

1. City Council Regular Meeting Agenda

Documents:

[REVISED DRAFT 2 AGENDA 11-3-15.PDF](#)

2. City Council Regular Meeting Packet

Documents:

[REVISED 11-3-15 COUNCIL MEETING PACKET.PDF](#)

3. City Council Regular Meeting Action Minutes

Documents:

[ACTION MINUTES 11-3-15.PDF](#)



**CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS, 1 S. HURON
YPSILANTI, MI 48197
TUESDAY, NOVEMBER 3, 2015
6:00 P.M. – WORK SESSION
7:00 P.M. – REGULAR SESSION**

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. WORK SESSION – 6:00 – 7:00 p.m.

Snow Abatement – City Manager Ralph Lange

VII. INTRODUCTIONS –

VIII. PRESENTATIONS –

IX. AUDIENCE PARTICIPATION –

X. REMARKS BY THE MAYOR –

XI. MINUTES –

Resolution No. 2015-242, approving minutes of October 19 and October 20, 2015.

XII. ORDINANCES – FIRST READING –

Ordinance No. 1258

Ordinance to Amend Ypsilanti City Code Chapter 102 "Traffic and Vehicles," Article III "Stopping, Standing and Parking," Division 1 "Generally," by amending Section 102-61 "Parking rates" to have fines and fees for violations of that Section set by resolution of City Council.

- A. Resolution No. 2015-243 , determination
- B. Public Hearing (***scheduled November 17, 2015***)

XIII. CONSENT AGENDA –

Resolution No. 2015-244

1. Resolution No. 2015-245, approving appointments to Boards and Commissions.
2. Resolution No. 2015-246, reappointing John Gilbreath as AHB Hearing Officer.
3. Resolution No. 2015-247, approving 2016 Council Meeting schedule.

XIV. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2015-105, approving Ordinance No. 1244, the adoption, amendment and restatement of the Depot Town Development Plan and Tax Increment Financing Plan *(Second Reading)*
2. Resolution No. 2015-248, approving DDA Intergovernmental Agreement.
3. Resolution No. 2015-249, adopting the 80/20 health care option.
4. Resolution No. 2015-250, approving construction engineering contract with Mannik & Smith Group.

XV. LIASON REPORTS –

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Freight House
- E. Parks and Recreation
- F. Millennial Mayors Conference
- G. Ypsilanti Downtown Development Authority
- H. Eastern Washtenaw Safety Alliance
- I. Police-Community Relations/Black Lives Matter Joint Task Force

XVI. COUNCIL PROPOSED BUSINESS –

XVII. COMMUNICATIONS FROM THE MAYOR –

- Discussion of Planning Commission appointments

XVIII. COMMUNICATIONS FROM THE CITY MANAGER –

XIX. COMMUNICATIONS –

- November 10 and 19, 2015 – Goal Setting @ SPARK East, 215 W. Michigan Ave.

XX. AUDIENCE PARTICIPATION –

XXI. REMARKS FROM THE MAYOR -

XXII. ADJOURNMENT –

- Resolution No. 2015-251, adjourning the Council meeting.



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Snow & Ice Removal

Winter 2015/2015



Prepared by the City Manger's Office
City Council Work Session
November 3, 2015

Snow & Ice Removal 2015-2016

- On October 15, 2015 several staff members held a meeting to discuss the 2015-2016 snow season.
- The purpose of the meeting was to clarify the roles and processes for work performed by Code Enforcement versus DPS. And what work should performed by the City versus City Contractor.
- The meeting was also used to determine the roles that everyone will play in the snow removal process this season and the best way to do the Request for Bids (RFB) for contractor services.



APPLICABLE CITY ORDINANCES

Section 94-133: Removal of Snow

The occupant, manager, owner of every lot or parcel of land adjoining any sidewalk or publicly owned rights-of-way that convey pedestrian traffic exclusively and the owner, manager, or owner/agent of any parking lot within the scope of this article must, clear from those surfaces all snow, fallen, drifted or in any other manner accumulated within 24 hours from the first accumulation.



APPLICABLE CITY ORDINANCES

Section 94-134: Removal of Ice

The occupant, owner, manager, or owner/agent of every lot or parcel of land adjoining any sidewalk, or publicly owned rights-of-way that convey pedestrian traffic exclusively and the owner, manager or owner/agent of any parking lot within the scope of this article must, if practicable, immediately remove from those surfaces any ice formed and or accumulated. When immediate removal or ice is impracticable, sand, salt or other chemicals or materials must immediately be spread upon the ice in such manner and it such a quantity as to prevent the surfaces from being slippery and dangerous to pedestrians or motor vehicles, and the must remove such ice as soon thereafter as removal is practicable.

APPLICABLE CITY ORDINANCES

Section 94-135: Notice to Remove

- 94-135 (a): The City Manager will give general notice of required snow and ice removal at least once each snow/ice season by public notice. Notices must set forth requirements of section 94-133 and 94-134 of the City.
- Any time 94-135 (a) is not effective, notification may be made in person, by telephone, by mail or written notice left at the property. This is effective if occupant does not remove snow or ice by 12 noon the day after notice is given.

APPLICABLE CITY ORDINANCES

Section 94-136: Failure to Clear

- **Removal by city.** If snow or ice is not removed or treated as required in sections 94-133 and/or 94-134, the city may cause such snow or ice to be removed. The owner of the property shall then be charged the actual cost of the sidewalk clearance, plus an administrative fee as set by resolution of council. If that charge is not paid within 45 days, it may be assessed against that parcel.
- **Blight violation.** A person who violates any provision of sections 94-133 and/or 94-134 is responsible for a blight violation. Repeat offenses under this article shall be subject to increased fines. Each day that the condition of accumulation of ice or snow shall continue after the first day of violation shall constitute a separate offense and shall bear a separate penalty.

City Process for Notices

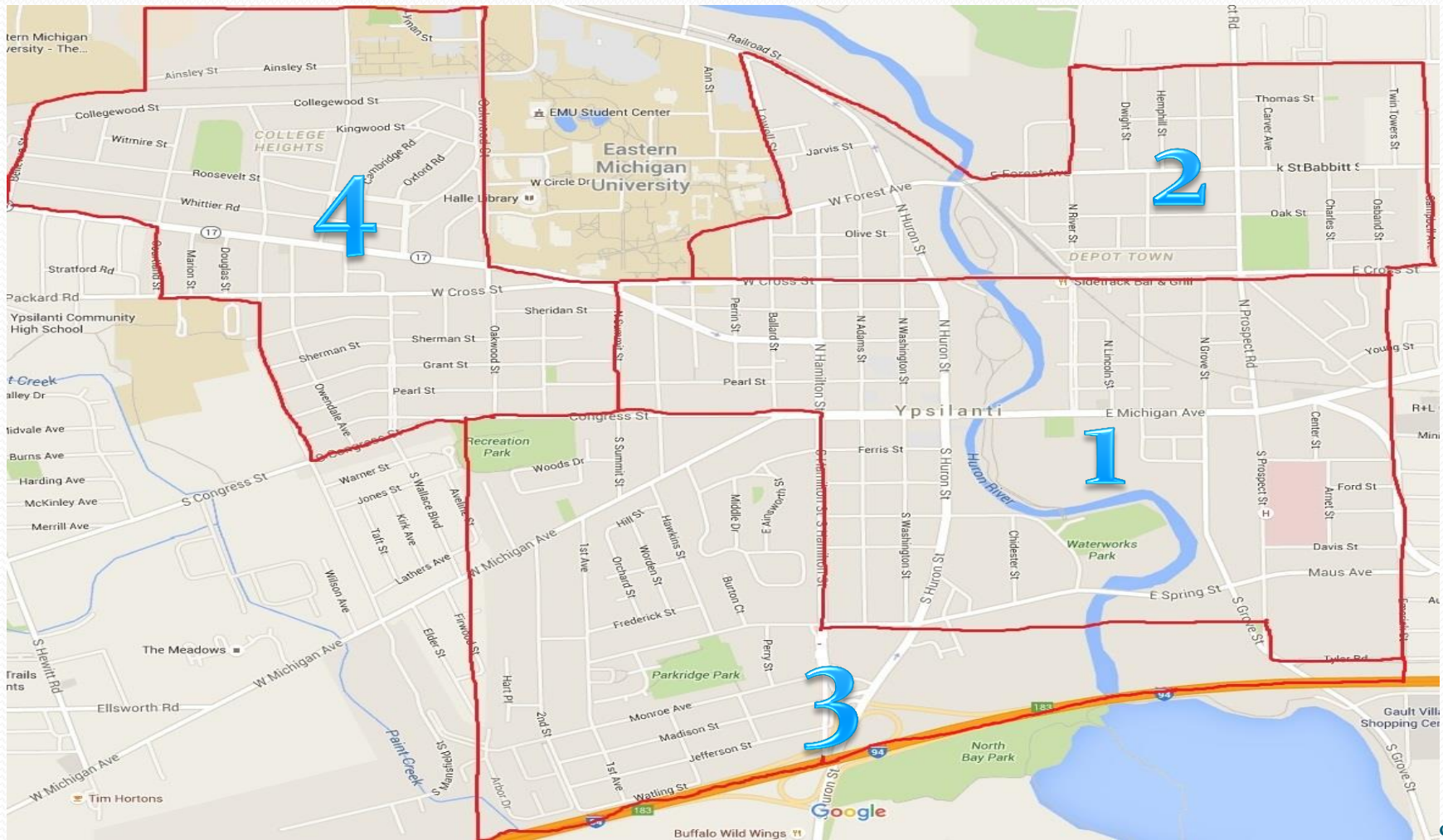
- Snow Season Notices
 - Snow removal season is from October 1st – May 31st
 - The Building Department will be responsible for preparing the snow removal season notice and submitting it to the City Clerk to be published in the local newspaper.
 - The snow removal schedule will be mapped based on walkability of sidewalks in the City.
- Violation Notices
 - The Ordinance Enforcement Officer is responsible for inspecting the properties and preparing appropriate violation notices.



Code Enforcement Process for Snow Removal

- The Ordinance Enforcement Officer inspects major walkable areas, businesses and residential sidewalks.
- The Ordinance Enforcement Officer issues violation notices.
 - He will receive support from Parking Enforcement to send out warnings and blight notices upon his request to the Police Administrative Lieutenant.
- The Ordinance Enforcement Officer will arrange abatement services by the City's Contractor if the owner fails to clear the property.
- The Ordinance Enforcement Officer will only issue a blight violation to the property owner if the snow is abated by the City.
- The Building Department will mail abatement bills to the property owner that include the City's administrative fee. If not paid within 45 days, it will be assessed to the property.

Code Enforcement Walkable Zones



DPS Snow Removal (Plowing)

- DPS removes snow within 24 hours of first accumulated inch on ground
- Priority 1: State Trunklines
- Priority 2: Major Streets
- Priority 3: Local Streets
- Priority 4: City owed parking lots
- Priority 5: City Alleys
- Priority 6: Sidewalks in front of City owned properties that are not City facilities

DPS Plowing in City Parking Lots

- If snow fall exceeds 3 inches, parking lots will be cleared within 48 hours after snow fall has ended.
- A crew will be brought in between 3:00 am and 6:00 am to clear parking lots.
- Parking lot entrances will be posted 24 hours prior to clearing, using the following signage: “No Parking between 3:00 a.m. - 6:00a.m., Violators Will Be Towed”
- Residential parking permit holders will be notified in advance by the DDA via internet and or e-mail, to use on- street parking other than parking cut-outs.
- Residential parking Permit holders will not be ticketed or towed from on-street parking while lots are being cleared of snow



DPS Plowing

On Street Parking Cut-Outs

- Parking cutouts in the downtown area will be posted with the following signage: “No Parking, Tow Away from 3:00 a.m. to 6:00 a.m.”
- Ypsilanti Police Department will have violators towed to allow the DPS crew to remove snow from these areas.

DPS Plowing Schedule

- City owned parking lots: South Huron, North Huron, Adams Street, Pearl/N. Washington Street, Ballard Street, Upper City Hall, Lower City Hall (Including Bank of Ann Arbor Parking Lot), Recreation Park (Senior Center), Depot Town (Freight House), Depot Town (Frog Island), Maple Street Lot.
- On-Street Parking cut-outs: Michigan Ave.(Huron River Bridge to Ballard St., N. Huron (Michigan Ave. to Pearl St.), Pearl Street (N. Huron to Adams St.), S. Washington (Ferris to Michigan Ave.), Cross St. (N. River St. to Huron River), Cross St. (Washington to Normal St.).

New DPS Snow Tractor



City Contractor for Snow Removal Services

- The City Manager's Office prepared the RFB for snow removal services. Bids are due November 11th at 2 pm.
- City will select a primary contractor and alternatives based on bid rates and availability.
- Once the contractor is selected, the City will engage with the contractor as follows:
 - Private Property: Ordinance Enforcement will contact the contractor for abatement services
 - Public and City-Owned Property: DPS will contact the contractor for abatement services

Action Items/Future Plans

- City staff has brainstormed other ways to be more efficient in clearing parking lots and streets of snow and ice when the City Manager declares a snow emergency.
- We also would like City Council to provide ideas and suggestions.
- Some of the ideas staff brainstormed include:
 - DPS updating its standard operating procedure to specify which roads and parking lots will be cleared first.
 - Mapping out where snow removal will start by designating sections of the City as Zone A and Zone B.
 - Parking lots could also be marked with a Zone A sign or Zone B, closing one zone of the parking lot for the day as the snow is removed, so cars can still park.
 - Sending out notices to residents informing them of what zone they are in and when they will need to move their vehicles

CONCLUSION

- The City would like to properly communicate how we plan to go about snow removal for winter 2015-2016. A copy of this presentation will also be posted on the City's website.
- One new provision of the City's contract for snow removal services will be to call the City Contractor if snow is not able to be removed from public property by DPS within 24 hours of first inch of snow.
- The costs for the new snow removal contract will be determined at the end of season, this way the City will not underestimate how much we spend on snow removal.
- Once bids are selected, staff will request City Council to approve the abatement contracts for snow removal for an amount not to exceed \$25,000.
- The City wants to continue to create future plans that will make clearing snow and ice more efficient and cost effective.



Resolution No. 2015 – 242
November 3, 2015

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of October 19 and October 20, 2015 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



DRAFT

**CITY OF YPSILANTI
CITY COUNCIL / HUMAN RELATIONS COMMISSION
WORK GROUP MEETING MINUTES
MONDAY, OCTOBER 19, 2015
7:00 P.M.
CITY COUNCIL CHAMBERS**

I. CALL TO ORDER –

The meeting was called to order at 7:13 p.m.

II. ROLL CALL –

City Council

Council Member Anne Brown	Present	Council Member Robb	Present
Council Member Nicole Brown (8:50)	Present	Council Member Vogt (8:32)	Present
Council Member Murdock	Present	Mayor Edmonds	Absent
Mayor Pro-Tem Richardson	Absent		

Human Relations Commission

Benjamin Elmgren	Absent	Jennifer Symanns	Present
Claudia Pettit	Absent	Sue Melke	Present
Krista Nordberg	Absent	Theresa Saunders	Absent
Darlene Scott	Present	Martha Valadez	Present
John Shuler, Chair	Present		

II. AGENDA APPROVAL –

Council Member Anne Brown moved, seconded by Nicole Brown, to approve the agenda as submitted.

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

IV. DISCUSSION ITEMS –

1. Review National BLM recommendations for community policing policy. Lead: Martha Valadez

Commissioner Valadez stated Campaign Zero developed several policy recommendations for local police departments. Ms. Valadez stated the recommended solutions most applicable to Ypsilanti are in the realm of accountability, de-escalation process, when the police arrive on calls, minor offenses, and community interventions. Ms. Valadez stated in terms of accountability Campaign Zero suggests a neutral party mediator. Ms. Valadez stated body cameras are something that the department is engaged in but she would like to know the timeline until full implementation.

Council Member Anne Brown asked City Manager Lange for an update on the implementation of body cameras for the Ypsilanti Police Department. Mr. Lange responded City Council has approved the funding for body cameras and the Police Department has been working with the State and the County to develop a policy. Mr. Lange said the Police Department is waiting to see what action the State takes and then finalize the policy making it at least uniform throughout the County. Mr. Lange added there are many

City Council / Human Relations Commission Work Group Minutes
October 19, 2015

issues that are factored into the policy, however, the Police Department is in favor of body cameras. Council Member Anne Brown asked if there was a timeline for implementation. Mr. Lange responded the City is waiting for the Legislature to make its decision, and the Police Chief is part of the State Committee that advises the Legislature.

Commissioner Shuler asked when the Department will receive the equipment. Mr. Lange responded the Department is currently beta testing the equipment.

Commissioner Valadez stated Campaign Zero has stated the importance of protecting privacy when using body cameras, accessibility to that information, and the legal ramifications. Mr. Lange responded the issue becomes what a reasonable FOIA request is which will be addressed by state law. Commissioner Shuler added if it is a legal action it can also be subpoenaed.

Council Member Murdock explained the issues regarding the policy have been being discussed since body cameras were addressed over a year ago. Mr. Murdock stated the American Civil Liberties Union (ACLU) and the Justice Department have both created recommendations on policy that would regulate the use of body cameras. Mr. Murdock added he is uncertain why the City needs to wait for the State to develop a policy and the City should develop the policy the way it sees fit and adjust to what the State decides once completed.

Commissioner Shuler stated he discussed body cameras with Chief DeGiusti and asked him what would be different in the policies concerning data retention between body cameras and dashboard cameras. Mr. Shuler said the Chief responded the retention policies governing those recordings would probably be very similar. Mr. Shuler said this group should examine retention policy for dashboard cameras and see if it could apply to body cameras. Council Member Murdock responded there are some distinct differences between those two recording devices. Mr. Murdock added body cameras would have the ability to go into an individual's home and would be able to record interviews.

Commissioner Valadez asked if there is a possibility of the City being able to move forward with its own policy and not have to wait for the Legislature's policy. Council Member Murdock responded that is how he would like to proceed. Commissioner Symanns added after conversations with the Police Chief and the City Manager she is under the impression the City is not just waiting for the State it is also Beta testing the equipment to assist in developing the policy. Ms. Valadez asked if there is a timeline for implementation. Ms. Symanns responded not to her knowledge but she knows the Chief is eager to have full implementation.

Commissioner Shuler asked if there is a timeline for the beta testing. Mr. Lange responded he does not have a specific timeline for the completion of the beta testing. Mr. Lange added there was a situation in which an officer was involved in an altercation and lost the camera and an issue arose of how that information would be downloaded.

Commissioner Melke asked if the City is looking into a system that could download data without having the camera present. Council Member Robb responded he does not believe that technology exists at this point. Mr. Lange added he is not certain if the cameras have that capability.

Commissioner Valadez explained Campaign Zero suggests the best way to review a citizen complaint against a police officer is through a citizen review board. Council Member Robb stated citizen review boards are political appointments appointed by the Mayor. Mr. Robb asked why a citizen review board would make people any less reluctant or happier with the process of a citizen complaint than having no review board. Mr. Robb stated the Sheriff's Department has a review board and it is not well thought of. Ms. Valadez responded this group should investigate how citizen review boards have been used and implemented in other cities that have a large Black Lives Matter movement. Mr. Robb stated he would like to examine cities that have review boards and residents are happy with them opposed to places that

were recently created. Commissioner Symanns added the University of Michigan's Citizen Review Board is comprised of representation of staff, students, and faculty. Ms. Symanns said these individuals are nominated by their peers and a vote is held but she is not certain that would be possible in Ypsilanti.

Council Member Anne Brown stated she likes the idea of a citizen review board but she agrees with Council Member Robb that if the board is ineffective than what is the purpose. Ms. Anne Brown stated perhaps another structure for the review board can be designed.

Commissioner Shuler stated the citizen review boards listed by Campaign Zero were in larger cities that could afford to hire independent review boards. Mr. Shuler stated he was disappointed much of the information presented by Campaign Zero would not be applicable to a City the size of Ypsilanti.

Mr. Lange stated the civilians, through the democratic process, control the Police Department. Mr. Lange added ultimately he is in charge of the Police Department and if there is an issue he will examine it providing the Department with citizen oversight. Mr. Lange stated the percentage of problems occurring when the police interact with the public should be examined. Commissioner Valadez responded the main concern is that citizens view the City Manager as representing the City and do not trust that he would side with the people. Ms. Valadez said because of this lack of trust the public would like a neutral third party to review complaints against the Police Department. Ms. Valadez added there must be a way to create a review board that would fit the size of the City.

Council Member Robb asked what would Commissioner Valadez like the review board to oversee: complaints, shootings, or any time a gun or Taser is discharged. Commissioner Valadez responded she is not certain she only is repeating what she heard from the community. Mr. Robb stated this group is charged with forming recommendations and said this group should decide what it wants to see from the Department. Ms. Valadez agreed and said this meeting is simply providing an overview to decide on next steps. Commissioner Melke added the Citizen Review Board could start off by only viewing the complaints and be the conduit that complaints can flow.

Commissioner Symanns stated it seems this committee would like to see more information on citizen review boards and that information should be brought to the next meeting.

Commissioner Melke stated the Black Lives Matter movement suggested community organizations nominate individuals to sit on the Citizen Review Board.

Council Member Murdock added a citizen review board has an upside but it will not accomplish everything that people think it will. Mr. Murdock said when going to the making of a complaint about the Police Department people would rather not make that complaint at the Police Department. Mr. Murdock added in the end review boards do not have the authority to actually do anything they can only make recommendations.

Commissioner Shuler asked if a County wide or a State wide review board might be a better option as an independent body for review. Commissioner Symanns responded the answer to any of the questions at this point is going to be "maybe" and it should be explored more.

Commissioner Valadez stated a suggestion for a neutral party is to create a special prosecutor's office. Council Member Anne Brown responded she is not certain a prosecutor's office would be seen as neutral.

Mr. Lange asked what is the charter or commission of a citizen review board. Mr. Lange said the idea that he cannot be trusted with the oversight of the Police Department because he works for the City defies his 35 years of public service. Mr. Lange stated he would like to see more dialogue on what really happens and how the City operates.

Council Member Anne Brown stated the State receives a report from the City and there are already checks and balances and through this there might be a citizen review board. Council Member Murdock responded the report the state gets does not include complaints against the police.

Commissioner Scott stated she has sat through a number of these meetings and has listened and the bottom line is no one knows anyone or their history. Ms. Scott stated the issue that is being dealt with is perception and that is what this committee needs to address. Ms. Melke agreed and said if a resident needs to submit a complaint to the City people will believe the employee want to protect the City. Commissioner Valadez stated the issue is not if there is an issue with the Police Department the issue is we don't want there to be an issue.

Commissioner Scott stated this is not the first time this issue has come before a Commission or Council in this City. Ms. Scott stated in the past the topic would be discussed and nothing actually changes and there must be a commitment to change the perception.

Council Member Anne Brown asked if the committee can agree that it will look into a third party citizen review board. Commissioner Valadez responded in the affirmative. Council Member Vogt asked who the neutral third party will be. Mr. Vogt stated the main thing that should be avoided is the politicization of the review board, the citizen review board in no way should be an elected body. Council Member Robb responded the only way to completely avoid politicizing this completely is to pull names out of a hat. Commissioner Valadez responded the committee should wait until it reaches the conversation about process. Commissioner Symanns added it will be helpful to see how other cities are addressing review boards.

Mr. Lange stated the citizen review board's charter of responsibilities should be very clear and he does not want to see this board become in control of the Police Department. Commissioner Valadez responded community relations and public engagement is one of the aspects trying to be achieved by this committee.

Council Member Murdock stated he is not certain that a survey would produce the data the committee needs to make decisions. Mr. Murdock said 80% of the residents have not had interactions with the police and would not be able to provide information.

Commissioner Valadez stated de-escalation when police arrive on site is something that would directly apply to the Anthony Morgan incident. Ms. Valadez added the next focus is what different ways can police handle calls that would avoid any unnecessary detainment.

Council Member Anne Brown stated she agrees with Council Member Robb that the committee should make recommendations of what trainings it feels the Police Department should undertake. Commissioner Symanns responded in her experience police officers enjoy training but cost and staff levels can debilitate a department's ability to get that training. Ms. Symanns added the committee might recommend that more funding be budgeted to allow the department to get that training. Ms. Anne Brown responded Pittsfield just began the Friends of Pittsfield Public Safety to assist in funding training and equipment. Ms. Symanns replied that might be the solution to the funding problems facing the Police Department. Council Member Robb responded the Friends of the Ypsilanti Police have been in operation for around a decade. Ms. Anne Brown asked if that group raises money. Mr. Robb responded in the affirmative. Mr. Lange added the group just paid to purchase two bicycles for the department.

Commissioner Shuler stated Chief DeGiusti was clear that the Department has around \$27,000 a year budgeted for training and what most inhibits additional training is staff levels. Council Member Robb added he does not feel that should be a concern of this committee and this committee should recommend what it wants the Police Department to do.

Commissioner Valadez stated it is important to know that the training is quality and if it includes the types of training recommended by Campaign Zero. Ms. Valadez added she had an experience with the Ypsilanti Police Department that did not show cultural competency and she will be filing a police report.

Council Member Murdock stated the most ideal policies and training will only be effective if the appropriate accountability and oversight is present in the command structure. Mr. Murdock stated that is difficult to determine and a policy cannot be written that can create that. Commissioner Symanns stated the City's Human Resources should be used to create that accountability for the command structure. Mr. Lange stated what regulates staff the most is the liability involved if the City gets sued and at a point the City could be dropped from its insurance. Commissioner Symanns stated training is another area of concern of the committee.

Council Member Anne Brown stated it is concerning that an officer receives 58 hours of firearms training and only 8 hours of de-escalation training. Commissioner Symanns responded firearms carry some of the greatest liability as result of what can happen if operated poorly. Ms. Symanns stated it might be worth looking into what the state requires for training and what the committee will recommend. Commissioner Valadez stated she would like to put a focus on cultural competency and training received.

Commissioner Valadez asked if in the interview process there is testing in shoots or don't shoot decision making. Commissioner Symanns stated truth scenario training costs a lot of money but it could be a recommendation.

Council Member Anne Brown asked that homeless, veterans, and juveniles be included in the training.

Commissioner Valadez stated looking how frequently people are detained for "broken window" policies. Ms. Valadez stated it would be useful to collect data for how often arrests are made for these crimes and at what frequency African Americans are arrested for these crimes. Ms. Valadez stated the Black Lives Matter Movement suggests prioritizing "broken mirror" crimes. Commissioner Symanns responded that can become a little challenging and it is difficult to ask the police to not enforce the law especially if a citizen calls and complains. Ms. Symanns stated the jails in Washtenaw County are fairly full and "broken window" crimes would not warrant a detainment. Ms. Symanns said it would be helpful to learn more about how the Police Department addresses these crimes before the committee makes assumptions. Ms. Symanns said it would be wise to invite the Police Chief or one of his officers to speak with the Committee to gain a better understanding of the processes regarding "broken window" crimes. Commissioner Melke stated she does not believe "broken window" crimes is referencing public intoxication it is referring to public consumption of alcohol. Commissioner Symanns stated she would also like to involve community input throughout this process.

Council Member Robb stated statistics are collected on everything except the data will not include race or ethnicity. Commissioner Valadez stated when a person calls the police station to make a report a description is asked for. Commissioner Symanns stated that information is not collected by the state. Mr. Robb asked what will be the purpose of the data and stated he is not certain what the course of action is.

Commissioner Melke stated it is an illusion that it is okay to simply write an individual a ticket if that person is low income that ticket will end up putting them in jail because they are unable to pay the fine. Commissioner Symann agreed but that is not in the police officer's purview and in past an officer was given a greater deal of discretion to how to approach a situation given the circumstances. Ms. Symanns said as a result of increased lawsuits that is no longer the case. Ms. Melke responded she understands but the reality is she will not get a ticket for loitering and a seventeen year old kid might. Ms. Symanns replied laws should be respected and if you don't want the laws enforced then don't have that law. Ms. Melke said loitering should be looked to and address what is the problem. Council Member Robb stated

this is not a social organization it is a governmental organization and examining root causes outside of its scope.

Commissioner Shuler stated this is being examined because of problems occurring in the country with police caused fatalities. Mr. Shuler stated it is perceived that more African Americans are arrested than white people and the question must be asked if there is discrimination in Ypsilanti. Mr. Shuler asked if a blind eye is being turned if Commissioner Melke is loitering opposed to a seventeen year old. Mr. Shuler stated if a loitering law is enforced it must be enforced evenly. Commissioner Symanns stated this should be an area that the committee asks for community input. Commissioner Valadez stated the issue is that more black communities are being policed for these types of crimes. Ms. Valadez stated other intervention methods should be examined rather than simply ticketing which could result in eventual incarceration if the individual is unable to pay the fine. Ms. Symanns agreed but she does not like the idea of having laws that are not enforced. Mr. Shuler stated perhaps some of these minor offenses are being used as an excuse by a biased officer to arrest minorities.

Commissioner Shuler added the City does not collect statistics on race or ethnicity for arrests but maybe it should. Council Member Robb stated that would be a question for the City Attorney. Mr. Shuler asked how the Police Chief would know that he has an officer making arrests based on personal bias. Ms. Melke stated there are ways to gather this information. Mr. Robb stated the committee is asking for a large amount of information that is doesn't necessarily need to make recommendations for policy. Mr. Robb stated ultimately Council has the authority to accept the recommendations or not. Mr. Robb added the Committee should not worry about how the neighborhoods feel it should simply develop recommendations for Council to consider. Mr. Shuler responded his intention is to investigate are there laws being used to discriminate against a certain demographic and how to ensure that there is not biased policing in Ypsilanti. Council Member Vogt responded exactly, and the recommendation must explain why it helps further antidiscrimination.

Commissioner Symanns stated she does not want to be a solution looking for a problem. Ms. Symanns stated the goal is to ensure the Ypsilanti Police Department is doing its best job to ensure the City is safe for everyone. Commissioner Shuler responded he would like to form a policy that would provide the command structure to have a way to detect if one of their officers has biases and arrests residents as a result.

Council Member Murdock stated many of the laws listed as "broken window" laws are not laws that are being enforced in Ypsilanti.

Commissioner Valadez stated Campaign Zero suggested de-escalation in terms of the minor offenses, carrying a less lethal weapon, ban using force on a person for talking back, ban chokeholds, and transporting people face down in a vehicle. Commissioner Symanns responded chokeholds are already banned in Michigan and police have other less lethal weapons at their disposal. Commissioner Valadez stated there are not policies present for de-escalation so people will perceive that they have nothing to fear from police officers. Council Member Murdock responded isn't the issue the hierarchy of the policy and how it is enforced. Ms. Symanns added the Police Chief explained the force continuum which is primarily what is followed throughout the state. Mr. Murdock stated what he sees as missing is de-escalation tactics in those polices.

Commissioner Valadez stated Campaign Zero suggested greater community intervention and building relationships with social organizations and researching other cities. Council Member Anne Brown stated the County is already using something similar to the interrupters, the schools are using restorative justice, and the communities in school programing. Mr. Lange stated the City currently has partnered with the school system and a school resource officer has been placed in the middle school which has had a tremendous effect. Commissioner Symanns added that is community policing when an officer is able to make those connections and that maybe should be one of the recommendations. Ms. Anne Brown added

a police officer road through the College Heights neighborhood and people were very happy to see the officer and it reminded her of a time when officers would know the names of store owners and young people. Ms. Anne Brown stated making these connections is very helpful when investigating crimes. Council Member Robb stated the DDA Officer knows the business owners but our neighborhood associations have collapsed making it difficult to make those connections in the neighborhoods. Mr. Lange responded if a neighborhood association wants to meet with an officer all they have to do is ask.

Commissioner Valadez stated some next steps are to have a local listening campaign and gathering input through surveys and focus groups. Council Member Anne Brown stated her background is community health and when collecting surveys a community health worker would go door to door to gather data. Ms. Valadez suggested next step would be to create a resolution committing the City to look through Campaign Zero, establishing a citizen review board, looking at the complaint process so that people think it is trustworthy, and recommending policy in waves. Commissioner Shuler agreed and said if there are some solution that would be more simply handled.

2. Review current Ypsilanti police policies. Lead: Jennifer Symanns

Commissioner Symanns stated she met with Mr. Lange and Chief DeGiusti last week and commended Chief DeGiusti for being active in the community. Ms. Symanns stated the Chief is very excited about the survey and that might be a place to ask more questions regarding methodology. Ms. Symanns added the Chief also provided a large quantity of policies and will provide that to the Commission and provided an overview of those policies.

Commissioner Symanns stated the HRC reviewed the complaint process four years ago and made recommendation to the police. Council Member Anne Brown asked if Anthony Morgan filed a complaint. Commissioner Shuler stated there is two kinds of complaints a formal complaint against the police which is what Commissioner Symanns was referencing. Mr. Shuler stated the complaint first goes to the City Attorney before going to the Police Chief to investigate. Mr. Shuler stated the other complaint form can be filed against any City function including the Police Department.

Commissioner Valadez asked if the policies provided are allowed to be made public. Commissioner Symanns responded in the affirmative.

Commissioner Symanns stated there were some policies the Chief would not provide because of officer safety concerns such as patrol assignments and the Washtenaw County Mutual Aid Agreement. Ms. Symanns stated the low risk search warrant was not shared because the department does not want to give out tactical information. Mr. Lange added anything involving bias and policing does not involve tactics can be public. Mr. Lange stated he is anxious to inform the neighborhood groups and any other group the department is willing to meet and discuss and concerns.

Commissioner Valadez asked if there is a policy for de-escalation. Commissioner Symanns responded the use of force policy mentions it but there is not a specific policy and many police forces would not have a policy on de-escalation.

Council Member Robb stated any policy the Chief is not willing to share can be challenged by Council. Mr. Robb stated San Francisco has around 128 general orders that are all published on its website and includes tactical policies. Commissioner Symanns responded simply because a community shares that information does not mean Ypsilanti should. Ms. Symanns asked if every area of the City is completely transparent and asked if the Department of Economic Development is completely transparent. Mr. Robb responded in the affirmative.

Commissioner Valadez stated the Seattle Model states that all uses of force should be reported and all data casings include all non-related injuries and demographics but Mr. Robb stated that data could not be

gathered. Council Member Anne Brown stated she feels the state does have demographics in its reports. Commissioner Shuler responded he does not think demographics are a problem it's accessing an individual arrest report.

Commissioner Symanns stated she will look up Michigan Commission on Law Enforcement Standards (MCOLES) and provide information on the next meeting. Ms. Symanns added she would be happy to ask the Chief for any other policy the Committee requests. Commissioner Valadez asked for data on training specific to cultural competency. Commissioner Symanns stated instead of focusing on what the current training is the Committee should suggest the training that it wants the department to do. Ms. Valadez disagreed because it is important to know what training they have completed because if they have completed that training why waste the energy to recommend anything. Council Member Robb responded the onus should be on the Police Department the Committee should recommend training and the Department can inform the Committee if it was completed. Ms. Symanns added it is important for the Committee to know what the state mandates for training and said there is less importance on what the Department has been doing.

Council Member Anne Brown stated Council Member Murdock sent out the "Building Policy through Momentum Link" that includes sample policies concerning prisoner detention which this Committee may want to look to for developing recommendations.

Commissioner Symanns stated law enforcement is very specialized and assumptions can be incorrect if you aren't involved in law enforcement. Ms. Symanns stated she will examine model policies created by the National Association of Chiefs of Police.

Mr. Lange stated the Community Development Intern is creating a survey that will reach out to the neighborhoods to gather information. Mr. Lange added public housing in Ypsilanti has changed for the positive in dramatic fashion and the City is attempting to access grant funds to help to increase engagement in those neighborhoods. Council Member Anne Brown added engagement should be increased in all neighborhoods.

3. Review local Ypsilanti BLM leader recommendations Lead: John Shuler

Commissioner Shuler stated he will probably be meeting with local Black Lives Matter representation next week and he has had communications with the Black Lives Matter representation. Mr. Shuler said what he has learned so far is there is a lot of distrust toward the police and city government. Mr. Shuler stated the African American community feels that they are being profiled and are pulled over more frequently. Mr. Shuler said when he was told that when African Americans are pulled over they are not just given a ticket but are asked to get out of the car. Mr. Shuler stated at this point it is anecdotal evidence and it isn't certain if it is really occurring, where it occurs, or by what police agency is responsible. Mr. Shuler said he believes it is happening but how does this Committee engage the community and show that the right thing is being done regarding policy recommendations. Mr. Shuler posed the question how can the City regain the trust of the community and build upon that trust. Mr. Shuler concluded that he wants to begin asking those kinds of questions. Mr. Lange asked that the ministerial community be asked the same questions as the Black Lives Matter representation to gain a diversity of opinion. Council Member Anne Brown agreed.

Council Member Anne Brown asked that African Americans from different communities be asked their perspectives. Commissioner Shuler agreed and said there are two parts to that what is perceived and what is reality and the Committee needs to find ways on how to communicate with the community that has negative perceptions of the Police Department and understand those root causes to improve relationships in the community. Council Member Anne Brown stated some issues are historical and today she does not know an African American that drives through Pittsfield Township that does not get pulled over. Commissioner Scott agreed.

Council Member Murdock asked that when Commissioner Shuler meets with the Black Lives Matter movement ask their opinion on community policing because there is a faction of the National Black Lives Matter movement that feels community policing is an occupation force. Mr. Murdock said he isn't certain what an alternative would be but he does know that some view community policing as an oppressive force in their community. Commissioner Shuler responded it comes down to the definition of community policing and he views it as police knowing the community and assuring them they are safe which is different than police simply rooting out criminal activity. Mr. Shuler said each person may have a different perception of what community policing is and educating the community will help to navigate through misperceptions.

4. Discussion and decision on next steps/framework agenda.

Commissioner Valadez asked what the next steps are for the Committee. Commissioner Symanns responded she will bring information on MCOLES. Council Member Anne Brown added Council Member Robb is sending out the policy link. Commissioner Shuler stated the Committee should prioritize the work and what items can be completed quickly and disseminated to the public. Mr. Shuler asked how the Committee will become transparent so the community knows steps are being taken to recommend policies.

Mr. Lange stated one thing the City is very enthused about is community engagement and every venue the Department can be involved it will be there. Mr. Lange added community engagement is how the problem will be solved not policy and the City is willing to try anything to help improve community relations. Mr. Lange stated ultimately he does not want to see anyone die in the department or the community at large and the more the Department knows the community the less likely that is to happen.

Council Member Anne Brown asked if a policy specific to traffic citations should be examined. Commissioner Symanns responded she isn't certain there is a policy.

Commissioner Valadez added she would like to review the gaps of where there is a policy recommendation and where there isn't. Ms. Valadez added she will look into social service agencies that could be a partnership and possible funding mechanism. Commissioner Symanns responded as Council Member Robb stated this group should be less interested in funding as a part of its recommendations. Ms. Valadez added she would also like to look into the citizen review board and different models used across the country.

Commissioner Shuler asked for a recommendation for the next meeting date. Council Member Robb suggested in a month. The Committee agreed on November 9, 2015 at 7:00 p.m.

Commissioner Valadez asked what the Committee's opinion is for creating a resolution informing the public that a committee is in the process of making policy recommendations for the Police Department. Council Member Robb responded it is too early at this point and it is uncertain what the outcomes will be. Council Member Anne Brown added that is something that should be done when the recommendations are being made.

V. ADJOURNMENT –

Council Member Anne Brown Moved, seconded by Commissioner Scott, to adjourn the meeting.

On a voice vote, the motion carried, and the meeting adjourned at 9:24 p.m.



**CITY OF YPSILANTI
COUNCIL MEETING MINUTES
EASTERN MICHIGAN UNIVERSITY – MCKENNY HALL BALLROOM
YPSILANTI, MI 48197
TUESDAY, OCTOBER 20, 2015
7:00 P.M.**

I. CALL TO ORDER –

The meeting was called to order at 7:10 p.m.

II. ROLL CALL –

Council Member Anne Brown	Present	Council Member Robb	Present
Council Member Nicole Brown	Present	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Edmonds	Present
Mayor Pro-Tem Richardson	Present		

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, second by Council Member Nicole Brown, to approve the agenda as submitted.

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

VI. INTRODUCTIONS –

Mayor Edmonds thanked Eastern Michigan University for hosting the Council Meeting and Council Member Anne Brown for organizing this meeting.

Mayor Edmonds introduced the following individuals: Interim EMU President and Provost Kim Schatzel, Executive Director of Community and Government Relations Ken Dobson, Executive Assistant Government Relations Marge Preston, Giavonti Bishop, EMU Police Chief Bob Hayes, Human Resource Manager Kevin Welch, Ypsilanti Police Chief Tony DeGiusti, DPS Director Stan Kirton, Economic Development Director Beth Ernat, Assistant to the City Manager Ericka Savage, City Manager Ralph Lange, Fiscal Services Director Marilou Uy, Ypsilanti Fire Department Captain Dan Cain, Assistant City Attorney Dan DuChene, and City Clerk Frances McMullan.

Mayor Pro-Tem Richardson introduced former City Council Member Brian Filipiak.

VII. PRESENTATIONS –

- EMU Presentation – City Manager Ralph Lange

City Manager Lange thanked Assistant to the City Manager Ericka Savage, Heidi Guenther, and Lorenzo Sylvertooth for their work on this presentation. Mr. Lange stated both Ms. Guenther and Mr. Sylvertooth are both students at EMU and work in the City Manager's office.

Mr. Lange presented a list of collaborations between EMU and Ypsilanti.

Council Member Vogt explained the importance of the Oakwood Washtenaw intersection as the rebuild of eliminated massive traffic back-ups for students trying to get into the parking lots. Mr. Vogt said the rebuild eliminated 90% of the delays caused by traffic congestion.

Mayor Edmonds stated Council Members Nicole Brown, Anne Brown, Pete Murdock and Dan Vogt are EMU alumni. Ms. Edmonds added City Clerk Frances McMullan, Police Chief Tony DeGiusti, DPS Director Stan Kirton, Assistant City Attorney Dan Duchene are also EMU alumni.

- Proclamation appreciating the EMU Government and Community Relations Office – Mayor Edmonds

Mayor Edmonds awarded a proclamation to the EMU Office of Government and Community Relations.

- Proclamation declaring October 24th Official Rosie the Riveter Day in Ypsilanti – Mayor Edmonds

Mayor Edmonds stated there is an event scheduled for Saturday, October 24th to break the world record for number of Rosie the Riveter at the Willow Run Plant.

Mayor Edmonds read a proclamation dedicated to Rosie the Riveter and the women who worked on the home front during WWII.

Council Member Anne Brown presented a certificate of recognition to Tanisa Morton. Ms. Anne Brown stated Ms. Morton is a member of the Student Senate, an officer for the NAACP, and has created her own organization on campus titled the Self Project. Ms. Anne Brown thanked Ms. Morton for her leadership and look forward to working with her in the future.

Mayor Edmonds introduced City Manager's Office intern Lorenzo Sylvertooth, Dr. Russ Orwell, HRC Commissioner Martha Valadez, and YDDA Board Member Adam Gainsley.

VIII. AUDIENCE PARTICIPATION –

1. Darlene Holiday, 596 S. Hamilton, stated the intersection of Hamilton and Harriet is dangerous for pedestrians. She requested a pedestrian crossing sign be placed at that location.
2. Jenna Hamed, 900 Oakwood St., stated she is an EMU alumnus and she is a fourth generation Palestinian Muslim and she is not a threat. She said last year she was attacked by the Department of Public Safety for standing up against a film that targeted Muslim Arab Americans. She said she attempted to consort with EMU administration who did not listen. She said she and the other protestors were detained which has caused her anxiety. She stated she is constantly being assaulted on the street and attacked as a result of her identity. She stated those with the power to create policy make her nervous because they do hold discriminations.

3. Darius Simpson, 900 Oakwood St., stated the Willow Run Branch of the NAACP is having a founder's ball on Saturday, October 24th. He said tickets are \$60 and invited all to attend if they are able. He said he is here tonight to discuss the fact the EMU Administration and the City of Ypsilanti both make it a point to discriminate and the only difference between these entities and Ferguson is that a killing has not happened here. He said he appreciates the work the Human Relations Commission is doing in the City but the EMU Campus Police Officer also needs to be investigated because they hold a lot of biases and are ill-trained. He thanked City Council for holding a meeting on campus but the fact that students are not represented shows how they feel about City government. He said the issue of racism is here in Ypsilanti and it needs to be acknowledged. He said until there is action the people will not feel heard, the people being assaulted will not feel safe, and Council will feel that there is not community support.
4. Sydney Kayy, 900 Oakwood St., stated she is a sophomore at EMU and stated college is supposed to be the best years of a person's life. She stated she has been to gatherings that have largely been attended by African Americans and gatherings that were largely attended by Caucasians. She said the gatherings that the majority of the attendees were white were broken up by the police one time while the parties attended by mostly African Americans are almost always ended by the police. She said she believes there are racial reasons behind this disparity. She said there are not many options in Ypsilanti for college students to do for fun other than house parties which are almost always shut down.
5. Brian Filipiak, Plymouth, Michigan, stated he is also an EMU graduate and thanked Council for holding a meeting on Eastern's campus. He invited Council and the Community to the Riverside Arts Center to see what the Center has programed.
6. Michelle Reese and Chris Sutton, 900 Oakwood St., stated they have been informed the City of Ypsilanti is in the process of passing a resolution to replace Columbus Day with Indigenous People Day. They stated they greatly support this act but ask that City Council take the time to gather input from the indigenous people living in this community. They encouraged Ypsilanti to take real action in support of indigenous issues including but not limited to the destruction of sacred sites especially the Potawatomi Braves Site located on the Water Street Redevelopment site. They said Native American Grave Protection and Repatriation Act is a federal law prohibiting digging up the ancestors of Native Peoples. They asked before Water Street development continues the proper protocol to ensure the protection of sacred sites.
7. Martha Valadez, Human Relations Commissioner, stated during her first meeting as an HRC member there were two testimonies regarding Black Lives Matter and Native American issues in the community. She said after the meeting she wanted to set up meetings with those individuals to see if it was a pattern. She said since that meeting the HRC has been making steps to address the concerns raised by those individuals. She said the resolution regarding the Indigenous Peoples Day on the agenda is significant, however, she does not want the resolution to be a template or a copy and paste model. She said this item should be handled by the HRC with the assistance of community input. She stated it is important to provide people with a safe place to celebrate their culture. She stated when she first met the EMU NASO group she was really disappointed that in the stadium there are still offensive things toward Native Americans.

8. 1440ZUU, stated this past weekend he was detained after being falsely arrested. He stated upon his arrest he was searched three times and nothing was found on his person. He stated he was tazed during the arrest and brought to the hospital in order to get a mouth swap rather than to check his vitals. He stated he was tazed in the middle of his back close to his spine and he could have died. He said the conditions in the jail are extremely cold and the clothes provided are very thin. He said inmates are only provided with one towel which must be used for weeks without it being cleaned. He said the arresting officer became aggressive when he informed him that he did not have an address because he was homeless. He said homeless people are being discriminated in Ypsilanti, Ann Arbor, and Michigan as a whole and it needs to stop. More shelters need to be opened rather than locking homeless people in jail. He stated section eight housing has been eradicated and it makes no sense. He said the jail phones are only able to connect to landlines and cannot call cell phones and this system needs to be updated.
9. Jennifer Olmstead, SPARK East 215 W. Michigan Ave., invited everyone to a program in coordination with First Friday's on November 6th from 4:00 p.m. to 6:30 p.m. called the Innovate Move in Ready Tour.
10. Be Ackamedis (51:00), 1109 Sherman, shared a few semesters ago he noticed a waste on campus. He explained students have something called flex dollars which must be used during that semester. He said he had an idea to use unspent flex dollars to purchase things and distribute them throughout the community. He stated the first semester only \$238 was raised but the next semester with a leadership team in place the group raised over \$1,500. He stated this brings the community and the student body together and creates an engaging environment. He said once the students feel safe in the community and the community sees that the students are trying to engage the community, it will help to hash out certain issues. He asked Council to partner with the university to help the organization called Secret Savior.
11. Dr. Russ Orwell stated Darlene Holiday was being humble during audience participation and is the prime social work liaison for the historic housing project which is working to renovate over a hundred units. He said Mr. Ackamedis has been working with Upward Bound tutoring kids in the community. Mr. Ackamedis also began a Saturday ACT prep workshop.
12. Martin Riggs, Ypsilanti, resident, stated younger people need a place to congregate and when he was young the university would have functions on campus. He said those functions would have security and chaperones. He said young people have a lot of energy and they need a place to release that energy. He said when officers see young people on the street they see that energy as a threat. He said he cares about Ypsilanti and he wants to see relations between African Americans and the police improved. He said racism is based off of ignorance and people need to spend time with one another in order to move past the stereotypes.
13. Shrena Ward, 900 Oakwood St., stated she is the Founder and the President of Detroit Does Well which is an organization that recognizes entrepreneurs from her generation. She said the organization focuses on Detroit in a positive light through mentoring. She said she planned for an event around this time last year but it was shut down by the university a day before the event. She said a week before the event she was asked to provide names of all individuals who would be allowed backstage. She stated this caused her grades to drop because of the

time she spent on planning this event. She stated she hopes Council understands Black Lives Matter just like All Lives Matter.

14. Christopher Osaka, stated he is a member of an organization called TRIBE (Teaching, Remembering, Inspiring, Being Explosive) and his organization relays its message through music and every time his group performs they are harassed by university police. He said his group was referred to as a gang on multiple occasions and in circumstances he has been involved in groups that were predominately Caucasian and were referred to in a more positive light.
15. April Hickey, 900 Oakwood St., stated she is a resident advisor on campus and said last year she was called to respond to an incident of sexual assault. She said the accused was not allowed in the building for a few days and when he was allowed to return it was not explained why. She said she asked her supervisors and campus police why the individual was being allowed to return and faced a great deal of resistance. She stated both residents involved in that incident are still living on campus. She said she also has energy concerns on campus stating lights are left on in the resident's halls throughout the summer when no one is living there.
16. Tanisa Morton, 900 Oakwood St., requested one police car on North Huron River Drive. She stated she lives across from campus and it is inconvenient for her to pay for a parking pass and once it is dark she does not feel safe walking across the street over the train tracks.

IX. REMARKS BY THE MAYOR –

- Mayor Edmonds thanked everyone for coming and all those who spoke and encouraged all in attendance to continue coming to Council meetings in the future.

Council Member Nicole Brown commended the students who came and spoke to Council and said there would have never been a Council meeting that so many students attended while she was a student at EMU.

Mayor Pro-Tem Richardson commended the students who came and addressed Council. Ms. Richardson stated too often sexual assault is pushed under the rug and encouraged her to continue following up on the matter. Ms. Richardson asked Ms. Hickey for her information to speak about the incident later.

- Mayor Edmonds encouraged anyone who has had an incident with the police to file a formal complaint because that is how formal action can be taken.
- Mayor Edmonds stated Council is working with the Human Relations Commission to create policy to improve relations between the Police Department and the community. Ms. Edmonds added the EMU Department of Public Safety is not involved in that process and that might be something to discuss how to bring that body into the discussion.
- Mayor Edmonds said she is glad the resolution regarding Indigenous People Day has sparked so much discussion. Ms. Edmonds said she hopes the item will be tabled in order to allow time for more discussion. Ms. Edmonds stated if the resolution is tabled it will be an item for discussion during the October 26th Human Relations Commission meeting.

- Mayor Edmonds stated it was just brought to her attention that the Water Street Site might potentially have more grave sites of Native Tribes. Ms. Edmonds stated staff has been directed to gather information on the matter in order to brief Council. Ms. Edmonds said once Council has more information next steps will be decided. Ms. Edmonds encouraged anyone with more information to please come forward in order to better help Council to better understand the situation.

Council Member Anne Brown stated she appreciates everyone who spoke and the information given was very real and it is something the Human Relations Commission and City Council is diligently working to rectify.

X. MINUTES –

Resolution No. 2015-233, approving minutes of Sept. 29, Oct. 6 and Oct. 8, 2015

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of September 29, October 6, and October 8, 2015 be approved.

OFFERED BY: Council Member Nicole Brown

SECONDED BY: Council Member Vogt

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

XI. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2015-234, changing Columbus Day in Ypsilanti to Indigenous People Day in Ypsilanti.

WHEREAS the City of Ypsilanti recognizes that Indigenous peoples, including from the Odawa, Ojibwe, Potawatomi, and Wyandot tribes, lived upon the land and along the Huron River in our community for many hundreds of years before our city's founding; and

WHEREAS the City of Ypsilanti recognizes that dislocation, disease, war, disenfranchisement, and other atrocities devastated these communities at different times, causing most Indigenous peoples to be expelled from their homes in this area by the 1830s; and

WHEREAS the City of Ypsilanti understands that in order to help close the equity gap, government entities, organizations and other public institutions should change their policies and practices to better reflect experiences of Native American people and uplift our country's Indigenous roots, history, and contributions; and

WHEREAS the idea of Indigenous Peoples Day was first proposed in 1977 by a delegation of Native nations to the United Nations - sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS in 1990 representatives from 120 Indigenous Nations at the First Continental Conference on 500 Years of Indian Resistance unanimously passed a resolution to transform Columbus Day into an

opportunity to educate the rest of the country about pre-existing Indigenous cultures that have survived an often violent colonization process and continue to exist and thrive in present day America; and

WHEREAS the Seattle City Council on October 6, 2014, followed the lead of municipalities including the City of Berkeley, California and the City of Minneapolis, Minnesota, and now including many more cities around the country; and

WHEREAS in Michigan, Traverse City and Alpena have both voted to rename Columbus Day as Indigenous Peoples Day to honor the culture, heritage and contributions of Native Americans; and

WHEREAS the Tribal Council of the Grand Traverse Band of Ottawa and Chippewa Indians has passed a Resolution (1) officially recognizing the Indigenous Peoples Day on the second Monday in October, and (2) that Indigenous Peoples Day shall be used to reflect upon the ongoing struggles of indigenous peoples on this land, and to celebrate the thriving culture and value that of Odawa, Ojibwe, Potawatomi, and other indigenous peoples add to communities throughout our Great Lakes

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City of Ypsilanti shall, instead of recognizing Columbus Day, instead recognize Indigenous Peoples Day on the second Monday of October; and

FURTHER BE IT RESOLVED that Indigenous Peoples Day shall be used to reflect upon the ongoing struggles of Indigenous people on this land, and to celebrate the thriving culture and value that that Odaawa, Ojibwe, and other Indigenous nations add to our region; and

FURTHER BE IT RESOLVED that Indigenous Peoples Day shall be used to reflect upon the ongoing struggles of Indigenous people on this land, and to celebrate the thriving culture and value that that Odawa, Ojibwe, Potawatomi, and other indigenous peoples add to communities throughout Michigan and our Great Lakes states.

FURTHER, the City of Ypsilanti encourages other businesses, organizations and public entities to recognize Indigenous Peoples Day.

OFFERED BY: Council Member Anne Brown

SECONDED BY: Council Member Murdock

Council Member Murdock moved, seconded by Council Member Robb, to refer this resolution to the Human Relations Commission.

On a voice vote, the motion carried, and Resolution No. 2015-234 was referred to the Human Relations Commission.

Council Member Anne Brown asked Human Relations Commissioner Martha Valadez if there were other individuals or organizations she was attempting to get input for this resolution. Ms. Valadez responded in the affirmative.

2. Resolution No. 2015-235, approving appointments to Boards and Commissions.

<u>NAME</u>	<u>BOARD</u>	<u>EXPIRATION</u>
RayVon Williams – new appointment (replacing Kevin Hill) 215 W. Michigan Ave., Ypsilanti, MI 48197 Ypsilanti, MI 48197	YDDA	10/20/2015 - 10/6/2018
Briana Mason - new appointment (replacing Scott Straley) 1000 Huron River Dr. Ypsilanti, MI 48197	Planning Commission	10/20/2015-05/1/2016
Renee Smith – reappointment 1112 Congress Ypsilanti, MI 48197	Ypsilanti Housing Commission	10/20/2015-10/20/2020

OFFERED BY: Council Member Vogt

SECONDED BY: Council Member Nicole Brown

On a voice vote, the motion carried, and Resolution No. 2015-235 was approved.

3. Resolution No. 2015-236, approving a one-year contract with EHIM to administer the city's self-funded portion WRAP and prescription program, and coordinate all benefits and costs with Blue Cross Blue Shield of Michigan.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City Council of the City of Ypsilanti deems it to be in the best interest of the City to continue to reduce health care costs where applicable and/ to minimize increases; and

Whereas, the current Blue Cross Blue Shield Plans will continue to reduce health care costs while still offering additional benefits to the active employees and retirees that are eligible to participate; and

NOW THEREFORE BE IT RESOLVED THAT, the City Council of the City of Ypsilanti approve a one-year contract from January 1, 2016 to December 31, 2016, of the current Blue Cross Blue Shield benefit plans, for all eligible participating employees and Retirees.

FURTHER, the City Council of the City of Ypsilanti approves a one-year contract with EHIM to administer the self-funded portion WRAP and prescription portions of this program, and coordinate all benefits and costs with Blue Cross Blue Shield of Michigan and authorize the City Manager to offer this to the unionized and non-unionized employees. This is subject to the approval and agreement with the labor unions.

OFFERED BY: Council Member Robb

SECONDED BY: Council Member Nicole Brown

Human Resources Manager Kevin Welch introduced Blue Cross and Blue Shield Representative Michelle Bolzer and provided a presentation on employee health care. **(See Website)**

Mayor Edmonds asked how it would be determined the amount the City would deposit into an employee's health savings account. Mr. Welch responded he is proposing for a single the City would deposit \$1,250 and for a double and a family \$3,250. Ms. Edmonds added it would be the equivalent of a \$750 deductible. Ms. Edmonds responded in the affirmative.

Mayor Edmonds asked if the Health Savings Account (HAS) will roll over. Mr. Welch responded in the affirmative and said the employee also has the ability to add money to the account. Blue Cross and Blue Shield Representative stated the maximum for a single employee is \$3,350 and a family can contribute \$6,450 annual which includes the City contribution.

Mayor Edmonds asked who will regulate what is considered an eligible wellness program. Ms. Bolzer responded Blue Cross Blue Shield is partnering with Web MD starting January 1st, 2016 and the first thing that will be offered to the City will be the health risk assessment and who participates will be provided to the City. Ms. Bolzer said for a nominal charge a physical examination reminder and a form that the doctor's office will need to sign off on will be sent to employees. Ms. Bolzer said the employee will then be required to send that form to Blue Cross and Blue Shield who will inform the City the employee has completed their obligation. Ms. Edmonds asked how it is decided how the \$125 will be spent. Mr. Welch responded once those triggers are met the \$125 will be deposited into their health savings account. Mr. Welch added if there is not room in their HAS, \$125 will be provided in the form of a payroll check. Ms. Edmonds asked if there was any regulation on how those funds can be spent. Mr. Welch responded no but the next step is decided if the employee is to take action to improve their health.

City Manager Lange stated this was a team effort Assistant to the City Manager Ericka Savage, Human Resources Manager Kevin Welch, BCBS Representative Michelle Bolzer, Fiscal Services Director Marilou Uy, and General Accountant II Rheagan Basabica worked on this tirelessly. Mr. Lange stated for the first time the City had another agent provide plans in order to create competition. Mr. Lange stated the other agent provided incorrect data on how he could save the City money. Mr. Lange said this is the least possible increase the City could have regarding health care and these options have the potential to help the employee and the City. Mr. Lange stated if an employee has good health and is younger this health savings account program will create a scenario that the employee will not have to pay a deductible.

Mr. Welch stated two different agents can't provide Blue Cross rates that are different if they are providing plans that are comparable. Mr. Welch added when it comes to agents the difference is the service level that is provided and Ms. Bolzer has been exceptional. Mr. Welch said when he worked with a previous municipality a similar plan was developed and the first year it was slow but once employees understood the plan it was very successful.

Council Member Robb stated health care was talked about during goal setting and a work session was held in September specific to this topic. Mr. Robb stated it does not seem much has changed from the previous plan and asked what the other options were presented to the City. Mr. Robb said this plan seems like it might produce changes but it also might not and this is an area the City can save money and help with its debt problems. Mr. Robb asked how did staff get to these options and how do you expect any employees to select this optional plan. Mr. Welch responded there will be an open enrollment and employee and retiree meetings will be held with Ms. Bolzer who will explain the plan. Mr. Welch stated he doubts there will be full enrollment but is difficult to say how many will enroll. Mr. Welch said what makes a difference to the employee is what their medical needs are and if the employee is covered under the family plan this plan might not work for them. Mr. Welch added union contracts do not expire until next year so the City must continue to offer the current contract.

Council Member Robb stated his concern is that the City is going to see an \$114,000 increase in health care and he is frustrated that Council is being presented with one option. Mr. Robb said he does not see the point in providing an incentive to opt out of healthcare for your spouse because if they have better health care than you both would opt out of the City's insurance. Mr. Welch agreed employees might not be attracted by the incentive for the waiver, but there is no cost to the City to offer the incentive and it is possible that an employee does take the waiver. Mr. Robb asked what the risk assessment is if through contract negotiations the union demands to be provided with the proposed waiver incentive. Mr. Welch

responded what is being agreed to is a one year scenario for this plan which is tied to Public Act 152 and every year the City can either require the employees to pay the hard cap difference or opt into something completely different. Mr. Welch said the City needs to be strategized what should be built into union contracts and the bottom line is the City does not have to agree to anything. Mr. Welch said staff looked at five different options but they did not produce adequate savings. Mr. Welch said insurance carriers do not want to take on a high number of retirees and would not allow the City to use one carrier for retirees and one for active employees. Mr. Welch stated to really reduce health care cost the City would need to reduce benefits.

Council Member Anne Brown asked if the wellness plan would require the City offset the retirees. Mr. Welch responded no.

Council Member Murdock asked if employees can either continue their current plan or opt into the wellness plan. Mr. Welch responded in the affirmative. Mr. Murdock asked what would be the benefit for employees to opt into the proposed system. Mr. Welch responded there are two benefits employees will be given money to use for their claims and if it is not used it rolls over into the next year to his HSA. Mr. Welch stated the other benefit is if the employee does not use their deductible their 20% would be less than in the current plan.

Council Member Murdock asked if the unions would need to okay this option in order for the City to offer it. Mr. Welch responded the unions will be sent a communication but there is nothing in this plan that the unions would have an issue because this is only an option not a requirement.

Mr. Lange stated two recent retirees will be replaced by tier two employees and this option is just a way to save money and the City cannot lose on this proposal. Mr. Welch added the big savings is in the less than 65 retiree category.

Council Member Murdock asked if everyone stayed in the same plan it would create a 9-12% increase in costs. Mr. Welch responded in the affirmative and it would be an increase of \$114,000.

Council Member Murdock asked if insurance only covered the retiree or does it cover the retiree and their spouse. Mr. Welch responded for the most part the insurance only covers the retiree but there are some plans that cover both the spouse and the retiree.

On a roll call, the vote to approve Resolution No. 2015-236 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	Yes
Council Member A. Brown	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

4. Resolution No. 2015-237, approving a one-year contract from January 1, 2016 to December 31, 2016 with Blue Cross Blue Shield High Deductible \$2,000/\$4,000 Plans for all eligible participating employees and Retirees, along with the Health Savings Account contributions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City Council of the City of Ypsilanti deems it to be in the best interest of the City to continue to reduce health care costs where applicable and/ to minimize increases; and

Whereas, the Blue Cross Blue Shield High Deductible \$2,000/\$4,000 Plans will continue to reduce health care costs while still offering additional benefits to the active employees and some retirees (64 or younger in 2014) that are eligible to participate; and

Whereas, City Staff is recommending that the City contribute to the employees/retirees Health Savings Account to encourage employees and retirees to enroll in this benefit plan, which will reduce costs to the City.

	Employees	Retirees
Single	\$1,250	\$2,000
Two Person	\$3,250	\$4,000
Family	\$3,250	\$4,000

Whereas, employees/retirees must enroll in this program during open enrollment only and are not eligible for the insurance waiver once in this program.

NOW THEREFORE BE IT RESOLVED THAT, the Council of the City of Ypsilanti approves a one year contract from January 1, 2016 to December 31, 2016, of the Blue Cross Blue Shield High Deductible \$2,000/\$4,000 Plans for all eligible participating employees and Retirees, along with the Health Savings Account contributions as suggested by City Staff and authorize the City Manager to offer this to the unionized and non-unionized employees. This is subject to the approval and agreement with the labor unions.

OFFERED BY: Council Member Murdock
SECONDED BY: Council Member Anne Brown

Council Member Robb stated the City is paying 63% of the single person's deductible and a much higher percentage for family and two persons plans and asked why that is. Mr. Welch responded the City could have used a standard percentage but it would have provided zero savings for the employees on single person plans. Mr. Robb asked why the two person and family plans so much higher. Mr. Welch responded the logic is we want them to accept the plan and still provide savings to the City.

On a roll call, the vote to approve Resolution No. 2015-237 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	Yes
Council Member A. Brown	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

- Resolution No. 2015-238, approving an addition to the current Waiver policy offering a \$2,000 waiver per year for employees who drop their two person coverage to a single coverage, and \$3,000 for employees who drop their family coverage to single coverage.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City Council of the City of Ypsilanti deems it to be in the best interest of the City to continue to reduce health care costs where applicable and/ to minimize increases; and

Whereas, the City's Insurance Waiver program has been very successful, significantly reducing the cost that the City pays to cover employees who are able to be insured elsewhere; and

Whereas, the City can potentially further enhance the Waiver Program and save additional funds by extending the plan to employees who may be able to reduce his or her Family or Two-Person plan to a single plan; and

Whereas, employees who drop the High Deductible plan during the calendar year will be eligible for the amount of waiver funds that exceed the HSA amount paid by the city in that same year.

NOW THEREFORE BE IT RESOLVED THAT, the Council of the City of Ypsilanti approves an addition to the current Waiver policy offering a \$2,000 waiver per year for employees who drop their two person coverage to a single coverage, and \$3,000 for employees who drop their family coverage to a single coverage and authorize the City Manager to offer this to the unionized and non-unionized employees. This is subject to the approval and agreement with the labor unions.

OFFERED BY: Mayor Pro-Tem Richardson

SECONDED BY: Council Member Nicole Brown

Council Member Robb asked for clarification of savings this option would create. Mr. Welch responded if an employee currently has a family plan the cost of that would be \$22,574 with the real cost of \$18,059 and if that employee dropped to a single plan the cost would be \$7,478. Mr. Robb stated he thinks the savings will be higher. Mr. Welch responded he will check the math and provide an answer to Council at a later date.

Council Member Robb asked how eligibility is determined. Mr. Welch replied the employee must prove that they have alternative coverage. Mr. Robb asked if there is a current employee that splits their coverage. Mr. Welch responded not that he is aware of and he does not think there is an incentive to do that. Mr. Robb stated if an employee informs the City they split their coverage and know have double coverage. Mr. Welch responded that would be a benefit to the City if they are able to decrease the cost of that employees insurance.

On a roll call, the vote to approve Resolution No. 2015-238 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	Yes
Council Member A. Brown	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

6. Resolution No. 2015-239, approving a one-year wellness program.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, City Council of the City of Ypsilanti deems it to be in the best interest of the City to continue to reduce health care costs where applicable and/ to minimize increases; and

Whereas, a wellness program is intended to improve and promote health and fitness. The program will encourage employees to stop smoking or participate in diabetes management programs, weight loss programs, and preventative health screenings.

Whereas, wellness program can not only improve employee health habits and better manage long term diseases, but also potentially reduce the cost of health insurance to the City.

Therefore, be it resolved, By the Council of the City of Ypsilanti to approve a one year program offering a \$125 per year per eligible employee and authorize the City Manager to offer this to the unionized and non-unionized employees. This is subject to the approval and agreement with the labor unions.

OFFERED BY: Council Member Nicole Brown

SECONDED BY: Council Member Anne Brown

Mayor Edmonds stated she is excited to see this as a start to a wellness program and sees it as a good beginning to a successful program.

On a roll call, the vote to approve Resolution No. 2015-239 was as follows:

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

VOTE:

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

7. Resolution No. 2015-240, approving Memorandum of Understanding (MOU) with E.M.U. for HDC Intern.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti and the Historic District Commission seek to employ an intern to provide include research, HDC support, narrative preparation, site investigation, project analysis, photography, and related duties; and

WHEREAS, Eastern Michigan University has a reputable and respected Graduate degree program in Historic Preservation and seeks to provide hands-on learning experiences for their students; and

WHEREAS, a Memorandum of Understanding outlining the time, pay, and responsibilities of a Historic District Commission Intern has been drafted for the continuation of this program.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the Director of Community and Economic Development to enter into a Memorandum of Understanding for intern services of an Eastern Michigan University Historic Preservation graduate student.

OFFERED BY: Council Member Anne Brown

SECONDED BY: Council Member Murdock

Economic Development Director Beth Ernat introduce Dr. Ted Ligibel of EMU's Historic Preservation Department and said she wanted to impress on Council how incredibly valuable the HDC intern program has been for both the City and EMU. Dr. Ligibel thanked Council and stated this is about the fifteenth year this program has been in place and it has been a remarkable experience and has really benefited the students.

Mayor Edmonds stated the Historic District Program is one of the many well respected programs from EMU that the City is proud to have in the community. Ms. Edmonds stated this is a long time example of a mutually beneficial partnership between the City and EMU.

Council Member Murdock asked if the Heritage Foundation still contributes to the City. Mr. Ernat responded no and said the City pays $\frac{3}{4}$ of the year and Eastern pays for a full semester. Mr. Murdock stated for many years the Heritage Foundation contributed to this program. Ms. Ernat responded the City can ask if the Foundation would like to contribute.

On a roll call, the vote to approve Resolution No. 2015-240 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	Yes
Council Member A. Brown	Yes		

VOTE:

YES: 7 NO: 0 ABSENT: 0 VOTE: Carried

XII. LIASON REPORTS –

- A. SEMCOG Update – Mayor Pro-Tem Richardson stated the General Assembly is scheduled for Thursday, October 22nd at 3:00 p.m. located at Schoolcraft College.
- B. Washtenaw Area Transportation Study – Nothing to report
- C. Washtenaw Metro Alliance – No Meeting
- D. Urban County - None
- E. Freight House – Nothing to report. Ms. Ernat stated the contractor is still getting the drawings approved.
- F. Parks and Recreation – Council Member Anne Brown stated the report was included in the packet and added the Riverside Play Area, a group that was formed recently, had a public forum on Monday, October 19th.
- G. Millennial Mayors Conference – No meeting
- H. Ypsilanti Downtown Development Authority – No report
- I. Eastern Washtenaw Safety Alliance – No report
- J. DTE – Council Member Vogt stated the Coalition opposing rate increases met this past week and the present status is the Administrative Law Judge came down heavily and critically on DTE. Mr. Vogt stated the Judge stated DTE did not provide any real evidence of why the rate increases were necessary. He said the coalition is asking for the City's input on possible options either negotiate a settlement and try to reach an agreement for everyone or the City could independently try to solve its own issues. He said if the City goes with the first option the coalition needs some

additional funding so the coalition would need to solicit additional members. He said DTE is going to probably file a new package of rate increases to make up for this. He stated there is a series of issues for which decisions need to be made.

XIII. COUNCIL PROPOSED BUSINESS –

Robb

- Asked for updates from questions asked at the October 6th meeting.

Mr. Lange responded not at this time. Mr. Robb asked what he is supposed to tell constituents that are asking about these issues.

Nicole Brown

- Stated she sent the City Manager an email regarding a constituents concern and will follow-up with him.

Anne Brown

- Stated the Council communication will be held on Tuesday, October 27th which will be hosted by EMU and Clerk McMullan will provide information on that event.
- Stated she sent an email to the City Manager last week from a constituent that gave praise to the Building Department Manager Frank Daniels who helped with landlord and tenant issues.

Murdock

- Stated he has a meeting with Ypsilanti Township and the Ypsilanti Community Utility Authority (YCUA) regarding locating a dog park off Grove Rd.
- Stated he and Council Member Vogt sent a request to Downtown Development Director Tim Colbeck to discuss the contract with the DDA relative to the Depot Town TIF. He said this in hopes to come to an agreement before the next DDA Board meeting.

Richardson

- Asked that the Evaluation Committee schedule a meeting in order to complete the evaluations for Clerk and City Manager before goal setting. She said Council has been very unfair to both of these employees and Council should be ashamed.

XIV. COMMUNICATIONS FROM THE MAYOR –

Clerk McMullan stated in line with the City and EMU collaborations, the Clerk's Office was nominated by the EMU Student Government for a Golden Medallion Award two years ago. She said S.O.S took first place but the Clerk department was a close second. She added the nomination was a result of the voter registration drive the City conducted on EMU's campus.

- Mayor Edmonds offered two nominations for Board and Commission seats: Martha Valadez for a reappointment to the Human Relations Commission and Andrew O'Neil to replace Rois Savadies to represent the West Cross District of the Ypsilanti Downtown Development Authority.

Council Member Anne Brown asked for information on what districts the YDDA members represent. Ms. Ann Brown asked how many vacancies the YDDA Board has. Mayor Edmonds replied there is one vacancy on the Board and that seat would represent the West Cross District. Ms. Edmonds added nominations often do have financial interest in a specific district but nominations are not always made based off of those criteria. Ms. Anne Brown asked if Council could have a list of all YDDA committees and members of those committees.

XV. COMMUNICATIONS FROM THE CITY MANAGER –

- Stated goal setting is scheduled for November 10th and during that session the entire budget must be redone to align with the bond proposal for Water Street.

Council Member Murdock asked that Council be kept informed during that process. Mr. Lange agreed to keep Council informed during that process.

XVI. COMMUNICATIONS –

- Park Liaison October Report
- Ann Arbor Area Transportation Authority Update
- October 27th Council Intragroup Relations Dialogue/Training (6:00-10:00 p.m.) – EMU Campus – McKenny Main Lounge, Room 247
- November 3rd – Working Session on Snow (6:00-7:00 p.m.)
- November 10 and 19, 2015 – Goal Setting @ SPARK East, 215 W. Michigan Ave.

XVII. AUDIENCE PARTICIPATION –

1. Richard Smith, 870 Ecorse Rd., stated he is a member of the YDDA Board and thanked the Mayor for holding a meeting with him and YDDA Director Tim Colbeck. He said the meeting went well but he still has concerns but he is pleased with the result of the meeting. He stated it is upsetting that something like that can happen in a board meeting and he hopes he will receive the letter of apology promised by Director Colbeck.

XVIII. REMARKS FROM THE MAYOR –

None

XIX. ADJOURNMENT –

Resolution No. 2015-241, 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.

OFFERED BY: Council Member Vogt

SECONDED BY: Council Member Nicole Brown

On a voice vote, the motion carried and the meeting adjourned at 9:52 p.m.



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Anhut &
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Karl A. Barr
Daniel J. DuChene

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

REQUEST FOR LEGISLATION

DATE: October 28, 2015

FROM: Jesse O'Jack, Assistant Ypsilanti City Attorney

SUBJECT: Adoption of amendments to the City Code to amend the Ypsilanti City Code so that the fines and fees for the parking violations found in Section 102-61 are set by resolution of City Council.

SUMMARY/BACKGROUND

The majority of fines and fees for parking violations are already set by resolution of City Council. This amendment would make the procedure for setting fines and fees for violations of Section 102-61 consistent with the method used for other non-misdemeanor parking violations.

ATTACHMENTS: Proposed Ordinance Amendment

RECOMMENDED ACTION: Adoption of the ordinance amendment

DATE RECEIVED:_____ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF:_____ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:



Resolution No. 2015-243
November 3, 2015

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT Ordinance 1258 to Amend Ypsilanti City Code Chapter 102 "Traffic and Vehicles," Article III "Stopping, Standing and Parking," Division 1 "Generally," by amending Section 102-61 "Parking rates" to have fines and fees for violations of that Section set by resolution of City Council be approved on **First Reading**.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

The City of Ypsilanti

Ordinance No. 1258

AN ORDINANCE TO AMEND YPSILANTI CITY CODE CHAPTER 102 "TRAFFIC AND VEHICLES," ARTICLE III "STOPPING, STANDING AND PARKING," DIVISION 1 "GENERALLY," BY AMENDING SECTION 102-61 "PARKING RATES" TO HAVE FINES AND FEES SET BY RESOLUTION OF CITY COUNCIL.

Section 1: Amendments, additions, and deletions to the Code of Ordinances, City of Ypsilanti, Michigan.

That Chapter 102 of the Code of Ordinances, City of Ypsilanti, Michigan, entitled "Traffic and Vehicles," Article III "Stopping, Standing and Parking," Division 1 "Generally," Section 102-61 "Parking Rates" is hereby amended as follows:

Sec. 102-61. - Parking rates.

- (a) *Generally.* The rates to be charged for parking shall be as set by resolution of the city council.
- (b) *Ten-hour parking.* Parking in spaces designated for longterm (ten-hour) parking shall be charged an amount set by resolution of the city council.
- (c) *Time limits.* The following time limits shall apply to parking spaces adjacent to parking meters during hours specified on the meters and to parking spaces in a multispace lot which are assigned individual numbers for which payment is made at a central multispace device during hours specified on signs for the parking area, each day except Sundays and holidays:
 - (1) No person shall leave any vehicle in a metered space or in a numbered space for multispace user device lots longer than the maximum time permitted by the meter or by the signage. Each successive period of parking longer than the maximum time period constitutes a separate offense. The limit contained in this subsection is applicable regardless of whether or not the parking meter or the numbered space indicates the time limit has expired.
 - (2) No person shall deposit, or cause to be deposited in a parking meter or in a multispace user device, a coin for the purpose of increasing or extending the parking time of any vehicle beyond the legal parking time which has been established for the parking space.
 - (3) ~~Violation of the above shall result in a fine of \$10.00.~~ The schedule of violation fines and fees for parking violations of this section is as set by resolution of city council.

Section 2. Severability.

If any clause, sentence, section, paragraph, or part of this ordinance, or the application

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

Section 3. Repeal.

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

Section 4. Savings Clause.

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

Section 5. Copies to be available.

Copies of the ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours.

Section 6. Publication and Effective Date.

The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published according to Section 11.13 of the City Charter. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2015.

Amanda Edmonds, Mayor

Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No.1258_ was published according to Section 11.13 of the City Charter on the _____ day of _____, 2015.

Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the _____ day of _____, 2015.

Frances McMullan, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____



Resolution No. 2015 – 244
November 3, 2015

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2015-245, approving appointments to Boards and Commissions.
2. Resolution No. 2015-246, reappointing John Gilbreath as AHB Hearing Officer.
3. Resolution No. 2015-247, approving 2016 Council Meeting schedule.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Resolution No. 2015 – 245
November 3, 2015

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>TERM EXPIRATION</u>
Andrew O'Neal (replacing Rois Savvides) 1423 Henry Ann Arbor, MI 48104	YDDA	11/3/2015 – 7/7/2019

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

Results From: City of Ypsilanti Boards and Commissions Citizen Participation ResumeSubmitted By:
Unauthenticated User IP: 10.20.30.11

Name:

Andrew

last name:

O'Neal

Address:

[REDACTED]

address2:

city:

Ann Arbor

state:

MI

zip:

[REDACTED]

Years in Community:

40

Ward:

Phone:

[REDACTED]

Email:

[REDACTED]

Education:

College Grad

Occupation:

Construction

Employer:

O'Neal Construction

BOARDOFINTEREST:

Ypsilanti Downtown Development Authority

Interest:

I love Ypsi and have invested a great deal in its future.

Applicatory Experience:

President of O'Neal Properties
President Kerrytown Market and Shops
Served on the Washtenaw Contractors Board Active with EMU

Attendance Requirement:

Yes

Signature:

Yes



Resolution No. 2015-246
November 3, 2015

**RESOLUTION APPROVING THE APPOINTMENT OF CHIEF
ADMINISTRATIVE HEARINGS OFFICER**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Manager Ralph A. Lange has appointed John S. Gilbreath Jr. P33945 as a City of Ypsilanti Administrative Hearings Officer for a two year term subject to the approval of City Council; and

WHEREAS, City Manager Ralph A. Lange has designated John S. Gilbreath Jr. P33945 as the City of Ypsilanti Chief Administrative Hearings Officer subject to the approval of City Council; and

WHEREAS, John S. Gilbreath Jr. meets the qualifications for the position as required by law; and

WHEREAS, the Ypsilanti City Council determines that John S. Gilbreath Jr. is qualified for the position of Chief Administrative Hearings Officer and desires to approve his appointment;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the two year appointment beginning November 4, 2015 of John S. Gilbreath Jr. as a City of Ypsilanti Administrative Hearings Officer and further approves that he be designated during his appointment as the Chief Administrative Hearings Officer.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Resolution No. 2015-247
November 3, 2015

**CITY OF YPSILANTI
PUBLIC NOTICE**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The regular meetings of the Ypsilanti City Council for the year of 2016 will be held on the **first and third Tuesdays of each month, unless otherwise indicated.** Meetings begin at 7:00 p.m. and are held in the City Hall Council Chambers, located at One South Huron Street (first floor), Ypsilanti, Michigan 4819. The dates are as follows:

January 5	July 5
January 12	July 19
February 2	August 4 (Thursday)
February 16	August 16
March 1	September 6
March 15	September 20
April 5	October 4
April 19	October 18
May 3	November 1
May 17	November 15
June 7	December 6
June 21	December 20

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

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

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

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2015 -105
November 3, 2015

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the Ypsilanti City Council approves the adoption of the Amended and Restated Depot Town TIF and Development Plan as submitted by Ordinance No. 1244 at Second and Final Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1244**

An ordinance to provide for the amending and restatement of the Tax Increment Financing and Development Plan for the Depot Town Downtown Development Authority originally adopted in 1992 and restated in 2000, pursuant to Act 197 of the Public Acts of the State of Michigan of 1975 as amended; to establish the legal basis and procedure for the capture and expenditure of tax increment revenues; to implement a variety of capital improvement and other projects and/or programs dedicate to the economic development of the Depot Town Downtown Development area.

1. **THE CITY OF YPSILANTI HEREBY ORDAINS** that the 2000 Tax Increment Financing and Development Plan for the Depot Town Downtown Development Area be amended as outlined in the Amended and Restated plan.

2. **THE CITY OF YPSILANTI FURTHER ORDAINS** that the boundaries of the District within which the Tax Increment Financing and Development Plan will be in effect for are designated as follows:

Beginning at a point on the East line of River Street and the South line of Ferrier Street, said point also known as the Northwest corner of Lot 65, Hunter's Addition, thence East 280' to the Center line of Lincoln Street thence North along the Center line of Lincoln Street to the North line of East Cross Street thence West 166' along the North line of East Cross Street thence South 141' to the Northeasterly line of the Railroad Right-of-Way thence Northwesterly along the Northeasterly line of the Railroad Right-of-Way to the center line of River Street thence North along the Center line of River Street to the North line of Maple Street thence West along the North line of Maple Street to the West line of vacated alley thence North on the West line of vacated alley, extended North, to the Center line of Oak Street to the Northeasterly line of the Railroad Right-of-Way thence Northwesterly along the Northeasterly line of the Railroad Right-of-Way to the Center line of East Forest Street thence Westerly along the Center line of East Forest Street to the Center line of the Huron River to a point where the North line of Lot 1, Assessor's Plat #3, extended Easterly Intersects the Center line the Huron River thence West along said extended North line of Lot 1 to the Northwest corner of said Lot 1 thence South along the West line of said Lot 1 to the Southwest corner of said Lot 1 thence West along the North line of East Cross Street to the Eastern line of North Huron Street, thence South 18-44 East Approximately 204 fee to the Southwest corner of parcel 11-11-40-401-029 thence North 86-26-30 Est 23.95' thence South 3-49 East 80-9' thence East 190.56' thence Southerly along the western boundaries of properties located at 220,214,206,and 130 North Huron Street, (described as of 12/31/83), to a point 49.5' South of the Northeast corner of Lot 185,

Original Plat, thence East 60' thence South 16.5' thence West 60' to the Northeast corner of Lot 184, Original Plat, thence Easterly to a point where the Center line of North Street, extended Westerly, intersects with the Center line of the Huron River thence Northwesterly in the Huron River to the Northwest corner of the property described as 11-11-020-046-00 thence East 269' along the North line of said property thence North to the Northwest corner of Lot 322, Showerman and Compton's Allotment thence East to the West line of Ninde Street thence along the West line of Ninde Street to the South line of Photo Street thence East along the South line of Photo Street to the West line of River Street thence South along the West line of River Street, thence East to the Point of Beginning. Included in this area are the properties and adjacent right-of-ways with the following addresses and parcel identification numbers: 100 East Cross Street, described in tax code parcel numbers 11-09-107-008 and 11-09-107-009, 315 Ninde Street, described in tax code parcel number 11-09-131-009, 24 East Cross Street, described in tax code parcel number 11-09-131-017, 12-20 East Cross Street, described in tax code parcel number 11-09-131-109, 400-412 North River Street, described in tax code parcel numbers 11-04-495-013 and 11-04-495-014.

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

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

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

6. Copies to be available. Copies of the Ordinance are available at the office of the city clerk for inspection by, and distribution to, the public during normal office hours.

7. Publication and Effective Date. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published according to Section 11.13 of the City Charter. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2015.

Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. 1244 was published according to Section 11.13 of the City Charter on the _____ day of _____, 2015.

Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting of the City Council held on the _____ day of _____, 2015.

Frances McMullan, City Clerk

Notice Published: February 12, and March 12, 2015

First Reading: April 7, 2015, September 15, 2015,

Second Reading: April 21, July 7 and November 3, 2015

Published: _____

Effective Date: _____



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

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Ypsilanti, MI 48197
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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: October 28, 2015

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: DDA TIF Agreement

**SUMMARY/BACKGROUND**

City council has been considering an amendment to the DDA TIF plan. Council approved the ordinance approving the plan on first reading and requested that the DDA come back with a modified plan for second reading. Instead of a revised plan, the DDA has offered to include the requested provisions in an intergovernmental agreement.

We have prepared a draft agreement that the DDA board has approved with some slight language modification. The proposed contract is approved as to form.

ATTACHMENTS: Intergovernmental Agreement

RECOMMENDED ACTION: Approval of the Agreement

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

CITY MANAGER COMMENTS:

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

COUNCIL ACTION TAKEN:

Hi All –

Councilmembers Dan Vogt, Anne Brown and I met with the DDA Chair, Mark Teachout, and DDA Treasurer, Adam Gainsley on Tuesday afternoon to continue discussions on an intergovernmental contract between the City and DDA relative to the Depot Town Tax Increment Finance (TIF) Plan. Community Development Director Beth Ernat and DDA Director Tim Colbeck were also in attendance.

Out of that meeting came an agreement on sharing TIF Funds with the City and guaranteeing a certain level of City Services. (See attached.)

The main points of the intergovernmental agreement :

1. 25 years in length beginning in FY 2016-17
2. Commits City and DDA to focus as a top priority on train depot and rail related activities
3. City receives 35.5% of TIF revenues from all of the TIF districts except Water Street (see attached chart for estimated revenue)
4. City provides a dedicated DDA police officer
5. City provides the twice weekly pick-up of litter barrels
6. City will install the annual holiday lighting in the DDA Districts
7. City will provide snow removal for the Riverside Arts Center parking lot with the same priority that other lots are cleared of snow

At their meeting on Wednesday the DDA unanimously approved the contract 8-0 with two absent. See attached resolution.

Next steps:

At our meeting on November 3 we will have two resolutions 1) to approve the intergovernmental agreement and 2) second and final reading of the Depot Town TIF plan.

I would like to thank everyone for their patience while we worked through a very complex issue.

Pete

Pete Murdock  
Ypsilanti City Council - Ward Three  
(734) 485-7799



Resolution No. 2015-248  
November 3, 2015

**RESOLUTION TO APPROVE INTERGOVERNMENTAL AGREEMENT WITH DDA**

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

THAT The contract with the Ypsilanti Downtown Development Authority providing for services is hereby approved and the Mayor and City Clerk are authorized to sign, subject to the approval of the City Attorney.

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

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

YES:            NO:            ABSENT:            VOTE:

## Intergovernmental Agreement for Services

The City of Ypsilanti (City), a Michigan Home Rule City of 1 South Huron Street, Ypsilanti MI 48197 and the Ypsilanti Downtown Development Authority (DDA) of 1 South Huron Street, Ypsilanti, MI 48197 for the mutual promises and benefit of each enter into this Intergovernmental Agreement:

### General Recitals

The DDA is a combination of several DDAs established by the City by ordinance. The DDA established several Tax Increment Financing (TIF) Districts and City approved the several TIF Plans. The Depot Town Plan will be expiring at the end of 2015. The DDA has developed and approved a new TIF Plan (Plan), presented it to the City and has requested that the City approve the Plan. The City is interested in approving the Plan. The parties are desirous of working together for the general greater benefit of the City and its downtown districts.

The City has been providing police services and trash pick up services to the DDA for several years in the DDA districts. The parties desire to continue this service arrangement and memorialize the service and payment for the 25 year duration of the Plan.

The City and DDA are both vitally interested in securing train service for the City. To secure train service, the City will have to invest in capital train-related improvements in the Depot Town area. The City and DDA will have to raise funds to invest in the capital improvements. In order to be able have funds available in the future, the parties will need to prioritize their expenditures. The parties both understand that it is important for the parties to agree on the prioritizing and expenditure of funds, especially funds raised from DDA tax increment financing. This agreement is to document the agreement of the parties.

The parties agree:

1. City will continue to provide one sworn police officer to patrol the DDA area on a schedule that is agreeable to both parties.
  - a. The City and the City Police Department (YPD) shall have complete control over the said police officer and officer functions, including scheduling, personnel assigned, police methods, equipment used, and training.
  - b. No member, officer, or employee of the DDA shall have any authority over such police officer and shall in no case give direction or comments to said police officer.

- c. All legal responsibility for the police officer and actions of the police officer shall be maintained by City and the City shall obtain and maintain liability insurance concerning the patrol activities of the police officer and YPD.
  - d. The parties understand that all of the actual scheduling shall be at the discretion of YPD, and the officer may be assigned or called upon to different duties or patrol upon exigent circumstances.
  - e. Any prior agreements between the parties concerning the dedication of officers to the DDA area are hereby expressly revoked.
- 2. City will continue to provide bi-weekly pedestrian trash receptacle service of 64 trash cans in the DDA areas.
  - a. The parties entered into a Contract for Downtown Pedestrian Trash Receptacle Services effective July 1, 2010.
  - b. The parties then entered into an Extension of this Contract for Downtown Pedestrian Trash Receptacle Services effective July 1, 2015.
  - c. The terms and conditions of these agreements shall be incorporated herein by reference and remain in full force and effect except as modified herein: Particularly the contract price, payment, and term are modified by this Intergovernmental Agreement.
- 3. City will provide annual Holiday Lighting and Décor installation and removal throughout the DDA.
  - a. All materials will be provided by the DDA. The DDA will be responsible for the costs associated with replacing broken or worn out decorations.
  - b. City will store all materials during the remainder of the year at the DPS yard.
- 4. City will provide snow removal and salt for the Riverside Arts Center Parking Lot, located at 76 N. Huron.
  - a. Snow removal will be provided based on the regular schedule of priorities for the City and will be done in conjunction with other Downtown municipal parking lots.
- 5. DDA will compensate and pay City for the services described herein in the amount of ~~35%~~ 35.5% of the gross funds received by the DDA from TIF plan capture in each of the Downtown, Depot Town and Cross Street TIF.
  - a. This agreement does not apply to the Water Street TIF.
  - b. The amounts shall be adjusted in the event of the addition or deletion of any TIF district.

6. Payments under this Intergovernmental Agreement shall be made by the City deducting said amount from the budget appropriation for the DDA each year.
7. The parties will continue to coordinate on DDA bond opportunities and ~~the Depot Town~~ DDA shall not expend more than \$25,000 on any one project without the mutual consent of City Council and the DDA Board.

The parties agree that the DDA shall prioritize all bond opportunities for the Depot Town TIF ~~for potential expenses and projects concerning a train or rail station in the City~~ in order to provide for expenses and projects pertaining to a train or rail station in Depot Town.

8. The term of this Intergovernmental Agreement shall be for 25 years, commencing on the date executed by both parties. Any changes, additions, or deletions shall not be effective or actionable unless they are approved by the governing body of both parties and in writing and signed by both parties.
9. Each provision of this Intergovernmental Agreement shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any portion of this contract is invalid or illegal, such decision shall not affect the rest of this contract, which shall remain in full force and effect.
10. This Intergovernmental Agreement is to be performed in the City of Ypsilanti, Washtenaw County, Michigan and all legal venue shall exclusively lie therein.
11. This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
12. This Intergovernmental Agreement shall inure to the assigns and successors of the parties.

IN WITNESS WHEREOF, the undersigned have set their hands:

**For the CITY OF YPSILANTI**

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

Amanda Edmonds, Mayor

\_\_\_\_\_  
Frances, McMullan, Clerk

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

**For the YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Tim Colbeck, Executive Director

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

|                                              |           |           |           |           |           |           |           |           |           |           |           |           |
|----------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| COMBINED DDA                                 |           |           |           |           |           |           |           |           |           |           |           |           |
|                                              | Projected | Projected | Projected | Projected | Projected | Projected | Projected | Projected | Projected | Projected | Projected | Projected |
|                                              |           |           |           |           |           |           |           |           |           |           |           |           |
|                                              | 2016/17   | 2017/18   | 2018/19   | 2019/20   | 2020/21   | 2021/22   | 2022/23   | 2023/24   | 2024/25   | 2025/26   | 2026/27   | 2027/28   |
|                                              |           |           |           |           |           |           |           |           |           |           |           |           |
| TIFA Capture                                 | \$261,754 | \$264,371 | \$267,015 | \$269,685 | \$272,382 | \$277,830 | \$283,386 | \$289,054 | \$294,835 | \$300,732 | \$306,746 | \$312,881 |
| Pledge to City at 35.5%                      | \$92,923  | \$93,852  | \$94,790  | \$95,738  | \$96,696  | \$98,629  | \$100,602 | \$102,614 | \$104,666 | \$106,760 | \$108,895 | \$111,073 |
|                                              |           |           |           |           |           |           |           |           |           |           |           |           |
| DDA Operating Expenses (no capital projects) | \$355,592 | \$321,381 | \$240,392 | \$242,429 | \$244,485 | \$246,560 | \$248,653 | \$250,766 | \$252,898 | \$255,049 | \$257,220 | \$259,411 |
|                                              |           |           |           |           |           |           |           |           |           |           |           |           |
| Revenue Over/Under Expenses                  | -\$93,838 | -\$57,010 | \$26,623  | \$27,256  | \$27,897  | \$31,270  | \$34,733  | \$38,288  | \$41,937  | \$45,683  | \$49,526  | \$53,471  |

|           |           |           |           |           |           |           |           |           |           |           |           |           |             |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|
| Projected |           |           |           |           |           |           |           |           |           |           |           |           |             |
|           | Projected | Projected | Projected | Projected | Projected | Projected | Projected | Projected | Projected | Projected | Projected | Projected | Totals      |
| 2028/29   | 2029/30   | 2030/31   | 2031/32   | 2032/33   | 2033/34   | 2034/35   | 2035/36   | 2036/37   | 2037/38   | 2038/39   | 2039/40   | 2040/41   |             |
|           |           |           |           |           |           |           |           |           |           |           |           |           |             |
| \$319,139 | \$325,522 | \$332,032 | \$338,673 | \$345,446 | \$352,355 | \$359,402 | \$366,590 | \$373,922 | \$381,400 | \$389,028 | \$396,809 | \$404,745 | \$8,085,733 |
| \$113,294 | \$115,560 | \$117,871 | \$120,229 | \$122,633 | \$125,086 | \$127,588 | \$130,139 | \$132,742 | \$135,397 | \$138,105 | \$140,867 | \$143,685 | \$2,870,435 |
|           |           |           |           |           |           |           |           |           |           |           |           |           |             |
| \$261,621 | \$263,852 | \$266,104 | \$268,375 | \$270,668 | \$272,982 | \$275,316 | \$277,673 | \$280,050 | \$282,450 | \$284,871 | \$287,315 | \$289,781 | \$6,755,894 |
|           |           |           |           |           |           |           |           |           |           |           |           |           |             |
| \$57,517  | \$61,669  | \$65,928  | \$70,297  | \$74,778  | \$79,373  | \$84,086  | \$88,918  | \$93,872  | \$98,951  | \$104,157 | \$109,494 | \$114,964 |             |

October 28, 2015  
2015-29

**Downtown Development Authority of the  
City of Ypsilanti  
County of Washtenaw, State of Michigan  
RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT (IGA)  
WITH THE CITY OF YPSILANTI**

The following preamble and resolution were offered by Member B. Harrington and supported by Member K. Dobson.

WHEREAS, one of the Ypsilanti DDA Board's guiding principles and primary responsibilities is to support the long term financial planning for the YDDA; and

WHEREAS, the YDDA's primary source of income comes from the capture of TIFA revenue; and

WHEREAS, the YDDA has requested the City of Ypsilanti approve a 25 year extension of the Depot Town TIFA to promote economic development in the Depot Town TIF district; and

WHEREAS, the YDDA Board recognizes that the long term financial success of the DDA is directly tied to the long term financial strength of the City of Ypsilanti; and

WHEREAS, over the last five years the YDDA has taken on many opportunities support projects, programs, and initiatives led by the City that would be mutually beneficial to the DDA Districts and the City of Ypsilanti in its entirety; and

WHEREAS, the YDDA has directly supported the City financially in the last five years through formal agreements supporting a Downtown Police Officer Salary and Pedestrian Trash Can Services; and

WHEREAS, YDDA wishes to continue to offer its support to the City that would be mutually beneficial;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. the YDDA Board approves an intergovernmental agreement for services that specifically dedicates a set percentage of the DDA's TIFA capture to be given to the City in return for a list of guaranteed services to be provided by the City (see attached) in the DDA districts.
2. the agreement will be for a period of 25 years beginning with the 2016/17 fiscal year and the terms will be maintained and agreed to as specified in the formal agreement.
3. the terms of the agreement can only be amended by the mutual consent of the YDDA and Ypsilanti City Council as specified in the agreement.

4. all terms and requirement of the agreement are contingent upon the Ypsilanti City Council approving the Amended and Restated Depot Town TIF and Development Plan as adopted by the YDDA in January 2015 and submitted to city Council in April 2015.
5. all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are and the same hereby are rescinded.

AYES: K. Dobson, A. Edmonds, J. French, A. Gainsley, B. Harrington, J. McGadney, M. Teachout, and R. Williams

NAYS: none

ABSTAINED: none

YES: 8      NO: 0      ABSENT: 2      VOTE: affirmed



## REQUEST FOR LEGISLATION

NOVEMBER 3, 2015

**To: Mayor and City Council**  
**From: Kevin M. Welch, HR Manager**  
**Subject: Public Act 152 "Hard Cap" Law**

---

### Summary & Background:

Each year, the City is required to comply with PA 152 of 2011, as amended in 2013 by PA 270, in regard to employer paid health care benefits for employees. The "Act" provides the City with three options to comply with the law.

**Option #1** – Take no action and allow the Hard Cap Limits to remain in place.

**Option #2** – By majority vote, approve a 20% cost sharing by the employees.

**Option #3** – By super majority vote of Council, opt out of compliance with the act.

In the past, the City has chosen option #2, which is to require the employees to contribute 20% of the cost of the health care. The 20% would be applied to the cost of premiums, estimated self-funded medical expenses, estimated prescription costs, fees, taxes and any Health savings contributions made by the city to the employee. The costs of dental or vision coverage are not considered health care as part of the Act.

We recommend that the City Council adopt option two, which would be to require employees to pay 20% of the City's cost or illustrated cost of medical premium, medical self-funding estimates, self-funded prescription estimates, fees, state and federal taxes and HSA contributions, if any.

**Recommended Action:** Approval

**Attachments:** Resolution, Executive Summary, State of Michigan Notice

**City Manager Approval:** \_\_\_\_\_ **Council Agenda Date:** 11/3/2015

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

**Fiscal Services Director Approval:** \_\_\_\_\_



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

**Whereas,** the City Council of the City of Ypsilanti deems it necessary to comply with Public Act 15 of 2012, as amended by Public Act 270 of 2013; and

**Whereas,** Public Act 152 places dollar limits on medical benefits paid by the City on behalf of the employee; and

**Whereas,** the City has three options; including to allow the hard cap limits to remain, by majority vote to place a requirement for each employee to pay 20% of the total cost of health insurance or to opt out of Public Act 152 completely; and

**Whereas,** in previous years, the City Council has voted to approve a 20% cost share for employees; and

**NOW THEREFORE BE IT RESOLVED THAT,** the Council of the City of Ypsilanti chooses to comply with Public Act 152, by approving a cost sharing amount of 20% by each employee enrolled in its publically funded health care program.

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

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

YES:              NO:              ABSENT:              VOTE:

I do hereby certify that the above resolution is a true and correct copy of Resolution 2015-249 as passed by the Ypsilanti City Council, at their meeting held on November 3, 2015.

\_\_\_\_\_  
Frances McMullan, City Clerk



# **Public Act 152**

## **“Hard Cap Law”**



# PA 152 – HARD CAP

- **Option #1** – Take no action and allow the Hard Cap Limits to remain in place.
  - Financially, the most beneficial to the city.
  - In 2015, option #1 was more expensive to city than 80/20
- **Option #2** – By majority vote, approve a 20% cost sharing by the employees.
  - City has previously selected option #2 – 80/20 rule
  - Cost the City \$59,000 more than option #1 in 2016
- **Option #3** – By super majority vote of Council, opt out of the act.
  - Would default to current labor agreements



# PA 152 – OPTION #1

## ■ Option #1 Default to Hard Cap Limit

| 2016 Hard Cap Limits                                     |           | Current Plan City<br>Total Cost W/O<br>employee portion | High Deductible Plan<br>Total Cost W/O<br>employee portion |
|----------------------------------------------------------|-----------|---------------------------------------------------------|------------------------------------------------------------|
| Single (19)                                              | \$6,142   | \$7,493                                                 | \$6,799                                                    |
| Two Person (14)                                          | \$12,845  | \$17,998                                                | \$16,567                                                   |
| Family (33)                                              | \$16,751  | \$22,493                                                | \$19,896                                                   |
| Aggregate Cost based on<br>current census                | \$849,321 | \$1,136,610                                             | \$1,017,687                                                |
| Difference in Total Cost to<br>City compared to Hard Cap |           | (\$287,289)                                             | (\$168,366)                                                |
| Percentage Difference                                    |           | 25%                                                     | 16.5%                                                      |
| 80/20 Option                                             |           | \$227,322                                               | \$203,537                                                  |
| (Cost)/Benefit to City                                   |           | (\$59,967)                                              | \$35,171                                                   |

| 2015 Hard Cap Data |            |              |            |
|--------------------|------------|--------------|------------|
| Group              | HC Rate    | Current Plan | Difference |
| Single             | \$ 5,992   | \$ 6,855     | \$ 863     |
| Two person         | \$ 12,532  | \$ 16,162    | \$ 3,630   |
| Family             | \$ 16,343  | \$ 20,146    | \$ 3,803   |
| Aggregate          | \$ 823,713 | \$ 1,018,690 | \$ 194,977 |
| 80/20              |            | \$ 203,738.0 |            |



# PA 152 – HARD CAP

## ■ Considerations to implement Option #1

- Difference in premium cost to each employee ( Hard cap limit minus our total cost. - Easiest to implement for the City)
  - Percentage cost difference
    - 25% for current plan
    - 16.4% for new plan
  - Percentage of base wage
    - 8.4% for current plan
    - 6.4% for new plan
    - Banding of wage groups may be needed.
  - This option may encourage more employees to less costly plan.
- 
- Word of caution – This option requires the City to monitor changes to census and adjust costs to employees.



# PA 152 - 80/20 OPTION

## ■ Option #2 Vote to select 80/20/option

| Group      | Current Plan |              | High Deductible Plan |              |
|------------|--------------|--------------|----------------------|--------------|
|            | Total Cost   | Employee 20% | Total Cost           | Employee 20% |
| Single     | \$7,493      | \$1,499      | \$6,799              | \$1,360      |
| Two Person | \$17,998     | \$3,600      | \$16,567             | \$3,313      |
| Family     | \$22,493     | \$4,499      | \$19,896             | \$3,979      |

| 2015 80/20 Cost Sharing - Current Plan |        |     |       |
|----------------------------------------|--------|-----|-------|
| Total Rates                            |        | 20% |       |
| \$                                     | 6,852  | \$  | 1,371 |
| \$                                     | 16,164 | \$  | 3,233 |
| \$                                     | 20,148 | \$  | 4,030 |



# PA 152 – HARD CAP

## Option #3 – Opt out of PA152

- **Requires Super Majority of City Council**
- **Default to present wording in labor contracts**
- **Or new agreement between City and Unions**
  - **Something in between Option #1 and 80/20**
  - **Could be difficult to accomplish before 12/31/2015**



## PA 152 - RECOMMENDATION

- **Select 80/20 option**
  - **Currently in labor agreements**
  - **New Optional HSA Plan may offset part of cost to the city.**
  - **Easiest to implement and monitor**

## Executive Summary and Recommendation

My recommendation is that the City Council adopts a resolution to approve the 80/20 rule to comply with Public Act 152. This decision needs to be made prior to December 31, 2015, but preferable before the City's open enrollment period in November. This would help the employees decide which plan to select and if the Insurance Waiver remains a better option for them.

While the Hard Cap Option is the best financial approach to the city, it remains the hardest to administer and does place a larger financial burden on the employees. The employees have come to expect the 80/20 option, which is already incorporated in the labor agreements. Further, the City may be able to make up some of the loss (\$59,967) if employees enroll in the High Deductible Plan.

Another factor to consider is that the Finance Department will have to further track the costs if the Hard Cap option is selected so that the City remains compliant with the Act. There may be times when we have to increase or decrease the cost to the employees during the year. When our census changes.

Lastly, if the City is not satisfied with the results at the end of the year, you will have the option to adjust for 2017. Listed below are the options available to the City.

In 2015, the 80/20 option was financially a better option for the City, by a few thousand dollars. The reasons that the opposite is true in 2016, is that the City's 2015 premiums did not change from 2014, yet the Hard Cap limits increased by 2.3%. In 2016, the State Hard Cap limits increased by 2.5%, yet the premiums for the Active employees increased 10%. Further, our census change by adding more two-person and more families and less singles. Lastly, the predictions for the 2015 self-funded prescriptions and medical costs were lower than actual.

**Option #1** – City Council takes no action and allows the Hard Cap Limits set by the state to remain in effect. The City would then require each employee to pay the difference between the State Hard Cap limits and our cost of insurance (See attached Notice). The City has the right to determine how the employees would pay this amount. There are various options available to administer this.

The most common would be to apply a percentage calculated by using the aggregate difference between the City's total costs of health care versus what the total Hard Cap limits would be. This could be accomplished as an across the board percentage or another formula such as wage based. In Table 1 below, the city would need to charge employees \$287,289 in cost sharing in the Current Self-Funded Plan we have today and \$168,366 for the High Deductible Plan that was approved at the October 20, 2015 City Council Meeting. Depending on how many employees enroll in either of the two plans, would change the amount the city would recover from the employees.

Comment [CU1]:

Comment [CU2]:

**Table 1**

| 2016 Hard Cap Limits                                     |           | Current Plan City Total<br>Cost W/O employee<br>portion | High Deductible Plan<br>Total Cost W/O employee<br>portion |
|----------------------------------------------------------|-----------|---------------------------------------------------------|------------------------------------------------------------|
| Single (19)                                              | \$6,142   | \$7,493                                                 | \$6,799                                                    |
| Two Person (14)                                          | \$12,845  | \$17,998                                                | \$16,567                                                   |
| Family (33)                                              | \$16,751  | \$22,493                                                | \$19,896                                                   |
| Aggregate Cost based on<br>current census                | \$849,321 | \$1,136,610                                             | \$1,017,687                                                |
| Difference in Total Cost to<br>City compared to Hard Cap |           | (\$287,289)                                             | (\$168,366)                                                |
| Percentage Difference                                    |           | 25%                                                     | 16.5%                                                      |
| 80/20 Option                                             |           | \$227,322                                               | \$203,537                                                  |
| (Cost)/Benefit to City                                   |           | (\$59,967)                                              | \$35,171                                                   |

The City can allocate this cost any way it sees fit. The methods include the following:

- Straight cost allocation that would require each employee to pay 100% of the cost difference per coverage type. See columns A, Table 2.
- The percentage cost of the total aggregate cost of insurance that exceeds the total aggregate costs provided for in Public Act 152 could be allocated to each employee. This would be 25% for the current plan and 16.5% for the High Deductible plan. See columns B, Table 2.
- A percentage cost of base wage. This would result in employees paying 8.4% of payroll for our current plan and 4.92% for the high deductible plan that is new this year. If this percentage were applied the employees would pay total the difference in the Hard Cap and our costs. As you can see from the examples, this creates some disparity and what I would consider a burden to some. See Table 3 for some examples.
- The City could use a salary banding approach to determine employee allocations and to factor in the level of insurance they have. This approach could address disparities that will occur as a result of a straight across the board approach. We would need to develop a formula with the help of an accountant and or actuary to develop this.

Comment [CU3]:

Comment [CU4]:

Comment [CU5]:

**Table 2**

|                |          | Current Plan                                         |                                                                            | High Deductible Plan                                 |                                                                              |
|----------------|----------|------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------------------------------|
|                | Hard Cap | Column A<br>Dollar/%<br>Difference/Employee<br>Share | Column B<br>Difference<br>as an across<br>the board<br>percentage<br>(25%) | Column A<br>Dollar/%<br>Difference/Employee<br>Share | Column B<br>Difference<br>as an across<br>the board<br>percentage<br>(16.5%) |
| Single         | \$6,142  | \$1,351/18%                                          | \$1,873                                                                    | \$657/10%                                            | \$1,122                                                                      |
| Two-<br>Person | \$12,845 | \$5,153/29%                                          | \$4,500                                                                    | \$3,722/22%                                          | \$2,734                                                                      |
| Family         | \$16,751 | \$5,742/26%                                          | \$5,623                                                                    | \$3,145/16%                                          | \$3,283                                                                      |

**Table 3**

|          |                 | Current Health Plan     |                           |                                              | High Deductible Plan     |                           |                                                    |
|----------|-----------------|-------------------------|---------------------------|----------------------------------------------|--------------------------|---------------------------|----------------------------------------------------|
|          | Group           | 8.4% of<br>Base<br>Wage | % of<br>Insurance<br>Cost | Current<br>Plan 80/20<br>Cost to<br>employee | 4.92% of<br>Base<br>Wage | % of<br>Insurance<br>Cost | High<br>Deductible<br>80/20 cost<br>to<br>employee |
| \$80,000 | Single          | \$6,720                 | 89%                       | \$1,499                                      | \$3,936                  | 58%                       | \$1,360                                            |
| \$80,000 | Two<br>Person   | \$6,720                 | 37%                       | \$3,600                                      | \$3,936                  | 24%                       | \$3,313                                            |
| \$80,000 | Family          | \$6,720                 | 30%                       | \$4,499                                      | \$3,936                  | 20%                       | \$3,979                                            |
| \$60,000 | Single          | \$5,040                 | 67%                       | \$1,499                                      | \$2,952                  | 43%                       | \$1,360                                            |
| \$60,000 | Two-<br>person  | \$5,040                 | 28%                       | \$3,600                                      | \$2,952                  | 18%                       | \$3,313                                            |
| \$60,000 | Family          | \$5,040                 | 22%                       | \$4,499                                      | \$2,952                  | 15%                       | \$3,979                                            |
| \$40,000 | Single          | \$3,360                 | 45%                       | \$1,499                                      | \$1,968                  | 29%                       | \$1,360                                            |
| \$40,000 | Two –<br>Person | \$3,360                 | 19%                       | \$3,600                                      | \$1,968                  | 12%                       | \$3,313                                            |
| \$40,000 | Family          | \$3,360                 | 15%                       | \$4,499                                      | \$1,968                  | 9%                        | \$3,979                                            |

Comment [KW6]:

**Option #2** – City could, by majority vote apply the 80/20 rule. This would require the employees to pay 20% of the cost of the insurance, including premiums, taxes, Health Savings Contributions, fees, self-funded prescription and medical estimates from EHIM. This is the decision that the City Council has made the past few years.

The 80/20 rule would cost the City an additional \$59,967 over the Hard Cap, assuming all employees remain in the current benefit plan and no employee enrolls in to the High Deductible plan. The 80/20% plan would benefit the city financially if all employees enrolled in it as the 20% is higher than the Hard Cap calculation by \$35,171.

**Note:** While, it would be difficult to predict at this point, a blending of the two plans may offset some of cost of the current plan differential. If half of the employees converted to the high deductible plan, then the difference between the 80/20 and hard cap would be very little. The results would really depend on how many single, two person and family plans were converted to the High Deductible Plan.

**Table 4**

| Group      | Current Plan |              | High Deductible Plan |              |
|------------|--------------|--------------|----------------------|--------------|
|            | Total Cost   | Employee 20% | Total Cost           | Employee 20% |
| Single     | \$7,493      | \$1,499      | \$6,799              | \$1360       |
| Two Person | \$17,998     | \$3,600      | \$16,567             | \$3,313      |
| Family     | \$22,493     | \$4,499      | \$19,896             | \$3,979      |

**Option #3** – The City could, by super majority vote, opt out of PA 152 completely. Doing so would still allow the City to remain compliant with PA 152. However, unless a separate agreement is made with the unions, the current contract language would be in effect, which includes a 20% cost to the employees.

This option could be considered if the labor unions were agreeable to some other cost sharing agreement. However, since we have adopted the 80/20 options in the past, there is little benefit for the labor groups to agree to some formula that increases their costs above 20%. Potentially, an option between 20% and the Hard Cap cost of 25%.

Note: All rates used in this analysis may have changed slightly from the time of the 10/20/2015 City Council Meeting presentation. This is as a result of census changes since that time and the addition of one new employee. These numbers will continue to change as our census changes and new employees are hired to replace those who have the higher cost health care benefit.

All rates and percentages are rounded up or down to the nearest whole number.



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

NICK A. KHOURI  
STATE TREASURER

RICK SNYDER  
GOVERNOR

September 16, 2015

**PUBLIC EMPLOYER CONTRIBUTIONS TO MEDICAL BENEFIT PLANS  
ANNUAL COST LIMITATIONS – CALENDAR YEAR 2016**

For a medical benefit plan coverage year beginning on or after January 1, 2012, MCL 15.563, as amended by 2013 Public Act 270, sets a limit on the amount that a public employer may contribute to a medical benefit plan.

For medical benefit plan coverage years beginning on or after January 1, 2013, MCL 15.563 provides that the dollar amounts that are multiplied by the number of employees with each coverage type be adjusted annually. Specifically, the dollar amounts shall be adjusted, by October 1 of each year, by the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available. For calendar year 2015, the limit on the amount that a public employer may contribute to a medical benefit plan was set to the sum of the following:

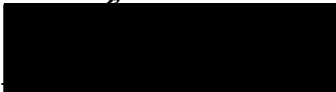
- \$5,992.30 times the number of employees and elected public officials with single-person coverage
- \$12,531.75 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- \$16,342.66 times the number of employees and elected public officials with family coverage.

The limits for 2016 equal the 2015 limits increased by **2.5 percent**. The 2.5 percent is the percentage change in the medical care component from the period September 2013-August 2014 to the period September 2014-August 2015.

Thus, for medical benefit plan coverage years beginning on or after January 1, 2016, the limit on the amount that a public employer may contribute to a medical benefit plan equals the sum of the following:

- **\$6,142.11** times the number of employees and elected public officials with single-person coverage
- **\$12,845.04** times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- **\$16,751.23** times the number of employees and elected public officials with family coverage.

September 16, 2015

  
Nick A. Khouri  
State Treasurer



REQUEST FOR LEGISLATION  
November 3, 2015

From: Ralph A. Lange, City Manager

Subject: Design Engineering – The Mannik & Smith Group (Mannik & Smith)

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SUMMARY & BACKGROUND:

As the City Council is well aware, one of the major initiatives approved in the 2015-16 Budget, was to design and fund three major non-motorized projects leading to or through the Water Street Redevelopment area.

Project #1 is the Heritage Bridge – this project is moving along well. The project will probably go over the budget a little but this overage will be more than made up by outside contributions to this project in excess of what was originally budgeted.

Project # 2 is the Border-to-Border Trail on our Water Street property, which is proceeding well and is likely to come in right on budget.

Project # 3 is the Michigan Avenue Mid-Block crossing between the Heritage Bridge and the Border-to-Border Trail on our Water Street Property. Mannik & Smith has been engaged to do this project that has run into numerous complications and changes of scope.

Please see below engineering contracts with Mannik & Smith for the above referenced projects to date:

Phase 59 - Revisions to Plans for rebid - \$14,660.00

Phase 50 - Midblock Grade Inspection and Permit Plans - \$13,000.00

Phase 61 - Part A Bridge Construction - \$29,920.00

Phase 62 - Part B Path Construction - \$19,870

**Total \$77,450**

The Mid-Block Crossing project has been held up for several weeks because the original project called for MDOT to design the Mid-Block Crossing Signal. They were also scheduled to provide the money separately for the cost of the Mid-Block Signal (HAWK and decorative Mast Arms).

Ms. Ernat and I decided that I would pursue this with SEMCOG and MDOT directly while she worked on other projects. As a result of these conversations, MDOT agreed to pay for the HAWK and Mast Arm (cost of which would be at least \$100,000). In consideration for this contribution, MDOT requested that the City secure a contract with the appropriate engineering firm (in this case Mannik & Smith) to design the signal and Mast Arm and do all other work necessary to get this project to MDOT for bid-letting early next year.

Additionally, it was decided that we should once again try to include the Border-to-Border Trail project located between Grove Road and Prospect Street back into this project.

Once we have secured the final engineering cost estimates for these projects we will be modifying our request for TAP Grant funding to support the new scope of services for construction costs of these projects.

The City Council approved \$50,000 (in the 2015-2016 budget) for unspecified Non-Motorized improvements in the 202 Major Streets fund. Additionally, now that the Prospect Road Project is all but complete, and we have very reliable total project cost numbers, Marcus McNamara, with OHM, has indicated to me that we will save at least \$100,000 of 202 Major Street funds on this project.

These two funding sources should allow the City to complete the Michigan Mid-Block Crossing and add back the Grove Road Border-to-Border Trail section without increasing any funds or contributions from Major Streets or General Fund beyond what was budgeted.

There is another small wrinkle in this project; The City has spent \$77,450 on various construction engineering contracts with Mannik & Smith to-date. These contracts have been approved by City Council action. Although the contract to continue this project with Mannik & Smith is only \$16,718 (under my \$25,000 limit) the combined total it is well above the \$25,000 limit for spending requiring City Council approval with one vender in one calendar year. After talking to Mr. Barr, we agreed the appropriate way to address this particular situation would be for City Council to authorize the City Manager to sign this contract and sign any and all necessary change orders with the approval of the City Attorney.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Mannik and Smith Contract dated October 13, 2015

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CITY MANAGER APPROVAL: \_\_\_\_\_ AGENDA DATE: November 3, 2015

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

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



Resolution No. 2015 -250  
November 3, 2015

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

WHEREAS, the City of Ypsilanti desires the Mannik & Smith Group provide a traffic signal design; SHPO letter and grant coordination services for the Michigan Mid-Block Crossing Project; and

WHEREAS, the City of Ypsilanti has reviewed said Mannik & Smith proposal and found it to be reasonable, and

WHEREAS, savings from other budgeted projects using Major Street Funds, should be more than enough to cover this additional expenditure, and

WHEREAS, the construction of the Michigan Avenue Mid-Block Crossing was a condition put forth by the Washtenaw County Parks & Recreation Commission for their continued support of the Heritage Bridge and Border to Border Trail projects,

WHEREAS, it is extremely important for the City to move this project along as quickly as possible,

NOW, THEREFORE, BE IT RESOLVED THAT the City Council authorizes the City Manager to sign the attached contract and 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: \_\_\_\_\_

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

YES:                      NO:                      ABSENT:                      VOTE:



October 13, 2015

Mr. Ralph A. Lange  
City Manager  
**City of Ypsilanti**  
One South Huron Street  
Ypsilanti, Michigan 48197-4250

Re: Proposal for Signal Design; SHPO Letter; Grant Coordination

Dear Mr. Lange:

The Mannik & Smith Group, Inc. (MSG) is pleased to provide The City of Ypsilanti this technical scope and fee proposal for engineering services. This proposal includes scope and fee for three tasks related to the proposed mid-block crossing along US-12 (Michigan Avenue) in Ypsilanti, Michigan.

Task 1 - HAWK Signal Design

Task 2 - Letter development and submittal for review by the State Historic Preservation Office (SHPO)

Task 3 - Grant Coordination / Project Coordination

MSG has provide engineering and design for the new pedestrian bridge north of Michigan Avenue, and the mixed use pathway south of Michigan Avenue both of which are currently under construction. In addition MSG has completed and submitted a midblock refuge design that has been submitted to the MDOT Jackson TSC for review and approval. TAP funding is being used for funding of the midblock and HAWK signal. As a result this project will need to be submitted through the Local Agency Program (LAP) process. The work outlined in this proposal will supplement the midblock design completed and both the midblock and HAWK signal design will be submitted to the LAP for approval.

## **SCOPE OF SERVICES**

MSG will provide the following scope of services in order to meet the needs of this project:

### **Task 1 - HAWK Signal Design**

Preliminary plans will be developed that include placement of the HAWK signal poles, hand holes, conduit, power service, and the signal controller. Previous plan sheets developed for signage, pavement markings, and the midblock crossing island and ramps will be updated based on design parameters to be established with MDOT. The preliminary plans will also provide for the identification of any potential unavoidable right-of-way needs, although all attempts to construct the project within the existing right-of-way will be considered. Final plans will be prepared based on input from the City of Ypsilanti and reviews from MDOT.

Plans will include signal plan view (1' = 30"), pavement marking (stop lines and crosswalks) phasing diagram, wiring schematic, pole elevations, ADA ramps, legends and signal general notes for the pedestrian crossing. Maintenance of traffic plans are not expected to be required as the work is primarily behind the pavement edges. Any maintenance of traffic for lane closures would be of short duration (for pole erections, span installations, etc.) and could be directed through standard details and general notes. Proposed plan sheets are listed below.

| Sheet Title      | Sheet Description                                                                                         | Sheets   |
|------------------|-----------------------------------------------------------------------------------------------------------|----------|
| General Notes    | Including general notification, utility contacts and equipment specification                              | 1        |
| Soil Boring Data | For locations where two pole foundations will be installed                                                | 1        |
| HAWK Signal Plan | Including signal plan view for the mid-block crossing                                                     | 1        |
| Signal Details   | Including wiring, phasing diagram , detection schedules and intersection timing (one pedestrian crossing) | 1        |
| Sidewalk Plan    | Includes ADA ramps and sidewalk adjustments to meet existing walk                                         | 1        |
| <b>TOTAL</b>     |                                                                                                           | <b>5</b> |

Construction cost estimates will be provided for the preliminary plans and updated as needed for the final plans. MDOT's estimator program will be utilized for the cost estimate. MDOT will require review of the plans.

#### **Task 2 - Letter development and submittal for review by the State Historic Preservation Office (SHPO)**

In accordance with LAP process, a SHPO review of the project area and impacts of the project need to be addressed. MSG will perform a review of the site, gather pertinent information, and complete the applicable form required by SHPO. The form and other pertinent information will be assembled and submitted to SHPO.

#### **Task 3 - Grant Coordination / Project Coordination**

MSG will perform grant funding coordination as needed. This task will include coordination with the MDOT, documentation of work, completion of appropriate forms, coordination with the City, and other tasks associated with the grant. MSG will also work with OHM to coordinate our efforts with combining Grove Road plan information into one contiguous set of plans and specifications. MSG assumes any changes for plans related to Grove Road will be completed by OHM.

#### **IMPLEMENTATION SCHEDULE**

The schedule outlined below is based on the assumption that funding is in place and the process will begin upon notice to proceed. Although the funding scenario could ultimately drive the project schedule, MSG sees the following key dates as a reasonable schedule for this project:

- Notice To Proceed October 14, 2015
- Signal Plan Development and SHPO Letter October 15, 2015 to October 28, 2015
- Submit Plan To City October 21, 2015
- Submit Plans to MDOT October 23, 2015
- Prepare Final Plans October 23, 2015 thru November 13, 2015
- Submit Final Plans to City November 16, 2015
- Submit Final Plans to MDOT November 25, 2015

Permit Plans will be submitted concurrently with GI plans including Grove Road details from OHM. Our intention is to complete plans to meet the February 12<sup>th</sup>, 2016 letting per the LAP FY 2016 Project Planning Guide or sooner.

#### PROJECT CLARIFICATIONS AND ASSUMPTIONS

1. It is assumed that the HAWK signal warrant has been completed by MDOT and tasks associated with a warrant including traffic counts, capacity analyses, etc. are not necessary.
2. Topographic survey and base-mapping of ROW and utilities has already been conducted under the contract to design the mid-block crossing island.
3. ADA ramps are expected to involve some sidewalk replacement to meet grade requirements or replace walk adjacent to the proposed ramp that may be in poor condition. Standard sidewalk is assumed with no decorative treatments. Retaining walls are not expected to be required.
4. Decorative crosswalk treatments (stamped pavement or brick pavers in the roadway surface area) are not proposed at MDOT's request but can be added to the design if so desired for a nominal fee. Pavement marking for crosswalks can be either standard parallel lines or "ladders" based on the MDOT's preferences.
5. Temporary signals are not expected to be required.
6. The following equipment specifications are expected:
  - LED vehicular and pedestrian heads
  - Black signal head (vehicular and pedestrian)
  - Standard mast arm signal pole are expected. Standard poles can be painted to suit the desires of the City of Ypsilanti with green matching the existing streetscape expected.
  - Audible tone pedestrian signals can also be considered.
7. We have assumed that the following items are not part of this project:
  - Right-of-way acquisition (with an "if Authorized" items provided below)
  - Revocable use permitting (for right-of-way encroachments, if any)
  - Roadway widening (and including retaining walls, landscaping, aesthetic treatments, etc.)
  - Curb work beyond the ADA curb ramps other than incidental curb replacements to the ramp installations.
  - Drainage structure relocations to accommodate ADA ramps.
  - Public meetings
8. A preliminary design of multi-use trail facilities on Grove Street prepared by OHM is not expected to be part of the project.

#### PROJECT FEES

|                                                            |                              |
|------------------------------------------------------------|------------------------------|
| Task 1 – Signal design (Preliminary and Final Plans):      | \$12,722 (Lump Sum)          |
| Task 2 – SHPO Form completion and submittal:               | \$1,798 (Lump Sum)           |
| Task 3 – Grant / Project Coordination / Plan Coordination: | \$2,798 (T&M, Not To Exceed) |

Geotechnical Investigation for HAWK (2 borings Total) \$2,400 (Lump Sum)

Total:

~~\$19,718~~ #16,718 R.A.Z.

## AGREEMENT

If this proposal meets with your approval, you may signify acceptance by signing and dating the designated locations attached and returning one signed copy to the undersigned. Your signature will be our written authorization to proceed with the project. Alternately, you may issue a purchase order referencing the date and scope of this proposal.

The costs provided in this proposal are confirmed for a period not to exceed sixty (60) days. Should you require any additional information pertaining to the specifics of this proposal, please contact the undersigned at your earliest convenience.

If you should have any questions regarding this project, please do not hesitate to contact me at (734) 397-3100.

Sincerely,

A black rectangular redaction box covering the signature area.

Walter J. Bolt, *CPG*  
*Senior Vice President*

## AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to the attached Terms and Conditions. In the event client directs The Mannik & Smith Group to proceed with the work, even if not signed below, the Terms and Conditions are considered accepted by the Client.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

## APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc. is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

Proposal Date: October 13, 2015

Proposal Number: YPSI0001

CITY OF YPSILANTI

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Walter J. Bolt, CPG  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Senior Vice President  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
October 13, 2015  
Date

## The Mannik & Smith Group, Inc. Standard Terms & Conditions

**Services** The Mannik & Smith Group, Inc. (MSG) will perform services for the Project as set forth in MSG's proposal and in accordance with these Terms & Conditions. MSG has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that equitable adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

**Additional Services** The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Period of Service** MSG shall perform the services for the Project in a timely manner consistent with its Standard of Care. MSG will strive to perform its services according to the Project schedule set forth in the MSG proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. MSG shall be entitled to an extension of time and compensation adjustment for any delay and/or disruption beyond MSG control. MSG is not responsible for any delay and/or disruption beyond its control.

**Compensation** In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the MSG proposal. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays, disruptions or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Tasks/Work Orders, MSG may adjust the amounts allocated between Tasks or Work Orders as the work progresses so long as the total compensation amount for the Project is not exceeded.

The Client shall be solely obligated to pay and remit to the appropriate governmental authority such sales, value added, duties, withholding or other taxes on MSG's services, Subcontracted Services and Reimbursable Expenses without reduction of MSG's compensation. The Client shall provide MSG photocopies of all forms sent to such governmental authorities evidencing payment of these taxes.

Payment for MSG's services shall be made in United States dollars.

**Payment Terms** MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent

on arrangement of project financing. Invoice payment delayed beyond 60 calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond 70 calendar days shall be just cause for termination by MSG. MSG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension or termination.

**Payment Definitions** The following definitions shall apply to methods of payment:

**Time & Materials** is defined as the actual time MSG employees utilize to perform the scope of services at an established billing rate, plus the actual cost of materials and equipment usage.

**Lump Sum** is defined as a fixed price amount for the scope of services described.

**Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.

**Subcontracted Services** are defined as Project related services provided by other parties to MSG.

**Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Assignment** Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

**Authorized Representatives** The officer assigned to the Project by MSG is the only authorized representative to make decisions or commitments on behalf of MSG. The Client shall designate a representative with similar authority.

**Buried Utilities** Where applicable to the Project, MSG will conduct research and prepare a plan indicating the locations intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in manner consistent with the Standard of Care. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against MSG for a) damages to underground improvements resulting from subsurface penetration locations established by MSG; and/or b) economic damages resulting from subsurface penetration locations established by MSG, except for damages caused by the sole negligence or willful misconduct of MSG.

**Compliance with Laws** MSG shall perform its services consistent with its Standard of Care and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or official interpretations thereof change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Confidentiality** MSG will hold in confidence any information about the Client's operations which would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.

- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information which is released from its confidential status by the Client.
- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given the other party.
- e. Where disclosure is required to comply with a professional code of conduct or ethics.
- f. Where disclosure involves a dispute resolution proceeding between the parties.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this Project or agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

**Consequential Damages** Neither the Client nor MSG shall be liable to the other for any consequential damages regardless of the nature or fault.

**Cost Estimates or Opinions** MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that actual costs may vary from the cost estimates or opinions prepared and that MSG offers no guarantee related to the Project cost.

**Defects in Service** The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and shall require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify MSG shall relieve MSG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Dispute Resolution** In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

The venue and/or hearing of any dispute resolution procedure under this Agreement shall be in the State of Ohio unless the Parties agree on another mutually convenient location. Any court action required to enforce the terms of this Agreement and/or any legal proceeding to enforce, enter judgment upon, vacate and/or modify the dispute award shall be filed in the Court of Commons Pleas, Lucas County, Ohio. To the extent applicable, this Agreement and any award rendered under it shall be governed by the Convention of the Recognition and Enforcement of Foreign Arbitration Award.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

**Environmental Matters** The Client warrants they have disclosed all potential hazardous materials and/or petroleum compounds that may be encountered on the Project. In the event undisclosed and/or unknown materials/compounds are encountered, MSG shall be entitled to an equitable adjustment to the schedule and compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall defend and indemnify MSG from any claim or liability or loss arising from or caused by hazardous materials and/or petroleum compounds encountered on the Project except for those events caused by the sole

negligence or willful misconduct of MSG. MSG and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons or property to hazardous materials, petroleum compounds and/or toxic substances in any form at the Project site.

**Force Majeure** MSG shall be entitled to an equitable adjustment to the schedule and compensation for force majeure events, including but not limited to: Acts of God or the public enemy, Acts of any government in its sovereign and/or contractual capacities, fires, Acts of war, terrorism, violence, floods, epidemics, quarantine restrictions, strikes, embargoes, and unusually severe weather or any other cause outside of the control of MSG. MSG shall notify Client in writing within fourteen (14) days after the beginning of any such cause becomes known, which would affect its performance. In the event a force majeure event continues for more than 30 days, MSG may terminate this Agreement for convenience and shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days.

**Governing Law** The terms of this Agreement shall be governed by the laws of the State of Ohio without regard to any choice of law principles. Nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state of Ohio.

**Indemnification** MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

Neither party is obligated to indemnify the other in any manner whatsoever to the extent of the other's own negligence.

**Independent Consultant** MSG shall serve as an independent consultant for services provided under this Agreement. MSG shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by MSG.

**Information from Other Parties** The Client and MSG acknowledge that MSG will rely on information furnished by other parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Lien Rights** MSG may file a lien against the Property in which the Project is situated and/or file a claim against any available payment bonds for the Project in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

**Insurance** MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation As required by applicable state statute
- Commercial General Liability \$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate
- Automobile Liability \$2,000,000 combined single limit for bodily injury and property damage
- Professional Liability \$2,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named additional insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Limitation of Liability** In recognition of the relative risks and benefits of the Project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all claims, losses, breaches, damages or expenses arising out of this agreement and/or MSG's performance of services on the Project, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

**Ownership of Documents** Documents prepared by MSG for the Project are instruments of services and shall remain the property of MSG. Record documents of service shall be based on the printed copy. If specified in the MSG proposal, MSG will furnish documents electronically; however, the client releases MSG from any liability that may result from documents used in this form. MSG shall be defended and indemnified for reuse of documents for any purpose other than those intended under the Project.

**Permits and Approvals** MSG will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Relationship of The Parties** All services provided by MSG are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSG.

**Safety** MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

**Security** Client shall provide security at the Project site, to the extent necessary, to minimize threats of violence.

**Site Access** The Client shall obtain all necessary approvals for MSG to access the Project site(s).

**Severability** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Standard of Care** Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances (Standard of Care). The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Regardless of any other term or condition of this Agreement, MSG makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

**Suspension of Work** The Client may suspend services performed by MSG with cause upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** In the event of substantial failure by a party to fulfill its obligations of the terms hereunder, that party may be deemed in default. If the party fails, within seven (7) calendar days after receipt of written notice to commence and continue satisfactory correction of the default with diligence and promptness, then the other party without prejudice to other remedies it has may terminate this Agreement for cause. In the event of a termination, MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days.

**Third Party Claims** The Client will compensate MSG for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of MSG.

**Violations of Law** The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from any and all violations of laws and/or failure to comply with governmental regulations, including but not limited to the Foreign Corrupt Practices Act (15 USC §78dd-1 et seq.), the False Claims Act (31 USC § 3729 et seq.), the Buy American Act (41 USC § 8301 et seq.) and the "Buy American" Provisions (Section 1605) of the American Recovery and Reinvestment Act. (Pub. L. 111-5), to the extent caused by the Client or his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

**Waiver of Rights** The failure of either party to enforce any provision of these Terms and Conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Entire Agreement** This Agreement constitutes the entire agreement between the parties and may only be amended by written agreement by both parties. Should any portion be found to be illegal or non-enforceable, such portion shall be deleted and the balance shall remain in effect.

Revised November 2014

## 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 The Mannik & Smith Group, Inc, of 2365 Haggerty Road South, Canton, Michigan 48188, referred to as "CONTRACTOR", an Ohio corporation

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, indemnify 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 <u>      </u> | 1) Comprehensive General Liability         |
| YES <u>  x  </u>  | NO <u>      </u> | 2) Automobile Liability                    |
| YES <u>      </u> | 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

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

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

(5) **Construction Insurance:** The CONTRACTOR at his own cost and expense shall provide and maintain the applicable construction insurance until the Contract is accepted by the CITY and/or its designee. This coverage shall be written for 100% of the completed value covering the CITY as the insured, with a deductible of not more than \$1,000. The CONTRACTOR shall provide the original and duplicate policy to the CITY (unless the CITY shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

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

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

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

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

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

i. If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out

and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

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

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

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

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

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

17. Permits. 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.

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

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

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

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

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

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

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

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

(d) That the CONTRACTOR cannot make a claim for additional costs or time because of a physical condition unless the CONTRACTOR has complied with the notice requirements of subdivision (A). The CITY may extend the time required for notice under subdivision (A).

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

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

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

20. Living Wage.

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

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

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

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

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

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

21. Minimum Wage.

A. (1) The CONTRACTOR must pay minimum wages to all employees according to Ordinance No. 1217 (The Ordinance) and City Code Section 2-2112.

(2) The CONTRACTOR must post suitable notices in the work place.

(3) The CONTRACTOR must provide evidence of compliance, including payroll records, 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 Minimum Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The Ordinance.

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

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

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

23. American's With Disabilities Act Compliance. If this contract alters or resurfaces any streets, intersections, sidewalks, or curb ramps, CONTRACTOR shall ensure that each portion of the project, to the maximum extent feasible, shall be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities. Each project shall comply with the American's With Disabilities Act requirements, including 28 C.F.R. §§ 35.151(b),(c),(e)(1) and (e)(2) and 28 C.F.R. Part 36, App. A, the ADAAG.

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

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

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

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

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

25. Except in amounts less than \$20 million, CONTRACTOR certifies that it, its successor, its parent company, or any of its subsidiaries or subunits does not engage in the practice of committing or contributing funds or property, extending credit, or contract for goods or services to develop petroleum resources, natural gas resources, or nuclear power in Iran.

IN WITNESS WHEREOF, the undersigned have set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In the presence of:

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_

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

Print:

Its:

CITY OF YPSILANTI, a Michigan  
Municipal Home-rule City

\_\_\_\_\_  
\_\_\_\_\_

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

Ralph Lange  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
JOHN [REDACTED]  
Ypsilanti City Attorney



Resolution No. 2015-251  
November 3, 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, 1 S. HURON  
YPSILANTI, MI 48197  
TUESDAY, NOVEMBER 3, 2015  
6:00 P.M. – WORK SESSION  
7:00 P.M. – REGULAR SESSION

**I. CALL TO ORDER –**

**The meeting was called to order at 6:02 p.m.**

**II. ROLL CALL –**

|                             |         |                     |         |
|-----------------------------|---------|---------------------|---------|
| Council Member Anne Brown   | Present | Council Member Robb | Present |
| Council Member Nicole Brown | Present | Council Member Vogt | Present |
| Council Member Murdock      | Present | Mayor Edmonds       | Present |
| Mayor Pro-Tem Richardson    | Absent  |                     |         |

**(6 – Present; 1 – Absent)**

**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 –**

Change:

**Remove Resolution No. 2015-247, Approving 2016 Council Meeting Schedule, from Section XIII, Consent Agenda, and heard during Section XIV, Resolutions/Motions/Discussions.**

**Offered By: Council Member Vogt, Seconded By: Council Member N Brown**  
**The agenda was approved as amended**

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

Snow Abatement – City Manager Ralph Lange

**VII. INTRODUCTIONS –**

**VIII. PRESENTATIONS –**

**IX. AUDIENCE PARTICIPATION –**

**X. REMARKS BY THE MAYOR –**

**XI. MINUTES –**

Resolution No. 2015-242, approving minutes of October 19 and October 20, 2015.

**Offered By: Council Member N Brown, Seconded By: Council Member Vogt**  
**The minutes were approved as submitted**

**XII. ORDINANCES – FIRST READING –**

*Ordinance No. 1258*

Ordinance to Amend Ypsilanti City Code Chapter 102 "Traffic and Vehicles," Article III "Stopping, Standing and Parking," Division 1 "Generally," by amending Section 102-61 "Parking rates" to have fines and fees for violations of that Section set by resolution of City Council.

A. Resolution No. 2015-243 , determination

**Offered By: Council Member A Brown, Seconded By: Council Member N Brown**

**Approved: Yes – 5; No – 0; Absent – 2 (Richardson, Murdock)**

B. Public Hearing (*scheduled November 17, 2015*)

**XIII. CONSENT AGENDA –**

Resolution No. 2015-244

1. Resolution No. 2015-245, approving appointments to Boards and Commissions.

**Offered By: Council Member Vogt, Seconded By: Council Member N Brown**  
**Approved: Yes – 5; No – 0; Absent – 2 (Richardson, Murdock)**

2. Resolution No. 2015-246, reappointing John Gilbreath as AHB Hearing Officer.

**Approved: Yes – 5; No – 0; Absent – 2 (Richardson, Murdock)**

**Offered By: Council Member Vogt, Seconded By: Council Member N Brown**

~~3. Resolution No. 2015-247, approving 2016 Council Meeting schedule.~~ **(Moved and heard during Section XIV, Resolutions/Motions/Discussions)**

**XIV. RESOLUTIONS/MOTIONS/DISCUSSIONS –**

1. Resolution No. 2015-247, approving 2016 Council Meeting schedule.

**Offered By: Council Member Vogt, Seconded By: Council Member N Brown**  
**Approved: Yes – 5; No – 0; Absent – 2 (Richardson, Murdock)**

2. Resolution No. 2015-105, approving Ordinance No. 1244, the adoption, amendment and restatement of the Depot Town Development Plan and Tax Increment Financing Plan (*Second Reading*)

3. **Offered By: Council Member A Brown, Seconded By: Council Member N Brown**

**Tabled: Yes – 5; No – 1 (Murdock); Absent – 1 (Richardson)**

4. Resolution No. 2015-248, approving DDA Intergovernmental Agreement.

**Offered By: Council Member N Brown, Seconded By: Council Member Vogt**  
**Tabled: Yes – 6; No – 0; Absent – 1 (Richardson)**

5. Resolution No. 2015-249, adopting the 80/20 health care option.

**Approved: Yes – 5; 1 – No (Robb); Absent – 1 (Richardson)**

**Offered By: Council Member Vogt, Seconded By: Council Member N. Brown**

6. Resolution No. 2015-250, approving construction engineering contract with Mannik &

Smith Group.

**Approved: Yes – 6; No – 0; Absent – 1 (Richardson)**

**Offered By: Council Member Robb, Seconded By: Council Member Vogt**

**XV. LIASON REPORTS –**

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Freight House
- E. Parks and Recreation
- F. Millennial Mayors Conference
- G. Ypsilanti Downtown Development Authority
- H. Eastern Washtenaw Safety Alliance
- I. Police-Community Relations/Black Lives Matter Joint Task Force

**XVI. COUNCIL PROPOSED BUSINESS –**

**XVII. COMMUNICATIONS FROM THE MAYOR –**

- Discussion of Planning Commission appointments

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

**XIX. COMMUNICATIONS –**

- November 10 and 19, 2015 – Goal Setting @ SPARK East, 215 W. Michigan Ave.

**XX. AUDIENCE PARTICIPATION –**

**XXI. REMARKS FROM THE MAYOR -**

**XXII. ADJOURNMENT –**

Resolution No. 2015-251, adjourning the Council meeting.

**Offered By: Council Member Murdock, Seconded By: Council Member Vogt**  
**The meeting adjourned at 9:23 p.m.**