

1. City Council Regular Meeting Agenda

Documents:

[8-4-15 REVISED FINAL AGENDA.PDF](#)

2. City Council Regular Meeting Packet

Documents:

[REVISED 8-4-15 COUNCIL MEETING PACKET.PDF](#)

3. City Council Regular Meeting Action Minutes

Documents:

[8-4-15 ACTION MINUTES.PDF](#)



*Revised – 8/3/15*

**CITY OF YPSILANTI  
COUNCIL MEETING AGENDA  
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.  
YPSILANTI, MI 48197  
TUESDAY, AUGUST 4, 2015  
7:00 P.M.**

**I. CALL TO ORDER –**

**II. ROLL CALL –**

|                             |     |                     |     |
|-----------------------------|-----|---------------------|-----|
| Council Member Anne Brown   | P A | Council Member Robb | P A |
| Council Member Nicole Brown | P A | Council Member Vogt | P A |
| Council Member Murdock      | P A | Mayor Edmonds       | 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. INTRODUCTIONS –**

**VII. PRESENTATIONS –**

- Proclamation in recognition of the WWII 70th Anniversary/City's Victory Homefront Celebration

**VIII. AUDIENCE PARTICIPATION –**

**IX. REMARKS BY THE MAYOR –**

**X. PUBLIC HEARING –**

Public hearing on a resolution to grant a permanent, non-exclusive 10,000 square-foot easement over a portion of the southeast corner of City-owned property to Adams Outdoor Advertising Limited Partnership for the purpose of constructing and operating an electronic outdoor advertising structure and access to said structure.

- A. Resolution No. 2015-172, determination
- B. Open public hearing
- C. Resolution No. 2015-172A, close public hearing

**XI. MINUTES –**

Resolution No. 2015-165, approving minutes of July 21, 2015.

**XII. CONSENT AGENDA –**

Resolution No. 2015-166

1. Resolution No. 2015-167, approving elevator maintenance contract with Schindler Elevator.
2. Resolution No. 2015-168, approving contract with the Ypsilanti Downtown Development Authority (YDDA) for pedestrian trash pickup in DDA Area.
3. Resolution No. 2015-169, approving contract with Saladino Construction Co., Inc. for the construction of ADA sidewalk ramps throughout the city.
4. Resolution No. 2015-170, recognizing the Ypsilanti Youth Athletic Association as a non-profit organization operating in the city of Ypsilanti for the purpose of obtaining charitable gaming license.

**XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS -**

1. Resolution No. 2015-171, approving First Amendment to the Purchase Agreement with Washtenaw County for the sale of a portion of the Water Street Project for the construction of a recreation center.
2. Resolution No. 2015-173, approving the City maintaining wayfinding and parking signs located within city limits.
3. Resolution No. 2015-174, approving a two-year extension of the city's towing services contract with Wall Street Towing, Inc. (D.B.A. Budget/Stadium Towing).

**XIV. LIASON REPORTS –**

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Washtenaw Metro Alliance
- D. Urban County
- E. Freight House
- F. Parks and Recreation
- G. Millennial Mayors Conference
- H. Ypsilanti Downtown Development Authority
- I. Eastern Washtenaw Safety Alliance

**XV. COUNCIL PROPOSED BUSINESS –**

**XVI. COMMUNICATIONS FROM THE MAYOR –**

**Nominations:**

**Human Relations Commission**

Martha Valadez (replacing Aricka Lycan)  
310 Maple  
Ypsilanti, MI 48198  
Expiration: 11/1/2018

**Planning Commission**

Elizabeth Dahl MacGregor (replacing Nicki Sandberg)  
103 N. Lincoln  
Ypsilanti, MI 48198  
Expiration: 5/1/2017

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

**XVIII. AUDIENCE PARTICIPATION -**

**XIX. REMARKS FROM THE MAYOR -**

**XX. ADJOURNMENT –**

Resolution No. 2015-175, adjourning the Council meeting.



*Revised – 8/3/15*

**CITY OF YPSILANTI  
COUNCIL MEETING AGENDA  
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.  
YPSILANTI, MI 48197  
TUESDAY, AUGUST 4, 2015  
7:00 P.M.**

**I. CALL TO ORDER –**

**II. ROLL CALL –**

|                             |     |                     |     |
|-----------------------------|-----|---------------------|-----|
| Council Member Anne Brown   | P A | Council Member Robb | P A |
| Council Member Nicole Brown | P A | Council Member Vogt | P A |
| Council Member Murdock      | P A | Mayor Edmonds       | 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. INTRODUCTIONS –**

**VII. PRESENTATIONS –**

- Proclamation in recognition of the WWII 70th Anniversary/City's Victory Homefront Celebration

**VIII. AUDIENCE PARTICIPATION –**

**IX. REMARKS BY THE MAYOR –**

**X. PUBLIC HEARING –**

Public hearing on a resolution to grant a permanent, non-exclusive 10,000 square-foot easement over a portion of the southeast corner of City-owned property to Adams Outdoor Advertising Limited Partnership for the purpose of constructing and operating an electronic outdoor advertising structure and access to said structure.

- A. Resolution No. 2015-172, determination
- B. Open public hearing
- C. Resolution No. 2015-172A, close public hearing

**XI. MINUTES –**

Resolution No. 2015-165, approving minutes of July 21, 2015.

**XII. CONSENT AGENDA –**

Resolution No. 2015-166

1. Resolution No. 2015-167, approving elevator maintenance contract with Schindler Elevator.
2. Resolution No. 2015-168, approving contract with the Ypsilanti Downtown Development Authority (YDDA) for pedestrian trash pickup in DDA Area.
3. Resolution No. 2015-169, approving contract with Saladino Construction Co., Inc. for the construction of ADA sidewalk ramps throughout the city.
4. Resolution No. 2015-170, recognizing the Ypsilanti Youth Athletic Association as a non-profit organization operating in the city of Ypsilanti for the purpose of obtaining charitable gaming license.

**XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS -**

1. Resolution No. 2015-171, approving First Amendment to the Purchase Agreement with Washtenaw County for the sale of a portion of the Water Street Project for the construction of a recreation center.
2. Resolution No. 2015-173, approving the City maintaining wayfinding and parking signs located within city limits.
3. Resolution No. 2015-174, approving a two-year extension of the city's towing services contract with Wall Street Towing, Inc. (D.B.A. Budget/Stadium Towing).

**XIV. LIASON REPORTS –**

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Washtenaw Metro Alliance
- D. Urban County
- E. Freight House
- F. Parks and Recreation
- G. Millennial Mayors Conference
- H. Ypsilanti Downtown Development Authority
- I. Eastern Washtenaw Safety Alliance

**XV. COUNCIL PROPOSED BUSINESS –**

**XVI. COMMUNICATIONS FROM THE MAYOR –**

**Nominations:**

**Human Relations Commission**

Martha Valadez (replacing Aricka Lycan)  
310 Maple  
Ypsilanti, MI 48198  
Expiration: 11/1/2018

**Planning Commission**

Elizabeth Dahl MacGregor (replacing Nicki Sandberg)  
103 N. Lincoln  
Ypsilanti, MI 48198  
Expiration: 5/1/2017

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

**XVIII. AUDIENCE PARTICIPATION -**

**XIX. REMARKS FROM THE MAYOR -**

**XX. ADJOURNMENT –**

Resolution No. 2015-175, adjourning the Council meeting.



REQUEST FOR LEGISLATION  
7/16/2015

To: Mayor and Council

From: Beth Ernat, Director of Economic Development

Subject: Easement Agreement, Adams Outdoor

---

**SUMMARY & BACKGROUND:** Adams Outdoor Advertising Limited Partnership ("Adams") is currently leasing property located at the northeast corner of I-94 Huron River Interchange. The City and Adams had a 21-year lease for a digital billboard. Earlier this year, Adams reported to the City that they have been very unsuccessful in leasing one sign face as it is orientated properly to the highway. Adams has been evaluating several of their signs located throughout Ypsilanti.

The existing lease has several severability clauses, specifically, Adams may terminate their lease with the City should they not be able to lease the advertising. Adams started the termination process in April. As a countermeasure, Adams stated that they would be interested in relocating the existing sign further south on the property so that both sides would be visible and marketable. In order to facilitate such an agreement Adams offered to buy out their existing lease in exchange for a non-exclusive perpetual easement to relocate the existing sign.

The attached portion of the current lease agreement shows the fee schedule. Adams has made their July 2015 payment and has offered the City \$470,000 for the buy-out of the existing lease and the delivery of a non-exclusive perpetual easement for the relocation of the existing sign.

The existing lease runs through 2028 and the exact payoff would be \$560,175. However, the existing lease is able to be terminated with cause and no buy-out. There is an existing maintenance contract between Adams and the City concerning landscaping around the current location of the sign. The proposed easement agreement requires Adams to restore the existing site by removing the signs, post, and foundation to eight feet below grade and restoring the ground to it surrounding conditions. Landscaping will be required at the proposed new location.

As stated, Adams is doing a complete inventory of their Ypsilanti signs. The proposed agreement requires Adams to remove two existing advertising structures, totaling three sign faces. The first will be a one-face structure located on the south side of Michigan Avenue just east of W. Ainsworth Street; the second will be a two-faced structure located on the south side of Michigan Avenue, east of Ecorse Road. Demolitions must occur within 90 days of the Agreement.

Relocation of the existing sign is permitted by Ordinance as the sign would meet all zoning requirements and is currently a conforming use.

Adams has offered to allow the City to use unrented advertising space as a public service. All existing terms of the lease will stay in effect such as third party agreements and advertising copy restrictions.

Based on the proposed agreement, the City would be able to sell the subject parcel in its entirety with the easement.

Adams would use their existing access easement with extension to install and service the new sign. Adams is actively seeking a more convenient access easement from a neighboring property.

City Attorney, Mr. Barr, drafted a proposed lease agreement and has been in discussion with representatives and attorneys representing Adams.

**RECOMMENDED ACTION:** Staff recommends approval to enter into an easement agreement with Adams Outdoor Advertising Limited Partnership for the purposes of accepting a buy-out in the amount of \$470,000, granting a non-exclusive easement for the purposes of erecting a sign, and the demolition of three sign faces and erection of one new sign within the City of Ypsilanti.

**ATTACHMENTS:** map of sign locations, existing payment schedule for lease, and proposed Lease Agreement.

---

CITY MANAGER APPROVAL: \_\_\_\_\_ COUNCIL AGENDA DATE: \_\_\_\_\_

CITY MANAGER COMMENTS: \_\_\_\_\_

FISCAL SERVICES DIRECTOR APPROVAL: \_\_\_\_\_



Resolution No. 2015 -172  
August 4, 2015

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

WHEREAS, Adams Outdoor Advertising Limited Partnership ("Adams") seeks to relocate existing sign on City owned property and seeks to buy-out existing lease agreement; and

WHEREAS, the City the understands the inability of Adams to lease south sign face on existing structures, be true to Its ordinances regarding locations of signs and type of signs, and act within the best interest of the City; and

WHEREAS, both parties mutually agree to dissolve existing lease agreement for digital billboard sign located at I-94 and Huron Drive with a one-time payment of \$470,000 and grant a non-exclusive easement for the relocation of said sign at the expense of the owners.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council hereby authorizes the execution of the Agreement to Grant Easement with Adams Outdoor Advertising Limited Partnership.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

# City of Ypsilanti Inventory Map



# City of Ypsilanti Inventory

|   | <b>Lease</b> | <b>Face</b>  | <b>Site</b> | <b>Media Type</b> | <b>Site at</b>                            | <b>ZIP</b> | <b>Municipality</b> |
|---|--------------|--------------|-------------|-------------------|-------------------------------------------|------------|---------------------|
| 1 | 10108        | 20155, 20156 | 1174        | Poster            | Ecorse Rd 175 ft W/O Michigan Ave ES      | 48198      | City of Ypsilanti   |
| 2 | 10149        | 20153        | 1146        | Poster            | Michigan Ave W 120 ft E/O Ainsworth St SS | 48197      | City of Ypsilanti   |
| 3 | 10337        | 20151, 20152 | 1106        | Poster            | Michigan Ave W 175 ft W/O First St SS     | 48197      | City of Ypsilanti   |
| 4 | 10342        | 20080, 20081 | 1001        | Poster            | Michigan Ave 290 ft E/O Park St SS        | 48198      | City of Ypsilanti   |
| 5 | 10725        | 20102, 20103 | 1231        | Digital           | Michigan Ave 165 ft E/O Ecorse Rd SS      | 48198      | City of Ypsilanti   |
| 6 | 20725        | 39152, 39153 | 1017        | Digital           | I-94 885 ft E/O Huron St. NS              | 48197      | City of Ypsilanti   |
| 7 | 30011        | 20111        | 1190        | Poster            | W Michigan 50 ft E/O Ballard NS           | 48198      | City of Ypsilanti   |

# Development & Suggested Removals

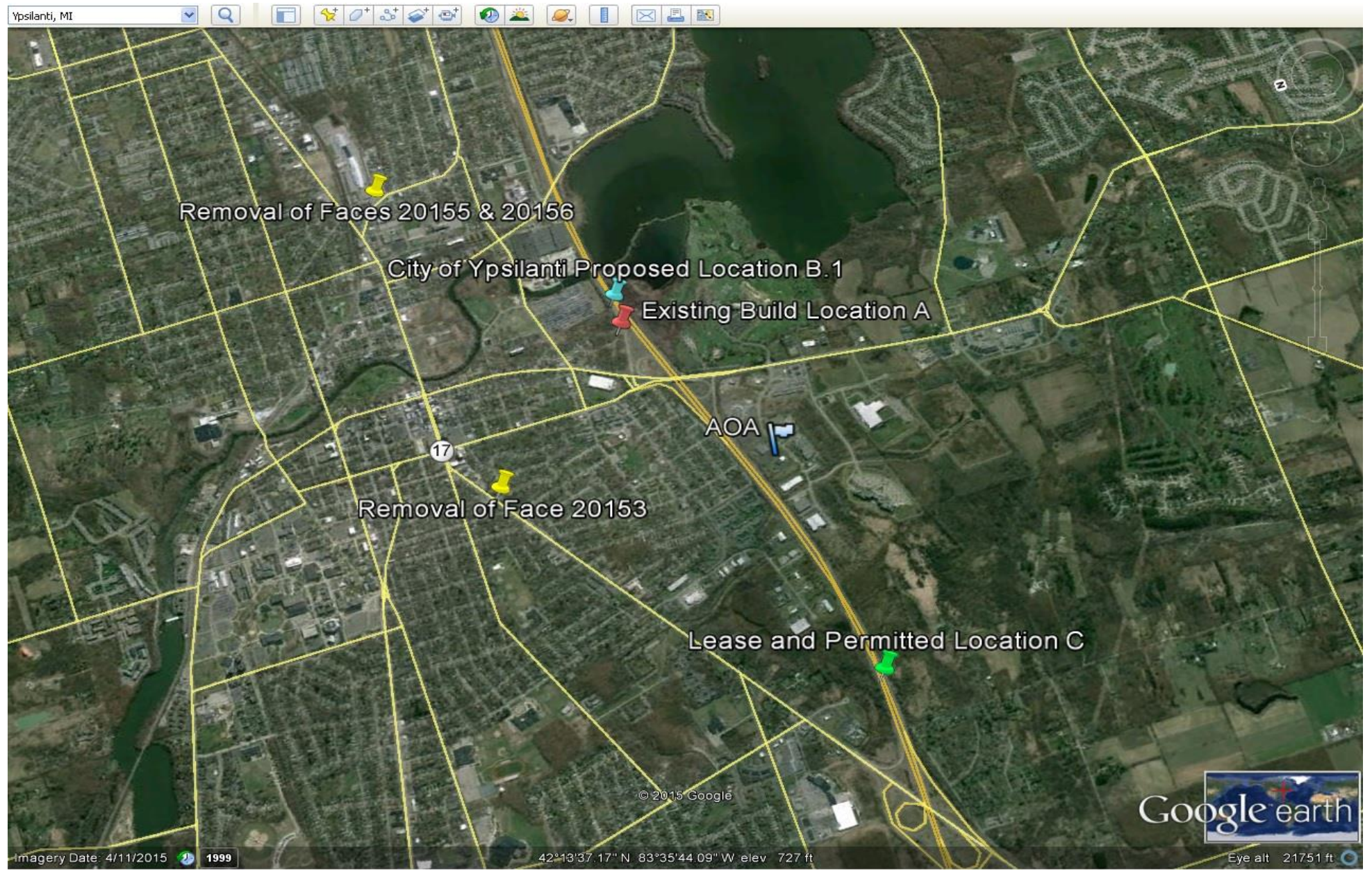
LEGEND:

Yellow – removals

Red – Existing location to be moved

Blue – Proposed new location

Green – Lease/Permitted (Free Methodist Church) location



Remove Face: 20153

Location: Michigan Ave W 120 ft E/O Ainsworth St SS

Details: Face 1, Facing West, Posters, Single, Washtenaw - East

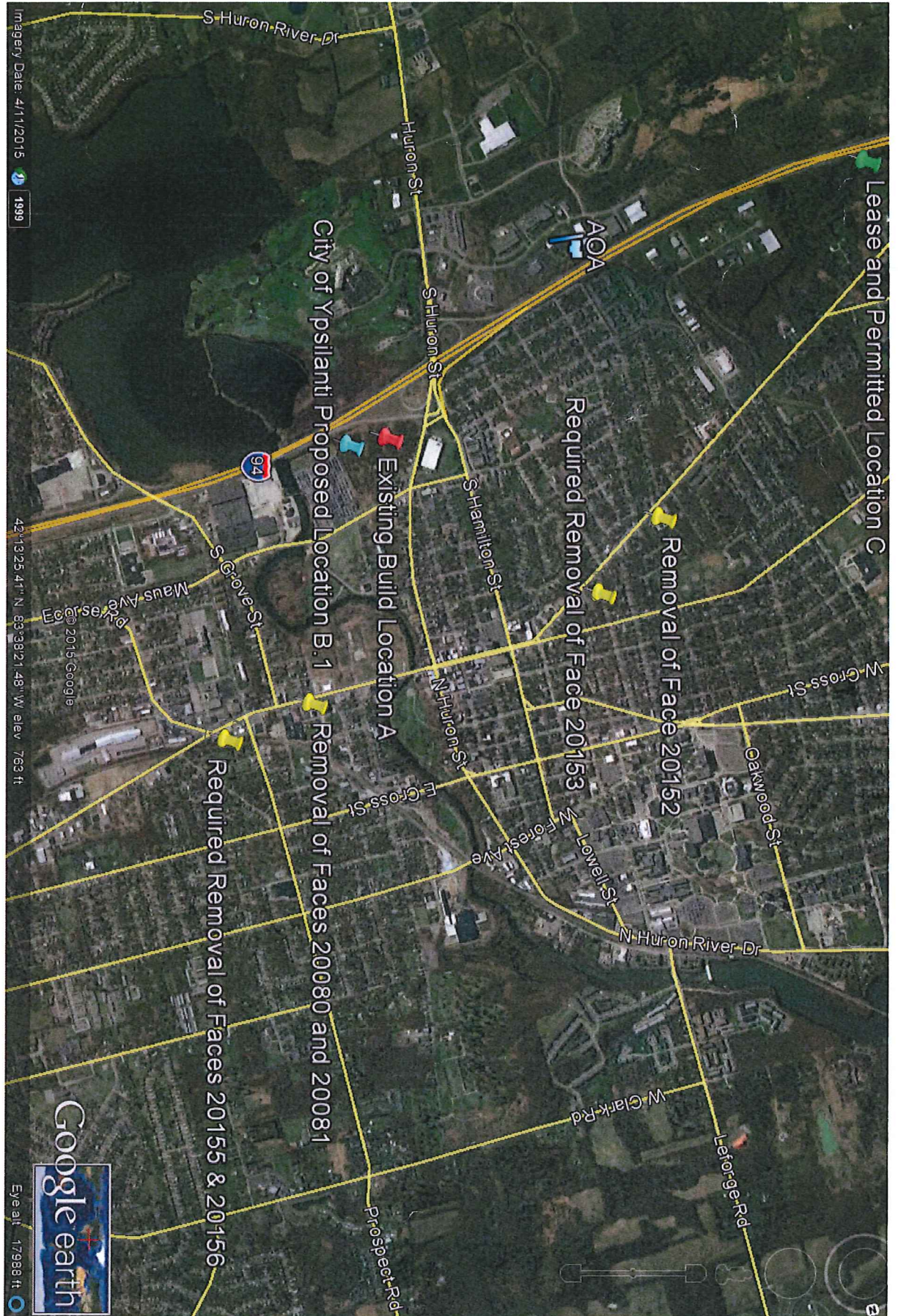


Remove Faces: 20155 & 20156

Location: Ecorse Rd 175 ft W/O Michigan Ave ES

Details: Facing North & South, Posters, Back to Back, Washtenaw - East





Imagery Date: 4/11/2015 1999

42°13'25.41"N 83°38'21.48"W elev 763 ft



Lease # 20725  
Board/Structures # \_\_\_\_\_

### LEASE AGREEMENT

is earlier, and shall continue annually on the same date according to the following schedule:

|             |            |             |
|-------------|------------|-------------|
| Lease Year: | 1 (2008):  | \$5,000.00  |
|             | 2 (2009):  | \$35,000.00 |
|             | 3 (2010):  | \$35,000.00 |
|             | 4 (2011):  | \$35,000.00 |
|             | 5 (2012):  | \$35,000.00 |
|             | 6 (2013):  | \$35,000.00 |
|             | 7 (2014):  | \$38,500.00 |
|             | 8 (2015):  | \$38,500.00 |
|             | 9 (2016):  | \$38,500.00 |
|             | 10 (2017): | \$38,500.00 |
|             | 11 (2018): | \$38,500.00 |
|             | 12 (2019): | \$42,350.00 |
|             | 13 (2020): | \$42,350.00 |
|             | 14 (2021): | \$42,350.00 |
|             | 15 (2022): | \$42,350.00 |
|             | 16 (2023): | \$42,350.00 |
|             | 17 (2024): | \$46,585.00 |
|             | 18 (2025): | \$46,585.00 |
|             | 19 (2026): | \$46,585.00 |
|             | 20 (2027): | \$46,585.00 |
|             | 21 (2028): | \$46,585.00 |

4. **TAXES AND ASSESSMENTS:** All taxes levied on personal property owned or leased by the lessee are the sole responsibility of the lessee.

5. **STRUCTURES:**

- a. The current structure on the property shall be completely removed by Lessee within ninety (90) days from approval of all necessary permits for construction for new structure. All demolition costs shall be at Lessee's expense. Lessee shall not be bound by this provision in the event that new construction permits for variances are not granted.
- b. The structures erected by the Lessee on the Property shall at all times be and remain the property of the Lessee and shall be removed by the Lessee before or within a reasonable time of termination or expiration of this lease, notwithstanding that such Structure is intended by Lessor and Lessee to be permanently affixed to the Property.
- c. Similarly, all license and permit rights relating to the use of the Property for outdoor advertising purposes are and shall at all times be and remain the property of the Lessee during the term of this agreement. It is understood and agreed that two (2) valid state permits for this location shall be transferred and conveyed from the Ypsilanti Area

### Agreement to Grant Easement

The City of Ypsilanti, a Michigan home rule city, whose address is 1 South Huron Street; Ypsilanti, MI 48197 ("Grantor"), and Adams Outdoor Advertising Limited Partnership, a Minnesota limited partnership, whose address is 880 James L. Hart Parkway, Ypsilanti, MI 48197 ("Grantee"), enter into this Agreement to Grant Easement ("Agreement") for the grant of a non-exclusive, perpetual easement over a portion of Grantor's property (the "Easement Area"). Grantor and Grantee may be referred to herein singularly as a "Party" and together as the "Parties."

WHEREAS, the Parties executed a lease agreement effective December 2, 2008 ("Lease Agreement"); and

WHEREAS, this Lease Agreement provided that Grantor leased to Grantee a portion of land located in the City of Ypsilanti, County of Washtenaw, State of Michigan, having a tax identification number of 11-11-37-101-007, for the purposes of erecting and operating an outdoor advertising structure; and

WHEREAS, the Grantee is now interested in terminating that Lease Agreement, removing the structure, purchasing a non-exclusive easement over a different portion of the above-mentioned parcel, and constructing a new sign on this Easement Area; and

WHEREAS, The Grantor is interested in moving forward with this arrangement;

NOW THEREFORE, the Parties agree to the following conditions:

1. Easement. The Easement is a non-exclusive, perpetual easement in an irregular, approximately 10,000 square foot area ("Sign Easement Area") located on the southeast corner of a parcel of land located in the City of Ypsilanti, County of Washtenaw, State of Michigan, having a tax identification number of 11-11-37-101-007. The easement shall grant the Grantee only the power and authority to erect operate and maintain an electronic outdoor advertising structure. Grantee will have 30 days from the Effective Date of this Agreement to provide a legal description, at Grantee's cost, of the Sign Easement Area to the Grantor. After receiving said legal description, Grantor will have 30 days to review, at Grantor's cost. If the Grantor does not object within 30 days of receiving the legal description from Grantee, then Grantor's approval will be assumed.
2. Ingress and Egress. Grantee is to have a non-exclusive, perpetual 20 foot wide easement over the parcel for ingress and egress to the Sign Easement Area ("Ingress and Egress Easement"). The Ingress and Egress Easement shall

provide access from a public right of way or, if agreeable with the neighboring owner, from the adjacent property to the east. Grantor may, in its sole discretion, change the route of the Ingress and Egress Easement from time to time with notice to the Grantee.

3. Purchase Price. The purchase price for the Easement Area is \$470,000, payable at the closing. Grantee has paid the lease payment for 2015 and the parties understand that any unearned portion of the lease payment is additional consideration for this agreement.
4. Delivery of Easement Agreement. At the closing, the Grantor agrees to execute and deliver to the Grantee the Easement Agreement. Said Easement Agreement will particularly describe the Easement Area and set forth the pertinent terms and conditions contained herein.
5. Effective Date. This Agreement will be effective on July 31, 2015 and will continue until closing, when the Easement Agreement will take effect.
6. Governmental Approval Period. Grantee will have 60 days after the Effective date of this Agreement to obtain any necessary approvals or permits from government agencies. If all such approvals and permits are obtained by Grantee before the end of this period, Grantee will notify Grantor of its ability to proceed with closing.
7. Closing. The closing will be held within 15 days of the expiration of the Governmental Approval Period and after the Parties have agreed to a legal description of the Sign Easement Area. The closing will be held at 1 South Huron Street, Ypsilanti, MI 48197, or at a time and place on which the Parties agree. At closing, the Grantor will sign and deliver the Sign Easement Agreement, including the Ingress and Egress Easement. The Grantee will pay the real estate transfer taxes, if any. The Grantee will pay the recording fees and prepare and file all recording and transfer affidavits. Each Party will sign a closing statement memorializing the transaction.
8. Removal of Additional Structures. Before closing, Grantee must demolish and remove two existing advertising structures in the City of Ypsilanti, making up three sign faces. The Parties have agreed that the first of these structures will be a one-face structure located on the south side of Michigan Avenue just east of W. Ainsworth Street and the second will be two-faced structure located on the south side of Michigan Avenue, east of Ecorse Road. Grantee will have 90 days to complete this condition.

9. Construction of New Structure and Removal of Old. After closing, as soon as reasonable considering weather, Grantee will construct the new structure on the Easement Area. This new structure must conform to existing laws, ordinances, and regulations. Grantee will demolish and remove the old structure under the Lease Agreement not later than 30 days after completion of the new structure. Regardless of when work begins on the new structure, Grantee must remove the old structure by July 1, 2016. In demolishing and removing the old structure, Grantee shall remove at least the first eight feet below grade of the foundation, and fill up to grade.
10. Termination of Lease Agreement. Grantee is required to make the \$38,500 payment for July 2015 under the Lease Agreement. Grantee has made such payment and Grantor acknowledges receipt. The Lease and obligation to pay rent shall continue until after closing and upon removal of the old structure and the satisfaction of all terms and conditions of this Agreement. At that time the Lease Agreement will terminate.
11. Maintenance Contract. The Parties entered a Maintenance Contract whereby Grantee agreed to install and maintain landscape improvements to the area of the old structure for a period of five years. The terms and obligations of this Maintenance Contract are to be transferred and carried over to the Sign Easement Area when the new structure is complete. Grantee agrees to move landscape improvements to the new structure and otherwise fulfill the Maintenance Contract.
12. Advertising Space. Grantee agrees to make advertising space available to the Grantor, on an as-available basis, upon request without charge, as a public service. Grantee will work with Grantor on content and design at no charge. The Parties agree terms and conditions of this arrangement will be substantially similar to the Advertising Trade Addendum executed by the Parties as part of the Lease Agreement.
13. Advertising Copy Restriction. Grantee agrees that no advertising copy may be installed or displayed on the structure that depicts gambling activities, sex/adult activities or businesses, alcohol, or tobacco. Grantee must remove any such advertising copy within five business days after receipt of written notice from Grantor. The limitations set forth in this provisions shall be narrowly construed.
14. Third Parties. Grantee shall have any and all obligation to satisfy any obligation to any third party and shall indemnify and hold the Grantor harmless from the same.

15. Insurance. Grantee shall obtain and maintain "All Risk" insurance in amount of not less than \$2,000,000 naming the Grantor as a named party at all times during the construction and existence of any sign on the Sign Easement Area.
16. Condition of Parcel. Grantee understands and acknowledges that the parcel in which the Easement Area is located is the site of a former landfill and located within a flood plain. Grantee assumes the legal risk and liabilities association with any construction issues and authorizations required to perform duties and responsibilities outlined in this Agreement.
17. Real Estate Brokers. The Parties represent to one another that no real estate brokers are involved in this transaction. Each Party indemnifies the other against the claims of any brokers and salespeople who allege that they have represented a Party or are entitled to a commission or fee as a result of the transaction.
18. Notices. All notices required by this Agreement are to be sent to the other Party in writing. The notices are to be delivered by first-class mail, return receipt requested.
19. Time is of the Essence. Time is of the essence in the performance of this Agreement.
20. Amendment. This Agreement may not be amended except in writing by the parties in writing.
21. Successors and Assigns. This agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.
22. Entire Agreement. This Agreement contains all the representations by each Party to the other and expresses the entire understanding between the Parties with respect to the contemplated transaction. All prior communications concerning the subject matter are merged in or replaced by this Agreement.
23. Choice of Law and Venue. This Agreement is to be performed in Washtenaw County, Michigan, and all legal venue lies exclusively therein. This Agreement is to be governed by and construed in accordance with the laws of Michigan.
24. Survival. Each provision of this Agreement is to be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Agreement is invalid or illegal, such decision is not to affect the rest of the Agreement, which is to remain in full force and effect.

So agreed:

ADAMS OUTDOOR ADVERTISING  
LIMITED PARTNERSHIP

By: \_\_\_\_\_

CITY OF YPSILANTI

By: \_\_\_\_\_

Amanda Edmonds, Mayor

By: \_\_\_\_\_

Frances McMullan, City Clerk

Approved as to form:

By: \_\_\_\_\_

John M. Barr, Ypsilanti City Attorney



Resolution No. 2015-172A  
August 4, 2015

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

THAT the public hearing on a resolution to grant a permanent, non-exclusive 10,000 square-foot easement over a portion of the southeast corner of City-owned property to Adams Outdoor Advertising Limited Partnership for the purpose of constructing and operating an electronic outdoor advertising structure and access to said structure be OFFICIALLY CLOSED.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE:



Resolution No. 2015 – 165  
August 4, 2015

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

That the Minutes of July 21, 2015 be approved.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



**CITY OF YPSILANTI  
COUNCIL MEETING AGENDA  
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.  
YPSILANTI, MI 48197  
TUESDAY, JULY 21, 2015  
6:00 P.M. – WORK SESSION  
7:00 P.M. – OPEN SESSION**

**I. CALL TO ORDER –**

The meeting was called to order at 6:09 p.m.

**II. ROLL CALL –**

|                             |         |                     |                |
|-----------------------------|---------|---------------------|----------------|
| Council Member Anne Brown   | Present | Council Member Robb | Present        |
| Council Member Nicole Brown | Present | Council Member Vogt | Absent         |
| Council Member Murdock      | Present | Mayor Edmonds       | (6:30) Present |
| Mayor Pro-Tem Richardson    | Present |                     |                |

Council Member Anne Brown moved, supported by Council Member Nicole Brown to excuse the absence of Council Member Vogt.

On a voice vote, the motion carried and the absence was excused.

**III. INVOCATION –**

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

**IV. PLEDGE OF ALLEGIANCE –**

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

**V. AGENDA APPROVAL –**

Council Member Anne Brown moved, supported by Council Member Nicole Brown.

On a voice vote, the motion carried and the agenda was approved as submitted.

**VI. WORK SESSION – 6:00 – 7:00 p.m.**

Work Session to discuss fee schedule.

Assistant to the City Manager Ericka Savage presented an overview of the proposed fee schedule.

Mayor Pro-Tem Richardson asked if the change in the FOIA policy caused the fees to increase or decrease. Ms. Savage responded that either is a possibility. The FOIA statute dictates the City may only charge actual costs to prepare the request.

Mayor Pro-Tem Richardson asked if Building Department fees will change. Ms. Savage responded there are slight changes such as increasing permit fees from \$2 to \$5. Mayor Pro-Tem Richardson asked why the fees are increasing. Economic Development Director Beth Ernat responded that building fees have not increased for the last three years, and the increase is proportional to current construction costs. Mayor Pro-Tem Richardson continued by asking if the cost to produce permits has increased. Ms. Ernat responded in the affirmative, and said building fees can only fund the Building Department. Ms. Ernat added that the fee is generated based on time spent by the building official, building inspector, and support staff.

Council Member Murdock stated permit fees had a shortfall of roughly 1%, and asked why fees were only raised by 10%. Ms. Ernat replied the fees will be able to support the department, and staff did not want to pass additional costs to the community. Council Member Murdock asked if there is not a shortfall in costs. Ms. Ernat responded all costs are being covered other than incidentals, and the proposed increase will close the gap while keeping residents in-mind.

Council Member Anne Brown asked why contractor registration fees did not increase. Ms. Ernat responded staff did not see a reason to increase that fee, and does not want registration to become a barrier for construction. Council Member Anne Brown asked what the rates are in the region. Ms. Ernat responded she does not have that information but can supply it if Council wishes. Ms. Ernat said it is difficult to compare building fees because they are related to the size of the department.

Council Member Murdock asked if the tax abatement application fee increase would apply to the Obsolete Property Rehabilitation Act (OPRA) grants. Ms. Ernat responded in the affirmative. Council Member Murdock asked if the Industrial Tax Abatement would have the same fee. Ms. Ernat responded in the affirmative.

Mayor Pro-Tem Richardson asked for clarification of "appeal of staff interpretation." Ms. Ernat explained that if an individual does not believe that staff is interpreting the code correctly, that individual may request the Zoning Board for a legislative appeal. Mayor Pro-Tem Richardson asked why the fee is \$250 and Ms. Ernat responded that the research involved requires a great deal of staff time, and opinion from the City Attorney's office.

Council Member Murdock asked if each property owner that is required to re-register for special non-conforming status will be required to pay the \$400 fee. Ms. Ernat replied in the affirmative, and said it is a onetime fee that will stay with the property. Council Member Murdock asked if property owners that have already completed this process will need to re-apply. Ms. Ernat responded no.

Council Member Murdock asked for an explanation of the fees tied to vacant buildings. Ms. Savage stated the fees are assessed when staff must inspect a vacant structure. Ms. Ernat responded that fee is attached to the dangerous buildings ordinance and Firefighter John Roe would be best suited to answer that question. Council Member Murdock asked if the fee was for the initial inspection. Ms. Ernat responded in the affirmative.

Firefighter John Roe stated the initial notice occurs when the property owner is notified that their building is going to be posted as a dangerous building. He said once the building is posted, it is inspected monthly and fees are paid for the inspections. He

stated \$300 is placed in escrow and once the building is brought to code, the escrow account is released.

Council Member Murdock asked what the \$50 fee for the dangerous building ordinance is for. Assistant City Attorney Jesse O'Jack responded the \$50 fee is for vacant building fees. He said if a vacant building meets certain conditions, it becomes a dangerous building, and the \$50 fee is increased to \$300.

Mayor Edmonds stated the intent is to deem a building dangerous and continue checking its status. Firefighter Roe responded in the affirmative.

Council Member Murdock asked what would cause a building to be inspected as a dangerous building. Firefighter Roe responded after a building is vacant for three months it can be inspected. He said for a building to be deemed dangerous, it is because the building has been broken into several times and either the Police or Fire Departments have to board up the structure. He said once that happens, the owner is notified and the building qualifies, it is added to the dangerous buildings list. Council Member Murdock asked if the empty buildings next to Abe's Coney Island and on Washington are on the vacant buildings list. Firefighter Roe responded in the negative. Council Member Murdock asked why and Firefighter Roe responded the City has begun the process with some of those buildings and owners fixed what was deemed as dangerous. Council Member Murdock asked if the building would still be inspected monthly. Firefighter Roe responded only buildings on the dangerous buildings list are inspected monthly.

Council Member Anne Brown asked if the Dangerous Buildings Ordinance applies to residential properties. Firefighter Roe responded in the affirmative. Council Member Anne Brown asked if fees for residential buildings are different than for commercial. Firefighter Roe responded no.

Council Member Anne Brown asked if that should be changed. Ms. Ernat explained that to change the fee structure, additional enforcement capacity would be needed, which is being discussed. She said one of the biggest issues is the amount of vacant buildings owned by the City.

Mayor Edmonds stated there are opportunities with the property maintenance code to have an effect and Council should revisit strategies to improve enforcement. Council Member Murdock stated the building maintenance code was not enforced because of city owned buildings located at Water Street were not at code.

Council Member Robb stated a building should not be added to the list simply because it is vacant. He said the City claimed to not enforce the dangerous buildings ordinance because the City did not impose the guidelines on itself, which he felt was a mistake. Mayor Pro-Tem Richardson replied the City should concern itself with its properties before citing citizens. Council Member Murdock stated if the City wants to focus on removing dangerous buildings then it should dedicate Community Development Block Grant funds to that task. Council Member Robb responded that is a policy decision and suggested the focus be on dangerous buildings.

Mayor Edmonds suggested the language be changed from vacant to blight. Council Member Robb stated blight is a relative term, and does not think it would be appropriate in this instance.

Ms. Ernat stated sometime in late September she will bring Council a property disposition policy. She said she hopes Council will make it a budget priority in order to maintain City owned property.

Council Member Robb asked for a clarification of engineering fees. Kent Early, OHM, responded somewhere between 2000 and the present, engineering fees were dis-associated from the fee schedule. Council Member Robb asked how fees are assessed. Mr. Early responded the \$500 fee covers two site plan reviews. He stated construction fees would be 8%, or a minimum of \$1,000, which would ensure work done within the public right-of-way, is correct. Council Member Robb stated there are two sections in the schedule that refer to site plans and asked why. Mr. Early replied the City has a two-step process, site plan review, and site plan and detailed engineering review. Council Member Robb stated currently in the fee schedule there is a site plan and a site plan plus engineering fees, and asked if individuals are asked to pay twice. Mr. Early responded it depends on the project if an individual would go through a site plan and detailed engineering, each of which has a fee.

Council Member Robb asked why staff listed site plan twice instead of simply combining them for a total of \$1,000. Ms. Ernat responded the original site plan review stems from the Planning Department and does not include engineering. Ms. Ernat explained the site plan is to ensure zoning compliance and the other is engineering standards. Ms. Ernat responded once an individual clears site plan review, \$500 will be put into an escrow account for detailed engineering, and if the plan is not accepted the \$500 will be returned. Council Member Robb stated the notes say site plan review fees are non-refundable. Ms. Ernat responded the City portion is non-refundable.

Mr. Early added the fee for engineering is placed in an escrow and if not used it will be returned.

Mayor Edmonds stated she went through this process in 2008, and the Building Department helped guide her through the experience. Ms. Ernat stated it is staff's intention to simplify the process by providing engineering in its own section in the fee schedule.

Mayor Pro-Tem Richardson informed Council that it is 7:00 p.m. and time to commence the regular meeting. Mayor Pro-Tem Richardson added another work session may be needed to ask further questions regarding the fee schedule.

Mayor Edmonds stated the fee schedule is an agenda item and further discussion can take place during that time.

## **VII. INTRODUCTIONS –**

Mayor Edmonds introduced the following individuals; Firefighter John Roe, Police Chief Tony DeGiusti, Economic Development Director Beth Ernat, County Parks and Recreation Deputy Director Coy Vaughn, Washtenaw County Parks and Recreation Commissioner Rolland Sizemore, County Parks and Recreation Commission Director Rob Tetens, Assistant City Attorneys Jesse O'Jack and Dan DuChene, DPS Director Stan Kirton, Jelani McGadney from Congresswoman Dingell's office, Huron River Watershed Council Deputy Director Elizabeth Riggs, and Assistant to the City Manager Ericka Savage.

## **VIII. PRESENTATIONS –**

Presentation on the Eastside County Recreation Center – Coy Vaughn **(See Website)**

Deputy Director Coy Vaughn presented an update on the design of the Washtenaw County Eastside Recreation Center.

Craig Borum, design lead architect, presented the design of the Washtenaw County Eastside Recreation Center.

Council Member Anne Brown asked what the budget is for the project. Mr. Borum replied \$10 million.

Mayor Edmonds commented that there are no trees along Michigan Ave. Mr. Vaughn stated the projects will follow the standards set by the City.

Mayor Pro-Tem Richardson asked where the building will be located on Michigan Ave. Mr. Borum replied the building would be across from the Honda dealership lot.

Council Member Nicole Brown asked if the design includes a meeting space to help facilitate programs. Mr. Borum responded in the affirmative.

Council Member Anne Brown asked if the facility includes childcare. Mr. Borum responded there is not a full daycare present but there is a child drop-off.

Council Member Anne Brown asked how many community residents are involved in the design process. Mr. Borum responded there are three residents officially assisting in design.

Mayor Edmonds asked the names of the three residents. Mr. Tetens responded Lisa Wozniak, Rebekah Chor, Jane Anschuetz, and Bob Krzewinski.

Council Member Murdock asked if there was an entrance of Michigan Ave. Mr. Tetens answered the entrance is off of Parsons St.

Council Member Murdock stated originally this agenda included an amendment to a purchase agreement, but it was pulled due to unresolved issues. Council Member Murdock asked what the unresolved issues were. Mr. Tetens responded there was a need to clarify language of the amendment.

Ms. Ernat replied there was an issue on how language regarding infrastructure would be worded. She said it is not an issue that is not resolvable it was simply a matter of timing. Council Member Murdock asked if it would be reasonable to add the amendment to the purchase agreement on the August 4<sup>th</sup> agenda. Ms. Ernat responded in the affirmative.

City Manager Lange added he sent an email this morning explaining why the item was being pulled.

Mayor Edmonds stated she is disappointed a door will not be located on Michigan Ave. She said the landscape planning will make a big difference making the frontage more welcoming.

Council Member Murdock stated the design has a flat roof, and asked if there was a plan to install a green roof, or solar panels. Mr. Borum replied there has been discussion but it is not included in the construction budget.

Mr. Vaughn stated he has spoken with staff about installing a construction sign on the site incorporating the Border to Border Trail and the Eastside Recreation Center to let the public know construction will begin soon on the site.

Presentation on website design refresh – Dan Schultz, CivicPlus

Assistant to the City Manager Ericka Savage provided a brief introduction of the City's website refresh.

Dan Schultz, CivicPlus, provided an overview of the City website refresh.

Mayor Edmonds asked where the CivicPlus is located. Mr. Schultz replied Manhattan, Kansas. Mayor Edmonds asked if CivicPlus would be changing architecture/navigation of the website. Mr. Schultz replied in the affirmative.

Council Member Anne Brown asked if the fillable forms could be printed. Mr. Schultz replied in the affirmative.

Mayor Edmonds asked Mr. Schultz to provide an overview of the plan he has for Ypsilanti's website. Mr. Schultz replied his company is collaborative and all projects are built based on user feedback. Mr. Schultz added the timeline is flexible to allow specific pieces of the project to be implemented.

Ms. Savage stated the first phase of the City's plan is to gather input from staff and Council.

Mayor Edmonds stated she would like to have user analysis, and asked when that will be included in the website design. Mr. Schultz responded that CivicPlus has a set of best practices on how to implement user analysis, and past work to provide the user a sense of what can be done. Mr. Schultz added all of this information can be brought to the website committee.

Mayor Edmonds asked what the web committee is. Ms. Savage responded the composition of the web committee is at the discretion of Council.

Mayor Edmonds stated she would like to understand how to vet complaints from the public and use that information to improve the website. Mr. Schultz replied his company has performed public surveys in the past to deliver feedback from the public. Mayor Edmonds stated the graphic designers would decide how to balance photos provided for the website. Mr. Schultz responded in the affirmative.

Council Member Anne Brown asked who the lead staff person is. Ms. Savage responded it was her. Council Member Anne Brown asked who else is on the committee in terms of staff. Ms. Savage the committee has not yet been formed.

Mayor Edmonds stated community residents might be willing to submit photos for the website, and asked if that has been something Mr. Schultz has seen in the past. Mr. Schultz responded in the affirmative.

Ms. Savage stated she wanted to highlight CivicPlus will provide a redesign for free, every four years.

Mayor Edmonds asked City Manager Lange about the next steps. City Manager Lange stated it is a policy decision on how Council would like to proceed.

Council Member Anne Brown asked if a staff committee has already been formed. Ms. Savage responded that there was not and she would prefer to have input from Council and the public first.

Ms. Savage asked if there is a consensus on Council to place a survey on the website for public input. Council agreed. Ms. Savage asked if any Council Members would like to sit

on the website committee. Mayor Edmonds offered to be involved at check-in points. Council Member Nicole Brown agreed to check in on the committee.

Mayor Edmonds stated information developed by the on-line survey will be useful in deciding what departments should be represented on the committee.

Council Member Robb said the issue is that staff does not know how to properly use the website and changing website design providers does not solve that problem. Ms. Savage agreed that most employees do not know how to use the website, and only two have received training. Ms. Savage stated the problem now is that the current website company is charging the City for everything it does because the contract has expired.

Mr. Robb re-stated the problem is staff does not know how to use the current website, and asked how that will be fixed. Mr. Schultz replied CivicPlus has 51,000 municipal employees that log-in to CivicPlus websites everyday so it is important that the website is very simple to use. Mr. Schultz added his company offers 7:00 a.m. to 7:00 user support to walk staff through any problem and there is a certification process that can be required before any employee uploads to the website.

Mayor Edmonds asked if these items are free. Mr. Shultz responded in the affirmative.

Council Member Robb asked if CivicPlus will be providing a template, or a website design. Mr. Schultz responded it is a unique design process. Council Member Robb asked if Council could be provided with list of communities serviced by CivicPlus. Mr. Schultz responded in the affirmative.

Mayor Edmonds asked if CivicPlus has performed any work in Michigan. Mr. Schultz responded in the affirmative, adding that Sterling Heights launched their site recently, Canton Township, Waterford, Portland, East Lansing, and many more in Michigan.

Mayor Edmonds asked if the See.Click.Fix. could be incorporated into the website. Mr. Schultz replied in the affirmative.

Mr. Lange stated he would hope Council Member Robb would be a part of the committee to develop this website. Council Member Robb responded the current website is a serviceable website, but it can't be updated, and his big focus is to not select another website that will not be able to be used properly in a few years.

## **IX. AUDIENCE PARTICIPATION –**

1. Gail Wolcuff, 104 S. Huron, Dedicated to Make a Change, stated Make a Change has spent the last year providing teens with positive things to do, and found it discouraging that the Heritage Festival website noted that no minors will be admitted without an adult. She provided several ideas that could help to circumvent that rule.
2. Justin Thomas, 104 S. Huron, Dedicated to Make a Change, stated a teen party will be held August 1<sup>st</sup> from 8:00 p.m. until 11:00 p.m. at the Senior Center at 1015 N. Congress. He stated this party is to show the community teens can have a party that does not result in violence. He asked if the City could support the party through donations for food and beverage, chaperons, or even stopping by 104 S. Huron and show support.
3. Elizabeth Riggs, Deputy Director Huron River Watershed Council, stated an application was put together and sent to the Department of the Interior to recognize the Huron River as a nationally designated water trail, and the

applications was accepted. She says it may increase the potential to receive grant funding for further work along the river. She stated that trail towns are a focus to leverage recreation along the Huron.

**X. REMARKS BY THE MAYOR –**

- Thanked Council Member Anne Brown, the HRWC staff, and anyone else who are helping to develop trail towns in Ypsilanti.
- Stated she appreciated hearing from the young people from Dedicated to Make a Change.

**XI. MINUTES –**

Resolution No. 2015-153, approving minutes of July 7, 2015.

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

**That the Minutes of July 7, 2015 be approved.**

OFFERED BY: Mayor Pro-Tem Richardson

SUPPORTED BY: Council Member Nicole Brown

On a voice vote, the motion carried and the minutes were approved.

**XII. CONSENT AGENDA –**

Resolution No. 2015-154

1. Resolution No. 2015-155, approving delegate and alternate to the Municipal Employees' Retirement System (MERS) 69<sup>th</sup> Annual Meeting.

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

**WHEREAS, the Municipal Employees' Retirement System of Michigan covers all full-time City employees excluding Fire and Police Pension system Members, and**

**WHEREAS, the Municipal Employees' Retirement System is holding its annual meeting  
October 8 – 9, 2015 in Grand Rapids, MI and**

**WHEREAS, the Municipal Employees' Retirement System allows an employee delegate to be elected by secret ballot, and**

**WHEREAS, the employees have elected James Jackson from the Ordinance Enforcement Office as delegate with Anthony Bostic from the Department of Public Works as the alternate,**

**THEREFORE, BE IT RERESOLVED, that these employees be appointed as employee delegate and alternate.**

2. Resolution No. 2015-156, approving purchase of two (2) Ford interceptor police vehicles from Gorno Ford.

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

**WHEREAS, the City of Ypsilanti Police Department desires to replace two (2) Patrol Vehicle with 2015 Ford Police Interceptors; and**

**WHEREAS, the City of Ypsilanti Police Department has been allocated funds in the FY 2015-16 budget for the purpose of purchasing these vehicles; and**

**WHEREAS, Gorno Ford of Woodhaven, Michigan has provided State of Michigan bid pricing in the amount of \$49,040.00; and THEREFORE BE IT RESOLVED, that the \$49,040.00 to purchase and outfit this vehicle be expended from the \$80,000 budgeted in account 641-7-9330-987-10.**

**BE IT FURTHER RESOLVED, that the Chief of Police be authorized to sign all necessary documents needed to execute the vehicle purchase.**

3. Resolution No. 2015-157, approving the use of YCUA City Division Reserve for construction funds for the Adams Street Water Main Replacement.

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

**WHEREAS, at its June 24, 2015 regular meeting, the YCUA Board of Commissioners recommended to the Ypsilanti City Council that the YCUA City Division Reserve for Construction Fund be used to finance the North Adams Street water services project; and**

**WHEREAS, the use of these funds requires the approval of City Council; and**

**WHEREAS, said water services project will be done in conjunction with the City's road improvement project for North Adams Street between Pearl and Cross streets; and**

**WHEREAS, MDOT is overseeing the project on behalf of the City and has included the replacement of the existing water main and appurtenances on YCUA's behalf; and**

**WHEREAS, the cost of construction and engineering for the project is estimated to be \$236,250;**

**NOW THEREFOR BE IT RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that: the City Council authorizes YCUA to use the YCUA Division Reserve for Construction Fund for the North Adams Street water services project up to the amount of \$236,260, pursuant to Sec. 106-497 of the Code of Ordinances for the City of Ypsilanti.**

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

On a roll call, the vote to approve the Consent Agenda was as follows:

|                          |     |                     |        |
|--------------------------|-----|---------------------|--------|
| Council Member N. Brown  | Yes | Council Member Robb | Yes    |
| Council Member Murdock   | Yes | Mayor Edmonds       | Yes    |
| Mayor Pro-Tem Richardson | Yes | Council Member Vogt | Absent |
| Council Member A. Brown  | Yes |                     |        |

VOTE:

YES: 6 NO: 0 ABSENT: 1 (Vogt) VOTE: Carried

**XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS -**

- ~~1. Resolution No. 2015-158, approving First Amendment to the Purchase Agreement with Washtenaw County for the sale of a portion of the Water Street Project for the construction of a recreation center.~~
2. Resolution No. 2015-128, 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 Anne Brown  
SUPPORTED BY: Council Member Nicole Brown

Council Member Murdock moved, Supported by Council Member Anne Brown to table this item until after Resolution No. 2015-163A.

On a voice vote, the motion carried and the item was tabled.

3. Resolution No. 2015-159, awarding City Attorney contract.

**RESOLVED BY THE CITY COUNCIL OF YPSILANTI**

**WHEREAS, The City of Ypsilanti requested proposals for legal services to provide an Annual Retainer for general and prosecution legal services and an hourly rate for litigation services; and**

**WHEREAS, staff has analyzed said proposals, and evaluated the law firms on their compliance, qualifications and cost; and**

**WHEREAS, staff is recommending to City Council that Barr, Anhut & Associates be selected to represent the City for legal services for the annual sum of \$220,000 for general and prosecution matters and \$125 per hour for litigation matters.**

**NOW THEREFORE IT IS RESOLVED THAT the City Council approves the recommendation of the City Manager for Barr, Anhut & Associates to represent the City for legal services and is**

**authorized to sign a three (3) year contract based on the firm's bid.**

OFFERED BY: Council Member Nicole Brown  
SUPPORTED BY: Mayor Pro-Tem Richardson

Council Member Robb asked why the other two firms were disqualified. Assistant to the City Attorney Ericka Savage responded the other firms provided hourly rates rather than a fixed annual retainer.

Ms. Savage provided a summary of the Request for Legislation (RFL) provided in the City Council Meeting Packet.

Council Member Murdock asked if a large part of the City's litigation is handled by the insurance provider. City Attorney John Barr responded the Michigan Municipal League, who provides the City's liability insurance, has a legal team that handles a large portion of litigation. He said litigation provided by the Attorney's office is if the City is suing someone or a case that is not covered by MML.

On a roll call, the vote to approve the Resolution No. 2015-159 was as follows:

|                          |     |                     |        |
|--------------------------|-----|---------------------|--------|
| Council Member N. Brown  | Yes | Council Member Robb | Yes    |
| Council Member Murdock   | Yes | Mayor Edmonds       | Yes    |
| Mayor Pro-Tem Richardson | Yes | Council Member Vogt | Absent |
| Council Member A. Brown  | Yes |                     |        |

VOTE:

YES: 6                      NO: 0                      ABSENT: 1 (Vogt)                      VOTE: Carried

4. Resolution No. 2015-160, awarding contract for janitorial services.

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

**WHEREAS, proposals were duly solicited for janitorial services for City Hall, Ypsilanti Police Station, Parkridge Community Center and the Ypsilanti Public Services Office; and**

**WHEREAS, the bid of \$33,180 annually submitted by RNA Facilities Management of Ann Arbor, MI meets the specifications, and would best serve the interests of the City; and**

**WHEREAS, RNA is successfully performing other janitorial contracts in the public realm.**

**NOW, THEREFORE, BE IT RESOLVED THAT the Ypsilanti City Council approves the proposal from RNA Facilities Management, 4722 S. State Rd. Ann Arbor, MI 48108 in the amount of \$2765 per month.**

**FURTHER, that \$33,180 annually be authorized for expenditure from account 101-7-2650-932-00; and**

**THAT the City Manager is authorized to sign the contract documents and any change orders, subject to approval by the City Attorney, to complete the award of this contract.**

OFFERED BY: Council Member Brian Robb  
SUPPORTED BY: Council Member Nicole Brown

DPS Director Stan Kirton informed Council that DPS General Foreman Chris Simmons and representation from RNA are here to answer questions.

General Foreman Chris Simmons stated staff is not recommending the lowest bids based on concerns of facility users. Mr. Simmons stated RNA's bid provided more hours devoted to cleaning. He said by staff calculations, RNA's bid was the most realistic for what it would take to clean City facilities. He added that RNA also came with excellent recommendations.

Mayor Pro-Tem Richardson asked what company currently has the contract. Mr. Kirton replied a company named "Do All". Mayor Pro-Tem Richardson asked what the dissatisfaction was with that company. Mr. Kirton replied there have been many complaints especially from City Hall staff. Mayor Pro-Tem Richardson asked why staff did not choose Beverly's Janitorial and Maid Service. Mr. Kirton replied that company did not include trashcan liners in its bid.

Council Member Anne Brown asked how many companies that submitted bids were based in Ypsilanti. Mr. Kirton replied there were several. Council Member Anne Brown asked what the duration of the contract is, to which, Mr. Kirton replied the contract length is one year with the possibility of renewal.

Council Member Robb asked how many annual hours does this contract provide. Mr. Simmons stated the contract is close to 40 hours per week.

Council Member Anne Brown asked how many buildings are covered in the contract. Mr. Kirton answered the contract includes the Parkridge Center, Police Department, City Hall, and DPS.

Mayor Edmonds asked if it was verified that the company pays a living wage. Mr. Kirton responded in the affirmative.

Council Member Anne Brown asked if the Senior Center is included. Mr. Kirton replied the County provides that service.

Mayor Pro-Tem Richardson asked if what the Senior Center is paying is less than what RNA is quoting. Mr. Kirton replied he is not certain what the Senior Center is paying.

Council Member Murdock asked how the Request for Proposal (RFP) was designed. Mr. Kirton responded there were specifications explaining what the contract entailed. Council Member Murdock asked if the number of hours were included in the RFP. Mr. Kirton replied they were not include; the company determines how many hours it would take to clean the facility.

Mayor Pro-Tem Richardson stated she would have preferred to have awarded the contract to an Ypsilanti based company.

Mayor Edmonds stated a Council action could add extra points to companies submitting bids and located within the City. Mayor Edmonds added the County has already created templates for the RFP point system which could be easily implemented by the City.

Mayor Pro-Tem Richardson stated she would like staff to move forward and implement the Counties system.

Council Member Murdock stated Council has gone through that process several times and it has never been able to accomplish that goal.

Mayor Edmonds stated the process has evolved in local governments across the country over the last several years.

Council Member Robb stated the County is able to do it because it has much larger RFP's, and is countywide.

City Manager Lange stated the improvements that have been made to City Hall that are helping improve health quality of employees. He said the building needs to be maintained, so he supports this recommendation.

Alex Farha, RNA, stated he understands the concerns of Council and he, Ziad Arad, and at least 30 to 40 of RNA's 150 employees are Ypsilanti residents. He stated RNA services Washtenaw Community College and Michigan Works and all the employees that service those facilities live in Ypsilanti.

Ziad Arad, RNA, stated it is RNA's goal to interact with its clients to ensure that work is done at a high standard.

Mr. Farha added that RNA is a green company which he understands is a goal of Council.

Mayor Edmonds asked what the entry wage level for employees. Mr. Arad responded \$14 an hour. Mayor Edmonds asked if employees are given paid sick leave. Mr. Farha responded in the affirmative.

Council Member Anne Brown stated she appreciates that much of the company are residents of Ypsilanti.

On a roll call, the vote to approve the Resolution No. 2015-160 was as follows:

|                          |     |                     |        |
|--------------------------|-----|---------------------|--------|
| Council Member N. Brown  | Yes | Council Member Robb | Yes    |
| Council Member Murdock   | Yes | Mayor Edmonds       | Yes    |
| Mayor Pro-Tem Richardson | Yes | Council Member Vogt | Absent |
| Council Member A. Brown  | Yes |                     |        |

VOTE:

YES: 6                      NO: 0                      ABSENT: 1 (Vogt)                      VOTE: Carried

5. Resolution No. 2015-161, approving design engineering services with OHM for traffic signal upgrades at Prospect Road and Michigan Avenue.

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

**WHEREAS, Michigan Department of Transportation Safety Program Funds has been programmed for traffic signal upgrades at the Prospect Road and Michigan Avenue intersection for spring of 2016 construction season; and**

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

**WHEREAS, it is necessary to secure design engineering services to meet MDOT permitting requirements and keep this project on schedule for the 2016 construction year;**

**NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the proposal for design engineering services with Orchard, Hiltz & McCliment, Inc., 34000 Plymouth Road, Livonia, MI at a not to exceed cost of \$29,750; and**

**THAT the Mayor and City Clerk are authorized to sign this proposal, 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: Mayor Pro-Tem Richardson  
SUPPORTED BY: Council Member Nicole Brown

DPS Director Stan Kirton stated this is a safety project slated for this year, but the inability to secure federal grant funding pushed the project to next spring. He said the approval of this resolution will permit the design process to be completed now so it will be complete for construction next spring.

Mr. Lange asked if the federal aid has been approved to a point that the City can be certain funding will be available. Kent Early, OHM, added that it is currently being discussed, but MDOT does have funding to complete this project. Mr. Lange stated the state an asset management schedule should be completed.

Council Member Anne Brown asked when a work session to discuss road management would be scheduled.

City Clerk Frances McMullan responded Council should decide if it would like to hold work sessions before regularly scheduled meetings, or on an off Tuesday.

On a roll call, the vote to approve the Resolution No. 2015-161 was as follows:

|                          |     |                     |        |
|--------------------------|-----|---------------------|--------|
| Council Member N. Brown  | Yes | Council Member Robb | Yes    |
| Council Member Murdock   | Yes | Mayor Edmonds       | Yes    |
| Mayor Pro-Tem Richardson | Yes | Council Member Vogt | Absent |
| Council Member A. Brown  | Yes |                     |        |

VOTE:

YES: 6                      NO: 0                      ABSENT: 1 (Vogt)                      VOTE: Carried

6. Resolution No. 2015-162, awarding Property and Liability Insurance contract.

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

**WHEREAS, on April 17, 2015 the City released a Request for Proposal for property and liability insurance, producing three timely proposals; and**

**WHEREAS, the Michigan Municipal League provided a bid which met the required specifications and reduced premium costs by 10.86 % from last year's contract.**

**NOW THEREFORE BE IT RESOLVED, that the City of Ypsilanti accepts Michigan Municipal League's (MML) proposal and selects it as the Property and Liability insurance provider.**

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

City Council Meeting Minutes  
July 21, 2015

City Clerk Frances McMullan stated the City's MML representative Judy Thomson-Torosian is in attendance to answer any questions that Council may have. She stated that last year, Council passed a resolution that allowed the City to participate in Munirent which required the City increase its insurance coverage to \$5 million. She stated of the three bids received, one did not meet the RFP specification, and of the other two, MML had the lower bid.

Judy Thomson-Torosian, MML Account Executive, stated MML's proposal was based of several ratable exposures such as payroll, property values, number of vehicles, and number of police officers. She stated premiums have declined over the past several years because ratable exposures have declined and the City's claim experience has greatly improved.

Mr. Lange commended Clerk McMullan and City staff for their continued hard work. He stated it is this work that keeps the City functioning properly.

Ms. Thomson-Torosian added the dividend that the City will be receiving this year is \$43,563.

On a roll call, the vote to approve the Resolution No. 2015-162 was as follows:

|                          |     |                     |        |
|--------------------------|-----|---------------------|--------|
| Council Member N. Brown  | Yes | Council Member Robb | Yes    |
| Council Member Murdock   | Yes | Mayor Edmonds       | Yes    |
| Mayor Pro-Tem Richardson | Yes | Council Member Vogt | Absent |
| Council Member A. Brown  | Yes |                     |        |

VOTE:

YES: 6                      NO: 0                      ABSENT: 1 (Vogt)                      VOTE: Carried

7. Resolution No. 2015-163, approving appointments to City Boards and Commissions.

**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:**

| <b><u>NAME</u></b>                                                                                                | <b><u>BOARD</u></b> | <b><u>TERM<br/>EXPIRATION</u></b> |
|-------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------------|
| <b>Francisco Garcia<br/>26 N. Huron St. #1<br/>Ypsilanti, MI 48197<br/>(replacing Brienne Willcock, resident)</b> | <b>YDDA</b>         | <b>7/7/2019</b>                   |
| <b>Jelani McGadney<br/>119 College Place #6<br/>Ypsilanti, MI 48197<br/>(replacing James Dauphine)</b>            | <b>YDDA</b>         | <b>7/7/2018</b>                   |

OFFERED BY: Council Member Anne Brown  
SUPPORTED BY: Council Member Nicole Brown

Council Member Robb asked what the strategy is for Downtown Development Authority nominations. Council Member Robb noted there are currently five business owners on the Board and three property owners. Mayor Edmonds responded Francisco Garcia fulfills the resident requirement. Council Member Robb stated he understands that appointment, but the state statute states the majority of the board is

required to have an interest downtown, which means they must be property or business owners. Mayor Edmonds replied her strategy is to find representation from the different DDA Districts, with a variety of skill sets, and representation of different voices. Mayor Edmonds said the Board holds only nine seats, and vacancies are filled applying those criteria.

Council Member Anne Brown asked how many DDA Board seats are filled by business owners, to which Council Member Robb replied five.

Council Member Murdock stated in the past, the City Attorney discussed the meaning of "an interest in the downtown." Mayor Edmonds responded the DDA attorney defines it as property owner, business owner, or an employee. Council Member Murdock replied the DDA attorney does not represent the City.

City Attorney John Barr stated this issue was examined some time ago, and he is unsure of the opinion but he would look into it. Mr. Barr stated Francisco Garcia is a longtime resident and an Eagle Scout from Troop 290.

On a roll call, the vote to approve the Resolution No. 2015-163 was as follows:

|                          |     |                     |        |
|--------------------------|-----|---------------------|--------|
| Council Member N. Brown  | Yes | Council Member Robb | Yes    |
| Council Member Murdock   | Yes | Mayor Edmonds       | Yes    |
| Mayor Pro-Tem Richardson | Yes | Council Member Vogt | Absent |
| Council Member A. Brown  | Yes |                     |        |

VOTE:

YES: 6                      NO: 0                      ABSENT: 1 (Vogt)                      VOTE: Carried

8. Resolution No. 2015-163A, approving a non-resident appointment to City Boards and Commissions.

**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:**

| <b><u>NAME</u></b>                                                                            | <b><u>BOARD</u></b>   | <b><u>TERM<br/>EXPIRATION</u></b> |
|-----------------------------------------------------------------------------------------------|-----------------------|-----------------------------------|
| <b>Phil Tepley<br/>725 E. Grand Blvd.<br/>Ypsilanti, MI 48198<br/>(replacing Bilal Saeed)</b> | <b>SmartZone LDFA</b> | <b>12/4/2016</b>                  |

OFFERED BY: Council Member Nicole Brown  
SUPPORTED BY: Council Member Anne Brown

Mayor Edmonds stated Mr. Saeed has not been active in the LDFA and recently offered his resignation. Mayor Edmonds stated Phil Tepley works in the area, and has an expertise in LDFA's.

Council Member Anne Brown asked if there was a resident who could have filled the position. Mayor Edmonds responded Mr. Tepley was the recommendation of Ypsilanti's other LDFA members.

Mayor Pro-Tem Richardson stated she will be voting against this appointment, and she feels the position should be filled by a resident.

On a roll call, the vote to approve the Resolution No. 2015-163A was as follows:

|                          |     |                     |        |
|--------------------------|-----|---------------------|--------|
| Council Member N. Brown  | Yes | Council Member Robb | Yes    |
| Council Member Murdock   | Yes | Mayor Edmonds       | Yes    |
| Mayor Pro-Tem Richardson | No  | Council Member Vogt | Absent |
| Council Member A. Brown  | Yes |                     |        |

VOTE:

YES: 5 NO: 1 (Richardson) ABSENT: 1 (Vogt) VOTE: Carried

**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 Anne Brown  
SUPPORTED BY: Council Member Nicole Brown

City Attorney Barr stated Council should keep in mind the fee schedule is handled differently in other jurisdictions. Mr. Barr said staff chose this method so the fee schedule would be responsive to the market. He added this process provides for greater transparency and Council review.

Mayor Edmonds stated she recently became aware Ypsilanti is one of the most expensive jurisdictions in Michigan for wedding ceremonies, and would like to reduce that fee.

Council Member Robb asked how many average income weddings Mayor Edmonds officiated. Mayor Edmonds replied individuals who have asked her to provide that service are lower income. Council Member Robb asked if any staff time is needed to fulfill this task. Mayor Edmonds responded the only staff time required is to process the payment.

Council Member Robb moved, Supported by Council Member Anne Brown to reduce the fee associated with marriage ceremonies to \$25.

On a roll call, the vote to amended Resolution No. 2015-128 reducing marriage fees to \$25 was as follows:

|                          |     |                     |        |
|--------------------------|-----|---------------------|--------|
| Council Member N. Brown  | Yes | Council Member Robb | Yes    |
| Council Member Murdock   | Yes | Mayor Edmonds       | Yes    |
| Mayor Pro-Tem Richardson | Yes | Council Member Vogt | Absent |
| Council Member A. Brown  | Yes |                     |        |

VOTE:

YES: 6 NO: 0 ABSENT: 1 (Vogt) VOTE: Carried

Council Member Anne Brown asked for clarification of the Health Club license fee. Ms. McMullan stated she is not aware if there are currently any on file.

Mr. Barr stated those fees were associated with adult businesses.

Mayor Edmonds asked for this to be investigated to see if the fee is associated with fitness centers.

Council Member Robb stated the Clerk Department has several listed fees that are not included as revenue. Council Member Robb stated he would like to remove all unused fees or the City should begin

to enforce them. Council Member Robb stated Clerk Department revenue lists Peddlers/Solicitor licenses, Taxi licenses, Marijuana Dispensary licenses, and notary fees, and asked if there are any other fees charged by the Clerk Department. Ms. McMullan replied secondhand dealer licenses would fall into the same account as business licenses.

Mayor Pro-Tem Richardson asked if they are one-time fees. Ms. McMullan responded the fees are annual. Ms. McMullan stated the issue is enforcement and the City ensuring businesses have the appropriate licenses.

Mr. Barr stated he was informed by Assistant City Attorney Jesse O'Jack that Health Club fees were associated with massage parlors. He said arcade fees were in response to an increased desire to open video gaming businesses in the late 80's. He stated Council may want to direct staff to examine the ordinances associated with these fees to see what their purpose is.

Mayor Edmonds asked that next year Council be provided with the account information associated with individual fees. Assistant to the City Manager Savage stated she would provide that information.

Council Member Murdock asked that the schedule also include the amount of collected fees.

Council Member Robb stated when businesses are inspected, inspectors should make sure that establishment has the appropriate licenses.

Economic Development Director Beth Ernat stated business license fee should be responsive to the type of business, not simply a flat fee.

Council Member Robb stated a business license is not an annual fee. Ms. Ernat responded she is proposing that it should be an annual fee. Ms. Ernat said even if the fee is moderate, it provides the City information that the business is there, and what it is doing.

Council Member Robb stated the issue with that approach is that a business that has been in operation for the past 30 without being required to pay an annual fee, would now require one to be paid. Ms. Ernat stated if something is approved, it could be implemented next year to allow time to inform the public.

Mayor Edmonds stated this is something that would require further discussion.

Council Member Murdock stated if the City imposes a regulation it must have an ordinance to state its purpose. Council Member Murdock stated the City can do that, but it is not necessarily something that can be done at this meeting.

Mr. Lange asked if the City collects an annual fee for a bed and breakfast. Ms. McMullan responded in the negative.

Mayor Edmonds asked Council to begin thinking airbnb policy development as well as companies such as Lyft and Uber.

Council Member Murdock stated the state legislature will be addressing that issue. Council Member Murdock stated Uber and Lyft pay little attention to laws that regulate taxicabs, and limousines are regulated by the state. Council Member Murdock stated taxicabs are transitioning to limousines to avoid the competition with Uber and Lyft. Council Member Murdock added he has an issue with the term "voting fees." Ms. McMullan responded the wording can be changed.

Council Member Murdock asked for an explanation of the Administrative Hearings Bureau ordinance cost. Assistant City Attorney Jesse O'Jack responded there are two case categories formal and informal. Mr. O'Jack stated formal hearings involve building ordinance violations and require an attorney. He said a \$50 fine would be increased to \$75 if not paid within ten days of the issuance of the ticket but if paid

after that, it would not require a hearing. He stated a \$75 fine for formal hearings would be assessed for both the building department and prosecution costs, and in an informal case, the \$75 for prosecution costs is removed. He stated there is a \$250 cost for the court itself, and a statutory \$10 state judgment fee.

Mayor Edmonds stated she was informed of a case involving a property owner who rents a property who did not receive a notice. Mayor Edmonds stated a simple trash ticket could quickly result in large fine. Mr. O'Jack responded larger fines are a result of property owners who did not respond after many attempts of contact, and who did not attend the hearing. Mr. O'Jack added each violation notice is sent to the address in the assessor's records, unless a property manager is listed with the Building Department.

Mayor Pro-Tem Richardson stated the problem is the notices only allow 24 hour timeframe before abatement. Mayor Pro-Tem Richardson stated the case mentioned by Mayor Edmonds is one where a property owner paid the abatement fee and then received a default judgment from the AHB.

Council Member Robb responded it is that individual's responsibility to be aware of City Ordinances.

Mayor Pro-Tem Richardson stated she feels it is unfair.

Mayor Edmonds stated allowing a person 24hrs to remedy an issue is impossible if that individual does not live at that property. Mr. O'Jack stated if a contractor is hired to perform a task the property owner is responsible for that charge, but an AHB fine is separate for the charge incurred by the contractor. Mr. O'Jack stated all AHB citations are sent to the address of record. He said the issue arises when individuals pay for the work that was contracted, and assume the AHB fine is paid.

Mayor Pro-Tem Richardson moved, supported by Council Member Nicole Brown to extend the meeting until 10:30 p.m.

On a voice vote, the motion carried and the meeting was extended.

Mayor Edmonds stated she would like this issue examined further.

Council Member Murdock stated the confusion is a result of the two separate fines, and asked if they could be combined. Mr. O'Jack responded one is a charge and one is a fine which is regulated by statute and must be mailed a certain way.

Council Member Robb asked why the property is given a citation if a contractor has already mowed the lawn, and the property is no longer in violation. Mr. O'Jack responded the City does not want the responsibility of cutting the lawns of the City. Council Member Robb stated the City is not accepting that responsibility, the contractor is. Mr. O'Jack responded that is true, but the City should not have to send out a contractor every week to cut the same property's grass.

Council Member Robb asked what City staff does when it sends a contractor to cut grass. Ms. Ernat responded the issue is not staff time, it is that the City should not be responsible to mow a property owner's lawn each week. Council Member Robb stated once the person receives a charge for \$150 they would begin to mow their grass. Ms. Ernat responded the enforcement officer still needs to be paid for citing the individual in the first place, returning to the property to see if the property owner complied, and if not, contact the contractor. Council Member Robb stated that is his job.

Mayor Edmonds asked if the abatement could be increased with each offense. Mr. O'Jack responded he is not certain abatements can be increased.

Council Member Robb stated the warning for grass length is published every year, which should act as a warning. Ms. McMullan stated the ordinance officer provides a warning before issue a citation.

Mr. O'Jack added warnings were a result of snow removal which is why fines were reduced to \$15 for a first offense. Council Member Murdock asked if weeds violations could follow that same design. Mr. O'Jack replied that is Council's prerogative.

Mr. Barr stated the question is - does Council want grass cut and snow shoveled? Mr. Barr said 90% of properties are compliant, the remaining 10% refuse to maintain their property. Mr. Barr stated as a result, the City cuts the grass on those properties, but state law only allows the City to charge what it costs to cut the grass. Mr. Barr added the only deterrent the City has are citations.

Mayor Edmonds stated snow removal and maintaining grass and weeds are two different items Mayor Edmonds said snow should be removed as quickly as possible because it can impede residents' movement throughout the City. Mayor Edmonds stated the issue appears to be operational caused by confusion over abatement charges and citations. Ms. McMullan stated if the abatement is read, it is clear what the charges are.

Council Member Anne Brown asked for clarification that a citation will be placed at the physical address and mailed to the property owner. Ms. McMullan responded in the affirmative.

Council Member Robb asked if property owners are given 24 hours before the City mows the grass. Mr. O'Jack replied he is not certain. Council Member Robb stated he thinks that property owners should be given more than 24 hours.

Council Member Murdock stated in reality the property owner is given more than 24 hours. Council Member Murdock stated first the property is warned, the Ordinance Officer then returns to see if the property is in compliance, and if not arrangements are made with the contractor to mow the grass. Council Member Murdock stated in reality it is three to four days before the grass is actually cut.

Mayor Edmonds asked for an explanation for the tree and shrub violation. Mr. O'Jack replied that violation is incurred for any damage done to trees and shrubs on the City's right-of-way; planting in the City's right-of-way, planting of trees or shrubs that could damage the right-of-way. Mayor Edmonds asked for that item to be moved to vegetation rather than snow.

Mayor Edmonds asked how much the City recycling bins cost. DPS Director Stan Kirton responded he is not certain the costs to the City, but residents are charged \$9.

Council Member Anne Brown stated the facility fees are incorrect, and the charge for the Senior Center is \$50. Ms. Savage responded she would make that change. Council Member Anne Brown stated the fee schedule states fees for the Rutherford Pool are determined by the Friends of the Senior Center, and should be changed to Friends of Rutherford Pool. Ms. Savage responded she would make that correction.

Mayor Edmonds stated in the future she would like to discuss renting the Senior Center kitchen separately.

Council Member Murdock stated he is not certain that there will be a need for filming permits. Ms. Savage responded she recently issued a filming permit to Ford for a commercial.

Ms. Savage informed Council there have been issues with private individuals charging a fee to use the parking lot during Special Events. Ms. Savage stated in response a fee was created.

Council Member Murdock moved, supported by Council Member Robb to extend the meeting until 10:45 p.m.

On a voice vote, the motion carried and the meeting was extended.

Council Member Robb suggested removing dispatch fees, and Fire and Police Chief from Special Events Labor.

Police Chief Tony DeGiusti responded he respectfully disagrees with the removal of a dispatch fee. Chief DeGiusti stated the reason a dedicated dispatch is needed is not the number of calls received it's the circumstances involved with the event. Chief DeGiusti stated having that many officers on the same channel is not feasible. Chief DeGiusti stated Sheriff Clayton waved the dispatch fees last year because of confusion of the charges. Chief DeGiusti stated the Heritage Festival Committee has agreed to pay the dispatch fees, and he supports the fees.

Council Member Murdock asked if the Heritage Festival is the only special event charged for dispatch fees. Chief DeGiusti responded the Heritage Festival and the Color Run are the only two events; other events do not require a dedicated line.

Council Member Anne Brown asked if Chief DeGiusti would still recommend the same service of dispatch even with the changes to the festival structure. Chief DeGiusti responded in the affirmative.

Council Member Robb asked if the City has a special channel for the Heritage Festival. Chief DeGiusti responded during that festival, the department uses one of its many channels, the difference is a specific dispatcher monitors that channels. Chief DeGiusti added the nature of the event requires officers to be on foot and do not have access to the computer in their cruiser, and because of that, they need to call in more regularly.

Council Member Robb moved, supported by Mayor Pro-Tem Richardson to remove the Police and Fire Chiefs from Special Events Labor from the fee schedule.

Chief DeGiusti stated he would have no issue with removing those items from the fee schedule.

Ms. Savage stated since she has been with the City this fee has never been applied. Ms. Savage stated she was informed that the fee would apply if either Chief was requested to attend a special event meeting.

On a roll call, the vote to amended Resolution No. 2015-128 to remove Police and Fire Chiefs from special events labor was as follows:

|                          |     |                     |        |
|--------------------------|-----|---------------------|--------|
| Council Member N. Brown  | Yes | Council Member Robb | Yes    |
| Council Member Murdock   | Yes | Mayor Edmonds       | Yes    |
| Mayor Pro-Tem Richardson | Yes | Council Member Vogt | Absent |
| Council Member A. Brown  | Yes |                     |        |

VOTE:

YES: 6 NO: 0 ABSENT: 1 (Vogt) VOTE: Carried

Council Member Murdock asked what all the animal permit fees are for. Mr. Lange requested that this item be left in the fee schedule until the Attorney's Office had time to review, and clarify its purpose.

Council Member Robb stated 90% of police calls are false alarms. Chief DeGiusti affirmed that Council Member Robb's statements are correct. Council Member Robb stated false alarms take officers away from real police work. Council Member Robb proposed first false alarm be a \$0 charge, the second a \$100 fee, the third a \$200 fee, the fourth a \$300 fee, the fifth a \$400 fee, and each additional false alarm receive an incremental \$100 increase. Council Member Robb also proposed to make the fees for false alarms for police and fire the same.

Council Member Murdock asked what the rationale was for having separate fee structures for police and fire false alarms. Mr. Lange responded the cost of the equipment.

Council Member Robb moved, supported by Council Member Nicole Brown that the fee for first false alarms for police is \$0 and increase in \$100 increments with each false alarm in a calendar year and structure the fire department the same fee structure only in increments of \$200.

Mayor Edmonds stated she would be more comfortable voting on this matter after reviewing the police report on false alarms.

Council Member Robb asked how much more information did the Mayor need other than 90% of calls are false alarms.

Chief DeGiusti stated this is not just a City of Ypsilanti problem. Chief DeGiusti stated the Michigan Association of Police Chiefs created a panel to study how to ensure property owners have their alarms set properly. Mayor Edmonds stated she would like to wait until that report is complete.

Council Member Robb asked what Chief DeGiusti recommendation is. Chief DeGiusti responded he agrees with the proposed fee schedule. Chief DeGiusti added currently, fees are not being applied, and the department will need to begin tracking false alarms.

Mayor Pro-Tem Richardson asked if false alarms are being tracked at all by the department. Chief DeGiusti replied they are not, and it was his understanding not to infringe on the business community.

Mayor Edmonds stated there is a policy in place not being enforced and she would like to see more data before changing the fee structure.

Council Member Anne Brown asked if false alarms are mostly residential or commercial. Chief DeGiusti responded false alarms mostly come from businesses. Council Member Anne Brown asked what the nature of the false alarm is. Chief DeGiusti responded the majority of the time it is unclear.

Mayor Edmonds stated there are several times her alarm would be tripped by the power going out because of the weather. Chief DeGiusti stated that would be kept in-mind, and a fee would not be applied in those cases.

Firefighter John Roe stated false alarms for the fire department are usually handled by code enforcement to correct the problem.

Council Member Murdock moved, supported by Council Member Robb to extend the meeting ten minutes.

On a voice vote, the motion carried and the meeting was extended.

On a roll call, the vote to amended Resolution No. 2015-128, false alarms, was as follows:

|                          |     |                     |        |
|--------------------------|-----|---------------------|--------|
| Council Member N. Brown  | Yes | Council Member Robb | Yes    |
| Council Member Murdock   | Yes | Mayor Edmonds       | No     |
| Mayor Pro-Tem Richardson | Yes | Council Member Vogt | Absent |
| Council Member A. Brown  | Yes |                     |        |

VOTE:

YES: 5                      NO: 1 (Edmonds)    ABSENT: 1 (Vogt)    VOTE: Carried

Council Member Murdock stated the requirement for bicycle registration was eliminated, and asked if the fee should be removed from the schedule. Council Member Robb responded the question is if an individual wants to register a bicycle with the police in case it was stolen. Council Member Murdock asked how many bicycles are registered in the City. Chief DeGiusti responded he has not seen one registration. Mayor Edmonds responded bicycle theft is an issue in Ypsilanti, and if residents were made aware they could register they may do so. Council Member Anne Brown stated she feels bicycle registration is a great service, and it was useful when her bike was stolen in college.

Council Member Robb asked if the City switched to the new parking enforcement software. Ms. McMullan responded staff is working toward implementing the system.

Council Member Robb stated he would like to reduce fines to \$10 which would increase if not paid within 48 hours. Mr. O'Jack responded parking fees will need to be amended once the software becomes operational.

Mayor Pro-Tem Richardson asked for clarification on what a public vehicle license is. Chief DeGiusti responded that is for taxicabs.

On a roll call, the vote to approve the Resolution No. 2015-128 as amended was as follows:

|                          |     |                     |        |
|--------------------------|-----|---------------------|--------|
| Council Member N. Brown  | Yes | Council Member Robb | Yes    |
| Council Member Murdock   | Yes | Mayor Edmonds       | Yes    |
| Mayor Pro-Tem Richardson | Yes | Council Member Vogt | Absent |
| Council Member A. Brown  | Yes |                     |        |

VOTE:

YES: 6 NO: 0 ABSENT: 1 (Vogt) VOTE: Carried

**XIV. LIASON REPORTS –**

- A. SEMCOG Update - none
- B. Washtenaw Area Transportation Study - none
- C. Washtenaw Metro Alliance - none
- D. Urban County - none
- E. Freight House - none
- F. Parks and Recreation - none
- G. Millennial Mayors Conference - none
- H. Ypsilanti Downtown Development Authority - none
- I. Eastern Washtenaw Safety Alliance - none

**XV. COUNCIL PROPOSED BUSINESS –**

None

**XVI. COMMUNICATIONS FROM THE MAYOR –**

None

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

None

**XVIII. AUDIENCE PARTICIPATION –**

None

**XIX. REMARKS FROM THE MAYOR –**

None

**XX. ADJOURNMENT –**

Resolution No. 2015-164, adjourning the 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.**

SUPPORTED BY: Council Member Anne Brown

OFFERED BY: Council Member Nicole Brown

On a voice vote, the motion carried and the meeting adjourned at 10:55 p.m.



Resolution No. 2015 – 166  
August 4, 2015

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

That the following items be approved:

1. Resolution No. 2015-167, approving elevator maintenance contract with Schindler Elevator.
2. Resolution No. 2015-168, approving pedestrian trash can service contract with the DDA.
3. Resolution No. 2015-169, approving contract with Saladino Construction Co., Inc. for the construction of ADA sidewalk ramps throughout the city.
4. Resolution No. 2015-170, recognizing the Ypsilanti Youth Athletic Association as a non-profit organization operating in the city of Ypsilanti for the purpose of obtaining charitable gaming license.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE



REQUEST FOR LEGISLATION  
August 4, 2015

From: Stan Kirton, Public Services Director

Subject: Contract with Schindler Elevator Corporation for Elevator Service/Preventative Maintenance

---

SUMMARY & BACKGROUND:

Schindler Elevator, formerly Ledermann Elevator Company has held the elevator maintenance contract with the City since May 1<sup>st</sup>, 1977. The original term of the contract was five years, and the contract has automatically renewed for the past 33 years with incremental increases annually. It is time to formally renew this agreement with a slight change to the terms of service. The only proposed change in service is the emergency call back availability has changed from eight (8) hour, between 8:00 AM TO 4:00 PM instead of twenty four (24) hour callback availability. The proposed minor adjustment will reduce the current contract by \$1,299.12 annually and during the proposed ten year term of the new contract; the City would realize a savings of \$12,991.20.

Through the acquisition of Ledermann Elevator Company and other companies, Schindler has available an inventory of replacement parts and also possesses the ability to fabricate parts to service the antiquated Westinghouse Geared Passenger Elevator located in City Hall.

Staff recommends that the City Council award the Elevator Service/Preventative Maintenance Contract to Schindler Elevator Corporation, 28451 Schoolcraft Road, Livonia, MI 48150 for the annual amount of \$4,788.00.

Attachments: Resolution, Contract

Recommended Action: Approval

Date Received: July 29, 2015 Agenda Item No.: 2015-167

For Agenda of August 4, 2015

City Manager Comments: \_\_\_\_\_

Finance Director Approval: \_\_\_\_\_

Council Action Taken: \_\_\_\_\_



Resolution No. 2015 -167  
August 4, 2015

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

Whereas, the current elevator service/preventative maintenance contract was executed in May of 1977; and

Whereas, It is time to formerly renew the contract with a slight modification to the terms of the current contract; and

WHEREAS, Schindler Elevator Corporation, 28451 Schoolcraft Road, Livonia, MI, 48150 has provided excellent service to the City over the past three decades; and

WHEREAS, the new contract will provide a savings to the City's current costs for elevator service/preventative maintenance and is in the best interest of the City; and

Now Therefore Be It Resolved That the City Council awards the elevator service/preventative maintenance contract to Schindler Elevator Corporation in the amount of \$4,78.,00 annually; and

THAT the Mayor and City Clerk are authorized to sign the necessary contract documents, subject to approval by the City Attorney, to facilitate the completion of this work.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

# Schindler Plus

## SCHINDLER ELEVATOR CORPORATION

Livonia Corporate Center, Building 5  
28451 Schoolcraft Road  
Livonia, MI 48150-2238  
Phone: 734-367-9446  
Fax: 734-367-9440

**Date:** June 30, 2015

**Estimate Number:** KKAA-9XXQVH (2015.2.1)

**To:**  
City Of Ypsilanti Dept Pub Works  
1 S Huron St  
Ypsilanti, MI 48197-5420

**Building Name:**  
Ypsilanti City Hall

**Attn:** Stan Kirton

### EQUIPMENT DESCRIPTION

| Qty | Manufacturer | Equipment     | Application | Description | Rise/Length<br>Openings | Capacity | Speed | Install# |
|-----|--------------|---------------|-------------|-------------|-------------------------|----------|-------|----------|
| 1   | Ypsilanti    | City Hall     |             |             |                         |          |       |          |
|     | 1 S Huron St | Ypsilanti, MI | 48197-5420  |             |                         |          |       |          |
|     | Westinghouse | Geared        | Passenger   | Elevator 01 | 5F/0R                   | 2000     |       | 6574     |

**SCHINDLER ELEVATOR CORPORATION** ("Schindler", "we", "us") Livonia Corporate Center, Building 5  
28451 Schoolcraft Road, Livonia, MI 48150-2238, and **CITY OF YPSILANTI DEPT PUB WORKS**, 1 S Huron  
St, Ypsilanti, MI 48197-5420 ("you") agree as follows:

### PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

### PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

### EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

## TRACTION ELEVATORS

**Basic components:** Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

**Major components:** Hoist motors, hoist ropes, bearings for machine and sheaves, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, compensation ropes and chains, and contactors.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

## CLEANING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas.

## TESTING OF SAFETY DEVICES

| <u>Equipment</u> | <u>Test</u> | <u>Frequency</u> |
|------------------|-------------|------------------|
| Geared           | No Load     | Annually         |
| Geared           | Full Load   | Every 5 years    |

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

### **CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS**

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician.

You will also have access to Schindler SCORE CARD™, through Schindler's website, which gives you instant access to the performance history of your equipment covered by this Agreement.

### **ADDITIONAL COVERAGES**

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

### **CALLBACK RESPONSE TIME**

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

### **HOURS OF SERVICE**

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

### **TERM**

This Agreement commences on August 01, 2015, and continues until July 31, 2025, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

### **PRICE**

In consideration of the services provided hereunder, you agree to pay us the sum of \$399.00 per month, payable in annual installments of \$4,788.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

### PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

### PAYMENT OPTIONS

(1) Please select a Method of Payment:

|                          |              |                                                           |
|--------------------------|--------------|-----------------------------------------------------------|
| <input type="checkbox"/> | Direct Debit | 1% Discount (Attach Copy of voided check)                 |
| <input type="checkbox"/> | Credit Card  | 3% Addition                                               |
| <input type="checkbox"/> | Visa         | <input type="checkbox"/> MC <input type="checkbox"/> AMEX |
| Number: _____            |              |                                                           |
| Expiration Date: _____   |              |                                                           |
| Signature: _____         |              |                                                           |
| <input type="checkbox"/> | Check        |                                                           |
| <input type="checkbox"/> | Other:       | _____                                                     |

(2) Please select a Payment Frequency (Other than Annual):

|                          |             |             |
|--------------------------|-------------|-------------|
| <input type="checkbox"/> | Semi-Annual | 1% Addition |
| <input type="checkbox"/> | Quarterly   | 3% Addition |
| <input type="checkbox"/> | Monthly     | 5% Addition |

### **SPECIAL TERMS AND PRICING**

Price adjustments will be annually capped at 4.0%.

Payments can be made on any interval for no additional charge.

The first three (3) years of this agreement, the price will be held firm and then subject to the annual price adjustment (incorporating the 4.0% cap).

Billing rates for this contract will be pro-rated and subject to annual price adjustment (also incorporating the 4.0% annual cap) at the following:

Straight time (M-F ; 8-4:30): \$200.00 per hour

Overtime (All outside of Std.): \$365.00 per hour

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Accepted:

By: Kevin Kalita

By: \_\_\_\_\_

For: Schindler Elevator Corporation

For: City Of Ypsilanti Dept Pub Works

Title: Sales Representative

Title: \_\_\_\_\_

Date: June 30, 2015

Date: \_\_\_\_\_

Approved:

By: Pete Long

Title: District Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM

  
John M. Day  
Ypsilanti City Attorney  
with ADDENDUM

## TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed premaintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) the full remaining amount due under this Agreement.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
  - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
  - (b) Termination of the Agreement on ten (10) days prior written notice; and
  - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

## ADDENDUM TO AGREEMENT FOR SERVICES

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal Home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and Schindler Elevator Corporation, of 28451 Schoolcraft Road, Livonia, MI 48150-2238, referred to as "CONTRACTOR",

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

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

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

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

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

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

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

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

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

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

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

"The CONTRACTOR agrees to protect, defend, indemnity and hold the CITY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or

application for any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

12. Insurance.

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

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

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

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

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

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

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

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

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

|              |             |    |                                         |
|--------------|-------------|----|-----------------------------------------|
| YES <u>X</u> | NO ____     | 1) | Comprehensive General Liability         |
| YES <u>X</u> | NO ____     | 2) | Automobile Liability                    |
| YES ____     | NO <u>X</u> | 3) | Owners Contractors Protective Liability |

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

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

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

This insurance shall indicate on the Certificate of Insurance the following coverages:

- (a) Premises - Operations
- (b) Independent Contractor and Subcontractors
- (c) Products and Completed Operations
- (d) Broad Form Contractual
- (e) Broad Form Liability Endorsement

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

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

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

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

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

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

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

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

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

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

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

17. Permits. The CONTRACTOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers, due and sufficient notice shall be served upon those so affected.

20. Living Wage.

A. (1) Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance, as provided in Chapter 2, Article VI, Division 4 of the Code of Ordinances for the City of Ypsilanti (The Ordinance); and

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

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

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

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

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

21. Iran Economic Sanctions Act 517 of 2013. Pursuant to the Iran Economic Sanctions act, MCL 129.211, before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Provider, the Provider must first certify that it is not an "Iran Linked Business" as defined by that law."

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

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

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

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

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

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

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

24. In accordance with PA 517 of 2012, CONTRACTOR must certify that CONTRACTOR is not an Iran linked business, as set forth in the act. Signing this addendum is such certification.

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

IN WITNESS WHEREOF, the undersigned have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Schindler Elevator Corporation  
CONTRACTOR

BY: \_\_\_\_\_

CITY OF YPSILANTI, a Michigan  
Municipal Home-rule City

BY: \_\_\_\_\_  
Ralph A. Lange, City Manager

APPROVED AS TO FORM:

  
JOHN M. BARR P10475  
Ypsilanti City Attorney



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

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

---

John M. Barr  
Karl A. Barr  
~~~~~

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

**REQUEST FOR LEGISLATION**

DATE: July 28, 2015

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Pedestrian Trash Pick Up in DDA area

**SUMMARY/BACKGROUND**

The city DPS has been picking up the pedestrian trash in the DDA area under contract with the DDA. The contract is expiring. Staff has worked out an extension that will increase the pay to the city from \$20,000 per year to \$22,125 per year.

Both the DPS and DDA are agreeable to the contract extension.

ATTACHMENTS: Proposed Resolution adopting contract and proposed contract

RECOMMENDED ACTION: Adoption of the resolution to adopt the contract.

---

DATE RECEIVED: \_\_\_\_\_ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: \_\_\_\_\_ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:



Resolution No. 2015-168  
August 4, 2015

RESOLUTION TO APPROVE CONTRACT WITH DDA  
FOR DPS PEDESTRIAN TRASH PICKUP IN DDA AREA

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

The contract with the Ypsilanti Downtown Development Authority for the Ypsilanti Department of Public Service to pick up trash from pedestrian trash receptacles in the DDA district for \$22,125 per year is approved and the Mayor and City Clerk are authorized to sign the agreement, subject to the approval of the City Attorney.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:

**CONTRACT EXTENSION FOR DOWNTOWN PEDESTRIAN TRASH RECEPTACLE  
SERVICES YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY  
YPSILANTI, MICHIGAN**

The **YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY** located at 1 S. Huron, Ypsilanti, Michigan 48197, hereinafter referred to as the "AUTHORITY," hereby contracts with **City of Ypsilanti Public Services Department of 14 W. Forest Ypsilanti, Michigan 48197** hereinafter referred to as the "CONTRACTOR", and the parties agree to the following terms.

1. The AUTHORITY requested the extension of the current pedestrian trash receptacle services agreement and the CONTRACTOR acknowledged its commitment to accept the terms outlined herein:
  - a. The CONTRACTOR agrees to extend the existing contract for services for an additional three (3) years, beginning on July 1, 2015 and ending on June 30, 2018.
  - b. The AUTHORITY agrees to increase the amount based on an addition of four (4) trash receptacles to the service area, at a cost of \$526 per each additional can, for an annual fee of \$22,105.
  - c. The AUTHORITY and the CONTRACTOR both agree that the annual fee can be adjusted by a cost of \$526 per each additional can if more are added during the contract extension period.
2. The scope of work shall include general duties associated with the pick up and proper disposal of solid waste collected from trash receptacles in the YDDA areas as detailed in the attached bid documents, and generally including the following activities:
  - a. Solid Waste, hauling, collection & removal
3. Project Work Area. The project work area is defined as the Development Area of the AUTHORITY as shown on the map incorporated in the bid documents that are a part of this contract. The project work area includes all public rights-of-way and public street furnishings within the Development area including sidewalks, curbs, and other public areas and furnishings.
4. Time of Performance. The CONTRACTOR shall begin and commence work within ten (10) days of AUTHORITY approval to proceed and shall conduct the specified work activities in three phases:
  - a. Year 1: From July 1, 2015 through June 30, 2016.
  - b. Year 2: From July1, 2016 through June 30, 2017.
  - c. Year 3: From July 1, 2017 through June 30, 2018.
5. Payment. The AUTHORITY shall be annually invoiced by the City of Ypsilanti Fiscal Services Department for \$22,105.00, in accordance with the approved bid proposal incorporated herein, for services rendered and materials supplied in a satisfactory manner. Payment by the AUTHORITY will be submitted to the City of Ypsilanti Fiscal

Services for the full invoiced amount. The CONTRACTOR shall notify the AUTHORITY of any additional charges related to said services. Any additional charges will be subject to approval by the Ypsilanti D.D.A. Board of Directors.

6. Materials and Equipment. CONTRACTOR shall furnish all labor, materials, tools, equipment, utilities, transportation, and supervision necessary to perform and complete all work under the terms of this contract in a satisfactory manner. CONTRACTOR shall bear the risk of loss for equipment and materials until the work under this contract is complete and all equipment and excess material is removed from the work area.
7. Resolution of Disputes. In the event of any dispute concerning this contract or the terms thereof, the parties agree to binding arbitration according to the rules of the American Arbitration Association. Any arbitration shall be conducted in Ypsilanti, Michigan.

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

IN WITNESS WHEREOF, the undersigned have set their hands this day  
of \_\_\_\_\_, 2015.

CONTRACTOR  
City of Ypsilanti,  
By: \_\_\_\_\_  
Amanda Edmonds, Mayor

By: \_\_\_\_\_  
Frances McMullan, City Clerk

**YPSILANTI DOWNTOWN  
DEVELOPMENT AUTHORITY  
AUTHORITY**  
By: \_\_\_\_\_  
Executive Director; Tim Colbeck



REQUEST FOR LEGISLATION  
August 4, 2015

From: Stan Kirton, Public Works Director

Subject: Contract with Saladino Construction Co., Inc. for Sidewalk Ramp Replacement Program

---

SUMMARY & BACKGROUND:

To comply with the consent judgment handed down in the Ann Arbor Center for Independent Living vs. the City of Ypsilanti, the City along with Orchard Hiltz and McCliment, Inc. has developed the Sidewalk Ramp Replacement Program. The program began in September of 2008 and continues annually.

The 2015 Sidewalk Ramp Replacement Program will include the removal and replacement of approximately 5,000 square ft. of ADA sidewalk ramps and associated work throughout the City.

One sealed bid (see attached bid tabulation) were received by the July 23, 2015 deadline and publicly opened by the Deputy City Clerk. The bid was reviewed for compliance with the City's advertised specifications, including ordinance requirements and bond requirements.

City Staff and OHM recommend that the City Council award the 2015 Sidewalk Ramp Replacement Program Contract to Saladino Construction Co., Inc., 3303 N. territorial Road, Ann Arbor, MI 48106 for the amount of \$43,000.00.

Attachments: Resolution, Bid Tabulation, Contracts

Recommended Action: Approval

Date Received: July 29, 2015 Agenda Item No.: 2015-169

For Agenda of August 4, 2015

City Manager Comments: \_\_\_\_\_

Finance Director Approval: \_\_\_\_\_

Council Action Taken: \_\_\_\_\_



Resolution No. 2015 - 169  
August 4, 2015

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

Whereas, bids were duly advertised for The Sidewalk Ramp Replacement Program; and

Whereas, one (1) bid was publicly opened on Thursday, July 23, 2015 at 2:00 p.m. and reviewed for compliance with bidding qualifications and project specifications; and

WHEREAS, the bid submitted by Saladino Construction Co., Inc., 3303 N. Territorial Road, Ann Arbor, MI 48106, best meets the project specifications and qualifications and is in the best interests of the City; and

WHEREAS, Community Development Block Grant Funds have been allocated for the Sidewalk Ramp Replacement Program;

Now Therefore Be It Resolved That the City awards the bid to Saladino Construction Co., Inc. in the amount of \$43,000.00 for the construction of ADA sidewalk ramps throughout the City during the 2015 construction season; and

THAT the Mayor and City Clerk are authorized to sign the necessary contract documents, subject to approval by the City Attorney, to facilitate the completion of this work.

FURTHER, that the City Manager is authorized to sign change orders for additional ramp repairs subject to the approval by the City Attorney.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:



Phone: 734-665-5913

| <b>Item No.</b>  | <b>Description</b>                          | <b>Estimated Quantity</b> | <b>Unit Price</b> | <b>Amount</b>      |
|------------------|---------------------------------------------|---------------------------|-------------------|--------------------|
| 1)               | Silt Fence                                  | 160 Lft                   | \$0.01            | \$1.60             |
| 2)               | Remove Tree, 6" – 18"                       | 1 Each                    | \$4.40            | \$4.40             |
| 3)               | Remove Tree, 19" – 36"                      | 1 Each                    | \$4.00            | \$4.00             |
| 4)               | Remove Stump, 6"- 18"                       | 1 Each                    | \$5.00            | \$5.00             |
| 5)               | Remove Stump, 19"-36"                       | 1 Each                    | \$5.00            | \$5.00             |
| 6)               | Remove Pavement                             | 60 Syd                    | \$9.00            | \$540.00           |
| 7)               | Remove Sidewalk                             | 230 Syd                   | \$9.00            | \$2,070.00         |
| 8)               | Remove Concrete Curb and Gutter             | 400 Lft                   | \$6.00            | \$2,400.00         |
| 9)               | Relocate Shrub                              | 10 Each                   | \$1.00            | \$10.00            |
| 10)              | Remove and Reset Salvaged Sprinkler Head    | 10 Each                   | \$1.00            | \$10.00            |
| 11)              | Subgrade Undercut, Type II (Special)        | 10 Cyd                    | \$10.00           | \$100.00           |
| 12)              | Maintenance Aggregate, 21AA                 | 5 Ton                     | \$10.00           | \$50.00            |
| 13)              | Concrete Curb & Gutter, Detail B2           | 200 Lft                   | \$32.00           | \$6,400.00         |
| 14)              | Concrete Curb & Gutter, Detail F4           | 200 Lft                   | \$32.00           | \$6,400.00         |
| 15)              | Concrete Sidewalk, 4"                       | 1200 Sft                  | \$5.00            | \$6,000.00         |
| 16)              | Concrete Sidewalk, 6"                       | 200 Sft                   | \$7.00            | \$1,400.00         |
| 17)              | Concrete Sidewalk Ramp, ADA                 | 640 Sft                   | \$7.00            | \$4,480.00         |
| 18)              | HMA, 13A                                    | 20 Ton                    | \$85.00           | \$1,700.00         |
| 19)              | 3" Topsoil and Sod                          | 80 Syd                    | \$7.00            | \$560.00           |
| 20)              | 3" Topsoil, Seeding Mix Type THM, and Mulch | 210 Syd                   | \$3.00            | \$630.00           |
| 21)              | Reset Frame and Cover                       | 10 Each                   | \$100.00          | \$1,000.00         |
| 22)              | Replace Frame and Cover                     | 5 Each                    | \$200.00          | \$1,000.00         |
| 23)              | Sawcut Tree Roots                           | 300 Lft                   | \$0.10            | \$30.00            |
| 24)              | Integral Concrete Curb                      | 200 Ft                    | \$25.00           | \$5,000.00         |
| 25)              | Detectable Warning, ADA                     | 16 Each                   | \$200.00          | \$3,200.00         |
| TOTAL BID AMOUNT |                                             |                           |                   | <u>\$43,000.00</u> |

P:\0000\_0100\0094150040\_2015Ramp\PDF\[bidtab 0094-15-0040.xls]Sheet1

## BID FORM

### Sidewalk Ramp Program City of Ypsilanti

THIS BID IS SUBMITTED TO:  
City of Ypsilanti  
One South Huron Street  
Ypsilanti, MI 48197

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Advertisement to Bid, Instructions to Bidders and Supplemental Instructions to Bidders.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

| Addendum No.      | Addendum Date     | Signature                                                                            |
|-------------------|-------------------|--------------------------------------------------------------------------------------|
| <u>1</u>          | <u>7/13/2015</u>  |  |
| <u>          </u> | <u>          </u> | <u>          </u>                                                                    |
| <u>          </u> | <u>          </u> | <u>          </u>                                                                    |

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) that have been identified in the Supplemental Instructions to Bidders, and (2) reports and drawings of a hazardous environmental condition, if any, that have been identified in the Supplemental Instructions to Bidders.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site that may affect cost, progress, or performance of the Work or that relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and

procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BID FORM**  
**Sidewalk Ramp Replacement Program**  
**City of Ypsilanti, Washtenaw County, Michigan**  
**OHM Job #0094-15-0040**

| <b>Item</b> | <b>Description</b>                          | <b>Estimated Quantity</b> |      | <b>Unit Price</b> | <b>Amount</b> |
|-------------|---------------------------------------------|---------------------------|------|-------------------|---------------|
| 1           | Silt Fence                                  | 160                       | Lft  | \$ .01            | \$ 1.60       |
| 2           | Remove Tree, 6" – 18"                       | 1                         | Each | \$ 4.40           | \$ 4.40       |
| 3           | Remove Tree, 19" – 36"                      | 1                         | Each | \$ 4.00           | \$ 4.00       |
| 4           | Remove Stump, 6"- 18"                       | 1                         | Each | \$ 5.00           | \$ 5.00       |
| 5           | Remove Stump, 19"-36"                       | 1                         | Each | \$ 5.00           | \$ 5.00       |
| 6           | Remove Pavement                             | 60                        | Syd  | \$ 9.00           | \$ 540.00     |
| 7           | Remove Sidewalk                             | 230                       | Syd  | \$ 9.00           | \$ 2,070.00   |
| 8           | Remove Concrete Curb and Gutter             | 400                       | Lft  | \$ 6.00           | \$ 2,400.00   |
| 9           | Relocate Shrub                              | 10                        | Each | \$ 1.00           | \$ 10.00      |
| 10          | Remove and Reset Salvaged Sprinkler Head    | 10                        | Each | \$ 1.00           | \$ 10.00      |
| 11          | Subgrade Undercut, Type II (Special)        | 10                        | Cyd  | \$ 10.00          | \$ 100.00     |
| 12          | Maintenance Aggregate, 21AA                 | 5                         | Ton  | \$ 10.00          | \$ 50.00      |
| 13          | Concrete Curb & Gutter, Detail B2           | 200                       | Lft  | \$ 32.00          | \$ 6,400.00   |
| 14          | Concrete Curb & Gutter, Detail F4           | 200                       | Lft  | \$ 32.00          | \$ 6,400.00   |
| 15          | Concrete Sidewalk, 4"                       | 1,200                     | Sft  | \$ 5.00           | \$ 6,000.00   |
| 16          | Concrete Sidewalk, 6"                       | 200                       | Sft  | \$ 7.00           | \$ 1,400.00   |
| 17          | Concrete Sidewalk Ramp, ADA                 | 640                       | Sft  | \$ 7.00           | \$ 4,480.00   |
| 18          | HMA, 13A                                    | 20                        | Ton  | \$ 85.00          | \$ 1,700.00   |
| 19          | 3" Topsoil and Sod                          | 80                        | Syd  | \$ 7.00           | \$ 560.00     |
| 20          | 3" Topsoil, Seeding Mix Type THM, and Mulch | 210                       | Syd  | \$ 3.00           | \$ 630.00     |
| 21          | Reset Frame and Cover                       | 10                        | Each | \$ 100.00         | \$ 1,000.00   |
| 22          | Replace Frame and Cover                     | 5                         | Each | \$ 200.00         | \$ 1,000.00   |
| 23          | Sawcut Tree Roots                           | 300                       | Lft  | \$ .10            | \$ 30.00      |
| 24          | Integral Concrete Curb                      | 200                       | Ft   | \$ 25.00          | \$ 5,000.00   |
| 25          | Detectable Warning, ADA                     | 16                        | Each | \$ 200.00         | \$ 3,200.00   |

**Total Bid Amount (ITEM 1-25 incl.):**

**\$ 43,000.00**

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price bid items will be based on actual quantities constructed in accordance with the Contract Documents.

Bidder agrees that the Work will be Substantially Complete and completed and ready for final payment in accordance with the General Conditions on or before May 30, 2016.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

The following documents are attached to and made a condition of this Bid:

- Bid Guarantee: Bid Bond
- Statement of Qualifications
- Subcontractor Listing
- Legal Status of Bidder

SUBMITTED on July 23, 20 15

State Contractor License No. 2102056672 . (If applicable)

If Bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Corporation**

Corporation Name: Saladino Construction Co., Inc. (SEAL)

State of Incorporation: Michigan

Type (General Business, Professional, Service, Limited Liability): General Business

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): Robert Saladino

Title: Vice President

Attest: \_\_\_\_\_ (CORPORATE SEAL)  
(Signature of Corporate Secretary)

Business address: 3303 North Territorial Rd. W.

Ann Arbor, Michigan 48105

Phone No.: (734) 665-5913 FAX No.: (734) 663-3108

Date of Qualification to do business is: April 1971

**A Joint Venture**

Joint Venture Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title:

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title:

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications.

\_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

## BID GUARANTEE

The undersigned attaches bid security in the form of a BID BOND / CERTIFIED CHECK / CASHIER'S CHECK (Circle one) in the amount of \_\_\_\_\_

five percent of attached bid  
Dollars (\$ 5% ).

The undersigned agrees, if awarded the Contract, to deliver the executed Agreement and bonds and furnish evidence of insurance within fourteen (14) business days after the date of the Notice of Award. And to complete the proposed work within the time specified in the Bid Form.

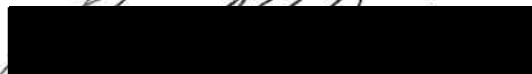
If the Bid is accepted by the OWNER, and the undersigned shall fail to enter into the Agreement as aforesaid and to furnish the required surety bonds within fourteen (14) business days after Notice of Award, the Bid Bond in the amount of \$ five percent of attached bid accompanying this Bid shall be considered due and payable to the OWNER.

If the undersigned enters into the Agreement in accordance with this Bid or if his Bid is rejected, then the accompanying Bid Guarantee shall be voided.

In submitting this Bid, it is understood that the right is reserved by the OWNER to reject any or all bids, to waive irregularities and/or formalities and, in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the OWNER.

SIGNED AND SEALED THIS 23 DAY OF July, 2015

Authorized Signature of Bidder:



3303 N. TERRITORIAL RD. W.

ANN ARBOR, MI. 48105

(TITLE) Vice President

(SEAL)

## BID BOND

BIDDER (Name and Address):

Saladino Construction Co., Inc.

3303 W. North Territorial Road

Ann Arbor, MI 48105

SURETY (Name and Address of Principal Place of Business):

West Bend Mutual Insurance Company

8401 Greenway Blvd., Ste 1100

Middleton, WI 53562

OWNER (Name and Address):

City of Ypsilanti

One South Huron Street

Ypsilanti, MI 48197

BID

BID DUE DATE: July 23, 2015

PROJECT:

Sidewalk ramp replacement and associated restoration at various locations in the City of Ypsilanti.

BOND

BOND NUMBER: 2291725

DATE (Not later than Bid due date): July 23, 2015

PENAL SUM: five percent of attached bid 5%  
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

(Seal) Saladino Construction Co., Inc.

Bidder's Name and Corporate Seal

By:

  
Signature and Title  
VICE PRESIDENT

Attest:

  
Signature and Title  
OFFICE MANAGER

SURETY

(Seal) West Bend Mutual Insurance Company

Surety's Name and Corporate Seal

By:

  
Signature and Title  
Heather M. Johnson  
Attorney in Fact  
(Attach Power of Attorney)

Attest:

  
Signature and Title  
Administrative Assistant

## Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Heather M Johnson

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Four Hundred Thousand Dollars (\$400,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

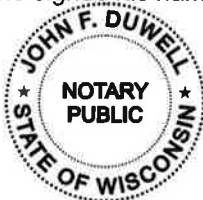
  
James J. Pally  
Secretary



  
Kevin A. Steiner  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



  
John F. Duwell  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 23 day of July, 2015



  
Dale J. Kent  
Executive Vice President -  
Chief Financial Officer

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Document.
3. This obligation shall be null and void if:
  - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by OWNER, or
  - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time of issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

*End of Section*

## STATEMENT OF QUALIFICATIONS

Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.

Name: Saladino Construction Co., Inc.

Address: 3303 North Territorial Rd. W. Phone: (734) 665-5913

Ann Arbor, Michigan 48105

Number of years operating under your present name: 44 years

Bonding Capacity: \$1,000,000.00,

Bonding Company: Hylant Group Phone: (734) 741-0044

Prequalified by MDOT to bid on projects of this magnitude and type of work

(circle one) YES ☒ NO Prequalification Number: \_\_\_\_\_

General nature of work performed by your company: \_\_\_\_\_

General contractor in concrete construction

Background and experience of the principal members of your organization including officers:

Concrete removal and installation, includes finishing. Excavation and Trucking,

Major equipment available for this contract: \_\_\_\_\_

(2) Backhoes, (2) Stake Trucks, Compactors, skid steers, Lighted Arrow panel,

Air compressor, (3) Dump trucks, Concrete Saws, Jack hammers, and (1) Mini-excavator.

**CURRENT PROJECTS:**

|                  | Project                       | Project                      | Project |
|------------------|-------------------------------|------------------------------|---------|
| Name:            | <u>Misc. Concrete Repairs</u> | <u>2015 Road Repairs</u>     | <u></u> |
| Owner:           | <u>City of Ann Arbor</u>      | <u>University Townhouses</u> | <u></u> |
| Contact Person:  | <u>Kirk Pennington</u>        | <u>Mandel Armstrong</u>      | <u></u> |
| Phone:           | <u>(734) 994-2465</u>         | <u>(734) 973-6370</u>        | <u></u> |
| Contract Amount: | <u>\$285,225.00</u>           | <u>\$31,350.00</u>           | <u></u> |
| Completion Date: | <u>June 30, 2017</u>          | <u>September 2015</u>        | <u></u> |
| % Complete:      | <u>0%</u>                     | <u>0%</u>                    | <u></u> |

**COMPLETED PROJECTS:**

|                  | Project                       | Project                    | Project                            |
|------------------|-------------------------------|----------------------------|------------------------------------|
| Name:            | <u>Misc. Concrete Repairs</u> | <u>Sidewalk Ramp</u>       | <u>2014 CDBG Ypsilanti</u>         |
| Owner:           | <u>City of Ann Arbor</u>      | <u>Replacement Program</u> | <u>&amp; Superior Twp Program</u>  |
| Contact Person:  | <u>Kirk Pennington</u>        | <u>City of Ypsilanti</u>   | <u>Washtenaw County Road Comm.</u> |
| Phone:           | <u>(734) 994-2465</u>         | <u>Stan Kirton</u>         | <u>Michael Bernbeck</u>            |
| Contract Amount: | <u>\$142,000</u>              | <u>(734) 483-1421</u>      | <u>(734) 327-6654</u>              |
| Date Completed:  | <u>July 7, 2015</u>           | <u>\$87,000.00</u>         | <u>\$141,275.00</u>                |
|                  |                               | <u>November 2014</u>       | <u>October 2014</u>                |

Additional information that may be pertinent to demonstrate your ability to complete this project.

---



---



---

Has your company defaulted on a contract? No

If yes, where and why? na

I hereby certify that the above answers are correct and true.

By: Robert Saladino



Signature

Vice President

Title

Number of additional sheets attached: 0

# AGREEMENT

This AGREEMENT is by and between City of Ypsilanti (hereinafter called OWNER) and Saladino Construction Co., Inc. (hereinafter called CONTRACTOR).

## ARTICLE 1 WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Sidewalk ramp replacement and associated restoration at various locations in the City of Ypsilanti.

## ARTICLE 2 THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sidewalk Ramp Program

## ARTICLE 3 ENGINEER

3.01 The Project has been designed by Orchard Hiltz & McCliment, Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed and completed and ready for final payment on or before May 30, 2016.

## ARTICLE 5 CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the measured quantity of that item as indicated in the Bid Form (Bid Form to be inserted here at the time the Agreement is to be signed.):

As provided in Article 13 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Article 23 of the General Conditions.

## ARTICLE 6 PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

CONTRACTOR shall be paid in accordance with Article 14 of the General Conditions.

## ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplemental Instructions to Bidders and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in the Supplemental Instructions to Bidders.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

**BID FORM**  
**Sidewalk Ramp Replacement Program**  
**City of Ypsilanti, Washtenaw County, Michigan**  
**OHM Job #0094-15-0040**

| <b>Item</b> | <b>Description</b>                          | <b>Estimated Quantity</b> |      | <b>Unit Price</b> | <b>Amount</b> |
|-------------|---------------------------------------------|---------------------------|------|-------------------|---------------|
| 1           | Silt Fence                                  | 160                       | Lft  | \$ 0.01           | \$ 1.60       |
| 2           | Remove Tree, 6" – 18"                       | 1                         | Each | \$ 4.40           | \$ 4.40       |
| 3           | Remove Tree, 19" – 36"                      | 1                         | Each | \$ 4.00           | \$ 4.00       |
| 4           | Remove Stump, 6"- 18"                       | 1                         | Each | \$ 5.00           | \$ 5.00       |
| 5           | Remove Stump, 19"-36"                       | 1                         | Each | \$ 5.00           | \$ 5.00       |
| 6           | Remove Pavement                             | 60                        | Syd  | \$ 9.00           | \$ 540.00     |
| 7           | Remove Sidewalk                             | 230                       | Syd  | \$ 9.00           | \$ 2,070.00   |
| 8           | Remove Concrete Curb and Gutter             | 400                       | Lft  | \$ 6.00           | \$ 2,400.00   |
| 9           | Relocate Shrub                              | 10                        | Each | \$ 1.00           | \$ 10.00      |
| 10          | Remove and Reset Salvaged Sprinkler Head    | 10                        | Each | \$ 1.00           | \$ 10.00      |
| 11          | Subgrade Undercut, Type II (Special)        | 10                        | Cyd  | \$ 10.00          | \$ 100.00     |
| 12          | Maintenance Aggregate, 21AA                 | 5                         | Ton  | \$ 10.00          | \$ 50.00      |
| 13          | Concrete Curb & Gutter, Detail B2           | 200                       | Lft  | \$ 32.00          | \$ 6,400.00   |
| 14          | Concrete Curb & Gutter, Detail F4           | 200                       | Lft  | \$ 32.00          | \$ 6,400.00   |
| 15          | Concrete Sidewalk, 4"                       | 1,200                     | Sft  | \$ 5.00           | \$ 6,000.00   |
| 16          | Concrete Sidewalk, 6"                       | 200                       | Sft  | \$ 7.00           | \$ 1,400.00   |
| 17          | Concrete Sidewalk Ramp, ADA                 | 640                       | Sft  | \$ 7.00           | \$ 4,480.00   |
| 18          | HMA, 13A                                    | 20                        | Ton  | \$ 85.00          | \$ 1,700.00   |
| 19          | 3" Topsoil and Sod                          | 80                        | Syd  | \$ 7.00           | \$ 560.00     |
| 20          | 3" Topsoil, Seeding Mix Type THM, and Mulch | 210                       | Syd  | \$ 3.00           | \$ 630.00     |
| 21          | Reset Frame and Cover                       | 10                        | Each | \$ 100.00         | \$ 1,000.00   |
| 22          | Replace Frame and Cover                     | 5                         | Each | \$ 200.00         | \$ 1,000.00   |
| 23          | Sawcut Tree Roots                           | 300                       | Lft  | \$ 0.10           | \$ 30.00      |
| 24          | Integral Concrete Curb                      | 200                       | Ft   | \$ 25.00          | \$ 5,000.00   |
| 25          | Detectable Warning, ADA                     | 16                        | Each | \$ 200.00         | \$ 3,200.00   |

**Total Bid Amount (ITEM 1-25 incl.):**

**\$ 43,000.00**

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 8 CONTRACT DOCUMENTS

### 8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance and Guarantee Bond;
5. General Conditions;
6. General Specifications;
7. Technical Specifications as listed in the table of contents of the Project Manual;
8. Appendices (excluding geotechnical reports);
9. Drawings consisting of a cover sheet and sheets numbered N/A through N/A, inclusive, with each sheet (excluding standard details) bearing the following general title:  
N/A;
10. Addendum No. 1;
11. Exhibits to the Agreement (enumerated as follows):
  - a. Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_ to \_\_\_, inclusive);
  - b. \_\_\_\_\_
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Written Amendments;
  - b. Work Orders;
  - c. Change Order(s).

The documents listed in paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8.

## ARTICLE 9 MISCELLANEOUS

### 9.01 Terms

Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 9.02 Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and,

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 9.03 Successors and Assigns

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 9.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_ , \_\_\_\_\_  
(which is the Effective Date of the Agreement)

OWNER:

City of Ypsilanti \_\_\_\_\_

By: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

One South Huron Street \_\_\_\_\_

Ypsilanti, MI 48197 \_\_\_\_\_

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER – CONTRACTOR Agreement)

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

CONTRACTOR:

Saladino Construction Co., Inc. \_\_\_\_\_

By: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

3303 North Territorial Rd. W. \_\_\_\_\_

Ann Arbor, MI 48105 \_\_\_\_\_

License No. \_\_\_\_\_

(Where applicable)

Agent for service of process: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_



REQUEST FOR LEGISLATION  
July 30, 2015

From: Frances McMullan, City Clerk

Subject: Charitable Gaming License – Ypsilanti Youth Athletic Association

---

SUMMARY & BACKGROUND:

The Ypsilanti Youth Athletic Association has been active in the community for over 30 years, and is dedicated to providing safe, quality athletic opportunities to the youth of Ypsilanti.

The organization would like to host fundraising events at the Roundtree Bar and Grill, 2203 Ellsworth Road, Ypsilanti, MI 48197 and the American Legion, 100 Ecorse Road, Ypsilanti, MI 48198 on the following dates:

August 31 – September 6, 2015  
September 28 – October 4, 2015  
November 2 – November 9, 2015  
January 11 – January 17, 2016

Please contact Jyson Atkins, League Vice-President, at (734) 749-4798 or by email at [freshlyfitted@yahoo.com](mailto:freshlyfitted@yahoo.com) for further information.

RECOMMENDED ACTION: Approval

ATTACHMENTS:      Resolution  
                         Letter from Program Director  
                         Tax Exempt Certificate and supplemental documents

---

CITY MANAGER APPROVAL: \_\_\_\_\_ COUNCIL AGENDA DATE: \_\_\_\_\_

CITY MANAGER COMMENTS: \_\_\_\_\_

FISCAL SERVICES DIRECTOR APPROVAL: \_\_\_\_\_



Resolution No. 2015 - 170  
August 4, 2015

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

OFFERED BY: \_\_\_\_\_

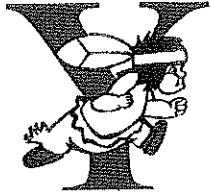
SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE:



Ypsilanti Youth Athletic Association  
PO Box 972272  
Ypsilanti, MI 48197  
[www.leaguelineup.com/yjb](http://www.leaguelineup.com/yjb)

July 7, 2015

To: City of Ypsilanti, Charitable Gaming Commission

The Ypsilanti Huron Braves, is a non profit organization that has a single goal of providing safe, quality athletic opportunities to the young people of Ypsilanti and the surrounding areas. The YHB has been active in the community for over 30 years.

We pride ourselves on our past and current reputation to create a secondary family environment for our participants. Our organization believes in the phrase, "It takes a Village" and the practice of "paying it forward". We want to continue to do our part! In order to stay true to our community and our beliefs we have taken on many unforeseen financial obligations. Those situations have created the need to be unique in our fundraising efforts.

The YHB Board Members believe that "Game Night" will assist our organization continue to offer the quality opportunities that we have in the past. A "Game Night" will also give the community an opportunity to show support for our youth and their future.

We appreciate your time and consideration in this matter. If additional information is needed, please don't hesitate to contact Jayson Atkins, League Vice-President at 734-749-4798 or [freshlyfitted@yahoo.com](mailto:freshlyfitted@yahoo.com).

Sincerely,

A solid black rectangular box used to redact the handwritten signature of Jayson Atkins.

Jayson Atkins

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

DEPARTMENT OF THE TREASURY

Date:

10 OCT 30 2014

YPSILANTI YOUTH ATHLETIC  
ASSOCIATION  
8500 LAWRENCE AVE  
YPSILANTI, MI 48198-3648

Employer Identification Number:  
27-2325275

DLN:

17053182344004

Contact Person:

SIRIJUN MAYI

ID# 31449

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

February 28

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

July 15, 2013

Contribution Deductibility:

Yes

Addendum Applies:

Yes

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.

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

Sincerely,



Director, Exempt Organizations

YPSILANTI YOUTH ATHLETIC

ADDENDUM

Based on the information submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as shown in the heading of this letter, is retroactive to the date of revocation.



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

**LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES**  
(Required by MCL 432.103(9))

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by \_\_\_\_\_ on \_\_\_\_\_  
DATE

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

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the request from \_\_\_\_\_ of \_\_\_\_\_  
NAME OF ORGANIZATION CITY

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

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

gaming licenses, be considered for \_\_\_\_\_  
APPROVAL/DISAPPROVAL

**APPROVAL**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**DISAPPROVAL**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on \_\_\_\_\_  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.  
PENALTY: Possible denial of application.  
BSL-CG-1153(R10/06)



## REQUEST FOR LEGISLATION

DATE: July 31, 2015

FROM: Ralph Lange, Ypsilanti City Manager

SUBJECT: County Recreation Center – First Amendment to Purchase Agreement

### SUMMARY/BACKGROUND:

The City and the County entered an agreement on July 14, 2014, where the City agreed to sell a portion of the Water Street Project to the County for the purposes to construct a recreation center. Since that time, there had been issues regarding the configuration of the site and the parcel being sold to the County, the construction of off-site infrastructure improvements, and placement of utilities.

Specifically, the County requested that the proposed location of Water Street be moved further to the west, to abut the parcel it is purchasing. The infrastructure plan for the entire project area was adjusted to accommodate this request. Further, the original purchase agreement contemplated two options for off-site infrastructure improvements (roads and utilities) required of the County ((1) Water Street from Michigan Avenue to South Street and a portion of Parsons connecting Water Street to the parcel, and (2) Parsons Street from River Street to the parcel). These needed to be changed relative to the adjustment of the location of Water Street and the parties further negotiated that both options would be undertaken by the County. There was also discussion about utilities being placed off the site, in conjunction with the Herman & Kittle development, and which portion of the installation of the utilities the parties were responsible for. Finally, the amendment provides for an extension for the County to provide a legal description under the purchase agreement.

These issues have now been resolved and the parties have now settled on the terms and language required to amend the original purchase agreement. The attached First Amendment to Agreement to Purchase Real Estate encapsulates the new infrastructure plan for the project area relative to the parcel being purchased by the County and extends the necessary trigger dates for closing. This amendment also provides that the County is responsible for both options under the reconfigured off-site infrastructure improvements. There are essentially two caveats here. The first is that the County is not required to construct the surface-level improvements (roads, sidewalks, curbs, etc.) for Parsons Street until the same are constructed for River Street. However, the utilities (gas, electric, water/sewer, etc.) are still required to be installed at the time construction begins. The second is that should cost become a prohibitive factor to this arrangement, the parties are

required to negotiate this in good faith. Finally, this amendment provides an amount for the County's share of the electrical system being installed on the site by DTE, when this amount is due to the City, and when the parties hope that this work can begin.

It is important to point out that there has been no delay in the overall time frame for closing contemplated in the original purchase agreement and this amendment does not extend that.

I would be remiss if I did not take this opportunity to thank all the city staff who worked and invested countless hours to craft this agreement over the last several years, Mr. Barr, Dan DuChene (who wrote most of the RFL), Joseph Fazio and many other individuals who work for the city in a professional contractor role.

I also want to thank the countless public officials who pushed all of us to find a way to resolve our differences and kept reminding us that the ultimate goal was worth all the time and effort. I want to thank Coy Vaughn and Bob Tetens for all the time and work they have put into this project and will continue to in the future.

Finally I understand that this agreement may not have all the provisions and conditions that some members of City Council wanted to see included in it. I am sure that this is also the case for representatives of the County Parks and Recreation Commission. This being said I truly believe, this agreement, if passed by City Council will serve as a major milestone towards making the Eastside Community Recreation Center a reality. This project will also serve as one of the two Water Street anchors that will greatly help the city in its efforts to market the Water Street redevelopment area and reach the full potential that the city envisions for this property.

ATTACHMENTS:      Proposed Resolution  
                            First Amendment to Purchase Agreement

RECOMMENDED ACTION:   Review and Consideration

---

---

DATE RECEIVED: \_\_\_\_\_ AGENDA ITEM NO. 2015-171

CITY MANAGER COMMENTS: \_\_\_\_\_

FOR AGENDA OF: \_\_\_\_\_ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN: \_\_\_\_\_



Resolution No. 2015-171  
August 4, 2015

RESOLUTION APPROVING FIRST AMENDMENT TO  
PURCHASE AGREEMENT WITH WASHTENAW COUNTY

WHEREAS, the City and Washtenaw County entered into an agreement on July 14, 2014, whereby the City agreed to sell a portion of the Water Street Project to the County for the purpose to construct a recreation center; and

WHEREAS, since this agreement has been entered, certain issues arose that required time extensions and reconsideration of other terms in the agreement; and

WHEREAS, these issues have now been resolved and the Parties have agreed to a first amendment to the agreement to memorialize the terms so negotiated and discussed; and

WHEREAS, both parties are interested in moving forward with the sale of this land and agree to the terms laid out in this first amendment; and

WHEREAS, the this first amendment does not extend the overall timeframe contemplated for closing in the original purchase agreement;

NOW THEREFOR BE IT RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that: the Mayor and City Clerk are authorized to enter into the attached First Amendment to Agreement to Purchase Real Estate between the City of Ypsilanti and Washtenaw County, in conjunction with and subject to the review and approval of the City Attorney.

BE IT FURTHER RESOLVED that: the City Manager is authorized to complete the sale with Washtenaw county and sign any and all documents to close the transaction, in conjunction with and subject to the review and approval of the City Attorney.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

**FIRST AMENDMENT TO AGREEMENT TO PURCHASE REAL ESTATE**

This FIRST AMENDMENT TO AGREEMENT TO PURCHASE REAL ESTATE is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Ypsilanti, a Michigan home rule city, having an address of One S. Huron Street, Ypsilanti, MI 48197 ("City"), and Washtenaw County, a Michigan municipal corporation, having an address of 220 N. Main Street, Ann Arbor, MI 48104 ("Purchaser").

WHEREAS, the Parties entered into an Agreement to Purchase Real Estate dated July 14, 2014 (the "Original Agreement"); and

WHEREAS, despite their best efforts, the parties were unable to agree upon the exact configuration of the Property being sold such that a survey could be obtained within forty-five (45) days from the Effective Date as required by Paragraph 3(b) of the Original Agreement; and

WHEREAS, the Parties have now reached such an agreement concerning the configuration of the site, pursuant to a preliminary conceptual layout of the improvements to be constructed by the Developer on the Property and the Seller's offsite development purchase agreement; and

WHEREAS, the Parties now wish to amend the Agreement in order to modify the terms contained therein based on their respective agreements.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the agreements of the Parties hereto, City and Purchaser mutually agree as follows:

1. Recitals. The Recitals are acknowledged to be true, correct and complete and are otherwise incorporated herein by reference. All capitalized terms used herein which are not otherwise defined shall have the meanings given them in the Original Agreement.

2. Property. Subject to the approval of the Amended Project Infrastructure Plan by the City pursuant to Section 4, the parties consent to and approve the configuration of the Property reflected on the attached Exhibit A incorporated herein by reference. The attached Exhibit A shall replace Exhibit A attached to the Original Agreement. The proposed 30-foot easement reflected in Exhibit A shall be reserved by the City at Closing and said easement to be for utilities and public pedestrian access to and from the Linear Park. This proposed easement shall not prohibit or limit Purchaser's ability to construct or connect any structures or buildings that may be located on the north and south of said easement so long as said connections do not impair or impede pedestrian use and the utilities which are placed within the easement.

3. Offsite Infrastructure Improvements. The Offsite Infrastructure Improvements (consisting of (i) all below ground utilities including water, sewer, electrical, storm water (the "Subsurface Improvements") and (ii) all above ground improvements including roads, sidewalks, curbs and streetscapes (the "Surface Improvements")) to be constructed by Purchaser pursuant to the terms of the Agreement are to be installed in the areas described on the attached Exhibit C-2 incorporated herein by reference. Exhibit C-2 attached hereto is intended to and shall supersede and replace Exhibit C-2 as described in paragraph D of the Original Agreement. The undersigned

parties agree that Purchaser shall be obligated complete the Offsite Infrastructure Improvements described on both Options A and B. However, the construction of River Street is anticipated to be completed in connection with the development of another site. Therefore, Purchaser shall not be required to proceed with the construction of the Surface Improvements under Option B until such time that the surface elements of River Street are constructed. Purchaser shall complete construction of the Surface Improvements under Option B within six months of the construction of River Street, weather permitting. Purchaser shall be required to commence and thereafter complete construction and installation of the Subsurface Improvements under Option B as part of its construction of the Project even if construction of River Street is not completed. The undersigned parties agree that Purchaser reserves the right to approve the costs associated with the Offsite Infrastructure Improvements as defined herein which cost shall be determined and deemed to be approved by the Purchaser if Purchaser elects to proceed beyond the Governmental Approval Period. If such costs are deemed by Purchaser to be prohibitive, the Parties agree to negotiate in good faith scope of Purchaser's obligation to construct the Offsite Infrastructure Improvements required of Purchaser. In connection with the design and installation of the electrical systems included in the Subsurface Improvements, the parties agree as follows: (i) City shall proceed to contract with DTE to design and install the electrical service for the Project ("Project Service") and shall use its best efforts to have such work substantially completed no later than March 1, 2016 (ii) Purchaser agrees its allocable share of the cost associated with the design and installation of the Project Service is \$174,000 ("Purchaser's Share") and (iii) Purchaser's Share shall be paid to City within 20 days of the date the City confirms that City has contracted with DTE for the design and installation of the Project Service, even if such payment is due prior to the expiration of the Governmental Approval Period.

4. Amended Project Road and Infrastructure Plan. The reconfiguration of the Property and the revision to the area in which the Offsite Infrastructure Improvements are to be installed as described on Exhibit D attached to this First Amendment have necessarily required that the overall road and utility infrastructure plan for the Project previously adopted by the City be amended (the "Amended Project Infrastructure Plan"), such amendment to include, but not be limited to, the relocation of Water Street further west from its original designation and the elimination of Parsons Street as same affected the Property. The parties acknowledge that the Amended Project Infrastructure Plan as evidenced in Exhibit D attached hereto is preliminary and requires approval by Planning Commission for the City of Ypsilanti and/or City Council. City agrees to pursue such approvals in good faith and to deliver evidence of such approval or disapproval within 90 days of the date hereof. Purchaser agrees to reasonably cooperate with the City and the City's efforts to obtain the approvals for the Amended Project Infrastructure Plan. The parties further acknowledge that upon the approval of the Amended Project Infrastructure Plan, the Pedestrian Access Easement contemplated to be retained by Seller pursuant to paragraph 11(b) of the Original Agreement, which would burden the Property in the location of the originally proposed Parsons Street, is described as the proposed 30-foot easement reflected in Exhibit A, which was aforementioned in paragraph 2 of this First Amendment.

5. New Survey. Pursuant to Section 3(b) of the original Agreement, Purchaser agrees to provide a new survey of the Property based upon the amended Exhibit A within forty-five (45) days from the date of this First Amendment for City's review and approval.

6. Extension of Governmental Approval Period. The parties acknowledge that the Governmental Approval Period originally expired on April 10, 2015 and that Purchaser timely exercised its first, second, and third extension thereof and that the Governmental Approval Period as of the date hereof shall expire on October 7, 2015, subject to the Purchaser's right to further extend same for one (1) extension of sixty (60) days.

7. Counterparts. This First Amendment may be executed in several counterparts and all such executed counterparts shall constitute one and the same agreement upon execution by all parties.

8. Reaffirmation. All of the terms of the Original Agreement are hereby reaffirmed and the parties confirm that the Agreement is otherwise in full and effect and not amended except as provided herein.

IN WITNESS WHEREOF, the parties have read this First Amendment and agree to its terms and conditions as of the date first above written.

IN THE PRESENCE OF:

CITY OF YPSILANTI, a Michigan  
municipal corporation

BY: \_\_\_\_\_

\_\_\_\_\_  
Amanda Edmonds

Mayor

Dated: \_\_\_\_\_

and

BY: \_\_\_\_\_

\_\_\_\_\_  
Frances McMullan

City Clerk

Dated: \_\_\_\_\_

IN THE PRESENCE OF:

WASHTENAW COUNTY, a Michigan  
municipal corporation, by the Washtenaw  
County Parks & Recreation Commission

BY:  \_\_\_\_\_

 \_\_\_\_\_  
Robert Tetens

Director

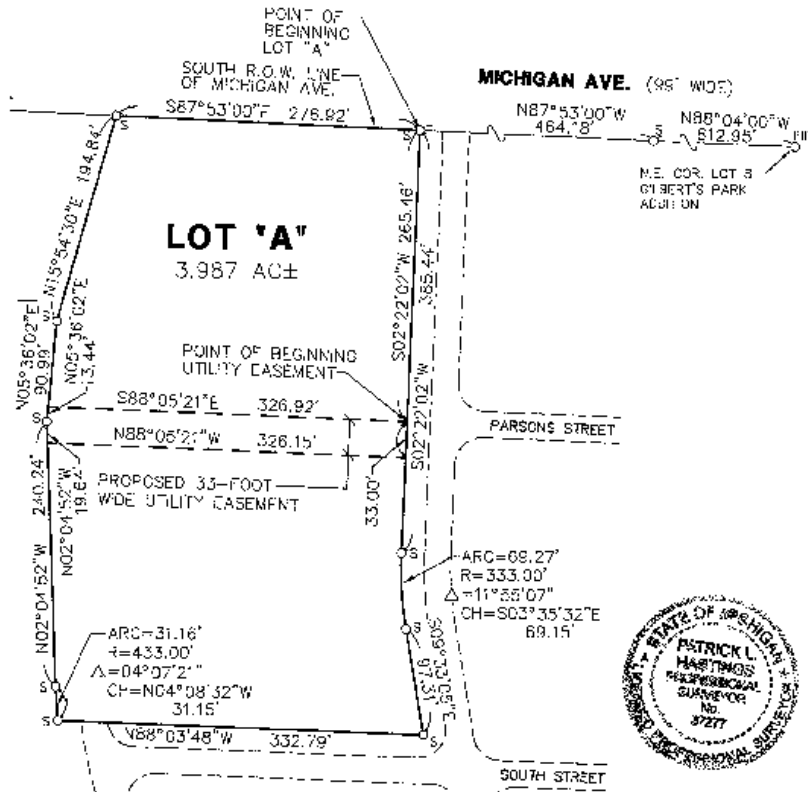
Dated: 7/29/2015

# EXHIBIT A PROPERTY CONFIGURATION

NOTE: BEARINGS BASED ON  
SURVEY BY MCLLC, JOB NO. 03162,  
DATED 5/01/07.

## LEGEND

R.O.W. RIGHT-OF-WAY  
OS SET RON ROD  
dPR FOUND IRON ROD



LAND DIVISION OF A 3.987 ACRE PARCEL OF LAND  
LOCATED IN THE NE 1/4 OF SECTION 8, T3S, R7E,  
CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

|                                  |                        |                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CLIENT: CITY OF YPSILANTI        | DATE: 4/27/15          |                                                                                                                                                                                                                                                                                                                                     |
| JOB NO.: 15030                   | SHEET 1 OF 2           |                                                                                                                                                                                                                                                                                                                                     |
| SECTION: 8 TOWN: 3S, RANGE: 7E   | SCALE: 1 in. = 100 ft. |                                                                                                                                                                                                                                                                                                                                     |
| CITY OF YPSILANTI                | BOOK: 3657             |                                                                                                                                                                                                                                                                                                                                     |
| WASHTENAW COUNTY, MICHIGAN       | BY: KMW                |                                                                                                                                                                                                                                                                                                                                     |
| <b>MIDWESTERN CONSULTING</b><br> |                        | <p>I HEREBY CERTIFY THAT I HAVE SURVEYED AND<br/>MAAPPED THE LAND ABOVE PLATTED AND/OR<br/>DESCRIBED ON APRIL 27, 2015<br/>AND THAT THE RATIO OF CLOSURE ON THE<br/>UNADJUSTED FIELD OBSERVATIONS OF SUCH<br/>SURVEY WAS 1/5000 AND THAT<br/>ALL OF THE REQUIREMENTS OF F.A. 132 1970,<br/>AS AMENDED, HAVE BEEN COMPLIED WITH.</p> |

LEGAL DESCRIPTION OF LOT "A", LOCATED  
IN THE NE 1/4 OF SECTION 9, T3S, R7E,  
CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

Commencing at the NE corner of Lot 8 of Gilbert's Park Addition to the City of Ypsilanti, as recorded in Liber 57 of Deeds, Page 150, Washtenaw County Records, Michigan; thence N 88°04'00" W 612.85 feet along the North line of said Gilbert's Park Addition and the South right-of-way line of Michigan Avenue (89.00 feet wide); thence N 87°53'00" W 464.18 feet along said South line of Michigan Avenue to the Point of Beginning;

thence S 02°22'02" W 385.44 feet;  
thence Southeastery 69.27 feet along the arc of a circular curve to the left, radius 333.00 feet, central angle 1°55'07", long chord S 03°35'32" E 69.15 feet;  
thence S 08°33'06" E 97.31 feet;  
thence N 88°03'48" W 332.72 feet;  
thence Northwesterly 31.16 feet along the arc of a circular curve to the right, radius 433.00 feet, central angle 04°07'21", long chord N 04°08'32" W 31.15 feet;  
thence N 02°04'52" W 240.24 feet;  
thence N 05°36'02" E 90.99 feet;  
thence N 15°54'30" E 194.84 feet;  
thence S 87°53'00" E 276.92 feet along the South right-of-way line of said Michigan Avenue to the Point of Beginning. Being a part of the NE 1/4 of Section 9, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan and containing 3.987 acres of land, more or less. Being subject to easements and restrictions of record, if any.

Being subject to a 33-foot wide utility easement, described as follows:

Commencing at the NE corner of Lot 8 of Gilbert's Park Addition to the City of Ypsilanti, as recorded in Liber 57 of Deeds, Page 150, Washtenaw County Records, Michigan; thence N 88°04'00" W 612.85 feet along the North line of said Gilbert's Park Addition and the South right-of-way line of Michigan Avenue (89.00 feet wide); thence N 87°53'00" W 464.18 feet along said South line of Michigan Avenue; thence S 02°22'02" W 265.46 feet to the Point of Beginning;

thence continuing S 02°22'02" W 33.00 feet;  
thence N 88°05'21" W 325.15 feet;  
thence N 02°04'52" W 19.64 feet;  
thence N 05°36'32" E 13.44 feet;  
thence S 88°05'21" E 326.92 feet to the Point of Beginning.



|                               |                      |                                                                                                                                                        |
|-------------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| CLIENT: CITY OF YPSILANTI     | DATE: 4/21/15        | <br>Patrick L. Hastings<br>PROFESSIONAL LAND SURVEYOR<br>NO. 37277 |
| JOB NO.: 15030                | SHEET 2 OF 2         |                                                                                                                                                        |
| SECTION: 9 TOWN: 3S RANGE: 7E | SCALE: 1" = 100' ft. |                                                                                                                                                        |
| CITY OF YPSILANTI             | BOOK: 2667           |                                                                                                                                                        |
| WASHTENAW COUNTY, MICHIGAN    | BY: KMW              |                                                                                                                                                        |

**MIDWESTERN CONSULTING**



Civil, Environmental and  
Transportation Engineers  
Planners, Surveyors  
Landscape Architects

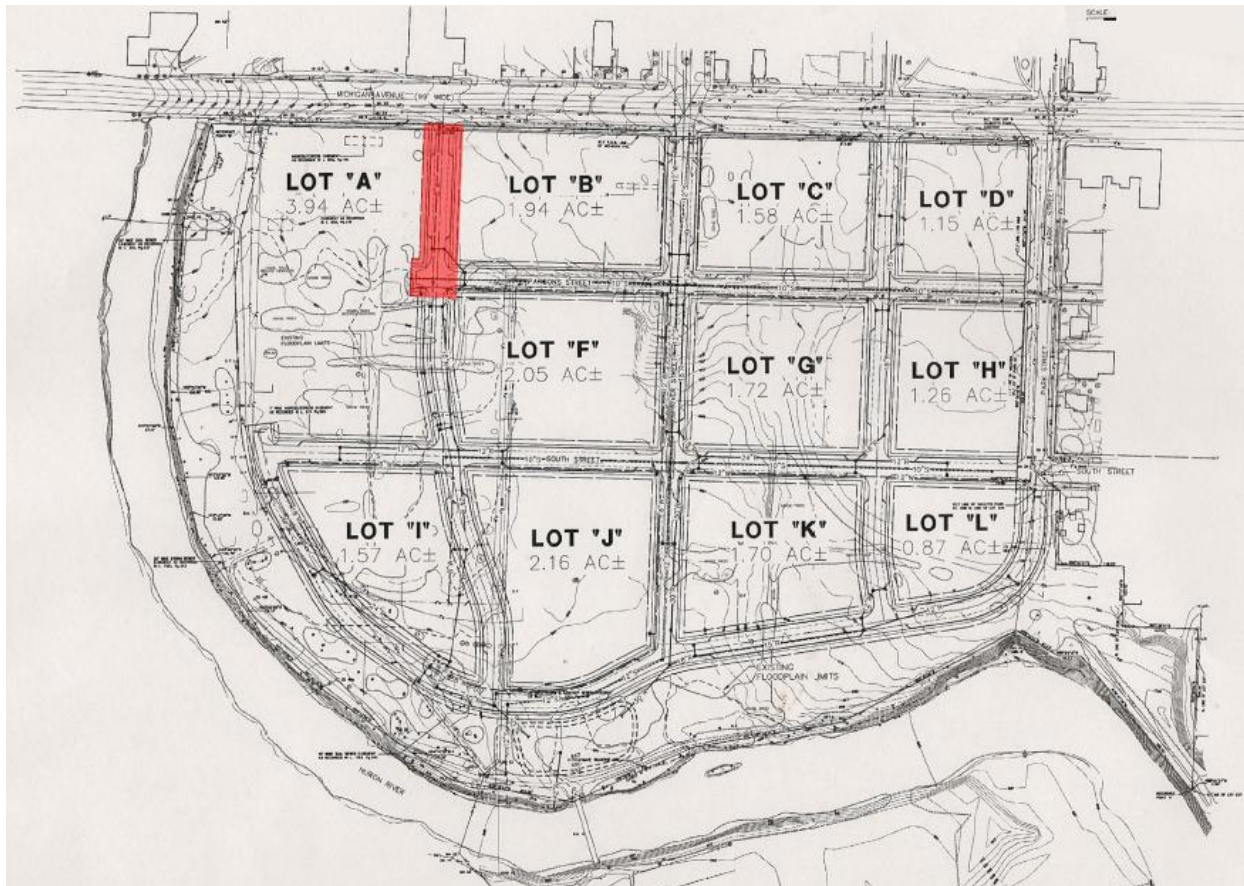
3315 Pasa Drive  
Ann Arbor, Michigan 48108  
Phone 734.965.0700  
Fax 734.995.3599

I HEREBY CERTIFY THAT I HAVE SURVEYED AND  
MAPPED THE LAND ABOVE PLATTED AND/OR  
DESCRIBED ON APRIL 27, 2015  
AND THAT THE RATIO OF CLOSURE ON THE  
UNADJUSTED FIELD OBSERVATIONS OF SUCH  
SURVEY WAS 1/5000 AND THAT  
ALL OF THE REQUIREMENTS OF P.A. 32 1970,  
AS AMENDED, HAVE BEEN COMPLIED WITH.

**EXHIBIT C-2  
OFFSITE INFRASTRUCTURE IMPROVEMENTS**

**OPTION A**

Build “new” segment of Water Street connecting facility to Michigan Ave.



**EXHIBIT C-2**  
**OFFSITE INFRASTRUCTURE IMPROVEMENTS**

**OPTION B**

Extend Parsons from proposed building site to River Street.

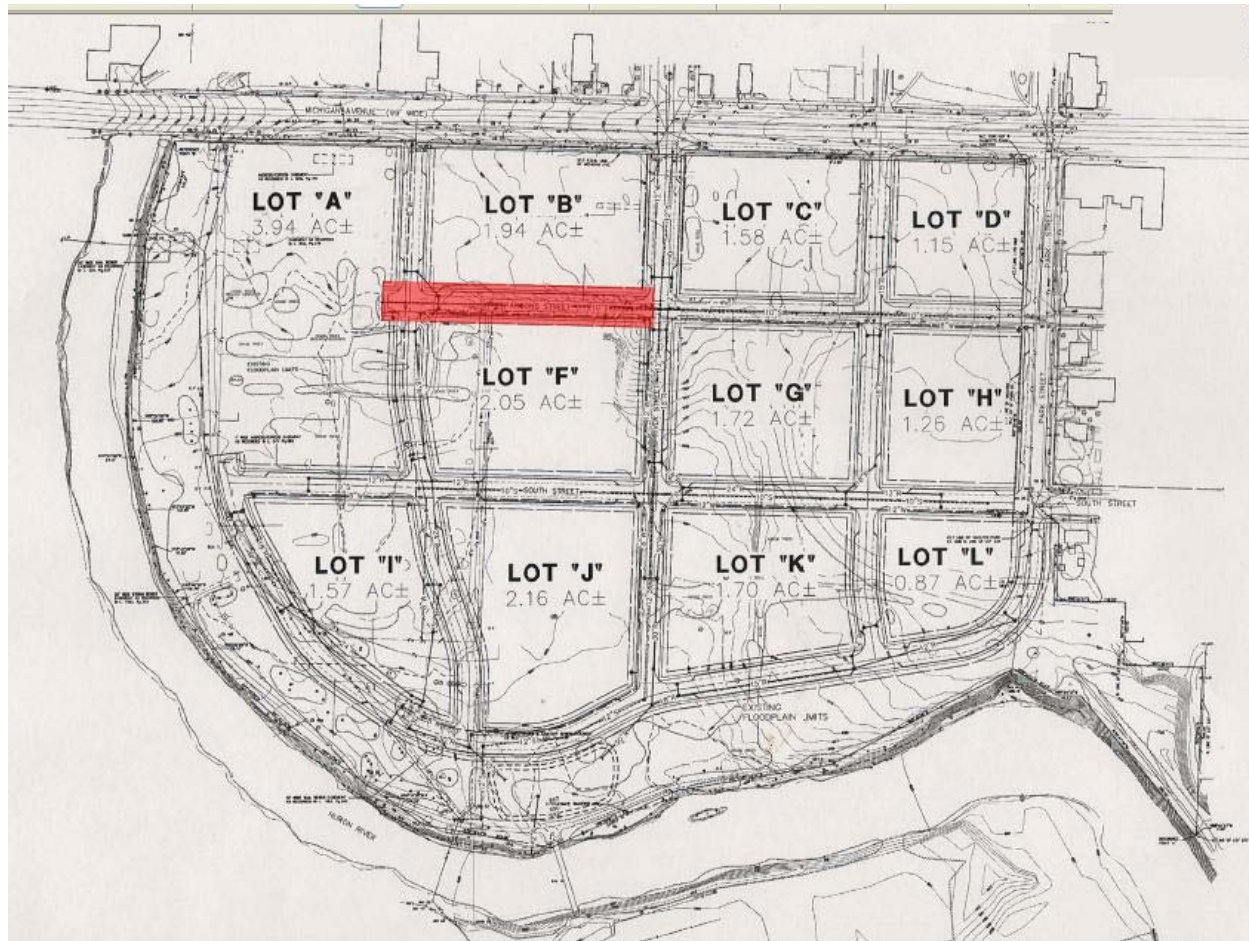
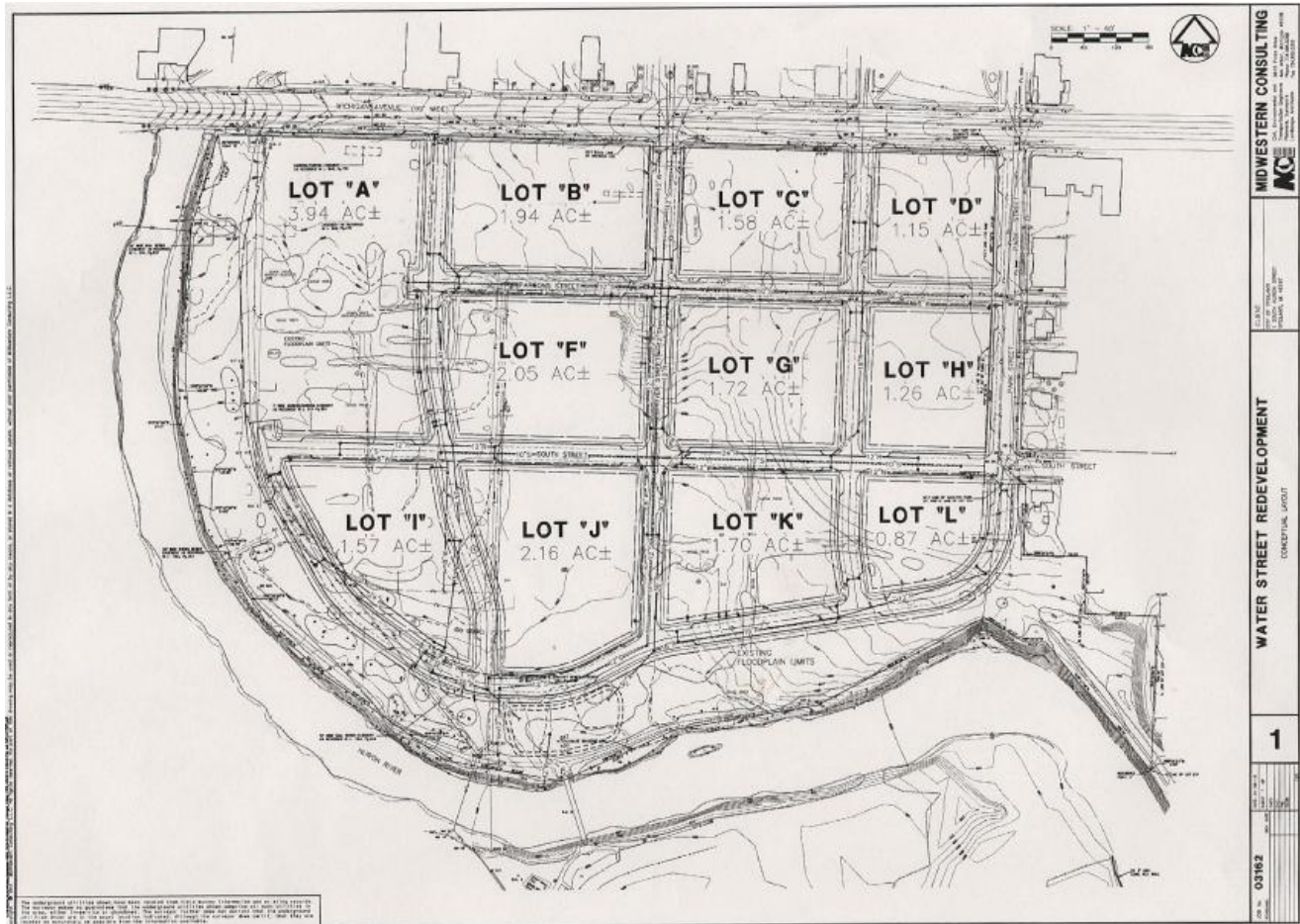


EXHIBIT D  
AMENDED PROJECT INFRASTRUCTURE PLAN

RECONFIGURED PROJECT INFRASTRUCTURE  
PLAN FOR THE PROJECT





REQUEST FOR LEGISLATION  
July 27, 2015

To: Mayor and Council

From: Beth Ernat, Director of Economic Development

Subject: Wayfinding and Directional Signage

---

**SUMMARY & BACKGROUND:** The Ypsilanti Convention and Visitors Bureau (YCVB) have proposed a Wayfinding and Directional Signage Program for Ypsilanti, EMU, and surrounding areas in Ypsilanti Township. The purpose of the program is to provide identity and direction to visitors and travelers through the region. The YCVB presented the concept to the City Council in June.

The Wayfinding and Directional Signage program is being proposed as a phased project due to costs. The first phase includes Wayfinding signs that identify key public features in the region such as City Hall, EMU, Library and recreation activities, specifically no private businesses. This phase also includes wayfinding and identification of public parking areas.

The YCVB asked the key partners, EMU, Washtenaw County, City of Ypsilanti and Ypsilanti Township to each contribute \$30,000. The cost would cover the manufacturing of the signs, the permits necessary, including MDOT, and installation of the signs.

Upon review of the proposal and the known budget constraints in this year's budget for the City of Ypsilanti, the Office of Community and Economic Development for Washtenaw County has offered to pay the City's portion, \$30,000, in exchange for the long term maintenance of the signs once they have been installed.

Staff has discussed the sign maintenance with Beckett and Raider, the designers of the signs. The actual metal sign posts and panels will be similar to metal light poles and other metal streetscape elements. The poles will be paintable if necessary. The signs will consist of a heavy duty vinyl. The vinyl specified for the graphics has a 10 year warranty. Changes and additions can be made by overlaying the vinyl. All street signs will have to meet and exceed MDOT's standards. Similar sign designs and the same manufacturer have been used in both Ann Arbor and Chelsea. The signs in Chelsea have been in place for 10 years with no maintenance costs. The signs in Ann Arbor have been replaced due to upgrades but have been installed for over 6 years with no maintenance cost.

**RECOMMENDED ACTION:** Staff recommends approving a resolution to accept the Washtenaw County contribution of \$30,000 in exchange for maintenance of the proposed signs within the City limits.

**ATTACHMENTS:** Proposed sign location maps.



Resolution No. 2015 - 173  
August 4, 2015

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

WHEREAS, The City of Ypsilanti recognizes that wayfinding signage increases tourism by providing visual clues to help visitors find community destinations and recreational areas; and

WHEREAS, wayfinding signage helps our local businesses increase product sales by helping visitors find retail districts and parking; and

WHEREAS, the City accepts the maintenance costs associated with the wayfinding signage and agrees the signage will increase private investment in the City by conveying a sense of prosperity, influencing people's decisions to live and work in the City.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council the City of Ypsilanti supports the community wayfinding sign proposal as presented at the June 6, 2015 meeting.

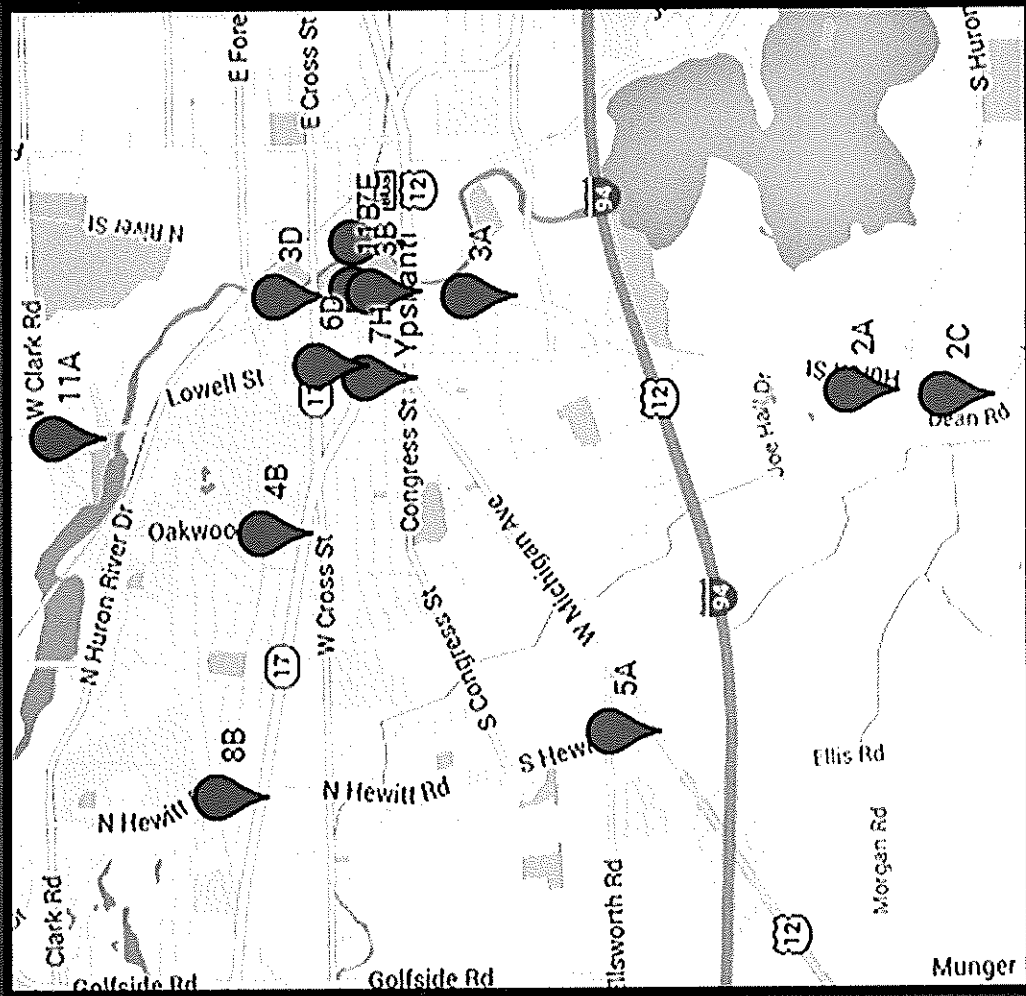
BE IT FURTHER RESOLVED THAT the City will maintain the wayfinding and parking signs located within the City limits.

OFFERED BY: \_\_\_\_\_

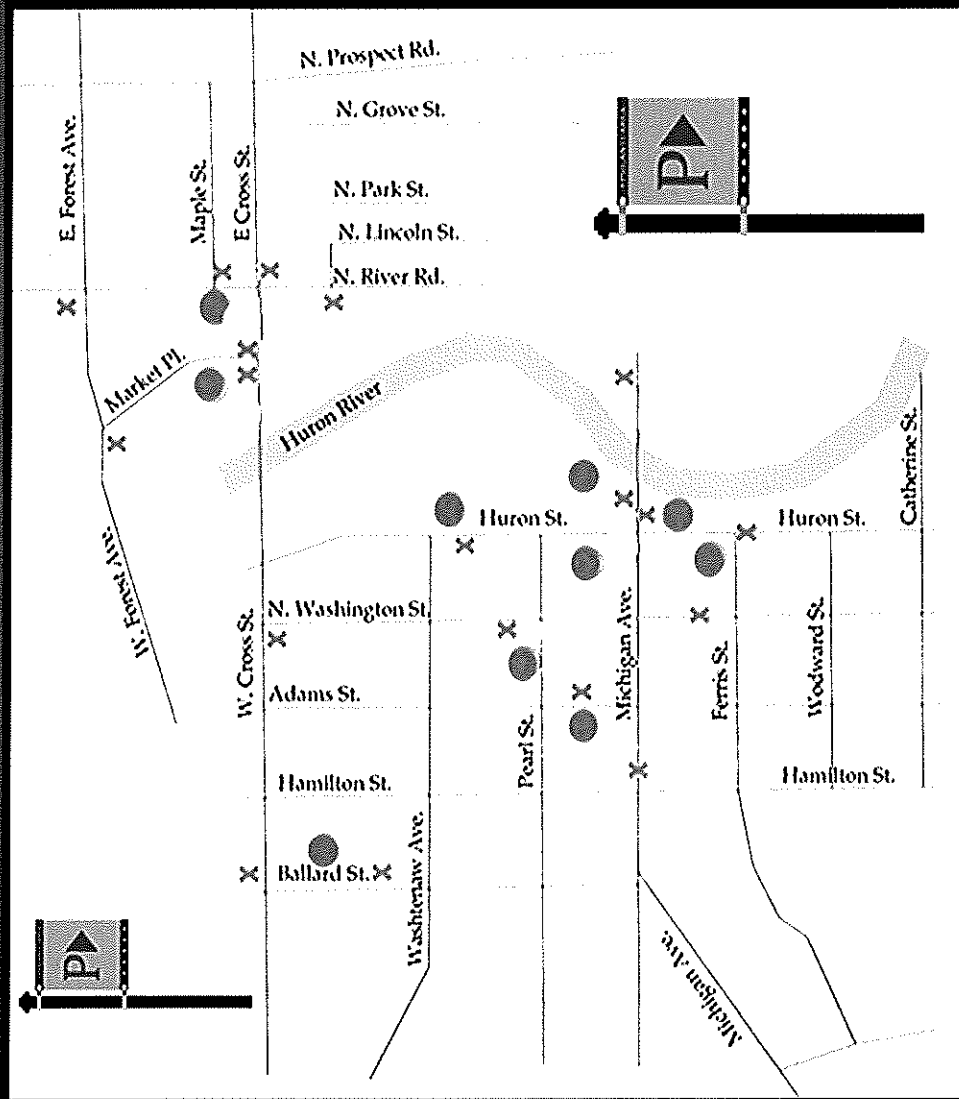
SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

# June 2015 Wayfinding Signage Plan (Directional)



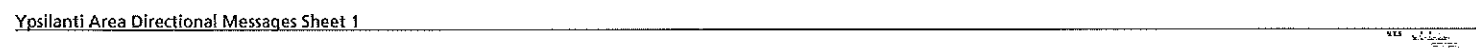
# June 2015 Wayfinding Signage Plan (Parking)



| Proposed Parking Sign Locations |
|---------------------------------|
| Washington Street Lot           |
| Riverside Arts Lot              |
| Riverside Lot                   |
| N. Huron Lot                    |
| City Hall Lot                   |
| S. Huron Lot                    |
| Depot Town Parking Lot 1        |
| Depot Town Parking Lot 2        |
| Ballad Street Lot               |
| N. Adams Lot                    |

● Parking Lot

X Parking Sign





**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: jlbarr@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: July 30, 2015

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Two-year extension of City's towing services contract with Wall Street Towing, Inc. (d.b.a. Budget/Stadium Towing)

**SUMMARY/BACKGROUND**

The Ypsilanti Police Department issued a request for proposals for towing services on April 12, 2012. The sole bidder from that process was the City's existing contractor, Wall Street Towing, Inc. (d.b.a. Budget/Stadium Towing). The City accepted this bid (Res. 2012-176) and the parties entered into a three-year contract on July 26, 2012. This contract provided for the option of a 2-year extension.

Budget/Stadium Towing services the County Sheriff and the Michigan State Police with the same rates as the City. The Police Department command is pleased with the service by Budget/Stadium Towing. Both Budget/Stadium Towing and the City are interested in executing this contract extension.

Attached for your consideration is a proposed resolution authorizing the Chief of Police to sign all necessary documents needed to execute this extension, subject to approve by the City Attorney.

ATTACHMENTS: Proposed resolution

RECOMMENDED ACTION: Review and consideration

---

DATE RECEIVED: \_\_\_\_\_ AGENDA ITEM NO. 2015-174

CITY MANAGER COMMENTS: \_\_\_\_\_

FOR AGENDA OF: \_\_\_\_\_ FINANCE DIR. APPROVAL: \_\_\_\_\_



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

July 31, 2015  
Page 2

---

COUNCIL ACTION TAKEN: \_\_\_\_\_



Resolution No. 2015-174  
August 4, 2015

RESOLUTION TO APPROVE A TWO-YEAR EXTENSION OF THE CITY'S  
TOWING SERVICES CONTRACT WITH WALL STREET TOWING, INC. (D.B.A.  
BUDGET/STADIUM TOWING)

WHEREAS, the Ypsilanti Police Department issued a request for proposals for a police department towing contract on April 12, 2012; and

WHEREAS, Wall Street Towing, Inc. (d.b.a. Budget/Stadium Towing) was the sole bidder at that time; and

WHEREAS, Ypsilanti City Council approved this bid by adopting Resolution 2012-176 and authorized the Chief of Police to sign all necessary documents needed to execute the contract, subject to approval by the City Attorney; and

WHEREAS, this contract provided for an original three-year term commencing on July 26, 2012, with a two-year extension at the discretion of the City; and

WHEREAS, the Parties are both interested in continuing under the existing contract and executing the two-year extension;

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that: the Chief of Police be authorized to sign all necessary documents needed to execute a two-year extension to the contract with Budget/Stadium Towing, subject to approval by the City Attorney.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:

## City of Ypsilanti Park Liaison Report

City of Ypsilanti Park Commission meets every Second Tuesday, 7pm

### Commission Members Status

- Ward One - Needs one appointee
- Ward Two – Needs two appointees
- Ward Three – Needs one appointee
- One Youth Representative

### Adopt a Park Updates

1. Friends of Peninsular Park – Monthly Meetings and Clean ups
2. Friends of Parkridge and WCC– summer camp and participation in Stop the Violence Rally
3. Ypsilanti Running Company – Establishing additional Partnerships for Youth friendly activities. Participating in Heritage Festival Youth Zone
4. Disc Golf – weekly events and participated in Ypsi Pride
5. Friend of Prospect Park
6. Men of Heritage Park
7. Friends of Carrie Mattingly Park – cohosted a Service Day with EMU student group on July 17, 2015 and served ice cream to community residents.
8. Friends of Rutherford Pool – ongoing summer activities

### Commission Sponsored events

- i. Friday Movie Night - will resume in September
  - ii. Labor Day Bridge Walk – 9/7/15
  - iii. Ypsilanti River Day to celebrate DIA Inside Out – 10/11/15
2. New Business
    - Former Mayor Paul Schreiber gave a presentation at the Senior Recreation Center on July 9, 2015 and members will be pursuing a 501 © 3 status.
  3. Partner Updates
    1. Ypsilanti Trail Town – The DIA Inside- Out Project in partnership with YDDA and First Fridays Ypsilanti was installed on Wednesday July 29, 2015 and kickoff is scheduled for August 7, 2015. Art Displays are located at Riverside, Grog Island and Peninsular Parks until October 31, 2015. Several events are planned to help celebrate the art and the river and information will be provided.
    2. YMCA – summer camps in varying areas
    3. HRWC – held a single fly tournament on July 19 with Schultz Outfitters
    4. Workforce Development is working with Ericka Savage on contract and placement of interns.

➤ *Park Work Group meeting will be scheduled for late August /September*  
*Anne B*

## Frances McMullan

---

**From:** support@cityofypsilanti.com  
**Sent:** Friday, July 24, 2015 2:36 PM  
**To:** Frances McMullan  
**Subject:** City of Ypsilanti Boards and Commissions Citizen Participation Resume

Results From: City of Ypsilanti Boards and Commissions Citizen Participation ResumeSubmitted By: Unauthenticated  
User IP: 10.20.30.11

**Name:**  
Elizabeth

**last name:**  
Dahl MacGregor

**Address:**  
103 N Lincoln

**address2:**

**city:**  
Ypsilanti

**state:**  
MI

**zip:**  
48198

**Years in Community:**  
11

**Ward:**  
3

**Phone:**  
[REDACTED]

**Email:**  
[REDACTED]

**Education:**  
J.D.

**Occupation:**  
Lawyer

Employer:  
Self

BOARD OF INTEREST:  
Planning Commission

Interest:  
I want to be involved and this seems like a good fit.

Applicatory Experience:  
Licensed attorney  
Chair of the Washtenaw Food Policy Council Zoning & Planning Policy Action Team

Attendance Requirement:  
Yes

Signature:  
Yes

July 31, 2015

**TO:** Mayor Amanda Edmonds & City Clerk Frances M. McMullan

**RE:** Official notice of my interest in serving the Human Relations Commission for the City of Ypsilanti

Hello,

I am writing this letter to express my continued interest in serving the Human Relations Commission for the City of Ypsilanti. Since graduating from the University of Michigan with my Master's in Social Work in 2010, I have committed to working at a grassroots and grass tops level to serve on issues ranging from public transportation, education, safety, LGBTQ issues, and housing discrimination with a particular focus on Latino immigrant youth and families residing in Washtenaw County.

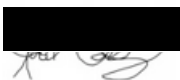
As a community worker residing in Ypsilanti, I have come to understand the various systems in which change can be enacted. My work has now led me to this opportunity to serve the city with the hopes of offering the following:

- Culturally competent community methods
- Qualitative and quantitative research skills
- A wealth of field experience
- Empowering community organizing practices
- Personal experience related to immigration issues
- Coalition building experience
- A wealth of knowledge related to best practices while serving Latino communities

My ability and willingness to offer my time and skills set to this commission is based on assuring that issues affecting our (Latino immigrant/immigrant descent population in the city) community are understood and acknowledged through systematic policy reform. Additionally, my goal is to present issues to the commission and work collectively to bring forth thorough research, timely solution focused dialogue and tangible solutions that would be proposed to you and the City of Ypsilanti Council.

I am glad to know that you have decided to nominate me (a Chicana of Mexican decent) onto this commission. A mujer (woman) who works to bring positive solutions to the City of Ypsilanti and establish authentic human relations for cross-cultural community building.

Respectfully,



Martha B. Valadez, MSW  
Community Organizer



# MARTHA B. VALADEZ

310 MAPLE STREET  
YPSILANTI, MI 48198



## EDUCATION

**2010-2012** Master of Social Work  
Community Organizing: Community & Social Systems  
**University of Michigan, Ann Arbor, MI**

**2006-2010** Bachelors of Arts in Sociology with a minor in Business Management  
**University of the Pacific, Stockton, CA**

## PROFESSIONAL EXPERIENCE

**2015-Present.** Coordinator, Wake Up Washtenaw with Ann Arbor to Detroit Rail Alliance. Responsible for raising awareness about the project and engaging residents in Washtenaw County to gather feedback and activate residents to advocate for the project.

**2013-Present.** Transit Organizer, Ecology Center with Partners for Transit and the More Buses campaign. Responsible for engaging, informing, and organizing at the grassroots and grass tops level in the urban core of Washtenaw County.

**2013-Present.** Social Media Coordinator, Fair Housing Center of Southeast Michigan. Coordinated the video campaign that highlighted past success stories of residents housing discrimination cases.

**2013-Present.** Washtenaw Interfaith Coalition for Immigrant Rights, Teen Group coordinator & youth organizing trainer in Washtenaw County.

**2012.** Community Organizer, Harriet Tubman Center in the City of Detroit. Recruit, train, and support parent leaders and youth to develop and sustain respective grassroots organizations.

**2009.** Intern, Healthy Rialto Program for the City of Rialto in California. Served as the site for field study work on observations of program participants, group dynamics, and sense of belonging.

**2009.** Sustainability Commissioner, Associated Students University of the Pacific. Founded and represented the student body's sustainability coalition and initiated programs like the Earth Day Festival and the Sustainable Fashion Show in Stockton, California.

**2009.** Program Manager, Center for Community Involvement, Supervised 4 afterschool program sites and managed 7 staff members in public schools in Stockton, California.

**2007.** Organization Support & Center Clerk, Multicultural Center, University of the Pacific. Support for diversity and inclusion of LGBT community and multicultural clubs.

## **RESEARCH EXPERIENCE**

**2011.** Research project coordinator, The University of Michigan, School of Social Work, *The Impact of Deportation On Children and Adolescents Development*. The study is a partnership between University researchers and members of an educational and advocacy grass-root organization, Washtenaw Interfaith Coalition for Immigrant Rights (WICIR). The purpose of this community-based participatory study was to acquire in-depth understanding of the experiences of undocumented Hispanic children and children of undocumented Hispanic parents.

**2011.** University of Michigan, School of Social Work, Office of Global Activities, Special Studies project, *Public opinion and subsidized food systems in Caracas and the coastal region of Venezuela*.

**2010.** Independent research, *Food Disparities in Stockton, CA: Who truly takes a bite of the fresh, ripe California peach and is it really fresh and ripe?* Explore the healthy food availability options in the city and understand how families relationship to food compares based on income.

**2009.** Intern, ethnographic research collected on a city health program called Healthy Rialto in California. Active participant in the support group while gathering ethnographic observations.

## **PRESENTATIONS**

**2014.** Guest lecturer at the University of Michigan's School of Social Work on social work and advocacy for immigrants in the U.S.

**2014.** Guest lecturer at the University of Michigan's School of Social Work on Youth & families. Co-facilitated the lecture with youth affected by immigration.

**2014.** Co-facilitated a discussion with youth affected by immigration issues to other youth who reside in the suburbs of Detroit about immigrant issues and immigrant identity in a program called Youth Dialogues with the University of Michigan's School of Social Work.

**2012.** Guest lecturer at the University of Michigan's School of Social Work on immigrant organizing and advocacy.

**2011.** School of Social Work Office of Global Activities Poster Presentations, *Grocery shopping habits and food consumption: Venezuela*.

**2010.** Pacific Sociological Association, *Food Disparities in Stockton, CA: Who truly takes a bite of the fresh, ripe California peach and is it really fresh and ripe?* Oakland, California

## **HONORS & AWARDS**

**2015.** Nominated for the Rising Transit Star Award with Transportation Riders United.

**2012.** Key note speaker as co-founder of Social Work Allies for Immigrant Rights, Delta Tau Lambda Sorority, Inc., 19th Annual Salute to Latinas: Fuerza de la Mujer.

**2010-2012.** University of Michigan, School of Social Work, Dean's Scholarship.

**2011.** University of Michigan, School of Social Work, Office of Global Activities Special Studies Grant, funding for preliminary research, *Grocery shopping habits and food consumption: Venezuela*.

**2011.** Del Ray Community Center, City of Detroit. Youth Environmental Group: Healthy Food Now! Dinner, DoSomething.org monetary award. Grant awarded to implement a program that would bring people together to discuss healthy food choices and availability in the Del Ray community.

**2010.** University of the Pacific, Harold Jacoby Citizen Leader Award for exemplary public service to the community.

## **PUBLICATIONS**

**2014-In progress.** *Comparative Analysis of Latino Immigrant Communities Organizing Practices: Latino immigrants building power, community, and making social change in the Ann Arbor & Detroit area*, collaboration with Dr. Alison Alkon of the University of the Pacific.

## **SERVICE & OUTREACH**

**2014-Present.** Community Organizer, Michigan Solidarity Network with Mexico. Organize social action events, community teach ins, and solidarity work across counties within the state of Michigan.

**2014-Present.** Community Organizer, Community Conversations. Train organization leaders, facilitate general meetings, develop and implement campaign plans.

**2013.** Ann Ginsberg Center for Community Service and Learning Student Initiatives, Grant to fund materials for the Suenos Youth mentoring Program.

**2010-2011.** Intern, Washtenaw Interfaith Coalition for Immigrant Rights (W.I.C.I.R.). Coordinate and co-facilitate a youth in crisis support group, documented urgent response cases of detainments and deportations, research immigration policies and present in community meetings, organize end deportation campaigns, and facilitate know your rights trainings in the immigrant community of Washtenaw County.

**2011.** Guest group facilitator, Del Ray Community Center, City of Detroit. Presented information on health, nutrition, and Hip Hop culture.

**2011.** Social Justice Education Funding, Social Work Allies for Immigrant Rights (S.W.A.I.R.) Suenos Youth Mentorship Program. Funding allocated to implement, and evaluate a youth mentorship program for undocumented youth in Washtenaw County.

**2011.** Organization Founder, Social Work Allies for Immigrant Rights, University of Michigan. Established an organizing group of social work students to organize and advocate for immigrant rights.

**2010.** Volunteer, Washtenaw Interfaith Coalition for Immigrant Rights (W.I.C.I.R.). Mentor and support youth crisis support group and prepared a speech for immigrant rights rally in Dearborn, Michigan.

**2010.** Youth Nutrition Education Intern, Greening of Detroit. Assisted in planning youth sessions and selecting nutrition education theme. Designed outreach, recruitment plans for the FEAST community dinners. Developed and facilitated lesson plans in elementary education classes.

**2010.** School of Social Work Representative, Immigrant Rights on Campus (I.R.O.C.). Raised awareness about anti-immigrant bills, collect petition signatures, organized call-a-thon against HB 4305, and coordinated meetings with political representatives.

**2009.** Volunteer, Center for Community Involvement, Alternative Spring Break. Volunteered with non-profit organizations in Oaxaca and Puebla. Volunteered with an organization called CEDICAM to promote sustainable farming efforts in the village.

**2007.** Volunteer, Migrant Education Program, University of the Pacific in Stockton, California. Assisted in the coordination of college tours, financial aid workshops, and translation for migrant families.

**2007.** Co-Chair, M.E.Ch.A. de Pacific, University of the Pacific. Lead and coordinate a student organization working to improve access to higher education for Mexican high school students, increase awareness of discriminatory policies in the university, organized gatherings and supported a safe space for Mexican students on

campus, organized a coat drive for the Western Farm Workers Association, and organized the annual Cinco de Mayo Car Show fundraiser for a undocumented scholarship fund.

## PROFESSIONAL AFFILIATIONS

- + NASW
- + University of Michigan Alumni Association
- + University of the Pacific Alumni Association
- + M.E.Ch.A. de Pacific Alumni Association

## REFERENCES

- + **Alison Alkon**, Assistant Professor Department of Sociology  
University of The Pacific  
Stockton, California  
[REDACTED]
- + **Barry Checkoway**, *Professor of Social Work and Professor of Urban & Regional Planning*  
A Alfred Taubman College of Architecture and Urban Planning  
Ann Arbor, Michigan  
[REDACTED]
- + **Laura Sanders**, *Co-Founder*  
Washtenaw Interfaith Coalition for Immigrant Rights (WICIR)  
Washtenaw County, Michigan  
[REDACTED]



Resolution No. 2015-175  
August 4, 2015

**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:



# ACTION MINUTES

**CITY OF YPSILANTI  
COUNCIL MEETING ACTION MINUTES  
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.  
YPSILANTI, MI 48197  
TUESDAY, AUGUST 4, 2015  
7:00 P.M.**

**I. CALL TO ORDER –**

**The meeting was called to order at 7:04 p.m.**

**II. ROLL CALL –**

|                             |         |                     |         |
|-----------------------------|---------|---------------------|---------|
| Council Member Anne Brown   | Present | Council Member Robb | Absent  |
| Council Member Nicole Brown | Absent  | Council Member Vogt | Present |
| Council Member Murdock      | Present | Mayor Edmonds       | Absent  |
| 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. AGENDA APPROVAL –**

**The agenda was approved.**

**VI. INTRODUCTIONS –**

**VII. PRESENTATIONS –**

- Proclamation in recognition of the WWII 70th Anniversary/City's Victory Homefront Celebration

**VIII. AUDIENCE PARTICIPATION –**

**IX. REMARKS BY THE MAYOR –**

**X. PUBLIC HEARING –**

Public hearing on a resolution to grant a permanent, non-exclusive 10,000 square-foot easement over a portion of the southeast corner of City-owned property to Adams Outdoor Advertising Limited Partnership for the purpose of constructing and operating an electronic outdoor advertising structure and access to said structure.

- A. Resolution No. 2015-172, determination  
**Approved as amended: Yes – 4; No – 0; Absent – 3 (Edmonds, Robb, Nicole Brown)**
- B. Open public hearing
- C. Resolution No. 2015-172A, close public hearing  
**Approved: Yes – 4; No – 0; Absent – 3 (Edmonds, Robb, Nicole Brown)**

**XI. MINUTES –**

Resolution No. 2015-165, approving minutes of July 21, 2015.  
**The minutes were approved.**

**XII. CONSENT AGENDA –**

Resolution No. 2015-166

1. Resolution No. 2015-167, approving elevator maintenance contract with Schindler Elevator.  
**Approved: Yes – 4; No – 0; Absent – 3 (Edmonds, Robb, Nicole Brown)**
2. Resolution No. 2015-168, approving contract with the Ypsilanti Downtown Development Authority (YDDA) for pedestrian trash pickup in DDA Area.  
**Approved: Yes – 4; No – 0; Absent – 3 (Edmonds, Robb, Nicole Brown)**
3. Resolution No. 2015-169, approving contract with Saladino Construction Co., Inc. for the construction of ADA sidewalk ramps throughout the city.  
**Approved: Yes – 4; No – 0; Absent – 3 (Edmonds, Robb, Nicole Brown)**
4. Resolution No. 2015-170, recognizing the Ypsilanti Youth Athletic Association as a non-profit organization operating in the city of Ypsilanti for the purpose of obtaining charitable gaming license.  
**Approved: Yes – 4; No – 0; Absent – 3 (Edmonds, Robb, Nicole Brown)**

**XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS -**

1. Resolution No. 2015-171, approving First Amendment to the Purchase Agreement with Washtenaw County for the sale of a portion of the Water Street Project for the construction of a recreation center.  
**Approved: Yes – 4; No – 0; Absent – 3 (Edmonds, Robb, Nicole Brown)**
2. Resolution No. 2015-173, approving the City maintaining wayfinding and parking signs located within city limits.  
**Approved: Yes – 4; No – 0; Absent – 3 (Edmonds, Robb, Nicole Brown)**
3. Resolution No. 2015-174, approving a two-year extension of the city's towing services contract with Wall Street Towing, Inc. (D.B.A. Budget/Stadium Towing).  
**Approved: Yes – 4; No – 0; Absent – 3 (Edmonds, Robb, Nicole Brown)**

**XIV. LIASON REPORTS –**

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Washtenaw Metro Alliance
- D. Urban County
- E. Freight House
- F. Parks and Recreation
- G. Millennial Mayors Conference
- H. Ypsilanti Downtown Development Authority
- I. Eastern Washtenaw Safety Alliance

**XV. COUNCIL PROPOSED BUSINESS –**

**XVI. COMMUNICATIONS FROM THE MAYOR –**

**Nominations:**

**Human Relations Commission**

Martha Valadez (replacing Aricka Lycan)  
310 Maple  
Ypsilanti, MI 48198  
Expiration: 11/1/2018

**Planning Commission**

Elizabeth Dahl MacGregor (replacing Nicki Sandberg)  
103 N. Lincoln  
Ypsilanti, MI 48198  
Expiration: 5/1/2017

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

**XVIII. AUDIENCE PARTICIPATION -**

**XIX. REMARKS FROM THE MAYOR -**

**XX. ADJOURNMENT –**

Resolution No. 2015-175, adjourning the Council meeting.  
**The meeting adjourned at 9:14 p.m.**