

1. City Council November 17 Council Meeting

1. Council Meeting Agenda

Documents:

[FINAL AGENDA 11-17-15.PDF](#)

1.I. Council Meeting Packet

Council Meeting Packet

Documents:

[REVISED FINAL 11-17-15 CITY COUNCIL PACKET_REDACTED.PDF](#)

1.II. Council Meeting Action Minutes

Documents:

[ACTION MINUTES 11-17-15.PDF](#)



**CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS, 1 S. HURON
YPSILANTI, MI 48197
TUESDAY, NOVEMBER 17, 2015
7:00 P.M.**

I. CALL TO ORDER –

II. ROLL CALL –

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

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

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

V. AGENDA APPROVAL –

VI. INTRODUCTIONS –

VII. PRESENTATIONS –

Homelessness Strategy:

- Zero 2016 Initiative – Human Services Manager Andrea Plevak, Office of Community & Economic Development
- Winter Shelter Update – Amanda Carlisle, Director of Washtenaw Housing Alliance

VIII. AUDIENCE PARTICIPATION –

IX. REMARKS BY THE MAYOR –

X. PUBLIC HEARINGS –

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. **(Second Reading)**

- A. Resolution No. 2015-252, determination
- B. Open public hearing
- C. Resolution No. 2015-253, close public hearing

XI. CONSENT AGENDA –

Resolution No. 2015-254

1. Resolution No. 2015-255, approving minutes of November 3, 2015.
2. Resolution No. 2015-256, recognizing the Ypsilanti Community Band Association as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.
3. Resolution No. 2015-257, approving work and payment to Carr's Outdoor Services for city street crack sealing.
4. Resolution No. 2015-258, approving CDBG Agreement with Washtenaw County for 2015 ADA Ramps Infrastructure Improvement Project.
5. Resolution No. 2015-259, confirming appointment of Attorney Peter A. Letzmann as Alternate Administrative Hearing Officer.

XII. 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. 2015-260, approving contract with AKT Peerless.
4. Resolution No. 2015-261, approving notice of termination of Right of Re-Purchase and Estoppel Certificate to Family Dollar.
5. Resolution No. 2015-262, approving contracts for snow abatement and authorizing the City Manager to sign the contracts and determine the primary and alternate contractors.
6. Resolution No. 2015-263, amending the City of Ypsilanti fee schedule under the Section subtitled, "Parking Fees".
7. Resolution No. 2015-264, adopting process for City Manager and City Clerk evaluations.
8. Resolution No. 2015- 265, authorizing the City Treasurer to levy and assess on the December 2015 tax roll the unpaid special assessments.

XIII. 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

XIV. COUNCIL PROPOSED BUSINESS –

XV. COMMUNICATIONS FROM THE MAYOR –

Nominations:

Downtown Development Authority

Russell Olwell (replacing Ken Dobson)
201 Boone Hall, EMU
Ypsilanti, MI 48197
Term expiration: 7/7/2017

Parks and Recreation Commission

Evan Sweet (new appointment)
1103 Kingwood St.
Ypsilanti, MI 48197
Term expiration: 12/1/2015-12/1/2018

Linda Horne (reappointment)
205 Oak St.
Ypsilanti, MI 48198
Term expiration: 12/1/2015-12/1/2018

XVI. COMMUNICATIONS FROM THE CITY MANAGER –

XVII. COMMUNICATIONS –

- November 19, 2015 – Goal Setting 6:00-10:00 p.m. @ SPARK East, 215 W. Michigan Ave.
- 3rd Goal Setting Meeting – December 7 or 14th, 2015 (TBD)

XVIII. AUDIENCE PARTICIPATION –

XIX. REMARKS FROM THE MAYOR -

XX. ADJOURNMENT –

Resolution No. 2015-266, adjourning the Council meeting.



**CITY OF YPSILANTI
COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS, 1 S. HURON
YPSILANTI, MI 48197
TUESDAY, NOVEMBER 17, 2015
7:00 P.M.**

I. CALL TO ORDER –

II. ROLL CALL –

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

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

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

V. AGENDA APPROVAL –

VI. INTRODUCTIONS –

VII. PRESENTATIONS –

Homelessness Strategy:

- Zero 2016 Initiative – Human Services Manager Andrea Plevak, Office of Community & Economic Development
- Winter Shelter Update – Amanda Carlisle, Director of Washtenaw Housing Alliance

VIII. AUDIENCE PARTICIPATION –

IX. REMARKS BY THE MAYOR –

X. PUBLIC HEARINGS –

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. **(Second Reading)**

- A. Resolution No. 2015-252, determination
- B. Open public hearing
- C. Resolution No. 2015-253, close public hearing

XI. CONSENT AGENDA –

Resolution No. 2015-254

1. Resolution No. 2015-255, approving minutes of November 3, 2015.
2. Resolution No. 2015-256, recognizing the Ypsilanti Community Band Association as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.
3. Resolution No. 2015-257, approving work and payment to Carr's Outdoor Services for city street crack sealing.
4. Resolution No. 2015-258, approving CDBG Agreement with Washtenaw County for 2015 ADA Ramps Infrastructure Improvement Project.
5. Resolution No. 2015-259, confirming appointment of Attorney Peter A. Letzmann as Alternate Administrative Hearing Officer.

XII. 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. 2015-260, approving contract with AKT Peerless.
4. Resolution No. 2015-261, approving notice of termination of Right of Re-Purchase and Estoppel Certificate to Family Dollar.
5. Resolution No. 2015-262, approving contracts for snow abatement and authorizing the City Manager to sign the contracts and determine the primary and alternate contractors.
6. Resolution No. 2015-263, amending the City of Ypsilanti fee schedule under the Section subtitled, "Parking Fees".
7. Resolution No. 2015-264, adopting process for City Manager and City Clerk evaluations.
8. Resolution No. 2015- 265, authorizing the City Treasurer to levy and assess on the December 2015 tax roll the unpaid special assessments.

XIII. 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

XIV. COUNCIL PROPOSED BUSINESS –

XV. COMMUNICATIONS FROM THE MAYOR –

Nominations:

Downtown Development Authority

Russell Olwell (replacing Ken Dobson)
201 Boone Hall, EMU
Ypsilanti, MI 48197
Term expiration: 7/7/2017

Parks and Recreation Commission

Evan Sweet (new appointment)
1103 Kingwood St.
Ypsilanti, MI 48197
Term expiration: 12/1/2015-12/1/2018

Linda Horne (reappointment)
205 Oak St.
Ypsilanti, MI 48198
Term expiration: 12/1/2015-12/1/2018

XVI. COMMUNICATIONS FROM THE CITY MANAGER –

XVII. COMMUNICATIONS –

- November 19, 2015 – Goal Setting 6:00-10:00 p.m. @ SPARK East, 215 W. Michigan Ave.
- 3rd Goal Setting Meeting – December 7 or 14th, 2015 (TBD)

XVIII. AUDIENCE PARTICIPATION –

XIX. REMARKS FROM THE MAYOR -

XX. ADJOURNMENT –

Resolution No. 2015-266, adjourning the Council meeting.



Resolution No. 2015-252
November 17, 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 **Second and Final Reading**.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2015-253
November 17, 2015

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the public hearing on 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 officially closed.

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: November 5, 2015 (Washtenaw Legal News)

First Reading: November 3, 2015

Second Reading: November 17, 2015

Published: _____

Effective Date: _____



Resolution No. 2015 – 254
November 17, 2015

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2015-255, approving minutes of November 3, 2015.
2. Resolution No. 2015-256, recognizing the Ypsilanti Community Band Association as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.
3. Resolution No. 2015-257, approving work and payment to Carr's Outdoor Services for city street crack sealing.
4. Resolution No. 2015-258, approving CDBG Agreement with Washtenaw County for 2015 ADA Ramps Infrastructure Improvement Project.
5. Resolution No. 2015-259, confirming appointment of Attorney Peter A. Letzmann as Alternate Administrative Hearing Officer.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2015 – 255
November 17, 2015

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of November 3, 2015 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**CITY OF YPSILANTI
COUNCIL MEETING 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		

Council Member Anne Brown moved, seconded by Council Member Nicole Brown to excuse the absence of Mayor Pro-Tem Richardson.

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 –

VI. WORK SESSION – 6:00 – 7:00 p.m.

Snow Abatement – City Manager Ralph Lange

City Manager Lange provided a presentation on snow and ice removal. **(See Website)**

Mayor Edmonds asked if parking enforcement officers have provided support for the ordinance officer in the past. Ordinance Officer James Jackson responded the support began last year. Ms. Edmonds asked what that support would include. Mr. Jackson responded parking enforcement would assist him with warnings.

Council Member Robb stated in order for a City to be walkable a person must be able to travel through the City and the way this strategy is zoned it makes it difficult to move around the City. Mr. Robb stated many streets included in zone one should not be priority streets. Mr. Lange responded the zones were developed by considering the center of the community would have the greatest frequency of traffic. Mr. Lange added the concept is that not everything can be completed at once and staff will prioritize which streets in each zone effectively. Mayor Edmonds asked that major thoroughfares be given priority in each zone.

Mayor Edmonds asked if the policy should require a contractor to perform snow removal on City owned properties that are not a high priority. DPS Director Stan Kirton responded a strategy will be created that City owned residential properties will be plowed on route to remove snow from City facilities. Mayor Edmonds stated many residents of this City use a wheelchair and if sidewalks are not properly cleared it creates a huge barrier. Ms. Edmonds said she wants a plan to ensure that residential areas will be cleared for those individuals.

Council Member Anne Brown asked if the snow removal schedule be on the City's website. Mr. Kirton responded in the affirmative. Ms. Anne Brown asked if it will be specific enough that a resident will know when their subdivision will be cleared. Mr. Kirton responded no, the information on the website is not that specific.

Council Member Robb stated the ordinance states after a snowfall a resident has 24 hours to remove the snow from walkways. Mr. Robb stated that is published each year in the newspaper of record and that acts as the warning and the ordinance officer should not be giving residents a second warning. Mr. Robb stated the reason why the fee was reduced to \$15 was to encourage residents to shovel their walks in a timely fashion without giving them \$150 abatement. Mr. Robb added this process makes more work for the Ordinance Officer and the process was designed that a resident would have 24 hours before receiving abatement for shoveling their sidewalk.

City Clerk McMullan asked what if a resident does not receive the newspaper of record and is not aware of the ordinance. Mr. Robb responded ignorance of the law is not a defense. Council Member Nicole Brown asked if the notice could be sent to all properties in Ypsilanti. Mr. Robb responded that would be delivered as Class C mail and disregarded by most residents. Mayor Edmonds asked that could be placed in a properties water bill. Mr. Lange responded the City would have to discuss that with the Ypsilanti Community Utilities Authority.

Mayor Edmonds asked for input from the Non-Motorized Advisory Committee Chair Bob Krzewinski. Mr. Krzewinski responded the biggest issue is how inaccessible the City can become for handicapped residents after a snow storm. Mr. Krzewinski asked that the bike lanes also be plowed in the winter months. Ms. Edmonds stated she would like the Non-Motorized Advisory Committee to be involved in prioritizing areas for snow removal. Mr. Krzewinski stated the Non-Motorized Advisory Committee will also assist in getting the word out to neighborhood groups about the snow ordinance.

Mayor Edmonds stated last year when snow was plowed it was pushed into the handicapped spots so drivers were unaware that they were handicapped. Mr. Kirton responded DPS will ensure that does not become a problem this winter and bollards were installed so that handicapped parking is clearly marked.

Mayor Edmonds asked that if the City could examine how curb cuts can be kept clear with accessibility being the end goal. Ms. Edmonds asked that the City ensure commercial properties keep their walkways and curb cuts clear of snow. Ms. Edmonds suggested a pre-notification to commercial property owners to have a contractor in place before the first snowfall and any other tips to ensure Ypsilanti stays accessible. Mr. Lange responded he will delegate that to staff. Ms. McMullan added residents should receive the same information flier.

Mayor Edmonds asked if the See. Click. Fix. Site will be operational by the first snowfall. Assistant to the City Manager Ericka Savage responded that will be operational by no later than the beginning of December. Ms. Edmond stated residents want feedback of what happens to their complaint. Ms. Savage responded everything on the See. Click. Fix. Site will be public and will say what has happened with an individual complaint.

VII. INTRODUCTIONS –

Mayor Edmonds introduced the following individuals: City Clerk Frances McMullan, City Manager Ralph Lange, City Attorney John Barr, Assistant to the City Manager Ericka Savage, Human Relations Commissioner Sue Melke, Human Resources Manager Kevin

Welch, Non-Motorized Advisory Committee Chair Bob Krzewinski, Ypsilanti Downtown Development Authority Director Tim Colbeck, YDDA Treasurer Adam Gainsley, YDDA Chair Mark Teachout, and Mannik and Smith Group Vice President Walter Bolt.

VIII. PRESENTATIONS –

IX. AUDIENCE PARTICIPATION –

1. Bob Krzewinski, 706 Dwight St., thanked Council for their vote for the Border to Border Trail and recommended if they had not seen it yet to experience it for themselves. He stated he is here in support of the Mannik and Smith Group contract for the non-motorized crossing on Michigan Ave and he hopes Council approves of the contract.
2. Dyrall Holman, 950 Railroad St., stated he is here to share his anger and frustration at the lack of progress in improving race relations with the Police Department. He said he would like City Council to also stand up to injustice that is happening in Ypsilanti Township. He asked Council to take a more aggressive approach in solving this issue.

X. REMARKS BY THE MAYOR –

- Thanked Mr. Holman for coming and stated currently a taskforce is assessing policy changes in the Police Department. She said that taskforce is chaired by the Human Relations Commission Chair John Shuler and Council Member Nicole Brown. She added each Regular Council Meeting will contain an update from the taskforce during Liaison Reports. She said she has been in contact with both Eastern Michigan University Public Safety Department and Ypsilanti Township about concerns that have been brought to her attention by residents.

XI. MINUTES –

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

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Minutes of October 19 and October 20, 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

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

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: Council Member Anne Brown
SECONDED BY: Council Member Nicole Brown

City Attorney John Barr stated this ordinance change will make the parking enforcement fines in-line with that of the fee schedule.

On a roll call, the vote to approve Resolution No. 2015-248 was as follows:

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

VOTE:

YES: 5 NO: 0 ABSENT: 2 (Richardson, Murdock) VOTE: Carried

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.

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

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

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

OFFERED BY: Council Member Vogt

SECONDED BY: Council Member Nicole Brown

On a roll call, the vote to approve Resolution No. 2015-244 was as follows:

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

VOTE:

YES: 5 NO: 0 ABSENT: 2 (Richardson, Murdock) VOTE: Carried

XIV. RESOLUTIONS/MOTIONS/DISCUSSIONS –

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

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: Council Member Vogt

SECONDED BY: Council Member Nicole Brown

Council Member Anne Brown moved, seconded by Council Member Nicole Brown to reschedule the second meeting in January 2016 to January 19th.

On a voice vote, the motion carried, and the amendment to Resolution No. 2015-247 was approved.

On a voice vote, the motion carried, and Resolution No. 2015-247 was approved.

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)**

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: Council Member Anne Brown

SECONDED BY: Council Member Nicole Brown

Council Member Anne Brown moved, seconded by Council Member Vogt to table Resolution No. 2015-105 until the November 17th City Council Meeting.

Council Member Vogt stated he and Economic Development Director Beth Ernat had a meeting with several Depot Town business owners affected by the Depot Town TIF. Mr. Vogt stated for a variety of reasons there have been a lot of misconceptions of City Council and the YDDA's positions and actions. Mr. Vogt stated the Depot Town business community requested that this be tabled until the next meeting to allow more time for him and Ms. Ernat to address their concerns. Mr. Vogt stated the business community voiced they would be very upset with Council if the TIF plan were approved without their understanding. Mr. Vogt asked Mr. Barr if time would be an issue if this would be tabled until next meeting. Mr. Barr responded time would not be an issue.

On a roll call, the vote to table Resolution No. 2015-248 was as follows:

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

VOTE:

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

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

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: Council Member Nicole Brown

SECONDED BY: Council Member Vogt

Council Member Murdock stated Resolution No. 2015-105 and Resolution No. 2015-248 are dependent on each other and since Resolution No. 2015-105 was tabled this should be as well.

Council Member Anne Brown moved, seconded by Council Member Anne Brown to table Resolution No. 2015-248.

On a roll call, the vote to table Resolution No. 2015-248 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

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

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: Council Member Vogt

SECONDED BY: Council Member Nicole Brown

Human Resources Kevin Welch provided a presentation on Health Care. **(See Website)**

Council Member Robb stated the City currently employees nine people who pay 10% of their salary to health care and one firefighter who pays 12% of their salary and voiced his objection against this plan. Mr. Robb said the 80/20 means the City will comply with Public Act 152 if employees pay 20% of health care cost and that can be broken up dependent on pay rate. Mr. Robb stated the employees who earn the least are paying the largest percentage of their income. Mr. Welch agreed and said the hard cap option would require the City to capture the difference between the hard cap and what is charged by the end of the year. Mr. Welch stated every time there is a change in the employee census this will need to be recalculated and could potentially mean the amount charged to the employees would need to be adjusted.

Council Member Vogt asked if the 80/20 plan is selected is there a way to shift costs away from the employees earning the lowest to higher earning employees. Mr. Welch responded one way is to find the percentage of the aggregate that needs to be collected for the current plan and the same aggregate needed to be collected for the higher deductible plan. Mr. Welch said the higher deductible would require less of a contribution from the employee, around 16%, but that would not address spreading the cost between higher and lower paid employees.

Mr. Lange stated his issue is the City should never be in a position to disconnect itself from how it pays for something and how much it costs. Mr. Lange stated the high deductible options give employees the opportunity to choose a plan that costs less upfront.

On a roll call, the vote to approve Resolution No. 2015-249 was as follows:

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

VOTE:

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

5. Resolution No. 2015-250, approving construction engineering contract with Mannik & Smith Group.

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: Council Member Robb

SECONDED BY: Council Member Vogt

City Manager Lange introduced Mannik and Smith Group Vice President Walter Bolt and said that he is extremely proud that the City has already saved around \$100,000 on the Prospect Rd. project.

Council Member Murdock asked if the end of Grove St. would be included in this project. Mr. Lange responded in the affirmative.

On a roll call, the vote to approve Resolution No. 2015-250 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

XV. LIASON REPORTS –

- A. SEMCOG Update – Council Member Anne Brown stated Governor Snyder spoke about Michigan talent at the Fall Assembly.
- B. Washtenaw Area Transportation Study – Council Member Murdock stated additional funds are being solicited for a match for the I-94 pedestrian crossing. He said construction might begin next year. He added there have been discussions about extending the crossing into the township which would add to the cost as well as other issues. He said Transportation Alternative Program Grant applications are due this month and the Highway Bill is removing TAP grants but there is an amendment to add them.
- C. Urban County – Mayor Edmonds stated there was a discussion on the criteria that should be built into the housing equity study. She stated there was not a consensus reached at that meeting.
- D. Freight House – Ms. Ernat stated there has been an issue that the plumbing drawings do not match what is at the site. She said there is a meeting tomorrow to resolve that issue which should find a resolution fairly quickly.

- E. Parks and Recreation – Council Member Anne Brown stated she attended the Department of Natural Resources conference on partnerships and parks. She said there were around 100 people in attendance from all over Michigan and she had the chance to see the new outdoor activity center in Detroit. She stated she was given four examples of public/private partnerships regarding parks and how to make those work.

Council Member Murdock asked if funds could be used for blight elimination. Mayor Edmonds responded funds can be used for down payment assistance, rehab, and new construction not blight elimination.

- F. Millennial Mayors Conference – No meeting
G. Ypsilanti Downtown Development Authority – Mayor Edmonds stated she is excited to have Andrew O’Neal on the Board.
H. Eastern Washtenaw Safety Alliance – No meeting
I. Police-Community Relations/Black Lives Matter Joint Task Force – Council Member Nicole Brown stated the task force is meeting again on Monday, November 9th. She said during the first meeting the task force just went through the information that had been collected.

Council Member Robb stated Commissioner Shuler’s term expired on November 1st and he can no longer sit on that Commission. Mr. Robb asked if Mr. Shuler would be reappointed or replaced. Mayor Edmonds responded she has been going through applications and discussing with HRC members what they feel would best help the Commission moving forward.

XVI. COUNCIL PROPOSED BUSINESS –

Anne Brown

- Stated she, Council Member Murdock, Economic Development Director Beth Ernat, Ypsilanti Community Utilities Authority, and representation from the Township attended a meeting to discuss proposed parks. She said the meeting consisted of initial discussions and will be meeting again next week.
- Said the Equity Summit is scheduled for Monday, November 9th at Washtenaw Community College from 8 a.m. to 12 p.m.

— COMMUNICATIONS FROM THE MAYOR –

- Discussion of Planning Commission appointments
- Stated there are still openings on the Planning Commission and until yesterday all applicants have been from Ward 2. She added she would like to add more representation from Ward 1 and asked if Council would like to hold off appointments until there are more interested parties from Ward 1.

Council Member Nicole Brown responded she would like to wait to make appointments and she has been in discussions with Mayor Pro-Tem Richardson on possible interested individuals from that Ward. Ms. Edmonds agreed.

Council Member Murdock asked if there are two vacancies on the Planning Commission. Ms. Ernat responded in the affirmative.

Council Member Vogt stated he is concerned with competency of the issues and when individuals are found who are appropriate they should fill those positions.

Mr. Vogt added what Ward those individuals reside in is not as great of importance.

- Stated she had a meeting with EMU's Department of Women's Studies around an initiative called Cities for Seadog created by the International Charter of the United Nations on the status of women. She stated the campaign focuses on cities to ratify the charter. She said there are several things the City could analyze specifically domestic violence and human trafficking.
- She stated there will be a brief presentation during the next City Council Regular Meeting about warming centers, shelters, and the project to end homelessness.
- Stated she spoke with the Chair of Africology at EMU about the possibility of internships with the City.

XVII. COMMUNICATIONS FROM THE CITY MANAGER –

- Stated the crane will arrive tomorrow to build the Heritage Bridge.
- Said Adams St. is now open.
- Said he is working on the recovery plan for the City.
- Stated he is pleased the Fire Department has the anti-heroin overdose drug Naloxone.
- Stated there is a big announcement for Ypsilanti Community Schools Tomorrow, November 4th.
- He asked if he could return later to discuss the City's response to the MSHDA report about Water Street.

XVIII. COMMUNICATIONS –

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

Mayor Edmonds stated she and Clerk McMullan are finalizing the facilitation for goal setting. Ms. Edmonds stated the facilitator will be contacting everyone to gauge what the expectations for processes and outcomes.

City Clerk McMullan stated the November 10th meeting begins at 7:00 p.m. and the 19th begins at 6:00 p.m.

Ms. Ernat reminded that Friday, November 6th the Commercial Space Team in conjunction with First Fridays will be highlighting move in ready spaces in the downtown beginning at 4:00 p.m. Ms. Ernat said 16 N. Washington appeared before the Administrative Hearings Bureau and the owner of the building has been very cooperative. Ms. Ernat explained the owner has hired a contractor and repairs are beginning and has cleaned out the second floor and beginning to clean out the first floor. She added 1404 Whittier is now in the court system and has been assisted by help from Southeastern Michigan Legal Services and she hopes the property will be repaired sooner than later.

City Manager Lange stated he has noticed a lot of work being completed around town.

— Mayor Edmonds asked what the timeline is for the website.

Ms. Savage responded the trainings will be held on December 8th and 9th for the website and it is on track to be implemented by the end of December beginning of January. Ms. Savage added See. Click. Fix should be implemented by early December.

— Stated the African American History Mural project will be officially unveiled Wednesday, November 11th at 11 a.m.

Council Member Murdock stated that Dos Hermanos will unveil its mural Saturday, November 7th at 11:00 a.m.

Ms. Savage stated she needs the Council Member Bios for the website.

Ms. Ernat stated the Riverwalk Commons project has gone through the approval process and approved by MSHDA and is in the process of loan approval by the loan committee. Ms. Ernat stated in order to go to the loan Herman and Kittle were asked to provide an environmental review and have hired ASTI Environmental as a consultant for that review. ASTI submitted environmental reports to MSHDA that were 20 years old and the City asked ASTI to stop. Ms. Ernat stated the reports did not include any remediation that has been completed in that time. At that time AKT Peerless was asked to go through all records the City has on the remediation of Water Street. A new map was prepared along with documentation of compliance and preemptively met with the Department of Environmental Quality (DEQ) and asked them to review documents the City provided. Ms. Ernat said the draft was then filed with MSHDA and the City expected information from MSHDA on what the City would need for further investigation. What was received is a five page email with two separate reviews from two companies and a review from MSHDA. The review provided from MSHDA did not address what the City should provide, it addressed an opinion of what has been completed. Ms. Ernat stated the HMA report's review was very fair and asked for documentation and activities to be provided and the City has always worked toward providing those activities which is why a draft plan was submitted.

Jeremy McCallion, AKT Peerless, stated he has been involved with this sight since 2006 when he worked with Washtenaw County. Mr. McCallion said in 2014 a plan was put into place to develop a brownfield plan, identify the eligible activities that could be done on the site, and each individual work plan would be identified per the project. That process began with the Riverwalk Commons and worked in concert with ASTI to identify the activities that would be done on site to satisfy both the DEQ requirements and MSHDA requirements. Through that process all documentation was reviewed and in that process AKT Peerless was informed by a MSHDA memo that a new care plan would need to be developed for the surrounding property. Information was collected and maps were created based on how the Water Street site plan and would require both MSHDA and the DEQ to review and approve the documentation of Due Care Compliance. Mr. McCallion stated the response indicated the additional data would be required and a greater investigation needs to be completed to assess potential health risks to Riverwalk Commons. Mr. McCallion said the process is at the place that it was estimated to be at this time and he said he would prefer to have more information before responding to the MSHDA email.

Louis Stultz, AKT Peerless, stated this process has been 20 years of investigation and in 2004 was the last time a Due Care Compliance plan was created and the draft plan includes all new information that ASTI had completed in 2014 and 2015. Mr. Stultz said there have been hundreds of tests completed on that site at various depths. Mr. Stultz said the way that functions is each investigation had a goal to find a particular thing and samples were biased toward that. Mr. Shultz stated in looking at the data it was evident that not many shallow soil samples were taken across the entirety of the site. Mr. Stultz stated that data will need to be augmented because the shallow soil is the direct contact concern which was mentioned in the email.

Mayor Edmonds asked if the DEQ will provide a formal response directing the City to complete certain tasks. Mr. Stultz responded the DEQ will complete a formal review once the document is finalized.

Council Member Murdock stated at the very least the City has a public relations disaster. Mr. Murdock asked what has to be done to determine what contaminates is located on the site, what is the plan of action and what will it cost. Mr. Stultz responded this will require a two pronged approach for a resolution: first the incomplete data discussed in both the MSHDA email and the HAT Matthews report will need to be reviewed and clarify the documentation and the second task will be to take around 70 shallow test samples across the site to fill in the gaps in data. Mr. Stultz said once that data is completed a report can be made of what is present and not present in the soil and the impact it will have.

Ms. Ernat asked if it could be explained how after the remediation how contaminants could still be located at the site. Mr. Stultz responded there could be an issue with finding clean fill soil to replace what was removed and if when the soil was removed 20 years ago was it surveyed and to verify if it was the boundaries of the excavation would need examined to make sure what was sampled is not outside of that.

Council Member Murdock asked if there is a specific location of the PCBs. Mr. Stultz responded there is a large area in the central portion of the property closest to the river that was excavated in the past that was affected by PCBs and the three acre site for Riverwalk Commons is near to that.

Ms. Ernat asked what can be done to safely place new development on a brownfield site. Mr. McCallion responded the Riverwalk Commons would be dealing with all of their onsite issues per Due Care requirements and the development process would identify exactly what they would need to do. Mr. McCallion stated in this instance there is surrounding property that MSHDA has identified as having potentially harmful activities and per the DEQ the owner of the site is responsible for the due care obligations which is the City. Mr. McCallion stated in this situation the timeline for investigation has been sped up and needs to be completed prior to MSHDA approval of the Riverwalk Common site. Mr. Stultz added usually a development has three choices; digging up a contamination, which would be the preferred method for this site, engineering controls such as a vapor barrier, and the third option is a combination of both.

Mayor Edmonds stated the standards listed are accepted nationally for developing brownfield sites. Mr. Stultz stated it has been the intention of AKT Peerless to remove the contamination for the development the entire time.

Council Member Murdock stated when there are PCBs present and it is decided to remediate and then develop, he isn't certain that many will want to live at that development. Mr. Stultz responded as long as the PCBs are capped and contained there is no danger, but for a residential development you do not want that stigma.

Council Member Murdock asked how long this will delay the Herman Kettle development. Ms. Ernat responded she does not have a solid answer but by tomorrow, November 4th she expects to have a proposal from AKT Peerless to begin the work that they have described tonight which and will be brought to Council at the November 17th meeting. Ms. Ernat stated Herman and Kettle would like to look at their options and might want to move their site one block over and if they do that it would answer MSHDA's concerns but does not answer the concerns of the City. Ms. Ernat stated if the site is moved it would restart the process it would restart the PILOT and the public hearings that would require, the Planned Unit Development, and the amount of money they would need to put into their engineering. Ms. Ernat stated from a planning standpoint she would be okay with that, however, the contaminated lot would still need to go through remediation in order to be developed.

Mr. Lange asked how much Community Development Block Grant funds are supposed to be allocated for the remediation of this site and said there is a much bigger problem if \$3 million dollars was spent on clean-up and the clean-up wasn't effective. Mr. Lange added the record of the clean-up must be there to be examined. Mr. McCallion responded the remediation was completed the issue is the boundary that was used for the clean fill.

Council Member Murdock stated when this project first came to Council one of the bonuses was that it would be located on area that would require remediation activities. Ms. Ernat responded in the affirmative. Mr. Murdock stated the original plans for that site were to do nothing.

Ms. Ernat stated the plus for this information coming out is it pushes this forward to do the testing and the City will receive the official review. Mr. McCallion stated the issue with this project is it requires MSHDA funding which has higher requirements than DEQ. Mr. McCallion added moving the site will not solve all of MSHDA's issues. Ms. Ernat stated the DEQ is the standard for Michigan and she would say with certainty that MDEQ has some of the highest environmental standards in the country. Ms. Ernat said because the project is dependent on MSHDA funds which channel through the Department of Housing and Urban Development (HUD) there is not a basic standard. Ms. Ernat stated the issue is how that can be addressed if there is not a standard that can be achieved.

Council Member Vogt asked if the City has been following MDEQ standards. Ms. Ernat responded in the affirmative. Mr. Vogt asked if the MSHDA email was a surprise to staff. Ms. Ernat replied in the affirmative and added the MSHDA email is over reaching and absurd. Ms. Ernat added the meeting she attended with Council Member Anne Brown was also over reaching, accusatory, and very demeaning. Ms. Ernat stated the City will work off of the Hant Matthews report because those are real questions and if the standard the City has been working from the beginning of the process. Mr. Stultz said the DEQ will not allow a site to be redeveloped if knowingly people are put at risk. Mr. Stultz stated there are areas on Water Street that will be more difficult to develop as residential than other parcels on the site. Mr. Stultz said those parcels can still be developed as residential it will just cost more and it comes down to individual developers and the process they wish to follow. Mr. Stultz stated the other documentation will be found that is being asked for and additional investigation of shallow soils will be completed. Mr. Stultz added each site will be assessed and a report will be given that includes any contaminant on that site.

Mr. Lange stated moving the development to the west is not an option if the dust cloud is a real threat. Mr. Lange stated the MSHDA email stated the Herman Kittle site was well contained and safety is of his greatest concern. Mr. Lange stated during the construction of the Border to Border Trail excavation was required and the DEQ had to approve that project. Mr. Lange stated the City has a moral and professional obligation that any development would be a fair and reasonable place that he would be willing to live.

Mayor Edmonds asked as this site is developed piece by piece what is process for containment and if there are certain tree species that could assist in that containment. Mr. Stultz responded there are all kinds of types of remediation but he is not particularly familiar with using certain species of trees as a part of the remediation. Mr. Stultz stated for this particular site the shallow soils will contain metals and PCBs and the easiest thing to do is to remove them.

XIX. AUDIENCE PARTICIPATION –

1. Nathan Phillips, 509 N. Washington St., stated the Water Street site contains and Native American burial ground and asked what will be down when human remains are discovered. He said since that burial ground was developed on he had to cremate his wife when she passed. He said do not desecrate that burial site and continue to curse the City.

XX. REMARKS FROM THE MAYOR –

- She said staff has been preparing historical documents to form a presentation regarding how to address the burial ground.

XXI. ADJOURNMENT –

Resolution No. 2015-251, 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 Murdock

SECONDED BY: Council Member Vogt

On a voice vote, the motion carried, and the meeting adjourned at 9:23 p.m.



REQUEST FOR LEGISLATION
November 17, 2015

From: Frances McMullan, City Clerk

Subject: Charitable Gaming License – Ypsilanti Community Band Association

SUMMARY & BACKGROUND:

The Ypsilanti Community Band Association (YCBA) is a non-profit organization that is primarily parent run, and its mission is to support the band programs in the Ypsilanti Community School District.

The organization would like to host fundraising events at the Roundtree Bar and Grill, 2203 Ellsworth Road, Ypsilanti, MI 48197 and the American Legion, 100 Ecorse Road, Ypsilanti, MI 48198 four times between the months of February and May, 2016 to be held one weekend a month over the course of Thursday – Sunday.

Please contact Dana Leahy, President, at () for further information.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution
 Letter from President
 Tax Exempt letter

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 11/17/15

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2015 - 256
November 17, 2015

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council recognizes the Ypsilanti Community Band Association (YCBA) as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Good Afternoon,

My name is Dana Leahy, I am a representative of the Ypsilanti Community Band Association (YCBA). The YCBA is a non-profit organization that is primarily parent run and its mission is to support the band programs in Ypsilanti Community School District across all levels. Attached is our informational letter we give to all new band families which explains what we do.

We are currently applying for a gambling license through the state of Michigan to hold poker nights/millionaire parties as an avenue of raising funds. The locations we are hoping to use are Roundtree Bar and the American Legion. As soon as our application is approved we will do the fundraiser 4 times between the months of February and May. They will be held one weekend a month over the course of Thursday – Sunday.

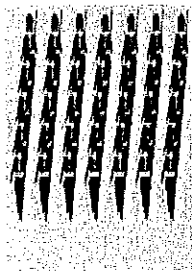
I am currently the contact and my phone number is [REDACTED]

Sincerely,

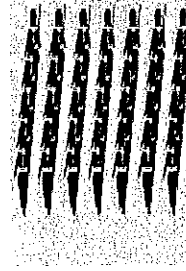
[REDACTED]
Dana Leahy

President

Ypsilanti Community Band Association



Ypsilanti Community Band Association



The Ypsilanti Community Band Association (YCBA) mission is to uphold and advance the tradition of instrumental music education and performance in the Ypsilanti Community Schools. The vision is to have a band program the students cannot wait to join, parents enthusiastically serve, donors are willing to support and the community claims as a point of civic pride.

The YCBA goals are as follows:

Participation: To recruit and retain students in the middle and high school band programs and build a volunteer corp that draws from parents, band alumni and the community

Fundraising: To raise funds to support current aspirations and sustain them from year to year and to establish an endowment that will benefit the band program over the long term

Recognition: To intensify the appreciation for the band program's value to the Ypsilanti Community School and shine a light on the the band program's connection to Ypsilanti's past and future

Performance: To create a long term plan for instrument and uniform upkeep/replacement and storage and support the students who want to participate in band camp and other travel tours as planned.

To accomplish these goals the YCBA needs the participation of all active members of marching band, symphonic band, wind symphony and jazz band. We also need active participation from the family members of all band students. The YCBA meets every second Tuesday of the month at 7pm in the band room of the high school. Every family should plan on attending the meetings and providing their support in organizing and fundraising as needed. There are big jobs, small jobs and lot's of jobs in between. As we know many hands make light work and we are excited to meet the new families who join us every year.

Pursuant to the organizations Bylaws, the YCBA is a 501 (c) (3) non-profit tax exempt parent booster organization, and like all such organizations we depend on the generosity of our members and supporters. We are a subordinate member of Parent Booster USA Inc. and use the tax exempt ID provided to us by our membership of that group. **Contributions to the YCBA are tax deductible** and will qualify for most employer charitable matching grant programs. If you are interested in making a contribution, or know someone who is please contact us.

Thanks for joining and we look forward to seeing you at the meetings!



ParentBoosterUSATM
parentbooster.org

8/25/2015

Ypsilanti Community Band Association
1201 S. Congress St
Ypsilanti, MI 48197

To whom it may concern,

This letter confirms that the Ypsilanti Community Band Association
EIN: 47-3973666 , has been a member of Parent Booster USA, Inc. (PBUSA),
GEN 5271, since May, 8 2015 and is in good standing through December 31,
2015.

As a subordinate member of PBUSA, the Ypsilanti Community Band Association
is recognized as exempt from federal income tax under PBUSA's IRS issued
group exemption (GEN: 5271) as a section 501(c)(3) tax-exempt
organization. Attached you will find a copy of PBUSA's Group Exemption
Ruling Letter from the IRS. Also attached is a copy of PBUSA's recent IRS
Affirmation Letter.

Per IRS Publication 4573, *Group Exemptions*, (attached) potential donors
may "verify that an organization is a subordinate under a group exemption
ruling by consulting the official subordinate listing approved by the central
organization or by contacting the central organization directly." PBUSA's
official subordinate listing is available on Parent Booster USA's website
(<http://parentbooster.org>), via the "PBUSA Public Member Directory" link.

If you or others have questions about your organization's federal tax exempt
status please contact the PBUSA Support Center at 866-936-6209. We are
happy to help.

Best regards,

[Redacted Signature]

Victoria Martinez
Member Services Manager
Parent Booster USA, Inc.

3554 West Orange Country Club Drive, Suite 250, Winter Garden, FL 34787
Ph: 866-936-6209 Fax: 866-936-1672 Info@ParentBooster.org



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

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

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

called to order by _____ on _____
DATE

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

Moved by _____ and supported by _____

that the request from _____ of _____
NAME OF ORGANIZATION CITY

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

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

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

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

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

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R10/06)



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

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

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

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

**REQUEST FOR LEGISLATION**

DATE: October 28, 2015

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Approve work completed

**SUMMARY/BACKGROUND**

DPS apparently got ahead of themselves and ordered City street crack sealing from Carr's Outdoor Services Inc. The work was within the DPS budget. Carr's did the work and billed the city. The bill was honored and paid. Later it appeared that there was no council approval for the contract was over \$25,000 This is a request for City Council to approve the matter retroactively to complete the audit trail.

ATTACHMENTS: Proposed Resolution

RECOMMENDED ACTION: Adoption of the Resolution

---

---

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

CITY MANAGER COMMENTS:

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

COUNCIL ACTION TAKEN:

S:\Clerk's Office\CITY COUNCIL MEETINGS\CITY COUNCIL MEETINGS\2015 City Council Meetings\11-17-15\Consent Agenda\Carr's Outdoor\RFL approve retroactive Carr's crack sealing 102815.doc



Resolution No. 2015-257  
November 17, 2015

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

WHEREAS, certain crack sealing work performed by Carr's Outdoor Service, Inc referenced by invoice number 2728 has been satisfactorily completed, and the city has paid for said work, and

WHEREAS, the city needs a complete record and approval for audit files.

NOW THEREFORE BE IT RESOLVED THAT, the said work, contract and payment is approved.

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

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

YES:            NO:            ABSENT:            VOTE:

## REQUEST FOR LEGISLATION

From: Stan Kirton, Director of Public Services

Date: November 17, 2015

Subject: Agreement with the County Washtenaw Community Development, Community Development Block Grant Program (CDBG)

### Summary and Background:

Washtenaw County administers CDBG funds received through the United States Department of Housing and Urban Development's (HUD) Community Development Block Grant Entitlement Communities Grant (CDBG). The City of Ypsilanti is a member of the Washtenaw County, Urban County Program. The Urban County Program disperses Community Development Block Grant (CDBG) funds to participating members. The 2015 CDBG Urban Funding includes funds for Infrastructure Improvement Projects, including funds for ADA sidewalk ramp replacement (The City of Ypsilanti Sidewalk Ramp Replacement Program) in low to moderate income areas within the city in the amount of \$50,000.

An agreement between the City of Ypsilanti and Washtenaw County is necessary to utilize the appropriated CDBG funds for the 2015 City of Ypsilanti Infrastructure Improvement Project. The scope of work includes: removal of existing non compliant ADA ramps and replacement with ADA compliant sidewalk ramps, the construction of ADA compliant ramps where needed, addition of integral curbs as needed and restoration of disturbed margin areas.

Attachments: Resolution, Agreement with CDBG

Recommended Action: Approval

Date Received: November 12, 2015 Agenda Item No.: \_\_\_\_\_

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

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

For Agenda of November 17, 2015

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



Resolution No. 2015-258  
November 17, 2015

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

WHEREAS, Washtenaw County administers CDBG funds received through the United States Department of Housing and Urban Development's (HUD) Community Development Block Grant Entitlement Communities Grant (CDBG); and

WHEREAS, the City of Ypsilanti is a member of the Washtenaw County, Urban County Program; and

WHEREAS, the Urban County Program disperses Community Development Block Grant (CDBG) funding to participating members; and

WHEREAS, the 2015 CDBG Urban Funding includes funds for Infrastructure Improvement Projects, including funds for ADA sidewalk ramp replacement in low to moderate income areas within the city (The City of Ypsilanti Sidewalk Ramp Replacement Program) in the amount of \$50,000 in 2015 funding; and

WHEREAS, an agreement is needed between the City and Washtenaw County in order to utilize the appropriated funds.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the proposed agreement; and

FURTHER, that the Mayor and City Clerk are authorized to sign this agreement, and the City Manager is authorized to make change orders, subject to approval by the City Attorney.

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

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

YES:

NAYS:

ABSENT:

VOTE:

## COUNTY OF WASHTENAW, MICHIGAN

CR \_\_\_\_\_

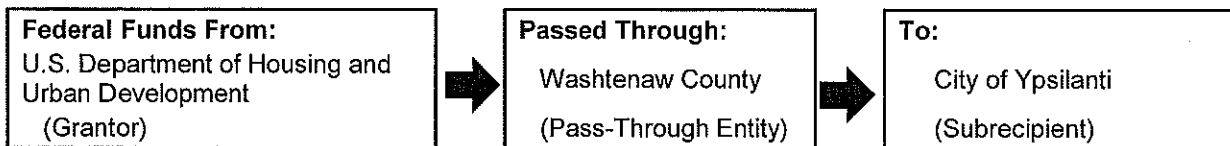
### Agreement for Subaward of Federal Financial Assistance

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this 26 day of July, 2015, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, *the City of Ypsilanti*, located at *One South Huron Street, Ypsilanti, MI 48197* (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the **U.S Department of Housing and Urban Development Community Development Block Grant (CDBG) program** as requested by the Subrecipient in its application to the County for federal financial assistance.

#### Flow of Federal Financial Assistance in this Subaward Agreement



#### ARTICLE I – REQUIRED DATA ELEMENTS

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

|                                                                                                                          |                               |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Subrecipient Name (must match registered name in DUNS)                                                                   | City of Ypsilanti             |
| Subrecipient DUNS Number                                                                                                 | 131336260                     |
| Federal Award Identification Number (FAIN)                                                                               | B-15-UC-26-006                |
| Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency) | July 01, 2015                 |
| Subaward Period of Performance (start and end date)                                                                      | July 26, 2015 – July 30, 2016 |
| Amount of Federal Funds Obligated by this Agreement                                                                      | \$50,000.00                   |
| Total Amount of Federal Funds Obligated to the Subrecipient                                                              | \$50,000.00                   |

|                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Total Amount of the Federal Award                                                                                                                                                                                                                                                                                                                                                                                          | \$1,832,712.00                                                                                                                                                                     |
| Federal Award <b>Project Description</b> (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)                                                                                                                                                                                                                       | The City of Ypsilanti proposes to reconstruct approximately 76 curb cuts according to the American's with Disability Act (ADA) and Uniform Federal Accessibility Standards (UFAS). |
| Name of Federal Awarding Agency                                                                                                                                                                                                                                                                                                                                                                                            | The Department of Housing and Urban Development (HUD)                                                                                                                              |
| Name of County (Pass-Through Entity)                                                                                                                                                                                                                                                                                                                                                                                       | Washtenaw County                                                                                                                                                                   |
| Name and Contact Information for Awarding Official                                                                                                                                                                                                                                                                                                                                                                         | Verna McDaniel<br>220 N. Main<br>P.O. Box 8645<br>Ann Arbor, MI 48107<br>Phone: 734-222-6850                                                                                       |
| CFDA Number and Name                                                                                                                                                                                                                                                                                                                                                                                                       | 14.218 Community Development Block Grant Program                                                                                                                                   |
| Is this Subaward for Research and Development? (answer Yes or No)                                                                                                                                                                                                                                                                                                                                                          | No                                                                                                                                                                                 |
| Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used). Subrecipient may choose to charge only direct costs to this agreement. | Not applicable                                                                                                                                                                     |

In consideration of the promises below, the parties mutually agree as follows:

## ARTICLE II - SCOPE OF SERVICES

The Subrecipient will agree to use COUNTY CDBG funds for the eligible costs of re-constructing approximately 76 curb cuts listed and mapped in Attachment A, so that they meet American's with Disabilities Act (ADA) and Uniform Federal Accessibility Standards (UFAS). The contract will be paid for with 2015 Urban County CDBG funding in accordance with the budget in Attachment B.

## ARTICLE III - PAYMENT AND CASH MANAGEMENT

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

Section 1 - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

#### ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to *Brett Lenart, Interim Director of Community and Economic Development* and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - The Subrecipient shall submit financial reports quarterly to *Washtenaw County Office of Community and Economic Development*. The Subrecipient shall submit programmatic reports quarterly to *Lindsay Wallace, Management Analyst, Office of Community and Economic Development*.

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County.

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of three years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request.

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement.

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.

Section 10 - The Subrecipient shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement.

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

#### ARTICLE V - TERM

This agreement begins on *July 26, 2015* and ends on *July 30, 2016 with an option to extend an additional six month(s)*. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

#### ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this agreement.

Section 4 - The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

1. Standard Assurances

2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
3. Audit Certification

#### ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.
2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

#### ARTICLE VIII- PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the County's written approval.

Section 2 - The Subrecipient will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

#### ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct,

control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

#### ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient.

#### ARTICLE XI- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this agreement.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory

certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o: **INSERT DEPARTMENT & CR#** \_\_\_\_\_, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

#### ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

#### ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

#### ARTICLE XIV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

#### ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Subrecipient will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Subrecipient agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Subrecipient, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

#### ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$12.00 per hour with benefits or \$14.07 per hour without benefits. Agreementor agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2016 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

#### ARTICLE XVII - ASSIGNS AND SUCCESSORS

This agreement is binding on the County and the Subrecipient, their successors and assigns. Neither the County nor the Subrecipient will assign or transfer its interest in this agreement without the written consent of the other.

#### ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient

shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

#### ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

#### ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

#### ARTICLE XXI - PAYROLL TAXES

The Subrecipient is responsible for all applicable state and federal social security benefits and unemployment taxes for its employees and agrees to indemnify and protect the County against such liability.

#### ARTICLE XXII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

#### ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Subrecipient, will be incorporated into this agreement by written amendments signed by both parties.

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

#### ARTICLE XXIV - CHOICE OF LAW AND FORUM

This agreement is to be interpreted by the laws of the State of Michigan. The parties agree that the proper forum for any disputes or litigation arising out of this agreement is in Washtenaw County, Michigan.

The County and the Subrecipient agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party

in such litigation. This is not to be construed as a waiver of governmental immunity for either party.

#### ARTICLE XXV - EXTENT OF AGREEMENT

This written agreement, including any attachments thereto, represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

#### ARTICLE XXVI – PRIVITY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

#### ARTICLE XXVII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

#### ARTICLE XXVIII - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

ATTESTED TO:

WASHTENAW COUNTY (Pass-Through Entity)

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

By: \_\_\_\_\_  
Verna J. McDaniel (DATE)  
County Administrator

APPROVED AS TO CONTENT:

City of Ypsilanti (Subrecipient)

By: \_\_\_\_\_  
Brett Lenart (DATE)  
Interim Director

BY: \_\_\_\_\_  
Amanda Edmonds (DATE)  
Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Curtis N. Hedger (DATE)  
Office of Corporation Counsel

**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

|                                             |  |                |  |
|---------------------------------------------|--|----------------|--|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL |  | TITLE          |  |
| APPLICANT ORGANIZATION                      |  | DATE SUBMITTED |  |

## **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

### **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### **3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 —

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

\_\_\_\_\_  
Name of Subrecipient Organization

\_\_\_\_\_  
Printed Name and Title of Subrecipient's Authorized Representative

\_\_\_\_\_  
Signature of Subrecipient's Authorized Representative

\_\_\_\_\_  
Date

## Subrecipient Audit Certification

### Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program: \_\_\_\_\_ CFDA Number: \_\_\_\_\_

#### Subrecipient Information:

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

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

City, State, Zip Code: \_\_\_\_\_

Independent Audit Firm: \_\_\_\_\_

Certification for Fiscal Year Ending (mm/dd/yyyy): \_\_\_\_\_

#### (Check appropriate box):

☐ I certify that the Subrecipient shown above **does not expect** to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.

☐ I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

\_\_\_\_\_  
Signature of Subrecipient's Authorized Representative

\_\_\_\_\_  
Date

For Washtenaw County Use Only

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

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

## **ATTACHMENT A- SCOPE AND LOCATION OF SERVICES & PROJECT TIMELINE**

### **NARRATIVE DESCRIPTION/ SCOPE OF WORK:**

WASHTENAW COUNTY will contract with the **CITY** for the eligible costs of re-constructing **Curb Cuts**, as described in the Scope of Services, to meet the American's with Disabilities Act (ADA) and Uniform Federal Accessibility Standards (UFAS). The improvement project will be paid for with 2015 CDBG funding in accordance with the budget in Attachment B.

### **Ramp Locations:**

|                                 |         |
|---------------------------------|---------|
| Buffalo St. @ S. Adams          | 8 Ramps |
| Second @ Small Place            | 6 Ramps |
| Small Place @ Hart Place        | 6 Ramps |
| Ferris St. @ S. Adams           | 8 Ramps |
| Ferris St. @ S. Washington St.  | 8 Ramps |
| Harriet St. @ S. Adams          | 6 Ramps |
| Harriet St. @ S. Washington St. | 2 Ramps |
| Emmet St. @ N. Hamilton St.     | 8 Ramps |
| Emmet St. @ Ballard St.         | 8 Ramps |
| Emmet St. @ Perrin St.          | 8 Ramps |
| Emmet St. @ College Place       | 8 Ramps |

### **PROJECT TIMELINE:**

| <b>Activity</b>                                                                                                                                                       | <b>Deadline</b>            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| CITY will award contract to most responsible and responsive bidder.                                                                                                   | August 4, 2015             |
| Contractor will begin curb cut work.                                                                                                                                  | September 7, 2015          |
| Office of Community Development will perform Davis-Bacon Interviews.                                                                                                  | November, 2015 – May, 2016 |
| Contractor will achieve substantial completion of curb cuts project.                                                                                                  | May 30, 2016               |
| Contractor will complete construction and OCED and/or CITY will perform a final inspection.                                                                           | June 30, 2016              |
| CITY will submit request for reimbursement, along with accompanying sworn statements and required, original Davis-Bacon payroll forms and Section 3 compliance forms. | July 30, 2016              |
| <b>Project Completion Date: July 30, 2016</b>                                                                                                                         |                            |

**ATTACHMENT B- PROJECT BUDGET**

**SUMMARY OF TERMS:**

The COUNTY agrees to pay to or on behalf of the CITY the sum of **Fifty Thousand Dollars and Zero Cents (\$50,000.00)** in 2015-2016 CDBG Funds according to the budget below:

**PROJECT BUDGET:**

| 2015 Curb Cut Project Budget       |                 |
|------------------------------------|-----------------|
| REVENUE SOURCE(S):                 | TOTAL           |
| Grant Amounts – CDBG (2015)        | \$50,000        |
| Other Support (In-Kind)            |                 |
| Status of Funds                    |                 |
| <b>Total Revenues</b>              | <b>\$50,000</b> |
| PROGRAM EXPENSES                   | TOTAL           |
| Personnel, Taxes & Fringe Benefits |                 |
| Consultant & Contractual Fees      |                 |
| Space & Related Costs              |                 |
| Printing / Supplies                |                 |
| Specific Assistance - scholarships |                 |
| Audit                              |                 |
| Program Evaluation                 |                 |
| Marketing                          |                 |
| Other – postage, communications    |                 |
| Other – travel, insurance          |                 |
| Other – staff development          |                 |
| Other – construction               | \$50,000        |
| <b>Total Expenditures</b>          | <b>\$50,000</b> |
|                                    |                 |
|                                    |                 |



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

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

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

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

REQUEST FOR LEGISLATION

DATE: November 11, 2015

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Appointment of Hearing Officer for Administrative Hearings Bureau

SUMMARY/BACKGROUND

Attorney Jack Gilbreath is the appointed Hearing Officer for the Administrative Hearings Bureau. He is presently in the hospital for surgery and will be out of commission for a time. There are a number of cases pending through the system and an alternative Hearing Officer is needed and provided for under Sec. 71-31. - Administrative hearings bureau of the Ypsilanti City Code.

City Manager Ralph A. Lange has appointed attorney Peter A. Letzmann, P 16587 as an alternate Hearing Officer.

The appointment requires City Council approval. Such approval is requested.

ATTACHMENTS: Proposed Resolution of approval of appointment

RECOMMENDED ACTION: Adoption of Resolution

DATE RECEIVED:_____ AGENDA ITEM NO._____

CITY MANAGER COMMENTS:

FOR AGENDA OF:_____ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:



Resolution No. 2015-259
November 17, 2015

RESOLUTION APPOINTING ATTORNEY PETER A. LETZMANN
ADMINISTRATIVE HEARINGS BUREAU HEARING OFFICER

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

The appointment of Attorney Peter A. Letzmann, P16587 as Ypsilanti Administrative Hearings Bureau Hearing Officer is hereby confirmed and ratified.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



November 12, 2015

Appointment of Administrative Hearings Bureau Officer

Pursuant to Sec. 71-31. - Administrative hearings bureau, of the Ypsilanti City Code, attorney Peter A. Letzmann, P 16587 is hereby appointed as an Administrative Hearings Bureau Officer for the City of Ypsilanti.

[REDACTED]

Ralph A. Lange
Ypsilanti City Manager



AMENDED

Resolution No. 2015-105
November 17, 2015

**RESOLUTION TO APPROVE ORDINANCE NO. 1244 ADOPTING THE AMENDED AND
RESTATED TAX INCREMENT FINANCING AND DEVELOPMENT PLAN FOR THE DEPOT
TOWN DOWNTOWN DEVELOPMENT AUTHORITY**

WHEREAS, the current Depot Town TIF and Development Plan was implemented in 2000 and has an expiration date of December 2015; and

WHEREAS, the Ypsilanti DDA Board has approved an Amended and Restated Depot Town Tax Increment Finance (TIF) & Development Plan as prepared and submitted by Beckett & Raeder that will extend the plan through December 2040; and

WHEREAS, Ypsilanti City Council has amended the plan.

NOW THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that Ordinance No. 1244 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, and now amended and restated to provide for 50/50 sharing of TIF revenue from City tax assessments between the City and the Depot Town Downtown Development Authority, the revenue from assessments of other taxing jurisdictions to inure to the Authority, and to extend the Plan until December, 2040, is approved by City Council on second and final reading, provided that Adoption and Continuation of the Depot Town DDA Tax Increment Financing Plan is contingent on the intergovernmental agreement and contract in Resolution 2015-248 being adopted and remaining in effect, is approved 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.

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. "Adoption and Continuation of the Depot Town DDA Tax Increment Financing Plan is contingent on the intergovernmental agreement and contract in Resolution 2015-248 being adopted and remaining in effect."

1.

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 and September 15, 2015

Second Reading: April 21, 2015 and November 17, 2015

Published: _____

Effective Date: _____



Resolution No. 2015-248
November 17, 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% 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 TIFA shall not expend more than \$25,000 within one fiscal year on any one project without the mutual consent of City Council and the DDA Board.
8. The DDA agrees to prioritize bond opportunities to help provide funds for the future train or rail stations and additional parking in Depot Town for not more than 35% of the total Depot Town TIF capture.
9. 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.
10. 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.
11. This Intergovernmental Agreement is to be performed in the City of Ypsilanti, Washtenaw County, Michigan and all legal venue shall exclusively lie therein.
12. This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

13. 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

Amanda Edmonds, Mayor

Date: _____

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

Frances McMullan

From: Pete Murdock <pmurdock@cityofypsilanti.com>
Sent: Friday, November 13, 2015 7:10 AM
To: Amanda Edmonds; Anne Brown; Brian Robb; Dan Vogt ; 'Lois Richardson'; Nikki Brown - CC
Cc: Ralph Lange; Beth Ernat; Frances McMullan; jbarr@barrlawfirm.com; Tim Colbeck
Subject: DDA-CITY Intergovernmental Agreement

Hi All -

Thursday morning the DDA held a special meeting to discuss the intergovernmental agreement between the City and the DDA. After a lengthy discussion they adopted a couple of changes to the agreement on a 6-2 vote. The language of the newly adopted changes are below as well as the original language that these changes replaced.

NEW LANGUAGE

7. The parties will continue to coordinate on DDA bond opportunities and the Depot Town TIFA shall not expend more than \$25,000 within one fiscal year on any one project without the mutual consent of City Council and the DDA Board.
8. The DDA agrees to prioritize bond opportunities to help provide funds for the future train or rail stations and additional parking in Depot Town for not more than 35% of the total Depot Town TIF capture.

Renumber 8 through 12 to 9 through 13

OLD LANGUAGE

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.

These changes are more for clarification than any substantive change and are acceptable and should be included in the Intergovernmental agreement we will have before us on next Tuesday meeting.

Thanks for everyone's patience and to all who worked on this to a conclusion.

Pete

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



REQUEST FOR LEGISLATION
November 17, 2015

To: Mayor, Council and City Manager

From: Beth Ernat, Director of Community and Economic Development

Subject: AKT Peerless Environmental Services

SUMMARY & BACKGROUND: The City of Ypsilanti hired AKT Peerless in June, 2014, through a competitively bid proposal for Brownfield Plan implementation, review, and creation of work plans. The contract continues to be in effect. AKT was also hired to prepare a Draft Documentation of Due Care Compliance (DDCC) in August of this year. The plan was completed to contract requirements.

Since that time, the City has received comments from MSHDA and Hamp, Mathews and Associates, regarding the DDCC and the overall environmental condition of Water Street as discussed by Council at the last City Council Meeting. As part of the review, a request for copies of manifests, and analytical results associated with confirmation samples collected in lead and PCB impacted areas excavated at the property, were requested.

Based on the review of the DDCC and the City's desire to have a clear picture of the environmental condition for future development of the property, staff requested a proposal from AKT.

AKT has provided a two-prong approach; an Environmental Records Review and Summary and a Supplemental Phase II Environmental Site Assessment, including up to 70 additional soil borings and sample.

Based on concerns about several on-going contracts, AKT was asked to include these proposals with on-going Brownfield Services. At this point, it seems the City would benefit better from a broader contract with AKT as there may be several additional activities that come from the Phase II ESA such as: preparation of additional reports or documents, additional subsurface investigation, and preparation of works plans associated with engineering controls.

Similar to the recently approved OHM contract, staff is recommending a not-to-exceed contract that would allow staff to expediently move these projects forward, while maintaining control of expenses. AKT currently submits detailed bills for project costs and is accustomed to this system as part of the site plan reviews that are conducted. Each activity would have its own contract and deliverables.

The estimated costs for the Water Street environmental are anticipated to not exceed \$50,000. The environmental records review is approximately \$5,000, the Phase II is \$28,025 and the Brownfield consulting continuation is \$12,000. This leaves a balance \$4,975 for the above mentioned contingency costs.

Although this was not a planned expenditure for this year, it is necessary to address these issues immediately for the sake of future development and the current project with Herman and Kittle. This would be funded from the Water Street account.

The pros to this proposal include: reducing consultant time spent creating proposal reviews, reducing staff time in negotiating and soliciting proposals, allowing staff flexibility to alter needed tasks without requiring change orders. This would expedite the current projects and the above listed projects. The cons to this proposal include reviewing invoices to ensure the proper accounts are billed for work complete.

Similar contracting agreements are used for legal services, engineering services and planning services in the past.

RECOMMENDED ACTION: Staff recommends that City Council approve the Mayor and City Clerk to enter into a professional services contracting agreement with AKT Peerless in an amount not to exceed \$50,000 and allow the City Manager to sign change orders..

ATTACHMENTS: Environmental Consulting Services Proposal.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 11/17/15

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2015 - 260
November 17, 2015

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti desires AKT Peerless to provide multiple environmental services related to the development of the Water Street parcel; and

WHEREAS, The City of Ypsilanti desires to enter into a contract for environmental services for multiple activities within the current budget year; and

WHEREAS, the City of Ypsilanti desires to have Its Mayor and City Clerk enter in to a contract with AKT Peerless in an amount not to exceed \$50,000.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council directs the Mayor and City Clerk to enter into an environmental services contract with AKT Peerless for multiple review and documental activities for fiscal year 2015/2016. City Manager may sign change orders as necessary.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

November 11, 2015

Beth Ernat
City of Ypsilanti
1 South Huron Street
Ypsilanti, Michigan 48197

Subject: Environmental Consulting Services
Proposal No. PF-18375
AKT Peerless Project No. 8808B

Ms. Ernat:

AKT Peerless is pleased to present its proposals to provide Environmental Consulting Services for the following property:

- Water Street Redevelopment Area
Ypsilanti, Michigan

In August 2015, AKT Peerless prepared a Draft Documentation of Due Care Compliance (DDCC) for the subject property. As part of the funding requirements for a proposed development on a portion of the property, the Michigan State Housing Development Authority (MSHDA) completed a review of the Draft DDCC through a third-party consultant (Hamp, Mathews & Associates, Inc.). As a result of this review, several items need to be completed by AKT Peerless. Further, additional brownfield services need to be completed to ensure the Riverwalk Commons Act 381 Work Plan is submitted to the MDEQ and MSF. Therefore, AKT Peerless has identified the following scope of work and associated Not-to-Exceed amount:

Activity	Not-To-Exceed Cost
Environmental records review through the Michigan Department of Environmental Quality (MDEQ) and USEPA.	\$5,000
Supplemental Phase II Environmental Site Assessment (ESA)	\$28,025
Brownfield Services –Consulting and Act 381 Work Plan Services	\$12,000
Additional services may include: • Preparation of other environmental reports and/or documentation that may be requested by MSHDA (TBD) • Project Management activities including meetings, conference calls, and correspondence related to results of file reviews and supplemental Phase II beyond time budgeted within the supplemental Phase II ESA proposal. • Additional subsurface investigation activities, which may be requested to delineate specific areas of impact. • Evaluation and preparation of Work Plans associated with engineering controls may be necessary.	\$4,975

Activity	Not-To-Exceed Cost
Total	\$50,000

AKT Peerless will prepare a specific Work Order/Proposals before completing any work that may be required for Water Street in order to complete the MSHDA approval process and assist with ensuring the success of the Riverwalk Commons project. ***The following proposals are provided for review and approval as attachments to this cover letter.***

Activity	Proposal #	Not-To-Exceed Cost
Environmental records review	PF-18346	\$5,000
Supplemental Phase II ESA	PF-18341	\$28,025
Additional Brownfield Services	PB-17139 CO#1	\$12,000
Total		\$45,025

If you have any questions or need additional information please contact me, Louis Stultz or Jeremy McCallion at (248) 615-1333, or via email at [REDACTED] and [REDACTED].

Sincerely,

AKT Peerless

[REDACTED]

Deanna Hutsell, P.E.
Project Manager

Enclosure

Appendix A

Records Review Proposal

November 3, 2015

Beth Ernat
City of Ypsilanti
1 South Huron Street
Ypsilanti, Michigan 48197

Subject: Environmental Consulting Services
Proposal No. PF-18346
AKT Peerless Project No. 8808B

Ms. Ernat:

AKT Peerless is pleased to present its proposal to provide Environmental Consulting Services for the following property:

- Water Street Redevelopment Area
Ypsilanti, Michigan

In August 2015, AKT Peerless prepared a Draft Documentation of Due Care Compliance (DDCC) for the subject property. As part of the funding requirements for a proposed development on a portion of the property, the Michigan State Housing Development Authority (MSHDA) completed a review of the Draft DDCC through a third-party consultant (Hamp, Mathews & Associates, Inc.). As part of the review, a request for copies of manifests and analytical results associated with confirmation samples collected in lead and polychlorinated biphenyl (PCB) impacted areas excavated at the property were requested. This information was not contained in documentation provided by the City of Ypsilanti during preparation of the Draft DDCC. Specifically, AKT Peerless proposal includes the following:

- Complete a review of all available environmental records through the Michigan Department of Environmental Quality (MDEQ) and USEPA.

AKT Peerless will implement work immediately and will provide its deliverable within three weeks of your authorization to proceed. AKT Peerless' estimated cost to complete the proposed scope of work is \$5,000.

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the signature page and return a copy to me. If you have any questions or need additional information please contact me or Louis Stultz at (248) 615-1333, or via email at hutsell@aktpeerless.com and stultz@aktpeerless.com.

Sincerely,

AKT Peerless



Deanna Hutsell, P.E.
Project Manager

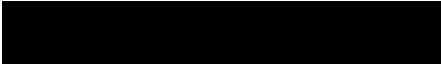
Enclosure

PROPOSAL ACCEPTANCE FOR

Environmental Consulting Services

Water Street Redevelopment Area, Ypsilanti, Michigan

This proposal submitted by:


Deanna Hutsell, P.E.
Project Manager

Proposal submitted on:

November 3, 2015

Please authorize the proposal by executing below:

Proposal amount:

\$5,000

Client contact:

Ms. Beth Ernat

City of Ypsilanti

1 South Huron Street

Ypsilanti, Michigan 48197

AKT Peerless Proposal No.

PF-18346

AKT Peerless Project No.

8808B

Acceptance:

(Signature)

Beth Ernat

Print Name:

Title

Date

TO EXPEDITE COMPLETION OF THIS PROJECT, PROVIDE THE FOLLOWING:

PROPERTY OWNER NAME:

PROPERTY OWNER CONTACT INFORMATION:

KEY SITE CONTACT NAME:

KEY SITE CONTACT INFORMATION:

LENDER NAME:

LENDER CONTACT INFORMATION:

Appendix A

Terms and Conditions

AKT PEERLESS TERMS AND CONDITIONS

The following Terms and Conditions govern the services (referred to herein as “work” or “services”) to be performed by AKT Peerless (“**we**”, “**us**”, “**our**”, “**AKT Peerless**” or “**Consultant**”) for you (“**you**”, “**your**” or “**Client**”). By accepting the proposal or authorizing all, or any portion, of the work to be performed by Consultant, Client shall be deemed to accept these terms and conditions, as if set forth in full, in the proposal to which these terms and conditions apply (when accepted, the proposal and these Terms and Conditions constitute the “Agreement” (hereinafter, this “**Agreement**”).

1. **Performance:** Consultant will provide advice, consultation and other environmental services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant, including, but not limited those related to environmental, fire, safety and health matters. Finally, it is Consultant’s obligation to have marked by appropriate utility companies the location of all underground utilities or improvements.

AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail and facsimile machines to communicate with our clients. We will communicate with you via the e-mail address and/or facsimile number on file for you. In the case of facsimiles, please let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for our outgoing e-mail. All written, telephone, facsimile or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. “spam”) unless written notification is provided.

2. **Client Cooperation:** Client shall use commercially reasonable best efforts to cooperate fully with Consultant in meeting Consultant’s responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client’s possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on or under the property. Consultant shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by Consultant. Client agrees to provide an on-site contact to identify utilities and improvements. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current property conditions shall occur. Repair of concrete and/or surface structures is not included as part of this proposal and Consultant shall have no liability to repair same, except as may be specifically set forth in the proposal.

3. **Payment:** The Client agrees to pay Consultant for all services and expenses, according to this agreement, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant’s standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer (“Retainer”). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the

Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty (30) days of issuance by Consultant. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received by Consultant on any invoice within thirty (30) days of the issuance of the invoice, Consultant may then, by written termination notice to Client, terminate this Agreement (and any other existing contracts between Client and Consultant) and apply any existing Retainer to outstanding invoices without incurring any liability to Client; such termination by Consultant shall be effective immediately upon Consultant's issuance of the termination notice. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after the invoice is issued by Consultant, or the objection shall be deemed waived.

4. **Termination:** In addition to any other rights of Consultant to terminate this Agreement, Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this agreement may be terminated by either party upon thirty (30) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, for proper handling and disposal of samples, for organization of files and reports and the like) and in addition, Client shall pay Consultant an additional amount equaling ten percent (10%) of the agreed initial estimated price, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this section 4 exceed the original agreement amount by ten percent (10%).

5. **Indemnification:** Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees ("**Damages**"), whether direct, indirect or consequential: that arise as a result of Client's negligence, gross negligence, or willful misconduct. All claims brought against Consultant, relating to the services provided by Consultant or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from completion of the contracted services or they shall be forever barred. The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the real estate as to which Client has requested Consultant's services.

Consultant agrees to defend, indemnify, and hold harmless Client, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all Damages, whether direct, indirect, or consequential arising out of, or in any way connected with Consultant's negligence, gross negligence or willful misconduct in the performance of services under this Agreement.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client

agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of AKT Peerless or its employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by AKT Peerless for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of AKT Peerless under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Further, in the event AKT Peerless is successful in obtaining governmental incentives for Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. AKT Peerless assumes no liability for post award actions of Client.

6. **Insurance and Limitations of Liability:** Consultant and its subcontractors shall procure and maintain at its own expense, during the term of this Agreement, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

- (a) Comprehensive general liability insurance in the amount of \$2,000,000 combined per occurrence and \$2,000,000 combined per aggregate;
- (b) Professional liability (errors and omissions) insurance in the amount of \$2,000,000 combined per occurrence and \$2,000,000 combined aggregate limit;
- (c) Pollution liability insurance in the amount of \$2,000,000 per occurrence and \$2,000,000 aggregate;
- (d) Automobile liability insurance in the amount of \$2,000,000 combined single limit for bodily injury for property damage; and
- (e) Workers' Compensation insurance complying with the laws of the state(s) in which Consultant's services are performed hereunder.

Notwithstanding anything contained herein to the contrary, Consultant's liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the services provided by Consultant shall be limited to the amounts available under the above insurance policies. However, in no event shall the liability of AKT Peerless for any redevelopment incentive or tax credit service under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Consultant will not be responsible for any claims arising out of the negligence, gross negligence, or willful misconduct by Client or by any person or entity not under the direct control of Consultant. In no event shall Consultant have any liability for any claims (whether based upon contract or tort) for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the services provided by Consultant or in any way arising out of or related to this Agreement, Client agrees to provide Consultant with reasonable notice of and an opportunity to cure the claimed Damages, prior to or within ten (10) days of discovery of same. Failure to so provide said notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, Consultant shall have no more than thirty (30) days after receiving notice as provided herein to cure any defect for which Client provides notice hereunder, unless such cure requires additional time to implement or complete, in which case Consultant shall be provided a commercially reasonable amount of time to complete the cure. Failure by Consultant to cure any defect as provided herein shall in no event bar or preclude any defense to which Consultant may otherwise be entitled. Finally, Consultant shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts.

Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

7. **Confidentiality:** Consultant shall retain as confidential all information, samples and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto. Such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of Consultant after said time. Any samples obtained by a Consultant under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing.

8. **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the subject property at the time the investigation was performed and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide Consultant with same and allow Consultant to revise the report accordingly, except that Consultant shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the property, and that hazardous materials may later be found on such a site. Client agrees that Consultant is not responsible for any failure to detect or clean up the presence of hazardous materials unless: (1) the failure to detect same is caused by Consultant's negligence, gross negligence or willful misconduct; and (2) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be further limited by the provisions of this Agreement.

All tax increment finance projections and other incentive related documents shall be supplied in paper or printable document file (PDF) format. The source documents are considered work product and will only be released at the sole discretion of AKT Peerless. If source documents are released, it is under a one (1) month license only to the Client who shall not modify, alter, copy or distribute the source documents without the expressed written permission of AKT Peerless and shall destroy or return the source documents and all copies to AKT Peerless upon expiration of the license.

AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, AKT Peerless will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or

such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

10. **Changes:** The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this agreement and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays:** Consultant shall use commercially reasonable best efforts in performing the services under this agreement. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.

12. **Reliance and Reliance Letters:** The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution or other third party a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution or other third party and that the financial institution shall accept same and shall acknowledge that any such reliance shall be effective only as to the condition of the property on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. For reliance requests based upon these reports, Consultant's liability for any and all Damages in any way related to the services provided by Consultant, either directly or indirectly, whether by agreement or otherwise, shall be limited to the cost of the services provided by Consultant hereunder. In accepting this limitation, Client and any other relying party shall acknowledge that ASTM E-1527, Section 4.6, states that any Phase I Environmental Site Assessment older than one hundred eighty (180) days is no longer valid and therefore acknowledges that this reduced limitation of liability is reasonable.

Appendix B

Supplemental Phase II ESA Proposal

November 3, 2015

Beth Ernat
City of Ypsilanti
1 South Huron Street
Ypsilanti, Michigan 48197

Subject: Proposal to Conduct a Supplemental Phase II Environmental Site Assessment
Water Street Redevelopment Area
Ypsilanti, Michigan
Proposal No. PF-18341
AKT Peerless Project No. 8808B

Ms. Ernat:

AKT Peerless appreciates the opportunity to present the attached proposal to conduct a Supplemental Phase II Environmental Site Assessment (ESA) at the Water Street Redevelopment Area, located in Ypsilanti, Washtenaw County, Michigan.

AKT Peerless will implement work immediately and will provide its deliverables within four to six weeks of your authorization to proceed. AKT Peerless' estimated cost to complete the proposed scope of work is \$28,025.

Any necessary changes that become apparent during the investigation may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any necessary changes in the proposed scope of work.

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the signature page and return a copy to me.

If you have any questions or need additional information please contact me or Louis Stultz at (248) 615-1333, or via email at [REDACTED] and [REDACTED].

Sincerely,

AKT Peerless



[REDACTED]

Deanna Hutsell, P.E.
Project Manager

Enclosure



PROPOSAL FOR A SUPPLEMENTAL PHASE II ENVIRONMENTAL SITE ASSESSMENT

SUBJECT PROPERTY

Water Street Redevelopment Area
Ypsilanti, Michigan

PREPARED FOR Beth Ernat
City of Ypsilanti
1 South Huron Street
Ypsilanti, MI 48197

PROPOSAL # PF-18341

PROJECT # 8808B

DATE November 3, 2015

PROPOSAL FOR A SUPPLEMENTAL PHASE II ENVIRONMENTAL SITE ASSESSMENT

Water Street Redevelopment Area

AKT Peerless Proposal No. PF-18341

AKT Peerless Project No. 8808B

Introduction

AKT Peerless appreciates the opportunity to present its proposal to conduct a Phase II Environmental Site Assessment (ESA) at the Water Street Redevelopment Area in Ypsilanti, Washtenaw County, Michigan (subject property).

The following additional sampling of surface soils throughout the property is proposed based on the review of previous reports prepared for Water Street and the results of a review of the Draft Documentation of Due Care Compliance (DDCC) for Water Street completed by a third-party consultant (Hamp, Mathews & Associates, Inc.) on behalf of the Michigan State Housing Development Authority (MSHDA). AKT Peerless anticipates the results of the additional investigation will assist in completing the Final DDCC for Michigan Department of Environmental Quality (MDEQ) review and approval.

The purpose of AKT Peerless' Phase II ESA is to evaluate the surficial soil throughout the subject property to determine potential exposure risks.

Scope of Work

AKT Peerless has established the following scope of work to evaluate surficial soil at the subject property.

- Advance up to 70 borings to a maximum depth of 4-feet below ground surface (bgs).
- Collect up to 70 soil samples.
- Submit the up to 70 soil samples to a fixed-base, independent laboratory for chemical analysis of RCRA 8 Metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver) and/or polychlorinated biphenyls.
- Summarize results into Draft DDCC previously prepared for City of Ypsilanti.

Boring Placement and Laboratory Analysis

Soil samples collected for chemical analysis will be submitted under chain-of-custody to a fixed-base, independent, laboratory. A summary of AKT Peerless' proposed sampling and analysis plan is illustrated in the following table.

Proposed Sampling Plan

Concern	Number of Depth of Borings	Number of Samples and Matrix	Analytical Parameters
Surficial Metals Analysis	70, 4-feet	70 Soil	arsenic, cadmium, chromium lead, mercury (up to 35 samples will be analyzed for hexavalent chromium, as necessary)
Surficial PCB Analysis	See Above	30 Soil	PCB

The laboratory will conduct laboratory analyses using Michigan Department of Environmental Quality (MDEQ) and/or U.S. Environmental Protection Agency (EPA) approved analytical methods.

Methodologies and Quality Control

AKT Peerless will advance up to 70, 4-foot-deep soil borings. AKT Peerless will either: (1) use a hand auger, (2) use a hydraulic push probe, (3) retain a drilling contractor to use a Geoprobe®, or (4) retain a drilling contractor to use hollow-stem augers.

All Phase II Environmental Site Assessments will be conducted in general conformance with ASTM E1903-11: *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process*.

It is anticipated that borings will be advanced with a hydraulic push probe or Geoprobe®. When possible, a macro core soil sampler will be used to collect continuous soil samples. If time is limited or subsurface soils restrict the penetration of the macro core sampler, a 2-foot-long discrete sampler will be used in place of the macro sampler.

If hollow stem augers are used the driller will follow the ASTM publication D1586-11: *Standard Test Method for Standard Penetration Test Split-Barrel Sampling of Soils*. While drilling with hollow-stem augers, soil samples will be collected in 2-foot-intervals using a 2-foot-long, 2-inch-diameter, split-spoon sampler.

AKT Peerless will request the local utility companies to mark on the ground surface the locations of buried utilities (e.g., electrical lines, telephone lines, sewers, water mains, and natural gas pipes). Before starting drilling operations, AKT Peerless requests the client provide all available documents, drawings, and maps that indicate buried utility lines and underground storage tanks (USTs) at the site, if necessary.

Soil samples collected in the field will be visually examined in accordance with the Unified Soil Classification System, ASTM D2488-09a: *Standard Practice for Description and Identification of Soils (Visual-manual) Procedure*. As appropriate, soil samples collected in the field will be screened for volatile organic compounds (VOCs) using a portable organic vapor meter/photoionization detector (OVM/PID). To ensure accurate VOC screening, the quantity of the soil, temperature, and headspace volume will be kept as constant as possible. The OVM/PID will be calibrated prior to mobilization to the site.

Strict decontamination procedures will be followed during the completion of investigation activities by AKT Peerless personnel to reduce the potential for cross-contamination. All drilling and down-hole sampling equipment will be decontaminated prior to first use onsite, and thereafter between uses, using a high-temperature, high-pressure spray washer, and/or a vigorous wash in an Alconox solution, followed by a tap water rinse, and a distilled water rinse.

All samples will be collected in pre-cleaned glass jars and stored following U.S. EPA Publication SW-846 Method 5035, final version of March 26, 1998, Testing Methods for Evaluating Solid Waste and ASTM D4547-09: *Standard Guide for Sampling Waste and Soils for Volatile Organic Compounds*. This publication includes guidelines for the Soil Sample Collection and Methanol Preservation for Volatile Analysis.

All soil samples will be transported to a laboratory under chain-of-custody documentation in an ice-cooled container.

Report

After completing the site investigation, AKT Peerless will prepare a report that will include a summary of field activities, analytical results, discussion of procedures/methodologies, site map with sampling locations, discussion of results and recommendations, if appropriate.

Unless requested otherwise, AKT Peerless will provide hard copy and one electronic version of the final report. Additional reports, if any, will be provided at a rate of \$75 per copy.

Schedule

AKT Peerless will implement work immediately and will provide its deliverables within four to six weeks of your authorization to proceed.

Fees

AKT Peerless estimates the fees and expenses for this project will be \$28,025. All subcontracted services and outside project costs will be billed at a cost plus 15 percent. The estimated costs to provide the services described in this proposal are shown in the table below.

Estimated Costs	
ACTIVITY	COST
PROFESSIONAL SERVICES	
Project Management	\$3,000
Field Activities	\$4,500
Report Preparation (incorporate results into existing Draft DDCC)	\$3,000
PROJECT COSTS	
Laboratory Analyses	\$11,550
Drilling	\$5,000
Field Supplies and Expenses	\$975
TOTAL	\$28,025*

***The referenced fees include only those activities described herein. Additional fees will be incurred and invoiced if additional sample analysis is requested by the client, deemed necessary to completely evaluate the site conditions or if other regulatory reporting activities are necessary. AKT Peerless will notify the client immediately with knowledge of any proposed scope of service modifications but no additional activities will be conducted without prior written client authorization.**

Limitations

If the Client chooses to alter the proposed scope of work, the Client shall advise AKT Peerless, and AKT Peerless shall propose alterations to the scope of work and related fees. The Client will authorize AKT Peerless in writing to conduct more or less work than defined in this proposal.

AKT Peerless will provide these services using its commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Drilling costs presented in this proposal assume that there will be no significant obstructions and delays (e.g., encountering cement rubble or boulders, sandy soil heaving into the augers, and inclement weather). If delays occur, AKT Peerless will notify the Client immediately, and AKT Peerless will revise the scope of work and fees appropriately.

This proposal and the associated cost estimate are valid for 30 days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

Terms and Conditions

By signing this proposal, the Client agrees to the terms and conditions presented in Appendix A. AKT Peerless will prepare and render invoices for work performed to date on a monthly basis. All invoices shall be payable within thirty (30) days of invoice date.

PROPOSAL ACCEPTANCE FOR SUPPLEMENTAL PHASE II ESA

Water Street Redevelopment Area, Ypsilanti, Michigan

This proposal submitted by:

Deanna Hutsell, P.E.
Project Manager

Proposal submitted on: November 3, 2015

Please authorize the proposal by executing below:

Proposal amount: **\$28,025**

Client contact:

Ms. Beth Ernat

City of Ypsilanti

1 South Huron Street

Ypsilanti, Michigan 48197

AKT Peerless Proposal No. PF-18341

AKT Peerless Project No. 8808B

Appendix A: Terms and Conditions

Acceptance: (Signature)

Beth Ernat

Print Name:

Title

Date

Appendix C

Additional Brownfield Services Proposal

**WORK ACTIVITY CHANGE ORDER
NOVEMBER 9, 2015**

Project Information		
AKT PEERLESS PROJECT NUMBER:	8808b-2-25; 8808b-3-25	
AKT PEERLESS CHANGE ORDER NUMBER:	CO-#1	
AKT PEERLESS ORIGINAL PROPOSAL NUMBER	PB-17139	
PROJECT ADDRESS:	Water Street Redevelopment Area	
Description of Additional Activity		
Additional brownfield activity beyond as budgeted in the aforementioned proposal will include: • Additional meetings regarding eligible activities with the developer, environmental consultant, engineers, the City, Washtenaw County and State agencies will be completed. • Additional phone calls and conference calls with the aforementioned entities. • Additional review of previous and new environmental information. • Additional review of State agency response to redevelopment strategies • Additional review of developer's environmental consultant Act 381 Work Plan and Eligible Activity table • Additional review and modification to the Reimbursement Agreement • Complete Act 381 Work Plan for Riverwalk Commons (eligible activities and costs provided by Developer) • Complete 1 Act 381 Work Plan for environmental eligible activities throughout the entire site.		
Price Categories Affected	Description	Cost Increase (Time and Material Not-To-Exceed)
Act 381 Work Plan Development (Riverwalk Commons and MDEQ Act Work Plan for entire site)	Continued review and evaluation of eligible activities. Preparation of materials for submittal to BRA	\$8,000
Consulting and Support	Additional meetings and conference calls	\$4,000
Total Budget Increase:		\$12,000

Original Terms and Conditions apply.

This change order was submitted by:



Jeremy McCallion
AKT Peerless
Senior Project Manager

This change order accepted by:

Beth Ernat
City of Ypsilanti
Ypsilanti, MI 48197

DATE: _____



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

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

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

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

**REQUEST FOR LEGISLATION**

DATE: October 22, 2015

FROM: John M. Barr

SUBJECT: Family Dollar sale of property, Release of re-purchase right and Estoppel Certificate

**SUMMARY/BACKGROUND**

When Morning Star Partners purchased their Water Street property for the purposes of constructing and opening a Family Dollar store, the closing documents contained a provision giving the City the right to re-purchase the property if Morning Star did not complete the project within 24 months. The project was completed within 24 months, and pursuant to the agreement, the right of re-purchase is terminated.

Morning Star is now selling the property to FD Group 5, LLC and in order to have clear legal title has asked the city to provide 1) a notice of termination of the right to re-purchase; and 2) an estoppel certificate showing that the terms of the original documents are still in effect.

I have reviewed the request and the documents and have no objection to the request.

ATTACHMENTS: Proposed Resolution, Draft Documents

RECOMMENDED ACTION: Adoption of the resolution to approve the request

---

DATE RECEIVED: \_\_\_\_\_ AGENDA ITEM NO. Resolution No. 2015-261

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

FOR AGENDA OF: 11/17/15 FINANCE DIR. APPROVAL \_\_\_\_\_

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



Resolution No. 2015-261  
November 17, 2015

RESOLUTION TO PROVIDE NOTICE OF TERMINATION OF RIGHT OF RE-PURCHASE AND  
ESTOPPEL CERTIFICATE TO FAMILY DOLLAR

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

WHEREAS, Family Dollar purchased certain Water Street property from the City; and

WHEREAS, the closing documents contained a provision the City had a right to re-purchase the property in the event the project was not completed within 24 months; and

WHEREAS, the project was completed within 24 months and the right to re-purchase terminated; and

WHEREAS, Family Dollar has requested that City record a Notice of Termination of said rights, and also provide an Estoppel Certificate that all other terms of the documents are still in force, and the City Attorney has no objection to said requests.

**NOW THEREFORE BE IT RESOLVED THAT** the requests are granted and the Mayor and City Clerk are authorized to sign the said Notice of Termination and Estoppel Certificate and the City Attorney is authorized to record the documents and take any other action needed to complete the transaction, and the City Manager is authorized to sign any other documents needed to complete the transaction, subject to the approval of the City Attorney.

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

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

YES:            NO:            ABSENT:            VOTE:

## NOTICE OF TERMINATION OF RE-PURCHASE RIGHT

The City of Ypsilanti, a Michigan Home Rule City of 1 South Huron Street, Ypsilanti, MI 48197, the grantor in a certain Covenant Deed to Morning Star Partners, LLC, of 1401 Vine Street, Cincinnati, Ohio 45202, dated June 26, 2014 and recorded in Liber 5051, Page 44 of Washtenaw County Records, does hereby give notice that the re-purchase rights specified in said deed, in Exhibit B, have expired and are terminated, and the City of Ypsilanti makes no further claim to said re-purchase rights.

The property in question is a parcel of land located in the Northeast Quarter of Section 9, T., 03 S., R. 07 E., City of Ypsilanti, Washtenaw County, Michigan, being a part of "Gilbert's Park Addition to the city of Ypsilanti," as recorded in Liber 67 of Deeds, Page 150, Washtenaw County Records, State of Michigan, more particularly described as:

Beginning at the northeast corner of Lot 8 of said "Gilbert's Park Addition to the City of Ypsilanti," thence S 02 degrees 11 minutes 58 seconds W, 160.00 feet along the east line of Lot 8, also being the west line of Park Street (66 feet wide); thence N 88 degrees 04 minutes 00 seconds W, 230.00 feet; thence N 01 degrees 56 minutes 00 seconds E, 160.00 feet to the south line of Michigan Avenue (99 feet wide); thence along said south line of Michigan Avenue S 88 degrees 04 minutes 00 seconds E, 230.74 feet to the Point of Beginning.

Dated: November\_\_\_\_, 2015

City of Ypsilanti

By: \_\_\_\_\_  
Amanda Edmonds, Mayor

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

State of Michigan        )  
                                  ) ss.  
County of Washtenaw )

Subscribed and acknowledged before me, a Notary Public, by Amanda Edmonds, as Mayor, and Frances McMullan, as City Clerk, of the City of Ypsilanti, a Michigan municipal corporation, on this \_\_\_\_day of November, 2015.

\_\_\_\_\_  
Notary Public, Washtenaw County, MI  
Acting in Washtenaw County  
My commission expires:\_\_\_\_\_

Recording Fee: \$17  
State Transfer Tax: \$0  
Tax Parcel #: 11-11-09-170-030

Drafted by and return to  
John M. Barr, Ypsilanti City Attorney  
105 Pearl Street, Ypsilanti, MI 48197

## **ESTOPPEL CERTIFICATE**

THIS ESTOPPEL CERTIFICATE (this "Certificate") is made as of November\_\_\_\_, 2015, by the City of Ypsilanti, a Michigan municipal corporation, in favor of FD Group 5 LLC, an Indiana limited liability company, its successors and assigns, as their interests may appear.

### **RECITALS**

A. Reference is made to the Reciprocal Easement Agreement dated as of June 26, 2014 by and between Morning Star Partners, LLC, an Ohio limited liability company, and the City of Ypsilanti, a Michigan municipal corporation recorded in Liber 5052, Page 888, in the Office of the Recorder of Washtenaw County, Michigan (the "Easement Agreement"), in respect to the real property described therein. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Easement Agreement.

NOW THEREFORE, for valuable consideration, the City of Ypsilanti, Michigan hereby acknowledges and represents that as of the date hereof:

1. The Easement Agreement is in full force and effect, and there have been no modifications or additions to the Easement Agreement other than as described in Recital A above. A true, correct and complete copy of the Easement Agreement is attached hereto as Exhibit A.

2. The obligations of the City of Ypsilanti, Michigan under the Easement Agreement are valid and binding.

3. The City of Ypsilanti, Michigan is not in default under the Easement Agreement.

4. To the City of Ypsilanti, Michigan's knowledge, there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Easement Agreement. The City of Ypsilanti, Michigan has no existing claims against any owner in respect of the Easement Agreement or the real property subject to the Easement Agreement.

5. No costs of performing default cure work are due to the City of Ypsilanti, Michigan does not have a lien against or right to lien the property of Morning Star Partners, LLC.

**IN WITNESS WHEREOF**, the City of Ypsilanti, Michigan has executed this Certificate as of the day and year first above written.

**CITY OF YPSILANTI, MICHIGAN**, a Michigan  
municipal corporation

By: \_\_\_\_\_  
Amanda Edmonds, Mayor

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



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

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

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

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

REQUEST FOR LEGISLATION

DATE: September 18, 2012

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Snow abatement - removal contracts

SUMMARY/BACKGROUND

The city requested bids for snow removal - abatement services for the coming winter. The city requested that there be a primary contractor and an alternate. Two bids were received and both were relatively close in costs.

City Council is requested to approve both bids from Premium Lawn Solutions and Salient Landscaping, Inc. and authorize the City Manager to approve a primary and alternate and enter in the contracts, subject to the approval of the city attorney.

The RFP and bids are attached, as well as a form contract and contract addendum.

ATTACHMENTS: RFP, Bids, form Contract and Addendum

RECOMMENDED ACTION: Adoption of the Resolution

DATE RECEIVED: _____ AGENDA ITEM NO. Resolution No. 2015-262

CITY MANAGER COMMENTS: _____

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL: _____

COUNCIL ACTION TAKEN: _____



RESOLUTION NO. 2015- 262

November 17, 2015

Resolution approving contracts for Snow Abatement and
Authorizing the City Manager to sign the contracts and
determine the primary and alternate contractors

RESOLVED by the Ypsilanti City Council that:

The bids of Salient Landscaping, Inc. and Premium Lawn Solutions are both approved; the City Manager is authorized to determine the primary and alternate contractor; and that the Mayor and City Clerk are authorized to sign contracts with the Contractors, subject to the approval of the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

CONTRACT FOR ORDINANCE ENFORCEMENT SERVICES
SNOW ABATEMENT ON SIDEWALKS
CITY OF YPSILANTI AND _____



This Agreement is made this _____ day of February, 2015, by and between THE CITY OF YPSILANTI, a Michigan home-rule municipal corporation of One South Huron Street, Ypsilanti, MI 48197, hereinafter referred to as "CITY," and _____ referred to as "CONTRACTOR," agree as follows:

WHEREAS the CITY is desirous of obtaining services to aid the CITY in abatement services such as snow removal from sidewalks, commercial lots, etc., and the CONTRACTOR desires to provide such abatement services as set forth in CITY's request for bids, and CONTRACTOR's response (snow abatement bid sheet).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. CONTRACTOR shall provide services for the project as set forth in CITY's email request for bids. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services within 24 hours of the CITY'S request.
2. CONTRACTOR shall provide services 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. CONTRACTOR shall invoice the CITY for payment and in accordance with the snow abatement bid sheet. The CITY agrees to pay the CONTRACTOR within 30 days of being invoiced.
4. CONTRACTOR will be responsible for clearing the snow on the entire width of the sidewalk, ensuring that no layer of snow remains, and applying salt where necessary.
5. CONTRACTOR must be available to clear snow on designated lots within 24 hours of a snowfall with accumulation of over 1 inch.
6. The CITY will be responsible for notification to residents, however, the CONTRACTOR may be asked to take pictures and keep proper records of the abatements.
7. CONTRACTOR will be responsible for the repair of any damage caused by their equipment to the sidewalks.
8. CONTRACTOR will demonstrate proper liability insurance coverage.
9. The total charges under this contract are not to exceed \$25,000.00 during

ADDENDUM TO CONTRACT FOR ORDINANCE ENFORCEMENT SERVICES
SNOW ABATEMENT ON SIDEWALKS
CITY OF YPSILANTI AND _____



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 _____ referred to as "CONTRACTOR", a Michigan 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) Omitted

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

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

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

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

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

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

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

21. Omitted

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____ 2015.

CONTRACTOR

By:

Its:

CITY OF YPSILANTI,
a Michigan Municipal Home-rule City

Amanda Edmonds, Mayor

Frances McMullan, Clerk

APPROVED AS TO FORM:

JOHN M. BARR P10475
Ypsilanti City Attorney

CONTRACT FOR ORDINANCE ENFORCEMENT SERVICES
SNOW ABATEMENT ON SIDEWALKS
CITY OF YPSILANTI AND _____



the 2014-2015 winter season.

10. The parties understand and agree that the CITY may terminate this Contract at any time with ten (10) days notice. In such event the CONTRACTOR will be compensated for work already completed. This contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.

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

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

CONTRACTOR

By:
Its:

CITY OF YPSILANTI,
a Michigan Municipal Home-rule City

Amanda Edmonds, Mayor

Frances McMullan, Clerk

APPROVED AS TO FORM:

JOHN M. BARR P10475
Ypsilanti City Attorney

Attachments:
request for bids
CONTRACTOR Snow Abatement Bid Sheet
Contract Addendum



BID SHEET

SNOW REMOVAL SERVICES ON SIDEWALKS AND OTHER DESIGNATED AREAS

DUE: NOVEMBER 11, 2015; 2:00 P.M. EST

Contractor Name: Salient Landscaping, Inc.

Contractor Address: 10302 Whittaker Road, Ypsilanti, MI 48197

Contractor Contact Number: 734-337-3261, 734-260-4340 Contractor Email: chris@salientlandscaping.com

Linear feet for sidewalk abatement bid chart:

SNOW AND ICE ABATEMENT	1-6 INCHES	25-50 FT	45.00
SNOW AND ICE ABATEMENT	6-12 INCHES	25-50 FT	65.00
SNOW AND ICE ABATEMENT	1-6 INCHES	50-100 FT	75.00
SNOW AND ICE ABATEMENT	6-12 INCHES	50-100 FT	95.00
SNOW AND ICE ABATEMENT	1-6 INCHES	100-500 FT	100.00
SNOW AND ICE ABATEMENT	6-12 INCHES	100-500 FT	150.00
SNOW AND ICE ABATEMENT	1-6 INCHES	500-1000 FT	195.00
SNOW AND ICE ABATEMENT	6-12 INCHES	500-1000 FT	225.00

Square-foot abatement for other work bid chart:

SNOW AND ICE ABATEMENT	1-6 INCHES	Per SQ FT	2.25
SNOW AND ICE ABATEMENT	6-12 INCHES	Per SQ FT	4.50

Number of Persons Employed by Contractor: 40

Available Equipment: 10 4x4 V-plows, 3 dump trucks with v-plows, 2 big dump salters, 4 big loaders with pusher boxes, 2 small loaders with pusher boxes

Work history: 10 years of direct company history, 40+ years of outside experience

References: Several references available upon request

Signed: _____

Print: Christopher L. Fox, Jr.
Title: Salient Landscaping, Inc.

Date: October 26, 2015

The City of Ypsilanti (City) is requesting bids (RFB) from qualified contractors to aid in snow removal services from sidewalks and other areas of the city, if needed. The City reserves the right to accept/or reject all or any part of any bid and to accept the offer the City Council considers the most advantageous to the City.

The City seeks to select one primary contractor and one secondary contractor, in the event that the primary contractor is not available or fails to meet the terms of the contract.

All bid quotations must be submitted in a sealed envelope marked '**SNOW REMOVAL SERVICES**' either mailed or hand delivered to the City of Ypsilanti Clerks Office at 1 South Huron St, Ypsilanti, MI 48197 on or before the closing date of **November 11, 2015 @ 2:00 pm Local Time**.

All bid quotations must include the contractor name, address, contact number, email address, bid amounts, the number of persons employed by the contractor, a complete list of available equipment, a history of previous similar work experience and a list of current work and references.

Contractor Name: PREMIUM LAWN SOLUTIONS

Contractor Address: 745 STATE CIRCLE ANN ARBOR, MI

Contractor Contact Number: AS/7346804831 Contractor Email: premiumlawn solutions@gmail.com

Linear feet for sidewalk abatement bid chart:

		REMOVAL OF SNOW	SALTING
SNOW AND ICE ABATEMENT	1-6 INCHES	25-50 FT 25.00	25.00
SNOW AND ICE ABATEMENT	6-12 INCHES	25-50 FT 35.00	25.00
SNOW AND ICE ABATEMENT	1-6 INCHES	50-100 FT 25.00	25.00
SNOW AND ICE ABATEMENT	6-12 INCHES	50-100 FT 35.00	25.00
SNOW AND ICE ABATEMENT	1-6 INCHES	100-500 FT 50.00	50.00
SNOW AND ICE ABATEMENT	6-12 INCHES	100-500 FT 65.00	50.00
SNOW AND ICE ABATEMENT	1-6 INCHES	500-1000 FT 45.00	65.00
SNOW AND ICE ABATEMENT	6-12 INCHES	500-1000 FT 125.00	65.00

Square-foot abatement for other work bid chart:

SNOW AND ICE ABATEMENT	1-6 INCHES	Per SQ FT	.025
SNOW AND ICE ABATEMENT	6-12 INCHES	Per SQ FT	.03

Number of Persons Employed by Contractor: 38

Available Equipment:

Work history: SEE ATTACHED

References:

Signed

[Redacted Signature]

Date: 11-05-15

Print: AS FURRHA

Title: DIRECTOR OF OPERATIONS

REQUEST FOR LEGISLATION

DATE: November 13, 2015

FROM: Frances McMullan, City Clerk

SUBJECT: Parking Bureau Location and Fee Amendment Resolution

SUMMARY/BACKGROUND

Ypsilanti City Council adopted Ordinance No. 1256 on September 15, 2015. This ordinance allowed for the creation of a Parking Violations Bureau in the City of Ypsilanti. According to this ordinance, the City Manager or his designee, subject to City Council approval, are to establish a convenient location, appoint qualified employees, and adopt rules and regulations for the operation of the Parking Violations Bureau.

Pursuant to the ordinance, the City Manager has appointed the City Clerk as his designee to operate the Bureau. The Clerk has chosen the Clerk/Treasure's Office as the location of the Bureau and the staff at the Clerk/Treasure's Office as the qualified employees to operate the Bureau. The attached resolution confirms these selections. The Bureau is currently in the process of determining rules and regulations that are necessary for the operation of the Bureau. These will be presented to City Council for confirmation at its next meeting.

Additionally, this resolution cleans up the existing fines for parking violations, brings them into compliance with the City Code, and provides for progressively increasing amounts to encourage timely responses to tickets.

Finally, a form for contesting tickets that will be forwarded to the 14A2 District Court with the ticket is attached for City Council's information and in order to provide input.

ATTACHMENTS: Proposed Resolution
Draft Ticket Appeal Form

RECOMMENDED ACTION: Adoption of the resolution

DATE RECEIVED: _____ AGENDA ITEM NO. Resolution No. 2015-263

CITY MANAGER COMMENTS: _____

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL: _____

COUNCIL ACTION TAKEN: _____



Resolution No. 2015 – 263
November 17, 2015

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Ypsilanti City Council amended Ypsilanti City Code Section 102-81(a) to establish a Parking Violations Bureau for the purpose of handling all alleged parking violations within the City of Ypsilanti pursuant to the Revised Judicature Act, Public Act 154 of 1968, as amended, (MCL.8395); and

WHEREAS, pursuant to Ypsilanti City Code Section 102-81(b), the City Manager or the City Manager's designee will, subject to the approval of the City Council establish a convenient location for the Parking Violations Bureau, appoint qualified employees to administer the Bureau, and adopt rules and regulations for the operation thereof; and

WHEREAS, the City Manager has made the City Clerk his designee in charge of the Parking Violations Bureau, the City Clerk has chosen the City Clerk/Treasurer's office as the location of the Parking Violations Bureau, and the City Clerk has appointed the staff of City Clerk/Treasurer's office to administer the bureau; and

WHEREAS, The duly appointed Parking Violations Bureau will promulgate rules and regulations, pursuant to and in accordance the Code of Ordinances and Michigan law, for consideration by City Council at its next meeting; and

WHEREAS, pursuant to Ypsilanti City Code Section 102-82 the schedule of violation fines and fees for parking violations notices and citations are set by resolution of the City Council (except for violations of Ypsilanti City Code Section 102-61(c); and

WHEREAS, the City of Ypsilanti Parking Violations Bureau is proposed to be up and running beginning December 1, 2015;

NOW THEREFORE BE IT RESOLVED that the City of Ypsilanti City Council approves the City Clerk/Treasurer's office as the location of the Parking Violations Bureau and the staff of City Clerk/Treasurer's office to administer the Bureau.

NOW THEREFORE BE IT FURTHER RESOLVED that the City of Ypsilanti hereby amends the City of Ypsilanti Fee Schedule under the section subtitled "Parking Fees" as follows effective December 1, 2015:

1. Parking with an expired meter: \$10 if paid before the end of the next business day; \$15 if paid within another 14 days; and \$25 if paid thereafter; and
2. Parking over the legal limit under Section 102-61(c) is removed from the fee schedule as that fine is currently set by ordinance; and
3. For all other parking violations under this heading the initial fine listed in the fee schedule will remain the same; however, if the listed fine is not paid within 14 days (or if the 14th day does not fall on a business day, the next business day thereafter), the amount of the fine will increase by an additional \$10; and if that increased fine is not paid within another 14 days, the fine will increase by an additional \$15; and
4. Should a person contest a parking violation notice pursuant to Ypsilanti City Code Section 102-81(f), the amount of the fine for the contested violation will be the amount the fine for that violation would have been if it was paid on the day the City receives a contested the violation in compliance with Section 102-81(f).

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: 0 VOTE:

I do hereby certify that the above resolution is a true and correct copy of Resolution 2015-263 as passed by the Ypsilanti City Council, at their Meeting held on November 17, 2015.

Frances McMullan, City Clerk



City of Ypsilanti

Parking Ticket Appeal Form

To contest a parking ticket or admit responsibility with an explanation , you must complete, sign and return this form to the Ypsilanti Parking Bureau - City Clerk/Treasurer's Department at City Hall. You may also either *mail* your appeal to 1 S. Huron Street, Ypsilanti, MI 48197 or *fax* your appeal to (734) 482-5790. You must attach a copy of your ticket to this form.

NOTE: Once received by the City, fines do not increase while the ticket is on hold and being reviewed.

(PLEASE PRINT)

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP/POSTAL CODE: _____

PHONE #: _____

EMAIL ADDRESS: _____

TICKET INFORMATION:

TICKET/CITATION #: _____ DATE & TIME OF ISSUANCE: _____

LICENSE PLATE #: _____ STATE OF THE LICENSE PLATE: _____

REASON FOR CONTESTING TICKET OR EXPLANATION: _____

SIGNATURE: _____ DATE: ____/____/____

I certify that the details of my appeal are true and accurate.

All appeals will be handled by the 14A-2 District Court: 415 W. Michigan Avenue, Ypsilanti, MI 48197 (734) 484-6690.

For any questions, comments, or concerns please call the Parking Violations Bureau: 734-483-1100.

Note: The City asserts that appeals for the following reasons will likely be insufficient: lack of available space, financial hardship, ignorance of regulations, bad weather or darkness, only parked illegally for a few minutes, running late, inconvenient assigned area, and unread or misunderstood signs.



REQUEST FOR LEGISLATION

NOVEMBER 17, 2015

To: Mayor and City Council

From: Kevin M. Welch, HR Manager

Subject: Best Practices for City Manager Performance Review

Summary & Background:

The Human Resource Department has been asked to provide guidance on a process conducting a performance evaluation for the City Manager. If the City Council chooses to change the current process, I would suggest that you adopt a resolution authorizing the City Attorney and the HR Manager to develop an action plan that City Council can consider. The Action plan can include the following steps:

- Determine frequency of review. Such as annually.
- Development of an objective documentation form with defined rating factors to evaluate.
- Development of communication process for the results of the evaluation. Either by City Council Committee to the City Manager or by the entire City Council.

The development of these steps should include the ICMA resources that are available to us. The HR Manager, City Attorney and City Clerk are available to help guide the City Council in these steps. City Council may want to have a discussion with the City Manager to jointly determine these steps as well.

Recommended Action: Approval

Attachments: Resolution ICMA Article and Sample Forms

City Manager Approval: _____ **Council Agenda Date**11/17/2015

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 important to conduct performance evaluations for the City Manager: and

Whereas, the City Manager reports to the City Council; and

Whereas, the City Council would like to develop best practices when it comes to developing a fair and objective performance evaluation; and

NOW THEREFORE BE IT RESOLVED THAT, the Council of the City of Ypsilanti directs the City Clerk, HR Manager and City Attorney to prepare a recommendation for best practices for the City Council to consider for conducting a performance evaluation for the City Manager.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

I do hereby certify that the above resolution is a true and correct copy of Resolution 2015-264 as passed by the Ypsilanti City Council, at their meeting held on November 17, 2015.

Frances McMullan, City Clerk

CITY MANAGER AND CITY CLERK EVALUATION PROCESS

CITY OF YPSILANTI

On April 1, 1999 the City of Ypsilanti's approved the Performance Evaluation process for all Non-Union employees. As a part of the handbook under Item **2.09 Performance Evaluation** it states "Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted at the midpoint, and at the end, of an employee's initial period in any new position. This period, known as the probationary period, allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. After the initial probationary period, performance evaluations shall be conducted annually on the employee's anniversary date. It is the responsibility of the individual supervisors to track employee anniversary dates."

In accordance with the Non-Union Handbook the Mayor (Could be City Council) should initiate an employee evaluation for the City Manager and City Clerk on near his or her anniversary date. The City Council will use a standard evaluation form which may be amended to reflect the work plan and individual goals set for each position during the previous year's evaluation.

The City Council will approve the form that will be used to evaluate the City Manager and the City Clerk prior to the actual evaluation.

The Mayor, or his or her designee, will be responsible for circulating an electronic form and/or hard copy to all of the City Council Members and the effected employee. The Mayor will set a date for all of the completed forms to be returned to him/her. Upon receipt of the evaluation forms, the Mayor or his or her designee, will compile all of the data and create a combined summary report (averaging numerical scores and/or compiling/summarizing written comments) to share with the employee. The summary will include an average score for each appropriate category ranked, if scoring is used. It will also contain specific comments as supplied by the City Council Members for the employee's performance over the previous year(s). Any specific comments included in the summary report will not identify the individual City Council Member with specific comments to protect their anonymity and the integrity of the process.

Once the summary report has been created, the Mayor and at least one or two other City Council Members will schedule a review meeting with the employee to discuss the evaluation and set goals for the next year.

At the next regularly scheduled City Council meeting the summary report will be given to the full City Council with an update of how the evaluation process went and the future goals set from board and employee input. The employee is entitled to have this meeting conducted in a "closed session meeting" if he or she wishes to discuss specific details of the evaluation with the full board.

City of Ypsilanti

PERFORMANCE EVALUATION

Employee:

Title:

Evaluation Date:

Last Evaluation Date:

1. What areas of my/your job performance am I most proud of in the past 12 months?

2. What areas of my/your job performance do I not want to repeat in the future?

3. What would I like to/see you accomplish in the next 12 months to improve my/your job performance?

OTHER COMMENTS:

DATE

Department Head's Signature

DATE

Employee's Signature

City Manager Performance Evaluation

City of _____

Evaluation period: _____ to _____

Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to _____. The deadline for submitting this performance evaluation is _____. Evaluations will be summarized and included on the agenda for discussion at the work session on _____.

Mayor's Signature

Date

Governing Body Member's Signature

Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- _____ Diligent and thorough in the discharge of duties, "self-starter"
- _____ Exercises good judgment
- _____ Displays enthusiasm, cooperation, and will to adapt
- _____ Mental and physical stamina appropriate for the position
- _____ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

2. PROFESSIONAL SKILLS AND STATUS

- _____ Maintains knowledge of current developments affecting the practice of local government management
- _____ Demonstrates a capacity for innovation and creativity
- _____ Anticipates and analyzes problems to develop effective approaches for solving them
- _____ Willing to try new ideas proposed by governing body members and/or staff
- _____ Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- _____ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- _____ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- _____ Disseminates complete and accurate information equally to all members in a timely manner
- _____ Assists by facilitating decision making without usurping authority
- _____ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

4. POLICY EXECUTION

- _____ Implements governing body actions in accordance with the intent of council
- _____ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- _____ Understands, supports, and enforces local government's laws, policies, and ordinances
- _____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- _____ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

5. REPORTING

- _____ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- _____ Responds in a timely manner to requests from the governing body for special reports
- _____ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- _____ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- _____ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

6. CITIZEN RELATIONS

- _____ Responsive to requests from citizens
- _____ Demonstrates a dedication to service to the community and its citizens
- _____ Maintains a nonpartisan approach in dealing with the news media
- _____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- _____ Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

7. STAFFING

- _____ Recruits and retains competent personnel for staff positions
- _____ Applies an appropriate level of supervision to improve any areas of substandard performance
- _____ Stays accurately informed and appropriately concerned about employee relations
- _____ Professionally manages the compensation and benefits plan
- _____ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

8. SUPERVISION

- _____ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- _____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- _____ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- _____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- _____ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

9. FISCAL MANAGEMENT

- _____ Prepares a balanced budget to provide services at a level directed by council
- _____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- _____ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- _____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- _____ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

10. COMMUNITY

- _____ Shares responsibility for addressing the difficult issues facing the city
- _____ Avoids unnecessary controversy
- _____ Cooperates with neighboring communities and the county
- _____ Helps the council address future needs and develop adequate plans to address long term trends
- _____ Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? _____

What performance area(s) would you identify as most critical for improvement? _____

What constructive suggestions or assistance can you offer the manager to enhance performance? _____

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period? _____

City Manager Evaluation

Please rate the city manager using the following scale:

<u>Rating</u>	<u>Description</u>
1	Unacceptable - Unsatisfactory performance
2	Conditional - Requires Improvement
3	Satisfactory - Meets Council expectations
4	Exceptional - Generally exceeds Councils expectations
5	Outstanding - Substantially exceeds Councils expectations

Please return your evaluation form to the Mayor as soon as possible.

Supervision

Does the City Manager maintain a standard of respect for department head's ability and encourage their initiative? Does he challenge them to perform at their highest level?	Rating	Comments:
--	--------	-----------

Leadership

Does the city manager inspire others to succeed? Does he actively promote efficiency in operations? Does he demonstrate a high regard for personal ethics?	Rating	Comments:
--	--------	-----------

Execution of Policy

Does he understand the laws and ordinances of the city and cause them to be fairly enforced?	Rating	Comments:
--	--------	-----------

Community Relations

Does the city manager work well with citizens and properly handle their complaints?	Rating	Comments:
---	--------	-----------

Administrative Duties

Does the city manager properly handle his administrative duties?	Rating	Comments:
--	--------	-----------

Economic Development

Does the city manager work well with developers while protecting the city's interest? Does he work to increase the city's tax base through economic development?

Rating

Comments:

Intergovernmental Relations

Does the city manager cooperate cordially with neighboring communities and citizens while looking after the interests of Bonner Springs?

Rating

Comments:

City Council Relations

Does the city manager work well with the city council in making sure there is adequate information available prior to meetings? Is he willing to meet with council members to deal with individual problems and issues?

Rating

Comments:

Planning

Does the city manager involve himself in the planning process to the correct degree? Does he review the process and look for better ways to handle development activities?

Rating

Comments:

Financial Management / Budget

Does the city manager ensure the budget is prepared and executed in the manner approved by the city council? Does he ensure the city's monies are managed properly?

Rating

Comments:

Additional Comments:

Name of Rater: _____

Date: _____

**CITY OF BURLESON, TEXAS
CITY MANAGEMENT PERFORMANCE RATING**

**(IN ACCORDANCE WITH THE ICMA EIGHT
PRACTICES FOR EFFECTIVE LOCAL GOVERNMENT MANAGEMENT)**

)(
Rate each performance criteria with the following rating scale:
E = (excellent - far exceeds expectations)
G = (good - exceeds expectations)
A = (acceptable - meets expectations)
U = (unacceptable - does not meet expectations)
)(

GROUP I. STAFF EFFECTIVENESS

Promoting the development and performance of staff and employees throughout the organization (requires knowledge of interpersonal relations; skill in motivation techniques; ability to identify others' strengths and weaknesses)

___ 1. Coaching/Mentoring Providing direction, support, and feedback to enable others to meet their full potential (requires knowledge of feedback techniques; ability to assess performance and identify others' developmental needs)

___ 2. Team Leadership. Facilitating teamwork (requires knowledge of team relations; ability to direct and coordinate group efforts; skill in leadership techniques)

___ 3. Empowerment. Creating a work environment that encourages responsibility and decision making at all organizational levels (requires skill in sharing authority and removing barriers to creativity)

___ 4. Delegation. Assigning responsibility to others (requires skill in defining expectations, providing direction and support, and evaluating results)



Reference
Number

100998

GROUP II. POLICY FACILITATION

Helping elected officials and other community actors identify, work toward, and achieve common goals and objectives (requires knowledge of group dynamics and political behavior; skill in communication, facilitation, and consensus-building techniques; ability to engage others in identifying issues and outcomes)

___1. Facilitative Leadership. Building cooperation and consensus among and within diverse groups, helping them identify common goals and act effectively to achieve them; recognizing interdependent relationships and multiple causes of community issues and anticipating the consequences of policy decisions (requires knowledge of community actors and their interrelationships)

___2. Facilitating Council Effectiveness. Helping elected officials develop a policy agenda that can be implemented effectively and that serves the best interests of the community (requires knowledge of role/authority relationships between elected and appointed officials; skill in responsibly following the lead of others when appropriate; ability to communicate sound information and recommendations)

___3. Mediation/Negotiation. Acting as a neutral party in the resolution of policy disputes (requires knowledge of mediation/negotiation principles; skill in mediation/negotiation techniques)

GROUP III. SERVICE DELIVERY MANAGEMENT

Ensuring that local government services are provided to citizens effectively, efficiently, and responsively (requires knowledge of service areas and delivery options; skill in assessing community needs, allocating resources, and predicting the impact of service delivery decisions; ability to set performance/productivity standards and objectives and measure results)

___ 1. Functional/Operational Expertise. Understanding the basic principles of service delivery in functional areas -- e.g. public safety, community and economic development, human and social services, administrative services, public works

___ 2. Operational Planning. Anticipating future needs, organizing work operations, and establishing timetables for work units or projects (requires knowledge of technological advances and changing standards; skill in identifying and understanding trends)

___ 3. Citizen Service. Determining citizen needs and providing responsive, equitable services to the community (requires knowledge of information gathering techniques)

___ 4. Quality Assurance. Maintaining a consistently high level of quality in staff work, operational procedures, and service delivery (requires knowledge of organizational processes; ability to facilitate organizational improvements)

GROUP V. DEMOCRATIC RESPONSIVENESS

Demonstrating a commitment to democratic principles by respecting elected officials, community interest groups, and the decision making process; educating citizens about local government; and acquiring knowledge of the social, economic, and political history of the community (requires knowledge of democratic principles, political processes, and local government law; skill in group dynamics, communication, and facilitation; ability to appreciate and work with diverse individuals and groups and to follow the community's lead in the democratic process)

___ 1. Democratic Advocacy. Fostering the values and integrity of representative government and local democracy through action and example; ensuring the effective participating of local government in the intergovernmental system (requires knowledge and skill in intergovernmental relations)

___ 2. Diversity. Understanding and valuing the differences among individuals and fostering these values throughout the organization and the community

___ 3. Citizen Participation. Recognizing the right of citizens to influence local decisions and promoting active citizen involvement in local government

GROUP VI. ORGANIZATIONAL PLANNING AND MANAGEMENT

Providing for the short-term and long-term acquisition, allocation, and analysis of financial and human resources (requires knowledge and skill in budgeting, financial analysis, human resources management, and strategic planning)

___ 1. Budgeting. Preparing and administering the budget (requires knowledge of budgeting principles and practices, revenue sources, projection techniques, and financial control systems; skill in communicating financial information)

___ 2. Financial Analysis. Interpreting financial information to assess the fiscal condition of the community, determine the cost-effectiveness of programs, and compare alternative strategies (requires knowledge of analytical techniques and skill in applying them)

___ 3. Human Resources Management. Ensuring that the policies and procedures for employee hiring, promotion, performance appraisal, and discipline are equitable, legal, and current; ensuring that human resources are adequate to accomplish programmatic objectives (requires knowledge of personnel practices and employee relations law; ability to project workforce needs)

___ 4. Strategic Planning. Positioning the organization and the community for events and circumstances that are anticipated in the future (requires knowledge of long-range and strategic planning techniques; skill in identifying trends that will affect the community; ability to analyze and facilitate policy choices that will benefit the community in the long run)

GROUP VII. COMMUNICATION

Facilitating the flow of ideas, information, and understandings between and among individuals; advocating effectively in the community interest (requires knowledge of interpersonal and group communication principles; skill in listening, speaking, and writing; ability to persuade without diminishing the views of others)

___1. Advocacy. Communicating personal support for policies, programs, or ideals that serve the best interest of the community

___2. Presentation Skills. Conveying ideas or information effectively to others (requires knowledge of presentation techniques and options; ability to match presentation to audience)

___3. Media Relations. Communicating information to the media in a way that increases public understanding of local government issues and activities and builds a positive relationship with the press (requires knowledge of media operations and objectives)

___4. Interpersonal Communication. Exchanging verbal and nonverbal messages with others in a way that demonstrates respect for the individual and furthers organizational and community objectives (requires ability to receive verbal and nonverbal cues; skill in selecting the most effective communication method for each interchange)

GROUP VIII. INTEGRITY

Demonstrating fairness, honesty, and ethical and legal awareness in personal and professional relationships and activities (requires knowledge of business and personal ethics; ability to understand issues of ethics and integrity in specific situations)

 1. Personal Integrity. Demonstrating accountability for personal actions; conducting personal relationships and activities fairly and honestly

 2. Professional Integrity. Conducting professional relationships and activities fairly, honestly, legally, and in conformance with the ICMA Code of Ethics (requires knowledge of administrative ethics and specifically the ICMA Code of Ethics)

 3. Organizational Integrity. Fostering ethical behavior throughout the organization through personal example, management practices, and training (requires knowledge of administrative ethics; ability to instill accountability into operations; and ability to communicate ethical standards and guidelines to others)

BURLESON SPECIFIC CRITERIA

In addition to the ICMA Practices, the following items are considered important by the City Council, for the effective management of the City of Burleson organization.

- ___ 1. Communication with Council. Accurately interprets the direction of the City Council; keeps the City Council well informed
- ___ 2. Community Relationship. Keeps an active and positive relationship with the community; providing information to citizens; speaking to community organizations; reaching out to keep community relationship alive
- ___ 3. Working with Other Entities. Strives to build and maintain positive working relationships with other government entities, such as State, counties, school districts, federal agencies, and others
- ___ 4. Maintaining Sensitivity. Listens and understands positions and circumstances of others; communicates that understanding toward problem solving and improved communications
- ___ 5. Sense of Humor. Maintains and shares an appropriate sense of humor, to help create positive working environment for city organization
- ___ 6. Crises Management. Deals effectively when a crises occurs, handling situation and keeping City Council informed

ICMA Publications / PM Magazine / October 2015

A Manager's Performance Appraisal: Prepare With Confidence

by Rick Dacri

Imagine you're responsible for organizing the family vacation. It's all planned, and everyone piles into the car ready to go. From the back seat, you hear: "I want to go to Disney." "No, I want to go to the beach." "No, we always do what you want, let's go camping."

Your partner gently leans over and says: "I want to go for a romantic vacation, without the kids, and by the way, we should fly, not drive." And now, if things couldn't be worse, you know they will all judge you, and the quality of their vacation will be based on your decision.

Crazy? Is this scenario all that unrealistic? In fact, for many, this resembles the life of a local government manager. As one city administrator defined it, "multiple conflicting priorities," topped off with a performance appraisal.

POWERFUL TOOL WITH BENEFITS

As a manager, your job is to carry out the wishes of the governing board. But if you cannot find agreement on where you are going, who is driving, and who is in charge, you are on the road to dysfunctional government and a strained relationship with elected officials.

An evaluation of the manager—a process hated by most and ignored by others—should be an opportunity to both develop a manager's knowledge and move a community forward.

If we are able to step back from the report-card aspect of most appraisal processes and realize that a performance appraisal is simply a tool used by elected officials to ensure that community goals are being met, then one can appreciate the power of this tool.

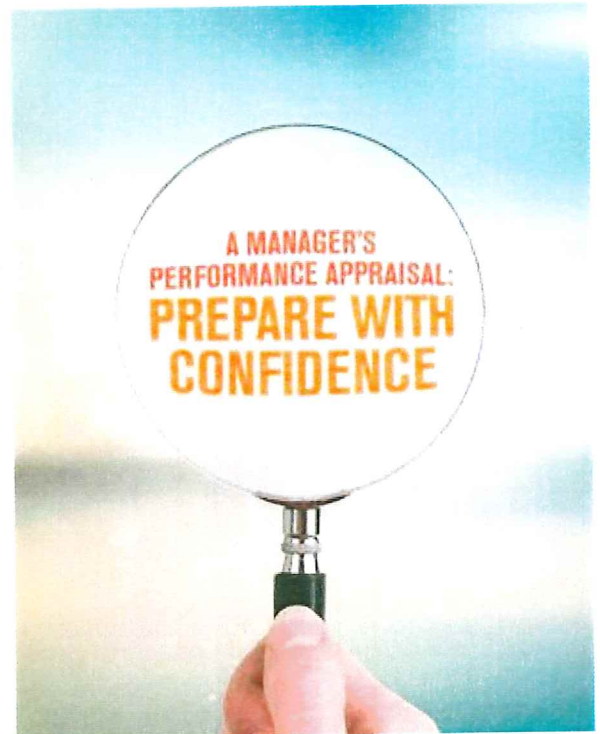
So why doesn't that happen?

One Pennsylvania township has a five-year plan in place that marries its business plan to its strategic and financial plans. The town is run like a private sector business according to its town manager. When the five-person, elected board hired the manager 11 years ago, board members recognized that a professional manager who embraced sound business and financial practices was needed to run their organization.

With a background in accounting, he pushed long-term planning with goal setting, and out of this process came the need for both strategic planning and an evaluation process. Nothing in business works effectively without clear direction and strategy, along with clearly defined metrics to measure progress.

But simply having a business plan does not ensure positive results. These five essential components found in most well-run communities should be present:

- Well-defined mission and vision.
- Clearly defined goals and expectations.



- Defined roles and responsibilities.
- Positive working relationships.
- A method to evaluate the progress and success of the manager.

Mission and vision. Defining who you are, what you believe, and where you are going—all rudiments of an effective strategic plan—is crucial. In one Vermont tourist community, administrators view their town as a business that is dependent on tourism and marketing to visitors, while still focusing on primary and secondary homeowners.

Elected officials always make decisions with an eye on this mission, keeping them focused and forward thinking. Managers and officials must regularly discuss their mission, vision, and strategy, while defining values that they believe, and from which they operate and conduct business. When mired in constant crisis or reacting to the day-to-day issues, communities can sacrifice their future and the opportunities this future presents.

Goal setting. The goal-setting process can be the most dynamic and harmonizing event that managers and governing boards experience. Many communities do it annually, while others do it after each new board is seated.

Here, the board can establish clear expectations and accountability standards for the manager, ensuring that he or she is aligned with the board's interests. Done well, this becomes a vibrant, proactive experience. Without it, people could find themselves sailing on a rudderless ship, destined for disaster.

Clarity of roles. Local governments work best when there is only one manager. Yet too often, councilmembers get confused about their role and think they, too, are the manager. Like the two-headed monsters of Greek mythology, they find themselves moving in different directions. It doesn't work.

Good governance makes good government. One town manager quotes Plato when he discusses governance during board orientations. "To do one's own business and not to be a busybody is justice," which basically means justice is found in fulfilling your own role while not overstepping it.

Taking the time to define roles and adhering to them minimizes problems in the future and is essential to meaningful appraisals.

Positive working relations. I regularly tell people who I work with that results can only occur if there are three elements in place: 1) a positive working relationship between the board and the manager; 2) a shared mission about what the locality is and what the locality wants to accomplish; and 3) a commitment to move forward together in a collegial manner.

With that foundation, communities can progress. But absent any one element, things come tumbling down. Relationships based on trust, respect, and confidence are essential.

Governing and managing are all about the relationship. Managers must know that they have the backing of the elected officials and vice versa.

Evaluation process. Putting in place a progressive process to evaluate the manager allows for healthy discussion; clarification of expectations; refocus of direction, if needed; and open communication. No business relationship can occur without accountability standards, and this is the power of the appraisal process.

WHAT MAKES A GOOD EVALUATION PROCESS?

Agreement on the process. Ideally, the governing board and the manager should come together to decide how to do this, when it should be done, and on what basis the manager will be evaluated.

While many shy away from evaluations, one Connecticut manager built the process into his contract to ensure he had open communication with "his new bosses," to understand their viewpoints, and to make sure he was in sync with each of them.

When I have developed appraisals with managers and governing officials, I have found that simply discussing the process opens lines of communication, breaks down barriers, and often leads to discovering emerging new areas of communality.

More than a form. Good evaluations are simply conversations, not forms. In fact, the forms are often a distraction from what is truly important. A frank open dialogue, with all individuals participating, is much better than including a five-point Likert scale and boxes to check on a form.

Forms are good for clarity and recordkeeping. They make the human resources professionals and lawyers happy, but they can never replace the feedback received during the appraisal interview. Good evaluations occur when people are talking and listening with each other, not when forms are written, read, signed, and forgotten in a file.

Manager self-evaluations. Managers should take time to both critically evaluate their own performance and that of their organizations. Elected officials readily admit that they do not know what managers do each day—and why should they?

It is not their responsibility to monitor everything the manager does. Managers should, however, communicate what they have done and more importantly, what they have accomplished during the period.

After all, they were hired and are being paid for accomplishments, not activities or simply showing up. A pinch of selfless self-promotion is also a good thing.

Review of goals. As noted earlier, this is an ideal time to review progress on the manager's goals and objectives. It is also a period when new goals can be established. Goal setting is the heart of the appraisal process.

In one Connecticut town, every two years, the board, the manager, and the department heads get together for a formal goal-setting session. They incorporate a three-step process that includes:

- Identifying the overarching issues facing the town. The top five umbrella issues nearly always include public safety, quality of life, infrastructure, education, and economic development.
- Breaking down each issue using a modified SWOT analysis and then addressing what they want to focus on and improve upon the next year.
- Coming up with 50 to 100 individual action items, prioritizing them, and then creating a workplan.

The manager and the department heads then allocate responsibilities and time frames for completion. This plan forms the basis for the manager's and the department heads' performance appraisal.

Development of the manager. Having a manager with yesterday's ideas is like eating day-old bread. It won't kill you, but it also won't satisfy your palate.

The demands of running a multimillion-dollar business with staff, equipment, changing technology, constant changes in regulations and legislation, employees, unions, and resident demands requires a manager who is up-to-date, understands best practices, and manages with knowledge and confidence.

Ongoing professional development readies the manager. It must be a requirement of each manager and an essential component to discuss during the review process.

Performance appraisal cannot simply be a look back. What happened yesterday cannot be changed. The review must include a look forward, and one way to guarantee that a manager can get a community to where it wants to go is through professional development.

Managers need continuous skills training, exposure to new ideas and concepts, interaction with other successful managers, knowledge of changes in legislation and regulations, and awareness of emerging trends. Seminars, professional association programs, conferences, and college seminars are essential elements to this development process.

Communication is the key. Whether it is on or off the record, fluid, open, and meaningful dialogue that ensures that everyone is in the loop guarantees success. Managers must talk and listen to the board and vice versa.

The best reviews contain more conversation, with less emphasis on the forms; a clear understanding of the respective roles and responsibilities; well-defined goals and expectations; metrics and timeliness; and genuine respect and trust. When this is present, the appraisal process is working.

POTENTIAL STUMBLING BLOCKS

Unfortunately, too often these stumbling blocks can derail the process:

Politics. As I regularly find out from talking with managers and elected officials across the country, politics and everything that connotes often poisons the evaluation process. Conflicting agendas, singular motives, scores to settle, or an unwillingness to embrace the community's mission and vision make governing difficult, thwart consensus, and derail the process.

As one Florida councilmember stated: "Agendas by councilors prevent good evaluations." When politics gets in the way, managers become afraid to make bold moves. They fear losing their jobs and become too paralyzed to be effective, and then often shy away from addressing the difficult issues.

Surprises. Surprises should be left for birthday parties, not evaluations. The review process cannot endure many surprises. Issues should be addressed as they occur and not stored in a gunnysack and saved for review time.

The governing board and the manager must always be transparent, open, and forthcoming. Matters that seemingly emerge from left field kill conversation, put individuals on the defensive, and serve no other purpose than to derail the process.

Report-card approach. A review is a development tool. It is a mechanism to plan for the future. It cannot be a merely a grading mechanism that reminds you of your past shortcomings. You can't be effective with a club over your head.

Lack of differentiation between performance and personality. Managers are hired to perform. While getting along and congeniality are important, the more critical piece is getting things done. Having a nice guy who accomplishes little is not an enviable standard.

That said, defining the important traits of a successful manager is important during the hiring process and reinforcing these during the appraisal process is appropriate.

A SUCCESSFUL RELATIONSHIP

Local government management can be difficult and complex. To be successful, the relationship between the manager and elected officials must be open and positive. Each must understand the other's roles and expectations.

The manager's job is to take care of everyone in the organization. Officials expect them to run and grow the business; carry out their mandates; recruit, retain, and develop the internal talent; and prepare the organization for the future.

It is the role of the officials to take care of the manager in a supportive manner. Managers, like any employees, want their basic needs met and when they are not, resentment occurs.

They want a governing board that provides clear expectations and accountability standards, understands managers' needs and expectations, and provides timely performance reviews. Late reviews and salaries that fall below their peers are two areas that cause the greatest resentment resulting in breakdowns in the relations and turnover of managers.

Next vacation, when everyone happily piles into the car and agrees on a destination and driver, then and only then can it be viewed as a positive experience. Managing a city or county requires the same. And when that happens, everyone can enjoy the ride.



Rick Dacri is a management adviser, Dacri & Associates, Kennebunk, Maine, and author of the book *Uncomplicating Management: Focus on Your Stars & Your Company Will Soar* (rick@dacri.com; www.dacri.com).

COMMENTS & RATINGS

Community Rating: 5.0 of 5 stars (average of 1 review)

Show breakdown

Please [sign in](#) to rate this article.



Linda Kelly said

This is excellent advice. I am preparing for my annual evaluation and this is a terrific refresher of the whys and hows of the process, and even more important, a reminder to keep it all in perspective, as Rick notes the evaluation is "simply a tool used by elected officials to ensure that community goals are being met." Thank you Rick for this helpful article.

[Sign in to comment](#) or [comment anonymously](#).

Access Blocked - Content Alert

The URL: <http://ttg.rotator.hadj1.adjuggler.net/servlet/ajrotator/1472230/0/vh?z=ttg&dim=773059&kw=&click=> was blocked

ICMA

- About
- Membership
- Ethics
- Priorities
- Partners
- Career Network
- News
- Events

UNIVERSITY

- About
- Annual Conference
- Professional Development
- Credentialing
- Leadership Development

ICMA HOME

- Contact Us
- Sign up for E-Newsletter
- Join Now
- Make a Gift

PUBLICATIONS

- Print
- Digital
- PM Magazine
- Blog

PROGRAM CENTERS

- About
- Sustainable Communities
- Performance Analytics
- Management Strategies

INTERNATIONAL

- About
- Projects
- Services
- Where We Work
- CityLinks
- Resources
- News



INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION

777 North Capitol Street NE, Suite 500, Washington, DC 20002-4201 800-745-8780/202-962-3680 fax 202-962-3680

[Privacy Statement](#) | [Terms of Use](#)



November 13, 2015

Frances McMullan
City Clerk
1 South Huron
Ypsilanti, MI 48197

RE: Special Assessments

In accordance with the City Charter Chapter, Special Assessments, Chapter 8.01. Article VIII. I hereby certify that the attached is a true copy of all Special Assessments, which are due and have remained unpaid as of October 31, 2015.

The City Council, at their next meeting, can authorize me to levy these unpaid bills on the December 2015 Tax Roll.

Sincerely,

Kimberly D. Teamer
City Treasurer



REQUEST FOR LEGISLATION
November 17, 2015

From: Kimberly D. Teamer, City Treasurer

Subject: Special Assessment

SUMMARY & BACKGROUND:

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

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

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

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

Attachments: Listing of unpaid board ups, trash, weeds removal, ordinance 624's, graffiti, dangerous escrow and inspection, demolition and miscellaneous bills as of October 31, 2015 for the City of Ypsilanti.

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

RECOMMENDED ACTION: Approval

ATTACHMENT: Special Assessment Roll

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 11-17-15

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2015 - 265
November 17, 2015

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, that, the City Treasurer be authorized to levy and assess on the December 2015 tax roll the attached listing of unpaid bills totaling \$29,971.89

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

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

**SPECIAL ASSESSMENT ROLL
CITY OF YPSILANTI
2015**

109:	Trash	5,450.00
110:	Weed	7,665.00
112:	Rental Inspection	2,928.00
124:	Dangerous Escrow	8,700.00
125:	Dangerous Inspection	2,025.00
128:	Snow Removal	2,290.00
100:	Board Up	823.00
8260:	Rec Park Drain	90.89
Total Specials		\$29,971.89

11/13/2015
10:03 AM

SPECIAL ASSESSMENT ROLL

Page: 1/2
DB: Ypsi15

All Records
All Special Assessments
WINTER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-10-360-020	CAMERON, SHENESA D	100: BOARD UP	231.00
11-11-10-360-021	MURRAY MINNIE	100: BOARD UP	125.00
11-11-39-440-007	SEABORN ASSETS	100: BOARD UP	324.00
11-11-39-440-019	CROCKETT, REGINA	100: BOARD UP	143.00
11-11-09-112-010	206 GROVE, LLC	109: TRASH	150.00
11-11-37-101-012	SIMMONS, CARTER	109: TRASH	650.00
11-11-37-105-003	MCGILL KEITH JR	109: TRASH	150.00
11-11-37-156-003	LOFTHOUSE, COREY	109: TRASH	1,150.00
11-11-39-302-025	ROBERSON DAWN Y	109: TRASH	650.00
11-11-39-414-006	SECOND BAPTIST CHURCH	109: TRASH	1,300.00
11-11-39-430-006	TIERRA BUENA PROPERTIES	109: TRASH	150.00
11-11-39-440-008	HARBOUR HIGH YEILD FUND L	109: TRASH	100.00
11-11-39-440-031	SHEPARD FAITH	109: TRASH	100.00
11-11-39-440-032	IZIREIN, EHI-OHI-ABIGAIL	109: TRASH	250.00
11-11-39-480-023	HENRY RICHARD G	109: TRASH	150.00
11-11-39-481-012	MILLER NICOLE	109: TRASH	100.00
11-11-40-311-017	FARHA, RAED	109: TRASH	550.00
11-11-09-112-010	206 GROVE, LLC	110: WEEDS	395.00
11-11-09-112-019	MALOCHA LUCINDA M	110: WEEDS	165.00
11-11-09-190-005	HOOD LAWRENCE	110: WEEDS	165.00
11-11-10-267-005	AHMAD-HILL, CAMERON-CYNTH	110: WEEDS	165.00
11-11-10-330-012	SCHROCK, MICHAEL	110: WEEDS	165.00
11-11-10-356-022	FISSEHAYE, GEBRENIQUS	110: WEEDS	165.00
11-11-10-360-021	MURRAY MINNIE	110: WEEDS	165.00
11-11-37-129-007	TURNER JOSEPHINE	110: WEEDS	165.00
11-11-37-130-024	HERMAN LANCE	110: WEEDS	330.00
11-11-37-151-024	PATRICK JEFFREY D & JANIC	110: WEEDS	100.00
11-11-37-153-019	BROWN, NICOLE A	110: WEEDS	100.00
11-11-37-154-015	SARTOR, FRANK- MARILYN	110: WEEDS	560.00
11-11-39-125-029	READING ROAD TRUST COMPAN	110: WEEDS	165.00
11-11-39-160-013	VMI MANAGEMENT SERVICES.	110: WEEDS	395.00
11-11-39-167-020	YPSI GATEWAY COMM/ECONOMI	110: WEEDS	345.00
11-11-39-167-023	YPSI GATEWAY COMM/ECONOMI	110: WEEDS	165.00
11-11-39-285-014	BOONE, RODNEY JR	110: WEEDS	165.00
11-11-39-301-016	FRYE, LEWIS, KINCAD, GENE	110: WEEDS	165.00
11-11-39-302-025	ROBERSON DAWN Y	110: WEEDS	165.00
11-11-39-430-006	TIERRA BUENA PROPERTIES	110: WEEDS	330.00
11-11-39-430-007	HAWKINS, HENRY ESTATE	110: WEEDS	330.00
11-11-39-431-009	FANNIE MAE	110: WEEDS	165.00
11-11-39-432-001	RAL REALTY LLC	110: WEEDS	395.00
11-11-39-433-009	LEE, ANGELA	110: WEEDS	230.00
11-11-39-440-007	SEABORN ASSETS	110: WEEDS	330.00
11-11-39-440-008	HARBOUR HIGH YEILD FUND L	110: WEEDS	330.00
11-11-39-440-032	IZIREIN, EHI-OHI-ABIGAIL	110: WEEDS	115.00
11-11-39-465-008	WHISENANT, ROBERT- FREIDA	110: WEEDS	165.00
11-11-39-480-023	HENRY RICHARD G	110: WEEDS	330.00
11-11-40-430-049	VANDERHYDE WILLIAM & SHAD	110: WEEDS	180.00
11-11-40-462-014	NEWMAN, ANSLIE	110: WEEDS	165.00
11-11-40-463-044	VFW LODGE POST 2408	110: WEEDS	395.00
11-11-04-340-001	CARVER EARL	112: RENTAL INSPEC	630.00
11-11-04-493-008	MCLINDEN, ANDREW	112: RENTAL INSPEC	110.00
11-11-05-307-010	SMILEY GERDA U,TRUST	112: RENTAL INSPEC	55.00
11-11-05-351-007	STARKWEATHER JOHN STUART	112: RENTAL INSPEC	55.00
11-11-05-352-005	HASSAN, AMINA	112: RENTAL INSPEC	130.00
11-11-09-192-013	ALBERS, DENNIS	112: RENTAL INSPEC	120.00
11-11-10-235-003	CLOUD, RAYMOND WAYNE JR	112: RENTAL INSPEC	110.00
11-11-37-151-022	MARSHALL, CHRIS	112: RENTAL INSPEC	110.00
11-11-37-153-008	CAMERON, AHMAD	112: RENTAL INSPEC	185.00
11-11-39-165-009	BOWMAN, DARRELL R	112: RENTAL INSPEC	55.00
11-11-39-168-023	FRANCOIS ALLEN	112: RENTAL INSPEC	55.00
11-11-39-174-010	LOGIC ENTERPRISES, INC	112: RENTAL INSPEC	65.00
11-11-39-425-009	LALECHECO LLC	112: RENTAL INSPEC	55.00
11-11-39-425-015	OPULANT PROPERTIES	112: RENTAL INSPEC	110.00
11-11-39-426-042	MILLICENT, CHU	112: RENTAL INSPEC	110.00
11-11-39-427-021	ELLIOTT, ALICE	112: RENTAL INSPEC	55.00
11-11-39-440-023	WILLIAMS, BRUCE T	112: RENTAL INSPEC	75.00
11-11-40-134-003	BELFRY APARTMENTS, LLC	112: RENTAL INSPEC	252.00
11-11-40-182-014	HEEGAN, FREDERICK-ERIK	112: RENTAL INSPEC	55.00
11-11-40-185-011	COLLEGE TOWN HOLDINGS LLC	112: RENTAL INSPEC	80.00
11-11-40-189-009	RUSHTON, JAMES-MICHELLE	112: RENTAL INSPEC	55.00
11-11-40-431-011	RAJABI REZA IRA	112: RENTAL INSPEC	401.00
11-11-04-495-023	THOMPSON BLOCK PARTNERS L	124: DANGEROUS - ESCR	1,800.00
11-11-05-381-019	KIM, NGUYEN DUC-PHU	124: DANGEROUS - ESCR	900.00
11-11-10-262-005	NORTHWESTERN ENERGY INVE	124: DANGEROUS - ESCR	900.00
11-11-39-101-017	NORTH FORD RD RENTAL	124: DANGEROUS - ESCR	1,800.00
11-11-39-440-031	SHEPARD FAITH	124: DANGEROUS - ESCR	1,800.00
11-11-40-485-007	PRIMA VERY ITALIANA, LLC	124: DANGEROUS - ESCR	1,500.00
11-11-04-495-023	THOMPSON BLOCK PARTNERS L	125: DANGEROUS - INSP	450.00
11-11-05-381-019	KIM, NGUYEN DUC-PHU	125: DANGEROUS - INSP	75.00

11/13/2015
10:03 AM

SPECIAL ASSESSMENT ROLL
All Records
All Special Assessments
WINTER SEASON

Page: 2/2
DB: Ypsil5

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-10-262-005	NORTHWESTERN ENERGY INVES	125: DANGEROUS - INSP	225.00
11-11-39-101-017	NORTH FORD RD RENTAL	125: DANGEROUS - INSP	450.00
11-11-39-440-031	SHEPARD FAITH	125: DANGEROUS - INSP	450.00
11-11-40-485-007	PRIMA VERY ITALIANA, LLC	125: DANGEROUS - INSP	375.00
11-11-03-371-010	MICHICALI EQUITIES LLC	128: SNOW REMOVAL	90.00
11-11-10-335-010	HAMMIG, MARK	128: SNOW REMOVAL	90.00
11-11-37-129-004	FRYAR, RODNEY	128: SNOW REMOVAL	80.00
11-11-37-129-007	TURNER JOSEPHINE	128: SNOW REMOVAL	80.00
11-11-37-130-024	HERMAN LANCE	128: SNOW REMOVAL	90.00
11-11-37-151-024	PATRICK JEFFREY D & JANIC	128: SNOW REMOVAL	80.00
11-11-37-154-015	SARTOR, FRANK- MARILYN	128: SNOW REMOVAL	110.00
11-11-37-154-021	TRUE LIGHT APOSTOLIC	128: SNOW REMOVAL	80.00
11-11-37-156-003	LOFTHOUSE, COREY	128: SNOW REMOVAL	80.00
11-11-37-203-004	JOHNSON, SALLY	128: SNOW REMOVAL	80.00
11-11-37-203-011	SPEARS, RAYMOND-JESSICA	128: SNOW REMOVAL	90.00
11-11-37-204-001	LEWIS WANDA L	128: SNOW REMOVAL	90.00
11-11-39-104-003	WEST, CAVEN	128: SNOW REMOVAL	80.00
11-11-39-160-013	VMI MANAGEMENT SERVICES.	128: SNOW REMOVAL	90.00
11-11-39-167-016	LI, CHAO	128: SNOW REMOVAL	80.00
11-11-39-168-012	ADS REAL ESTATE ENTERPRIS	128: SNOW REMOVAL	90.00
11-11-39-168-022	LOYER ERIN J	128: SNOW REMOVAL	80.00
11-11-39-413-011	WILLIAMS & BIGHAM, ET ALL	128: SNOW REMOVAL	90.00
11-11-39-430-006	TIERRA BUENA PROPERTIES	128: SNOW REMOVAL	80.00
11-11-39-430-007	HAWKINS, HENRY ESTATE	128: SNOW REMOVAL	80.00
11-11-39-431-009	FANNIE MAE	128: SNOW REMOVAL	90.00
11-11-39-440-019	CROCKETT, REGINA	128: SNOW REMOVAL	80.00
11-11-39-480-002	CHASE HOME FINANCE-LIEN H	128: SNOW REMOVAL	90.00
11-11-39-480-022	SHOWCASE INVESTMENTS LLC	128: SNOW REMOVAL	160.00
11-11-39-480-023	HENRY RICHARD G	128: SNOW REMOVAL	160.00
11-11-39-145-018	MOOD DERVIN R	8260: REC PARK DRAIN	7.95
11-11-39-145-019	DZIAK ANNE J	8260: REC PARK DRAIN	3.61
11-11-39-145-020	TRAPP RONALD & MARGARET	8260: REC PARK DRAIN	5.26
11-11-39-145-043	SAVOY, LAWRENCE-MARLY	8260: REC PARK DRAIN	6.71
11-11-39-145-044	PERKINS AARON CARL	8260: REC PARK DRAIN	6.71
11-11-39-145-045	KASS RYSZARD	8260: REC PARK DRAIN	3.61
11-11-39-145-046	KASS RYSZARD	8260: REC PARK DRAIN	3.61
11-11-39-145-047	KASS RYSZARD	8260: REC PARK DRAIN	3.61
11-11-39-145-048	KASS RYSZARD	8260: REC PARK DRAIN	3.61
11-11-39-214-004	FOLEY DONALD K ,ETHAN K	8260: REC PARK DRAIN	3.82
11-11-40-312-013	GUNTHER, ASHLEY N	8260: REC PARK DRAIN	3.40
11-11-40-357-004	MOORE DARYL	8260: REC PARK DRAIN	5.88
11-11-40-357-005	GRISHAM MAURICE & SHEILA	8260: REC PARK DRAIN	5.47
11-11-40-357-006	BERG, AMANDA-STEVEN	8260: REC PARK DRAIN	5.67
11-11-40-357-007	SCHIPPERS JOHN & ERICA	8260: REC PARK DRAIN	6.19
11-11-40-357-009	COSTANZO-VENTURA, LORINDA	8260: REC PARK DRAIN	3.92
11-11-40-357-010	KOLEWSKI, NICHOLAS A	8260: REC PARK DRAIN	3.92
11-11-40-357-011	WILSON AARON ALBERT & BRO	8260: REC PARK DRAIN	4.02
11-11-40-357-012	SCHIPPERS JOHN L & ERICA	8260: REC PARK DRAIN	3.92
Totals for 100 BOARD UP	Count: 4		823.00
Totals for 109 TRASH	Count: 13		5,450.00
Totals for 110 WEEDS	Count: 32		7,665.00
Totals for 112 RENTAL INSPEC	Count: 22		2,928.00
Totals for 124 DANGEROUS - ESCR	Count: 6		8,700.00
Totals for 125 DANGEROUS - INSP	Count: 6		2,025.00
Totals for 128 SNOW REMOVAL	Count: 25		2,290.00
Totals for 8260 REC PARK DRAIN	Count: 19		90.89
Grand Totals	Count: 127		29,971.89

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

Name:

Evan

last name:

Sweet

Address:

[REDACTED]

address2:

city:

Ypsilanti

state:

MI

zip:

48197

Years in Community:

Ward:

2

Phone:

[REDACTED] 0

Email:

[REDACTED]

Education:

Bachelor's Degree from EMU in Public Administration and Recreation and Park Management.

Occupation:

Member Services Coordinator

Employer:

Canton Township

BOARD OF INTEREST:

Parks and Recreation Commission

Interest:

I am interested in serving on the Parks and Recreation Commission because I believe that I can help the Commission reach and obtain their goals, as well as aid in new ideas, and ensuring recreational opportunities and access for residents.

Applicatory Experience:

I have volunteered at local parks, including Recreation Park, Riverside Park, and Frog Island Park cleaning up trash and helping to beautify the parks with the city.

I also have experience in the Parks and Recreation field and have been employed by:

Canton Township Leisure Services Dept.

City of Ann Arbor Parks and Recreation Services

Oakland County Parks and Recreation

City of Taylor Golf, Parks and Recreation

Attendance Requirement:

Yes

Signature:

Yes

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

>
>
> Name:
> Russell
>
> last name:
> Olwell
>
> Address:
> 201 Boone Hall, EMU
>
> address2:
>
>
> city:
> Ypsilanti
>
> state:
> MI
>
> zip:
> 48197
>
> Years in Community:
> 16+ working here
>
> Ward:
>
>
> Phone:
> [REDACTED]
>
> Email:
> [REDACTED]
>
> Education:
> Ph.D., MIT
>
> Occupation:
> Professor
>
> Employer:
> EMU
>
> BOARDOFINTEREST:
> Ypsilanti Downtown Development Authority

>

> Interest:

> interest in supporting downtown businesses

>

> Applicatory Experience:

> I have worked for the past decade on project that had an impact on Ypsilanti in terms of education (GEAR UP) and programs that are community development oriented (Hamilton Cross, Strong Housing). I have also been active on Eastern Leaders Group for the past 5 years. Serving on the DDA would allow me to help bring together EMU and the city of Ypsilanti, as well as the local businesses that the DDA supports.

>

> Attendance Requirement:

> Yes

>

> Signature:

> Yes

>

>



Resolution No. 2015-266
November 17, 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 17, 2015
7:00 P.M.

I. CALL TO ORDER –

The meeting was called to order at 7:07 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. 2015-257, "approving work and payment to Carr's Outdoor Services for city street crack sealing" from Section XI, Consent Agenda, and heard during Section XII, Resolutions/Motions/Discussions.

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

VI. INTRODUCTIONS –

VII. PRESENTATIONS –

Homelessness Strategy:

- Zero 2016 Initiative – Human Services Manager Andrea Plevak, Office of Community & Economic Development
- Winter Shelter Update – Amanda Carlisle, Director of Washtenaw Housing Alliance

VIII. AUDIENCE PARTICIPATION –

IX. REMARKS BY THE MAYOR –

X. PUBLIC HEARINGS –

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. **(Second Reading)**

- A. Resolution No. 2015-252, determination
Offered By: Council Member N Brown, Seconded By: Council Member Vogt
Approved: Yes – 6; No – 0; Absent - 1 (Richardson)
- B. Open public hearing
- C. Resolution No. 2015-253, close public hearing
Offered By: Council Member N Brown, Seconded By: Council Member Vogt
Approved: Yes – 6; No – 0; Absent - 1 (Richardson)

XI. CONSENT AGENDA –

Resolution No. 2015-254

- 1. Resolution No. 2015-255, approving minutes of November 3, 2015.
Offered By: Council Member A Brown, Seconded By: Council Member N Brown
Approved: Yes – 6; No – 0; Absent - 1 (Richardson)
- 2. Resolution No. 2015-256, recognizing the Ypsilanti Community Band Association as a nonprofit organization operating in the City of Ypsilanti for the purpose of obtaining a charitable gaming license.
Offered By: Council Member A Brown, Seconded By: Council Member N Brown
Approved: Yes – 6; No – 0; Absent - 1 (Richardson)
- ~~3. Resolution No. 2015-257, approving work and payment to Carr's Outdoor Services for city street crack sealing.~~ **(Removed and Heard during Section XII, Resolutions/Motions/Discussions)**
- 4. Resolution No. 2015-258, approving CDBG Agreement with Washtenaw County for 2015 ADA Ramps Infrastructure Improvement Project.
Offered By: Council Member A Brown, Seconded By: Council Member N Brown
Approved: Yes – 6; No – 0; Absent - 1 (Richardson)
- 5. Resolution No. 2015-259, confirming appointment of Attorney Peter A. Letzmann as Alternate Administrative Hearing Officer.
Offered By: Council Member A Brown, Seconded By: Council Member N Brown
Approved: Yes – 6; No – 0; Absent - 1 (Richardson)

XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

- 1. Resolution No. 2015-257, approving work and payment to Carr's Outdoor Services for city street crack sealing.
Offered By: Council Member A Brown, Seconded By: Council Member N Brown
Approved: Yes – 5; No – 1 (Robb); Absent – 1 (Richardson)

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)***
Offered By: Council Member Murdock, Seconded By: Council Member N Brown
Approved: Yes – 6; No – 0; Absent - 1 (Richardson)
3. Resolution No. 2015-248, approving DDA Intergovernmental Agreement.
Offered By: Council Member Murdock, Seconded By: Council Member Vogt
Approved: Yes – 6; No – 0; Absent - 1 (Richardson)
4. Resolution No. 2015-260, approving contract with AKT Peerless.
Offered By: Council Member Vogt, Seconded By: Council Member N Brown
Approved: Yes – 6; No – 0; Absent - 1 (Richardson)
5. Resolution No. 2015-261, approving notice of termination of Right of Re-Purchase and Estoppel Certificate to Family Dollar.
Offered By: Council Member Robb, Seconded By: Council Member Vogt
Approved: Yes – 6; No – 0; Absent - 1 (Richardson)
6. Resolution No. 2015-262, approving contracts for snow abatement and authorizing the City Manager to sign the contracts and determine the primary and alternate contractors.
Offered By: Council Member N Brown, Seconded By: Council Member Vogt
Approved: Yes – 6; No – 0; Absent - 1 (Richardson)
7. Resolution No. 2015-263, amending the City of Ypsilanti fee schedule under the Section subtitled, "Parking Fees & Bureau".
Offered By: Council Member Murdock, Seconded By: Council Member A Brown
Approved: Yes – 6; No – 0; Absent - 1 (Richardson)
8. Resolution No. 2015-264, adopting process for City Manager and City Clerk evaluations.
Offered By: Council Member A Brown, Seconded By: Council Member N Brown
Failed: Yes – 2; No – 4 (Robb, Murdock, N Brown, Vogt); Absent – 1 (Richardson)
9. Resolution No. 2015- 265, authorizing the City Treasurer to levy and assess on the December 2015 tax roll the unpaid special assessments.
Offered By: Council Member Vogt, Seconded By: Council Member N Brown
Approved: Yes – 6; No – 0; Absent - 1 (Richardson)

XIII. 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

XIV. COUNCIL PROPOSED BUSINESS –

XV. COMMUNICATIONS FROM THE MAYOR –

Nominations:

Downtown Development Authority

Russell Olwell (replacing Ken Dobson)
201 Boone Hall, EMU
Ypsilanti, MI 48197
Term expiration: 7/7/2017

Parks and Recreation Commission

Evan Sweet (new appointment)
1103 Kingwood St.
Ypsilanti, MI 48197
Term expiration: 12/1/2015-12/1/2018

Linda Horne (reappointment)
205 Oak St.
Ypsilanti, MI 48198
Term expiration: 12/1/2015-12/1/2018

XVI. COMMUNICATIONS FROM THE CITY MANAGER –

XVII. COMMUNICATIONS –

- November 19, 2015 – Goal Setting 6:00-10:00 p.m. @ SPARK East, 215 W. Michigan Ave.
- 3rd Goal Setting Meeting – December 7th

XVIII. AUDIENCE PARTICIPATION –

XIX. REMARKS FROM THE MAYOR -

XX. ADJOURNMENT –

Resolution No. 2015-266, adjourning the Council meeting.
The meeting adjourned at 9:48 p.m.