 50% of the HCSA can be received by the employee upon separation
 - 7 years - 75% of the HCSA can be received by the employee upon separation
 - 10 years - 100% of the HCSA can be received by the employee upon separation
- No contributions will be required of the employees

16-Article XXXI; Section 31.10: Health Care Waiver- Employees hired after 7-1-2012 no healthcare waiver after retirement.

17-Remove exhibit B –Please see new pay scale and change to Article XIII page 20

18-Retiree healthcare – Article XXXI; Section 31.8 Remove Appendix A and associated letter of understanding. Continue with current healthcare into retirement except that the benefit for a spouse goes up to \$450 per month.

19-Add Article to contract – Contract Distribution

The City agrees to print and deliver hard copies of the COAM Union Contract to the participants of the negotiating team at the expense of the City. All other copies will be distributed to the COAM members electronically.

20- Please see attachments for C.O.A.M. Benefits by date hired.

21- Removal of the word “promoted” in the title of COAM Article XXXI; Section 31.9

22- Adopt Article XXII; Section 22.4-Coverage at Retirement from POAM Contract

23- Remove Part D in Article XXXI; Section 31.8 of the COAM Contract.

24- Add second paragraph of Article XXIX; Section 29.3 of POAM Contract to Article X; Section 10.11 COAM Contract (Comp Time Bank Pay Outs).

25- Add Article XXV; Section 25.8 from POAM Contract to Article XXXI; Section 31.4 of COAM Contract (Final Average Compensation Calculation).

EXHIBIT B

C.O.A.M. WAGE SCHEDULE

Fiscal Years 2014/15 – 2015/16 – 2016/17

Effective 07/01/2014 - 07/01/15 – 07/01/2016

ROAD SERGEANT

STEP/GRADE	PC1-1
ANNUAL:	\$68,090.76
BI-WEEKLY:	\$ 2,618.88
HOURLY:	\$ 32.74

ROAD LIEUTENANT

STEP/GRADE	PC2-1
ANNUAL:	\$77,623.47
BI-WEEKLY:	\$ 2,985.52
HOURLY:	\$ 37.32

ADMINISTRATIVE LIEUTENANT

STEP/GRADE	PC2-1
ANNUAL:	\$81,937.50
BI-WEEKLY	\$ 3,151.44
HOURLY:	\$ 39.39



To: Mayor Schreiber & City Council
From: Ericka R. Savage, Assistant to the City Manager
Ralph A. Lange, City Manager
Stan Kirton, Department of Public Services
Date: June 12, 2014
RE: **Solid Waste Collection & Disposal Contract**

Office of the City Manager

REQUEST FOR LEGISLATION SUMMARY/BACKGROUND

The City has contracted with Waste Management for solid waste collection services since 2007 and the contract expires on September 20, 2014.

Pre-Bid Process

Prior to the bidding process staff conducted several meetings with Waste Management to explore the possibility of renewing the current contract. Several options were discussed over several meetings to reduce costs, but ultimately staff decided that it was in the best interests of the City to maintain current service levels.

Staff continued discussing price options with Waste Management related to the City's current service levels, but given the seven year time lapse, staff decided it was in the best interests of the City to test the market and issue a Request for Proposals (RFP).

RFP Process

The RFP document was drafted to mirror the City's current contract with Waste Management, with the following exceptions:

- **Contract Term:** the current contract term with Waste Management is seven (7) years. The RFP requested bids for a five (5) year contract and three (3) year contract.
- **Lump Sum Bids for Collection & Disposal:** currently the City's contract with Waste Management is itemized to factor in trash pickup, trash disposal quantity, per unit prices, trash disposal, and a fuel surcharge. The RFP was written to eliminate all of these variables and requested bidders to give one annual price for collection and disposal.
- **Alternative Bids:** the City requested bids for three alternatives
 - **Street Cans (annual)-** currently DPS is collecting waste from 56 downtown trash cans; the City also has a \$20,000 contract with the DDA to collect street cans
 - **Brown Waste w/ roll offs (per pull)-** the City has one 20-cubic yard roll off certified for brown waste; currently the City pays Waste Management \$520.92 per pull.

- **On Call Pick Ups (per hour)**- currently this service is included in the City's contract with Waste Management. On call pickups include waste materials cleaned from various sites (e.g. litter, abatement enforcement, storm related damage, etc...).

RFP Timeline

- RFPs were released on April 8, 2014
- Clarifying questions were due to the City by April 14, 2014
- Pre-proposal conference was held on April 21, 2014; 5 companies attended
- Proposals were due May 8, 2014 by 2:00 p.m.
- Three bids were received: Waste Management, Advanced Disposal, Republic Services
- Staff conducted interviews with each bidder on May 19, 2014
- Staff called references of the two lowest bidders beginning May 20, 2014

Bid Highlights

3 YEAR BID TOTALS	Waste Management	Advanced Disposal	Republic Services	CURRENT TOTALS
Collection & Disposal	\$1,615,862.00	\$1,390,000.00	\$1,309,640.14	\$638,847.74 per year* City has paid \$1,857,300.07 over past 3 years
Alternative 1: Street Cans (annual)	Included	Included	\$5,600 - \$5,884	Collected by DPS
Alternative 2: Brown Waste w/ Roll Off (per pull)	\$521 - \$547	\$229 - \$315	\$380 - \$400	\$520.92 per pull**
Alternative 3: On Call Pick Ups (hourly)	\$125 - \$132	\$100 - \$105	\$165 - \$173	Included in current contract
Other Highlights	Offered early contract termination; offered 96 gallon carts with 5 year option; Wayne County landfill	Offered compressed natural gas (CNG) trucks; Washtenaw County landfill; no cap on additional homes	Offered lowest price; Wayne County landfill	

* Projected collection and disposal costs for FY 2013-2014; FY 2012-2013 costs were \$613,121.74

** Projected roll off costs for FY 2013-2014 is approximately \$31,255.20; FY 2012-2013 costs were \$28,836.82

5 YEAR BID TOTALS	Waste Management	Advanced Disposal	Republic Services	CURRENT TOTALS
Collection & Disposal	\$2,721,327.00	\$2,376,000.00	\$2,180,994.47	\$638,847.74 per year* City has paid \$2,996,721.79 over past 5 years
Alternative 1: Street Cans (annual)	Included	Included	\$5,600 - \$6,182	Collected by DPS
Alternative 2: Brown Waste w/ Roll Off (per pull)	\$521 - \$586	\$229 - \$331	\$380 - \$420	\$520.92 per pull**
Alternative 3: On Call Pick Ups (hourly)	\$125 - \$142	\$100 - \$110	\$165 - \$182	Included in current contract
Other Highlights	Offered early contract termination; offered 96 gallon carts with 5 year option; Wayne County landfill	Offered compressed natural gas (CNG) trucks; Washtenaw County landfill; no cap on additional homes	Offered lowest price; Wayne County landfill	

* Projected collection and disposal costs for FY 2013-2014; FY 2012-2013 costs were \$613,121.74

** Projected roll off costs for FY 2013-2014 is approximately \$31,255.20; FY 2012-2013 costs were \$28,836.82

Selection Criteria & Evaluation Process

The RFP included four sets of criteria for staff to evaluate bidders on their cost and technical proposal:

- Experience/Strength of Operations & Customer Service
- Strength of Technical Proposal
- Cost Effectiveness of Financial Proposal
- Promotes Clean Environment & Energy Efficiency

The City also reserved the right to accept or reject any part or combination of the proposals.

When evaluating the bids, staff weighed Experience/Strength of Operations & Customer Service and Cost Effectiveness of Financial Proposal with greater weight than the other two criteria. The Department of Public Services (DPS) and citizens have been extremely pleased with the level of

service provided by Waste Management, so it was important to select a contractor capable of maintaining the same level of customer service.

Staff Recommendations

Collection & Disposal: based on the above-mentioned items, staff recommends that the City enter a five (5) year contract with Republic Services for solid waste collection and disposal, based on the RFP specifications, and to begin on or about September 20, 2014.

- ***Analysis:***

The past 5 years- the City has paid the current contractor approximately \$2,996,721.79 for collection & disposal services over the past 5 years. Republic Services is offering a five year contract of \$2,180,994.47, which is **\$815,727.32 less than the City's costs over the past 5 years.**

The next 5 years- for FY 2013-2014, the City is estimating that it will pay the current contractor \$638,847.74. When assuming no increase in this rate over the next five years, the City would pay the current contractor \$3,194,238.70. Republic Services is offering a five year contract that is **\$1,013,247.23 less than the City's current costs assumed over the next five years.**

Alternatives 2 and 3: Staff further recommends that the City accept Advance Disposal's bid for Alternatives 2 and 3.

- ***Alternative 2 Analysis (Brown Waste Roll Offs):*** the City currently averages 60 pulls per year at \$520.92 per pull. Costs projected for FY 2013-2014 are \$31,255.20. When assuming Advance Disposal's lowest price of \$229, the City will save approximately \$17,515.20 per year. When assuming Advance Disposal's highest price of \$331 per pull, the City will save approximately \$11,395.20 per year.
- ***Alternative 3 Analysis (On Call Pick Ups):*** Currently on call pickups are included in the City's contract with Waste Management. However, given the rarity of DPS using this service, it was in the City's best interests to separate it from collection and disposal in order to get the lowest prices possible for collection and disposal.

Alternative 1 (Street Cans): DPS will continue to collect street cans.

ATTACHMENTS: Resolution; RFP; Bid Summary Documents

RECOMMENDED ACTION: Approve entering a five (5) year contract with Republic Services for collection and disposal; approve entering a contract with Advance Disposal for Alternative Bids 2 and 3.

DATE RECEIVED: _____ AGENDA ITEM NO. _____
CITY MANAGER COMMENTS: _____
FOR AGENDA OF: _____ FINANCE DIR. APPROVAL _____
COUNCIL ACTION TAKEN: _____



June 17, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City has been under contract with Waste Management for solid waste collection since September 13, 2007; and

WHEREAS, this contract expires on September 19, 2014; and

WHEREAS, staff submitted a Request for Proposals for solid waste collection within the City on April 8, 2014; and

WHEREAS, three (3) bids were received on May 8, 2014 for 5 years of such service: Republic Services, \$2,180,994.47; Advanced Disposal, \$2,376,000.00; Waste Management, \$2,721,327.00; and

WHEREAS, this Request for Proposals included three alternative proposals: Alternative 1 – street cans in DDA twice a week, Alternative 2 – Roll-off with brown waste, Alternative 3 – On-call pickups; and

WHEREAS, the three bidders submitted the following bids for these alternatives: Alternative 1 – Republic \$29,437 over five years, Advanced included in base bid, Waste Management included in base bid; Alternative 2 (per pull over five years) – Republic \$380-\$420, Advanced \$229-\$331, Waste Management \$521-\$586; Alternative 3 (per hour over five years) – Republic \$165-\$182, Advanced \$100-\$110, Waste Management \$125-142; and

WHEREAS, the 5-year bid submitted by Republic for collection services best meets the project specifications and is in the best interest of the City; and

WHEREAS, the bid submitted by Advanced for Alternatives 2 and 3 best meets the project specifications and is in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council awards the 5-year bid for solid waste collection services to Republic Services, 18500 Allied Way, Phoenix, Arizona 85054; and

THAT the City Council awards the bid for Alternatives 2 and 3 to Advanced Disposal, 90 Fort Wade Road, Suite 200, Ponte Vedra Florida 32081, for 5 years; and

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

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Request for Proposals – Solid Waste Collection

PART 1: GENERAL INFORMATION AND PURPOSE

1.1 Scope of Services Being Solicited

The City of Ypsilanti (City) is issuing this Request for Proposals (RFP) in efforts to seek a qualified municipal solid waste hauler. The City will choose one hauler to provide for the collection of solid waste from all residential properties up to three units, municipally utilized dumpsters, a few small commercial pick-ups, and all other residential properties larger than three units that abide by the bag limits and terms delineated in this RFP (see Section 2.3 and Cost Proposal Worksheet).

The selected hauler will be responsible for the following items:

- (1) Having a solid waste disposal location
- (2) Providing and maintaining all labor, equipment, materials, tools, insurance, permits, supervision, and all items necessary to collect, deliver, and dispose/*process* the designated solid waste in accordance with all applicable local, state, and federal requirements

The initial collection contract is anticipated to begin on September 20, 2014. Prospective haulers must bid for a three year contract (through September 23, 2017) and a five year contract (through September 22, 2019).

The City may hold proposals for a period of 180 days from opening for the purpose of reviewing results and investigating qualifications of prospective haulers prior to making an award. The City also reserves the right to waive irregularities and accept or reject any or all proposals submitted.

1.2 Alternative Proposals

Prospective haulers may submit alternative proposals that include one or more of the following:

Alternative 1: Street cans (two days per week)

The selected hauler shall collect and deliver to the designated disposal and processing sites all materials collected from street cans located in areas referred to as Downtown (34 cans), Depot Town (16 cans), and College Town (6 cans), to be collected two days per week. The selected hauler shall itemize those services in the next regularly scheduled invoice and shall bill those services monthly.

Alternative 2: Roll-off with Brown Waste (per pull)

The selected hauler shall collect and deliver to the designated disposal and processing sites all materials collected from one 20-cubic yard roll-off dumpster that is certified for brown



Request for Proposals – Solid Waste Collection

waste (contaminated material, such as street sweepings). The selected hauler shall itemize those services in the next regularly scheduled invoice and shall bill those services per pull.

Alternative 3: On-Call Pick Ups (hourly rate)

The selected hauler shall collect and deliver to the designated disposal and processing sites all materials collected from “on-call” sites that the City must have cleaned up, which shall include collection of refuse from litter abatement enforcement (illegal dumping and evictions), storm related damage, and similar circumstances. Such “on-call” pickups shall be completed within 48 hours of written notice from the City, which may be provided by the City via mail, fax, or email. The selected hauler shall itemize those services in the next regularly scheduled invoice and shall bill those services in 15-minute increments based on the hourly rates proposed by the selected hauler.

On-call abatements requested by the City’s Building Department must be billed separately and mailed directly to the Building Department (City of Ypsilanti Building Department, 1 S. Huron Street, Ypsilanti, MI 48197).

1.3 Profile of Service Area

The City is a small, dense, urbanized community comprising 4.5 square miles, boasting a population of 19,435 persons and 9,271 housing units as of the 2010 U.S. Census. The City also has one of the highest density rates in Washtenaw County, averaging approximately 6.4 people per acre. Eastern Michigan University is the largest land owner in the City; as a result, a large proportion of the City’s residents are comprised of university students.



Request for Proposals – Solid Waste Collection

PART II: NON-NEGOTIABLE SERVICE ITEMS

2.1 Service Standards

The selected hauler shall provide complete service for all routes each day as scheduled. The selected hauler shall not commence collection in residential areas prior to 7:00 a.m. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited.

The selected hauler shall pick-up all blown, littered and broken materials occurring at the point of collection resulting for its collection and hauling operations. Each vehicle shall be equipped with a broom and shovel for use in cleaning up any spilled debris or material from city streets, sidewalks, or residential property when said spillage is caused by the selected hauler. The selected hauler shall exercise care in the handling of containers, making certain that containers are emptied completely, turned upside down, and placed in the margin. Care shall be taken to prevent damage to property, including lawns, shrubs, and other plants.

Adverse weather shall not be considered reason for not providing services unless approved by the City Manager or the designee.

The selected hauler shall assign a qualified person or persons to be in charge of its performance of this Contract and shall advise the City of such persons in advance and when changes occur.

All persons employed by the selected hauler shall be competent, skilled, and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude towards the public at all times. The selected hauler shall inform the City of all employee training programs related to customer relations, services, and safety issues.

At no time shall the selected hauler's employees solicit, request, or receive gratuities of any kind. The selected hauler shall direct its employees to avoid loud or profane language at all times during the performance of their duties. Any employee of the selected hauler who engages in misconduct, is incompetent or negligent in the proper performance of their duties, is dishonest, is disorderly, is intoxicated, or is discourteous shall be subject to discharge by the selected hauler.

The City may request the dismissal or removal of any employee of the selected hauler who violates the provisions hereto.

2.2 Customer Communications and Complaint Handling Procedure

The City will provide a phone listing for their administrative offices and that phone number will be published on all outreach materials to be sent to all residents regarding the program. All information requests and complaints and related inquiries will be recorded on a log.



Request for Proposals – Solid Waste Collection

The selected hauler's route supervisor will be required to contact the City on each collection day once at approximately 11:00 a.m. and once at approximately 2:00 p.m., Monday through Friday, so that all complaints recorded by the City on their log can be transmitted to the selected hauler's route supervisor onto a pre-approved complaint form and the Selected hauler's route supervisor can transmit any complaints or route status changes the Selected hauler is aware of to the City.

The route supervisor will have until the end of the day to resolve complaints, with a maximum time limit of 24 hours. The complaint form will be returned to the Public Services Director or designee the next day or before, with the "status" details filled in. Any complaint not closed out during the required period will be noted and reviewed by the City's Contract Administrator to determine if liquidated damages are appropriate.

The selected hauler's route supervisor will be required to visit the City at least once each week to check on the status of the customer communications and complaint handling procedure with each City.

2.3 Residential and Commercial Units

The selected hauler will be responsible for servicing all residential homes, up to three units (single family, two unit and three unit homes). The selected hauler shall also be responsible for serving commercial storefronts and residential properties larger than 3 units that abide by the bag limits and terms specified in the Agreement between the selected hauler and the City (see Section 2.23 and Cost Proposal Worksheet).

Prospective haulers will be responsible for determining the total number of serviceable units in the RFP.

The selected hauler will be required to submit reports to the City at least twice per year that include daily tonnage, types of materials collected, back door stops, etc... (see Section 2.25 for detailed Reporting Requirements).

2.4 Collection and Disposal of Solid Waste on Sunday

The collection and disposal of solid waste on Sundays shall not be allowed unless otherwise approved by the Director of the Department of Public Services or the designee. The selected hauler shall not utilize Sundays as a designated collection day in the Schedule of Operations.

2.5 Holidays

The selected hauler shall honor the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. The City shall be responsible for publicizing any changes in collection schedules due to observance of the above holidays.



Request for Proposals – Solid Waste Collection

2.6 Vehicles and Equipment

The selected hauler shall provide adequate and sufficient garages, shops, and yards to provide all-weather, year-round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment, and facilities used by the selected hauler shall be kept and maintained in sanitary condition and in good repair. Vehicles, equipment, and facilities shall be subject to inspection for safety, sanitation, repair, and appearance and subject to approval or rejection by the City at any time. Employees driving the selected hauler's vehicles shall have a valid operator's license of the State of Michigan and shall meet state and federal requirements concerning commercial licensing.

The selected hauler shall not use the City's name or other words or imply municipal ownership on stationary, vehicles, or equipment, except for a sign on vehicles designating that the selected hauler is an official City Contractor.

The selected hauler shall not use or permit any vehicle assigned to the performance of this contract to make any non-contract related collections unless approved by the Public Services Director or designee.

All vehicles and equipment used in collection and transportation of solid waste within the City shall be of sufficient size, capacity, and number to adequately and efficiently collect solid waste in accordance with the terms of this contract.

2.7 Basis and Method of Payment

The City shall pay the selected hauler for services rendered under the terms of the Contract. After completion of the work at month end, the City agrees to pay after receipt and approval of an itemized billing statement.

2.8 Mailings

The selected hauler will agree to help the City communicate any significant changes to solid waste collection that affects the residents of Ypsilanti by reimbursing the City for half of mailing costs and other outreach campaign materials, not to exceed \$1,500 per contract term.

2.9 Access

The selected hauler will not be required to pick up waste if a road becomes impassable and prohibits access to a residential unit from any direction on a roadway. The selected hauler, however, will be required to notify the City of this occurrence and will be required to pick up waste at the nearest public roadway or at a point of closure.



Request for Proposals – Solid Waste Collection

2.10 Private Driveways

The selected hauler shall not be required to enter private driveways. However, the owner of a residential unit may arrange for such service directly with the selected hauler (e.g., see Section 2.21). Any cost associated with providing such service is excluded from the contract and is a private matter between the owner of the residential unit and the selected hauler.

2.11 Service Area/Schedule

The City shall make available, via its website, a schedule for each service area, updated at least once per year, showing areas picked up on various days.

2.12 Hauling

All solid waste hauled by the selected hauler shall be contained, tied, or enclosed so that leaking, spilling, or blowing are prevented.

2.13 Storms and Other Disasters

In case of a storm or other disaster, the City may grant the selected hauler reasonable variance from regular schedules and routes. As soon as practicable after such a storm or disaster, the selected hauler shall advise the City of the estimated time required before regular schedules and routes can be resumed.

2.14 Additional Service

The City shall not be responsible to the selected hauler or customers for any additional services provided at the request of the customer by the selected hauler. The selected hauler shall not charge any customer for services provided the City under the terms of the contract.

2.15 Infrastructure Renovation/Streets Blocked by Construction

Periodically, major renovation is necessary to maintain the infrastructure of the City. This encompasses activities including replacing gas, water, and sewer lines; surfacing or resurfacing streets; and replacing wiring for telephone, electricity, or cable television.

If the City is notified in advance of these activities, the selected hauler will be notified. However, it is not uncommon for work to be initiated without prior notification. Alternate sanitation service must be provided during this period of disruption. No additional fees shall be payable for services provided under these conditions.

2.16 Residential Collection Services

The selected hauler shall be required to maintain a high level of solid waste collection services. Refuse shall be collected from all containers presently in use and in all forms presently used.



Request for Proposals – Solid Waste Collection

The selected hauler must collect and transport all refuse, rubbish, and debris which the resident may desire to have removed which the City has authorized the selected hauler to collect and transport for the price that is stipulated in the contract.

The current applicable ordinances of the City establish guidelines for transporting and disposing of solid waste, as well as vehicle operating requirements for waste haulers to adhere to. The selected hauler is responsible for understanding and maintaining compliance with the applicable ordinances. The City reserves the right to amend the applicable ordinances without affecting the rates to be paid to the selected hauler, providing the selected hauler's obligations are not materially altered.

2.17 Residential Refuse Collection

The selected hauler shall operate a community-wide curbside refuse collection and transportation system which shall result in the removal of all solid waste from all residential units located within the corporate limits of the City.

The selected hauler must collect all garbage and rubbish as defined in Section 86-1 of the Municipal Code Ordinances, excluding yard waste, and weighing no more than 50 lbs.

Residents will place refuse in refuse bags or watertight containers of substantial construction with tight fitting lids and lifting handles. Refuse placed in cardboard containers and paper bags shall be considered part of the refuse and shall be collected as part of residential solid waste collection.

The selected hauler shall exercise reasonable care and diligence in handling containers. The City will cooperate in requiring residents, apartments, and housing complexes to provide and maintain suitable containers and the selected hauler must exercise due care in preventing damage to containers, thereto, and shall return all containers to an upright position with the lids replaced thereon or adjacent thereto. In the event the selected hauler damages a container(s), the selected hauler shall be responsible for replacing said container(s) with one of equivalent value at the selected hauler's expense within 24 hours (excluding Saturdays and Sundays).

Generally, the selected hauler shall not be required to collect the contents of any container if the container and its contents weigh over 50 lbs. No single piece of refuse must be collected if it weighs over 50 lbs, except bulky items as hereinafter set forth.

2.18 Residential Set-Out Limits, Bag/Tag Options, Bulky Waste, Hauler Billing

The selected hauler must offer a tag system in addition for additional bagged refuse or additional bulky items. The City reserves the right to modify the can/bag limit on the housing units to be serviced and implement a bag/tag system for additional refuse and bulky items beyond the limits. The selected hauler agrees to only pick up bags, containers, or other household items that are within the can/bag limit or are properly tagged. The City agrees to purchase bag/tags supplied by the selected hauler and make them available to residents at the



Request for Proposals – Solid Waste Collection

Department of Public Services. The City will give the selected hauler 90 days notice before implementing changes to a new system.

As part of the proposed solid waste unit price and not as a separate pay items, the selected hauler shall pick up the allowed number of bulk items as provided for above as part of the refuse pick-up and shall deposit in the same truck or separate trucks if necessary, all bulky items up to allowed limits including but not limited to fixtures and furniture such as a couch, chair, mattress, box spring, dresser, storm door, window, toilet, sink, carpet or pad bundled to four foot in length and 1 foot in diameter, railroad ties and fence post or fence not exceeding 3' x 8' in dimension, and small quantities of building debris resulting from repair or remodeling personally done by the home occupant which is placed at the curb properly tied or bundled in length of not more than four feet.

Additionally, once a week per residential unit, the selected hauler shall collect recyclable metal bulky items up the allowed limit including, but not limited to, household appliances such as stoves, washers, dryers, water heaters, water softeners, and water tanks in a separate truck to be recycled and not, under any circumstances, to be landfilled. Generally, these household metal bulky items may also include small metal sheds, swimming pools, garage doors, fenders, hoods of cars, etc. This separate collection is required to be made on the same day as scheduled refuse collection.

The selected hauler shall not be required to collect engines, transmissions, rear axles, or bulky items resulting from the home occupant's personal repair or remodeling that exceed four feet in length. The selected hauler will not be required to pick up junk cars, large parts of cars, demolition materials or other material resulting from the repair or construction of buildings except as otherwise provided herein.

2.19 Bulky Items Containing Freon/CFC Removal

Once a month, the selected hauler shall collect freon-containing appliances, which may include refrigerators, freezers, air conditioners, and dehumidifiers. The selected hauler shall be responsible for complying with all applicable laws concerning the disposal or recycling of air conditioning and refrigeration equipment, including but not limited to the provisions of the Clean Air Act which prohibits the venting of refrigerants into the atmosphere. It shall be the selected hauler's responsibility to haul material and to ensure that freon-containing material that are not tagged are delivered to a designated facility for proper removal.

The City offers two locations as designated and pre-selected for drop-off of the recyclable metal bulk items and freon-containing appliances.

- The Charter Township of Ypsilanti Compost Center located on Clark Road
- The Washtenaw County drop-off station, located on the corner of Ellsworth and Platt with the entrance on Ellsworth



Request for Proposals – Solid Waste Collection

2.20 Christmas Trees

Discarded Christmas trees devoid of any ropes, lights, metal, plastic, or other hangers shall be collected separately or chipped as part of the regularly scheduled collection required by this RFP for all Christmas trees placed out for collection during Christmas week and the following three (3) weeks will be picked up by City staff. After the city collection service has ended, the selected hauler will treat these items as refuse and will collect them in their vehicles at no additional compensation. The selected hauler will provide one 40 cubic yard container to the city on an annual basis for trees that are contaminated for collection by city staff and disposal by the selected hauler at no additional cost.

2.21 Handicap/Back-Door Pickup

There may be residential units on the collection routes that are occupied by individuals who have been determined by the City to be unable to move refuse to the curb. These locations will require back-door service by the selected hauler as part of the regularly scheduled refuse collection and as part of the proposed solid waste unit price and not as a separate pay item.

2.22 Single-Family Attached Condominiums

The City may elect to include in its residential curbside stop count various single family and single family-like attached condominiums and apartments in residential and residential like areas. Should the City elect to do so, such stops shall be treated as residential stops described above and not as a separate pay item, with all the associated services and service limitations.

2.23 Small Commercial Properties and Residential Properties Larger than Three Units

The City may elect to include in its residential curbside stop count various small commercial locations in residential and residential like areas, and residential properties larger than three units. Should the City elect to do so, such stops shall be treated as residential stops described above and not as a separate pay item, with all the associated services and service limitations, except the selected hauler shall not be required to collect more than two cubic yards, or the equivalent thereof, at any single location.

2.24 Municipal Building Waste and Recycling Services

A list of additional waste services required for municipal buildings is included in the Cost Proposal worksheet. The selected hauler shall be responsible for the collection of all these containers; the rental and transportation of the contents of the dumpsters and/or curb-carts shall be included in the collection costs and not as a separate pay item. The City reserves the right, as it may deem necessary, to change the arrangements it has for the use of and locations for these containers and to request different containers and/or completely eliminate the need for these containers.



Request for Proposals – Solid Waste Collection

2.25 Reporting Requirements

A report must be supplied to the City at least twice a year, including but not limited to, daily tonnage landfilled, tonnage of the types of materials that is collected, bulky items containing freon, time and truck number of each delivery made to the disposal facility, number of units serviced, and the addresses of back door stops.

Reports must also include the scrap metal recycling facility to which it was delivered and the total amount received in payment for the material. The selected hauler will meet this requirement by submitting a record of weights delivered to the scrap metal recycling facility, by date, along with the revenues paid, provided by the scrap metal recycling facility. Any revenues associated with the recycling of the aforementioned bulky metal items shall remain the selected hauler's.



Request for Proposals – Solid Waste Collection

PART III: SUBMISSION

3.1 Issuing Office

This RFP is issued by the City. To maintain the integrity of this procurement, all correspondence or questions concerning this RFP must be submitted in writing (letter or email) to the Department of Public Services. Failure to do so may result in the disqualification of your proposal. Please address your questions to the following City representative:

Mr. Stan Kirton
Director
Department of Public Services
14 W. Forest Avenue
Ypsilanti, MI 48197
skirton@cityofypsilanti.com

Replies will be issued by addenda if there is a material change to the specification, posted on the City's website. Oral interpretations or clarifications will be without legal effect.

3.2 Proposals

To be considered, prospective haulers must attend the pre-proposal conference (see Section 3.6) and submit a complete response to this RFP in accordance with the submission requirements and forms. The Proposal Summary and Cost Proposal must be signed by an official authorized to bind the Vendor to their provisions. The RFP response must include a statement from the Vendor as to the period during which its proposal will remain in effect. This period must be at least 180 days from the due date of submission of the proposal.

No proposal will be permitted to be withdrawn after it has been submitted and opened, except as provided by law.

Vendors must respond to this RFP using the format and forms provided in the RFP. Failure to conform to the specifications will be considered non-responsive and may result in disqualification. Any deviation from the scope of work must be noted in this proposal.

3.3 Proposal Response Date

Sealed technical and cost proposals need to be received by ~~Monday, May 5~~ [SEE ADDENDUM BELOW], 2014, 2:00 p.m., Eastern Standard Time. Prospective haulers must submit three paper copies to the City Clerk's office at the following location:

City of Ypsilanti
City Clerk's Office, 1st Floor
1 South Huron Street
Ypsilanti, MI 48197



Request for Proposals – Solid Waste Collection

All proposals shall be clearly marked “**REQUEST FOR PROPOSALS TO PROVIDE SOLID WASTE**” along with the name and address of the prospective hauler. The proposal shall be accompanied by a proposal bond or certified check of \$5,000 (see Section 3.4) and any other required documents.

If the proposal is sent through the mail or by other delivery system, the sealed envelope shall be enclosed in a separate mail envelope marked “**PROPOSAL DOCUMENTS ENCLOSED**” on the face. Each prospective hauler assumes all risk in using the mail or any other delivery system, including, but not limited to, the risk that its proposal will not be delivered before the submission deadline.

Proposals may be modified or withdrawn by an appropriate document duly executed and delivered prior to the opening of the proposals. After the proposal opening, all proposals shall remain open for 180 days.

Late submittals will not be accepted. Failure to provide a proposal bond will result in disqualification. The City reserves the right to reject any and all proposals received or waive any informality.

3.4 Bond Requirements

Proposal Bond

All proposals must be accompanied by a proposal bond or certified check of \$5,000, satisfactory to the City. Such bond must be executed by a surety company authorized to do business in the State of Michigan, by certified check, or otherwise secured in a manner satisfactory to the City.

Performance Bond

The selected hauler must provide a performance bond equal to the price of the first contract year, satisfactory to the City. Such bond must be provided at the time the contract is executed.

3.5 Proposal Addenda

Prior to the submission date, the City reserves the right to revise or amend the RFP. Any changes made to the RFP will be numbered consecutively and be emailed out to all prospective haulers that received the original RFP. Each prospective hauler shall acknowledge the receipt of all addenda by executing the acknowledgement section included in the proposal form and submitting it with the proposal.

3.6 Pre-Proposal Conference

A mandatory pre-proposal conference to explain the project and answer any questions will be held at Ypsilanti City Hall (1 S. Huron Street, Ypsilanti, MI 48197) in the Council Chambers on



Request for Proposals – Solid Waste Collection

April 21, 2014 at 10:00am. Prospective haulers should submit clarifying questions to the City a week beforehand to guarantee a response during the pre-proposal conference. Prospective haulers may ask questions during the conference; however, the City will not be held responsible if they are unable to provide an answer within the limited timeframe.

Failure to have an agent or representative attend the pre-conference meeting will result in disqualification.

3.7 Incurring Costs

The City is not liable for any costs incurred by prospective haulers prior to the signing of a contract.

3.8 Contract Award

Contract negotiations will be undertaken with the prospective hauler whose proposal show them, in the subject opinion of the City, to the most qualified, responsible, and capable of implementing the project at a reasonable cost. The contract agreements entered into will be that which are most advantageous to City.

3.9 Vendor's Liability and Non-Discrimination

The selected hauler will provide and maintain public liability, property damage, motor vehicle liability and workers' compensation insurance insuring, as they may appear, the interest of all parties to any agreement that results from this RFP. The selected hauler is responsible for insuring that all precautions are exercised at all times for the protection of all persons and property. The selected hauler shall secure all necessary certificates and permits from municipal or other public authorities and comply with all national, State, and municipal laws, ordinances and regulations as may be required.

It is the policy of the City to provide fair and reasonable opportunities for participation. During the performance of the agreement, the selected hauler will not discriminate against any 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, sexual orientation, height, weight, marital status or because a handicap that is unrelated to the person's ability to perform the duties of the nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. The selected hauler also agrees to comply with all applicable federal, state and local laws in the conduct of work. A breach of this covenant shall be regarded as a material breach of this contract.

The selected hauler will be responsible for full compliance with the Living Wage Ordinance of the City and Section 2.298(8) of the City of Ypsilanti Code of Ordinances.



Request for Proposals – Solid Waste Collection

3.10 Disclaimer

The issuance of this RFP, selection of a hauler, approval of contractual agreements, or completion of the project does not in any way assure or imply any kind of legal preference in contested cases before a legislative, judicial, or regulatory body.

3.11 Disclosure

All supporting documentation shall become the property of the City unless requested otherwise at the time of submission. The Michigan Freedom of Information Act requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act. Therefore, confidentiality of information submitted in response to this RFP is not assured.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

3.12 Rejection Rights

The City reserves the right to reject any or all proposals. Proposals may be rejected in the case of omission, alteration of forms, additions or conditions not call for, unauthorized alternate proposals, incomplete proposals, erasures, or irregularities of any kind.

3.13 Acceptance and Rejection of Proposals

The City reserves the right to reject any or all proposals, to waive any informality in the proposal received and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City.

3.14 Interpretation, Corrections and Changes

All questions and/or requests for clarification shall be in writing. Furthermore, no oral interpretation, instruction, or information concerning the RFP given by any employee or agent of the City shall be binding. The City will not be responsible for any explanation or interpretation of the RFP unless it is in accordance with the written procedure.

3.15 Compliance

All prospective haulers shall inform themselves and comply with all pertinent City regulations and ordinances, State and Federal laws, licenses and tax liability which may in any manner affect their proposals and execution of the work.



Request for Proposals – Solid Waste Collection

3.16 Local Conditions

While a brief description of the City is provided, prospective haulers will be responsible for informing themselves of the local conditions of the City. In other words, prospective haulers should visit the contract area and completely inform themselves of relative traffic congestion, types of housing, population density, collection procedures, required labor, and other conditions and factors, local and otherwise, which would affect execution and completion of the work at the prices proposed. Such considerations shall include the arrangement and condition of existing structures and facilities, the availability and cost of labor and fuel, facilities for transportation, and handling and storage of materials and equipment. Normal development and/or redevelopment including all types of road construction must also be considered. Since there shall be no subsequent financial adjustment in any proposal, it is advisable that all such factors be properly investigated and considered in the preparation of the proposal.

3.17 News Releases

News releases pertaining to this RFP or the service to which it relates will not be made without prior approval from the City and then only in coordination with the Department of Public Services and the City Manager's Office.

3.18 Hold Harmless

To the fullest extent permitted by law, the selected hauler agrees to defend, pay in behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers, and others working in behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith and for any damages which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working in behalf of the City by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

3.19 Commercial Drivers Licenses

All drivers and operators of collection vehicles shall be licensed appropriately by the State of Michigan for operating those vehicles.

3.20 Dispute Resolution

The successful contractor must recognize that it is in the benefit of the parties that the contractual relationship exists harmoniously. To the extent it is possible, disputes arising out of the agreement are to be resolved through discussions and negotiations by the parties.



Request for Proposals – Solid Waste Collection

3.21 Arbitration

The successful hauler must agree to submit to arbitration for all claims, counterclaims, disputes, and other matters in question arising out of or relating to this agreement or the breach thereof. The selected hauler's agreement to arbitrate shall be specifically enforceable under the prevailing law of any count having jurisdiction to hear such matters. The selected hauler's obligation to submit to such arbitration shall be subject to the following provisions:

- Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be 14 days from the date the party demanding the arbitration knows or should have known the facts giving rise to the claim, dispute, or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
- Within 14 days from the date demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person and the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
- The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
- The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

3.22 Insurance Requirements

The selected hauler shall not commence work under this contract until evidence of the required insurance has been procured and provided as detailed under this section. All coverages shall be placed with companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carries acceptable to the City. A new certificate of insurance shall be provided to the City each year at the time of policy renewal.

The selected hauler shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the selected hauler to maintain the required insurance shall be grounds for contract cancellation.

The selected hauler shall maintain the following insurance coverages for the duration of the contract:

- **Workers' Compensation Insurance:** The selected hauler shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation Insurance must be accompanied by an endorsement stating that



Request for Proposals – Solid Waste Collection

the selected hauler understands and agrees that 60 days advance written notice of cancellation, non-renewable, reduction or material change in the insurance shall be sent to the address on file for the City of Ypsilanti.

- **Commercial General Liability Insurance:** The selected hauler shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence for personal injury, bodily injury and property damage. Coverage shall include the following extensions: Contractual liability, products and completed operations liability, independent contractors coverage, broad form general liability extensions or equivalent, deletion of all explosion, collapse and underground exclusions, if applicable. The Commercial General Liability Insurance shall include an endorsement stating that all elected and appointed officials, including employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, of the City of Ypsilanti will be additional insureds. The coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether other available coverage be primary, contributing or excess. Commercial General Liability Insurance must be accompanied by an endorsement stating that the selected hauler understands and agrees that 60 days advance written notice of cancellation, non-renewable, reduction or material change in the insurance shall be sent to the address on file for the City of Ypsilanti.
- **Motor Vehicle Liability:** The selected hauler shall procure and maintain, during the life of this contract, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$5,000,000 per occurrence combined with single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The Motor Vehicle Liability Insurance shall include an endorsement stating that all elected and appointed officials, including employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, of the City of Ypsilanti will be additional insureds. The coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether other available coverage be primary, contributing or excess. Motor Vehicle Liability Insurance must be accompanied by an endorsement stating that the selected hauler understands and agrees that 60 days advance written notice of cancellation, non-renewable, reduction or material change in the insurance shall be sent to the address on file for the City of Ypsilanti.

3.22 Miscellaneous Terms and Conditions

By submitting a bid under this Request for Proposals, the prospective contractor acknowledges and certifies that:

1. This Request for Proposals and all related documents, and all matter arising out of or relating to this Request for Proposals, are governed by, and construed in accordance with, the laws of the State of Michigan without regard to its conflict of laws



Request for Proposals – Solid Waste Collection

provisions to the extent that those principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan.

2. Both the City and the prospective contractor irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any party in any way arising from or relating to this Request for Proposals in any forum other than the courts of the State of Michigan sitting in the County of Washtenaw and any applicable Michigan appellate court. Both the City and the prospective contractor irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agree to bring any such action, litigation, or proceeding only in those courts.
3. Except in amounts less than \$20 million, the prospective contractor, its successor, its parent company, or any of its subsidiaries or subunits does not engage in the practice of committing or contributing funds or property, extending credit, or contract for goods or services to develop petroleum resources, natural gas resources, or nuclear power in Iran.



Request for Proposals – Solid Waste Collection

PART IV: PROPOSAL EVALUATION TIMELINE AND SELECTION PROCESS

4.1 Estimated RFP Timeline

The following is an *estimated* timeline for reviewing proposals and selecting a hauler:

- RFP is released – April 8, 2014
- Clarifying questions are due to the City – April 14, 2014
- City releases answers to clarifying questions/Pre-proposal Conference – April 21, 2014
- Proposals are due – ~~May 5, 2014~~ by 2:00 p.m. [SEE ADDENDUM BELOW]
- City recommends hauler for City Council consideration – May 14, 2014
- Consideration by City Council – May 20, 2014
- Begin Contracted Operations – September 20, 2014

4.2 Acceptance of Proposal Content

The contents of the proposal of the selected hauler will become contractual obligations with the proposals attached by reference to the final contract documents. Failure of the selected hauler to accept these obligations may result in the cancellation of the award.

4.3 Interviews/Oral Presentation

One or more oral presentations to the City may be required prior to award of this contract. Selected haulers will be notified in writing if oral presentations are to be scheduled.

4.4 Vendor Exceptions to the RFP and Contract Requirements

All aspects of the RFP and the contract terms contained in it are binding to the selected hauler and its proposal. Prospective haulers must call out any desired exceptions to the specific requirements of the RFP and the contract terms in their Proposal at the time of their submittal so that the request can be considered in the selection process. These exceptions are required to be noted in the proposal (see Part 5.3 and Attachment E). The City will not be obligated to consider any requests for exceptions to specific requirements of the RFP and the proposed contracts made by the selected hauler after the due date for the proposals.

4.5 Exclusionary Criteria and Proposal Elimination

Submitted proposals will be subjected to the following listed exclusionary criteria. Those proposals failing to meet any or all of these criteria will be excluded from further consideration.

- Submitted after deadline for proposals
- Did not provide all required information or required number of copies
- No signature on binding cover letter
- Failure to attend pre-proposal conference
- Proposal bond or certified check not provided with proposal



Request for Proposals – Solid Waste Collection

4.6 Evaluation Criteria and Contractor Selection

Proposals not excluded will then receive a separate and more comprehensive evaluation of their complete Technical and Cost proposal. The City has a strong interest in selecting a hauler that not only presents a cost effective proposal, but one that demonstrates high quality. The criteria described below will inform the evaluation and scoring process. The criteria to be considered include:

- Experience/Strength of Operations & Customer Service
- Strength of Technical Proposal
- Cost Effectiveness of Financial Proposal
- Promotes clean environment & energy efficiency

4.7 Experience/Strength of Operations & Customer Service Criteria and Contractor Selection

The City will consider the experience and strength of operation aspects of each prospective hauler's proposed services, with an emphasis on exemplary customer service. The experience and strength of operations of each will be evaluated in terms of demonstrated performance to determine the relative ability of each prospective hauler to implement the program elements described in this RFP. The City is seeking to identify a hauler with demonstrated commitment to high performance and quality management. All proposals will be evaluated by criteria that will include but are not limited to:

- Implementation and administration of solid waste collection systems for single family and multiple family, including equipment selection and route design
- Demonstrated expertise in implementing customer service programs, including the development and use of complaint handling procedures, performance measures, and benchmarking
- Previous experience in successfully designing and implementing transition plans from subscription collection service as required for program startup
- Demonstrated expertise in using data management systems to assure accurate data collection, analysis, and regular reporting to the public agency
- References

Each prospective hauler's experience and strength of operations will be evaluated based on the information provided in each proposal. The City requests that each prospective hauler complete the References form located in the Technical Proposal.

4.8 Technical Criteria and Contractor Selection

The City will consider the technical aspects of each prospective hauler's proposed services to determine if the prospective hauler can meet the proposed performance specifications and



Request for Proposals – Solid Waste Collection

criteria on a long-term basis. All proposals will be evaluated by criteria that will include but are not limited to:

- Capabilities and structure of project management team, relationships between management team and corporate management, and internal controls
- Review of performance of services similar to those proposed by the prospective hauler
- Review of the prospective hauler's detailed technical operations and equipment plans confirm the performance predictions as represented in the proposal
- Ability to meet implementation schedule and the soundness of the plan for transition to operations as described in the proposal
- Commitment to equal employment opportunity
- Commitment to employee and public safety

4.9 Financial Criteria and Contractor Selection

In evaluating cost structures submitted by prospective haulers, the City will compile and analyze the financial and performance inputs provided in each Cost Proposal. The City will consider the prospective hauler's proposed direct cost for providing the services requested along with a balance of system costs and external costs in determining which prospective hauler best meets the financial need of the City. All proposals will be evaluated by criteria that will include but are not limited to:

- The financing capacity and strength of the prospective hauler will be considered, especially the entity's ability to make needed start-up investments in equipment
- Verification that the proposed costs are consistent with the activities described in the proposal and the prospective hauler's operations and maintenance plans
- The unit costs quoted by the prospective hauler for each service type
- Appropriateness of the basis for unit cost escalation
- Financial sensitivity to changes in service

4.10 Energy-Efficiency Criteria and Contractor Selection

The City will give preference to prospective haulers who identify, recommend, and use as many environmentally responsible practices as possible and feasible to the benefit of the City and its residents. These practices should include, but are not limited to:

- Investment in cleaner technologies, materials and equipment to reduce air pollution
- Dual fuel equipment
- Energy use and conservation practices
- Use of renewable resources

4.11 Rejection of Proposals

The City reserves the right to reject any and all proposals and to waive any defect which does not materially alter the specifications or the services to be provided. The City does not intend to



Request for Proposals – Solid Waste Collection

necessarily award a contract solely on the basis of any response made to this request or on the basis of the evaluation and ranking of proposals submitted pursuant to this request.

4.12 Independent Price Determination

By submission of a proposal, the prospective hauler is required to certify and in the case of a joint proposal, each party is required to certify as to its own organization, that in connection with this proposal:

- The costs in the proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such costs with any prospective hauler or with any competitor
- Unless otherwise required by law, the costs, which have been quoted in the proposal, have not been knowingly disclosed by the prospective hauler and will not knowingly be disclosed by the prospective hauler prior to the award directly or indirectly to any other prospective hauler or to any other competitor



Request for Proposals – Solid Waste Collection

PART V: SUBMISSION REQUIREMENTS

Prospective haulers will submit a proposal package consisting of six sections. The six sections are:

- Section 1: Proposal Summary
- Section 2: Solid Waste Disposal Services Technical Proposal
- Section 3: Solid Waste Disposal Services Cost Proposal
- Section 4: Solid Waste Collection Services Proposal
- Section 5: Financial Qualifications
- Section 6: Litigation History

Prospective haulers are also required to submit a proposal bond of \$5,000 (see Section 3.4).

5.1 Proposal Summary Explanation

The Proposal Summary section is intended to serve as the document which proposal evaluators can use to quickly understand technical, business, and cost aspects of the proposal. The items listed in the following subsections are required elements of the Proposal Summary.

- **Proposal Authorization Signature:** The Transmittal/Certification letter must be signed by an officer of the proposing organization empowered to sign a document that commits the prospective hauler to the obligations in the proposal (Attachment A).
- **Introduction to Proposal:** Proposers should provide an overview of their proposal, including a brief summary of the prospective hauler, their services, corporate ownership, resources, track record, and ability to meet the needs of the City as expressed in this RFP.

5.2 Solid Waste Disposal Services Technical Proposal

The Technical Proposal is intended to serve as the document which proposal evaluators can use to quickly assimilate all technical and business aspects of the proposal. The items listed in the following subsections are required elements of the Technical Proposal. A proposal checklist and required forms are contained in the attachment to this RFP.

- **Prospective Hauler's Statement of Organization:** Complete the Statement of Organization form provided in the attachment to this RFP (Attachment B). It is a required form that must be completed as part of the Proposal. The questions that are not applicable should be included and marked "Not Applicable." The purpose of the form is not intended in any way to limit the type, quality, or quantity of data and information supplied by the prospective hauler. Attach additional sheets if more space is required. If the form is not completed in full, it may result in disqualification.
- **Prospective Hauler's Staffing:** To inform the City's decision, please include in the technical proposal the items listed below with regards to the prospective hauler's staff. These items are required and intended to show the prospective hauler's staffing



Request for Proposals – Solid Waste Collection

structure and management credentials; it must be completed as part of the Proposal. The questions that are not applicable should be included and marked "Not Applicable." The purpose of the form is not intended in any way to limit the type, quality, or quantity of data and information supplied by the prospective hauler. Attach additional sheets if more space is required. If the required information is not provided, it may result in disqualification.

- Organizational Chart: Attach an organizational chart, showing staff by position, making sure to include the number, organizational responsibilities, and qualifications required of each staff person.
 - Professional/Management Staff Resumes: For professional or management staff that will be responsible for providing services, provide a resume indicating the individual's areas of expertise and experience.
- **Equipment Plan and Collection Vehicles:** The Equipment Plan shall include completed forms that are provided under the attachments to this RFP (Attachment C). These forms are required, showing the prospective hauler's proposed collection equipment, all of which must be completed as part of the Proposal. The questions that are not applicable should be included but marked "Not Applicable." The purpose of these forms is not intended in any way to limit the type, quality, or quantity of data and information supplied by the prospective hauler. Attach additional sheets if more space is required. An incomplete Equipment Plan may result in disqualification.

5.3 Solid Waste Disposal Services Cost Proposal

Each prospective hauler shall submit a Cost Proposal that includes all cost information as identified and described below. A proposal checklist and required forms are contained in the attachments to this RFP.

- **Cost Proposal Signature Page:** The Collection Cost Proposal Signature Page must be signed by an officer of the proposing organization empowered to sign a document that commits the prospective hauler to the price quotes stated in the collection cost proposals (Attachment D).
- **Cost Proposal:** The Collection Cost Proposal must be filled out in full in order to have the cost proposals in the evaluation process. Price quotes are per year unless specified otherwise in the form (Excel Spreadsheets – 3 Year Cost Proposal Worksheet and 5 Year Cost Proposal Worksheet). All prices quoted are for services as described in this RFP unless the prospective hauler submits specific exceptions using the procedure highlighted in Attachment E. Please note the following:
 - Prospective haulers have the option to include alternative proposals
 - All prospective haulers will be required to indicate in the cost proposal their designated disposal site. Prospective haulers that choose a disposal site located in Washtenaw County will be given additional preference points by the City when evaluating bids. For reference, Resolution 92-48 of March 2, 1992.
- **Exceptions to Agreement (if applicable):** Follow the instructions in Attachment E of this RFP if the prospective hauler intends to take any exceptions to the program specifications set forth in the RFP documents. However, prospective haulers are to



Request for Proposals – Solid Waste Collection

prepare the Cost Proposal based on the program specifications set forth in the RFP documents without considering any exceptions that may be set forth on this form.

- **Acknowledgement of Receipt of Addenda (if applicable):** If the City releases an addenda to this RFP, the prospective hauler will be required to sign Attachment F, acknowledging the receipt of the addenda to this RFP.

5.4 Solid Waste Collection Services Proposal

Prospective haulers should provide a condensed description of the proposed collection services. The description should be complete from the point of central operations and beginning of day vehicle staging (route assignments, preventative maintenance, etc.) through to route operation (e.g. driver route sheets, base to vehicle communication, safety procedures, etc.) and to final end-of-day shut down procedures. The City will place significant emphasis on the proposed work plan during the evaluation process. At a minimum, the prospective hauler should include the following items listed below in the work plan.

- **Transition Plan:** A detailed plan specifying implementation schedules and tasks, including but not limited to: Equipment acquisition plan, how the prospective hauler will begin new collection services, customer service program, distribution of containers. In developing the transition plan, prospective haulers should consider that the City strongly seeks to reduce disruption to customers during the transition period and minimize change in collection days.
- **Customer Service Plan:** A detailed plan that specifies customer service operations, including but not limited to: Customer communications program, customer inquiry/complaint processing systems, ongoing distribution procedures for additional containers.
- **Collection Operations Plan:** A detailed plan that presents the specific collection programs that will be implemented, including but not limited to: Vehicle and container maintenance program, including response/replacement/repair times for vehicles on route, staffing requirements, including physical and substance abuse testing requirements, office and operations yard location, overlap of equipment, staff, offices, cleaning and maintenance facilities, etc., the number of vehicle passes per account, the method of collection, hazardous waste management protocol, health and safety management procedures, additional material that the prospective hauler feels is required to ensure a smooth transition and superior program performance.

5.5 Financial Qualifications

Prospective haulers must provide a description of relevant Financial Qualifications as described below. The City will make the best effort to maintain total confidentiality of the prospective hauler's financial information but cannot make that guarantee. A prospective hauler that submits financial information that asks to have information treated as confidential should submit a statement justifying the request, cross reference it in the proposal and label such confidential information as a separate attachment, clearly identifying it as confidential. At all



Request for Proposals – Solid Waste Collection

times, the City will comply with the provisions of the Michigan Freedom of Information Act as required by state law. The following information listed below must be included.

- **Financial Statements:** The prospective hauler's summary financial statements for the past three years. These statements must include, at a minimum, statements of financial position and changes in financial position.
- **Parent Company Financial Statements (if applicable):** If the entity that will sign the Agreement has a parent company or is proposing a joint venture, the parent company or joint venture company(ies) must also provide financial statements for the most recent three fiscal years. The parent company must provide a statement indicating its intent and means to provide financial assurance of performance.
- **Proof of Financial Capability and Viability (if applicable):** If the entity that will sign the Agreement has been in existence less than three years, the prospective hauler must provide sufficient financial data to substantiate, to the satisfaction of the City, the prospective hauler's financial capability and viability of the entity.
- **No Change in Financial Circumstances:** In addition to the financial statements, the prospective hauler must provide a statement from the Chief Financial Officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent company or owners if they are providing financial assurance of performance) since the data of the last audited financial statements.
- **Equipment Financing:** Financing of the services and equipment will be the sole responsibility of the selected hauler. Proposer must demonstrate that it can provide the required financing from either internally generated funds or commitments from external sources.
- **Firm Structure:** Disclose any changes or contemplated changes in the structure of the firm (e.g. mergers, spin-offs and acquisitions) that may impact its financial condition

The City reserves the right to require submission by prospective haulers, at no cost to the City, of certified audited financial statements, and/or an opinion by a Certified Public Accountant with regard to the financial status of the prospective hauler, including ownership of, or interest in, equipment and facilities prior to award of an Agreement.

5.6 Litigation History

- **Litigation Summary:** The prospective hauler must provide a history for the last five years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving \$100,000 or more and all criminal legal actions in which the company, its parent company, subsidiaries, all partners or principals were involved. For each case, the selection hauler must provide the items listed below.
 - The name of the claim, arbitration, litigation, or action
 - The amount at issue or the criminal charges alleged
 - The status or final disposition of the case
- **Current or Threatened Legal Actions:** The prospective hauler must also provide details of any current or threatened legal actions in Michigan against the prospective hauler or its parent company, subsidiaries, all partners, principals, or joint venture



Request for Proposals – Solid Waste Collection

company(ies) by a governmental entity contracting with the prospective hauler or its parent company for services relating to solid waste management, or against such a government entity by the prospective hauler or its parent company or joint venture company(ies). For each action, the prospective hauler must provide the items listed below.

- The name of the action and the court in which the action is pending
 - The action number and the amount at issue
- **Enforcement Actions:** The prospective hauler shall provide a list of all enforcement actions taken against it during the last five years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Michigan Department of Environmental Quality or a local enforcement agency. For each action, the prospective hauler must provide the items listed below.
 - Name of the regulatory agency that took the enforcing action
 - Date of the enforcement action

The prospective hauler shall also inform the City if it has had a permit, franchise, license, entitlements, or business licenses that have been revoked or suspended in the last five years.

The prospective hauler must also list any claims against a proposal, bid, or performance bond and the results or any contractual defaults or termination over the last five years.



Request for Proposals – Solid Waste Collection

Submission Forms

5.1 Attachment A: Transmittal/Certification Letter

1. Company Name of Bidding Contractor:
2. Address:
3. City/State/Zip:
4. Phone:
5. Fax:
6. Email:

As the authorized representative of the bidding contractor named above, I hereby declare familiarity with the location and the proposed scope of services and conditions under which it must be performed, that these specifications have been carefully examined and are understood and accepted as adequate for the purpose, and that I agree to contract with the City of Ypsilanti to perform all specified tasks and agree to furnish all labor, materials, tools, equipment, utilities, transportation and supervision necessary to perform and complete the task in a satisfactory manner unless specified otherwise in the Request for Proposal, if I am chosen as the selected contractor. I understand that the contents of this technical and cost proposal will become contractual obligations if the City of Ypsilanti selects this as the winning bid. I also understand that failure to accept these obligations may result in the cancellation of the award.

Signature: _____

Name (Printed): _____

Date: _____



Request for Proposals – Solid Waste Collection

5.2 Attachment B: Prospective Hauler's Statement of Organization

1. Full Name of Proposer
2. Principal Business Address
3. Principal Contact Person(s)
4. Form of Business Concern (Corporation, Partnership, Joint Venture, etc.)
5. If a corporation, state and date of incorporation
6. If a joint venture or partnership, provide date of agreement
7. Provide names of partners or officers as appropriate and indicate if individual has the ability to sign in the name of the prospective hauler. Please provide an address and title along with proof of the ability of the individual to legally bind the prospective hauler
8. Provide a list of all firms participating in this project (including prime contractors, subcontractors, operators, major equipment suppliers, etc.)
9. Outline specific areas of responsibility for each firm listed in Question #8
10. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities

Request for Proposals – Solid Waste Collection



11. If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the parent firms and the relationships



Request for Proposals – Solid Waste Collection

5.2 Attachment C: Equipment Plan and Collection Vehicles

Residential Garbage Collection Vehicles

1. Indicate manufacturer and model of:
 - a. Cab and Chassis
 - i. Does it include a walk-in cab?
 - ii. Does it include dual drive?
 - b. Body
 - i. Specify the rated capacity (cubic yards)
 - ii. Specify the practical or net capacity (cubic yards)
 - iii. Specify the number of bins/compartments and total cubic yards
 - iv. Specify the expected material density fully loaded (lbs per cubic yard)
 - v. Specify the type of body loading (front, rear, side load, etc.)
 - vi. Specify the direction and type of unloading (rear hoist, rear extrusion, side, etc.)
 - vii. Specify the overall height when roof of body is open (inches)
2. Indicate number of vehicles:
 - a. Currently Owned
 - b. Planned for Purchase
3. Will the Vehicles be Owned, Leased or other?
4. Indicate the rate of fuel usage (miles per gallon)
5. Any plans to use alternative fuels in the future? Indicate the details and potential timeline if this applies.

Commercial Garbage Collection Vehicles

1. Indicate manufacturer and model of:
 - a. Cab and Chassis
 - i. Does it include a walk-in cab?
 - ii. Does it include dual drive?
 - b. Body
 - i. Specify the rated capacity (cubic yards)
 - ii. Specify the practical or net capacity (cubic yards)
 - iii. Specify the number of bins/compartments and total cubic yards
 - iv. Specify the expected material density fully loaded (lbs per cubic yard)
 - v. Specify the type of body loading (front, rear, side load, etc.)
 - vi. Specify the direction and type of unloading (rear hoist, rear extrusion, side, etc.)
 - vii. Specify the overall height when roof of body is open (inches)
2. Indicate number of vehicles:



Request for Proposals – Solid Waste Collection

- a. Currently Owned
 - b. Planned for Purchase
3. Will the Vehicles be Owned, Leased or other?
4. Indicate the rate of fuel usage (miles per gallon)
5. Any plans to use alternative fuels in the future? Indicate the details and potential timeline if this applies.



Request for Proposals – Solid Waste Collection

5.3 Attachment D: Collection Cost Proposal Form Signature Page

1. Company Name:
2. Address:
3. City/State/Zip:
4. Phone:
5. Fax:
6. Email:

The undersigned has examined the complete Request for Proposal and its requirements contained in this solicitation and is submitting the following Cost Proposal Form in full compliance with those requirements, including the Independent Price Determination requirements defined in this proposal. Furthermore, the undersigned states that this price quote is submitted in full compliance with the provisions of the RFP to which this Cost Proposal is a response.

Signature: _____

Name (Printed): _____

Date: _____



Request for Proposals – Solid Waste Collection

5.3 Attachment E: Exceptions to RFP Specifications and Service Agreement

Proposers are to prepare the Cost Proposal forms based on the program specifications set forth in the RFP documents without considering any exceptions that may be set forth on this form.

In the event the prospective hauler takes exception to the RFP specifications, they may set forth their exceptions in the following manner:

1. The exceptions are to be presented on a paper whose pages are titled, "Exceptions to the Agreement."
2. Each exception must be presented separately by stating the specific exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the prospective hauler in this RFP, that would take place if the exception was accepted by the City.
3. The exceptions must be followed with the following language without exception.

"Except as set forth above, the prospective hauler is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached agreement. The prospective hauler assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the agreement under whatever circumstances may develop other than as herein provided."

4. Each exception must be signed by an individual authorized to commit the prospective hauler's firm to the agreement in the manner set forth below. Please include a signature, printed full name, title and date.

Pick up for all residential properties (up to 3 units), commercial storefronts, and all other larger residential properties that abide by the bag and bulky item limits

3-32 gallon bags/1 bulky item per week (single unit)

6-32 gallon bags/2 bulky items per week (double unit)

9-32 gallon bags/3 bulky items per week (triple unit and all larger units within these limits)

Provide and service four 3-cubic yard, wheeled, movable dumpsters that fit the enclosure for municipal buildings

Provide and service one 6-cubic yard dumpsters for municipal buildings



Request for Proposals – Solid Waste Collection

5.3 Attachment F: Acknowledgement of Receipt of Addenda

1. Company Name:
2. Address:
3. City/State/Zip:
4. Phone:
5. Fax:
6. Email:

The undersigned acknowledges receipt of the Addenda from the City of Ypsilanti, sent via email, after the release of the RFP on April 8, 2014.

Signature: _____

Name (Printed): _____

Date: _____



Request for Proposals – Solid Waste Collection

ADDENDUM

The City of Ypsilanti issued this Request for Proposal (RFP) for Solid Waste Collection on April 8, 2014. Bids were originally due on May 5, 2014. Bids will now be accepted through Thursday, May 8, 2014 at 2:00 p.m. Bids must be submitted to the City Clerk's Office at 1 S. Huron St., Ypsilanti, MI, 48197.

This addendum was verbally communicated to prospective haulers at the mandatory pre-bid conference on April 21, 2014. It will also be published on <http://www.mitn.info/>, www.cityofypsilanti.com and in the Ypsilanti Courier.

April 22, 2014

5 YEAR BIDS SUMMARY								
Company	Year	Collection	Alt. #1	Alt. #2	Alt. #3	Collection + Alt. #1	5 Year Total (Collection Only)	5 Year Total (Collection + Alt. #1)
Republic	2014-15	\$ 414,927.36	\$ 5,600.00	\$ 380.00	\$ 165.00	\$ 420,527.36		
Republic	2015-16	\$ 425,300.54	\$ 5,740.00	\$ 390.00	\$ 169.13	\$ 431,040.54		
Republic	2016-17	\$ 435,933.05	\$ 5,884.00	\$ 400.00	\$ 173.36	\$ 441,817.05		
Republic	2017-18	\$ 446,831.37	\$ 6,031.00	\$ 410.00	\$ 177.94	\$ 452,862.37		
Republic	2018-19	\$ 458,002.15	\$ 6,182.00	\$ 420.00	\$ 182.39	\$ 464,184.15	\$ 2,180,994.47	\$ 2,210,431.47
Advanced	2014-15	\$ 452,000.00		\$ 229.00	\$ 100.00	\$ 452,000.00		
Advanced	2015-16	\$ 463,000.00		\$ 307.00	\$ 102.00	\$ 463,000.00		
Advanced	2016-17	\$ 475,000.00		\$ 315.00	\$ 105.00	\$ 475,000.00		
Advanced	2017-18	\$ 487,000.00		\$ 323.00	\$ 108.00	\$ 487,000.00		
Advanced	2018-19	\$ 499,000.00		\$ 331.00	\$ 111.00	\$ 499,000.00	\$ 2,376,000.00	\$ 2,376,000.00
Waste Management	2014-15	\$ 514,577.00		\$ 521.00	\$ 125.00	\$ 514,577.00		
Waste Management	2015-16	\$ 527,441.00		\$ 534.00	\$ 128.00	\$ 527,441.00		
Waste Management	2016-17	\$ 540,627.00		\$ 547.00	\$ 132.00	\$ 540,627.00		
Waste Management	2017-18	\$ 559,549.00		\$ 566.00	\$ 137.00	\$ 559,549.00		
Waste Management	2018-19	\$ 579,133.00		\$ 586.00	\$ 142.00	\$ 579,133.00	\$ 2,721,327.00	\$ 2,721,327.00



To: Mayor Schreiber & City Council
From: Ericka R. Savage, Assistant to the City Manager
Marilou Uy, Fiscal Services Director
Date: June 12, 2014
RE: **WCA Assessing Contract Renewal**

Office of the City Manager

REQUEST FOR LEGISLATION SUMMARY/BACKGROUND

The City has contracted with WCA Assessing for assessing services since July 1, 2011 and the contract expires on June 30, 2014. Prior to the contract re-negotiation process our office compiled feedback & suggestions from several staff members regarding ways the City could enhance its relationship with WCA Assessing. The following service enhancements have been added to the proposed contract:

- Currently WCA works in City Hall on Mondays and Wednesdays. WCA will now work in City Hall at least three (3) business days per week, or the equivalent thereof, on Monday, Wednesday and Friday
- WCA has agreed conduct at least two (2) workshops at City Hall within the first forty-five (45) days of executing this agreement to explain its services to City staff and discuss how the City and WCA can work more efficiently together
- WCA agrees to explore ways to internally record lot splits and combinations more frequently and/or at the request of City staff
- WCA agrees provide a regular means of updating ownership records from the Register of Deeds (biweekly or monthly)
- WCA agrees to keep OPRA and tax exemption lists as accurate and up to date as possible
- WCA agrees to implement courtesy email notifications for operational changes such as switching to a new database, frozen assessor roll, field work, long term personnel changes, etc...
- WCA agrees that if the regularly assigned Assessor is not available to work, that an Assessor with the same or greater qualifications and experience will be assigned to substitute on that day

In consideration of the above-mentioned items, staff recommends that the contract with WCA Assessing be renewed to begin July 1, 2014 through June 30, 2016, at the rate of \$77,900, annually. The current contract rate is \$69,593, annually.

ATTACHMENTS: Resolution; Contract
RECOMMENDED ACTION: Approval

DATE RECEIVED: _____ AGENDA ITEM NO. _____
CITY MANAGER COMMENTS: _____
FOR AGENDA OF: _____ FINANCE DIR. APPROVAL _____
COUNCIL ACTION TAKEN: _____



Resolution No. 2014-146
June 17, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, per Section 4.03 (c) of the City of Ypsilanti Charter, the City Manager has the responsibility to hire the Assessor; and

WHEREAS, the City has been engaged in a three (3) year professional services contract with WCA assessing since July 2011 and the contract expires on June 30, 2014; and

WHEREAS, the City is pleased with the services of WCA Assessing and would like to renew the agreement; and

WHEREAS, the City has discussed ways that WCA can enhance its services to the City and employees in the execution of its duties; and these service enhancements have been included in the contract.

NOW, THEREFORE, be it resolved that the Ypsilanti City Council approves the Contract with WCA Assessing for \$77,900 for two (2) years and authorize the Mayor and City Clerk to sign and execute the agreement.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

ASSESSMENT CONTRACT FOR CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

WHEREAS, City of Ypsilanti, hereinafter called "City", with its principal offices located at One South Huron Street, Ypsilanti, Michigan, 48197, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 100, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective July 1, 2014;

IT IS THEREFORE AGREED:

1. Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.
2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the 2014, and 2015 assessment rolls, utilizing the services and personnel proposed herein.
3. Company agrees to provide advice to the City in the development of a public relations program which may be carried out by City staff under the direction of the City Manager. The Company shall be professional in manner, appearance and shall be trained in appraisal techniques. In addition, the City shall provide the Company with adequate identification indicating the Company's employees are authorized representatives of the City in the performance of the terms of this contract.

4. Company agrees to respond to inquiries and requests for assessment information from the public. The City agrees to provide office space within the City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours are:
 - To meet with City staff to answer questions and give advice;
 - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
 - Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
 - To perform certain other functions as described herein.
5. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.
6. Company agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend all assessments to the MTT as needed during this contract.
7. City agrees that responses to the Full MTT shall be prepared by the Company's legal counsel. City agrees to provide full cooperation with Company's legal counsel. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City's Mayor of such requirement.
8. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said City including but not limited to;

- Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
 - Perform neighborhood market studies and land value analyses throughout the term of this contract.
 - Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
 - Provide digital photographs of all properties visited for maintenance purposes.
 - Working with the City Building Department to ensure all new property is equitably assessed.
 - Prepare all new property record cards in compliance with State tax Commission requirements.
 - Attend, prepare, and work with all Boards of Review.
 - Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
9. Company agrees to meet with the City Manager and/or other designated staff of the City to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.
10. Company agrees to the following service enhancements from the previous contract:
- To use its best efforts improve response time for City staff requests
 - To conduct at least two (2) workshops at City Hall within the first forty-five (45) days of executing this agreement to explain its services to City staff and discuss how the City and Company can work more efficiently together
 - To explore ways to internally record lot splits and combinations more frequently and/or at the request of City staff
 - To provide a regular means of updating ownership records from the Register of Deeds (biweekly or monthly)
 - To keep OPRA and tax exemption lists as accurate and up to date as possible
 - To implement courtesy email notifications for operational changes such as switching to a new database, frozen assessor roll, field work, long term personnel changes, etc...
 - That if the regularly assigned Assessor is not available to work, that an Assessor with the same or greater qualifications and experience will be assigned to substitute on that day
11. City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.

12. The Company shall be liable to the City, and hereby agrees to indemnify and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.

b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.

c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it can not be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the City or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

13. The Company shall not be held liable for any damages caused by strikes, explosions, war, fire or act of nature that might stop or delay the progress of

work. In the event of a claim against the City relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from Company.

- 14. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
- 15. In the event that the City shall not be in substantial compliance with the terms of this agreement, the Company shall give the City written notice of said breach and thirty (30) days to cure the breach. If the City fails to cure the breach within thirty (30) days after such notice, the Company may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.
- 16. The City and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.
- 17. The City agrees to pay the Company as follows;

July 1, 2014 to June 30, 2015..... \$77,900 annually
July 1, 2015 to June 30, 2016\$77,900 annually

The payments shall be made in twelve (12) equal installments due on the fifteenth (15th) day of each month.

Company agrees to work in City Hall at least three (3) business days per week, or the equivalent thereof, on Monday, Wednesday and Friday. Alternate work days may be negotiated between the parties from time to time, due to holidays, special projects, or any other special circumstances that may arise.

- 18. The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division, shall be provided by Company's legal counsel possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

July 1, 2014 June 30, 2015..... \$185.00/hour
July 1, 2015 June 30, 2016\$ 185.00/hour

18. MICHIGAN TAX TRIBUNAL APPRAISAL SERVICES PLUS SPECIAL PROJECTS

Appraisal services rendered by the Company in Michigan Tax Tribunal matters shall be provided to the City at the rate of:

	7/01/14- 6/30/15	7/01/15- 6/30/16
Title		
Appraiser Aide	\$44.49.....	\$44.49
Appraiser	\$61.70	\$61.70
Level III Appraiser	\$109.37.....	\$109.37
Assessor	\$125.66.....	\$125.66

Hourly fees include clerical costs and overhead for the Company.

19. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.

20. The City and Company agree that the term of this contract shall begin July 1, 2014 and expire June 30, 2016. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.

The City and Company also agree that either party may terminate this agreement by giving thirty (30) days written notice to the other party.

21. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.

22. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.

23. The Company shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other signed documents

24. The City agrees the City Mayor and Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

Approved as to form:

By: _____
John M. Barr, City Attorney

WITNESSES:

WCA ASSESSING:

By: _____
Glenn Shaw Jr., for WCA Assessing,
as its Member

WITNESSES:

CITY OF YPSILANTI:

By: _____
Paul Schreiber, MAYOR

By: _____
Frances McMullen, CLERK

STATE OF MICHIGAN)
)ss
COUNTY OF WASHTENAW)

I, _____, a Notary Public in and for _____ said County,
in the State aforesaid, do hereby certify that on the _____ day of
_____, 20____, Glenn Shaw Jr., doing business as WCA Assessing,
known to me to be the person whose name is subscribed to on the foregoing
instrument, appeared before me this day in person and acknowledged that he signed,
sealed, and delivered the said instrument as his free and voluntary act, for the uses and
purposes therein set forth.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN)
)ss

COUNTY OF WASHTENAW)

Be it remembered that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Paul Schreiber, Mayor for City of Ypsilanti, and Frances McMullen, Clerk for City of Ypsilanti, a Municipal Corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Michigan, known to me to be the persons who executed the foregoing instrument of writing on behalf of said Municipal Corporation, and such persons duly acknowledged the execution of the same to be their act and deed of said Municipal Corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal the day and year last above written.

NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____



**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: info@barrlawfirm.com

John M. Barr
Karl A. Barr
Daniel J. DuChene

Jesse O'Jack ~ Of Counsel
William F. Anhut ~ Of Counsel – Retired

To: Ralph A. Lange, Ypsilanti City Manager
From: John M. Barr, Ypsilanti City Attorney
Date: 6/10/2014
Re: WCA Assessing contract

Pursuant to your request I have reviewed the contract between the City of Ypsilanti and WCA Assessing whereby WCA Assessing will provide assessing services for the city. The contract is in proper form and is approved.

	7/01/14-	7/01/15-
Title	6/30/15	6/30/16
Appraiser Aide	\$44.49.....	\$44.49
Appraiser	\$61.70	\$61.70
Level III Appraiser	\$109.37.....	\$109.37
Assessor	\$125.66.....	\$125.66

Hourly fees include clerical costs and overhead for the Company.

19. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.

20. The City and Company agree that the term of this contract shall begin July 1, 2014 and expire June 30, 2016. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.

The City and Company also agree that either party may terminate this agreement by giving thirty (30) days written notice to the other party.

21. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.

22. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.

23. The Company shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other signed documents

24. The City agrees the City Mayor and Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

Approved as to form:

By:

 6-10-14
John M. Barr, City Attorney

WITNESSES:

WCA ASSESSING:



REQUEST FOR LEGISLATION
June 17, 2014

From: Teresa Gillotti, Director of Community and Economic Development

Subject: Revised amendment request to Purchase agreement with Core Resources, LLC,
for purchase and development of Family Dollar Store

Background

City Council approved a 3rd extension of the purchase agreement on June 3, 2014. However, in preparing for closing, both the City and NINTY NINE 90 legal team came upon a few issues that needed to be addressed, moving the closing back 2 weeks, and requiring some different council action.

- 1- A previous easement allowing for any utilities anywhere on the platted sites was found. Purchaser is requesting that Seller (City) waive this right on the newly formed parcel
- 2- The purchase agreement indicates that the City is selling the property to NINTY—NINE 90. The Purchaser is requesting that the City sell to Morningstar Partners, LLC who may assign it to NINTY NINE 90 or other firm prior to it being assigned to Family Dollar to open and operate the store. The change in the agreement notes that any assignee is still subject to the "construction, open and operating" provisions of the purchase agreement.
- 3- Both parties have until June 27, 2014 to close on the property.

To prepare for the closing, staff has included in the attached resolution the authority to proceed with closing, and requested that the City Manager be the signatory on closing documents subject to attorney approval.

Recommendation: Approval.

Comments and questions can be directed to Teresa Gillotti at tgillotti@cityofypsilanti.com or 734-483-9646.

ATTACHMENTS:

- Amendment
 - Resolution
-

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2014-147
June 17, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Ypsilanti City Council approved a Purchase Agreement for the sale of .85 acres of the Water Street Redevelopment Area to **NINETY NINE 90, LLC** for the development of a Family Dollar Store on May 7, 2013

WHEREAS, said agreement has been executed by both parties; and,

WHEREAS, NINETY NINE 90, LLC has requested a 3rd amendment to invoke both an extension and add an extension to the purchase agreement, both to a date not later than June 27, 2014; and,

WHEREAS, NINETY NINE 90, LLC has requested a waiver of certain rights related to a previous easement; and

WHEREAS, the City requests to clarify assignment rights and requirements for those parties participating in the Family Dollar construction and operation; and,

WHEREAS, the City and NINETY NINE 90, LLC, intend to close on the parcel not later than June 27, 2014 and that the City Manager be authorized to sign closing documentation subject to attorney approval;

NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approve the attached 3rd Amendment to the Purchase Agreement with **NINETY NINE 90, LLC** to sell and develop .85 acres of the Water Street Redevelopment Area as presented in the agreement and attachments; and

FURTHER, that the Mayor and City Clerk are authorized to sign the Purchase Agreement subject to attorney approval; and

FURTHER, that the City Council authorize the City Manager to proceed with closing and make additional changes to the 3rd amendment as he may reasonably determine; and

FURTHER, that the City Manager is authorized to sign all closing documentation subject to attorney approval.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

THIRD AMENDMENT TO AGREEMENT TO PURCHASE REAL ESTATE

THIS THIRD AMENDMENT TO AGREEMENT TO PURCHASE REAL ESTATE (the "Fourth Amendment") is made as of the ___ day of June, 2014 (the "Effective Date") by and between the City of Ypsilanti (the "City") and Ninety-Nine 90, LLC, (the "Purchaser").

RECITALS

WHEREAS, on or about May 7, 2013, the City and Purchaser entered into an agreement to purchase real estate (the "Agreement"). All terms and provisions of the Agreement are incorporated herein by reference.

WHEREAS, the Agreement has been amended by a first and second Amendment;

WHEREAS, the parties wish to further amend the Agreement to extend the date of closing and to otherwise address certain other issues associated with the transaction, all as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are true, correct and complete and are incorporated herein by reference.
2. Defined Terms. All defined terms contained in this document shall have the meanings prescribed by them in the Agreement which Agreement is incorporated herein by reference.
3. Amendment of Contract. The Agreement is hereby modified and amended and supplemented as follows:
 - a. The Closing Date is hereby extended to a date which is no later than June 27, 2014.
 - b. Purchaser's Contingency Period is hereby extended to 5:0 p.m. EDT on June __, 2014 provided Purchaser pays to the City an additional nonrefundable, but applicable deposit of \$2,500 upon execution of this Amendment. By said date Purchaser shall be deemed to have waived the contingencies to its obligation to close in paragraphs 4, 5, 6 and 7.
 - c. The Parties confirm that the description of the Property attached hereto as Exhibit A is approved.

d. Notwithstanding anything contained in Section 28 of the Agreement to the contrary, Seller consents to the assignment by Purchaser of all of Purchaser's right, title and interest in and to the Agreement, as amended, to Morning Star Partners, LLC, an Ohio limited liability company, so long as such assignee is either controlled by or under common control with Purchaser, provided Purchaser shall not be released of any of its obligations arising under the Purchaser Agreement. Said Assignment shall only be effective upon the City's receipt of a fully executed Assignment and Assumption Agreement pursuant to which Morning Star Partners, LLC assumes unconditionally all of the Purchaser's obligations under the Agreement.

e. Purchaser has requested to waive certain rights arising under a certain encumbrance affecting title, same being a reservation of utility easement benefitting the City recorded in Liber __ Page __ Washtenaw County Records ("Utility Easement") and that at closing the City shall waive in writing its reserved rights under said Utility Easement so as to place any such utilities under the building proposed to be constructed by Purchaser, provided the building is located in and otherwise complies with the terms of that certain PUD Agreement between the City and Purchaser dated June __, 2014, said waiver to be placed in the deed by which property is transferred.

f. Additional Terms. In consideration of City's consent to allow the assignment of Purchaser's rights under the Agreement, Purchaser agrees that all of Purchaser's post-closing obligations which are intended to bind its user, Family Dollar Stores, Inc. and set forth in paragraph 13 of the Purchase Agreement, shall be memorialized in an agreement, the form and content mutually acceptable to the parties, which Agreement shall be executed and recorded at the time of closing, such obligation to include (i) the obligation to construct the Access Drive and the obligation to commence construction of the Improvements and operate the Improvements as contemplated by the Agreement.

4. Controlling Provisions. To the extent of any conflict between this Fourth Amendment and the Agreement as amended, the terms and conditions of this Fourth Amendment shall govern and control.

5. Other Provisions. Except as modified in this Fourth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties to this Agreement had executed the same counterpart.

IN WITNESS WHEREOF, the undersigned have caused this Fourth Amendment to be executed as of the date above stated.

SELLER:

CITY OF YPSILANTI

By: _____

Its: _____

PURCHASER:

NINETY-NINE 90, LLC

By: _____

Its: _____



REQUEST FOR LEGISLATION
June 17, 2014

TO: Mayor Schreiber and City Council

FROM: Ralph A. Lange, City Manager & Marilou Uy, Fiscal Services Director

Subject: Amended budget FY 2013-2014 proposed biennial budgets FY 2014-2015 and FY 2015-2016, and proposed millage rates for FY 2014-2015

DATE: June 17, 2014

Summary & Background: Pursuant to the City Charter, the amended budgets for FY 2013-2014, and the proposed biennial budgets for FY 2014-2015 and FY 2015-2016 were presented to City Council on April 30, 2014. City Council held three budget work sessions in May 2014 to examine the budget in detail with Department Directors and Staff. Council will approve the budget on Tuesday, June 17, 2014 including any potential amendments.

Attached are the amendments to the following funds recommended by administration and city council based on the data available after the budget had been presented:

General Fund (101)
Major Street Fund (202)
Local Street Fund (203)
Garbage & Rubbish Fund (226)
Capital Improvement Fund (414)
Motor Pool Fund (641)

Also attached are the amended fund balances of the above listed funds.

The included and updated amendments supersede and take precedent overall and any amendments submitted and approved by City Council and Administration after June 1, 2014.

According to the City Charter, City Council must adopt the general fund and special revenue fund budgets by resolution and ordinance. Hence, two ordinances and resolutions are proposed for your approval to amend the FY 2013-14 and adopt the FY 2014-15 and FY 2015-16 biennial budgets. City Council must also adopt a tax levy ordinance and resolution, which sets the millage rate for Fiscal Year 2014-2015 at 35.7735 mills.

Recommended Action: It is recommended that City Council approve the amended budget for FY 2013-2014, the proposed FY 2014-2015 and FY 2015-2016 biennial budgets, and the proposed millage rates for FY 2014-2015 with the budget amendments as attached.

Attachments: Proposed tax levy ordinance and resolution, amended FY 2013-2014, proposed FY 2014-2015 and FY 2015-2016 budgets, budget ordinances and resolutions, budget amendment worksheets, and amended fund balances of major fund worksheets.

CITY MANAGER APPROVAL:_____

COUNCIL AGENDA DATE:_____

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL:_____



Resolution No. 2014 - 148
June 17, 2014

AMEND 2013-2014
FISCAL YEARS OPERATING BUDGET

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Year 2013-2014", be approved on Second and Final Reading.

		AMENDED # 2 FY 2013-2014	
Description	Fund	Revenue	Expenditures
General Fund	101	15,453,226	15,453,226
Major Street Fund	202	1,363,881	1,363,881
Local Street Fund	203	529,514	529,514
Garbage & Rubbish Collection Fund	226	1,014,160	1,014,160
Community Development Block Grant Fund	252	25,153	25,153
Police Special Revenue Fund	265	222,813	222,813
Depot Town DDA Fund	275	217,053	214,257
2010 General Obligation Unlimited Tax Ref.	303	703,922	688,175
2002 General Obligation Capital Imp. Debt	316	37,365	37,365
2012 UTGO Rfdg Bonds \$4.14 M	342	680,411	664,389
2002B Water & Sewer Debt Fund \$485,000	364	31,130	31,130
2001 Water & Sewer Debt Fund \$4 M	365	106,540	106,540
2002A Water & Sewer Bonds Debt Fund \$5 M	366	144,822	144,822
2002C WS & S Disposal Revenue \$4.965M	367	368,079	368,079
2003A Water Supply & Sewage Fund \$4.8 M	368	541,552	541,552
Land Revolving Fund	412	9,544	8,854
Downtown Development Authority Fund	413	415,437	407,868
Capital Improvement Fund	414	482,354	482,354
Economic Development Corporation Fund	415	1,123	1,123
2003D WS & S Const. Fund \$5.3 M DWRF	469	338,133	338,133
2003B Water Supply & Sewage Const. \$1.5 M	470	69,625	69,625
2003C Water Supply & Sewage \$785,000	471	51,575	51,575
2004A Water & Sewer Revenue \$2.7 M	472	116,382	116,382
2004A DDA Construction Fund \$995,000	473	81,598	81,598
2004B Water Supply & Sew \$6.33M DWRF	474	389,850	389,850
2006 GO LTD Taxable Capital Rfdg \$15.74 M	477	1,342,228	1,342,228
2006 Water Supply & Sewage Rfdg \$9.895 M	478	420,506	420,506

2007 W & S Revenue DWRF \$298,702	479	19,913	19,913
2008 W & S DISP. REV \$434,253	480	28,731	28,731
2009 W & S Bonds 7249-01 \$260,000	481	8,038	8,038
2012 W & S Factory Pump Stn \$2.9m	482	1,708,196	1,708,196
2013 W & S Revenue Rfdg Bonds \$7.49M	483	8,272,942	8,272,942
Sidewalk Improvement Fund	495	205,678	205,678
Public Transit	588	276,409	276,409
Motor Pool Fund	641	1,477,859	1,477,859
Workers Compensation Fund	677	278,328	278,328
Fire and Police Pension Fund	732	4,947,504	3,666,887
Retiree Health Care Fund	736	1,578,821	1,385,895
Totals	All	43,960,395	42,444,028

Further, that in accordance with Section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow transfers between appropriation accounts and within fund totals and within those activities within the control of each department.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Ordinance No. 1220

AN ORDINANCE TO AMEND BUDGET APPROPRIATIONS BY DEPARTMENT
AND MAJOR ORGANIZATIONAL UNIT FOR THE FISCAL YEARS
2013 - 2014

THE CITY OF YPSILANTI ORDAINS:

1. Pursuant to the City Charter Section 5.06 (a), budget appropriations by department and major organizational unit are hereby approved as recommended by the Administration, as approved by City Council, and as shown below by fund and summary of amendments for the General Fund and other funds.

		AMENDED # 2 FY 2013-2014	
Description	Fund	Revenue	Expenditures
General Fund	101	15,453,226	15,453,226
Major Street Fund	202	1,363,881	1,363,881
Local Street Fund	203	529,514	529,514
Garbage & Rubbish Collection Fund	226	1,014,160	1,014,160
Community Development Block Grant Fund	252	25,153	25,153
Police Special Revenue Fund	265	222,813	222,813
Depot Town DDA Fund	275	217,053	214,257
2010 General Obligation Unlimited Tax Ref.	303	703,922	688,175
2002 General Obligation Capital Imp. Debt	316	37,365	37,365
2012 UTGO Rfdg Bonds \$4.14 M	342	680,411	664,389
2002B Water & Sewer Debt Fund \$485,000	364	31,130	31,130
2001 Water & Sewer Debt Fund \$4 M	365	106,540	106,540
2002A Water & Sewer Bonds Debt Fund \$5 M	366	144,822	144,822
2002C WS & S Disposal Revenue \$4.965M	367	368,079	368,079
2003A Water Supply & Sewage Fund \$4.8 M	368	541,552	541,552
Land Revolving Fund	412	9,544	8,854
Downtown Development Authority Fund	413	415,437	407,868
Capital Improvement Fund	414	482,354	482,354
Economic Development Corporation Fund	415	1,123	1,123
2003D WS & S Const. Fund \$5.3 M DWRF	469	338,133	338,133
2003B Water Supply & Sewage Const. \$1.5 M	470	69,625	69,625
2003C Water Supply & Sewage \$785,000	471	51,575	51,575
2004A Water & Sewer Revenue \$2.7 M	472	116,382	116,382
2004A DDA Construction Fund \$995,000	473	81,598	81,598
2004B Water Supply & Sew \$6.33M DWRF	474	389,850	389,850

2006 GO LTD Taxable Capital Rfdg \$15.74 M	477	1,342,228	1,342,228
2006 Water Supply & Sewage Rfdg \$9.895 M	478	420,506	420,506
2007 W & S Revenue DWRF \$298,702	479	19,913	19,913
2008 W & S DISP. REV \$434,253	480	28,731	28,731
2009 W & S Bonds 7249-01 \$260,000	481	8,038	8,038
2012 W & S Factory Pump Stn \$2.9m	482	1,708,196	1,708,196
2013 W & S Revenue Rfdg Bonds \$7.49M	483	8,272,942	8,272,942
Sidewalk Improvement Fund	495	205,678	205,678
Public Transit	588	276,409	276,409
Motor Pool Fund	641	1,477,859	1,477,859
Workers Compensation Fund	677	278,328	278,328
Fire and Police Pension Fund	732	4,947,504	3,666,887
Retiree Health Care Fund	736	1,578,821	1,385,895
Totals	All	43,960,395	42,444,028

Further, that in accordance with Section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow transfers between appropriation accounts and within fund totals and within those activities within the control of each department.

2. Copies to be available. Copies of the ordinance are available at the office of the City Clerk for inspection by, and distribution to, the public during normal business hours.
3. Publication and effective date: The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in the Ypsilanti Courier. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

Made, passed and adopted by the Ypsilanti City Council this 17th day of June, 2014.

Frances McMullan, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 1220 was published in the Ypsilanti Courier on the 7th day of May, 2014.

Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council held on the 17th day of June, 2014.

Frances McMullan, City Clerk



Resolution No. 2014 - 149
June 17, 2014

2014-2015 & 2015-2016
FISCAL YEARS OPERATING BUDGET

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "An Ordinance to Adopt Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2014-2015 and 2015-2016", be approved on Second and Final Reading.

Description	Fund	REQUESTED FY 2014-2015		REQUESTED FY 2015-2016	
		Revenue	Expenditures	Revenue	Expenditures
General Fund	101	14,669,133	14,669,133	14,564,208	14,564,208
Major Street Fund	202	1,258,588	1,258,588	1,279,940	1,279,940
Local Street Fund	203	569,179	569,179	563,315	563,315
Garbage & Rubbish Collection Fund	226	843,633	843,633	825,524	825,524
Community Development Block Grant Fund	252	17,183	17,183	17,183	17,183
Police Special Revenue Fund	265	10,650	1,500	10,650	1,500
Depot Town DDA Fund	275	145,228	141,839	135,886	117,038
2010 General Obligation Unlimited Tax Ref. Bonds \$3.83 M	303	692,559	688,813	692,071	688,325
2002 General Obligation Capital Imp. Debt Fund \$400,000	316	36,113	36,113	39,705	39,705
2012 UTGO Rfdg Bonds	342	670,429	666,332	671,702	668,145
2002B Water & Sewer Debt Fund \$485,000 DWRF	364	30,438	30,438	29,813	29,813
2003A Water Supply & Sewage Fund \$4.8 M	368	515,578	515,578		
Land Revolving Fund	412	690	-	690	
Downtown Development Authority Fund	413	323,546	313,786	298,351	288,831
Capital Improvement Fund	414	2,235,334	2,235,334	340,646	338,646
Economic Development Corporation Fund	415	1,145	1,145	1,205	1,205
2003D WS & S Const. Fund \$5.3 M DWRF	469	336,063	336,063	334,375	334,375
2003C Water Supply & Sewage \$785,000 DWRF	471	50,500	50,500	49,500	49,500
2004A DDA Construction Fund \$995,000	473	84,698	84,698	82,608	82,608
2004B Water Supply & Sew \$6.33M DWRF	474	387,669	387,669	386,028	386,028
2006 GO LTD Taxable Capital Rfdg \$15.74 M	477	1,376,640	1,376,640	1,377,603	1,377,603
2006 Water Supply & Sewage Rfdg \$9.895 M	478	419,506	419,506	443,006	443,006

2007 W & S Revenue DWRF \$298,702	479	19,594	19,594	19,276	19,276
2008 W & S DISP. REV \$434,253	480	28,231	28,231	27,731	27,731
2009 W & S Bonds 7249-01 \$260,000	481	7,913	7,913	7,788	7,788
2012 W & S Factory Pump Stn \$2.9m	482	175,197	175,197	171,148	171,148
2013 W & S Revenue Rfdg Bonds \$7.49M	483	818,700	818,700	1,258,350	1,258,350
Sidewalk Improvement Fund	495	157,064	157,064	117,096	117,096
Public Transit	588	279,566	279,566	282,426	282,426
Motor Pool Fund	641	1,863,883	1,863,883	1,548,423	1,548,423
Workers Compensation Fund	677	183,060	183,060	171,120	171,120
Fire and Police Pension Fund	732	3,831,163	3,803,755	3,855,422	3,853,554
Retiree Health Care Fund	736	1,568,722	1,539,222	1,766,932	1,737,433
Totals	All	33,607,595	33,519,855	31,369,721	31,290,843

Further, that in accordance with Section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow transfers between appropriation accounts and within fund totals and within those activities within the control of each department.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Ordinance No 1221

AN ORDINANCE TO ADOPT BUDGET APPROPRIATIONS BY DEPARTMENT AND MAJOR ORGANIZATIONAL UNIT FOR THE FISCAL YEARS 2014 – 2015 AND 2015 - 2016

THE CITY OF YPSILANTI ORDAINS:

1. Pursuant to the City Charter Section 5.06 (a), budget appropriations by department and major organizational unit are hereby approved as recommended by the Administration, as approved by City Council, and as shown below by fund and summary of amendments for the General Fund and other funds.

		REQUESTED FY 2014-2015		REQUESTED FY 2015-2016	
Description	Fund	Revenue	Expenditures	Revenue	Expenditures
General Fund	101	14,669,133	14,669,133	14,564,208	14,564,208
Major Street Fund	202	1,258,588	1,258,588	1,279,940	1,279,940
Local Street Fund	203	569,179	569,179	563,315	563,315
Garbage & Rubbish Collection Fund	226	843,633	843,633	825,524	825,524
Community Development Block Grant Fund	252	17,183	17,183	17,183	17,183
Police Special Revenue Fund	265	10,650	1,500	10,650	1,500
Depot Town DDA Fund	275	145,228	141,839	135,886	117,038
2010 General Obligation Unlimited Tax Ref. Bonds \$3.83 M	303	692,559	688,813	692,071	688,325
2002 General Obligation Capital Imp. Debt Fund \$400,000	316	36,113	36,113	39,705	39,705
2012 UTGO Rfdg Bonds	342	670,429	666,332	671,702	668,145
2002B Water & Sewer Debt Fund \$485,000 DWRF	364	30,438	30,438	29,813	29,813
2003A Water Supply & Sewage Fund \$4.8 M	368	515,578	515,578		
Land Revolving Fund	412	690	-	690	
Downtown Development Authority Fund	413	323,546	313,786	298,351	288,831
Capital Improvement Fund	414	2,235,334	2,235,334	340,646	338,646
Economic Development Corporation Fund	415	1,145	1,145	1,205	1,205
2003D WS & S Const. Fund \$5.3 M DWRF	469	336,063	336,063	334,375	334,375
2003C Water Supply & Sewage \$785,000 DWRF	471	50,500	50,500	49,500	49,500

2004A DDA Construction Fund \$995,000	473	84,698	84,698	82,608	82,608
2004B Water Supply & Sew \$6.33M DWRF	474	387,669	387,669	386,028	386,028
2006 GO LTD Taxable Capital Rfdg \$15.74 M	477	1,376,640	1,376,640	1,377,603	1,377,603
2006 Water Supply & Sewage Rfdg \$9.895 M	478	419,506	419,506	443,006	443,006
2007 W & S Revenue DWRF \$298,702	479	19,594	19,594	19,276	19,276
2008 W & S DISP. REV \$434,253	480	28,231	28,231	27,731	27,731
2009 W & S Bonds 7249-01 \$260,000	481	7,913	7,913	7,788	7,788
2012 W & S Factory Pump Stn \$2.9m	482	175,197	175,197	171,148	171,148
2013 W & S Revenue Rfdg Bonds \$7.49M	483	818,700	818,700	1,258,350	1,258,350
Sidewalk Improvement Fund	495	157,064	157,064	117,096	117,096
Public Transit	588	279,566	279,566	282,426	282,426
Motor Pool Fund	641	1,863,883	1,863,883	1,548,423	1,548,423
Workers Compensation Fund	677	183,060	183,060	171,120	171,120
Fire and Police Pension Fund	732	3,831,163	3,803,755	3,855,422	3,853,554
Retiree Health Care Fund	736	1,568,722	1,539,222	1,766,932	1,737,433
Totals	All	33,607,595	33,519,855	31,369,721	31,290,843

Further, that in accordance with Section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow transfers between appropriation accounts and within fund totals and within those activities within the control of each department.

2. Copies to be available. Copies of the ordinance are available at the office of the City Clerk for inspection by, and distribution to, the public during normal business hours.
3. Publication and effective date: The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in the Ypsilanti Courier. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

Made, passed and adopted by the Ypsilanti City Council this 17th day of June, 2014.

Frances McMullan, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 1221 was published in the Ypsilanti Courier on the 7th day of May, 2014.

Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council held on the 17th day of June, 2014.

Frances McMullan, City Clerk



Resolution No. 2014 – 150
June 17, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the proposed ordinance entitled “2014-2015 Tax Levy Ordinance”, be approved on Second and Final Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Ordinance No. 1222

2014-2015 TAX LEVY ORDINANCE

THE CITY OF YPSILANTI ORDAINS THAT:

A general operating millage rate of 19.0211 mills (.0190211 cents per \$1) of the Taxable Value, according to the assessment roll of the last preceding year is approved and authorized; and

The City Clerk is authorized to certify to the City Treasurer and City Assessor the total amount to be levied and restriction for the City of Ypsilanti is:

GENERAL OPERATING	19.0211
POLICE & FIRE PENSION	8.3149
SANITATION	2.7814
STREET IMPROVEMENT (Voted debt 2001 bonds and refunded in 2010)	2.3775
STREET IMPROVEMENT (Voted debt 2003 bonds and refunded in 2012)	2.2997
PUBLIC TRANSIT	0.9789
TOTAL	35.7735

Made, passed and adopted by the Ypsilanti City Council this 17th day of June, 2014.

Paul Schreiber, Mayor

Frances McMullan, City Clerk



Ordinance No. 1222

2014-2015 TAX LEVY ORDINANCE

ATTEST

I do hereby confirm that the above Ordinance No. was published in the Ypsilanti Courier on the 7th day of May, 2014.

Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council held on the 17th day of June, 2014.

Frances McMullan, City Clerk

Public Hearing Notice
Publish in the Ypsilanti Courier in the May 7, 2014 edition.



Ordinance No. 1222

The Ypsilanti City Council will hold a Public Hearing on Tuesday, June 3, 2014, at 7:00 p.m. in the City Council Chambers, located at 1 S. Huron St., Ypsilanti, MI 48197 to consider an Ordinance entitled "2014-2015 Tax Levy Ordinance" which follows:

2014-2015 TAX LEVY ORDINANCE

THE CITY OF YPSILANTI ORDAINS THAT:

A general operating millage rate of 19.0211 mills (.0190211 cents per \$1) of the Taxable Value, according to the assessment roll of the last preceding year is approved and authorized; and

The City Clerk is authorized to certify to the City Treasurer and City Assessor the total amount to be levied and restriction for the City of Ypsilanti is:

GENERAL OPERATING	19.0211
POLICE & FIRE PENSION	8.3149
SANITATION	2.7814
STREET IMPROVEMENT (VOTED DEBT 2001 BONDS AND REFUNDED IN 2010)	2.3775
STREET IMPROVEMENT (VOTED DEBT 2003 BONDS AND REFUNDED IN 2012)	2.2997
PUBLIC TRANSIT (VOTED IN NOVEMBER 2010)	0.9789
TOTAL	35.7735

Made, passed and adopted by the Ypsilanti City Council this ____ day of June, 2014.

Paul Schreiber, Mayor

Frances McMullan, City Clerk

BUDGET AMENDMENTS FOR COUNCIL MEETING 6/17/2014 FY 2013-2014, FY 2014-2015 & FY 2015-2016 6/12/2014									
		FY	ACCT #	FROM	TO	ADJUSTMENTS	NET CHANGES FY 2013-14 CA	NET CHANGES FY 2014-15 C1	NET CHANGES FY 2015-16 C2
GENERAL FUND (101)									
FUND BALANCE APPROPRIATION									
AMENDMENTS:									
ADM	SPEED BUMPS	2013-14 & 2014-15	101-7-2650-818-00	15,000.00	15,000.00	15,000.00	15,000.00	(15,000.00)	
ADM	PROSPECT PARK BASKETBALL HOOPS	2013-14	101-7-7170-818-10	5,000.00	7,500.00	2,500.00	2,500.00		
ADM	REMOVAL OF OLD METERS AND INSTALLATION OF 35 TWO-HOUR UNITS PARKING METERS ON PERIN STREET	2013-14	101-7-4442-775-01	10,000.00	28,000.00	18,000.00	18,000.00		
ADM	TYPGRAPHICAL ERROR	2015-16	101-7-9670-999-08	34,705.00	39,705.00	5,000.00			5,000.00
P.M.	FREIGHT HOUSE HEATING & COOLING SYSTEM IMPROVEMENT FROM ENERGY EFFICIENCY FUND	2014-15	101-7-2651-818-00	-	40,000.00	40,000.00		40,000.00	
ADJUSTED FUND BALANCE APPROPRIATION									
ADM	REMOVE SALARY INCREASE OF ASSISTANCE TO THE CITY MANAGER	2014-15 & 2015-16	101-7-1720-706-00	65,000.00	54,891.00	(10,109.00)		(10,109.00)	(10,109.00)
ADM	FICA REDUCTION	2014-15 & 2015-16	101-7-1720-714-05	4,973.00	4,199.00	(774.00)		(774.00)	(774.00)
ADM	WORKERS COMP REDUCTION	2014-15 & 2015-16	101-7-1720-714-02	650.00	549.00	(101.00)		(101.00)	(101.00)
ADM	REMOVE MERIT INCREASES	2014-15 & 2015-16	101-7-ALL DEPT-714-27	84,157.00	-	(84,157.00)		(40,653.00)	(43,504.00)
P.M.	CANDY CANE & CHARLES TOT LOT MOVE TO 2014-15	2013-14 & 2014-15	101-7-7170-818-10	10,500.00	10,500.00	10,500.00	(10,500.00)	10,500.00	
ADM	REDUCED SSR BASED ON 6/10/14 EVIP REPORT	2013-14	101-4-0000-574-00	2,417,642	2,407,307	10,335	10,335		
ADM	REDUCED SSR BASED ON 6/10/14 EVIP REPORT	2014-15	101-4-0000-574-00	2,484,788	2,471,663	13,125		13,125	
FINAL ADJUSTED FUND BALANCE APPROPRIATION									
							1,344,700	1,304,380	1,394,997
PROPOSED DESIGNATION OF FUND BALANCE:									
RESERVING THREE YEARS WORTH OF DEBT PAYMENTS IN THE GENERAL FUND FUND BALANCE FOR 2014-15 TO 2016-17 (\$1,375,140 + \$1,376,103 + \$1,527,410 INCLUDES CDBG LOAN) TOTAL \$4,278,653									
S:\Budget 2014-2015\BUDGET LEGISLATION\6-17-2014 attachment to RFL - Final Budget amendments FY 2013-14, FY 2014-15 & FY 2015-16.xlsx\General Fund (101) 6/12/14 12:42 PM									

BUDGET AMENDMENTS FOR COUNCIL MEETING 6/17/2014 FY 2013-2014, FY 2014-2015 & FY 2015-2016 6/12/2014									
		FY	ACCT #	FROM	TO	ADJUSTMENTS	NET CHANGES FY 2013-14 CA	NET CHANGES FY 2014-15 C1	NET CHANGES FY 2015-16 C2
GARBAGE & RUBBISH FUND (226)									
CONTRIBUTION FROM MOTOR POOL									
AMENDMENTS:									
ADM	NO NEED OF CONTRIBUTION FROM MOTORPOOL AS LOW BID RESULT	2014-15	226-4-0000-699-11	133,576.00	28,476.00	(105,100.00)			
ADM	NO NEED OF CONTRIBUTION FROM MOTORPOOL AS LOW BID RESULT	2015-16	226-4-0000-699-11	80,818.00	-	(80,818.00)			(80,818.00)
ADM	REMOVE MERIT INCREASES	2014-15 & 2015-16	226-7-ALL DEPT-714-27	4,707.00	-	(4,707.00)		(2,242.00)	(2,465.00)
ADM	EQUIPMENT RENTAL FY 2015-16	2015-16	226-7-5210-943-00	-	2,465.00	2,465.00			2,465.00
ADJUSTED CONTRIBUTION FROM MOTOR POOL									
							205,263.00	26,234.00	-
CONTRACTUAL SERVICES									
ADJUSTMENTS:									
ADM	REDUCED CONTRACTUAL SERVICES	2014-15	226-7-5210-818-00	608,000.00	505,000.00	(103,000.00)		(103,000.00)	
ADM	REDUCED CONTRACTUAL SERVICES	2015-16	226-7-5210-818-00	558,000.00	479,250.00	(78,750.00)			(78,750.00)
FINAL ADJUSTED CONTRACTUAL SERVICES							658,000.00	505,000.00	479,250.00
CONTRACTUAL SERVICES									
ADM	REDUCED CONTRACTUAL SERVICES	2014-15	226-7-5282-818-00	18,000.00	15,900.00	(2,100.00)			
ADM	REDUCED CONTRACTUAL SERVICES	2015-16	226-7-5282-818-00	18,000.00	15,932.00	(2,068.00)			(2,068.00)
FINAL ADJUSTED MISCELLANEOUS REVENUE							14,350.00	15,900.00	15,932.00
S:\Budget 2014-2015\BUDGET LEGISLATION\6-17-2014 attachment to RFL - Final Budget amendments FY 2013-14, FY 2014-15 & FY 2015-16.xlsx\General Fund (101)									
6/12/14 12:42 PM									

BUDGET AMENDMENTS FOR COUNCIL MEETING 6/17/2014 FY 2013-2014, FY 2014-2015 & FY 2015-2016 6/12/2014									
		FY	ACCT #	FROM	TO	ADJUSTMENTS	NET CHANGES FY 2013-14 CA	NET CHANGES FY 2014-15 C1	NET CHANGES FY 2015-16 C2
CAPITAL IMPROVEMENT FUND (414)									
FUND BALANCE APPROPRIATION									
AMENDMENTS:									
P.M.	FREIGHT HOUSE IMPROVEMENT	2014-15	414-7-2651-971-99	-	180,000.00	180,000.00		213,500.00	-
P.M.	ADDITIONAL CONTRACTUAL SERVICES FOR TAP GRANT-MID BLOCK CROSSING	2014-15	414-7-4495-818-00	50,000.00	100,000.00	50,000.00		50,000.00	
ADJUSTED FUND BALANCE APPROPRIATION									
	MOVE URGENT ROAD REPAIR TO FY 2014-15						277,420.00	443,500.00	-
ADM	CORNELL	2013-14 & 2014-15	414-7-9052-818-01	48,000.00	48,000.00	48,000.00	(48,000.00)	48,000.00	
ADM	HARRIET	2013-14 & 2014-15	414-7-9052-818-02	74,000.00	74,000.00	74,000.00	(74,000.00)	74,000.00	
ADM	N. HURON	2013-14 & 2014-15	414-7-9052-818-03	95,000.00	95,000.00	95,000.00	(95,000.00)	95,000.00	
ADM	PROSPECT	2013-14 & 2014-15	414-7-9052-818-04	32,000.00	32,000.00	32,000.00	(32,000.00)	32,000.00	
ADM	LEFORGE & ADAMS	2013-14 & 2014-15	414-7-9052-818-05	-	27,000.00	27,000.00		27,000.00	
	TOTAL			249,000.00	276,000.00				
ADM	CONTRIBUTION FROM AAATA FOR URGENT ROAD REPAIR	2014-15	414-4-9052-501-13	-	13,500.00	(13,500.00)		(13,500.00)	
ADM	CONTRIBUTION FROM EMU FOR URGENT ROAD REPAIR	2014-15	414-4-9052-501-14	-	13,500.00	(13,500.00)		(13,500.00)	
FINAL ADJUSTED FUND BALANCE APPROPRIATION									
							28,420.00	692,500.00	-
S:\Budget 2014-2015\BUDGET LEGISLATION\6-17-2014 attachment to RFL - Final Budget amendments FY 2013-14, FY 2014-15 & FY 2015-16.xlsx\General Fund (101)									
6/12/14 12:42 PM									

BUDGET AMENDMENTS FOR COUNCIL MEETING 6/12/2014 FY 2013-2014, FY 2014-2015 & FY 2015-2016 6/12/2014								
	FY	ACCT #	FROM	TO	ADJUSTMENTS	NET CHANGES FY 2013-14 CA	NET CHANGES FY 2014-15 C1	NET CHANGES FY 2015-16 C2
MOTOR POOL FUND (641)								
APPROPRIATION OF FUND BALANCE								
AMENDMENTS:								
ADM	2014-15	641-4-0000-699-95 TO 99	1,228,335.00	1,123,335.00	(105,000.00)			
ADM	2015-16	641-4-0000-699-95 TO 99	1,256,848.00	876,030.00	(380,818.00)			(380,818.00)
ADM	2014-15 & 2015-16	641-7-ALL DEPT-714-27	3,259.00	-	(3,259.00)		(1,552.00)	(1,707.00)
ADM	2013-14 TO 2015-16	641-4-0000-699-95 TO 99				100,000.00	(12,000.00)	(80,000.00)
ADM	2015-16	641-4-0000-652-05	-	2,465.00	(2,465.00)			(2,465.00)
ADJUSTED APPROPRIATION OF FUND BALANCE								
						898,913.00	1,109,783.00	791,858.00
CONTRIBUTION TO THE GARBAGE & RUBBISH FUND								
						205,263.00	133,576.00	80,818.00
ADJUSTMENTS:								
ADM	2014-15	641-7-9670-999-04	133,576.00	28,576.00	(105,000.00)		(105,000.00)	
ADM	2015-16	641-7-9670-999-04	80,818.00	-	(80,818.00)			(80,818.00)
FINAL ADJUSTED CONTRIBUTION TO THE GARBAGE & RUBBISH FUND								
						205,263.00	28,576.00	-
CAPITAL-MOTOR POOL FIRE								
ADM	2015-16	641-7-9340-987-10	458,000.00	158,000.00	(300,000.00)			458,000.00 (300,000.00)
FINAL ADJUSTED CONTRIBUTION TO THE GARBAGE & RUBBISH FUND								
								158,000.00
GAIN (LOSS) ON DISPOSAL OF ASSETS								
ADM	2013-14	641-4-0000-666-10	210,000.00	110,000.00	(100,000.00)	210,000.00	88,000.00	20,000.00
ADM	2014-15	641-4-0000-666-10	88,000.00	100,000.00	12,000.00		12,000.00	
ADM	2015-16	641-4-0000-666-10	20,000.00	100,000.00	80,000.00			80,000.00
FINAL ADJUSTED GAIN (LOSS) ON DISPOSAL OF ASSETS								
						110,000.00	100,000.00	100,000.00
PROPOSED DESIGNATION OF FUND BALANCE:								
RESERVING \$2.5 M IN MOTOR POOL FUND BALANCE								
S:\Budget 2014-2015\BUDGET LEGISLATION\6-17-2014 attachment to RFL - Final Budget amendments FY 2013-14, FY 2014-15 & FY 2015-16.xlsx\General Fund (101)								
6/12/14 12:42 PM								

GENERAL FUND (101)
FUND BALANCE
FY 2013-2014, 2014-15, and 2015-16

	ACTUAL FY 2012-13	AMENDED FY 2013-14	AMENDED FY 2013-14	PROJECTED FY 2014-15	PROJECTED FY 2015-16
Total Revenue less appropriation	12,766,004	14,108,526	13,364,753	13,169,211	13,439,043
Total Expenditures	12,882,624	15,453,226	14,669,133	14,564,208	14,512,020
Income (Deficit)	(116,620)	(1,344,700)	(1,304,380)	(1,394,997)	(1,072,977)
Beginning Fund Balance	8,644,194	8,527,574	7,182,874	5,878,494	4,483,497
Ending Fund Balance	8,527,574	7,182,874	5,878,494	4,483,497	3,410,520
Non-spendable Fund Balance					
Prepaid items	75,496	75,496	75,496	75,496	75,496
Inventory	192,797	192,797	192,797	192,797	192,797
Land held for resale	38,644	38,644	38,644	38,644	38,644
Subtotal	306,937	306,937	306,937	306,937	306,937
Committed fund balance					
Active Employee Cumulative Benefits	983,396	1,033,904	1,033,904	1,033,904	1,033,904
Water Street bonds remaining balance	1,338,604	0	0	0	-
Council approved Fund balance designation on 6/4/2013 for Water Street debt payments					
FY 2013-14 (bond payment \$1,342,228)	558,706	555,082	-	-	-
FY 2014-15 (bond payment \$1,376,640)	1,376,190	1,376,190	554,632	-	-
FY 2015-16 (bond payment \$ 1,377,603)	1,377,153	1,377,153	1,377,153	554,182	-
Water St Redevelopment Professional Fees	11,000	23,608	15,638	15,638	15,638
Energy Efficiency and Conservation Project-see below details	267,659	229,891	214,891	244,891	274,891
Peninsular Dam Inspection Study & Repair	100,000	94,090	94,090	94,090	94,090
MDNR 2011 Recreation Passport Grant Res # 2011-092 dtd 4/28/2011	10,000	10,000	10,000	10,000	10,000
Subtotal	6,022,707	4,699,918	3,300,308	1,952,705	1,428,523
Subtotal-nonspendable, restricted, committed, and assigned	6,329,644	5,006,854	3,607,245	2,259,642	1,735,460
Unassigned fund balance (Undesignated)	2,197,930	2,176,019	2,271,249	2,223,855	1,675,060
Unassigned fund balance as a % of total general fund expenditures	17.06%	14.08%	15.48%	15.27%	11.54%
Total Fund Balance	8,527,574	7,182,874	5,878,494	4,483,497	3,410,520
Total general Fund Expenditures	12,882,624	15,453,226	14,669,133	14,564,208	14,512,020
Energy efficiency and conservation project					
Beginning Fund balance	239,309	267,659	229,891	214,891	244,891
DTE energy efficiency savings thru 4/30/14 from CH, YPD, YFD, DPS	31,551	22,232	30,000	30,000	30,000
Seal Tech Insulation-Garage foam insulation 11/15/2012	(3,200)				
Estimated LED lighting upgrades for CH, YPD, YFD, DPS, & PCC		(60,000)	(5,000)		
Freight House Heating & Cooling Upgrade			(40,000)		
Ending Fund Balance	267,659	229,891	214,891	244,891	274,891
Peninsular Dam					
Beginning Fund balance	100,000	100,000	94,090	94,090	94,090
Pen Dam Inspection		(5,910)			
Ending Fund Balance	100,000	94,090	94,090	94,090	94,090

PROPOSED DESIGNATION OF FUND BALANCE:
RESERVING THREE YEARS WORTH OF DEBT PAYMENTS IN THE GENERAL FUND FUND BALANCE FOR 2014-15 TO 2016-17
(\$1,375,140 + \$1,376,103 + \$1,527,410 INCLUDES CDBG LOAN) TOTAL \$4,278,653

S:\Budget 2014-2015\Budget book\2014-2015 BUDGET BOOK PART II\Fund balance 101, 202, 203, 414 for 6-17-14 council meeting.xlsx\General Fund 101
6/12/14 12:12 PM

MAJOR STREET FUND (202)
FUND BALANCE
FY 2013-2014, 2014-2015, and 2015-2016

		ACTUAL FY 2012-13	AMENDED 2013-14	FY 2014-15	PROJECTED FY 2015-16
Total Revenue less appropriation		1,472,556	1,143,035	1,159,685	1,053,651
Total Expenditures		1,606,897	1,363,881	1,258,588	1,279,940
Income (Deficit)		(134,341)	(220,846)	(98,903)	(226,289)
Beginning Fund Balance		1,329,238	1,194,897	974,051	875,148
Ending Fund Balance		1,194,897	974,051	875,148	648,859
Committed fund balance					
Transfer from General Fund for Grove St-194 to Emerick Dept # 9046	135,000				
Expenses paid fy 2011-12	(25,600)				
Expenses paid FY 2012-13	(31,120)				
Amended Expenses FY 2013-14	(152,000)	31,120	152,000		
Transfer from General Fund for W. Cross Streetscape dept # 9050	175,144				
Expenses paid FY 2010-11	(6,100)				
Expenses paid FY 2011-12	(122,059)				
Expenses paid FY 2012-13	(1,575)				
Amended Expenses FY 2013-14	(45,410)	1,575	47,619		
Fund Balance designation 6/4/2013 -Reallocate from S. Grove Rd Paving to N. Prospect Design Engineering	100,000				
Expenses for FY 2013-14	(100,000)		90,000	10,000	
Total Committed Fund Balance		32,695	289,619	10,000	-
Restricted Fund Balance for Major Streets		1,162,202	684,432	865,148	648,859
Total Fund Balance		1,194,897	974,051	875,148	648,859

S:\Budget 2014-2015\Budget book\2014-2015 BUDGET BOOK PART II\[fund balance 101, 202, 203, 414 for 6-17-14 council meeting.xlsx]General Fund 101
6/12/14 12:12 PM

LOCAL STREET (203)
FUND BALANCE
FY 2013-2014, 2014-2015, and 2015-2016

	ACTUAL FY 2012-13	AMENDED FY 2013-14	PROJECTED FY 2014-15	PROJECTED FY 2015-16
Total Revenue less appropriation	465,186	526,753	479,133	483,650
Total Expenditures	374,664	529,514	569,179	563,315
Income (Deficit)	90,522	(2,761)	(90,046)	(79,665)
Beginning Fund Balance	617,414	707,936	705,175	615,129
Ending Fund Balance	707,936	705,175	615,129	535,464
Restricted Fund Balance for Local Street	707,936	705,175	615,129	535,464

S:\Budget 2014-2015\Budget book\2014-2015 BUDGET BOOK PART II\[fund balance 101, 202, 203, 414 for 6-17-14 council meeting.xlsx]General Fund 101
6/12/14 12:12 PM

CAPITAL IMPROVEMENT FUND (414)
FUND BALANCE
FY 2013-2014, 2014-2015, and 2015-2016

	ACTUAL FY 2012-13	AMENDED FY 2013-14	PROJECTED FY 2014-15	PROJECTED FY 2015-16
Total Revenue less appropriation	271,269	453,934	1,542,834	340,646
Total Expenditures	172,667	482,354	2,235,334	338,646
Income (Deficit)	98,602	(28,420)	(692,500)	2,000
Beginning Fund Balance	696,551	795,152	766,732	74,232
Ending Fund Balance	795,152	766,732	74,232	76,232
Unassigned Fund Balance	795,152	766,732	74,232	76,232

S:\Budget 2014-2015\Budget book\2014-2015 BUDGET BOOK PART III\fund balance 101, 202, 203, 414 for 6-17-14 council meeting.xlsx]General Fund 101
6/12/14 12:12 PM

MOTOR POOL FUND (641)
FUND BALANCE
FY 2013-2014, 2014-2015, and 2015-2016

	ACTUAL FY 2012-13	AMENDED FY 2013-14	PROJECTED FY 2014-15	PROJECTED FY 2015-16
Total Revenue less appropriation	485,140	578,946	754,100	756,565
Total Expenditures less Dep'n	1,400,715	1,128,359	1,450,883	998,923
Income (Deficit)	(915,575)	(549,413)	(696,783)	(242,358)
Beginning Fund Balance	4,324,355	3,408,780	2,859,367	2,162,584
Ending Fund Balance	3,408,780	2,859,367	2,162,584	1,920,226
Unassigned Fund Balance	3,408,780	2,859,367	2,162,584	1,920,226

PROPOSED DESIGNATION OF FUND BALANCE:
RESERVING \$2.5 M IN MOTOR POOL FUND BALANCE

S:\Budget 2014-2015\Budget book\2014-2015 BUDGET BOOK PART II\[fund balance 101, 202, 203, 414 for 6-17-14 council meeting.xlsx]General Fund 101
6/12/14 12:12 PM



**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
Daniel J. DuChene

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

REQUEST FOR LEGISLATION

DATE: June 12, 2014

FROM: Jesse O'Jack, Assistant Ypsilanti City Attorney

SUBJECT: Adoption of the International Property Maintenance Code 2012 edition.

SUMMARY/BACKGROUND

The City of Ypsilanti adopts and enforces a property maintenance code as part of its building regulations. Currently the City has adopted and enforces the International Property Maintenance Code 2006 edition as amended by the City Code. Normally, this code is amended every three years. This proposed legislation would replace the 2006 edition with the 2012 edition. The proposed legislation also includes proposed additions, insertions, and changes to that code which includes insertions required by the edition, and additions and changes to make the edition consistent with other laws adopted by the City, to clean-up and simplify the wording, remove duplication in the code, and to make other changes as recommended by the building department.

The following minor non-substantive revisions have been made to the proposed ordinance for the Second Reading: Caption headings have been added to 304.18.4 and 304.18.5 and item (1) under 605.4 has been moved to a separate heading under 605.4.1.

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. 2014-151
June 17, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That a ordinance to adopt the International Property Maintenance Code, entitled "AN ORDINANCE TO AMEND CHAPTER 18 OF THE YPSILANTI CITY CODE, ENTITLED "BUILDINGS AND BUILDING REGULATIONS," BY AMENDING ARTICLE V, "PROPERTY MAINTENANCE CODE," SECTION 18-91 "ADOPTION," TO REPLACE 2006 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE WITH THE 2012 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; BY AMENDING SECTION 18-92 "ADDITIONS, INSERTIONS AND CHANGES," BY DELETING THE PREVIOUS ADDITIONS, INSERTIONS AND CHANGES AS NECESSARY AND MAKING ADDITIONS, INSERTIONS AND CHANGES TO THE 2012 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE" be approved on Second and Final Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

The City of Ypsilanti

Ordinance No. 1223

AN ORDINANCE TO AMEND CHAPTER 18 OF THE YPSILANTI CITY CODE, ENTITLED "BUILDINGS AND BUILDING REGULATIONS," BY AMENDING ARTICLE V, "PROPERTY MAINTENANCE CODE," SECTION 18-91 "ADOPTION," TO REPLACE 2006 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE WITH THE 2012 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; BY AMENDING SECTION 18-92 "ADDITIONS, INSERTIONS AND CHANGES," BY DELETING THE PREVIOUS ADDITIONS, INSERTIONS AND CHANGES AS NECESSARY AND MAKING ADDITIONS, INSERTIONS AND CHANGES TO THE 2012 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE.

THE CITY OF YPSILANTI HEREBY ORDAINS:

Section 1: Amendments, additions, and deletions to Chapter 18, "Buildings and Building Regulations," Article V, "Property Maintenance Code," of the Code of Ordinances, City of Ypsilanti, Michigan.

That Chapter 18, "Buildings and Building Regulations," of the Ypsilanti City Code, Article V, "Property Maintenance Code," Section 18-91, "Adoption," is hereby amended as follows:

Sec. 18-91. Adoption.

That a certain document, three (3) copies of which are on file in the office of the city clerk, being marked and designated as the "International Property Maintenance Code, ~~2006~~ 2012 edition," as published by the International Code Council, be and hereby is adopted as the Property Maintenance Code of the City of Ypsilanti, in the State of Michigan for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the city clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in Section 18-92.

That Chapter 18, "Buildings and Building Regulations," of the Ypsilanti City Code, Article V, "Property Maintenance Code," Section 18-92, "Additions, insertions and changes," is hereby amended as follows:

Sec. 18-92. Additions, insertions and changes.

The International Property Maintenance Code adopted in section 18-91 is amended and revised in the following respects:

Section 101.1(page 1). Delete section and ~~insert~~ replace with:

101.1 Title. These regulations shall be known as the Property Maintenance Code of the City of Ypsilanti, hereinafter referred to as “this code.”

Section 102.3 (page 1). Delete section and ~~insert~~ replace with:

102.3 Application of other codes. Notwithstanding any reference in this code to other codes, no other codes are adopted by reference by the adoption of this code. Codes referenced by this code which have been adopted by the City of Ypsilanti elsewhere, as to repairs, additions or alterations to a structure, or changes of occupancy, ~~shall~~ must be done in accordance with the procedures and provisions of those referenced and adopted codes where the provisions and procedures of those codes are not in conflict with the provisions and procedures of this code. Additionally, nothing in this code ~~shall~~ is to be construed to cancel, modify, or set aside any provision of the City of Ypsilanti’s Zoning Ordinance.

Section 102.6 (page 1). Delete section and replace with:

102.6 Historic buildings. The provisions of this code are not mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest, health, safety and welfare. Pursuant to Chapter 54 of the Ypsilanti City Code any building or structure, publicly or privately owned, historic or non historic, located within a historic district is a "historic buildings" for the purposes of this section.

Section 103.5 (page 2). Delete section and ~~insert~~ replace with:

103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code are as adopted by resolution of the Ypsilanti City Council.

Section 104.1 ~~104.2~~ (page 2). Delete section and ~~insert~~ replace with:

104.1. 104.2. General. Rule-making authority. The code official is hereby authorized to enforce the provisions of this code. The code official ~~shall have~~ has authority as necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and procedures; to interpret and implement the provisions of this code; to secure the intent thereof; and to designate requirements applicable because of local climatic or other conditions. Such rules ~~shall~~ will not have the effect of waiving structural or fire performance requirements specifically provided for in this code, or of violating accepted engineering methods involving public safety. All rules ~~shall~~ take effect when approved by resolution of City Council. The rules ~~shall~~ will be published on the City's website.

Section 104.3 (page 2). Delete section and replace with:

104.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the

code official is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or premises is occupied the code official must present credentials to the occupant and request entry. If such structure or premises is unoccupied, the code official must first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. Entry must comply with the requirements of Section 58-138 of the Ypsilanti City Code "Regulation of entry." If entry is refused, the code official will have recourse to the remedies provided by law to secure entry.

Section 105.1 (page 2). Delete section and ~~insert~~ replace with:

105.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the Construction Board of Appeals appointed and acting pursuant to the provisions contained in section 18-31 of the Ypsilanti City Code, and in accordance with the state construction code act, MCL 125.1501 et seq., ~~shall have~~ has the authority to grant variances for individual cases, provided the Construction Board of Appeals ~~shall~~ first finds that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The code official may make written interpretations of this code. The details of actions granting modifications and making interpretations ~~shall~~ must be recorded and entered in the department files.

Section 106.3 (page 3). Delete section and ~~insert~~ replace with:

106.3 Prosecution of violation. Any person, firm, or corporation violating any provision of this article or failing to comply with a notice of violation or order served in accordance with section 107 is responsible for a blight violation, subject to payment of a civil fine as set forth in Section 71-73. Repeat offenses under this article are subject to increased fines as set forth in section 71-73. The imposition of a fine for any violation ~~shall~~ will not excuse the violation nor permit the violation to continue, and all such persons ~~shall be~~ are required to correct or remedy such violations or defects within a reasonable time. ~~and~~ ~~When~~ not otherwise specified, each day that violations continue ~~shall~~ constitute a separate offense. Violations will ~~shall~~ be considered a strict liability offense. If a notice of violation is not complied with, the code official will ~~shall~~ institute an administrative hearing pursuant to Chapter 71 of the City Code to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. The costs of any action taken ~~shall~~ will be charged against the real estate upon which the structure is located and ~~shall be~~ are a lien upon such real estate.

Section 110.1 (page 6)(~~page 4~~). This section is deleted.

Section 110.2 (page 6)(~~page 4~~). This section is deleted.

Section 110.3 (page 6)(~~page 4~~). This section is deleted.

Section 110.4 (page 6)(~~page 4~~). This section is deleted.

Section 111.1 (page 6)(~~page 5~~). This section is deleted.

Section 111.2 (page 6)(~~page 5~~). This section is deleted.

Section 111.2.1 (page 6)(~~page 5~~). This section is deleted.

Section 111.2.2 (page 6)(~~page 5~~). This section is deleted.

Section 111.2.3 (page 6)(~~page 5~~). This section is deleted.

Section 111.2.4 (page 6)(~~page 5~~). This section is deleted.

Section 111.2.5 (page 6)(~~page 5~~). This section is deleted.

Section 111.3 (page 6)(~~page 5~~). This section is deleted.

Section 111.4 (page 6)(~~page 5~~). This section is deleted.

Section 111.4.1 (page 6)(~~page 5~~). This section is deleted.

Section 111.5 (page 7)(~~page 5~~). This section is deleted.

Section 111.6 (page 7)(~~page 5~~). This section is deleted.

Section 111.6.1 (page 7)(~~page 5~~). This section is deleted.

Section 111.6.2 (page 7)(~~page 5~~). This section is deleted.

Section 112.4 (page 7). Delete section and replace with:

112.4 Failure to comply. Any person who continues any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, is liable as set forth in section 106.3 of this code.

Section 201.3 (page 9)(~~page 7~~)-Delete section and ~~insert~~ replace with:

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in other codes referenced by this code or adopted by the City, such terms ~~shall~~ have the meanings ascribed to them as stated in those codes.

Section 202 (page 10)Delete definition of owner and replace with:

Owner. Any person, agent, owner/agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the statute, county, or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, the executor or administrator of the estate of such person if ordered to take possession of real property by the court, and any person registered as an agent or owner/agent under Section 18-131 of the Ypsilanti City Code.

Section 202 ~~(page 10)~~~~(page 8)~~ Delete definition of workmanlike and ~~insert~~ replace with:
Workmanlike. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged, and without marring adjacent work. All materials and installation must ~~shall~~ be per manufacturer's instructions and in accordance with trade and industry standards.

Section 302.3 (page 11). Delete this section and replace with:

302. Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces, and similar areas must be kept in a proper state of repair, and maintained free from hazardous conditions. Repair and maintenance of public sidewalks will be enforced according to the procedures in Chapter 94, Streets, sidewalks and certain other public places, Article VII, Sidewalks, of the Ypsilanti City Code.

Section 302.4 ~~(page 11)~~~~(page 9)~~. Delete this section and ~~insert~~ replace with:

302.4 Weeds. All premises and exterior property ~~shall~~ must be maintained free from weeds or plant growth in excess of ten inches. All noxious weeds ~~shall be~~ are prohibited. Weeds ~~shall be~~ are defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term ~~shall~~ does not include cultivated flowers and gardens. This section ~~shall~~ will be enforced according to the procedures in Article III, Weed Control, Sections 110-80 through 110-86 of the Ypsilanti City Code.

Section 304.14 ~~(page 13)~~~~(page 10)~~. Delete section and ~~insert~~ replace with:

304.14 Insect screens. During the period from April 1 to November 1, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored ~~shall~~ must be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control ~~shall~~ must have a self-closing device in good working condition. Temporary expandable screens are not permitted.

Exception: Screens ~~shall~~ are not ~~be~~ required where other approved means, such as air curtains or insect repellent fans, are employed, or for owner occupied dwellings.

Section 304.17 ~~(page 13)~~~~(page 10)~~. Delete section and ~~insert~~ replace with:

304.17 Guards for basement windows. In dwellings where rodent problems have been identified, every basement window that is openable ~~shall~~ must be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

Section 304.18.1.1 (page 13). The following section is added:

Section 304.18.1.1 Swinging doors. A lock must be so constructed that the bolt may be retracted by the action of a single inside knob, thumbturn or lever. A lock must be capable of being deadlocked (not springloaded) from the interior and by an exterior key. The strike plate shall be securely attached to the frame of the doorway. For strike plates installed or replaced after September 17, 1984, the strike plate must be attached by woodscrews, a minimum of two inches in length, if the frame is made of wood.

Section 304.18.4 (page 13)(page 11). The following section is added:

Section 304.18.4 Peepholes. Every dwelling or rooming unit entrance door which does not contain a window or side light ~~shall~~ must be equipped with a wide angle peephole viewer installed between 43 and 60 inches from the floor.

Section 304.18.5 (page 13)(page 11). The following section is added:

Section 304.18.5 Secondary locks. Operable windows and sliding doors located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let or operable windows and sliding doors otherwise accessible from the exterior shall must be equipped with a secondary locking device to provide ventilation yet prohibit entry.

(a) Single and Double-hung windows shall must be equipped with pin ventilation locks or other secondary locks approved by the Building Department. If pin locks are used, the pins for such locks shall must be steel and the lock must be secured to the window frame by screws a minimum of three-fourths of an inch in length and the holes must be drilled at a slight downward angle through the inner frame and halfway into the outer frame. The pins must not require the use of any key or tool for removal. The pins shall be able to be inserted into holes Pin or vent locks must be installed in a way that allows the window to be secured in the closed position and in a position to allow for ventilation yet prohibit entry. The holes shall be drilled at a slight downward angle through the inner frame and halfway into the outer frame. The pins shall not require the use of any key or tool for removal.

(b) Sliding windows and doors ~~shall~~ must be equipped with a rod at least 3/4 inch in diameter or width, and of such length as to prevent the door or window from being opened when laid in the bottom track. Rods must fit loosely and not require force or knowledge for removal.

Section 304.18.6 (page 13)(page 11). The following section is added:

Section 304.18.6 Common Access: In multiple dwellings which are offered for rent or lease and where access to individual dwellings or rooming units are

obtained by means of common hallways and exterior doors, such exterior doors and any windows ~~shall~~ must be equipped as follows:

1. All doors ~~shall~~ must be self closing and self latching and ~~shall~~ must not be equipped with any type of hold open device.
2. All doors ~~shall~~ must be equipped with a lock requiring a key or code for entry from the exterior. The lock ~~shall~~ must operate without any key, code, tool or other special knowledge or effort from the interior and be of a type that remains locked from the exterior at all times. Electric releases are permitted, and if so equipped, the releases ~~shall~~ must be operable at all times. Strike plates ~~shall~~ must have protective guards on the exterior side to prevent the lock from being pried open.
3. If a common hallway has operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface, ~~the~~ .The windows shall must be equipped with locks as per section 304.18.5 309.1.1 and 309.1.2. The windows ~~shall~~ must be equipped with insect screens per section 304.14.4. Common tenant areas such as laundry rooms, storage areas, etc., which are accessed from a common hallway ~~shall~~ must have entry doors meeting the requirements of this section.

Section 305.3.1 (page 14). The following section is added:

305.3.1 Interior dampness. Every dwelling, including basement and crawl spaces, must be maintained reasonably free from dampness to prevent conditions conducive to decay, mold growth, and deterioration of the structure.

Section 309.1 (page 15). Delete section and replace with:

309.1 Infestation. All structures must be kept free from insect and rodent infestation. All structures in which insects or rodents are found must be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions must be taken by the owner, owner/agent, and occupant to prevent re-infestation.

Section 602.2 (page 21). Delete section and replace with:

602.2 Residential occupancies. Dwellings must be provided with heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit (20 degrees Celsius) in all habitable rooms, bathrooms, and toilet rooms based on the Winter outdoor design temperature for the locality indicated in Appendix D of the International Plumbing Code. The following may not be used to provide the required heating: cooking appliances, portable unvented fuel-burning space heaters, portable electric space heaters. Exception: In areas where the average monthly temperature is above 30 degrees Fahrenheit (-1 degrees Celsius), a minimum temperature of 65 degrees Fahrenheit (18 degrees Celsius) must be maintained.

Section 602.3 (page 17, fifth line). ~~Insert: September 15, May 15.~~

Section 602.3 (page 21). Delete section and replace with:

602.3 Heat supply. Every owner, owner/agent, and operator of any building who rents, leases, or lets one or more dwelling units or sleeping units on terms, either express or implied, to furnish heat to the occupants thereof must supply heat during the period from September 15 to May 15 to maintain a minimum temperature of 68 degrees Fahrenheit (20 degrees Celsius) in all habitable rooms, bathrooms, and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the Winter outdoor design temperature for the locality, maintenance of the minimum room temperature is not required provided that the heating system is operating at its full design capacity. The Winter outdoor design temperature for the locality is as indicated in appendix D of the International Plumbing Code.
2. In areas where the average monthly temperature is above 30 degrees Fahrenheit (-1 Celsius) a minimum temperature of 65 degrees Fahrenheit (18 degrees Celsius) must be maintained.
3. Structures with closed loop HVAC systems must provide heat within 30 days of the dates in section 602.3, based upon fluctuant weather conditions.

Section 602.4 (page 21)(~~page 17~~). Delete section and ~~insert~~ replace with:

602.4 Occupiable work spaces. Indoor occupiable work spaces ~~shall~~ must be supplied with heat at all times necessary to maintain a temperature of not less than 65 degrees F (18 degrees C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

Section 603.7 (page 21)(~~page 17~~). The following section is added:

603.7 HVAC Certification Requirement. All gas fired heating equipment ~~shall~~ must be serviced and inspected by a licensed mechanical contractor. The mechanical contractor ~~shall~~ must provide certification of inspection minimally every 4 years. The certification ~~shall~~ must be on a form approved by the Building Official. Inspectors may require cleaning and service more frequently based on observations made during the inspections.

Section 605.2 (page 22). Delete section and replace with:

605.2 Receptacles. Every habitable space in a dwelling must contain at least two separate and remote receptacle outlets. Every laundry area must contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom must contain at least one receptacle. Any new or replaced bathroom and kitchen receptacle outlet must have ground fault circuit interrupter protection. All receptacle outlets must have the appropriate faceplate cover for the location.

Section 605.4 (page 22). Delete section and replace with:

605.4 Wiring. Flexible cords and cables may not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

Section 605.4.1 (page 22). The following section is added:

605.4.1 Extension cords. Portable air conditioners, portable heaters, microwaves, and kitchen appliances may not be connected to an extension cord. No other electrical appliance or machine may be connected to an extension cord unless approved by the code official pursuant to section 105.2.

Section 605.5 (page 22). The following section is added:

605.5 Grounding. No electrical appliance, machine, and device designed to be connected to a grounded receptacle may be connected to a non-grounded receptacle or connected in any fashion that avoids or bypasses the grounding.

Section 701.1 (page 25)(page 19). Delete section and ~~insert~~ replace with:

701.1 Scope. The provisions of this chapter and the fire code adopted by the City of Ypsilanti ~~shall~~ govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

Section 702.1 (page 25)(page 19). Delete section and ~~insert~~ replace with:

702.1 General. A safe, continuous, and unobstructed path of travel ~~shall~~ must be provided from any point in a building or structure to the public way. Means of egress ~~shall~~ must comply with the Fire Code adopted by the City of Ypsilanti.

Section 702.2 (page 25)(page 19). Delete section and ~~insert~~ replace with:

702.2 Aisles. The required width of aisles in accordance with the Fire Code adopted by the City of Ypsilanti ~~shall~~ must be unobstructed.

Section 702.3 (page 25)(page 19). Delete section and ~~insert~~ replace with:

702.3 Locked doors. All means of egress doors ~~shall~~ must be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the Building Code enforced by the City of Ypsilanti.

Section 704.1 ~~(page 25)~~~~(page 19)~~. Delete this section and insert:

704.1 General. All systems, devices, and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof ~~shall~~ must be maintained in an operable condition at all times in accordance with the Fire Code adopted by the City of Ypsilanti.

Section 704.1.1 (page 25). Delete this section and replace with:

704.1.1 Automatic sprinkler systems. Inspections, testing and maintenance of automatic sprinkler systems must be in accordance with the Fire Code adopted by the City of Ypsilanti.

Section 704.2 ~~(page 25)~~~~(page 19)~~. Delete section and insert:

704.2 Smoke alarms. Single or multiple-station smoke alarms ~~shall~~ must be installed and maintained in Groups R-2, R-3, R-4, and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level ~~shall~~ will suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single or multiple-station smoke alarms ~~shall~~ must be installed in other groups in accordance with the Fire Code adopted by the City of Ypsilanti.

Section 705 ~~(page 26)~~~~(page 20)~~. The following section is added:

705 FIRE EXTINGUISHERS

705.1 Where required. Portable fire extinguishers ~~shall~~ must be installed as follows:

1. All multiple dwelling units, which are offered for rent or lease, ~~shall~~ must be equipped with a fire extinguisher with a minimum rating of 1-A:10-B:C 5ABC and meeting the requirements of the Fire Prevention Code of the City of Ypsilanti.
2. All common tenant areas in the structure in which ~~the said~~ units are located containing laundry equipment for tenant use ~~shall~~ must be equipped with a

fire extinguisher with a minimum rating of 3-A:40-B:C ~~10ABC~~ and meeting the requirements of the Fire Prevention Code of the City of Ypsilanti.

3. All one- or two-unit rental dwellings offered for rent or lease ~~shall~~ must be equipped with a fire extinguisher with a minimum rating of 1-A:10-B:C ~~10ABC~~ ~~and in addition to~~ meeting the minimum requirements of the Fire Prevention Code of the City of Ypsilanti.

705.2 Location. All extinguishers ~~shall~~ must be permanently mounted in conspicuous locations where they will be readily accessible and immediately available for use.

Section 2. Severability.

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

Section 3. Repeal.

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

Section 4. Savings Clause.

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

Section 5. Copies to be available.

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

Section 6. Publication and Effective Date.

The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be

published by printing the same in the Ypsilanti Courier. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS ____ DAY OF _____, 2014.

Paul Schreiber, Mayor

Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. ____ was published in the Ypsilanti Courier on the ____ day of _____, 2014.

Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the ____ day of _____, 2014.

Frances McMullan, City Clerk

Notice Published: May 14, 2014

First Reading: June 3, 2014

Second Reading: June 17, 2014

Published: _____

Effective Date: _____



**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
Daniel J. DuChene

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

REQUEST FOR LEGISLATION

DATE: June 17, 2014

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Fireworks Ordinance

SUMMARY/BACKGROUND

On March 5, 2013, this Council adopted Ordinance No. 1186, which regulated the use of consumer fireworks to the maximum extent possible under state law. Some three months later, Governor Rick Snyder signed an amendment to this state law that changed local government's ability to regulate this activity. Specifically, it specified that violating a local ordinance under the statute was limited to a civil fine. It also permitted local governments to regulate this use during certain hours during the three days surrounding a national holiday.

This proposed ordinance amends the Ypsilanti City Code of Ordinances to come into compliance with current state law, updates the language to regulate the use of consumer fireworks to the maximum extent possible, and considers all existing provisions of that relate to this activity.

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. 2014- 152
June 17, 2014

RESOLUTION TO ADOPT ORDINANCE TO AMEND FIREWORKS ORDINANCE:

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that: the ordinance entitled "An ordinance to amend the Ypsilanti City Code regarding the use of consumer fireworks within the City of Ypsilanti, pursuant to MCL 28.457(2) be adopted on Second and Final reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1224**

An ordinance to amend the Ypsilanti City Code regarding the use of consumer fireworks within the City of Ypsilanti, pursuant to MCL 28.457(2).

THE CITY OF YPSILANTI HEREBY ORDAINS:

Section 1: Amendments, additions, and deletions to the Code of Ordinances, City of Ypsilanti, Michigan.

(A) That the Ypsilanti City Code is hereby amended by adding Article IV, to be titled Fireworks, to Chapter 50, sections to be numbered 50-100 through 50-103, which sections read as follows:

Section 50-100. Purpose.

This ordinance provides for the regulation of the ignition, discharge, and use of consumer fireworks, as allowed under the Michigan Fireworks Safety Act, MCL 28.451 et seq., as amended. The City of Ypsilanti finds that consumer fireworks can endanger property, cause physical injury, and disrupt the peace and quality of the residents of the City of Ypsilanti.

Section 50-101. Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them, as may be amended by MCL 28.452, in this Section, except where the context clearly indicates a different meaning:

Consumer fireworks. The term “consumer fireworks” means fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States consumer product safety commission under 16 CFR parts 1500 and 1507, and that are listed in APA standard 87-1, 3.1.2, 3.1.3, or 3.5. Consumer fireworks does not include low-impact fireworks.

Low-impact fireworks. The term “low-impact fireworks” means ground and handheld sparkling devices as that phrase is defined under APA standard 87-1, 3.1, 3.1.1.1 to 3.1.1.8, and 3.5.

Section 50-102. Ignition, discharge, and use of consumer fireworks.

No person may ignite, discharge, or use consumer fireworks within the City of Ypsilanti. This prohibition does not include certain hours on the day preceding, the day of, or the day after a national holiday. On these days, this prohibition is still in effect during the hours from 1 a.m. and until 8 a.m. For the purposes of this Section, national holidays are determined by 5 U.S.C. 6103.

Section 50-103. Enforcement and Penalty.

A person who violates any provision of this division is responsible for a municipal civil infraction, subject to payment of a civil fine as set forth in section 70-38. Repeat offenses under this article shall be subject to increased fines as set forth in section 70-38.

(B) That Section 74-93 of the Ypsilanti City Code is hereby repealed and amended as follows:

~~74-93. Discharge of fireworks.~~

~~It shall be unlawful for a person to ignite, discharge or use consumer fireworks within the City of Ypsilanti on any day of the year which is not a national holiday, the day before a national holiday, or the day after a national holiday. For the purposes of this section, national holidays are determined by 5 U.S.C. 6103, consumer fireworks are defined by MCL 28.452(f).~~

(C) That Chapter 74, Article V, Division 2 of the Ypsilanti City Code be amended as follows:

Section 74-126. Definitions.

The following words, terms and phrases when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Explosive means the same as defined in the fire prevention code of the city, including, inter alia, dynamite, gunpowder and blasting caps.

~~*Fireworks* means the same as defined in section 243a of Act No. 358 of the Public Acts of Michigan of 1968 (MCL 750.243a), as amended.~~

Public place means any street, sidewalk, alley, park, government owned or government controlled building, common hallway or public room of any place of business or assembly open to the public, common hallway or public room of any dwelling of greater than two units, and any other place to which the public has lawful access.

Replica or facsimile of a firearm means any device or object which is a replica, facsimile, imitation or toy version of any firearm, including but not limited to toy guns, movie or stage props, starter pistols, inoperative firearms, models, replicas or any other device designed or used to imitate a firearm and is a substantial duplication of an actual firearm.

Weapon means any air pistol of less than .17 caliber, air rifle, slingshot, crossbow, bow, Molotov cocktail, fire bomb or bomb, knife having a blade three inches in length or longer, shurkins (throwing stars) and nunchaku, not including antique guns not in operating condition.

~~Section 74-130. Use of fireworks.~~

~~—No person shall knowingly fire, discharge, display or possess any fireworks, except of the type and under the conditions permitted by section 243b of Act No. 358 of the Public Acts of Michigan of 1968 (MCL 750.243b), as amended, and of the fire prevention code of the city. The city council shall grant permits for the use of fireworks under such section after approval of applications for such permits by the fire chief and chief of police.~~

Section 74-131. Discharge of weapons.

No person shall discharge any weapon within the city, except in connection with a regularly scheduled educational, recreational or training program under adequate supervision, including therein instruction in the use of weapons, a police department range, in connection with the performance of lawful duties of law enforcement or in connection with the protection of persons or property as provided by state law.

Section 74-132. Unlawful use of replica or facsimile of firearm.

(a) Unlawful display of replica, toy or imitation gun. It shall be unlawful for any person to brandish, aim, point or exhibit to any other person a replica or facsimile of a firearm in such a manner as to frighten, threaten, harass, panic or annoy any other person.

(b) Unlawful to carry or possess imitation gun in motor vehicle. It shall be unlawful for any person to carry or possess, whether concealed or displayed, in a motor vehicle in an area of the vehicle accessible to the occupants thereof, a replica or facsimile of a firearm with intent to brandish, use, aim or point such firearm to frighten, panic, threaten, harass or annoy any other person. Carrying or concealing of any such firearm under or near the driver's seat, glove box or dashboard shall be a prima facie rebuttable inference of such intent.

(c) Unlawful to brandish replica or facsimile of firearm in presence of police officer, firefighter or emergency medical technician. No person shall draw, exhibit or brandish a replica or facsimile of a firearm in the presence of a police officer, firefighter, medical emergency technician or paramedic is engaged in the performance of his duties and the person committing such brandishing knows or has reason to know that such police officer, firefighter, medical emergency technician or paramedic is engaged in the performance of his duties.

Sections 74-133—74-150. Reserved.

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

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

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

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

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

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2014.

Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the Washtenaw
Now on the _____ day of _____, 2014.

Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting
of the City Council held on the _____ day of _____, 2014.

Frances McMullan, City Clerk

Notice Published: May 21, 2014

First Reading: June 3, 2014

Second Reading: June 17, 2014

Published: _____

Effective Date: _____



Resolution No. 2014-153
June 17, 2014

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: