

1. City Council Agenda

Documents: [05-19-16 AGENDA.PDF](#)

2. City Council Packet

Documents: [5-19-16 COUNCIL MEETING PACKET.PDF](#)



**CITY OF YPSILANTI
REGULAR/BUDGET COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
Thursday, May 19, 2016
6:00 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. INTRODUCTIONS –

VI. AGENDA APPROVAL –

VII. PRESENTATIONS –

VIII. AUDIENCE PARTICIPATION –

IX. REMARKS BY THE MAYOR –

X. RESOLUTIONS/MOTIONS/DISCUSSIONS –

Resolution No. 2016-111, awarding contract for the Residential and Commercial Demolition Package.

XI. BUDGET SESSION -

- General Fund Revenues and Non-General Funds Expenditures Review/Questions (FY2015-16, 2016-2017, 2017-2018)
- Five year projections July 1, 2016 – June 30, 2021 – John Kaczor

Marilou Uy, Fiscal Services Director

- Finance Department Revenues – Page 1
- Finance-General Accounting – Pages 12-13
- Assessing – Page 15
- Friends Groups (Senior Center, Nutrition Services & Parkridge Comm Ct, PCC Foundation, Recreation-Swimming Pool) Pages 31-34
- Vacation & Sick – Page 34
- MTT and Chargebacks – Page 35
- Transfer and Contributions – Page 35
- General Obligation and Water Sewer Bonds
G.O. Bonds – Pages 76-83, 110-111

W&S Bonds – Pages 84-87, 102-105, 108-109, 112-125

DDA 2004 A Bond (473) Pages 106-107

- Economic Development Corporation (415) – Pages 100-101
- Public Transit Fund (588) – Pages 129-130
- Fire & Police Pension Fund (732) – Pages 141-144
- Retirees’ Benefits Fund (736) – Pages 145-148
- Motorpool Replacement Schedule and Cash Flow (641) – Pages 131-137

R. Lange, City Manager

- Administration Pages 11-12
- Community Services Page 12
- Wrap-up

XII. LIASON REPORTS –

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

XV. COUNCIL PROPOSED BUSINESS –

XVI. COMMUNICATIONS FROM THE MAYOR –

XVII. COMMUNICATIONS FROM THE CITY MANAGER –

XVIII. AUDIENCE PARTICIPATION –

XIX. REMARKS FROM THE MAYOR –

XXI. ADJOURNMENT -

Resolution No. 2016-112, adjourning the City Council meeting.



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REQUEST FOR LEGISLATION
May 19, 2016

To: Mayor and Council

From: Beth Ernat, Director of Community and Economic Development

Subject: Blight Elimination Grant – Residential and Commercial Demolition Bid Approval

SUMMARY & BACKGROUND: The City Council approved last August the acceptance of a grant for the demolition of seven residential and one commercial property. In order to prepare a bid for the demolitions the City was required to have environmental inspections of each property and reports submitted to the Michigan Land Bank. AKT Peerless was the lowest bidder for the environmental reviews and project management. Council approved a contract with AKT in October 2015.

AKT created the bid packet, a mandatory pre-bid and walk-through of each location was held May 2nd and sealed bids were received on May 12th. Six bids were received, the lowest was \$119,290.00 and the highest was \$283,000.

The project budget is approximately \$190,000. Source of funds:
Michigan Land Bank - \$250,000

Environmental studies and monitoring	- \$50,000
Permits and fees	- \$10,000
Demo contractor	-\$147,213.75
Contingency	- \$42,786.25

The lowest bid did was grossly low in regards to the commercial property. The average cost for the commercial demo was \$75,000; the lowest bidder proposed \$36,000 and the entire bid was more than \$20,000 less than the second lowest bidder. Both staff and AKT had concerns with the lowest bidder and the cost being irregularly low.

The second lowest bidder's cost was \$147,213.75. The cost was well within budget; the contractor is a women and minority owned business with a good track record.

The properties to be demolished are:

361 First Avenue, 431 First Avenue, 530 First Avenue, 439 Madison Blvd, 888 Madison Blvd, 540 Second Avenue, 1042 Watling Street, and 220 N. Park Street.

RECOMMENDED ACTION: Staff recommends approval of the second lowest bidder, McMillian Group, in the amount of \$147,213.75 for demolition of residential and commercial property. Staff additionally recommends rejecting the lowest bid by Simply Construction, in the amount of \$119,290.00 due to an irregular low bid.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti seeks to reduce blight and demolish unsafe structures owned by the City; and

WHEREAS, the City let bids and received six qualified bids for the demolition of City owned property and the bids are within the project budget; and

WHEREAS, the City seeks to reject the lowest bid by Simply Construction based on having an irregular low bid and seeks to accept the second lowest bidder, McMillian Group, due to price and experience.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council awards the Residential and Commercial Demolition package bid to the second lowest bidder, McMillian Group, and seeks to have Its Mayor and Clerk enter into a contract to be approved by City Attorney for the amount of \$147,213.75 and allow change orders to be signed by the City Manager.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Addendum to Agreement for Services

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal Home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and, referred to as "CONTRACTOR", a _____
_____. (sole proprietor, corporation, partnership, etc.).

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 - 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 affect 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. 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.

Addendum to Agreement for Services

10. 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."

11. 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

Addendum to Agreement for Services

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 NO 1) Comprehensive General Liability

YES NO 2) Automobile Liability

YES NO 3) Owners Contractors Protective Liability

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

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

(6) 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

Addendum to Agreement for Services

(e) Broad Form Liability Endorsement

(7) 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

(8) 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.

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

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

(11) 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

Addendum to Agreement for Services

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."

12. Conflict of Interest - 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.

13. Contingent Fees - 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.

14. 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

Addendum to Agreement for Services

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.

15. 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.

16. 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.

17. 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:

(1) 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.

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

(3) 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.

Addendum to Agreement for Services

(4) 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).

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

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

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.

19. Living Wage - 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).

A. Suitable notices shall be posted in the work place.

B. 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.

C. 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.

D. 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.

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

20. Iran Economic Sanctions Act 517 of 2013 - Pursuant to the Iran Economic Sanctions act, MCL 129.211, before accepting any bid or proposal, or entering into any contract for goods or

Addendum to Agreement for Services

services with any prospective Provider, the Provider must first certify that it is not an “Iran Linked Business” as defined by that law.”

21. 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.

22. 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).

23. Definitions -

A. 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.”

B. 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).

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.

23. 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.

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

Addendum to Agreement for Services

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

CONTRACTOR: _____

By (Signature): _____

Printed Name: _____

Title: _____

CITY OF YPSILANTI, a Michigan Municipal Home-rule City

BY: _____

Amanda Edmonds, Mayor

BY: _____

Frances McMullan, City Clerk

APPROVED AS TO FORM:

BY: _____

JOHN M. BARR, Ypsilanti City Attorney
P10475



Resolution No. 2016-112
May 19, 2016

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: