1. City Council Agenda

   Documents: 06-07-16 FINAL AGENDA.PDF

2. City Council Meeting Packet

   Documents: JUNE 21ST CITY COUNCIL MEETING PACKET.PDF

CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
Tuesday June 21, 2016
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. INTRODUCTIONS –

Proclamation recognizing the service of Rod Johnson to the Ypsilanti Planning Commission

VI. AGENDA APPROVAL –

VII. PRESENTATIONS –

VIII. AUDIENCE PARTICIPATION –

IX. REMARKS BY THE MAYOR –

X. PUBLIC HEARINGS –

1. Ordinance to Amend Budget Appropriations by Department and major Organizational Unit for FY 2015-16. ***(Ordinance No. 1271)***

   A. Resolution No. 2016 - 127, close public hearing

2. Ordinance to Adopt Budget Appropriations by Department and Major Organizational Unit for FY 2016-2017 and FY 2017-2018. ***(Ordinance No. 1272)***

   A. Resolution No. 2016-128, close public hearing

3. "2016-2017 Tax Levy Ordinance". ***(Ordinance No. 1273)***

   A. Resolution No. 2016-129, close public hearing

XI. <u>CONSENT AGENDA</u> - Resolution No. 2016-130

1. Resolution No. 2016-131, approving the minutes of June 7, 2016.

2. Resolution No. 2016-132, approving the use and carry of Naloxone/Narcan by the Ypsilanti Police Department (YPD).

4. Resolution No. 2016-133, authorizing the City Treasurer to levy and assess the unpaid special assessments to the July tax roll.

5. Resolution No. 2016-134, approving agreement with the Ann Arbor YMCA to provide recreational opportunities during 2016 and 2017 to area youth in City parks at no cost to the City.

6. Resolution No. 2016-135, establishing Indigenous Peoples Day in the City of Ypsilanti.

7. Resolution No. 2016-136, approving contract with Governmental Consultant Services, Inc. (GCSI) for lobbying services.

8. Resolution No. 2016-137, approving appointments to Boards and Commissions.

XII. <u>RESOLUTIONS/MOTIONS/DISCUSSIONS</u> –

1. Resolution No. 2016 -138, approving MDOT contract for incentive payment for RR grade crossing closure at Park Street.

2. Resolution No. 2016 - 139, approving MDOT contract for incentive payment for RR grad crossing closure at Grove Street.

3. Resolution No. 2016-140, approving MDOT contract for Tap Grant for Border to Border Trail Michigan Avenue Mid-Block Crossing.

4. Resolution No. 2016-141, approving fee schedule.

5. Resolution No. 2016-142, approving contract renewal with Washtenaw County for IT Services.

6. Resolution No. 2016-143, approving three-year contract with WSA Assessing.

7. Resolution No. 2016-144, approving Ordinance No. 1271 to Amend Budget Appropriations by Department and major Organizational Unit for FY 2015-16. ***(Second Reading)***

8. Resolution No. 2016-145, approving Ordinance No. 1272 to Adopt Budget Appropriations 7by Department and Major Organizational Unit for 2016-2017 and 2017-2018 fiscal years. ***(Second Reading)***

9. Resolution No. 2016-146, approving Ordinance No. 1273, "2016-2017 Tax Levy Ordinance. ***(Second Reading)***

XIII. <u>LIASON REPORTS</u> –

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. <u>COUNCIL PROPOSED BUSINESS</u> –

XVI. <u>COMMUNICATIONS FROM THE MAYOR</u> –

XVII. <u>COMMUNICATIONS FROM THE CITY MANAGER</u> –

XVIII. <u>AUDIENCE PARTICIPATION</u> –

XIX. <u>REMARKS FROM THE MAYOR</u> –

XXI. <u>ADJOURNMENT</u> -

Resolution No. 2016-147, adjourning the City Council meeting.

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XXI. <u>ADJOURNMENT</u> -

Resolution No. 2016-147, adjourning the City Council meeting.

Resolution No. 2016 - 127
June 21, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2016 - 128
June 21, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Public Hearing to consider an ordinance entitled, "An Ordinance to Adopt Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years "2016 – 2017 and 2017 - 2018", be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Revised
Resolution No. 2016 – 129
June 21, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing on the proposed ordinance entitled, "2016-2017 Tax Levy Ordinance", be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2016-130
June 21, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2016-131, approving the minutes of May 19, June 7, and June 8, 2016.

2. Resolution No. 2016-132, approving the use and carry of Naloxone/Narcan by the Ypsilanti Police Department (YPD).

3. Resolution No. 2016-133, authorizing the City Treasurer to levy and assess the unpaid special assessments to the July tax roll.

4. Resolution No. 2016-134, approving agreement with the Ann Arbor YMCA to provide recreational opportunities during 2016 and 2017 to area youth in City parks at no cost to the City.

5. Resolution No. 2016-135, establishing Indigenous Peoples Day in the City of Ypsilanti

6. Resolution No. 2016-136, approving contract with Governmental Consultant Services, Inc. (GCSI) for lobbying services.

7. Resolution No. 2016-137, approving appointments to Boards and Commissions.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Resolution No. 2016 – 131
June 21, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of May 19, June 7, and June 8, 2016 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Draft

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

I. CALL TO ORDER –

The meeting was called to order at 6:16 p.m.

II. ROLL CALL –

Council Member Anne Brown	(7:23)	Present	Council Member Robb	Present
Council Member Nicole Brown		Present	Council Member Vogt	Present
Council Member Murdock		Present	Mayor Edmonds	Present
Mayor Pro-Tem Richardson		Present		

III. INVOCATION –

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

IV. PLEDGE OF ALLEGIANCE –

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

V. INTRODUCTIONS –

Mayor Edmonds introduced the following individuals; Principal at Municipal Analytics John Kaczor, Representatives from the Ypsilanti Senior Center, and Department Heads.

VI. AGENDA APPROVAL –

Mayor Pro-Tem Richardson moved, seconded by Council Member Vogt to approve the agenda.

Council Member Robb asked to remove Resolution 2016-114, requesting polling location changes.

City Clerk Frances McMullan stated that she spoke about the location change during the last meeting. Council Member Robb responded that the resolution can be placed on the June 7th agenda. Ms. McMullan stated that if this is approved in June, it will not meet the deadline for the notification requirements. Council Member Murdock added that relocating precincts could be put off until the November General Election. Ms. McMullan responded that it is her plan to have the new precincts in August, and by the November Election, voters would be used to their new locations.

Mayor Edmonds proposed to leave the resolution on the agenda and have further discussion and possibly amend the resolution. Council Member Robb approved of discussing the agenda item.

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

VII. PRESENTATIONS –

None

VIII. AUDIENCE PARTICIPATION –

1. Monica Prince, Senior Center, 1015 Congress, stated she has been with the Senior Center for tem years and wanted to update Council on what is happening at the center as well as trends. She stated that the Ann Arbor Area Community Foundation prepared a statistical analysis that showed a nine year difference in life expectancy between Ypsilanti and Ann Arbor adding that it is her opinion that something that needs to be examined to understand why. She added that she has been speaking with the Gerontology Department at EMU to see if they would be willing to perform an analysis. She stated 20% of Ypsilanti Households include a person over 60 and 11% of those homes are seniors living alone. She continued by stating that 10% of the senior population in Ypsilanti lives below the poverty level and that 80% of seniors in Ypsilanti have at least one chronic illness and many have more than one. She also stated many of the activities available at the Senior Center have helped this issue. She stated that the center can always use help to improve and works with a lot of volunteers and agencies in the area.

IX. REMARKS BY THE MAYOR –

— Stated the Ann Arbor Area Community Foundation can be examined by both zip code and municipality and the highest life expectancy is in Chelsea, which is 84. She said the average life expectancy in Ypsilanti Township is 66 and in the City 70. Ms. Edmonds said that is the same life expectancy as countries such as Burundi. Ms. Edmonds stated that based on the County Epidemiologist, the life expectancy is low based on cardiovascular issues brought on by poor exercise and diet. These issues are related to poverty, income, food access, physical activity, mental health, and etc…

X. RESOLUTIONS/MOTIONS/DISCUSSIONS –

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

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: Council Member Vogt
SECONDED BY: Council Member Nicole Brown

Economic Development Director Beth Ernat explained this project is being financed by the Blight Elimination Grant the City received from the Michigan Land Bank in the amount but not to exceed $250,000. Ms. Ernat said within that amount, a contract has been approved for AKT Peerless to perform Phase I studies and Phase II where required on all of the houses and the former Boys and Girls Club to be demolished. Ms. Ernat said the project will fall well within the $250,000. Ms. Ernat said the contract received identified demolition for 220 N. Park at $36,000, which seemed irregular given the size of the building; hence the reason the lowest bidder was waived. Ms. Ernat said the McMillon is a minority woman owned company out of Detroit with extensive experience who are able to begin as soon as possible. Ms. Ernat said every lot that is demolished must be brought back to grade and will be sold as developable lots. Ms. Ernat stated that once the Boys and Girls Club lot is completed, an RFP will be prepared seeking a developer for townhouses. Ms. Ernat said she is asking that Council waive the lowest bidder and provide staff permission to proceed to contract the second lowest bidder.

Council Member Robb stated Council did not receive supporting documentation on all companies who bid on this project. Ms. Ernat apologized and said she would provide that information to Council.

Council Member Murdock asked how many bids were received. Ms. Ernat responded "six" adding that she could forward the information to Council immediately.

Council Member Murdock stated that the Federal Government is investigating Detroit's Blight Elimination Program, to which Ms. Ernat agreed. Mr. Murdock asked if McMillon performs work in Detroit, to which Ms. Ernat responded that they do not. Mayor Pro-Tem Richardson asked if this company would be willing to hire people living in Ypsilanti, to which, Ms. Ernat responded she has not discussed that with the company.

Mr. Lange added that once the property has been demolished, the debris will not be buried underground - it will be removed from the site and continued by saying that these sites will be redevelopment ready. Council Member Murdock asked if the contract includes the environmental and asbestos, to which, Ms. Ernat responded in the affirmative and that the contract includes environmental monitoring.

Council Member Murdock stated he would like to postpone this item until Council had time to review the other bids. Ms. Ernat responded she takes responsibility for the other bids being left out of the packet but to postpone this would create an issue with the timeline.

Council Member Murdock moved, seconded by Council Member Robb to table Resolution No. 2016-111 until later in the meeting.

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

2. Resolution No. 2016-113, approving a budget amendment for a new Edith Hefley Park sign in the amount of $1,500.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Edith Hefley Tot Lot signage has been missing for many years; and

WHEREAS, after investigation, the original plans for the Charles Street Tot Lot were located and it was agreed that the signage for the Edith Hefley Tot Lot be consistent with that; and

WHEREAS, the cost of the sign is $1,500.00 and the Department of Public Services will install the sign; and

WHEREAS, the Parks & Recreation Committee were contacted and after reviewing the sign and the cost of same, they agreed at their May 10, 2016 meeting to pay the $1500 for the manufacture of the sign, with the approval of City Council, and

WHEREAS, staff is requesting that City Council approve amending the Parks & Recreation Budget to include payment of this invoice; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council is willing to amend the Parks & Recreation Budget to include payment of this invoice in the amount of $1500 for manufacture of a sign for Edith Hefley Tot Lot.

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

Council Member Robb asked when the City's parks signs were designed and installed. DPS Director Stan Kirton responded in the mid to late 1990's. Mr. Robb said he is not against the sign but all the City's signs are in poor condition and they look very dated. Mr. Robb said this gives the City an opportunity to create a modern design.

Mayor Edmonds asked who designed the sign. Mr. Kirton responded Huron Signs. Ms. Edmonds asked if the Huron Sign bid is the same as the other park signs. Mr. Kirton responded in the affirmative. Ms. Edmonds asked if Council is approving a contract or an amount and asked if it is possible to research other designs. Mr. Kirton responded the posts do not require changing and said it would be more expensive to change the design. Council Member Robb said he would forward the design of the Charles St. Tot Lot.

Mayor Edmonds stated if this is approved could further research be done regarding design and vendors. Mr. Kirton responded in the affirmative.

Mayor Pro-Tem Richardson asked if the amount will still be $1,500 for the sign and said she is not certain what the city is being asked to vote on. Mayor Edmonds added that what is being voted on is $1,500 for replacement. Ms. Richardson asked if the signs are changed is it certain that the sign will cost $1,500. Council Member Murdock asked if there would be an obligation to change the other park signs. Council Member Robb said the sign to the tot lot is faded and cannot be read and as these things happen if they are kept the same it makes the City look like it makes no progress.

On a roll call, the vote to amend Resolution No. 2016-113 was as follows:

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

VOTE:

YES: 6 NO: 0 ABSENT: 0 ABSTAIN: 1 (Murdock) VOTE: Carried

3. Resolution No. 2016-114, approving the relocation of precincts 1-3, 2-4 and 3-1, effective August 2, 2016 and for all future elections.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti is always striving to improve efficiencies when conducting elections and ways to make voting more assessable and convenient for the citizens of the City of Ypsilanti; and

WHEREAS, in order to improve upon space, the City Clerk is recommending the removal of Ward 1, Precinct 3 from Perry School (550 Perry St.) to Second Baptist Church (301 S. Hamilton); and

WHEREAS, in order to improve upon space, efficiency and parking, the City Clerk is recommending the removal of Precinct 2-4, primarily a student precinct, from Estabrook Elementary (1555 Cross) to Eastern Michigan University (McKinney Union on Cross Street, the EMU Honors College – former Trinity Church on W. Forest, or a 3rd alternate location); and

WHEREAS, in order to improve upon space, efficiency, and to provide a voting place for students, the City Clerk is recommending the removal of 3-1, from Emmanuel Lutheran Church (201 N. River) to Eastern Michigan University (McKinney Union on Cross Street, the EMU Honors College – former Trinity Church on W. Forest, or a 3rd alternate location).

NOW THEREFORE BE IT RESOLVED THAT the Council of the City of Ypsilanti approves the relocation of precincts 1-3, 2-4 and 3-1, effective August 2, 2016 and for all future elections.

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

City Clerk Frances McMullan stated she is willing to entertain postponing this until the November General Election. Ms. McMullan stated that it was her plan to make the change for the August Primary. which has a lower voter turnout to allow inspectors to be trained and citizens familiar with the change. Ms. McMullan said she understands there is a proposal on the ballot and there is concern about confusing voters. Ms. McMullan said if Council is opposed to approving this for the August election, it can be amended to have the change begin for the November Election.

Mayor Edmonds asked for more explanation about the need to move Ward 3-1 to a new location. Ms. McMullan stated staff has received requests from Eastern Michigan University to have a polling location on campus. Ms. McMullan explained Ward 2-4 and Ward 3-1 contains the student population of EMU which is why staff would relocate those two precincts to the same location. Ms. McMullan stated currently 3-1 votes at Emmanuel Lutheran, which has issues with space, and if this is not approved she will still look for another location for 3-1. Ms. McMullan said her overall goal is to make voting as convenient as possible. Ms. McMullan added the City has attempted to have a polling location on EMU's campus but this is the first time that EMU has reciprocated.

Mayor Edmonds stated she and Clerk McMullan have been discussing this for a number of months and she has been contacted by both students and student leadership and other interested parties in the community. Ms. Edmonds said she supports having a polling location on EMU's campus; however, she does not support moving 3-1 out of Emmanuel Lutheran. Ms. Edmonds explained many people voting in that precinct walk to Emmanuel Lutheran and she will need to take further time to examine that possibility. Ms. Edmonds supported moving 1-3 to Second Baptist and moving 2-4 to EMU's campus.

Council Member Robb stated his issue with moving 3-1 and 2-4 to McKenny Union is the handicap parking is not close to the building. Mr. Robb said he understands making voting more convenient for students but there should be an examination if the increase in voting at these precincts is a result of students voting. Ms. McMullan responded that staff will be meeting with university officials to discuss other possible locations on May 20th and she will be certain that accessibility is at the top of the list.

Mayor Edmonds stated the Honors College, former Trinity Church, might be a viable location. Mayor Pro-Tem Richardson asked where the parking lot is located at Trinity Church. Council Member Murdock responded the Church has a small parking lot. Ms. McMullan replied that staff is going to examine the location, which is why the resolution is structured in the manner it is. Ms. McMullan added the reason this has been brought to Council now is to try and get the citizens acclimated to the new location and to meet the state deadline. Ms. Edmonds said she would like to move forward. Ms. Richardson asked when the deadline is for the location change. Ms. McMullan responded she would like to have the notifications out by next week.

Council Member Murdock stated before the current City Charter went into effect, the City had five wards, one of which encompassed the entire campus. Mr. Murdock said the university was separated into two precincts but when the number of wards was reduced to three, the student population was split into different wards. Mr. Murdock explained it was done for political purposes to ensure that the student body could not influence the vote. Mr. Murdock added that when registration requirements changed, in effect, out of state students voter turnout dropped and because of this, there is not much activity at the student locations. Mr. Murdock said the issue with relocating a poll is trying to make it central with the precinct, which is not always possible. Mr. Murdock said there was an issue with 1-3 which was removed from East Middle School and the City was unable to find a location inside the precinct. Second Baptist Church is within the precinct but it is on the edge. It is Mr. Murdock's opinion that 2-4 is unique because moving into McKenny Union is almost the same distance as Estabrook. It is also Mr. Murdock's opinion that the August Election precincts 2-4 and 3-1 will not have a large turnout. Mayor Edmonds replied that in terms of training, she would rather inspectors be bored during the August Election rather than unprepared for November.

Council Member Vogt asked if the university will have classes during the November Election. Ms. McMullan responded classes are held on that day but the university has assured her the suggested locations are open spaces. Mr. Vogt said his concern is for parking. Ms. McMullan responded the parking will be free. Council Member Robb asked if the parking will be dedicated to voters, to which Ms. McMullan responded dedicated

parking has not been discussed but those logistics will be worked out. Mayor Edmonds stated she attends a lot of events on EMU's campus that have free parking and even when there are classes, parking is available. Council Member Nicole Brown disagreed and said there is always parking issues on campus. Mr. Robb said polls open at 7:00 a.m. and if parking is free, it will be filled by people who do not want to pay for parking. Ms. McMullan responded staff will request voter designated space. Mr. Robb asked how it will be enforced. Ms. Edmonds responded the August election will be a great time to see if the location is functional. Mr. Vogt said the August Primary would not act as a test and the parking volume would not be an issue during that election. Mr. Vogt added his son attends Eastern and every minute of every day there is an issue finding parking. Ms. McMullan replied since they are the student precincts, the hope is most voters will walk. Ms. McMullan added each election, staff receives calls from student voters who would go to Emmanuel Lutheran only to find they are registered in 2-4 and be required to walk all the way to Estabrook. Mayor Edmonds suggesting temporary parking signs for 30 minutes. Mr. Vogt replied students in the Leforge area would drive to the location.

Council Member Vogt stated he is leaning on beginning the location change for the November General Election. Mr. Vogt said he does not want to discourage students from voting for the millage during the August Election because he feels they would overwhelmingly support it. Mr. Vogt added if the change is made in August, communicating the change will fall directly on the City, but if the change is made for the November Election, the university could assist in informing the student body of the change in location. Ms. Edmonds responded the university could assist for the August election. Mr. Vogt responded no one would receive the notification.

Council Member Murdock stated that in the past, Student Government has run a shuttle from the student union to Emmanuel Lutheran for General Elections but that service is not provided for the August Primary because there is no one at the university. Council Member Robb stated during the 2014 August Primary, 16 people voted in 2-4 and 26 voted in 3-1 and the turnout was similar in the 2012 Primary. Ms. McMullan responded that the decision is Council's but she would like to know so plans can be made moving forward. Council Member Robb replied he would like to have more information on the parking situation at EMU. Ms. McMullan responded there is already a parking problem at Estabrook, which is the reason staff would like to remove a precinct from that location.

Council Member Murdock suggested amending the resolution to relocate 1-3 for the August Primary and wait for more information before relocating 3-1 and 2-4 to Eastern's Campus. Ms. McMullan responded that staff is meeting with EMU tomorrow, Friday, May 20th and Council's concerns will be addressed.

Council Member Murdock moved, seconded Council Member Robb to relocate 1-3 to Second Baptist Church for August and strike 2-4 and 3-1.

Council Member Murdock stated his motion does not preclude moving the two precincts to EMU for the November Election, it just removes it from this resolution.

On a roll call, the vote to amend Resolution No. 2016-114 was as follows:

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

VOTE:

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

Resolution No. 2016 – 114 as amended.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti is always striving to improve efficiencies when conducting elections and ways to make voting more assessable and convenient for the citizens of the City of Ypsilanti; and

WHEREAS, in order to improve upon space, the City Clerk is recommending the removal of Ward 1, Precinct 3 from Perry School (550 Perry St.) to Second Baptist Church (301 S. Hamilton

NOW THEREFORE BE IT RESOLVED THAT the Council of the City of Ypsilanti approves the relocation of Ward 1, Precinct 3, effective August 2, 2016 and for all future elections.

On a roll call, the vote to approve Resolution No. 2016-114 as amended was as follows:

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

VOTE:

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

Mr. Lange stated he understands why Council wants to see the information on the bids for the Residential Demolition Package, which had some very large bids and why the lowest bid came in at $119,000. Mr. Lange stated that the fact that the recommended company is a minority female owned business, should be worth the increase in cost. Mr. Lange asked what the total amount was for this project if all other contracts are factored in, to which Ms. Ernat responded "if McMillion is awarded the contract for $147,000 and is coupled with the $40,000 from AKT Peerless, the total is $187,000." Ms. Ernat added that if funds are available, she might be able to add one to two homes to the package but if she can't meet the dates ,that can't be done. Mr. Lange added that Mr. Barfield will also be purchasing a home and asking the City to demolish it, hoping to add it to this package.

Council Member Murdock stated when the City has a bid, there is usually a low and high offer and the rest are clumped in the middle, which is not the case for this bid. Ms. Ernat responded that based on the size of the company, in order to mobilize for a project like this, it is not profitable. Ms. Ernat added companies that have environmental in-house have lower bids because they would not be required to partner with another company. Mr. Murdock asked if the contract is only for demolition. Ms. Ernat responded in the affirmative and said AKT provided preliminary studies.

Council Member Murdock moved, seconded by Council Member Nicole Brown to remove Resolution No. 2016-111 from the table.

On a voice vote, the motion carried, and Resolution No. 2016-111 was removed from the table.

Council Member Robb stated he would like this to be tabled in order to follow the process. Mr. Robb said Council keeps making exceptions to not follow the process which ultimately gets the City in trouble. Mayor Edmonds appreciated Council Member Robb's sentiment but she does not have the expertise to make judgments

based on the information included in the bid. Ms. Edmonds said looking at these numbers in more depth will not change her opinion of this resolution. Ms. Ernat stated she does not have a process for this and reviewing past bids that Council approved, they run the full gambit. Ms. Ernat added the Freight House bid recently passed by Council was submitted to Council in the same manner and was approved unanimously.
Council Member Vogt asked why the lowest bid is not being recommended, to which Ms. Ernat responded that it was because of the lack of conformity in the commercial demolition price, and based on her past experience, she did not feel comfortable that a 150,000 square foot building could be demolished for $36,000.

On a roll call, the vote to amend Resolution No. 2016-111 was as follows:

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

VOTE:

YES: 6 NO: 0 ABSENT: 1 (Anne Brown) VOTE: Carried

XI. <u>BUDGET SESSION</u> -

- 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

Mr. Lange and John Kaczor provided a presentation regarding the City's overall budget. **(See Presentation in City Council Meeting Packet)**

Mr. Lange stated the City was bleeding one third of $1 million a year from the General Fund to the Motor Pool and then to the Garbage Fund, which was able to be balanced as a result of the new contract with republic. Mr. Kaczor added moving funds from the General Fund to support other funds is not sustainable and more permanent solutions need to be found.

Mr. Lange stated the original strategy was to pay the $700,000 for Water Street and wait until September to be certain as to the amount of the loss. Mr. Lange stated that because of the Adam's Outdoor deal, the City was able to make a payment before that time.

Council Member Murdock asked if the City has any large appeals pending with the Michigan Tax Tribunal. Fiscal Services Director Marilou Uy responded there are several pending, which she will provide to Council but the amount is around $100,000 to $500,000.

Council Member Anne Brown asked if there is an estimate to replace the underground storage tank, to which, Mr. Lange responded "$150,000."

Council Member Murdock asked about Tridge repairs required on the Tridge. DPS Director Stan Kirton responded that the railing is beginning to get loose. Mr. Murdock responded it has become loose because the bolts are loose, to which, Mr. Kirton replied "the wood is rotting and the bolts are loose."

Mayor Edmonds asked for a graph that illustrates actions the City has taken in alleviating budgetary issues by comparing what the budget was to what it currently is. Mr. Lange added the City has stretched out its surge with employment levels and there is a limit to how long the City can sustain this without increased economic development over the next couple of years. Mr. Lange said if the millage passes the City will have another revenue stream which will assist in balancing the budget.

Council Member Anne Brown asked if there is a way to manage worker's compensation. Mr. Kaczor responded the City can contract an actuary to examine historic numbers but self-funding worker's compensation was designed to assist the City in saving money. Mr. Kaczor added "worker's compensation is accident related and it is difficult to predict, but to minimize claims, the City uses workplace safety training and making sure policies and procedures are followed." Council Member Robb replied to Mr. Kaczor's comment that worker's compensation can be trended and said there are a lot of high risk positions in the City. Mr. Robb added that without seeing the data, he can assume that the Fire Department has the most claims because of the risk involved with the job and it would be interesting to see what the trend is over time. Human Resource Manager Kevin Welch stated that worker's compensation claims vary from department to department. Mr. Welch explained there were a few claims from the Police Department, an ongoing one in the Fire Department, and he has not had any with the Department of Public Services. Council Member Murdock stated the worker's compensation for DPS employees working in recycling was at around 28%. Mr. Murdock said there are things that can be done to minimize injury. Mr. Lange said the average City has a 10% to 15% fund balance but with insurance and worker's compensation, the City's experience has been better because the City buys the stop loss but it needs to be constantly monitored.

Council Member Murdock asked if the $500,000 for roads is Act 51 and Washtenaw Area Transportation Study (WATS) funding. Mr. Kaczor responded the majority is Act 51 funding. Mr. Murdock clarified if the funding is for tasks such as street paving, to which Mr. Kaczor replied that the $500,000 listed in the budget is to test the impact and if it was not included, the budget would be skewed. Mr. Lange added that this does not include the annual $350,000 the City receives from WATS. Mr. Murdock stated it is unclear if the City will be receiving those funds this year. Mayor Edmonds stated in terms of assumptions, the money for the train top might come out of this fund but these line items do not include the $2 million the City has committed to that project. Mr. Lange stated that will not be included until the City receives hard numbers in terms of cost. Ms. Edmonds responded that Council already approved $2 million for the train. Mr. Murdock stated the reality is, the City does not have the $2 million. Mr. Murdock said the point of committing that money is to put some aside to have a match for the grants. Mr. Murdock continued that it is his understanding that the project was primarily going to be funded by grants. Mr. Lange responded he understands the funding could not come from the General Fund but he is working hard to find a way to use funding from the Major Streets Fund. Ms. Edmonds asked if part of the $500,000 is going to be used for the rail stop. Mr. Lange responded in the affirmative and said WATS funding will also be used. Mr. Murdock stated in the next two years, the City will not receive funding from WATS. DPS Director Stan Kirton stated the City has not submitted any projects to WATS for those years. Mr. Kaczor added that the 2018 budget does include some funding for the platform but it is an unknown without a number attached to it.

Council Member Anne Brown asked if most Cities are contributing to their garbage fund. Mr. Kaczor responded that not every City has a garbage fund but those that do, it would depend on the contracts they have. Mr. Kaczor added most cities he is familiar with do not carry a lot of cash in the garbage fund. Mayor Edmonds replied there are many different systems that have been tested to complete garbage services.

Mr. Lange stated the Motor Pool's big capital item for next Fiscal Year is a new fire engine.

Mayor Edmonds asked when the 2017 elections are scheduled. City Clerk Frances McMullan responded there are not currently any elections scheduled for 2017.

Mayor Edmonds stated she is curious about property tax projections for a best case scenario in terms of economic development. Ms. Edmonds said Council is being asked to pass a budget based on scenarios of increased revenue and asked if Council should be approving a budget that is much more conservative. Council Member Murdock responded that the budget is adopted on the best possible projections available and at the first meeting after the August Primary, Council can make adjustments to the budget if needed. Council Member Robb interjected that even if the millage is passed, it will not take effect until next fiscal year's budget. Mr. Robb added whether the millage passes or not, the City is still going to budget the same amount of money. Mr. Murdock said it would not be wise to begin to hire people to fill vacancies. Ms. Ernat stated the property tax forecast is looking positive and the decline is no longer in effect, but real impact will not be felt because

assessments come in three year cycles. Ms. Ernat added that the only way to dramatically increase any property capture is with new development. Ms. Edmonds asked when the next tax assessment wave would be. Ms. Ernat responded this year was a reassessment year but the City will not experience an increase until next year. Mr. Murdock replied taxable values will only raise a small amount no matter what the real value of the property is, to which, Ms. Ernat responded in the affirmative. Mr. Murdock added the only new development the City is going to see will be subject to Obsolete Property Rehabilitation Act Grants or tax abatements, which the City will not see the impact of for 20 years. Ms. Ernat agreed and said the City is not in the position to not offer incentives to spur development. Mr. Robb said he does not disagree but what the Mayor was asking for is not necessary because there will not be an increase in revenue. Mr. Kaczor stated tax increase is based on three factors; Proposition A, uncapping due to sale of property, and new construction. Mr. Kaczor said if there is new construction on Water Street, the City is creating revenue that can be used to pay the debt, which will decrease the millage. Council Member Murdock stated the assessed value over the past year increased 9%, however, the taxable value only increased by 1%.

Mayor Edmonds stated she presented the millage to the Chamber of Commerce Policy Committee last week and she was asked about a scenario if a person offers the City $15 million for Water Street. Mr. Lange replied if the millage does not pass, the City still has the option of a streetlight special assessment as well as further cuts.

Council Member Robb stated the message the graphs illustrate is that the Water Street Millage will not solve the debt which raises concern. Mr. Robb said the City should be balancing its budget if the millage is approved and the slide should reflect that. Council Member Vogt agreed. Council Member Murdock that the message that is being conveyed is that the City will be in trouble no matter what as long as the state continues to do municipal financing under its current practices as will every other municipality. Mr. Robb agreed but it is not a winning campaign. Mr. Lange responded if the City is able to navigate through this, it will have accomplished the almost impossible. Mr. Lange added in order to balance the budget into the future it will have to make appropriate cuts. Mr. Kaczor added there are other revenue possibilities for the City to examine but to get to a balanced line, there would need to be positions and services cut. Mayor Edmonds said to consistently project in the red is not a responsible way to budget. Mr. Kaczor responded that is the way the City has been budgeting for years and this situation is very familiar to communities throughout Michigan and the reason these models work is because it wakes people up. Ms. Edmonds stated what she would like to see is a budget scenario that does not project the City in the red every year. Mr. Murdock stated economic growth will impact the budget and if there is development on Water Street and funding is put in the TIF, it will assist in paying down the Water Street debt but this will not occur this year or next. Mr. Murdock said in terms of the millage and what has been occurring the past several years, the budget is looking positive. Ms. Edmonds agreed the budget is looking more positive but she would rather communicate a balanced budget to the public. Council Member Vogt agreed and said he has been voicing that opinion for some time. Mr. Vogt added he has been telling the public if the millage is passed the City will be able to balance the budget because of that but he would rather reflect the cuts in the budget. Ms. Edmonds stated she is less interested with the now and more concerned with having a balanced budget in 3 years. Mr. Murdock stated "basically, the City is running a $250,000 deficit and it needs to be decided if the City should make adjustments or cuts to recover that $250,000." Mr. Murdock added that most likely those cuts would come from personnel. Mr. Lange responded he will do what he is directed to do by Council but he would prefer to wait until after September 1st of next year to see what the deficit actually is. Mr. Lange added he would hate to cut personnel that could have an effect on creating revenue for the City. Ms. Edmonds said she is not suggesting cuts be made immediately, her concern is the long term outlook and what needs to be planned.

Council Member Anne Brown asked if the budget reflects employees that are approaching retirement by 2018. Mr. Lange responded that it did for the Police and Fire Departments. Ms. Anne Brown asked if there are any expected retirements in other departments. Mr. Lange responded no, but the budget can be adjusted as retirements occur. Mr. Kaczor stated one option is to numerically graph a balanced budget each year and another is a narrative that states adjustments will be made and what they are. Mr. Kaczor added what he is showing is not the budget; it is a forecast, which is created based on information that is available. Mayor Edmonds stated it is not just a forecast it is also a plan to show the public.

Council Member Murdock stated the reason why there were unexpended funds from the last budget is because there were positions that were not filled and capital projects that were delayed. Mr. Murdock said if the positons were not filled, are they actually necessary? Mr. Murdock added "to claim the City saved money by not completing these projects or filling these positions is not accurate." Mr. Lange responded that deficits have been lower than expected over the past three years and he feels comfortable that he can deliver a balanced budget.

Council Member Robb stated Mr. Kaczor is correct in stating this is a predictive model but it needs to be fed back to the budget and make adjustments so the budget is balanced. Mr. Kaczor responded that he appreciates Mr. Robb's insight and in the past three years, this presentation included a slide for the "City Manager's Plan". Mr. Kaczor said a plan is needed that dictates what the City will do if these benchmarks are not reached. Council Member Murdock said in the predicative model there is a $200,000 gap and asked if there are capital projects that can be removed in order to balance. Mr. Murdock added that if the City finds itself in the position to complete that capital project, the budget can be amended. Mr. Kaczor stated there are capital projects that are less critical that can be postponed but next year the City would need to find another cut to make. Ms. Edmonds said there are items like that in each departmental budget to balance the City's budget. Council Member Vogt stated there must be cuts in what has been proposed thus far. Mr. Murdock stated when the Planning Department was expended it was supposed to be temporary and when the City is able to shrink that department, it should reflect in the budget. Mr. Lange agreed. Mr. Murdock said if the millage proposal is approved, it will still leave $250,000 in debt payment a year, which was discussed as manageable and now Council is asking to see it managed. Mr. Robb said the forecast is a predictive tool and if it is not used for budgeting why is it completed. Mr. Lange asked how Council would like to see the budget balanced. Ms. Edmonds said through 2019. Mr. Robb responded he would like to see the budget balanced if the millage is approved. Council Member Vogt suggested the budget should be shown as balanced as of 2018.

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

Fiscal Services Director Marilou Uy provided a presentation regarding the City's overall budget. **(See Presentation in City Council Meeting Packet)**

Council Member Robb noted that the General Accountant II received a pay increase in FY 2016, to which Ms. Uy responded in the affirmative. Mr. Robb stated in FY 2017 there is $16,000 jump in salary. Ms. Uy responded the wages were also adjusted for the Payroll Technician because she is now the Payroll Administrator and assisting the Human Resources Department. Mr. Robb stated healthcare is also projected to increase 30% but

the premiums decrease $5,000. Ms. Uy responded that has been corrected. Mr. Robb asked for clarification regarding the salary increases. Mr. Lange responded in the affirmative.

Mayor Edmonds asked why the City only received one bid for the Assessing Contract. Mr. Lange responded WCA is the only company that provided a bid. Mr. Lange added the City was given two options from WCA; the CPI could increase by 1% or charge the City a fixed amount.

Mayor Edmonds asked if staff is not proposing providing the Senior Center with the previously approved $10,000 in operating support. Ms. Uy responded in the negative. Council Member Anne Brown asked if there is an estimation of how much the Senior Center raises. Ms. Uy responded it is approximately $30,000 to $40,000. Ms. Edmonds said the $10,000 previously budgeted by the City for the Center is instrumental in keeping it open. DPS Director Stan Kirton stated part of the funds raised by the Senior Center is a result of renting the facility.

Mayor Edmonds asked how much the Parkridge Center is supported by the City. Ms. Uy responded it was approximately $4,000 per month and they have yet to pay for the 2015-2016 Fiscal Year. She added that the City pays 50% of the utilities and recently paid $11,000 for operating expenses. Council Member Anne Brown asked how much the Parkridge Center is in arrears. Ms. Uy responded they owe the City approximately $28,000. Mr. Lange interjected that the Center is going to go in a different direction and will be putting funding into a trust. Ms. Anne Brown said at this point the City has contributed $28,000 because there is no money coming in to Parkridge plus the $11,000 in operating expenses plus 50% of the utilities. Ms. Edmonds asked Mayor Pro-Tem Richardson if the Parkridge Board was aware the contribution was changing. Ms. Richardson responded the lead donor has had some family issue but the funds will be covered. Ms. Edmonds said next year's budget is based on the fact that this funding mechanism will still be available for Parkridge. Ms. Edmonds asked if Washtenaw Community College is paying for programing and what exactly is the $4,000 a month covering. Ms. Richardson responded it covers the 50% in operating costs plus one or two staff. Ms. Edmonds asked to see an overview of the three recreation facilities in the City in order to determine an appropriate City contribution.

Mayor Edmonds asked why the City is funding the pool $10,000 a year and not the Senior Center as requested. Council Member Robb stated years ago, the City began moving the recreation centers to become self-sustaining and last year a decision was made that the City would begin subsidizing these groups. Ms. Edmonds responded she does not feel it is realistic to thinks these groups can operate without subsidies. Mr. Robb replied now the Freighthouse requires to be subsidized and that is the danger and how can the City say no when it is already subsidizing Parkridge, Rutherford Pool, and the Senior Center. Council Member Anne Brown said a system needs to be set up in order to make City contributions equitable to these facilities.

Mayor Edmonds stated the County has not charged the City for their lost taxes. Ms. Ernat responded their funds are recouped by chargebacks. Ms. Edmonds stated she thought the County was not charging the City for lost taxes. Ms. Ernat responded the County has not charged for the past three years for foreclosures but there are chargebacks that occur throughout the year. Ms. Edmonds asked if that practice will continue. Ms. Ernat responded she does not believe the City should depend on that practice to continue. Ms. Edmonds said when the Attorney's Office was asked to inquire with the County Treasurer's Office about the delay in the foreclosure list being submitted to the City, the response was the County is not charging the City for foreclosure chargebacks, which she took as a threat. Council Member Murdock added the County has also spread the cost of the chargebacks over everyone else in the County. Ms. Edmonds responded a threat is not a good way to negotiate. Mr. Murdock replied "some things are threats some things are facts."

Council Member Robb asked for an update on Downtown Development Authorities expenses for the Water Street District, which Ms. Uy provided.

Mayor Edmonds asked how the City compares to other municipalities in terms of the City's obligations. Council Member Murdock responded that the City cannot go over a certain percentage of the state equalized value and does not think they are anywhere close, to which, Ms. Uy added "10%."

Council Member Robb stated he is confused why the City is still carrying the Biltmore Debt and said the original agreement stated after five years if the City was not successful, it was forgiven. Ms. Uy said the opinion of the Attorney's Office is the City should keep that debt on the City's books. Council Member Murdock said the agreement read if there was development on that site it would need to be paid off. Mr. Robb stated the contract read the City needed to pay off $385,000 over five years and the remaining balance would be paid after five years if the project was successful. Mr. Robb said since that was in August of 2005, the risk should be gone. Assistant City Attorney Dan DuChene responded he would follow-up with the City Attorney.

Council Member Murdock asked when the DDA bonds expire. Ms. Uy responded the bonds began in 2004 and expires May 1, 2024.

Mayor Edmonds asked the cost of the new police dog. Chief DeGiusti responded the purchase price was $7,000. Ms. Edmonds asked if that included training. Chief DeGiusti responded the dog will require additional training and total budget for the animal is $16,000.

Council Member Murdock asked how much the City funded for the Heritage Bridge, the Mid-Block Crossing, and River's Edge. Ms. Uy responded she will provide that information to Council. Mr. Murdock stated in FY 2016-17 there is a large expense budgeted for Water Street and asked the reason for it, to which, Ms. Uy responded that it was for the underground electric grid. Mr. Murdock asked if that includes Herman Kittle's share of the cost. Mr. Lange responded that it did not, adding that the $800,000 is the City's share of the project. Mr. Lange asked if the Border-to-Border Trail fence is included in the Water Street infrastructure. Ms. Ernat responded in the affirmative.

Council Member Murdock asked what the connection is between the Economic Development Corporation (EDC) and the TIF capture from the Family Dollar. Ms. Uy responded it used to be Brownfield Redevelopment Authority (BRA) but during last meeting of the EDC, it was decided to combine them because of the audit. Ms. Ernat said the City is holding $3,500 with the BRA and she would like to build up the fund as a front end incentive. Mr. Murdock said the Economic Development Commission no longer has a TIF. Ms. Ernat responded it does not but does have a minimal balance of around $44,000 and said she would like to keep the Commission because some Local Development Funding Authority (LDFA) funds might become available and staff would like it to flow through the EDC. Mr. Murdock said he never understood a connection between Family Dollar and the EDC. Ms. Ernat responded there is no connection. Mr. Murdock asked what produced the funds held by the EDC, to which, Ms. Ernat responded through the selling of property. Ms. Ernat stated she would like to reactivate the EDC and sees the entity useful in the buying and selling of property. Mayor Edmonds stated she and Ms. Ernat have discussed entities that could assist in the economic development of the City. Ms. Edmonds said the land bank is used very successfully in other parts of the state unfortunately, the County Treasurer does not allow land banks. Ms. Edmonds said there is not an economic development tool available in the City such as land banks and Community Development Corporations. Ms. Ernat added she is not sure land banks are eligible since the one the County had has since been dissolved.

Council Member Anne Brown asked if the City would be able to utilize Habitat for Humanity as it has done in the Township by purchasing foreclosed properties and selling them to Habitat. Ms. Ernat responded they have minimal interest in that because of the City's tax rate. Mayor Edmonds added Habitat's approach is going neighborhood by neighborhood for multiyear investment. Mayor Pro-Tem Richardson added one of the main reasons Habitat stopped investing in the City was the City encouraged Habitat to invest in other communities. Ms. Ernat added Habitat will still do home rehabilitation in the City. Ms. Anne Brown asked about the Washtenaw Community College's program and Mr. Kirton responded they are assisting in painting the City's pavilions.

Council Member Robb stated Council receives periodic updates on how the Pension Board is managing its investments and asked for the most current update. Mr. Robb said the City is paying six figures for a money manager and he is curious to the return the manager is producing. Council Member Murdock replied there should be an annual report given to Council every year. Mr. Robb asked how many City employees sit on the pension board. Mr. Murdock responded the board has five members and the Treasurer is the only non-

appointed member. Mr. Robb said the board has enough votes to control who manages pension funds and it might not be in the best interest of the City for the board to manage its own money. Mr. Lange stated he was a delegate for the Public Employee Retirement System (PERS) and the Fire and Police Pension Fund was examined and it compared well to the PERS. Mr. Lange said the savings on retiree health insurance is also having a positive effect on the fund. Mr. Lange added if the City hires all 32 police officers plus 7 firefighters as a part of the SAFER grant, the City would have 22 people from the Police and Fire Departments contributing money to the pension. Mr. Robb responded he understands but the City is paying $110,000 for a money manager to manage $29 million and questions if the City is getting the most out of what it is paying. Mr. Lange responded the City can get more involved with the management of the pension fund. Mr. Murdock asked the City Manager to check if any pension funds are invested in the private prison industry.

Council Member Robb moved, seconded by Council Member Nicole Brown to extend the meeting until 11:00 p.m.

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

R. Lange, City Manager

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

City Manager Lange provided a presentation regarding the City Administration budget. **(See Presentation in City Council Meeting Packet)**

Mayor Pro-Tem Richardson asked why the Assistant to the City Manager is represented as equal to the Human Resources Manager on the organizational chart. Council Member Robb responded both employees report directly to the City Manager. Mayor Edmonds asked for the organizational flow chart to be prepared in levels that better illustrates the hierarchy. Mr. Lange responded he would make that adjustment. Council Member Murdock added the chart is an organizational flow chart of all City employees and not just the employees included in this Department's budget.

Mayor Edmonds asked for clarification of contractual services slight increasing. Mr. Lange responded that the line item has been consistent over the past few years and with higher staff levels there is less need for contractual services.

Mayor Edmonds stated she understands the City now has a newsletter and has increased its presence on social media and the web but it is not meeting the communications needs of the City. Ms. Edmonds said the City needs a communications professional to meet these needs. Ms. Edmonds said she does not know if that can be handled in house or if the City needs to contract for these services but it is a very specialized skill set. Mr. Lange said staff is certainly open to some ideas of with whom to consult. Mr. Lange stated if the marketing is geared toward the campaign for the Water Street Millage, then the administration cannot assist. Ms. Edmonds responded she is referring to external communication in general. Council Member Anne Brown stated the City needs to develop a communication plan. Ms. Edmonds added the City would need that person to able to communicate issues to the public as they happen. Mr. Lange asked for suggestions for a contact person in order to solicit a proposal.

Council Member Anne Brown asked if the end product of the IT negotiations with the County will be either a better deal or moving to another IT provider. Mr. Lange responded that the end of the first phase of negotiations is to produce a more comprehensive agreement and better define the services.

Mayor Edmonds asked what the Human Resources line item for training is allocated to. Human Resources Director Kevin Welch responded it was increased for general training for staff. Ms. Edmonds asked if that is included in the contractual service line. Mr. Welch responded in the affirmative. Ms. Edmonds asked what the

goals this training will achieve. Mr. Welch responded that the money being budgeted will only afford two sessions and will be geared toward basic management training. Ms. Edmonds stated one of the items discussed by the community-policing and Black Lives Matter Joint Task Force is increased training for police officers and the budget should reflect the possibility of that training.

Council Member Anne Brown suggested meeting with Emma Jackson, Public Relations Director for Washtenaw Intermediate School District or Walter Kraft, Vice President of Communications for EMU regarding the development of a communications plan.

Council Member Anne Brown asked for a salary comparison to be completed. Mr. Welch responded he is already working to complete that. Ms. Anne Brown asked if from his search he has found any that are out dated. Mr. Welch responded some are and said he has gone through ten. Mr. Welch said as a job becomes open, that job should be reviewed at that time and said he has come across some job descriptions that are pretty outdated. Mayor Edmonds asked when Council should schedule time to have a discussion regarding employee compensation. Mr. Lange responded he is not recommending any across the board wage increases given the issues of the City. Ms. Edmonds said Council sets the salary for the City Clerk and having just completed that employee review, an increase is under consideration. Ms. Edmonds added there also have been discussions regarding wages and wage disparities. Council Member Robb responded Council can have that conversation during the June 7th Council Meeting. Ms. Edmonds asked if the meeting should have a start time of 6:00 p.m., to which, Mr. Robb responded this discussion would need more than an hour. Ms. Edmonds asked if Council feels this is a discussion that should happen before the budget is approved. Mr. Lange stated there are no wage increases or bonuses in the budget for non-union employees and all other contracts are in place until June 30, 2017. Mr. Lange added the only pay increases will be for the Economic Development Director, City Planner, and General Accountant II.

Council Member Murdock stated he asked for a breakdown of the fund balances for the General Fund and Major and Local Streets according to Governmental Accounting Standards Board to understand what is in reserves and what is committed and uncommitted. Mr. Murdock said he would also like the report from the Pension Board of what they have accomplished over the past year. Mr. Murdock added he would also like the history of the energy fund and what levels it is. Mr. Murdock asked for a report of new positions, the cost of those positions, and how to offset those costs. Mr. Murdock asked if the City can budget for additional police training. Chief DeGiusti responded that the line item for training has been increased by $5,000 and said some of the issues with training is not necessarily the cost of the training, it is the auxiliary cost of sending the officer to training and the need to fill that position while at training. Mr. Murdock said there have been a lot of vacancies in the Police Department as a result of officers leaving their positions with the City and asked for a synopsis of the exit interviews. Chief DeGiusti responded one officer was lost to retirement, one officer had family issues, two officers said they were overworked and there was too much overtime involved, one officer who was a ten year veteran was spooked when the City starting talking about $300,000 in cuts, and one officer could not handle the pace and went to the EMU Department. Council Member Anne Brown asked what the cost of turnover is going to be. Chief DeGiusti said he would be able to give an estimation of the cost. Mr. Murdock stated it will have an effect on the cost of overtime, to which, Chief DeGiusti agreed.

Council Member Murdock stated there are issues with the parks that Council would like to address and he would like an overview of what the City is going to do to improve the park system. Mr. Murdock added during last year's budget sessions, funding was allocated to non-motorized improvements and he would like to know what is planned. Council Member Anne Brown stated there seems to be some disparity when it comes to the parks and said Council just approved a sign for Carrie Mattingly Park at the cost of $1,500 but other parks also have signage issues that needs to be addressed. Ms. Anne Brown said the City moved away from Parks and Recreation and it is now spending $50,000 on the park system and it should be equitable.

Mr. Lange asked if there is a capital project Council wants to add to the project. Council Member Robb stated Council has heard three meetings of presentations and he will more than likely propose something but he needs time to prepare data. Mayor Edmonds asked for a deadline to submit proposed projects. Ms. Edmonds requested Council have proposed projects by June 1st. Council Member Murdock stated for the last several years

the City has budgeted fund balance both for Major and Local Streets and for non-motorized and traffic calming devices which is not included in this budget. Mr. Murdock stated he wants to know what is in the budget to complete those projects such as traffic calming on Ferris. Ms. Edmonds stated that what Mr. Murdock is proposing is exactly what she would like to have to the City Manager do no later than June 1st. Council Member Vogt asked that all of Council be copied in any email proposing possible capital projects. Mr. Vogt suggested having a consensus of Council on any major increases or decreases to the budget. Council Member Robb said Council will not be able to have a discussion on the philosophical questions regarding the budget.

XII. LIASON REPORTS –

A. SEMCOG Update - None
B. Washtenaw Area Transportation Study - None
C. Urban County - None
D. Freight House - None
E. Parks and Recreation
F. Ypsilanti Downtown Development Authority - None
G. Eastern Washtenaw Safety Alliance - None
H. Police-Community Relations/Black Lives Matter Joint Task Force - None
I. Friends of Rutherford Pool - None

XV. COUNCIL PROPOSED BUSINESS –

XVI. COMMUNICATIONS FROM THE MAYOR –

None

XVII. COMMUNICATIONS FROM THE CITY MANAGER –

None

XVIII. AUDIENCE PARTICIPATION –

None

XIX. REMARKS FROM THE MAYOR –

None

XXI. ADJOURNMENT -

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

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

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

On a voice vote, the motion carried, and the meeting adjourned at 10:48 p.m.

Draft

CITY OF YPSILANTI
REGULAR/BUDGET COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
Tuesday June 7, 2016
6:00 p.m.

I. CALL TO ORDER –

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

II. ROLL CALL –

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

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. INTRODUCTIONS –

Mayor Edmonds introduced the following individuals;

VI. AGENDA APPROVAL –

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

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

VII. PRESENTATIONS –

— Parkridge Community Center – (Ralph Lange)

Anthony Williamson, Charles Bibbins, and Melvin Parson provided a presentation regarding the Parkridge Community Center. **(See Presentation in City Council Meeting Packet)**

Mayor Edmonds thanked everyone involved with Parkridge Community Center for their leadership.

City Manager Lange thanked everyone who spoke and played a video regarding how chess has affected the lives of young people in Ohio and how it could be a part of the programming at Parkridge Center.

Trishe Duckworth stated Parkridge means a lot to the people inside and outside of the community and the Center had a tremendously positive influence on her life.

Curtis Frye, 538 Hart Pl, stated the best way to see what is happening at Parkridge is to come to the Center and witness the effect it has on the community. Mr. Frye stated he is exceptionally proud of what the staff has accomplished at the Center.

Council Member Nicole Brown stated she is grateful everyone is here and extremely proud. Ms. Nicole Brown stated she is one of the two Council Members from the Southside and even although she did not grow up on the Southside of Ypsilanti, she did spend time volunteering at the Center. Ms. Nicole Brown said it is impressive to see how far the Center has come and the reason why she is where she is today is a result of the work she did with young people at Parkridge.

Council Member Vogt thanked the adults who provide the programming at Parkridge and said he has always been very impressed with the work done.

— Resolution No. 2016-126, in recognition of Gun Safety Week – (Police Chief Tony DeGiusti) **(added)**

Chief DeGiusti stated this resolution coincides with gun safety week which begins June 19th. Chief DeGiusti said June 21st is national A.S.K Day which stands for "Asking saves kids" which promotes individuals watching children to ask where firearms are stored and if they are secure to ensure the safety of children. Chief DeGiusti stated at 10:00 a.m. on June 20th a press conference will be held at the Sheriff's Department.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti Police Department and the City Council are committed to enhancing the safety and well-being of all the residents of the City of Ypsilanti and public safety can be increased by raising awareness and educating residents about how to keep themselves and their families safe; and

WHEREAS, specifically educating the public and increasing knowledge about gun safety issues and encouraging responsible gun ownership can help protect our community and our families; and provides a public service which benefits everyone, especially our children; and

WHEREAS, though national attention is often drawn only to large scale tragedies, gun violence is a serious local as well as national problem affecting many Americans and Michigan residents, as gun violence and injures occur daily throughout too many of our municipalities; and

WHEREAS, guns are the most common weapon used in domestic violence against women and access to firearms increases the risk of homicide by more than 5 times, and individuals suffering from mental illness are at greater risk of being perpetrators or victims of gun violence, especially suicide, recognition of early warning signs and knowledge of how to respond can reduce gun violence and potentially save lives; and

WHEREAS, during the week of June 19, 2016 through June 25, 2016 the Ypsilanti Police Department will join other law enforcement agencies in Washtenaw County in order to increase the safety of our residents will be providing free gun locks and gun safety information to members of the public and collaborating with community organizations to enhance public

knowledge and promote gun safety;

NOW THEREFORE BE IT RESOLVED that the City Council of The City of Ypsilanti in order to increase public safety and awareness about gun safety hereby declares the week of June, 19 2016 through June 25, 2016 as Gun Safety Week in The City of Ypsilanti.

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

On a voice vote, the motion carried, and Resolution No. 2016-126 was approved.

— Traffic Calming Policy - (Beth Ernat)

City Planner Bonnie Wessler provided on presentation regarding the Traffic Calming Policy in the City. **(See Presentation in City Council Meeting Packet)**

Council Member Vogt stated one of the problems with the current policy is decisions are based on what can be measured, which is different than what the resident perceives. Mr. Vogt said the citizen sees one to two cars speed down a street a day, which will not warrant a speed control device by the metrics of a policy and when the speed measurement device is present, drivers are less likely to speed, which can skew the test. Mr. Vogt said if the residents of a street want a traffic control device to address the high risk situation they should be able to use a temporary device and if it does not meet the standard of the City, it should be funded by the people on the street that are requesting the measure. Mr. Vogt said this should not require a special assessment as long as the device is funded completely by those who request the device, be it one or 20 people. Economic Development Director Beth Ernat responded that the concern with that scenario is one person on the block wants the device and pays while the remaining residents do not want the device. Mr. Vogt replied his scenario would require 60% of residents on the block to approve the device. Ms. Ernat responded if a majority is in favor of the device, it should not matter who pays for the calming device. Ms. Wessler said a concern of the Traffic Control Committee is that residents might feel pressured into signing a petition even though they are against the measure. Ms. Wessler said if this is the will of Council, it would be a good idea to ensure the support of the residents on the block.

Council Member Vogt stated he is not certain how speed humps could interfere with bicyclists and pedestrians and does not see a need to construct sidewalks unless the neighborhood is assessed for them. Ms. Wessler stated generally speed humps are constructed to the width of the paved area and for an area to be considered accessible; a five foot barrier free path must be provided. Mr. Vogt asked how wide the temporary speed humps are, to which, DPS Director responded the temporary speed humps were purchased in five foot sections and together is long enough to go from curb to curb.

Council Member Murdock asked if 60% of the residents are in favor of a speed controlling device, and the study produces data over the 15% threshold, would the City proceed installing the traffic calming measure. Ms. Wessler responded that it would require a budget expenditure and a contract over $20,000 requiring Council approval. Mr. Murdock said that scenario would all be at the cost of the City and Mr. Vogt's scenario states that residents requesting the traffic calming device would have to pay for it. Ms. Ernat said the City would also need to create a long term maintenance agreement for the traffic control measure. Mayor Edmonds stated that when this policy was enacted, one of the things learned was speed humps are often not the best solution. Ms. Ernat replied other speed calming measures would be significantly greater in cost, which if passed to the residents, it would require a special assessment. Ms. Edmonds said street trees are a possibility especially in areas with lawn extensions. Ms. Ernat said street trees are low cost but do require additional calming measures such as sidewalk bump outs.

Mayor Edmonds said she has a concern about providing a self-funding option and said there are streets in this community that have an average income of $7,000 a year and have the lowest level of vehicle ownership in

Ypsilanti. Ms. Edmonds said these individuals would not have the ability to self-fund traffic control measures. Ms. Edmonds said she is apprehensive of setting a precedent that allows those with means to have something that other members of this community cannot afford.

Council Member Murdock said if someone submits a petition requesting speed humps, other speed calming could be examined and said the complete street ordinance should include traffic calming devices. Mr. Murdock agreed with the Mayor regarding the cost and said this could become a budgetary issue and the traffic control devices are not always effective. Mr. Lange said it is the intent of the administration to not constantly say no to the citizens and this is an attempt to offer them something that might help alleviate the issue. Mr. Lange agreed with the sentiment of the Mayor regarding some residents' inability to fund speed control measures, however, with the amount of requests for speed control measures, the City would not be able to fund each one. Mr. Murdock said there was a request from Dwight and Hemphill and when proposed with creating a special assessment, the number of residents supporting a speed control measure decreased. Ms. Ernat said the purpose of the policy is a metric to assess when traffic calming devices are necessary and staff is not comfortable choosing when to move outside of that policy. Ms. Ernat explained this is a budgetary issue and Council needs to make those decisions and Council can prioritize through the Capital Improvement Plan. Mayor Edmonds asked if all street signs would be considered speed control devices. Chief DeGiusti responded that not all signs are considered regulatory devices; some signs such as "Duck Crossing" are considered notices. Ms. Edmonds asked if an area requests a stop sign and the Committee deems it unnecessary could a "Children at Play" sign be installed, to which, Chief DeGiusti responded in the affirmative. Ms. Ernat stated she is in favor of changing the speed limits in the City to 22 MPH and by posting speeds at odd levels in order for drivers notice more easily. Ms. Ernat suggested something quirky like "Ferrets Crossing" and said it will get the attention of drivers and it would fit the character of the City. Council Member Vogt stated budgetary issues aside, he tends to favor speed control measures that prevent unsafe conditions. Mr. Vogt said with respect to affordability there could be a special request written in the policy for waivers.

Council Member Murdock asked if all traffic calming requests would require Planning Commission approval. Ms. Wessler responded any permanent change in the public Right-of-Way does. Ms. Wessler added that the practice is, if the device is subject to the Complete Streets Policy or the Capital Improvement Policy, it would require Planning Commission approval.

Council Member Anne Brown asked for clarification on who would review the request when submitted. Ms. Wessler responded sometime it is a staff person and sometimes requests are funneled from Council to staff.

Council Member Robb agreed with Council Member Murdock that traffic calming methods need to be included in the design of new streets. Mr. Robb said this is a budgetary issue and Council will decide who is funded.

Ms. Wessler asked if Council would like staff to amend the policy, keeping in mind the issues discussed by Council. Mayor Edmonds responded in the affirmative and asked for examples from other communities of who the deciding body would be for these issues as well as issues of self-funding. Ms. Edmonds asked for an opinion from the Planning Commission.

VIII. AUDIENCE PARTICIPATION –

1. John Weiss, 1206 Pearl St, thanked the City for its continued support for Rutherford Pool. He said it is a goal to provide access to anyone that wants to use the pool adding that 500 free one time passes have been donated to the Sheriff's Department Interrupters and the Ypsi Library and free swim days have been organized for all of the Elementary Schools in Ypsilanti. He said Rutherford Pool has been working with Ozone House and Dedicated to Make a Change to ensure those young people have swimming opportunities. He said the Board approved awarding a family pass to a single mother with 7 children. He said as an all-volunteer board, a lot is done to minimize cost and a lot of upkeep and administration of the pool is done by volunteers. He asked that

Council consider another operational grant this year in order to ensure the pool's budget is balanced.

2. Tim Ott, 41647 Bedford Drive, Canton, stated he was here around a year ago when the man was killed while working on the Thompson Block. He said he is back because he wants to know if there will be repercussions for what happened to that man. He said the safety report is out and the fines are significant but he wants to know if there will be charges filed. He said Stuart Beal belongs behind bars. He said he is extremely angry with Mr. Beal and claimed he is owed thousands of dollars.

3. Matt Marsh, 103 N. Grove St., stated he had the opportunity to address the Planning Commission some months ago regarding the closure of Grove St. He said at the time he raised several concerns about the closure and the effect it would have on Marsh Plating. He said some of the concerns were how trucks would be rerouted, employee safety, and safety regarding trucks traveling Eastbound on Grove. He said he, the City Manager, and OHM, are trying to come up with solutions to solve those issues. He said one of the solutions is to add a turnaround that could be used by a semi. He said the parking lot for employees will need to be utilized to construct the turnaround and are looking for an avenue to replace those spots. He said what he is looking for is to operate without being encumbered. He said the resolution going before Council should help to alleviate some concerns.

4. Wayne McKalpin, 204 E. Ainsworth, stated he is looking for relief for his driveway. He explained the City has a right-of-way to get to Ainsworth Park and it has damaged his driveway.

5. Sigrid Melvin, 401 W. Michigan Ave, stated the past seven years she has been in charge of the Growing Hope Gardens and recently new tenants have been tearing out the plants in the garden. She asked for mediation to navigate through this issue with the new tenants. She said the situation has become quite heated. She asked that those individuals who lost their plants be reimbursed. She said there are a lot of companies that solicit at her building and put up fliers. She asked that a policy be set that requires businesses to register at City Hall before attempting to do business at the Town Center.

6. Deana White, 1185 Sweet Road, stated her family of seven has been swimming at the Rutherford Pool for the past 30 years. She said during that time, her family has been fundraisers and active supporters of the pool. She said the City pool has been crucial for exercise and just as importantly a social center for young and old. She asked Council to support the Rutherford Pool to the extent that it is able to.

7. Eric Maes, 1004 Sherman, asked the City to once again consider a grant similar to the one awarded in years past. He said the pool is an asset to the City that brings families together as well as provide a social setting for the community. He said the volunteers have worked hard the past few years to make the pool what it is now after the rebuild.

8. Libby Hunter, 827 Bruce, Ann Arbor, stated she has been here multiple times for the same reason and her group (Radical Washtenaw) is still waiting for a response to the 13 questions at the end of the bench warrant report. She said in 2014, there were over 1,500 bench warrant arrests in the City of Ypsilanti and neighboring communities are reporting bench warrant arrests at 15. She said if people find issues with the data in the report, her group would like to know. One way to pose questions is through the comment section of Radicalwashtenaw.org or call or email. She said Radical Washtenaw does not consider the answers provided in the Chief's memo as sufficient.

Chief DeGiusti stated RAW's questions were answered but the response from Radical Washtenaw was the answers provided were not adequate because they were not data driven. Chief DeGiusti said it was explained early on that to produce the data would be very labor intensive and the Department now has an intern going through the raw data. Chief DeGiusti said the intern has been working fulltime on this project for three weeks and is an eighth of the way through to provide those answers.

Mr. Lange said because of the time sensitive nature of the Marsh Plating resolution he asked that Council address Matt Marsh, President of Marsh Plating, any questions it has now so Mr. Marsh does not need to wait until the discussion of Resolution No. 2016-124.

Council Member Murdock moved, seconded by Council Member Nicole Brown to hear the budget ordinances after Resolutions/Motions/Discussions.

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

IX. <u>REMARKS BY THE MAYOR</u> –

None

X. <u>RESOLUTIONS/MOTIONS/DISCUSSIONS</u> –

1. Resolution 2016-118, approving the minutes of May 10th and May 17th.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of May 10th and May 17th, 2016 be approved.

OFFERED BY: Council Member Nicole Brown
SECONDED BY: Council Member Vogt

On a voice vote, the motion carried, and Resolution No. 2016-118 was approved.

2. Resolution No. 2016-119, approving a contract with the Ypsilanti Community Utilities Authority to provide for the financing the cost of acquiring and constructing improvements.

WHEREAS, it is necessary to acquire and construct certain wastewater system improvements, consisting of improvements to the effluent pump station, together with all necessary appurtenances and attachments thereto (the "Project"), to serve the City and the Charter Township of Ypsilanti (the "Township"); and

WHEREAS, a contract (the "Contract") has been prepared among the City, the Township and the Ypsilanti Community Utilities Authority (the "Authority") whereby the Authority will issue its bonds (the "Bonds") on behalf of the City and the Township to provide for the financing of costs of the Project; and

WHEREAS, this Governing Body has carefully reviewed the Contract and finds that it provides the best means for accomplishing the Project and for providing the needed services.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Contract is hereby approved and the Mayor and the City Clerk of the City are hereby authorized and directed to execute and deliver the Contract for and on behalf of the City; provided, however, that Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in the *Washtenaw Legal News*, a newspaper of general circulation within the City, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the City of the details of the proposed Contract and the rights of referendum thereunder.

2. The City Clerk is directed to publish the attached notice in the newspaper above designated as soon as possible after the adoption hereof.

3. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are repealed.

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

Tom Colis, attorney at Miller Canfield, stated his firm is the bond counsel for Ypsilanti but also represents Ypsilanti Community Utilities Company. Mr. Colis explained this resolution is regarding improvements to the waste water treatment plant. Mr. Colis said a similar contract was approved in 2014 in which bonds were issued by the authority on behalf of the two entities and purchased by the state. Mr. Colis explained the way the project works is each community would need to approve the contract notices that will be printed and after 45 days, the contract will take effect. Mr. Colis said if new petitions are filed, the bonds will be issued and sold to the state. Mr. Colis said this will have little to no effect on the surcharge.

Council Member Murdock asked what the work is that is going to be done. Jeff Castro, YCUA Director, responded that it is the McGregor Road pump station.

Mayor Edmonds asked if YCUA has considered solar power. Mr. Castro responded in the affirmative and said solar power would be used during the evenings when the main power is off but would not operate pumps.

Council Member Robb asked if the funding mechanism for the City was the General Fund. Mr. Castro responded it was not.

On a roll call, the vote to approve Resolution No. 2016-119 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

3. Resolution No. 2016-120, approving Alley license agreement with Go! Ice Cream.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, Go! Ice Cream is a locally-owned and operated business seeking to expand its market locally; and

Whereas, space constraints at 10 N Washington, Suite C, make access challenging; and

Whereas, the City of Ypsilanti has adopted as one of its goals that "Ypsilanti is a great place to do business, especially the green and creative kind," with special emphasis on local entrepreneurship and creative ventures; and

Whereas,the City of Ypsilanti owns the existing Alley and seeks to activate spaces within the Downtown; and

Whereas, all construction will meet building codes, historic district preservation requirements, and ADA accessibility requirements, and will not impede through pedestrian traffic.

Now therefore be it resolved that the Mayor and City Clerk are authorized to enter into the attached license agreement on behalf of the City of Ypsilanti, subject to the approval of the City Attorney.

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

Ms. Ernat introduced the owner and proprietor of Go! Ice Cream, Robb Hess. Ms. Ernat stated Mr. Hess has signed a lease for the inside portion of the alley at 10 N. Washington. Ms. Ernat said because 10 N. Washington does not have direct access to the store frontage, initially Mr. Hess wanted to construct a ramp to a side entrance. Ms. Ernat explained there was an issue because the City owns the alley and the ramp would impede the ADA accessibility. Mr. Hess has since modified his plans and is now seeking to utilize the outside alley as an entrance for other able bodied people but in order to do that, a step would need to be built. Ms. Ernat added Mr. Hess is also applying to YCUA for an easement because of the manhole in the alley and none of this can happen unless the City awards a license to Mr. Hess to use City property. Ms. Ernat added Mr. Hess is also applying to the Historic District Commission for a new sign and he would also like to have outdoor seating. Ms. Ernat said the contract allows for dissolution as long as it is noticed. Mr. Hess said the alley has been used for a couple of pop-ups for fundraising and for First Friday's. Mr. Hess said his goal is to activate the alley and give people a place in the downtown for some treats. Mr. Hess said he has already had very positive reviews of his plans for the alley.

Mayor Edmonds stated the new owner of this building has been great for the redevelopment of the community and the downtown. Ms. Edmonds stated the tile in the space is the original tile from 1907 which was uncovered un-expectantly. Ms. Edmonds said it is a great redevelopment of the space and the building. Ms. Ernat said this alley has been tagged quite often and this project should discourage that activity.

Council Member Anne Brown thanked Mr. Hess for doing business in Ypsilanti.

On a roll call, the vote to approve Resolution No. 2016-120 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. 2016-121, approving Memorandum of Understanding between the City of Ypsilanti and John Barfield for improvements and an endowment for Parkridge Center.

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

The Memorandum of Understanding between the City of Ypsilanti and John Barfield for improvements and an endowment for Parkridge Center be approved and the Mayor and City Clerk are authorized to sign for and on behalf of the city, subject to the approval of the city attorney.

OFFERED BY: Council Member Nicole Brown
SECONDED BY: Council Member Vogt

Mr. Lange stated he has been working with John Barfield for some time and this is a very generous act by Mr. Barfield trying to keep his dream of making Parkridge Center greater. Mr. Lange strongly urged the City to support this. City Attorney John Barr stated the Request for Legislation explains Mr. Barfield agrees to donate $200,000 to the Parkridge Center and it will be held by the Ann Arbor Area Community Foundation and invested. Mr. Barr said as part of the transaction, the City acquire a house close to the Parkridge Center, to which the owner has agreed, and demolish the home. Mr. Barr said the endowment will be used to reimburse the City around $35,000 for the demolition. Mr. Barr said Mr. Barfield intends to create another endowment of around $1.8 million to construct a new facility adjacent to Parkridge.

John Barfield stated he has a great affinity for Parkridge Center and the people who go there because it is an impoverished community. Mr. Barfield wants to help people in that community and across the City of Ypsilanti to learn the secret of getting ahead in life. Mr. Barfield said he wants people to understand the meaning of ordinary income and meaningful wealth. Mr. Barfield said his vision for Parkridge Center is to become a cultural and job training center and not just a place where people go to play basketball. Mr. Barfield asked Council to approve this and help him teach people throughout the City how to become entrepreneurs and business leaders. Mr. Barfield said he would like to establish Parkridge Center as the national model for training children on how to become business leaders.

Council Member Robb stated the MOU has no severability clause and it makes it sound like the City would give $40,000 to the Parkridge Center in Perpetuity. Mr. Barr said there is a provision in the MOU that states if the City provides the $40,000, then the foundation will contribute an additional amount. Mayor Edmonds asked how much the City is currently contributing to the Parkridge. Mr. Lange responded around $50,000. Mr. Barfield stated his commitment to Parkridge has been around $350,000 and his goal is to increase the endowment. Mr. Barfield stated if Parkridge is successful in teaching children to become business leaders, the success of those children would lead to the prestige of this town.

Council Member Vogt asked about the plan for the endowment. Mr. Barfield responded he would like to begin an entrepreneurs /leadership training program through its partnership with Washtenaw Community College. Mr. Barfield said the Parkridge Center has never operated better than it does today. Mr. Barfield said Mayor Pro-Tem Richardson and Tom Frye were instrumental in him becoming involved in the Center. Mr. Barfield stated

great things can happen if he and the City work together and what he offers are his expertise in return is that he only wants to see this program as a success in his lifetime. Mr. Barfield added not only will the Center provide entrepreneur/leadership training to children, but also part-time to their parents. Mr. Vogt stated something tells him it will be difficult for Mr. Barfield to step down after five years and hopes he will continue to contribute to the Center but asked what the succession plan is once Mr. Barfield steps down. Mr. Barfield responded that will need to be managed by the City and the Washtenaw Community College.

Mayor Edmonds thanked Mr. Barfield for all he has done for the Parkridge Center and for the City. Ms. Edmonds asked if 7% is fair return estimate for the endowment. Mr. Barfield responded in the affirmative. Ms. Edmonds asked if the endowment will assist in cost for the construction of the new facility. Mr. Barfield replied the endowment will not be used for the construction cost and what he hopes is the program would gain the recognition that would encourage corporations and foundations to support the Center.

Council Member Nicole Brown stated she strongly supports this resolution and suggested the Center eventually be named after Mr. Barfield. Mr. Barfield thanked Council Member Nicole Brown but would rather the Center be named after Tom Frye. Mr. Barfield added he does not want anything other than to do something for an institution that did so much for him.

Mayor Edmonds stated on item E on page 3, it reflects that construction costs for the new facility will be raised by corporation foundations. Mr. Lange responded the endowment will support the Center and a separate effort to support the expansion. Ms. Edmonds said the contract reads "funds will flow into the endowment and applied to the construction and operation of said building". Mr. Barr replied as he understands it, the endowment will begin at $200,000 with an effort to increase that to $1.8 million. Mr. Barr said if that is successful, some of that will be used for the building and this program.

Council Member Murdock asked if there is a cost for the acquisition and demolition of 767 Harriet. Mr. Lange responded that the cost is estimated at $35,000. Mayor Edmonds asked if the demolition could be funded by one of the current demolition grants held by the City. Mr. Ernat responded more than likely it would be funded by a Community Development Block Grant. Mr. Murdock asked if the $35,000 is just for the purchase of the building and Mr. Lange responded in the affirmative. Ms. Ernat added the cost to demo a house is averaging around $12,000. Mr. Barfield added the $35,000 would be provided by him. Mr. Murdock stated that in a report sent to Council, it stated the contribution from the City to Parkridge was $40,000 but when all the costs were added, the amount was $32,000 and asked for clarification regarding the discrepancy. Fiscal Services Director responded there was no revenue reported from the Ann Arbor Area Community Foundation and if the City continues to support 50% of the janitorial service plus 3 months of operational support should add to the amount of what will be contributed by the foundation. Mr. Murdock asked if that will be counted as part of the $40,000 from this agreement. Mr. Barr said this agreement provides that the endowment will provide the money if the City pays the $40,000 a year. Mr. Murdock stated in order to meet the agreement, the City needs to provide $40,000 to the Parkridge Center and he is not sure if the City is in a position to do so. Mayor Edmonds asked if the capital projects in the DPS budget would be applied to the $40,000. DPS Director Stan Kirton responded those projects would be in the facilities maintenance line item in the DPS budget. Ms. Uy added those projects would not be included in this budget. Mr. Lange said the City must maintain the building in order to renew the contract with Washtenaw Community College who provides the funding for the programming. Ms. Edmonds stated Council does not have an objection to maintaining the building what Council is concerned is that it is meeting the requirement of the contract. Mr. Murdock added he wants to be certain the City is meeting the requirements of the contract and at this point he is not certain it is. Council Member Robb stated based on the May 19th budget presentation, the City is contributing $11,000 in operating expenses and $10,809 toward the City's share of janitorial services and that is all that is earmarked for the Parkridge Center, which would leave the City $17,000 short of the $40,000. Mr. Robb stated it will need a budget amendment or some creative accounting to show what the City has paid for. Ms. Uy responded the City share would be $60,000 if insurance and other intangibles are accounted for. Mr. Lange responded he and Ms. Uy will create a report that will include all things the City has contributed to the Parkridge Center.

Council Member Anne Brown asked if the $40,000 City contribution is undesignated. Mr. Barr responded the $40,000 is not earmarked anything specifically.

Council Member Murdock asked if the revenues that flow through the City and to the Parkridge Center count as part of the City's contribution.

Council Member Robb moved, seconded by Council Member Vogt to table Resolution No. 2016-121 until Council receives correct financial numbers regarding the City's contribution and for a termination clause to be added to the MOU.

Council Member Robb said he would table this until Council receives correct financial numbers regarding the City's contribution and for a termination clause to be added. Mayor Edmonds responded she is not certain this specific MOU would require a termination clause. Mr. Barr stated there is a separate agreement between Mr. Barfield and the Ann Arbor Area Community Foundation and the agreement states once the money flows into the foundation no one gets it back and if not applied to this it would go to something else. Mr. Barr said that is one reason why a termination clause was not added. Ms. Edmonds asked if there is a reason to have a legal agreement with the Ann Arbor Area Community Foundation. Council Member Vogt stated if there is a termination clause then it should be fairly long around 5 to 10 years but

On a roll call, the vote to table Resolution No. 2016-121 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

5. Resolution No. 2016 -122, approving the sub-recipient Agreement with Washtenaw County Community Development Block Grant Program (CDBG) for Public Facility Improvements. **(amended)**

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 2014 and 2015 Urban County CDBG Funding includes funds for Public Facility Improvement Projects, including funds to improve the Carrie Mattingly and Edith Heffley Tot Lots; and

WHEREAS, it is necessary to enter into a sub-recipient agreement with the Washtenaw County Community Development Block Grant Program to receive the funds to improve the tot lots; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the sub-recipient agreement with the Washtenaw County Community Development Block Grant Program for the amount of $35,000.00; and

FURTHER, that the Mayor and City Clerk are authorized to sign this agreement, subject to approval by the City Attorney.

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

Mr. Kirton stated the City is finally moving forward with this long awaited project and hope to have it completed so that it can be enjoyed by the community.

Council Member Anne Brown stated there are a lot of trees hanging over Carrie Mattingly Park. Mr. Kirton responded those will be taken care of. Ms. Anne Brown asked that Council be made aware of the date the work will be completed. Mr. Kirton responded in the affirmative.

Council Member Murdock asked if it is the City's contract for the equipment. Mr. Kirton responded in the affirmative. Council Member Anne Brown asked if it is the same equipment as the Charles Street Park. Mr. Kirton responded in the affirmative.

On a roll call, the vote to approve Resolution No. 2016-122 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

Martha Cleary stated she is being nominated to serve on the Downtown Development Board. Ms. Cleary said she lives at 103 S. Huron St. and is the proprietor of the Parish House. Mayor Edmonds added Ms. Cleary is a resident and a Downtown business owner.

6. Resolution No. 2016 - 123, approving the acceptance of title to the wayfinding signs within the City limits after installation.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti recognizes that wayfinding signs increase tourism by providing visual clues to help visitors find community destinations and recreational areas, that the signs will increase private investment in the City by conveying a sense of prosperity, influencing people's decisions to live and work in the City, and that the signs will help our local businesses increase product sales by helping visitors find retail districts and parking; and

WHEREAS, the City supports and agrees with the Ypsilanti Area Wayfinding Signage proposal as presented at the June 6, 2015 meeting; and

WHEREAS, the Washtenaw County Convention and Visitors Bureau has agreed to pay for the wayfinding signs and entered into a contract with Universal Sign Systems of Grand Rapids to provide and install wayfinding signs within the City limits; and

WHEREAS, the City of Ypsilanti is willing to take title to the wayfinding signs within the City limits after installation; and

NOW BE IT RESOLVED THAT the Mayor and City Clerk shall be authorized to sign and accept delivery of documents necessary to transfer ownership of the signs to the City, all in a form approved by the City Attorney.

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

Ms. Ernat introduced Mary Zucchero, Mary Kerr, both representing the Washtenaw County Convention and Visitors Bureau and Tony VanDerworp representing Washtenaw County. Ms. Ernat stated when this was approved the City agreed to take over maintenance of the signs, however, since working with the consultant, it has been determined that everyone would be better suited if the City took ownership of the signs.

Mary Zucchero stated this was a community effort since 2013 and it has had some great support in the community. Ms. Ernat asked what the estimated time for installation of the signs is. Ms. Zucchero responded in late August.

Council Member Murdock stated he was disappointed to see the Color Run is having its pick-up in Ann Arbor instead of in Ypsilanti like it has been in the past. Ms. Zucchero responded the Color Run previously ran their registration out of the Freighthouse, however, this year, it will be located at Kohl's stores as a result of a contract the Color Run has with the retailer. Ms. Ernat stated the mural on the back of City Hall will be unveiled at the same time as the Color Run.

On a roll call, the vote to approve Resolution No. 2016-123 was as follows:

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

VOTE:

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

7. Resolution No. 2016 - 124, approving Grove Street Truck Turn-around ROW Easement Purchase.

Whereas the City of Ypsilanti Desires to close the railroad grade crossing on Grove Street and;

Whereas the closure will involve street right-of-way (ROW) improvements and the acquisition of an additional ROW easement, and;

Whereas Marsh Plating Corporation has the necessary land for the ROW and is willing to sell to the city and make improvements, and:

Whereas Marsh Plating Corporation and the city have agreed on terms of easement sale and purchase;

NOW THEREFORE,

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the purchase agreement by and between Marsh Plating Corporation and the City of Ypsilanti for the sale and purchase of ROW easement and improvements for $171,000 be and hereby is approved, and the easement agreement is approved, and the Mayor and City Clerk are authorized to sign for and on behalf of the City and the City Manager is authorized to sign any and all other documents necessary to complete the transaction, subject to the approval of the City Attorney.

OFFERED BY: Council Member Vogt
SECONDED BY: Council Member Nicole Brown

Mr. Lange stated that Marsh Plating is not going to make a profit off of this agreement and said if it costs less, the City will pay less. Mr. Lange stated the down payment will need to be paid this week. Mr. Lange said Marsh Plating has allowed OHM to complete the design of the project. Mr. Lange said this contract will only cover one corner and another contract will be brought to Council for the remaining three corners.

Council Member Robb asked what the other three corner closures will cost the City. Mr. Lange responded $140,000. Marcus McNamara, OHM, concurred the cost will be $140,000 for the other three corners and the bid will be sent out within the next three weeks.

Council Member Murdock stated when this was first proposed it was not as complicated and the cost was going to be less, to which, Mr. Lange agreed. Mr. Murdock asked who is designing the closing from the City's perspective. Mr. McNamara responded the contract Council approved included the design of the closure as well as the parking and will be completed by OHM. Mr. Murdock asked when this is supposed to be completed and Mr. McNamara responded relatively soon. Mayor Edmonds asked if this project will require more design work and if contracts will come to Council in pieces of the whole project. Mr. McNamara responded OHM's contribution to this project will be designs and a meeting will be held after the July 4th holiday weekend.

On a roll call, the vote to approve Resolution No. 2016-124 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

XI. <u>ORDINANCES - FIRST READING</u> –

Ordinance No. 1271

1. An ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and major Organizational Unit for FY 2015-16.

   A. Resolution No. 2016 - 115, determination
   B. Public Hearing ***(scheduled June 21, 2016)***

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

OFFERED BY: Council Member Vogt
SECONDED BY: Council Member Nicole Brown

Mr. Lange provided a presentation regarding the City Budget. **(See Presentation in City Council Meeting Packet)**

Council Member Murdock asked if it is possible to have a report of how many police officers there are per 1,000 residents. Chief DeGiusti responded he has that information and comparable to other cities from SEMCOG. Mr. Murdock asked if the possibilities discussed by John Kaczor are now included in the budget. Mr. Lange responded in the affirmative. Ms. Uy added they do reflect the projections other than the revenues. Mr. Murdock stated the FY 2017-2018 had a $600,000 deficit and does not include the millage. Mr. Murdock asked if the funding for non-motorized projects has been put back into the budget after being removed. Mr. Lange responded in the affirmative. Mr. Murdock stated the City contributes the savings to the energy efficiency fund and asked if the City will continue to do so. Ms. Uy responded the amount is recorded and the number provided to Council is through this past February.

Mayor Edmond asked why the amount for Rutherford Pool was removed from the budget. Mr. Robb stated there was no funding dedicated to the Senior Center and the funding for the pool was removed. Mr. Lange stated if Council would like funding budgeted for the recreation facilities, staff will add them to the budget. Ms. Edmonds stated Council has already heard what the subsidies from the City can do for those facilities. Council Member Anne Brown said it is true that money can do a lot for those facilities but if the City removed itself from Parks and Recreation and it is a conversation that Council needs to have, possibility an amount can be budgeted and disbursed evenly between facilities. Ms. Anne Brown added if a facility needs more funding, it can propose its case to Council. Mayor Edmonds stated her feeling is there should be a base contribution to each of our facilities which are leveraging a huge amount in donations and volunteers. Ms. Anne Brown responded Council needs to make a policy decision as to whether or not the City will be getting back into Parks and Recreation. Ms. Edmonds asked what Council Member Anne Brown's recommendation would be. Ms. Anne Brown responded she is torn because Parks and Recreation was removed from the budget because of budgetary constraints. Council Member Robb stated the Parks and Recreation staff was removed in 2004 and in 2009 and 2010 the City began removing all donations to those facilities until last year when the City added money to the budget for those facilities. Mr. Robb asked if Council is willing to give money to all recreation facilities including Freighthouse and Ms. Edmonds replied the City has given money to the Freighthouse. Mr. Robb responded the money was specifically for the renovations of the building and not for operations and the City should be concerned with the message it sends when asking the voters to pass the Water Street Debt Millage. Ms. Edmonds responded that she sees the budget as a series of choices and sees the return on investment from these facilities, and what they leverage is incredibly important to the success of the City. Ms. Edmonds added it might be best to move toward performance based metrics to measure those practices. Mr. Lange said the Rutherford Pool has revenue sources and the Senior Center and Parkridge Center do not. Ms. Edmonds responded the Senior Center and the Parkridge Center both have revenue streams and for a small contribution the City can have a tremendous effect. Council Member Murdock stated there are realities to the budget and one of the realities is a $1.3 million deficit and at some point the City needs to make cuts. Mr. Murdock said he agrees with Council Member Anne Brown that Council needs to have a conversation about whether or not the City wants to get back into Parks and Recreation. Ms. Anne Brown suggested a fund created that each facility could request funding from Council. Ms. Edmonds asked Ms. Uy if the Friends groups have a strong grasp of budgeting. Ms. Uy responded other than the Parkridge Center, the Friends Groups are self-sufficient. Mr. Lange said the City owns the buildings that house these facilities and this is a partnership between those groups and the City. Ms. Edmonds said if the City owns these facilities, she sees it differently than having a line item that

includes all recreation facilities. Ms. Anne Brown stated she wants to add consistency to this process. Mr. Murdock suggested these ideas be submitted for the Second Reading. Mr. Robb added these ideas should also include offsets, what will be cut in order to provide this funding. Mr. Robb said the City's message right now is to pass the millage. Mr. Vogt said he would like to give a nominal amount to the pool, otherwise they will run into a few thousand dollars deficit and eliminate their ability to subsidize families and swimming lessons. Mr. Lange stated while working in Albion he was told that if recreation is cut then crime will increase.

Council Member Murdock stated fund balance is required to be at 10% because of recommendation from the accountant and the ordinance, but the balance is only at $1.12 million which means there is basically zero fund balance. Mr. Murdock stated there has been discussion about the train stop and from what he understands is there would be very little coming from the General Fund. Mr. Lange responded in the affirmative. Mr. Murdock said it would be wise to express to the public what the City is planning to spend on the train stop and where it would come from. Mr. Murdock said he does not want the public to misunderstand and think this project will be financed by City funds when in actuality it will be funded by a series of grants.

Mayor Edmonds stated Council was provided a report regarding salary trends and asked what Council should do with this information. Council Member Nicole Brown stated there was discussion at a previous meeting regarding non-union salary and that discussion's focus was on stipends and base pay and stipends are not listed on this report. Mr. Lange responded his calculation in terms of stipends was if a job function would remain with that employee or if it could be segmented to another employee or if it was based on a contract. Ms. Nicole Brown stated in terms of AHB and Events it seems unlikely that those positions will be changed. Mr. Lange responded not at the moment. Ms. Edmonds stated it would make more sense if temporary duties were compensated with stipends rather than tasks that are a part of the job description. Council Member Anne Brown asked if Council is going to be provided with a salary study. Assistant to the City Manager Ericka Savage responded to her understanding it is almost complete.

Council Member Nicole Brown asked why certain employees are approaching their salary cap at a much quicker rate than other employees. Mayor Edmonds stated the maximum salary for the executive secretary is $55,000 and she has been with the City for 23 years. Ms. Nicole Brown stated there is another employee that has been with the City for three years that has almost hit their cap and that is not logical or equitable. Mr. Lange stated the base pay for the Assistant to the City Manager is $55,000 and the extra compensation she receives is a result of her work on special events. Ms. Edmonds responded regardless increasing from $54,000 to $60,000 in three years seems very fast. Mr. Lange stated the former Assistant City Manager increased their salary by $15,000 in a year. Ms. Edmonds stated that increase was based on the positon change to Assistant City Manager. Mr. Lange said if Council wants to form a policy that once an employee hits a certain number of years they should be at maximum salary he would execute that policy. Council Member Robb asked if the City's minimum and maximum salary been static for the past 20 years. Mr. Lange responded he does not know the exact amount of time but it has been static for some time. Ms. Edmonds asked what Council wants to do with this information. Council Member Vogt stated the discussion of pay ranges and how fast salaries change is somewhat irrelevant what is relevant is why they change, what extra tasks employees are undertaking, and what the market rate is for that position. Ms. Edmonds asked what criteria are being used when deciding pay raises. Mr. Lange said increases are based off of performance and he supplied that information to Council. Council Member Murdock stated it used to be non-union employees were given salary increases usually after the union negotiations and they were given the same increase. Mr. Murdock said at various times City Managers asked to institute the merit system but Council was not receptive to that change. Mr. Lange responded a couple years ago he suggested performance based increases but Council was against it. Mr. Lange added he and the former Human Resource Manager did a comparison between union and non-union employee pay increases and union employees were +8 and union were at -4. Mr. Lange stated only three employees are getting a raise the General Accountant, the Economic Development Director, and the City Planner. Mr. Murdock stated in the past, a comparable study was completed and every time a new position is created and a job description is completed.

Mayor Edmonds asked how Council feels about stipends as a form of compensation. Council Member Robb stated discussing outside studies is meaningless because this is a closed system. Mr. Robb stated he believes the stipend is a bad idea because any additional responsibility put on an employee would require a stipend. Ms.

Nicole Brown agreed. Ms. Edmonds asked about the stipend used for compensating employees for the DDA contract. Mr. Robb responded the memo Council was provided informing Council of how City staff would be taking over DDA operations but never mentioned a stipend. Mr. Robb said it was not until after Council voted to approve the resolution that the $29,000 stipend mentioned. Mr. Robb said the contract that Council approved only included the $58,000 for salary and that is problematic. Mr. Lange responded that it seems unreasonable to not pay employees for duties taken on for special events and DDA operations without fair compensation. Mr. Robb replied then it should have been included in the memo supplied to Council. Mr. Robb said stipends should be removed from the budget completely and salary increases should be across the board if the millage passes. Mr. Vogt asked if designating the increase as a stipend adds to an increase in benefits. Mr. Lange responded that it increases the cost to the city but doesn't increase any employee benefits

Council Member Anne Brown stated what the salary study does is to provide information to determine if salaries and the City Budget are in line. Ms. Anne Brown said in her experience with public education with stipends if someone gets one, then all employees believe they deserve one. Mr. Lange stated if a teacher takes on another responsibility, such as a coach, that teacher is paid extra. Ms. Anne Brown responded that is a separate job. Mayor Edmonds stated Council will need to look at a salary study and address, in some way, the inequities the chart illustrates. Ms. Edmonds added that a policy can be created that would address if an employee's workload increases how they will be compensated. Council Member Vogt stated what is really being argued is what the salary change should be. Rather than calling it a change in base pay or a stipend is a misnomer and what the criteria is that would call a need for Council. Council Member Murdock said Council is not looking at individual raises what it is interested in is job description being update along with salary ranges. Council Member Nicole Brown said she is not sure the level at which she would like Council to be involved in salary increases but then situations like this arise. Ms. Anne Brown stated Council's role in salary increases is budgetary and Council should not be involved unless it affects the budget negatively. Mr. Lange responded that none of the changes made go over the appropriation and if they do, then Council is asked for approval. Ms. Edmonds stated she would like to see the updated job description to understand why a title or compensation occurred. Ms. Anne Brown said from what she understands the majority of the job descriptions need to be updated. Mr. Lange stated when the staff levels decreased to the levels they are now, they did not decrease very evenly and he hears from the department heads they need more people. Mr. Lange said to address that the City has been using part-time people and interns but the turnover that causes hinders operations so he is moving toward more fulltime people.

Council Member Anne Brown asked what employee turnover at the Police Department costs the City. Chief DeGiusti responded that normally the person leaving made more money than the replacement will make and even if the training is included it still costs less. Mayor Edmonds asked what if it was a newer officer left the department. Chief DeGiusti responded the shortest time an officer left the department was two years. Council Member Murdock stated the Department loses something more than money. Chief DeGiusti responded it is difficult to quantify the value of experience.

Mayor Edmonds asked Council's opinion on moving back to a steps system concerning wages. Council Member Murdock stated job description should be reviewed and could be utilized. Mr. Murdock added there could be changes into what salary levels an employee is hired at. Council Member Vogt responded in favor of a study but asked where it would be for staff priority.

Council Member Vogt asked what the City can do to refrain from spending in FY 2017-18. Mr. Lange responded that Council should provide a number to cut from the budget and he will make the decision of what will be cut. Mr. Vogt asked if another $250,000 needed to be removed, what cuts the City Manager would recommend. Council Member Robb asked if Mr. Vogt is referring to year over year cuts or just delaying. Mr. Vogt responded permanent cuts. Council Member Murdock stated in FY 2017-2018, the deficit is $600,000 which, if passed, the millage would cover. Mr. Vogt refined his question and asked how $250,000 would be cut from the FY 2016-17 budget. Mr. Robb stated that Mr. Vogt needs to be clearer on his goals. Mr. Vogt responded that it is his goal to decrease the deficit. Mr. Robb asked if Mr. Vogt is trying to save money in the context of completing something useful. Mr. Vogt responded he wants to know what is the least important spending in the opinion of staff and it must be made clear to the public the City has made every possible cut it can make. Mayor Edmonds

asked if early retirement has been offered to anyone. Mr. Lange responded he has and there were zero takers. Council Member Murdock stated if Mr. Vogt is looking for long term cost savings really the only place they can be found is staff cuts and that is a decision that might have to be made. Mr. Lange responded he will make those cuts if they need to be done.

Mayor Edmonds suggested solar energy for City facilities to help cut cost as a capital project in future budgets. Mr. Lange responded there are two facilities that would be well suited for solar paneling.

Council Member Anne Brown asked how much is budgeted for staff and board training. Ms. Uy responded that is broken down by Department and will provide the total amount to Council. Ms. Anne Brown asked how much is being spent on memberships. City Clerk McMullan responded she will forward this to Council.

Council Member Robb moved, seconded by Council Member Nicole Brown, to extend the meeting to 11:30 p.m.

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

On a roll call, the vote to approve Resolution No. 2016-115 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

Ordinance No. 1272

2. An ordinance to adopt budget appropriations by department and major organizational unit for 2016-2017 and 2017-2018 fiscal years.

   A. Resolution No. 2016-116, determination
   B. Public Hearing ***(scheduled June 21, 2016)***

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled, "An Ordinance to Adopt Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2016-2017 and 2017-2018", be approved on First Reading.

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

On a roll call, the vote to approve Resolution No. 2016-116 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

Ordinance No. 1273

3. An ordinance entitled, "2016-2017 Tax Levy Ordinance".

   A. Resolution No. 2016-117, determination
   B. Public Hearing ***(scheduled June 21, 2016)***

   RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

   That the proposed ordinance entitled "2016-2017 Tax Levy Ordinance", be approved on First Reading.

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

On a roll call, the vote to approve Resolution No. 2016-117 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

XII. <u>LIASON REPORTS</u> –

A. SEMCOG Update - None
B. Washtenaw Area Transportation Study- None
C. Urban County- None
D. Freight House- None
E. Parks and Recreation - None
F. Ypsilanti Downtown Development Authority- None
G. Eastern Washtenaw Safety Alliance- None
H. Police-Community Relations/Black Lives Matter Joint Task Force- None
I. Friends of Rutherford Pool- None

XV. <u>COUNCIL PROPOSED BUSINESS</u> –

None

XVI. <u>COMMUNICATIONS FROM THE MAYOR</u> –

Nominations

<u>Fire Civil Service Commission</u>

Michael Vincent – **(Reappointment)**
1923 Collegewood
Exp: 1/10/2020

<u>Downtown Development Authority</u>

Martha Cleary – **(appointment – Replacing Cisco Garcia)**
103 S. Huron
7/2015 – 7/2019
Resident

Diana Wong – 7/7/16 – 7/7/19

XVII. <u>COMMUNICATIONS FROM THE CITY MANAGER</u> –

- The construction is beginning to mobilize for the solar field and will be up and running the first week in August.
- The mid-block crossing construction is to begin soon.
- The $400,000 for the sign lease is now with the City.
- The newsletter is complete and ready to go

XVIII. <u>AUDIENCE PARTICIPATION</u> –

None

XIX. <u>REMARKS FROM THE MAYOR</u> –

None

XXI. <u>ADJOURNMENT</u> -

Resolution No. 2016-125, adjourning the City Council meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

OFFERED BY: Council Member Nicole Brown
SECONDED BY: Council Member Vogt

On a voice vote, the motion carried, and the meeting adjourned at 11:08 p.m.

DRAFT

CITY OF YPSILANTI
COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS
ONE SOUTH HURON STREET, YPSILANTI, MI 48197
WEDNESDAY, JUNE 8, 2016
7:00 A.M.

I. CALL TO ORDER –

The meeting was called to order at 7:04 a.m.

II. ROLL CALL –

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

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. INTRODUCTIONS -

None

VI. AUDIENCE PARTICIPATION -

None

VII. REMARKS BY THE MAYOR -

None

VIII. CLOSED SESSION –

Closed Session to consider Attorney Opinion (OMA 15.268, Section 8(e)).

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

On a roll call, the vote to adjourn to Closed Session 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	Absent
Council Member A. Brown	Yes		

VOTE:

YES: 6 NO: 0 ABSENT: 2 (Vogt, Richardson) VOTE: Carried

IX. <u>ADJOURNMENT</u> –

On a voice vote, the motion carried, and the meeting adjourned at 7:06 a.m.

Resolution No. 2016-132
June 21, 2016

WHEREAS, drug overdose is a leading cause of accidental deaths in the United States and deaths due to opioid overdose have increased dramatically in Washtenaw County. Sixty-seven Washtenaw residents died of opioid overdoses in 2014 and 16 during the first quarter of 2015; and

WHEREAS, Naloxone is a safe, potentially life-saving medication that quickly reverses opiate overdose, and can be easily administered intranasally by non-medical personnel; and the Centers for Disease Control and Prevention (CDC) recommends expanding training on the administration of naloxone to all emergency service staff to reduce overdose deaths; and

WHEREAS, deaths or brain damage due to opioid overdose may occur rapidly and delays may occur in calling for emergency assistance, it is imperative that first responders to arrive on scene administer Naloxone; and

WHEREAS, Michigan passed Public Act 462 in 2014, and Governor Snyder signed it into law in January of 2015, allowing peace officers to carry and administer Naloxone for opioid overdose, and providing civil and criminal immunity to those officers who do so; and

WHEREAS, the Washtenaw Health Initiative's Opioid Project, a coalition of Washtenaw County departments (public health, mental health and law enforcement), health care and substance abuse treatment providers, the HIV AIDS Resource Center (HARC) and other community stakeholders, recommends increasing the use of naloxone in our community; and

WHEREAS, at least three law enforcement agencies in Michigan as well as several community nonprofit organizations have already begun using Naloxone.

NOW THEREFORE BE IT RESOLVED that Ypsilanti City Council appreciates the Ypsilanti Police and Fire Departments for agreeing to begin the process of becoming trained in the use of Naloxone in order to carry it in the future, and directs the Police Department (YPD) to develop a policy for the administration of the medicine.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

June 14, 2016

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 installments on Special Assessment Rolls, which are due and have remained unpaid as of May 31, 2016.

The City Council, at their next meeting, can authorize me to levy these unpaid bills on the July 2016 Tax Roll.

Sincerely,

[redacted]

Kimberly D. Teamer
City Treasurer

R E Q U E S T F O R L E G I S L A T I O N

DATE: June 21, 2016
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 weeds removal, ordinance 624's, sidewalk replacement, and miscellaneous bills as of May 31, 2016 for the City of Ypsilanti.

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

DATE RECEIVED: June 14, 2016 AGENDA ITEM NO: Res. No. 2016-133

CITY MANAGER COMMENTS: _____

FOR AGENDA OF: June 21, 2016

FINANCE DIR APPROVAL: _____

COUNCIL ACTION TAKEN: _____

Resolution 2016-133
June 21, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That, the City Treasurer be authorized to levy and assess on the July 2016 tax roll the attached listing of unpaid bills totaling $88,026.31

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

SPECIAL ASSESSMENT ROLL
CITY OF YPSILANTI
2016

100: Board Up	$ 1,037.83
101: West Cross DDA	7,017.01
102: Downtown District	3,591.68
103: Delinquent Water	13,839.10
104: Depot Town	6,481.63
109: Trash	7,100.00
110: Weeds	2,005.00
111: Water Street	1,325.81
112: Rental Inspection	3,694.00
115: 83 Mich Ave TIFA	17,514.79
119: 03 Mich Ave TIFA	2,794.46
124: Dangerous - Escrow	13,500.00
125: Dangerous – Inspection	3,375.00
128: Snow Removal	4,750.00
Total Specials	$88,026.31

All Records
All Special Assessments
SUMMER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-05-466-001	PHILLIPS ROBERTA	100: BOARD UP	499.91
11-11-39-101-017	NORTH FORD RD RENTAL	100: BOARD UP	214.40
11-11-39-465-025	DEUTSCHE BANK	100: BOARD UP	160.28
11-11-39-480-002	CHASE HOME FINANCE-LIEN H	100: BOARD UP	163.24
11-11-40-105-002	PAPPAS JOHN & MARY	101: WEST CROSS DDA	101.34
11-11-40-105-003	FRENCH WILLIAM & SANDRA,T	101: WEST CROSS DDA	198.56
11-11-40-105-004	MCKEE, JEAN	101: WEST CROSS DDA	107.31
11-11-40-109-014	D'ALECY SUSAN K, TRUST	101: WEST CROSS DDA	133.01
11-11-40-109-015	D'ALECY PROPERTIES LLC	101: WEST CROSS DDA	130.03
11-11-40-109-016	AOM MANAGEMENT, LLC	101: WEST CROSS DDA	162.64
11-11-40-109-017	D ABBEG RENTALS LLC	101: WEST CROSS DDA	176.59
11-11-40-110-003	ST JOHN CATHOLIC CHURCH	101: WEST CROSS DDA	0.00
11-11-40-113-009	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	339.19
11-11-40-113-010	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	125.30
11-11-40-113-011	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	172.62
11-11-40-113-012	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	125.98
11-11-40-113-013	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	135.67
11-11-40-113-014	PASQUINZO AL	101: WEST CROSS DDA	125.78
11-11-40-131-005	COPP & SCHMUNK HOLDINGS,	101: WEST CROSS DDA	165.62
11-11-40-131-006	COPP & SCHMUNK HOLDINGS,	101: WEST CROSS DDA	92.74
11-11-40-131-007	COPP & SCHMUNK HOLDINGS L	101: WEST CROSS DDA	169.53
11-11-40-131-008	CROSS STREET ONE, LLC	101: WEST CROSS DDA	91.28
11-11-40-131-009	CROSS STREET ONE, LLC	101: WEST CROSS DDA	195.61
11-11-40-131-019	CHRISANDY, INC	101: WEST CROSS DDA	226.82
11-11-40-131-020	CLV YPSI LLC	101: WEST CROSS DDA	190.13
11-11-40-180-001	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	115.26
11-11-40-180-002	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	145.36
11-11-40-180-003	BARNES & BARNES PROPERTIE	101: WEST CROSS DDA	145.36
11-11-40-183-001	PNA INVESTMENTS, LLC	101: WEST CROSS DDA	99.27
11-11-40-183-002	KASHAM SHAFIQ	101: WEST CROSS DDA	92.96
11-11-40-183-003	BRESKMAN, LOUIS	101: WEST CROSS DDA	57.37
11-11-40-183-004	ALSHALBY MAYSOUN	101: WEST CROSS DDA	49.50
11-11-40-183-005	517 W CROSS, LLC	101: WEST CROSS DDA	28.87
11-11-40-183-006	517 W. CROSS, LLC	101: WEST CROSS DDA	120.00
11-11-40-183-007	ROMAN MICHELLE	101: WEST CROSS DDA	270.02
11-11-40-183-008	ROMAN MICHELLE	101: WEST CROSS DDA	72.39
11-11-40-183-009	A.M.S. PROPERTIES OF MICH	101: WEST CROSS DDA	196.75
11-11-40-183-010	MANARA HOLDINGS LLC	101: WEST CROSS DDA	209.87
11-11-40-184-001	ANDREWS KARL L	101: WEST CROSS DDA	116.29
11-11-40-184-002	HAYS KENNETH & DIANE L	101: WEST CROSS DDA	126.87
11-11-40-184-003	KASHAM, NARIMAN	101: WEST CROSS DDA	80.07
11-11-40-184-005	CITY OF YPSILANTI	101: WEST CROSS DDA	0.00
11-11-40-184-016	ST JOHN CATHOLIC CHURCH	101: WEST CROSS DDA	0.00
11-11-40-184-017	409 W CROSS, LLC	101: WEST CROSS DDA	142.14
11-11-40-184-018	CITY PRINTING CO	101: WEST CROSS DDA	74.53
11-11-40-185-003	JOHNSON JAMES H & RYE MEL	101: WEST CROSS DDA	99.27
11-11-40-185-014	301 W CROSS, LLC	101: WEST CROSS DDA	103.95
11-11-40-185-015	MOORE, ERIC W	101: WEST CROSS DDA	141.50
11-11-40-185-016	ELLER MICHAEL S & REBECCA	101: WEST CROSS DDA	61.44
11-11-40-185-017	HAYS KENNETH & DIANE	101: WEST CROSS DDA	95.37
11-11-40-186-012	KNIGHT ENTERPRISES, INC	101: WEST CROSS DDA	109.32
11-11-40-186-013	217 W. CROSS LLC	101: WEST CROSS DDA	299.43
11-11-40-186-014	320 N. ADAMS LLC	101: WEST CROSS DDA	85.25
11-11-40-187-001	CROSS STREET VILLAGE	101: WEST CROSS DDA	0.00
11-11-40-188-001	M.I. ANTIQUE FIRE EQUIPME	101: WEST CROSS DDA	176.42
11-11-40-188-002	M.I. ANTIQUE FIRE EQUIPME	101: WEST CROSS DDA	0.00
11-11-40-410-001	LAKE LARRY & MICHELE, TRU	101: WEST CROSS DDA	104.02
11-11-40-410-002	LAKE LARRY	101: WEST CROSS DDA	16.13
11-11-40-410-003	JANOWIAK FUNERAL HOME	101: WEST CROSS DDA	317.04
11-99-02-304-500	CITY PRINTING CO	101: WEST CROSS DDA	0.00
11-99-02-309-100	CROSS STREET BOOK SHOP	101: WEST CROSS DDA	0.00
11-99-02-906-000	JANOWIAK FUNERAL HOME	101: WEST CROSS DDA	12.61
11-99-03-200-060	LA FIESTA MEXICANA RESTAU	101: WEST CROSS DDA	5.11
11-99-03-900-800	SCISSORS	101: WEST CROSS DDA	1.46
11-99-04-001-800	MOFEED CROSS STREET INC	101: WEST CROSS DDA	0.00
11-99-04-002-011	TOWER INN	101: WEST CROSS DDA	0.00
11-99-09-800-010	TATTED UP	101: WEST CROSS DDA	4.57
11-99-23-100-009	BARNES & BARNES APT RENTA	101: WEST CROSS DDA	0.00
11-99-23-100-015	MAGGIE'S ORGANIC	101: WEST CROSS DDA	0.00
11-99-24-600-500	EAGLES MARKET	101: WEST CROSS DDA	0.00
11-99-24-702-102	GOLDEN WALL/BAO HUA YANG	101: WEST CROSS DDA	0.00
11-99-25-185-003	THE UGLY MUG OF YPSILANTI	101: WEST CROSS DDA	0.00
11-99-26-011-020	JIMMY JOHNS	101: WEST CROSS DDA	73.12
11-99-26-600-030	DOUBLE EAGLE CONEY ISLAND	101: WEST CROSS DDA	0.00
11-99-27-120-305	SCREAMIN EAGLE PUB	101: WEST CROSS DDA	0.00
11-99-29-900-080	THOROUGHBRED STYLES SALON	101: WEST CROSS DDA	2.37
11-11-39-102-009	COUYOUMJIAN, SARAH GRACE	102: DOWNTOWN DIST	111.22
11-11-39-102-010	BEAL PROPERTIES, LLC	102: DOWNTOWN DIST	84.95
11-11-39-102-011	BERRY CYRIL JR & CHRISTIN	102: DOWNTOWN DIST	107.91

All Records
All Special Assessments
SUMMER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-39-102-012	JAVIL LLC	102: DOWNTOWN DIST	70.79
11-11-39-104-001	SPODEK, LEONARD J	102: DOWNTOWN DIST	416.46
11-11-39-125-001	TOWNE CENTER PLACE	102: DOWNTOWN DIST	0.00
11-11-39-125-002	WASHTENAW COUNTY	102: DOWNTOWN DIST	0.00
11-11-39-125-003	CITY OF YPSILANTI	102: DOWNTOWN DIST	0.00
11-11-39-125-004	CITY OF YPSILANTI	102: DOWNTOWN DIST	0.00
11-11-39-180-001	DEFOREST-LADD, INC.	102: DOWNTOWN DIST	188.72
11-11-39-180-002	DEFOREST-LADD, INC.	102: DOWNTOWN DIST	77.68
11-11-39-180-003	SOLVAK, ANNA	102: DOWNTOWN DIST	95.01
11-11-39-180-004	TYNER LAWRENCE & ELAYNE	102: DOWNTOWN DIST	145.48
11-11-39-180-005	TYNER LAWRENCE & ELAYNE	102: DOWNTOWN DIST	75.45
11-11-39-180-012	JENTZEN STEVEN M	102: DOWNTOWN DIST	157.23
11-11-39-181-001	SHELTON, ESSIE TRUST	102: DOWNTOWN DIST	160.44
11-11-39-181-002	MOORE-STARK FUNERAL SERV	102: DOWNTOWN DIST	79.17
11-11-39-181-003	MOORE-STARK FUNERAL SERV	102: DOWNTOWN DIST	429.80
11-11-39-181-011	GLOBAL THEOLOGICAL CONSUL	102: DOWNTOWN DIST	32.48
11-11-39-181-012	BREED COLIN	102: DOWNTOWN DIST	143.73
11-11-39-181-013	WOLKOFF, GAIL	102: DOWNTOWN DIST	81.22
11-11-39-182-002	ELM HOMES LLC	102: DOWNTOWN DIST	147.06
11-11-39-182-003	L & C MASON PROPERTIES LL	102: DOWNTOWN DIST	224.50
11-11-39-182-004	SOS CRISIS CENTER	102: DOWNTOWN DIST	0.00
11-11-39-182-012	GILBERT'S RESIDENCE	102: DOWNTOWN DIST	0.00
11-11-39-403-014	CHIDESTER 2005, LLC	102: DOWNTOWN DIST	0.00
11-11-40-464-040	SADEGHI, AZAR	102: DOWNTOWN DIST	77.52
11-11-40-464-041	SECORE JOSEPH	102: DOWNTOWN DIST	63.08
11-11-40-480-004	SCHMUCKAL RALPH P	102: DOWNTOWN DIST	116.11
11-99-03-600-175	PARISH HOUSE INN	102: DOWNTOWN DIST	0.00
11-99-09-400-900	DTE ELECTRIC COMPANY	102: DOWNTOWN DIST	501.29
11-99-09-805-695	HURON PODIATRY ASSOC	102: DOWNTOWN DIST	0.00
11-99-09-810-422	JENTZEN STEVEN M	102: DOWNTOWN DIST	1.09
11-99-09-850-100	MOORE-STARK FUNERAL SERV	102: DOWNTOWN DIST	0.00
11-99-09-850-906	SHELTON CRAIG, DPM	102: DOWNTOWN DIST	3.29
11-11-10-335-010	HAMMIG, MARK	103: DLQ WATER	92.48
11-11-10-267-002	KUZANA ENTERPRISES, LLC	103: DLQ WATER	281.85
11-11-10-267-002	KUZANA ENTERPRISES, LLC	103: DLQ WATER	0.00
11-11-10-267-005	AHMAD-HILL, CAMERON-CYNTH	103: DLQ WATER	10.46
11-11-10-360-020	CAMERON, SHENESA D	103: DLQ WATER	373.76
11-11-10-261-002	TEALL RONALD W	103: DLQ WATER	393.35
11-11-39-480-008	NICHOLSON ANNA S & ROBERT	103: DLQ WATER	552.73
11-11-39-104-003	WEST, CAVEN	103: DLQ WATER	170.77
11-11-39-125-029	TD REO FUND LLC	103: DLQ WATER	1,007.69
11-11-39-427-012	HUNTER ADDIE	103: DLQ WATER	150.63
11-11-39-426-014	CHAUNCEY JOHNNIE M	103: DLQ WATER	265.12
11-11-37-155-008	ST JAMES CHURCH OF GOD IN	103: DLQ WATER	747.23
11-11-39-302-025	THE BANK OF NEW YORK MELL	103: DLQ WATER	4,082.24
11-11-39-431-009	FANNIE MAE	103: DLQ WATER	282.79
11-11-39-431-002	POWELL-BROCK ANNIE	103: DLQ WATER	111.73
11-11-37-105-003	MCGILL KEITH JR	103: DLQ WATER	35.00
11-11-04-270-013	BAAAS LLC	103: DLQ WATER	168.13
11-11-40-108-008	CAMPBELL PROPERTY MANAGEM	103: DLQ WATER	1,456.52
11-11-05-466-001	PHILLIPS ROBERTA	103: DLQ WATER	900.10
11-11-05-307-012	FANNIE MAE	103: DLQ WATER	363.52
11-11-40-206-004	LONGE, OLU VICTOR-OMOBOLA	103: DLQ WATER	85.25
11-11-40-401-014	THRISTLE HOLDINGS LLC	103: DLQ WATER	1,689.16
11-11-40-401-014	THRISTLE HOLDINGS LLC	103: DLQ WATER	0.00
11-11-40-401-014	THRISTLE HOLDINGS LLC	103: DLQ WATER	0.00
11-11-39-145-036	O'BRIAN BUILDING, LLC	103: DLQ WATER	208.96
11-11-39-165-001	MICHIGAN AVE INVESTMENTS	103: DLQ WATER	252.74
11-11-40-484-003	CHRIST TEMPLE APOSTOLIC	103: DLQ WATER	156.89
11-11-04-462-002	J&K WORLDWIDEE LLC	104: DEPOT TOWN	279.16
11-11-04-463-001	CROSS STREET DEPOT TOWN,	104: DEPOT TOWN	2.92
11-11-04-463-002	FOLLETT HOUSE LLC	104: DEPOT TOWN	10.25
11-11-04-463-003	FOLLETT HOUSE LLC	104: DEPOT TOWN	236.55
11-11-04-463-005	MCKEEVER, GARY-CAROLYN TR	104: DEPOT TOWN	129.13
11-11-04-463-006	FINE, BENITA-EDWIN	104: DEPOT TOWN	89.96
11-11-04-463-007	MCKEEVER GARY & CAROLYN,T	104: DEPOT TOWN	112.19
11-11-04-463-008	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-11-04-463-009	CROSS STREET CLUB LLC	104: DEPOT TOWN	294.48
11-11-04-463-012	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-11-04-463-013	AUBSAN L.L.C.	104: DEPOT TOWN	464.65
11-11-04-465-007	DAHLMANN DENNIS A	104: DEPOT TOWN	153.93
11-11-04-465-008	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-11-04-495-023	THOMPSON BLOCK PARTNERS L	104: DEPOT TOWN	0.00
11-11-04-495-024	THOMPSON BLOCK PARTNERS L	104: DEPOT TOWN	109.69
11-11-09-107-006	JOHPAT PROPERTY, LLC	104: DEPOT TOWN	241.12
11-11-09-107-016	YPSI AUTOMOTIVE HERITAGE	104: DEPOT TOWN	0.00
11-11-09-130-001	YPSILANTI MILL WORKS, LLC	104: DEPOT TOWN	307.35
11-11-09-130-002	NORTH RIVER ST LLC	104: DEPOT TOWN	306.95
11-11-09-130-003	SZUMKO, STEFAN	104: DEPOT TOWN	85.47

All Records
All Special Assessments
SUMMER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-09-130-023	BERTRAM DESIGN, LLC	104: DEPOT TOWN	18.83
11-11-09-131-005	CROSS STREET HOLDINGS LLC	104: DEPOT TOWN	549.73
11-11-09-131-007	SANGSTER WALTER DANIEL &	104: DEPOT TOWN	86.83
11-11-09-131-008	FRENCH WOMAN, LLC	104: DEPOT TOWN	27.42
11-11-09-131-011	RICHIE REX & SALLY	104: DEPOT TOWN	291.45
11-11-09-131-017	ROBINE, RICHARD-SHARON TR	104: DEPOT TOWN	58.54
11-11-09-131-018	LAND BARRON LLC	104: DEPOT TOWN	244.79
11-11-09-131-019	CITY BODY SHOP	104: DEPOT TOWN	667.46
11-11-09-131-021	CROSS STREET HOLDINGS LLC	104: DEPOT TOWN	19.56
11-11-09-131-022	FRENCH LINDA, TRUST	104: DEPOT TOWN	19.31
11-11-09-131-036	DEPOT TOWN ENTERPRISES, I	104: DEPOT TOWN	23.84
11-11-09-131-037	DEPOT TOWN ENTERPRISES	104: DEPOT TOWN	177.13
11-11-09-131-038	DEPOT TOWN ENTERPRISES	104: DEPOT TOWN	213.01
11-11-09-131-040	BULLARD MARK	104: DEPOT TOWN	45.29
11-11-09-131-041	BULLARD, MARK	104: DEPOT TOWN	39.42
11-11-09-131-043	LADYFRENCH LLC	104: DEPOT TOWN	345.43
11-11-40-105-001	PAPPAS JOHN N	104: DEPOT TOWN	91.81
11-11-40-401-024	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-11-40-401-025	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-11-40-401-029	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-11-40-401-030	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-11-40-401-032	CITY OF YPSILANTI	104: DEPOT TOWN	0.00
11-99-01-537-439	WELLS FARGO FINANCIAL LEA	104: DEPOT TOWN	0.00
11-99-12-102-601	APPLE ANNIE'S & JIM MACDO	104: DEPOT TOWN	0.00
11-99-12-102-900	AUBREE'S & STICKS	104: DEPOT TOWN	153.02
11-99-12-300-000	CADY'S GRILL & BAR	104: DEPOT TOWN	0.00
11-99-12-303-198	CHEEKY MONKEY BEARS & GIF	104: DEPOT TOWN	0.00
11-99-12-304-300	CITY BODY SHOP	104: DEPOT TOWN	0.00
11-99-12-402-197	DTE ELECTRIC COMPANY	104: DEPOT TOWN	122.67
11-99-12-810-501	PAULA'S BARBER SHOP	104: DEPOT TOWN	1.27
11-99-12-905-100	MACMULLAN ARCT	104: DEPOT TOWN	0.00
11-99-12-905-367	DTE GAS COMPANY	104: DEPOT TOWN	73.31
11-99-12-905-368	MICHIGAN CONSOLIDATED GAS	104: DEPOT TOWN	10.23
11-99-12-905-500	OLDE TOWNE COIN & GOLD	104: DEPOT TOWN	0.00
11-99-12-907-100	PAPPAS ART FOUNDRY	104: DEPOT TOWN	0.00
11-99-12-921-000	QUINNS ESSENTIALS	104: DEPOT TOWN	0.00
11-99-12-930-300	SIDETRACK/FRENCHIES	104: DEPOT TOWN	0.00
11-99-12-930-375	HARRINGTON'S STANDARD PRI	104: DEPOT TOWN	222.12
11-99-12-950-222	YPSILANTI FOOD CO-OP	104: DEPOT TOWN	129.25
11-99-21-600-666	ENCHANTED FLORIST INC.	104: DEPOT TOWN	1.09
11-99-22-005-005	CREATION STATION	104: DEPOT TOWN	0.54
11-99-23-000-017	THE HAIR STATION	104: DEPOT TOWN	1.82
11-99-24-900-199	BIRD BRAIN INC	104: DEPOT TOWN	0.00
11-99-25-250-275	SALT CITY ANTIQUES	104: DEPOT TOWN	1.46
11-99-25-502-300	NELSON AMOS STUDIO	104: DEPOT TOWN	0.00
11-99-25-700-030	SPA BURJON	104: DEPOT TOWN	0.00
11-99-26-200-090	CAFE LUWAK	104: DEPOT TOWN	0.00
11-99-27-100-700	EMU-AAUP	104: DEPOT TOWN	0.00
11-99-29-012-070	WOLVERINE LAW	104: DEPOT TOWN	0.00
11-99-29-012-160	DEPOT TOWN ASSOC	104: DEPOT TOWN	0.00
11-99-29-012-320	FANTASY ATTIC COSTUMES	104: DEPOT TOWN	0.00
11-99-29-400-090	CLOVER COMPUTERS	104: DEPOT TOWN	0.00
11-99-30-012-030	WINDING ROAD MAGAZINE	104: DEPOT TOWN	0.00
11-99-30-200-020	DEPOT TOWN TATTOO PARLOUR	104: DEPOT TOWN	0.18
11-99-33-012-009	DEPOT TOWN DISPENSARY	104: DEPOT TOWN	2.74
11-99-33-012-011	CAFE OLLIE	104: DEPOT TOWN	9.14
11-99-33-012-012	MASSAGE MECHANICS	104: DEPOT TOWN	0.00
11-99-33-012-044	SCHULTZ OUTFITTERS	104: DEPOT TOWN	9.14
11-99-33-012-045	ONE LOVE CULTURE SHOP	104: DEPOT TOWN	0.00
11-11-09-190-005	HOOD LAWRENCE	109: TRASH	100.00
11-11-10-262-005	NORTHWESTERN ENERGY INVES	109: TRASH	100.00
11-11-10-345-008	ADS REAL ESTATE ENTERPRIS	109: TRASH	250.00
11-11-37-130-024	HERMAN LANCE	109: TRASH	200.00
11-11-37-131-016	BURRIDGE BALLARD MINNIE J	109: TRASH	650.00
11-11-37-153-018	MEHTA ENGINEERING LLC	109: TRASH	450.00
11-11-39-431-009	FANNIE MAE	109: TRASH	500.00
11-11-39-440-008	GIGLIONE, MICHAEL	109: TRASH	350.00
11-11-39-440-024	JUST RIGHT SERVICES LLC	109: TRASH	100.00
11-11-39-465-008	WHISENANT, ROBERT- FREIDA	109: TRASH	100.00
11-11-39-465-025	DEUTSCHE BANK	109: TRASH	3,450.00
11-11-39-480-023	HENRY RICHARD G	109: TRASH	100.00
11-11-39-480-023	HENRY RICHARD G	109: TRASH	100.00
11-11-40-181-009	TRAVIS JACK V & BARBARA	109: TRASH	300.00
11-11-40-181-010	NYRKKANEN MICHELLE & MART	109: TRASH	150.00
11-11-40-185-008	EASTERN OAKS, LLC	109: TRASH	200.00
11-11-09-109-006	GALLUP PROPERTIES LLC	110: WEEDS	165.00
11-11-10-356-008	ROSAS, ALEXY	110: WEEDS	165.00
11-11-37-130-024	HERMAN LANCE	110: WEEDS	165.00
11-11-39-431-009	FANNIE MAE	110: WEEDS	450.00

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11-11-39-431-009	FANNIE MAE	110: WEEDS	200.00
11-11-39-431-009	FANNIE MAE	110: WEEDS	165.00
11-11-39-440-032	IZIREIN, EHI-OHI-ABIGAIL	110: WEEDS	165.00
11-11-39-480-023	HENRY RICHARD G	110: WEEDS	165.00
11-11-39-480-023	HENRY RICHARD G	110: WEEDS	200.00
11-11-40-462-014	NEWMAN, ANSLIE	110: WEEDS	165.00
11-11-09-155-008	WONG JOSHUA G	111: WATER STREET	105.99
11-11-09-155-009	15 NORTH RIVER LLC	111: WATER STREET	92.25
11-11-09-155-010	FISCHER HONDA	111: WATER STREET	25.30
11-11-09-155-011	FISCHER HONDA	111: WATER STREET	20.17
11-11-09-155-012	FISCHER HONDA	111: WATER STREET	20.17
11-11-09-155-017	FISCHER HONDA	111: WATER STREET	532.13
11-11-09-155-019	CBQ VENTURES LLC	111: WATER STREET	442.42
11-99-09-910-601	SUBURBAN PONTIAC CADILLAC	111: WATER STREET	87.38
11-99-27-820-100	KENTUCKY FRIED CHICKEN	111: WATER STREET	0.00
11-11-03-326-022	KITCHEN, KIRK	112: RENTAL INSPEC	65.00
11-11-03-326-022	KITCHEN, KIRK	112: RENTAL INSPEC	55.00
11-11-04-497-008	PHILLIPS JACK	112: RENTAL INSPEC	55.00
11-11-05-307-010	SMILEY GERDA U,TRUST	112: RENTAL INSPEC	55.00
11-11-05-307-010	SMILEY GERDA U,TRUST	112: RENTAL INSPEC	55.00
11-11-05-465-003	MOHAMMAD SYED NASIR	112: RENTAL INSPEC	126.00
11-11-09-130-019	BUCK MATTHEW	112: RENTAL INSPEC	75.00
11-11-09-131-029	LAWSHE KENNETH R	112: RENTAL INSPEC	55.00
11-11-09-131-029	LAWSHE KENNETH R	112: RENTAL INSPEC	55.00
11-11-09-131-029	LAWSHE KENNETH R	112: RENTAL INSPEC	55.00
11-11-09-192-012	UNIVERSAL RESTORATIONS LL	112: RENTAL INSPEC	220.00
11-11-10-233-006	LOVE CHRISTOPHER B. & MIC	112: RENTAL INSPEC	55.00
11-11-10-335-010	HAMMIG, MARK	112: RENTAL INSPEC	55.00
11-11-10-335-017	ROLLING STONE RENOVATIONS	112: RENTAL INSPEC	55.00
11-11-37-100-005	WOODWARD MICHAEL H	112: RENTAL INSPEC	110.00
11-11-37-100-005	WOODWARD MICHAEL H	112: RENTAL INSPEC	110.00
11-11-37-100-005	WOODWARD MICHAEL H	112: RENTAL INSPEC	110.00
11-11-37-129-005	HENDRICKS, LENORIS	112: RENTAL INSPEC	55.00
11-11-37-129-005	HENDRICKS, LENORIS	112: RENTAL INSPEC	55.00
11-11-37-153-025	MEHTA ENGINEERING LLC	112: RENTAL INSPEC	75.00
11-11-37-153-025	MEHTA ENGINEERING LLC	112: RENTAL INSPEC	55.00
11-11-37-153-025	MEHTA ENGINEERING LLC	112: RENTAL INSPEC	55.00
11-11-39-125-011	MEHAT ENGINEERING LLC	112: RENTAL INSPEC	55.00
11-11-39-125-011	MEHAT ENGINEERING LLC	112: RENTAL INSPEC	55.00
11-11-39-125-011	MEHAT ENGINEERING LLC	112: RENTAL INSPEC	55.00
11-11-39-131-008	SHEPARD FAITH	112: RENTAL INSPEC	110.00
11-11-39-160-008	MEHTA ENGINEERING LLC	112: RENTAL INSPEC	55.00
11-11-39-165-006	KING KATHERINE GARVIN	112: RENTAL INSPEC	55.00
11-11-39-165-006	KING KATHERINE GARVIN	112: RENTAL INSPEC	55.00
11-11-39-168-023	FRANCOIS ALLEN	112: RENTAL INSPEC	55.00
11-11-39-175-002	GILLIAM, GERRIE	112: RENTAL INSPEC	55.00
11-11-39-175-002	GILLIAM, GERRIE	112: RENTAL INSPEC	55.00
11-11-39-180-005	TYNER LAWRENCE & ELAYNE	112: RENTAL INSPEC	110.00
11-11-39-411-004	AGARWAL, ASHUTOSH	112: RENTAL INSPEC	165.00
11-11-39-426-038	HALL FAMILY, TRUST	112: RENTAL INSPEC	65.00
11-11-39-427-011	JAMES VICTORIA S	112: RENTAL INSPEC	55.00
11-11-39-440-023	WILLIAMS, BRUCE T	112: RENTAL INSPEC	55.00
11-11-39-440-028	VEASLEY MELVIN D	112: RENTAL INSPEC	65.00
11-11-39-440-028	VEASLEY MELVIN D	112: RENTAL INSPEC	55.00
11-11-39-440-028	VEASLEY MELVIN D	112: RENTAL INSPEC	55.00
11-11-40-109-011	HARRINGTON JEREL & DONNA	112: RENTAL INSPEC	110.00
11-11-40-134-009	SCHMIDT LEONARD III & JEN	112: RENTAL INSPEC	75.00
11-11-40-136-023	JEDELE, JASON	112: RENTAL INSPEC	55.00
11-11-40-189-009	RUSHTON, JAMES-MICHELLE	112: RENTAL INSPEC	65.00
11-11-40-189-009	RUSHTON, JAMES-MICHELLE	112: RENTAL INSPEC	55.00
11-11-40-431-003	HALLIWILL, FREDERICK- CLA	112: RENTAL INSPEC	168.00
11-11-40-461-011	RHODEN MELVIN & ELEANORE	112: RENTAL INSPEC	55.00
11-11-40-461-011	RHODEN MELVIN & ELEANORE	112: RENTAL INSPEC	55.00
11-11-40-463-010	MORRISON DDS JOHN E	112: RENTAL INSPEC	165.00
11-11-39-101-001	BREED HEDGER C & COLIN A	115: 83 MICH AVE OPER	104.06
11-11-39-101-002	103 W MICHIGAN AVE, LLC	115: 83 MICH AVE OPER	92.04
11-11-39-101-003	KUHNS JEFFREY R & BALOGH	115: 83 MICH AVE OPER	96.50
11-11-39-101-004	PUFFER RED'S INC	115: 83 MICH AVE OPER	82.73
11-11-39-101-005	PUFFER RED'S, INC	115: 83 MICH AVE OPER	51.78
11-11-39-101-006	WILLIAMS ERIC & TANDRA	115: 83 MICH AVE OPER	66.69
11-11-39-101-007	WILLIAMS ERIC & TANDRA	115: 83 MICH AVE OPER	138.40
11-11-39-101-008	FRENCH MICHIGAN , LLC	115: 83 MICH AVE OPER	107.86
11-11-39-101-009	BATTERS UP, LLC	115: 83 MICH AVE OPER	193.93
11-11-39-101-010	WILLOUGHBY BROS LLC	115: 83 MICH AVE OPER	101.91
11-11-39-101-011	MIXED 15 MI 3 BRANCH HOLD	115: 83 MICH AVE OPER	163.34
11-11-39-101-014	LAWRENCE JOSEPH D	115: 83 MICH AVE OPER	59.22
11-11-39-101-015	LAWRENCE JOSEPH D	115: 83 MICH AVE OPER	61.79
11-11-39-101-016	DEFOREST-LADD,INC	115: 83 MICH AVE OPER	133.85
11-11-39-101-017	NORTH FORD RD RENTAL	115: 83 MICH AVE OPER	410.19

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11-11-39-101-018	CITY OF YPSILANTI	115: 83 MICH AVE OPER	0.00
11-11-39-101-019	HERITAGE APPRAISAL SERVIC	115: 83 MICH AVE OPER	163.38
11-11-39-101-020	MICHIGAN HERITAGE, LLC	115: 83 MICH AVE OPER	287.83
11-11-39-102-001	BRICKLEY PROPERTIES, LLC	115: 83 MICH AVE OPER	201.57
11-11-39-102-002	ROUMANIS ANASTASIA, TRUST	115: 83 MICH AVE OPER	175.23
11-11-39-102-003	COOL HOLDINGS, LLC	115: 83 MICH AVE OPER	188.35
11-11-39-102-006	RUMFORD PROPERTIES, LLC	115: 83 MICH AVE OPER	170.65
11-11-39-102-007	YPSILANTI DISTRICT LIBRAR	115: 83 MICH AVE OPER	0.00
11-11-39-102-013	ALQUOSH, LLC	115: 83 MICH AVE OPER	159.84
11-11-39-102-014	BARNES & BARNES PROPERTI	115: 83 MICH AVE OPER	52.65
11-11-39-102-015	THE THRIFT SHOP ASSOCIATI	115: 83 MICH AVE OPER	0.00
11-11-39-102-016	BIRDSCOLORS LLC	115: 83 MICH AVE OPER	14.62
11-11-39-102-017	BIRDSCOLORS LLC	115: 83 MICH AVE OPER	25.22
11-11-39-102-018	MACK & MACK BUILDING, LLC	115: 83 MICH AVE OPER	67.46
11-11-39-102-019	MORRISSEY MICHAEL	115: 83 MICH AVE OPER	64.64
11-11-39-102-020	BARNES & BARNES PROPERTIE	115: 83 MICH AVE OPER	104.32
11-11-39-182-005	TRI COUNTY INVESTMENTS, L	115: 83 MICH AVE OPER	93.89
11-11-39-182-006	YPSILANTI BUILDING, LLC	115: 83 MICH AVE OPER	100.30
11-11-39-182-007	PRIME TIME REAL ESTATE LL	115: 83 MICH AVE OPER	173.64
11-11-39-182-008	CREDIT BUREAU OF YPSILANT	115: 83 MICH AVE OPER	114.97
11-11-39-182-009	CITY OF YPSILANTI	115: 83 MICH AVE OPER	0.00
11-11-39-182-010	WANG JIN HUA & LIU CUIQIN	115: 83 MICH AVE OPER	67.25
11-11-39-182-011	PHOENIX 11, LLC	115: 83 MICH AVE OPER	470.22
11-11-40-401-001	LOWE REYNOLD & JUDITH A	115: 83 MICH AVE OPER	184.46
11-11-40-401-002	COUNTY PHARMACY PROPERTIE	115: 83 MICH AVE OPER	117.90
11-11-40-401-003	NOM NOM PROPORTIES LLC	115: 83 MICH AVE OPER	149.78
11-11-40-401-004	810 W MICHIGAN, LLC	115: 83 MICH AVE OPER	15.95
11-11-40-401-005	PAPPAS VASILIKI & MARIA	115: 83 MICH AVE OPER	15.86
11-11-40-401-006	WALTERS ERIC & LISA	115: 83 MICH AVE OPER	110.10
11-11-40-401-007	KABAT GLAZE, REAL ESTATE	115: 83 MICH AVE OPER	196.60
11-11-40-401-008	BRYANT WAYNE J,TRUST	115: 83 MICH AVE OPER	156.11
11-11-40-401-009	PAPPAS PETE	115: 83 MICH AVE OPER	115.49
11-11-40-401-010	22 NORTH AUDIO LLC	115: 83 MICH AVE OPER	174.95
11-11-40-401-011	PAPPAS VASILIKI & MARIA	115: 83 MICH AVE OPER	93.88
11-11-40-401-012	PAPPAS BESSIE	115: 83 MICH AVE OPER	115.87
11-11-40-401-013	32-42 N HURON, LLC/LAWREN	115: 83 MICH AVE OPER	276.09
11-11-40-401-014	THRISTLE HOLDINGS LLC	115: 83 MICH AVE OPER	158.47
11-11-40-401-015	VINCENT MICHAEL J & PAMEL	115: 83 MICH AVE OPER	43.96
11-11-40-401-017	CITY OF YPSILANTI	115: 83 MICH AVE OPER	0.00
11-11-40-401-019	PENET EDWARD & BONITA	115: 83 MICH AVE OPER	120.70
11-11-40-401-031	CITY OF YPSILANTI DDA	115: 83 MICH AVE OPER	0.00
11-11-40-401-034	DTE ELECTRIC COMPANY	115: 83 MICH AVE OPER	210.85
11-11-40-401-035	DTE ELECTRIC COMPANY	115: 83 MICH AVE OPER	57.58
11-11-40-481-019	EASTERN MICHIGAN UNIVERSI	115: 83 MICH AVE OPER	0.00
11-11-40-483-004	EASTERN MICHIGAN UNIVERSI	115: 83 MICH AVE OPER	0.00
11-11-40-483-005	CITY OF YPSILANTI	115: 83 MICH AVE OPER	0.00
11-11-40-483-006	ISKCON OF YPSILANTI INC	115: 83 MICH AVE OPER	0.00
11-11-40-483-007	ANN ARBOR TRANSPORTATION	115: 83 MICH AVE OPER	0.00
11-11-40-483-008	CITY OF YPSILANTI	115: 83 MICH AVE OPER	0.00
11-11-40-483-011	COTTON, GLENN MD PLC	115: 83 MICH AVE OPER	29.33
11-11-40-483-012	BALOGH NANCY A & KUHNS JE	115: 83 MICH AVE OPER	51.70
11-11-40-483-017	EASTERN MICHIGAN UNIVERSI	115: 83 MICH AVE OPER	0.00
11-11-40-483-018	MASCHARKA RANDALL J	115: 83 MICH AVE OPER	31.42
11-11-40-483-019	ANN ARBOR TRANSPORTATION	115: 83 MICH AVE OPER	0.00
11-11-40-484-001	MIC LIMITED	115: 83 MICH AVE OPER	376.51
11-11-40-484-002	BREED, HEDGER C	115: 83 MICH AVE OPER	128.52
11-11-40-484-003	CHRIST TEMPLE APOSTOLIC	115: 83 MICH AVE OPER	63.34
11-11-40-484-004	SHIN BANG H	115: 83 MICH AVE OPER	114.57
11-11-40-484-005	CITY OF YPSILANTI	115: 83 MICH AVE OPER	0.00
11-11-40-484-006	FAYED, MOHAMED	115: 83 MICH AVE OPER	63.98
11-11-40-484-007	BATIANIS GREGORY	115: 83 MICH AVE OPER	144.00
11-11-40-484-008	BATIANIS GREGORY	115: 83 MICH AVE OPER	101.45
11-11-40-484-009	CROMER, DEBORAH-MICHAEL	115: 83 MICH AVE OPER	105.66
11-11-40-484-010	STAHOLD CORPORATION, INC	115: 83 MICH AVE OPER	179.02
11-11-40-484-011	BLACKHAWK INVEST GROUP	115: 83 MICH AVE OPER	534.56
11-11-40-484-012	STAHOLD CORPORATION, INC	115: 83 MICH AVE OPER	122.43
11-11-40-484-013	FREEMAN WARD D & RAMSEY J	115: 83 MICH AVE OPER	195.98
11-11-40-484-018	NORTH WASHINGTON ST LLC	115: 83 MICH AVE OPER	181.90
11-11-40-484-021	HAMILTON DAVID	115: 83 MICH AVE OPER	165.62
11-11-40-484-022	17 N. WASHINGTON LLC	115: 83 MICH AVE OPER	543.52
11-11-40-484-023	MAURER WML LLC	115: 83 MICH AVE OPER	684.66
11-11-40-485-004	AMANDA RECKONWITH, LLC	115: 83 MICH AVE OPER	124.29
11-11-40-485-006	DJM LAND CO, LLC	115: 83 MICH AVE OPER	143.28
11-11-40-485-007	PRIMA VERY ITALIANA, LLC	115: 83 MICH AVE OPER	150.53
11-11-40-485-008	PETRU GHEORGHE	115: 83 MICH AVE OPER	103.58
11-11-40-485-009	10 N WASHINGTON LLC	115: 83 MICH AVE OPER	84.34
11-11-40-485-010	MAURER APARTMENTS, LLC	115: 83 MICH AVE OPER	125.98
11-11-40-485-011	MAURER APARTMENTS, LLC	115: 83 MICH AVE OPER	135.71
11-11-40-485-012	LAWRENCE JOSEPH D	115: 83 MICH AVE OPER	76.10

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11-11-40-485-016	ELLIS RALPH & BAAS VALERI	115: 83 MICH AVE OPER	116.36
11-11-40-485-017	ELLIS RALPH & BAAS VALARI	115: 83 MICH AVE OPER	84.09
11-11-40-485-018	SPECTRA SCAPE, LLC	115: 83 MICH AVE OPER	100.41
11-11-40-485-019	112 W MICHIGAN AVE, LLC	115: 83 MICH AVE OPER	90.35
11-11-40-485-020	LITA HOLDINGS, LLC	115: 83 MICH AVE OPER	71.72
11-11-40-485-021	LEE SANG WOONG & KYUNG SO	115: 83 MICH AVE OPER	110.84
11-11-40-485-022	WINTERS WM DOUGLAS	115: 83 MICH AVE OPER	94.45
11-11-40-485-023	WINTERS WM DOUGLAS	115: 83 MICH AVE OPER	167.29
11-11-40-485-024	LE HOANH VAN & BUI LANG T	115: 83 MICH AVE OPER	132.64
11-11-40-485-025	LE HOANH VAN & BUI LANG T	115: 83 MICH AVE OPER	148.48
11-11-40-485-026	CITY OF YPSILANTI	115: 83 MICH AVE OPER	0.00
11-11-40-485-029	YOUNG ADULT'S HEALTH CENT	115: 83 MICH AVE OPER	0.00
11-11-40-485-030	OWEN DOUGLAS INVESTMENTS,	115: 83 MICH AVE OPER	271.79
11-11-40-485-031	BARR INVESTMENTS, LLC	115: 83 MICH AVE OPER	104.88
11-11-40-485-032	CONGDON'S ACE HARDWARE	115: 83 MICH AVE OPER	121.90
11-11-40-485-033	ROWLEY BRADLEY & JENNIFER	115: 83 MICH AVE OPER	106.56
11-11-40-485-034	BREED COLIN	115: 83 MICH AVE OPER	78.73
11-11-40-485-035	E & B CORPORATION, INC	115: 83 MICH AVE OPER	138.60
11-11-40-485-036	DJM LAND CO, LLC	115: 83 MICH AVE OPER	134.31
11-11-40-485-037	MAXTON USA LIMITED	115: 83 MICH AVE OPER	41.07
11-11-40-485-039	YOUNG ADULTS HEALTH CENTE	115: 83 MICH AVE OPER	0.00
11-11-40-485-041	MELLENCAMP BUILDING LLC	115: 83 MICH AVE OPER	53.38
11-11-40-486-002	MAURER ERIC,KAREN & WALTE	115: 83 MICH AVE OPER	137.52
11-11-40-486-003	MAURER ERIC V & KAREN	115: 83 MICH AVE OPER	169.13
11-11-40-486-004	MAURER WALTER,ERIC & KARE	115: 83 MICH AVE OPER	121.28
11-11-40-486-007	CENTENNIAL PLAZA. LLC	115: 83 MICH AVE OPER	36.19
11-11-40-486-009	LAAKKO KENNETH W & DEBORA	115: 83 MICH AVE OPER	96.13
11-11-40-486-010	MAXTON GARE & CHRISTINE	115: 83 MICH AVE OPER	65.43
11-11-40-486-024	ST JOSEPH MERCY HEALTH SY	115: 83 MICH AVE OPER	31.81
11-11-40-486-025	ST JOSEPH MERCY HEALTH SY	115: 83 MICH AVE OPER	24.13
11-11-40-486-027	ST JOSEPH MERCY HEALTH SY	115: 83 MICH AVE OPER	0.00
11-11-40-486-028	ST JOSEPH MERCY HEALTH SY	115: 83 MICH AVE OPER	35.28
11-11-40-486-029	POTTS-MARTIN, JAMES C-KEN	115: 83 MICH AVE OPER	95.01
11-11-40-486-030	CENTENNIAL PLAZA, LLC	115: 83 MICH AVE OPER	656.99
11-11-40-487-004	BREDELL, JOHN H-LYNN M TR	115: 83 MICH AVE OPER	129.91
11-11-40-489-001	GO DOWNTOWN, LLC	115: 83 MICH AVE OPER	329.69
11-11-40-489-002	FOTIADIS WML LLC	115: 83 MICH AVE OPER	333.85
11-11-40-490-001	DANSEN, LLC	115: 83 MICH AVE OPER	218.24
11-11-40-490-002	DANSEN, LLC	115: 83 MICH AVE OPER	218.24
11-99-01-101-103	ALLSTATE INSURANCE COMPAN	115: 83 MICH AVE OPER	0.00
11-99-01-401-016	ITC TRANSMISSION	115: 83 MICH AVE OPER	8.59
11-99-01-430-004	MCKESSON PHARMACY SYSTEMS	115: 83 MICH AVE OPER	0.00
11-99-01-900-105	ICEE CO	115: 83 MICH AVE OPER	28.51
11-99-01-900-800	INTERNATIONAL AMUSEMENT L	115: 83 MICH AVE OPER	19.01
11-99-01-903-023	UNIFIED MERCHANT SERVICES	115: 83 MICH AVE OPER	0.00
11-99-02-101-103	THE AMORI AGENCY	115: 83 MICH AVE OPER	0.00
11-99-02-205-901	BREDELL & BREDELL	115: 83 MICH AVE OPER	0.00
11-99-02-400-150	DALAT RESTAURANT INC.	115: 83 MICH AVE OPER	0.00
11-99-08-021-013	POPULIST CLEANING CO	115: 83 MICH AVE OPER	0.00
11-99-08-102-900	ANGEL FOOD CATERING, INC	115: 83 MICH AVE OPER	0.00
11-99-08-200-897	BARR, ANHUT & ASSOCIATES,	115: 83 MICH AVE OPER	0.00
11-99-08-201-901	BILL SHAKWANA INC	115: 83 MICH AVE OPER	0.00
11-99-08-205-880	BREAK AWAY TRAVEL	115: 83 MICH AVE OPER	0.00
11-99-08-307-101	A. R. CONGDONS & SON	115: 83 MICH AVE OPER	0.00
11-99-08-308-900	CREDIT BUREAU OF YPSILANT	115: 83 MICH AVE OPER	0.00
11-99-08-400-600	DEJA VU	115: 83 MICH AVE OPER	244.79
11-99-08-401-101	DTE ELECTRIC COMPANY	115: 83 MICH AVE OPER	365.27
11-99-08-600-150	FAST EDDIES MUSIC	115: 83 MICH AVE OPER	0.00
11-99-08-602-301	FORTNEY EYECARE ASSOCIATE	115: 83 MICH AVE OPER	0.00
11-99-08-602-305	FREEMAN & BUNTING INC	115: 83 MICH AVE OPER	0.00
11-99-08-602-315	FRANKS DRUGS	115: 83 MICH AVE OPER	0.00
11-99-08-750-200	GREEN FINANCIAL GROUP	115: 83 MICH AVE OPER	0.00
11-99-08-800-300	HAAB BROS RESTAURANT	115: 83 MICH AVE OPER	0.00
11-99-08-800-400	H & B BOOKKEEPING & TAX S	115: 83 MICH AVE OPER	16.63
11-99-08-902-100	JACKSON CLEANERS INC.	115: 83 MICH AVE OPER	0.00
11-99-08-918-167	MAXTON LIMITED	115: 83 MICH AVE OPER	0.00
11-99-08-918-790	MATERIALS UNLIMITED	115: 83 MICH AVE OPER	0.00
11-99-08-920-165	MCLAIN & WINTERS	115: 83 MICH AVE OPER	0.00
11-99-08-926-200	DTE GAS COMPANY	115: 83 MICH AVE OPER	23.21
11-99-08-930-185	MULLINS RAYMOND ATTORNEY	115: 83 MICH AVE OPER	0.00
11-99-08-941-002	QUEEN AICHA HAIR BRAIDING	115: 83 MICH AVE OPER	0.00
11-99-08-945-200	RAPID SHOE FIX	115: 83 MICH AVE OPER	0.00
11-99-08-946-245	PUFFER RED'S	115: 83 MICH AVE OPER	36.56
11-99-08-962-002	SWEET SHOPPE	115: 83 MICH AVE OPER	0.00
11-99-08-966-100	TC'S SPEAK EASY	115: 83 MICH AVE OPER	0.00
11-99-08-967-270	TAP ROOM	115: 83 MICH AVE OPER	25.22
11-99-08-975-100	VILLAGE MART/MIKES PARTY	115: 83 MICH AVE OPER	0.00
11-99-08-975-802	VONSCHWARZ ASSOCIATES	115: 83 MICH AVE OPER	0.00
11-99-08-978-700	WOLVERINE GRILL	115: 83 MICH AVE OPER	0.00

Parcel No	Owners Name	Sp. Assessment	Amount
11-99-09-100-030	YPSILANTI CYCLE, LLC	115: 83 MICH AVE OPER	1.64
11-99-09-550-199	ENCORE ASSOCIATES, INC	115: 83 MICH AVE OPER	0.00
11-99-09-974-007	VISITORS & CONVENTION BUR	115: 83 MICH AVE OPER	0.00
11-99-21-100-025	HIDDEN DRAGON	115: 83 MICH AVE OPER	11.51
11-99-22-000-029	INTERIOR DESIGN CRAFTERS	115: 83 MICH AVE OPER	0.18
11-99-22-000-030	CORNER HEALTH CENTER	115: 83 MICH AVE OPER	0.00
11-99-22-000-041	WORLD OF ROCKS	115: 83 MICH AVE OPER	0.00
11-99-22-000-078	ILLUMINART	115: 83 MICH AVE OPER	12.06
11-99-22-005-105	FIRST PENTECOSTAL	115: 83 MICH AVE OPER	0.00
11-99-22-005-378	ELIZABETH WARREN, P.L.L.C	115: 83 MICH AVE OPER	0.00
11-99-23-005-500	CLUB DIVINE	115: 83 MICH AVE OPER	0.00
11-99-23-023-023	JIMMY G'S STYLING SALON	115: 83 MICH AVE OPER	0.00
11-99-23-101-050	UPSCALE HAIR SPOT	115: 83 MICH AVE OPER	0.00
11-99-23-460-000	HURON VALLEY AREA INTERGR	115: 83 MICH AVE OPER	0.18
11-99-23-484-018	PUB 13	115: 83 MICH AVE OPER	0.00
11-99-23-486-006	CENTENNIAL PLAZA, LLC	115: 83 MICH AVE OPER	0.00
11-99-23-500-100	MSHDA	115: 83 MICH AVE OPER	0.00
11-99-23-500-300	MIXED FIFTEEN MI 3 BRANCH	115: 83 MICH AVE OPER	0.00
11-99-23-525-000	LOUIS ROME, ATTY	115: 83 MICH AVE OPER	0.00
11-99-23-600-010	H & R BLOCK	115: 83 MICH AVE OPER	0.00
11-99-24-000-000	ELEVEN WEST SALON & SPA	115: 83 MICH AVE OPER	16.27
11-99-24-021-014	BOMBADILLS CAFE	115: 83 MICH AVE OPER	0.00
11-99-24-100-000	JACOBIES UPTOWN SALON	115: 83 MICH AVE OPER	0.00
11-99-24-100-019	EMBROIDERY PRODUCTS, LLC	115: 83 MICH AVE OPER	0.00
11-99-24-200-050	WALER PHILLIPS DDS PC	115: 83 MICH AVE OPER	16.81
11-99-24-440-010	JACKSON HEWITT	115: 83 MICH AVE OPER	0.00
11-99-24-622-003	MONTERRA FRANCHISE SERVIC	115: 83 MICH AVE OPER	0.00
11-99-24-900-174	CITY HATTER	115: 83 MICH AVE OPER	0.00
11-99-24-930-185	GLENN & LAURA MULLINS	115: 83 MICH AVE OPER	0.00
11-99-24-950-155	HEALTH PLUS SERVICES	115: 83 MICH AVE OPER	0.54
11-99-25-102-015	THRIFT SHOP	115: 83 MICH AVE OPER	0.00
11-99-25-125-000	FATOUMA HAIR BRAIDING	115: 83 MICH AVE OPER	1.64
11-99-25-401-006	CHENILLECOCOLOKA	115: 83 MICH AVE OPER	0.00
11-99-25-465-015	MICHIGAN TRAVEL AGENCY	115: 83 MICH AVE OPER	0.00
11-99-25-890-005	CBC SERVICES	115: 83 MICH AVE OPER	0.00
11-99-25-900-035	IMAGILLATION INC	115: 83 MICH AVE OPER	0.00
11-99-25-970-100	TROJAN CLEANERS INC	115: 83 MICH AVE OPER	0.00
11-99-26-012-200	PEAC,PROGRAMS TO EDUCATE	115: 83 MICH AVE OPER	0.00
11-99-26-012-210	GROWING HOPE	115: 83 MICH AVE OPER	0.00
11-99-26-012-240	MIDWESTERN APPRAISAL CO	115: 83 MICH AVE OPER	4.57
11-99-26-300-080	TAX OASIS	115: 83 MICH AVE OPER	0.00
11-99-26-400-050	BOWERBIRD MONGO	115: 83 MICH AVE OPER	0.00
11-99-26-900-060	DCP COMPUTERS	115: 83 MICH AVE OPER	0.00
11-99-27-110-007	THE ROCKET	115: 83 MICH AVE OPER	0.00
11-99-27-120-025	AFFORDABLE TAX OF MICHIGA	115: 83 MICH AVE OPER	0.00
11-99-27-300-030	LOOK IN THE ATTIC & COMPA	115: 83 MICH AVE OPER	0.00
11-99-27-300-050	SMARTY KATZ	115: 83 MICH AVE OPER	0.00
11-99-27-500-090	YPSI STUDIO	115: 83 MICH AVE OPER	0.00
11-99-27-700-070	ART OF AFRICA	115: 83 MICH AVE OPER	0.54
11-99-28-012-020	DIVINE INTERVENTION ASSOC	115: 83 MICH AVE OPER	0.00
11-99-28-100-020	JACOBSEN/DANIELS ASSOCIAT	115: 83 MICH AVE OPER	0.00
11-99-28-500-020	BEBE HAIR BRAIDING	115: 83 MICH AVE OPER	1.82
11-99-28-900-020	BUCKNER SCOTT, DDS	115: 83 MICH AVE OPER	22.12
11-99-29-010-040	THOMAS BLONDI SALON	115: 83 MICH AVE OPER	4.57
11-99-29-012-050	RITA'S DESIGNS LLC	115: 83 MICH AVE OPER	0.00
11-99-29-012-180	JESUS, RACE & YOU MINSITR	115: 83 MICH AVE OPER	0.00
11-99-29-040-010	HIGH SCOPE	115: 83 MICH AVE OPER	0.00
11-99-29-400-030	HOPE AMERICA, INC	115: 83 MICH AVE OPER	0.00
11-99-29-500-040	OLD WORLD BAKERY	115: 83 MICH AVE OPER	0.00
11-99-29-700-100	BEEZY'S	115: 83 MICH AVE OPER	0.00
11-99-29-800-010	VIVID IMAGING STUDIO	115: 83 MICH AVE OPER	0.00
11-99-30-012-100	MIX	115: 83 MICH AVE OPER	0.00
11-99-30-800-020	KOREYS KRISPY KRUNCHY CHI	115: 83 MICH AVE OPER	0.00
11-99-31-012-010	HERBAL SOLUTIONS	115: 83 MICH AVE OPER	7.31
11-99-31-012-030	BUSY BODIES MASSAGE	115: 83 MICH AVE OPER	0.00
11-99-31-012-050	HASKEL LAW OFFICE	115: 83 MICH AVE OPER	0.00
11-99-31-012-060	UNIVERSALL HOME HEALTH CA	115: 83 MICH AVE OPER	12.79
11-99-31-012-070	IDEAL POINT	115: 83 MICH AVE OPER	0.00
11-99-31-012-090	MILLENIUM FINANCIAL, INC	115: 83 MICH AVE OPER	0.00
11-99-31-012-130	B-24'S	115: 83 MICH AVE OPER	9.14
11-99-31-900-020	METRO COMMERCE CORP	115: 83 MICH AVE OPER	0.00
11-99-32-090-040	MODEL CAVE	115: 83 MICH AVE OPER	0.00
11-99-32-100-010	ADROIX CORP	115: 83 MICH AVE OPER	12.79
11-99-33-012-001	FASHIONS BY G & T UNLIMIT	115: 83 MICH AVE OPER	0.00
11-99-33-012-006	ONE TWENTY THREE	115: 83 MICH AVE OPER	0.00
11-99-33-012-020	RED ROCK DOWNTOWN BARBECU	115: 83 MICH AVE OPER	0.00
11-99-33-012-021	RCL FINANCIAL	115: 83 MICH AVE OPER	0.00
11-99-33-012-027	PP MEDIA & MARKETING	115: 83 MICH AVE OPER	0.00
11-99-33-012-029	BIG RAY'S KUTTIN UP INC	115: 83 MICH AVE OPER	0.00

Parcel No	Owners Name	Sp. Assessment	Amount
11-99-40-484-011	BLACKHAWK INVESTMENT	115: 83 MICH AVE OPER	3.47
11-99-40-486-009	T-MOBILE CENTRAL LLC	115: 83 MICH AVE OPER	103.47
11-11-39-103-010	BANCSITES, INC	119: 03 MICH AVE OPER	1,787.97
11-11-40-463-001	YU MOON JUM	119: 03 MICH AVE OPER	148.29
11-11-40-480-005	ANT DEVELOPMENT INC	119: 03 MICH AVE OPER	45.15
11-11-40-480-006	AZIMI MOHAMMED	119: 03 MICH AVE OPER	52.72
11-11-40-480-007	ASANI, ABRAHAM & KEFSER	119: 03 MICH AVE OPER	87.37
11-11-40-480-008	ASANI ABRAHAM & KEFSER	119: 03 MICH AVE OPER	53.20
11-11-40-480-009	BHAVSAR DINESH	119: 03 MICH AVE OPER	56.26
11-11-40-480-010	JAMES KIM	119: 03 MICH AVE OPER	179.40
11-11-40-480-011	ASANI, ABRAHAM & KEFSER	119: 03 MICH AVE OPER	55.92
11-11-40-480-012	ANT DEVELOPMENT INC	119: 03 MICH AVE OPER	69.28
11-11-40-480-013	WAGNER JOSEPH H	119: 03 MICH AVE OPER	115.24
11-11-40-480-014	ADAMS OUTDOOR ADVERTISING	119: 03 MICH AVE OPER	24.13
11-11-40-480-015	CARLSON, ANDERS	119: 03 MICH AVE OPER	113.32
11-99-01-200-750	CANON FINANCIAL SERVICES,	119: 03 MICH AVE OPER	0.00
11-99-09-021-008	LAVISION INC	119: 03 MICH AVE OPER	0.00
11-99-09-100-325	ABE'S CONEY ISLAND	119: 03 MICH AVE OPER	0.00
11-99-09-206-096	BROOKS COIN LAUNDRY	119: 03 MICH AVE OPER	0.00
11-99-09-303-600	CHAMBER OF COMMERCE	119: 03 MICH AVE OPER	0.00
11-99-09-605-006	FRANKLIN REALTY INC.	119: 03 MICH AVE OPER	0.00
11-99-09-850-110	ANDREW S MUTH PC	119: 03 MICH AVE OPER	0.00
11-99-24-910-020	JOHN D DINGELL MC	119: 03 MICH AVE OPER	0.00
11-99-24-980-035	U OF M EMPLOYEES LOCAL 1	119: 03 MICH AVE OPER	0.00
11-99-24-980-050	CARE ONE, INC	119: 03 MICH AVE OPER	1.64
11-99-26-012-100	REAL TECHNOLOGIES USA	119: 03 MICH AVE OPER	0.00
11-99-28-012-190	ETCS / WC	119: 03 MICH AVE OPER	0.00
11-99-28-400-080	DOS HERMANOS MARKET	119: 03 MICH AVE OPER	0.00
11-99-33-012-017	CAPSTONE BI INC	119: 03 MICH AVE OPER	0.00
11-99-33-012-018	DELANY CONSTRUCTION INC	119: 03 MICH AVE OPER	4.57
11-99-33-012-030	FAMILY CHICKEN INC	119: 03 MICH AVE OPER	0.00
11-11-04-495-023	THOMPSON BLOCK PARTNERS L	124: DANGEROUS - ESCR	2,100.00
11-11-05-381-019	KIM, NGUYEN DUC-PHU	124: DANGEROUS - ESCR	2,100.00
11-11-10-262-005	NORTHWESTERN ENERGY INVES	124: DANGEROUS - ESCR	2,100.00
11-11-39-101-017	NORTH FORD RD RENTAL	124: DANGEROUS - ESCR	2,100.00
11-11-39-440-031	SHEPARD-DARRABLE, FAITH-P	124: DANGEROUS - ESCR	2,100.00
11-11-40-482-005	STAFFELD, KARL	124: DANGEROUS - ESCR	900.00
11-11-40-485-007	PRIMA VERY ITALIANA, LLC	124: DANGEROUS - ESCR	2,100.00
11-11-04-495-023	THOMPSON BLOCK PARTNERS L	125: DANGEROUS - INSP	525.00
11-11-05-381-019	KIM, NGUYEN DUC-PHU	125: DANGEROUS - INSP	525.00
11-11-10-262-005	NORTHWESTERN ENERGY INVES	125: DANGEROUS - INSP	525.00
11-11-39-101-017	NORTH FORD RD RENTAL	125: DANGEROUS - INSP	525.00
11-11-39-440-031	SHEPARD-DARRABLE, FAITH-P	125: DANGEROUS - INSP	525.00
11-11-40-482-005	STAFFELD, KARL	125: DANGEROUS - INSP	225.00
11-11-40-485-007	PRIMA VERY ITALIANA, LLC	125: DANGEROUS - INSP	525.00
11-11-04-426-011	RIVERSTREET PROPERTIES LL	128: SNOW REMOVAL	150.00
11-11-05-307-012	FANNIE MAE	128: SNOW REMOVAL	100.00
11-11-05-435-004	WILLIAMSON, ISAAC K	128: SNOW REMOVAL	100.00
11-11-05-450-020	SURETTE DANIEL	128: SNOW REMOVAL	100.00
11-11-10-360-019	GREENSTONE PROJECTS LLC	128: SNOW REMOVAL	100.00
11-11-37-126-015	RICHARDSON JOSEPH JR	128: SNOW REMOVAL	100.00
11-11-37-126-016	BRYM ZACHARY & MINICH-CAS	128: SNOW REMOVAL	100.00
11-11-37-129-004	FRYAR, RODNEY	128: SNOW REMOVAL	100.00
11-11-37-129-006	TOOSON JOSEPH	128: SNOW REMOVAL	100.00
11-11-37-130-013	FEUER-ALLYN, ARI	128: SNOW REMOVAL	150.00
11-11-37-130-024	HERMAN LANCE	128: SNOW REMOVAL	150.00
11-11-37-153-025	MEHTA ENGINEERING LLC	128: SNOW REMOVAL	100.00
11-11-37-203-003	GREAT ARBOR PROPERTIES	128: SNOW REMOVAL	100.00
11-11-37-203-004	JOHNSON, SALLY	128: SNOW REMOVAL	100.00
11-11-39-125-015	OSGOOD-WANG, CHRISTOPHER-	128: SNOW REMOVAL	150.00
11-11-39-130-015	BEVAN, RUTH ELIZABETH	128: SNOW REMOVAL	100.00
11-11-39-130-036	TOOSON JOSEPH	128: SNOW REMOVAL	100.00
11-11-39-145-036	O'BRIAN BUILDING, LLC	128: SNOW REMOVAL	150.00
11-11-39-168-023	FRANCOIS ALLEN	128: SNOW REMOVAL	150.00
11-11-39-403-003	CRANDAL FREDERICK WILLIAM	128: SNOW REMOVAL	100.00
11-11-39-403-007	PUCKETT ROBERT R	128: SNOW REMOVAL	100.00
11-11-39-403-008	PUCKETT ROBERT R	128: SNOW REMOVAL	100.00
11-11-39-403-023	BETHEL DELIVERANCE TABERN	128: SNOW REMOVAL	150.00
11-11-39-403-028	MILLER, BRIAN	128: SNOW REMOVAL	150.00
11-11-39-425-005	HURON PROPERTY INVESTMENT	128: SNOW REMOVAL	100.00
11-11-39-425-007	POPE, ALMEASE	128: SNOW REMOVAL	150.00
11-11-39-425-018	WELLS FARGO BANK	128: SNOW REMOVAL	100.00
11-11-39-426-028	RAAFLAUB DAVID	128: SNOW REMOVAL	100.00
11-11-39-426-029	EXCELLENT HOSUING LLC	128: SNOW REMOVAL	100.00
11-11-39-426-040	TYUSE AL & ROCIO	128: SNOW REMOVAL	100.00
11-11-39-440-043	SUNDBERG, ERIC	128: SNOW REMOVAL	100.00
11-11-39-480-022	EXCELLENT HOUSING LLC	128: SNOW REMOVAL	100.00
11-11-39-480-023	HENRY RICHARD G	128: SNOW REMOVAL	100.00
11-11-39-480-024	MESSIAS TEMPLE CHURCH	128: SNOW REMOVAL	100.00

All Records
All Special Assessments
SUMMER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-39-482-002	CHEVALIER JEREMY & PAMELA	128: SNOW REMOVAL	100.00
11-11-39-483-004	BATES EVA RENEE	128: SNOW REMOVAL	150.00
11-11-40-413-013	MORGAN GREGORY	128: SNOW REMOVAL	150.00
11-11-40-415-026	TUTTLE DONALD O, MARINA &	128: SNOW REMOVAL	100.00
11-11-40-462-014	NEWMAN, ANSLIE	128: SNOW REMOVAL	150.00
11-11-40-463-010	MORRISON DDS JOHN E	128: SNOW REMOVAL	100.00
11-11-40-483-002	YPSI ONE, LLC	128: SNOW REMOVAL	150.00
Totals for 100 BOARD UP		Count: 4	1,037.83
Totals for 101 WEST CROSS DDA		Count: 72	7,017.01
Totals for 102 DOWNTOWN DIST		Count: 35	3,591.68
Totals for 103 DLQ WATER		Count: 27	13,839.10
Totals for 104 DEPOT TOWN		Count: 79	6,481.63
Totals for 109 TRASH		Count: 16	7,100.00
Totals for 110 WEEDS		Count: 10	2,005.00
Totals for 111 WATER STREET		Count: 9	1,325.81
Totals for 112 RENTAL INSPEC		Count: 49	3,694.00
Totals for 115 83 MICH AVE OPER		Count: 254	17,514.79
Totals for 119 03 MICH AVE OPER		Count: 29	2,794.46
Totals for 124 DANGEROUS - ESCR		Count: 7	13,500.00
Totals for 125 DANGEROUS - INSP		Count: 7	3,375.00
Totals for 128 SNOW REMOVAL		Count: 41	4,750.00
Grand Totals		Count: 639	88,026.31

REQUEST FOR LEGISLATION
June 14, 2016

FROM: Ericka R. Savage, Assistant to the City Manager

SUBJECT: Renewal of Agreement with the Ann Arbor YMCA

Summary: The YMCA initiated a pilot recreation program for youth in Recreation Park during the summer of 2008. The program was successful and the YMCA expanded its summer program into a year-round recreation program for youth in the community. The YMCA has also been working with the Ypsilanti Public Schools for several years and are providing after school programs.

The YMCA and City entered in to a two-year agreement to provide recreational programs during 2010, renewed in 2014, and the 2014-2016 agreement has expired and is renewable for an additional two-year period, if both parties are amenable. The agreement calls for the YMCA to provide youth recreation programming in city parks. In return, the City will assume no cost for the programs. The YMCA will charge a fee to program participants using their standard guidelines. The YMCA has reviewed the updated agreement and it is satisfactory. The proposed agreement will be renewable in two-year increments with the expressed written approval of both parties.

Recommendation: That City council considers approving the proposed renewal agreement with the Ann Arbor YMCA to provide recreations programming for youth in City parks during 2016 and 2017.

Attachments: Proposed Agreement with Ann Arbor YMCA, proposed resolution.

Council Agenda Date: June 21, 2016 Council Agenda Item No. 2016-134

City Manager Approval: _____

City Manager Comments:_____

Finance Director Approval:_____

Resolution No. 2016 –134
June 21, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, due to reduced General Fund revenues, the City of Ypsilanti eliminated recreational programming for the City's youth; and

WHEREAS, financial contributions from foundations, businesses, non-profits and individuals, combined with contributions of time from many volunteers in the City, have kept the City's recreational facilities open; and

WHEREAS, the Ann Arbor YMCA desires to continue to provide recreational opportunities for area youth during 2016 and 2017; including youth basketball, youth flag football summer camps; and

WHEREAS, the City of Ypsilanti desires to offer the use of City park facilities to the Ann Arbor YMCA in return for providing recreational opportunities for area youth at no charge.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the agreement with the Ann Arbor YMCA to provide recreational opportunities during 2016 and 2017 to area youth in City parks at no cost to the City.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

FIRST EXTENSION OF CONTRACT FOR THE RECREATIONAL SERVICES FOR THE CITY OF YPSILANTI AND LIMITED LICENSING OF PARKS 2016-2017

This First Extension is entered into 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 the ANN ARBOR YMCA, A Michigan non-profit corporation of 400 W. Washington Street, Ann Arbor, MI 48103, hereinafter referred to as "YMCA," on this the _____ day of _____, 2016.

WHEREAS, the CITY and YMCA entered into a certain Contract for the Recreational Services for the City of Ypsilanti and Limited Licensing of Parks, hereinafter "Original Agreement," on April 14, 2014; and

WHEREAS, the term of the Original Agreement was through the 2014 and 2015 calendar years; and

WHEREAS, the parties now with to extend the term of the Original Agreement, now therefore:

IT IS AGREED AS FOLLOWS:

1. Pursuant to Paragraph 6 of the Original Agreement, this First Extension renews the term of the contract between the parties for the 2016 and 2017 calendar years.

2. Except as expressly modified by the terms of this First Extension, the remaining provisions contained in the Original Agreement remain in full force and effect.

THIS FIRST EXTENSION has been executed by the parties hereto on the date set forth above.

CITY OF YPSILANTI

_____

Ralph A. Lange
City Manager

APPROVED AS TO FORM

John M Barr

John Barr
City Attorney

ANN ARBOR YMCA

_____

Toni Kayumi
President/CEO

CONTRACT FOR THE RECREATIONAL SERVICES
FOR THE CITY OF YPSILANTI
AND LIMITED LICENSING OF PARKS
2014-2015

This Agreement is made this 1st day of April 2014, 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 the ANN ARBOR YMCA, a Michigan Non-profit Corporation, of 400 W. Washington Street, Ann Arbor, MI 48103:

WHEREAS the CITY is desirous of acquiring recreational services for the benefit of its citizens, and the YMCA desires to provide recreational service for the benefit of Ypsilanti citizens, and to use city-owned parks and property to provide such recreational services and to further its mission, and

WHEREAS the YMCA has supplied recreational service during 2013 and the parties are willing to continue their agreement, now therefore:

IT IS AGREED AS FOLLOWS:

1. YMCA, for the sole and total consideration of the use of city parks, shall provide regular recreational services at some or all public parks within the City of Ypsilanti, excluding Riverside Park and Frog Island Park.

2. CITY hereby does license the YMCA to use city parks and recreation facilities to conduct reasonable and regular recreational activities at city parks according to a schedule to be provided, without other prior approval from City Council, City Manager, or otherwise.

3. The parties agree that since YMCA is providing services for CITY, YMCA is not subject to the CITY's "special events" policies. YMCA shall abide by and obey all other City ordinances, rules and regulations.

4. YMCA agrees to provide CITY with a schedule of activities to take place within city parks two months in advance of the programs start dates.

5. In the event of any conflict of scheduling or other reason, YMCA agrees to abide by all stop orders of the City Manager and immediately cease and desist from any activity upon direction of the City Manager.

6. This agreement shall run for the 2014 and 2015 Calendar Years and will be renewable in two year increments with the express written approval of both parties. The parties furthermore understand and agree that either party may terminate this contract at any time with thirty days' notice.

7. The parties understand that individuals hired by the YMCA are not employees of the CITY. They are employees of the YMCA.

8. YMCA is an independent contractor and all of its officers, employees, agents or contractors are not employees of the CITY.

9. YMCA agrees to defend, indemnify and hold harmless the CITY and its agents, employees and representative from and against any and all costs, losses, claims, liabilities, fines, expenses, penalties and damages for personal injury or property damages, including reasonable attorney fees (of an attorney agreeable to both parties), in connection with or resulting from:

a. The negligent acts or omission of the YMCA or its agents or representatives in connection with the performance of the Contract; or

b. YMCA's failure to substantially perform or observe any covenant, agreement or condition required under this Contract; or

c. Any other costs arising out of YMCA's performance of its duties under this Contract.

d. YMCA, at its own cost, is required to provide to the CITY a certificate of primary insurance with the following limits of liability:

e.	Worker's Compensation:	Statutory
f.	Employer's Liability	
	i. Each Accident	$500,000
	ii. Disease, Policy Limit	$500,000
	iii. Disease, Each Employee	$500,000
g.	General Liability	
	i. Each Occurrence (injury/property damage)	$1,000,000
	ii. General Aggregate:	$4,000,000
h.	Excess Liability	$2,000,000

10. The City must be listed as an additional insured on the YMCA's insurance policy.

11. YMCA shall be required to pay all deductibles for any claims submitted, including but not limited to the $10,000 Self Insured Retention payment.

12. All insurance policies shall be by Michigan companies or companies admitted to do business in the State of Michigan.

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

14. The rights and obligations under this Contract are personal to the parties' privy to the Contract and may not be assigned or transferred in any way. YMCA further agrees not to subcontract its duties set forth in Paragraph 1 to another party.

15. The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

16. The Contract is the sole Contract and Agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing and signed by the parties.

IN WITNESS WHEREOF, the undersigned have set their hands this _____day of _____, 2014.

In the presence of:

ANN ARBOR YMCA

[redacted]

THE CITY OF YPSILANTI

[redacted]

BY: [redacted]
Ralph A. Lange

APPROVED AS TO FORM:

[redacted] 3/18/14
John Barr, City Attorney

Resolution No. 2016-135
June 21, 2016

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

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

WHEREAS, today's current quality of life for indigenous peoples across the country, and here locally are of great concern; and

WHEREAS, The City of Ypsilanti understands that in order to help close the equity gap, government entities, and other public institutions should change their policies and practices to better reflect experiences, culture, history, and contributions of the people they serve; and

WHEREAS, the second Monday of October is the federal holiday, Columbus Day, and is viewed by some as a celebration of our country's rich immigrant and, in particular, Italian and Catholic heritage; and

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

WHEREAS, in 1990 representatives from 120 Indigenous Nations at the First Continental Conference on 500 Years of Indian Resistance unanimously passed a resolution to transform Columbus Day into an opportunity to educate the rest of the country about pre-existing Indigenous cultures that have survived an often violent colonization process and continue to exist and thrive in present day America; and

WHEREAS, the State of Alaska, the cities of Seattle, WA; Berkeley, CA; Minneapolis, MN; and many others have voted to rename Columbus Day as Indigenous Peoples Day to honor the culture, heritage and contributions of Native Americans; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that The City of Ypsilanti shall recognize Indigenous Peoples Day on the second Monday of October;

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

FURTHER BE IT RESOLVED, The City of Ypsilanti encourages businesses, organizations, and other public entities to recognize Indigenous Peoples Day; and

FURTHER BE IT RESOLVED, The City of Ypsilanti encourages all Ypsilanti public schools, charter schools, and other educational facilities operated within the city to include Indigenous Peoples centered curricula.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
June 15, 2016

TO: Mayor and Council

FROM: Frances M. McMullan, City Clerk

SUBJECT: Approval of Retainer Agreement between the City of Ypsilanti and Governmental Consultant Services, Inc.

SUMMARY & BACKGROUND:

Attached is the proposed retainer agreement between the City and Governmental Consultant Services, Inc. for lobbying services beginning July 1, 2016 through July 1, 2019.

The agreement sets compensation at $2,850 each month for professional services.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution No. 2016-136
Retainer Agreement between City of Ypsilanti and GCSI

COUNCIL AGENDA DATE: June 21, 2016

CITY MANAGER COMMENTS: _____

CITY MANAGER APPROVAL: _____

FINANCE DIRECTOR APPROVAL: _____

Resolution No. 2016-136
June 21, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the proposed retainer agreement with GCSCI (Governmental Consultant Services, Inc.) sets compensation at $2,850.00 per month for professional services beginning July 1, 2016 and commencing July 1, 2019 for (36) thirty-six months.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the retainer agreement between the City of Ypsilanti and Governmental Consultant Services, Inc. and authorizes the Mayor and City Clerk to sign the agreement.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

GCSI
Governmental Consultant Services Inc.

ENTERED
JUN 8 2016
CITY OF YPSILANTI
CITY MANAGER/PLANNING

BOARD OF DIRECTORS
Michael D. Hawks
Stephen E. Young
Kirk A. Profit
Kenneth Cole
William Zaagman
Barbara Farrah
James Miller
Gary E. Owen
Marcia Hume
Christopher Iannuzzi

May 31, 2016

Ralph Lange
City of Ypsilanti
One South Huron Street
Ypsilanti, MI 48197

Dear Ralph,

We appreciate the opportunity to continue to be part of your team in support of the City of Ypsilanti.

Enclosed are two original renewal contracts between the City and GCSI. The new agreement is identical to the current one – only the dates have been revised. If this meets with your approval, please sign both, keeping one for your file and returning one to us.

Thank you for your continued confidence in GCSI!

Sincerely,

[redacted]

Kirk Profit
Director

One Michigan Avenue • 120 N. Washington Square, Suite 110 • Lansing, MI 48933
phone: (517) 484-6216 • fax: (517) 484-0140 • www.gcsionline.com

RETAINER AGREEMENT

THIS AGREEMENT is made July 1, 2016 between GOVERNMENTAL CONSULTANT SERVICES, INC., a Michigan Corporation with its principal office located at 120 N. Washington Square, Suite 110, Lansing, Michigan 48933, First Party, (hereinafter referred to as GCSI), and THE CITY OF YPSILANTI, a Michigan municipal corporation, with offices located at One South Huron Street, Ypsilanti, MI 48197, (hereinafter CITY).

GCSI'S REPRESENTATIONS AND WARRANTIES

1.1 GCSI has been duly organized and validly exists in good standing under the laws of the State of Michigan. GCSI has corporate power to enter into and carry out this Agreement.

1.2 This Agreement has been duly executed and delivered by its appropriate corporate officers and is duly authorized by its Board of Directors.

CITY'S REPRESENTATIONS AND WARRANTIES

2.1 CITY has been duly organized and validly exists in good standing under the laws of the State of Michigan and its business affairs and conduct are in accord with the intent and purpose of its existence as described in its charter documents of record. CITY has corporate power to enter into and carry out this Agreement.

2.2 This Agreement has been duly executed and delivered by its Mayor and City Clerk and is duly authorized by its City Council.

AGREEMENT

3.1 CITY does hereby retain GCSI and GCSI does hereby agree to provide professional services for the purpose of aiding CITY in accomplishing its charter objectives, and GCSI agrees to the best of its ability to assist CITY in accomplishing such objectives.

3.2 It is understood and agreed that GCSI's operations hereunder are those of an independent contractor, and that GCSI has the authority to control and direct the performance of the details of the services to be rendered and performed. It is further agreed that GCSI's officers and employees are not employees of CITY and that GCSI is not, except as herein provided, subject to control by CITY.

3.3 GCSI will provide CITY with assistance in state-related matters, including legislation and administrative decisions affecting budgets, grants, business, environment, and health.

3.4 GCSI will provide periodic written reports at the request and direction of the City Manager.

COMPENSATION

4.1 For and in consideration for such services CITY agrees to pay GCSI and GCSI agrees to accept the sum of $2,850 on the first day of each month commencing July 1, 2016 for professional services.

COSTS AND EXPENSES

5.1 It is understood and agreed that the compensation recited in Paragraph 4.1 includes usual and ordinary costs and expenses. If it develops that GCSI shall be exposed to extraordinary costs and expenses, then in that event CITY shall assume and pay the same providing the nature and circumstances thereof are disclosed to and approved by CITY prior to the time the same are incurred.

TERM

6.1 The term of this Agreement shall be for a minimum of 36 months and continue thereafter on a month-to-month basis until written notice of termination has been served with ninety (90) days prior notice by either party hereto.

NON-ASSIGNABILITY

7.1 This Agreement shall be personal to the parties hereof and shall not be transferable or assignable by operation of law or otherwise.

GOVERNMENTAL CONSULTANT SERVICES, INCORPORATED

[redacted]

BY: [redacted]
Kirk Profit, Director

[redacted]

BY: [redacted]
Stephen E. Young, Director

CITY OF YPSILANTI, a Michigan
Municipal Corporation

_____ BY: _____

Amanda Edmonds, Mayor

_____ BY: _____

Frances McMullan, City Clerk

APPROVED AS TO FORM:

_____

JOHN M. BARR
Ypsilanti City Attorney

ADDENDUM TO AGREEMENT TO 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 "Ypsi" and or "CITY", and Governmental Consultant Services, Inc., of 120 North Washington Square, Suite 110, Lansing, Michigan 48933, 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.

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

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

4. 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.

5. This Agreement shall be governed by and construed n accordance with the laws of Michigan.

6. 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.

7. 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.

8. 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.

9. 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. 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 a 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 rating lower than B+:XI will be acceptable only upon written consent of the Owner.

d. 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 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	X	NO _____	1)	Comprehensive General Liability
YES	X	NO _____	2)	Automotive Liability

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

(1) Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of $100,000 each accident.

(2) General Liability insurance with a minimum limit of liability per occurrence of $500,000 Combined Single Limit (Bodily Injury/Property Damage).

(3) Automobile Liability insurance with minimum limits of liability, per occurrence, of $500,000 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) Hired automobiles
(b) Non-owned automobiles

a. 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.

b. 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.

c. If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, of 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.

9. Conflict of Interest. The CONTRACTOR covenants that neither said corporation not any officer, agent or employee of the corporation 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.

10. 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.

11. Equal Opportunity. The CONTRACTOR has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 538, Affirmative Action.

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

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

14. Davis-Bacon Act. Pursuant to the Davis-Bacon Act, Title 40, UCS Section 276A-276A-5 the rates of wages paid to employees of the CONTRACTOR on any

covered work shall be the prevailing wages for this locality to all class of workers employed by the CONTRACTOR on the covered work.

15. Living Wage.

A.

(1) Living Wages be paid according to the Ypsilanti Living Wage Ordinance NO. 892 (The Ordinance), and
(2) Suitable notices be posted in the work place; and
(3) Evidence of compliance including payroll records be provided to the Ypsilanti Personnel Department within 10 days or written request from the Ypsilanti Personnel Department.

A. 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.

B. 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.

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

9. This Contract 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 _____, 2016.

In the presence of:

[redacted]

[redacted]

Governmental Consultant Services, Inc.

[redacted]

BY: Stephen E. Young, Director

[redacted]

BY: Kirk Profit, Director

CITY OF YPSILANTI, a Michigan Municipal Home-rule City

_____

BY:_____
Amanda Edmonds, Mayor

_____

BY: _____
Frances McMullan, City Clerk

APPROVED AS TO FORM:

_____
JOHN M. BARR P-10475
Ypsilanti City Attorney

Resolution No. 2016 – 137
June 21, 2016

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:

NAME	**BOARD**	**TERM EXPIRATION**
Michael Vincent (reappointment) 1923 Collegewood Ypsilanti, MI 48197	Fire Civil Service	1/10/2020
Martha Cleary (replacing Cisco Garcia) 103 S. Huron Ypsilanti, MI 48197	YDDA (Resident)	7/7/2019
Diana Wong (new appointment) 13 N. Washington Ypsilanti, MI 48197	YDDA	7/7/2019
Jared Talaga (replacing Rod Johnson as Planning Commission Representative) 329 Worden Ypsilanti, MI 48197	ZBA	5/1/2019

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Citizen Advisory Boards and Commissions Participation Resume

The people of Ypsilanti are involved in their City government and are an important part of the community's achievements. Individuals interested in receiving more information in regards to serving on an advisory board or commission are invited to contact the City Clerk's Office at 734-483-1100. Alternatively, citizens who would like to participate can submit their information in the form below.

Name	Diana J. Wong
Email Address	[redacted]
Address	13 N. Washington St.
City	Ypsilanti
State	MI
Zip Code	48197
Phone Number	[redacted]
Fax Number	[redacted]
Number of Years in the Community	14 years
Ward You Live In	Ann Arbor
Education	PhD in Strategic Management, UMassachusetts-Amherst; MBA DalhousieU Halifax, NS; Grad Cert UOslo, NORWAY, BHEc, UBritish Columbia, Vancouver BC
Occupation	Associate Professor in Strategy, Entrepreneurship, and Organization Development
Employer	Eastern Michigan University
I would like to be considered and could devote sufficient time to serve on the following board or commission:	Ypsilanti Downtown Development Authority
Why are you interested in	I want to support the economic development of our Ypsilanti

serving on these boards/commissions?	community in order to generate opportunities for our students to have local career opportunities to their family. My experiences over the last 14 years at EMU and at SPARK East as an entrepreneur incubator tenant enable me to have a deeper understanding about the resources, talents, strengths, and challenges. By volunteering as an executive management coach at SOS Community Services for 6-7 years and serving on multiple boards, I learned that I can support our community by building talent, organizational, and systems capacities to achieve goals. When I created the MI Shifting Gears program during the Great Recession, I was able to bring high level professional talent to learn and discover the local resources and opportunities of our community. The Ypsilanti DDA provides another opportunity for me to service and contribute to our local community where we are investing in building a professional co-working space to support both talent and businesses.
Work/volunteer experience related to the board or commission:	Current: Board Chair, Appropriate Technology Collaborative, Artrain, and Navarasa Dance Theatre Vice-Chair, MI Children (state wide policy advocacy organization for Michigan's children) Member of Ann Arbor-Ypsilanti Chamber of Commerce Champion Sponsor for Neighborhood Theatre Group (Kristin Danko) Previous: President of Association for Talent Development (formerly American Society for Training and Development), 2005-2006 Volunteer Executive Coach and Strategy Consultant, SOS Community Services
I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.	Yes
I hereby certify that all of the information above is true.	Yes

Frances McMullan

From: Amanda Edmonds <amandaforypsi@gmail.com>
Sent: Tuesday, May 24, 2016 9:04 AM
To: Frances McMullan; Andrew Hellenga
Subject: Fwd: City of Ypsilanti Boards and Commissions Citizen Participation Resume

I've met with Martha and she's attended a DDA board meeting, and I'd like to move forward in recommending her for appointment in the resident seat to the DDA, that will soon be vacated because the current resident (Cisco Garcia) is preparing to move out of the district. She's both a DDA resident and business owner-- which is a double plus!

---------- Forwarded message ----------
From: **Frances McMullan** <fmcmullan@cityofypsilanti.com>
Date: Sun, Nov 1, 2015 at 1:12 PM
Subject: Fwd: City of Ypsilanti Boards and Commissions Citizen Participation Resume
To: Amanda Edmonds <mayor@cityofypsilanti.com>, Amanda Edmonds <amandaforypsi@gmail.com>

Frances M. McMullan, CMC, CMMC
City Clerk/Deputy Treasurer
City of Ypsilanti
1 S. Huron St.
Ypsilanti, MI 48197
fmcmullan@cityofypsilanti.com<mailto:fmcmullan@cityofypsilanti.com>
Cell: 734-660-4747

Begin forwarded message:

From: <support@cityofypsilanti.com<mailto:support@cityofypsilanti.com>>
Date: November 1, 2015 at 11:00:21 AM EST
To: <fmcmullan@cityofypsilanti.com<mailto:fmcmullan@cityofypsilanti.com>>
Subject: City of Ypsilanti Boards and Commissions Citizen Participation Resume

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

Name:
Martha

last name:
Cleary

Address:
103 South Huron Street

address2:

city:
Ypsilanti

state:
MI

zip:
48197

Years in Community:
1.5

Ward:

Phone:
515-450-1106

Email:
marthacleary207@gmail.com<mailto:marthacleary207@gmail.com>

Education:
MS Special Education, BA Political Science

Occupation:
Innkeeper

Employer:
Parish House Inn

BOARDOFINTEREST:
Planning Commission

Interest:
I live in the downtown area and I want to be involved in ypsilanti's future progress

Applicatory Experience:
I am on the non-motorized advisory committee. I have been involved as a board member for some of my children's sports teams (stare of Maine).

Attendance Requirement:
Yes

Signature:
Yes

PLANNING COMMISSION
MEETING MINUTES
April 20, 2016
CITY COUNCIL CHAMBER
7:00 P.M.

I. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

II. ROLL CALL

Present: R. Johnson, A. Bedogne, B. Mason, L. MacGregor, P. Hollifield, J. Talaga, H. Jugenitz, M. Dunwoodie

Absent: C. Zuellig

Staff: Bonnie Wessler, City Planner
Nan Schuette, Executive Secretary
Cynthia Kochanek, Associate Planner

Chairman Johnson welcomed our new Planning Commission member, Matt Dunwoodie.

III. APPROVAL OF MINUTES

Commissioner Jugenitz moved to approve the minutes of March 16, 2016, (Support: A. Bedogne) with recommended corrections on Page 4, first paragraph by Commissioner MacGregor and fourth paragraph by Commissioner Bedogne and the motion carried unanimously.

IV. AUDIENCE PARTICIPATION

None

V. PRESENTATION AND PUBLIC HEARING ITEMS

1. Special Use Permit and Site Plan Review – 436 Orchard

Staff report was presented by Associate Planner, C. Kochanek, who stated that this was a request for a Special Use and Site Plan Review for a group day care.

Ms. Kochanek stated that the applicant is currently licensed with the State of Michigan as a child care home with a capacity of six children, Zoned R-1, Single-Family Residential, which is permitted as an accessory use. The applicant is seeking approval for an increase in the use to utilize the home as a group day care for up to 12 children, which is allowed in R-1, Single-Family Residential only after approval as a special land use. A more intense use of a child care center is not allowed in R-1. Child care centers, child drop-off centers and group day care homes are regulated under Sec 122-779 and special land use is regulated under Article V of the zoning code.

Ms. Kochanek reviewed the standards and added that there were no concerns that the applicant was not in compliance with the standards. Ms. Kersey stated that the hours involved would be from 7:00 a.m. 7:00 p.m. with occasional late hours of 12 pm but there will definitely not be any overnight stays. Ms. Kersey added that she is also a bus driver and is up at 5:00 a.m. for that job but has a helper who comes first thing in the morning.

Ms. Kersey referred to the fencing and showed a photo from her phone to the board of the fencing which has been fixed at the north end as requested. She also showed a photo of lighting that was installed, which is also in compliance with city standards. She did state that a neighbor at the back had floodlights on his home to prevent any thefts on his property. Chairman Johnson asked that both of the photos indicating the fencing and lights be forwarded to the city planner. Commissioner Jugenitz asked about obstruction of traffic. Ms. Kersey responded that she has room for four cars in her driveway and that parents arrive at different times, which does not involve a lot of traffic concerns.

Staff recommends approval of this application with findings and conditions as stated in the staff report dated April 8, 2016.

Commissioner Hollifield moved to close the public portion of the hearing (Support: A. Bedogne) and the motion carried unanimously.

Commissioner Jugenitz moved to recommend that the Planning Commission approve the Special Use Permit for 436 Orchard Daycare with the following findings and conditions:

<u>Findings:</u>
1. The application substantially complies with Sec 122-127.

<u>Conditions</u>:
1. Special Use approval shall be subject to approval of site plan

The motion was supported by Commissioner MacGregor. A roll call vote was taken and carried unanimously.

Commissioner Bedogne moved that the Planning Commission approve the Site Plan for daycare located at 436 Orchard with the following findings and conditions:

<u>Findings:</u>
1. The application substantially complies with Sec 122-127.

Conditions:

1. The applicant must obtain a license from the State of Michigan for the group child care home within six months of this approval otherwise the special land use will be revoked.
2. The applicant is to maintain the required outdoor recreation space of 600 square feet or more that is required by the State of Michigan for a group child care home.
3. The applicant needs to repair and secure the fencing on the north side of the lot.
4. At least one off-street parking space for each care giver must be provided and drop-off sites must not obstruct the flow of traffic along the public roadway.
5. All lighting is to be full cut-off.
6. The existing landscaping is to be maintained by owner.

The motion was supported by Commissioner Mason. A roll call vote was taken and carried unanimously.

2. Special Use Permit and Site Plan Review – 734 N. River

Staff report was presented by Associate Planner, C. Kochanek, who stated this is a special use approval for multiple family dwelling, 4 units. Ms. Kochanek stated that this structure is approximately 2,500 sq. ft. with a 484 sq. ft garage to the east, behind the structure. Parking for the structure is in the garage (2 spaces) and a gravel lot on the north side of the house. The entrance to the house faces south. There is a substantial amount of land behind the home that is wooded. No variances or special use applications have been approved previously for this property.

The applicant is applying for special use approval to utilize the house as a multiple family dwelling with four units. No changes or alterations are planned for the structure or site. CN-Mid, Core Neighborhood Mid allows for multiple family dwellings with a maximum of four units after approval as a special land use. Ms. Kochanek reviewed the special use criteria and review and does not foresee any problems with this application and recommends staff approval.

Commissioner Hollifield moved to open the public portion of the hearing (Supported: A. Bedogne) and the motion carried unanimously.

Yana Mucklebauer, 734 N. River – is the owner of the property– stated that parking is not a problem because the current tenants do not require that many spaces. The 4th unit in the basement doesn't need a separate entry because it was originally part of the first floor apartment but they are now separating them for ease of use. Building Department did not certify the rental because of the 4th apartment; therefore that triggered the need for the special use. She maintained she had a certificate of occupancy, however, Building Department records did not indicate such.

Rex Ritchie – Best Peak Properties, management firm for this property- They were expected to get a certificate of occupancy but this could not be done without permission to have four apartments from the Planning Commission. It is already set up for four apartments and has egress. He added that twelve parking spots were available; however, only seven are required. He agreed that the owner had met all demands required by the Building Department.

Commissioner Jugenitz moved to close the public portion of the hearing (Support: B. Mason) and the motion carried unanimously.

After some questions by the board members, Commissioner Bedogne moved to approve the Site Plan for the 734 N. River Apartments with the following findings and conditions:

Findings:

1. The applicant is substantially in compliance with Sec 122-165(b).

Conditions:

1. That the applicant works with staff to ensure that all provisions of the Michigan Barrier Free Design Law are met.
2. The applicant is to plant one additional shrub between the two that exist to the west of the gravel parking area for screening of the parking area from the ROW.
3. Applicant is to install two bicycle spaces or indicate on the sketch plan if these spaces already exist for staff approval.
4. That any lighting on site is to be full cut-off.
5. That the applicant provides a trash storage location on a sketch plan for staff approval. The trash storage needs to be located in the rear yard or arranged to minimize its visibility from adjacent streets.
6. The applicant is to maintain all existing landscaping.
7. The applicant will resubmit a parking plan for staff review showing the revised parking space estimates.
8. The applicant will submit an approved floor plan with the application.

The motion was supported by Commissioner MacGregor. A roll call vote was taken and carried unanimously.

3. Special Use Permit and Site Plan Review – 298 Jarvis

Associate Planner, C. Kochanek, presented her staff report stating that this is a site plan and special use approval for vehicle storage facility at 298 Jarvis. The applicant is applying for these approvals for vehicle storage. The applicant has proposed a 213,651 sq. ft. structure for the storage of fire engines. Plans indicate ten parking spots, including one handicap accessible parking spot. The facility will not generally be open to the public.

Five existing parcels will be combined and then the 2.44 acre parcel shown indicated on the plans will be split off. All of the 2.44 acres is vacant and includes frontage on Jarvis St and N. Huron St. A rezoning to R-4, multiple family high density residential was approved for 298 Jarvis in 1970 and in 1987 the property was rezoned to M-1, light manufacturing district.

Ms. Kochanek reviewed the special use criteria noting various items that would need to be addressed.

Commissioner Dunwoodie had questions on the lighting, which the architect addressed. Chairman Johnson asked about the note regarding the possibility of moving the building closer

to Huron and it was staff's opinion that there could be issues with that. Ms. Wessler stated the issue was the closeness of the driveway to the corner between Huron and Jarvis but it could be done.

Commissioner Jugenitz moved to open the public portion of the hearing (Support: A. Bedogne) and the motion carried unanimously.

Scott Bowers, Bowers & Associates Architects, 2400 S. Huron Parkway, Ann Arbor – was in attendance to represent the applicant. He noted that they store all their fire trucks in the warehouses adjacent to this location. The property is approximately 12 acres total currently. He revealed a drawing noting that in the future the site would include a large scale student housing to the north in addition to the new building for fire truck storage, adding that this is a $40M investment in the overall site, and that the fire engine storage is the first piece of that development. Regarding the driveway layout and length, one antique vehicle is over 70'. They can't make the turn if they don't keep the driveway longer. He also stated that although the plan is to develop the north end of the site with student housing, while sharing the acreage, the two projects are really separate entities only sharing the same civil engineers. Commissioner Johnson asked about the form based code, which Ms. Wessler explained in detail.

Chairman Johnson asked if the applicants were OK with the conditions as laid out and Mr. Bowers agreed that they have no problems adhering to the conditions.

Saul Castell, 300 Jarvis – the area is a student area– he had questions for Mr. Bowers regarding the green area, fence and the distance of the building from the fence, which Mr. Bowers addressed. The building at its peak will be 36'. Mr. Castell also had other concerns which did not pertain to this request but were more to do with complaints he had for city council, trash, high taxes, etc.

Richard Murphy, 406 Florence – stated that he was a former Planning Commissioner and had submitted a letter to the City Planner detailing his opposition to this request and his reasons for same. It is his opinion that the intensity of the site is not appropriate – ok for Industrial Park but not at this location since it is at the edge of a neighborhood and does not promote sustainability of the city – could be fine for a warehouse. He feels we should wait until we have the plans for the entire development to be able to weigh in on the benefits and also feels that the site could be designed more efficiently. He asked if any other sites had been available, to which Mr. Bowers responded that they had been unable to find any other site that would accommodate the size of the fire trucks, and besides the fact that this location was perfect because of the proximity to the fire house museum. He encouraged the board not to approve this request at this time. Look for more appropriate sites.

Chairman Johnson asked about the B2B trail and Mr. Murphy gave his opinion on this especially since he is a bike commuter.

Jamie Ramsay, 302 Jarvis – regarding the Jarvis site, wants green space to be kept – she is concerned about lighting since it sounds like it will be very intense and would like it turned off all night.

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Ms. Sarah Adcock, 630 N Adams- She stated she was concerned about the driveway location since the road conditions there are already difficult. She is also concerned about the location of the building to the current properties. She feels that more walkable space is required in the area.

Commissioner Hollifield moved to close the public portion of the hearing (Support: H. Jugenitz) and the motion carried unanimously.

A number of comments were raised by the board members. Chairman Johnson is concerned if the other part of the plan (student housing) doesn't go thru, what would happen. Mr. Bowers added that he is confident it will. They have had huge interest and have a contract right now but they can't do anything until they build the new building on the corner for the fire truck storage. The fire trucks are currently stored in the structures that will need to be torn down to accommodate the student housing project.

Commissioner Bedogne asked if they were amenable to a 10' path for the B2B Trail, to which Mr. Bowers had no complaints. Commissioner Bedogne inquired if they would build out the entire B2B trail all the way to the north end of the property to which Mr. Bowers stated that they would not want to build that yet as they would need to tear it out during construction for the northern portion of the site. Mr. Bowers stated they plan to continue the B2B trail on the northern portion eventually. Commissioner Bedogne stated that that is even more reason that he would like to wait until they can see the proposal for the entire site.

Chairman Johnson has no problem with the layout and use of the property. That he suspects that it might be pretty difficult to locate an existing structure that will accommodate this use. He states that as a stand-alone use this is better than what has been there previously.

Commissioner Bedogne does not like the use, would prefer more of a mix and will not support this request. It is his opinion that their need to move should not be our reason to approve and feels they need to come up with a better plan. He is not interested in approving the whole special use if we don't know for sure that the apartments will come to fruition and would prefer to approve the whole thing as a package.

Commissioner Jugenitz had a number of concerns.

1. Would like to see the big picture and how it will all fit in with our Master Plan. She thinks it could have a better public use.
2. Procedural – contingent on something we are not sure will materialize.
3. Plan for historic unit – lacks integrated feel

Chairman Johnson added that it is important to consider if trucks don't go there, where would they go? There doesn't seem to be another location that could accommodate trucks of this size and within a close distance of the fire museum for easy transport. He asked how many engines it would hold and Mr. Bowers responded they are looking at 16 trucks to be located in the structure.

Commissioner Hollifield stated that this does make sense to him – while it's not perfect it is better than what we have now. He states that the planning commission would be supporting

this project on faith that they will do what they say they are going to do. The B2B trail would be done eventually. He feels the board should be more progressive and he will support this.

Commissioner Mason not sure about having faith it will happen – doesn't have enough guarantee for the board to make a decision on supporting this request. But as a student, she supports additional student housing.

Commissioner MacGregor moved that the Planning Commission approve the Special Use Permit for the Fire Engine Storage at 298 Jarvis with the following findings and conditions:

Findings: The application is substantially in compliance with Sec 122-165(b).

Conditions:

1. Special Use approval shall be subject to approval of site plan and the times of operation, loading and unloading of trucks are kept to reasonable business hours.

The motion was supported by Commissioner Hollifield. A roll call vote was taken with vote of 3:5. Commissioners Bedogne, Dunwoodie, Jugenitz, Mason and Talaga were opposed. The motion failed.

VI. NEW BUSINESS

None

VI. OLD BUSINESS

1. Zoning Ordinance Updates

Ms. Wessler asked board members to assist her in reviewing the zoning ordinance for corrections by volunteering to take various chapters.

Commissioner Jugenitz agreed to take "specific uses"
Commissioner Talaga agreed to take "parking"
Commissioner Bedogne agreed to take "accessory structures"
Commissioner Mason agreed to look over "procedure to ensure it makes sense to applicants"
Commissioner Dunwoodie agreed to "Site Regular, Parking/Circulation and Physical Built"
Commissioner MacGregor agreed to take "signs"

Ms. Wessler added that she would like to schedule meetings with all of the above in the next two weeks.

VII. FUTURE BUSINESS DISCUSSION/UPDATES

Ms. Wessler noted that since Chairperson Johnson will be retiring, and he has been our planning representative on the Zoning Board of Appeals that we would need someone to take his place. Commissioner Talaga volunteered. Commissioner Jugenitz moved to recommend nomination of Commissioner Talaga to the Mayor to fill the seat on the Zoning Board of Appeals beginning May 1, 2016 and the motion was supported by Commissioner MacGregor and carried

unanimously. Secretary Nan Schuette will inform Mayor Edmonds of the recommendation by the Planning Commission.

Chairman Johnson gave his farewell comments to the board – thanking everyone for their support over the years. Reminded board members that there will be a gathering at the Bona Sera the following Wednesday.

VIII. COMMITTEE REPORTS

1. Non-Motorized Advisory Committee: 4/7/2016 Minutes

IX ADJOURNMENT

Since there was no further business, Commissioner Bedogne moved to adjourn the meeting (Support: H. Jugenitz). The meeting adjourned at 9:18 pm

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Jennifer A. Healy~ Legal Assistant

MEMORANDUM

To: **Hon. Mayor and City Clerk**
From: **John M. Barr, Ypsilanti City Attorney**
Date: **June 14, 2016**
Re: **Park Street and Grove Street railroad closure contracts with MDOT**

Pursuant to the request of the City Manager I have reviewed the proposed contracts, MDOT 2016-0342 and 0343 for the closure of the railroad grade crossing at Park and Grove Streets. The contracts are identical, except for the locations of the closures. The contracts provide that MDOT will pay the city the sum of $187,500 for each closure, $10,000 down and the balance of $177,500 upon completion.

The contracts are a "standard" MDOT form and are approved as to legal form.

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William F. Anhut ~ Of Counsel – Retired
Jennifer A. Healy ~ Legal Assistant

REQUEST FOR LEGISLATION

DATE: June 14, 2016

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: MDOT contracts for incentive payment for RR grade crossing closure

SUMMARY/BACKGROUND

City Council approved closing the railroad grade crossings at Park and Grove Streets by Resolution No. 2016-105 on May 17, 2016, contingent on the execution of a contract for funding from MDOT.

MDOT has provided the required contracts for MDOT funding. MDOT will pay the city $187,500 for each closure, $10,000 down and the balance of $177,500 for each closure after the closure work is completed.

There is one contract for each closure: Grove Street, MDOT contract # 2016-0342 and Park Street MDOT contract 2016-0343.

MDOT is requesting Council resolution to approve the contracts.

RECOMMENDED ACTION: Approve the contracts and approve the attached resolutions.

DATE RECEIVED:_____ AGENDA ITEM NO. Resolution Nos. 2016-138 and 2016- 139

CITY MANAGER COMMENTS: _____

FOR AGENDA OF:_____ FINANCE DIR. APPROVAL: _____

COUNCIL ACTION TAKEN: _____

Resolution No. 2016-138
June 21, 2016

RESOLUTION TO APPROVE CONTRACT WITH MICHIGAN DEPARTMENT OF TRANSPORTAION FOR THE CLOSURE OF THE GRADE CROSSING AT PARK STREET AND THE PAYMENT OF $187,500 FROM MDOT TO THE CITY

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

Whereas City Council approved Resolution 2016-105 on May 17, 2016 to close the railroad grade crossing at Park Street; and,

Whereas MDOT has agreed to pay the city $187,500 for the closure, $10,000 down and $177,500 when the grade crossing closure is complete; and,

Whereas City Council finds that it is in the best interest of the public to enter into the contact, MDOT contract No. 2016-343, attached hereto;

NOW THEREFORE, Ypsilanti City Council does approve said MDOT contract No. 2016-343 for the closure of the Park Street railroad grade crossing and the payment to the city of $187,500 by MDOT; and

Ypsilanti City Council DOES HEREBY AUTHORIZE Amanda Edmonds, Mayor and Frances McMullan, City Clerk to sign said contract for and on behalf of the city, subject to the approval of the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

CONTRACT NO. 2016-0343
JOB NO. 131258A
CONTROL SECTION: 81080
AGENDA: MA

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF YPSILANTI

CONTRACT

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and the City of Ypsilanti, of One South Huron Street, Ypsilanti, Michigan 48197, hereinafter referred to as the "REQUESTING PARTY."

WITNESSETH:

WHEREAS, the REQUESTING PARTY has passed a resolution to close Park Street at the Amtrak and Norfolk Southern railroad crossing, identified as National Inventory Number 545-204-T, DEPARTMENT File Number 05087; and

WHEREAS, in view of the safety benefits of closing railroad crossings, this action makes the REQUESTING PARTY eligible for an incentive payment under Michigan law, MCL 247.661, hereinafter referred to as the "STATE INCENTIVE PAYMENT"; and

WHEREAS, the REQUESTING PARTY is willing to undertake the work to physically close the road at the crossing, such work to be herein referred to as the "CLOSURE WORK," in exchange for the STATE INCENTIVE PAYMENT; and

WHEREAS, funds have been identified and approved to provide the STATE INCENTIVE PAYMENT;

NOW, THEREFORE, the parties agree as follows:

1. Using criteria developed by the DEPARTMENT to evaluate closure values, the DEPARTMENT has determined that the REQUESTING PARTY is eligible to receive a STATE INCENTIVE PAYMENT of One Hundred Eighty Seven Thousand Five Hundred Dollars ($187,500.00) for closing this crossing.

2. The REQUESTING PARTY will perform or cause to be performed the CLOSURE WORK with no additional reimbursement from the DEPARTMENT.

3. Immediately upon award of this Contract, the DEPARTMENT will provide Ten Thousand Dollars ($10,000.00) of the STATE INCENTIVE PAYMENT to the REQUESTING PARTY.

4. The DEPARTMENT will release the remaining One Hundred Seventy-Seven Thousand Five Hundred Dollars ($177,500.00) of the STATE INCENTIVE PAYMENT in a lump sum payment upon receipt of confirmation from the REQUESTING PARTY that the CLOSURE WORK has been completed and after that completion has been verified through a final inspection by the DEPARTMENT.

5. All CLOSURE WORK will be completed within one year of the date of award of this Contract. If the CLOSURE WORK is not completed within one year of the date of award of this Contract, the REQUESTING PARTY will forfeit its rights to the STATE INCENTIVE PAYMENT and must return the initial Ten Thousand Dollars ($10,000.00) it received within sixty (60) days following the end of this one-year period. If the REQUESTING PARTY fails to fully repay these monies within the time period allowed, the REQUESTING PARTY agrees that the DEPARTMENT will deduct the Ten Thousand Dollars ($10,000.00) from any DEPARTMENT funds then or thereafter payable to the REQUESTING PARTY for any project or agreement.

6. DEPARTMENT funds in this Contract made available through Legislative appropriations are based on projected revenue estimates. The DEPARTMENT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

7. Any approvals, acceptances, reviews, and inspections of any nature by the DEPARTMENT will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the services under this Contract.

   Any such approvals, acceptances, reviews, and inspections by the DEPARTMENT will not relieve the REQUESTING PARTY of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by the DEPARTMENT to be construed as a warranty as to the propriety of the REQUESTING PARTY's performance but are undertaken for the sole use and information of the DEPARTMENT.

8. The REQUESTING PARTY will comply with and will use the STATE INCENTIVE PAYMENT in accordance with the provisions of MCL 247.661.

9. The REQUESTING PARTY will

a. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenditures made using monies obtained through this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all expenditures made using monies obtained through this Contract.

b. Maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the REQUESTING PARTY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

c. Allow the DEPARTMENT or its representative to inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

d. If any part of the work is subcontracted, the REQUESTING PARTY will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

10. In the event that an audit performed by or on behalf of the DEPARTMENT questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY will (a) respond in writing to the responsible Bureau of the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that any monies were not expended in accordance with MCL 247.661, the REQUESTING PARTY will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this Contract or any other agreement or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

11. With regard to nondiscrimination requirements,

    a. In connection with the performance of this Contract, the REQUESTING PARTY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

    b. During its performance of this Contract, the REQUESTING PARTY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

12. Each party to this Contract will seek its own legal representation and bear its own costs, including judgments, in any litigation that may arise from the performance of this Contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

13. Either party may terminate this Contract for any reason upon thirty (30) days written notice to the other party. If the REQUESTING PARTY terminates this Contract after receiving any portion of the STATE INCENTIVE PAYMENT and has not closed the crossing to vehicular traffic, it must return those monies to the DEPARTMENT within (sixty) 60 days following the termination date. If the REQUESTING PARTY fails to fully repay these monies within the time period allowed, the REQUESTING PARTY agrees that the DEPARTMENT will deduct the full amount from any DEPARTMENT funds then or thereafter payable to the REQUESTING PARTY for any project or agreement.

14. This Contract will be in effect from the date of award until the last obligation between the parties has been fulfilled.

15. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the REQUESTING PARTY and the DEPARTMENT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the REQUESTING PARTY, a certified copy of which resolution will be sent to the DEPARTMENT with this Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

CITY OF YPSILANTI

Reviewed
W
Contract Adm

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

<u>Revised June 2011</u>

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

Resolution No. 2016-139
June 21, 2016

RESOLUTION TO APPROVE CONTRACT WITH MICHIGAN DEPARTMENT OF TRANSPORTAION FOR THE CLOSURE OF THE GRADE CROSSING AT GROVE STREET AND THE PAYMENT OF $187,500 FROM MDOT TO THE CITY

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

Whereas City Council approved Resolution 2016-105 on May 17, 2016 to close the railroad grade crossing at Grove Street; and,

Whereas MDOT has agreed to pay the city $187,500 for the closure, $10,000 down and $177,500 when the grade crossing closure is complete; and,

Whereas City Council finds that it is in the best interest of the public to enter into the contact, MDOT contract No. 2016-342, attached hereto;

NOW THEREFORE, Ypsilanti City Council does approve said MDOT contract No. 2016-342 for the closure of the Grove Street railroad grade crossing and the payment to the city of $187,500 by MDOT; and

DOES HEREBY AUTHORIZE Amanda Edmonds, Mayor and Frances McMullan, City Clerk to sign said contract for and on behalf of the city, subject to the approval of the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

June 9, 2016

Mr. Ralph Lange
City of Ypsilanti
One South Huron Street
Ypsilanti, Michigan 48197

Dear Mr. Lange:

RE: MDOT Contract 2016-0342

Enclosed are two originals and one copy (for your records) of the above described contract between City of Ypsilanti and the Michigan Department of Transportation (MDOT). If this contract meets with your approval, please complete the following items:

- Secure the necessary signature(s) on **BOTH** original contracts. **PLEASE PRINT NAME AND TITLE OF SIGNER(S)** in the space provided.

- Please **DO NOT DATE, UNSTAPLE, OR MAKE ANY MARKS** on the original contracts. An extra copy has been provided for you. We will date the contracts when they are awarded. A contract is not awarded unless it has been signed by both parties.

- Include a **CERTIFIED RESOLUTION or CONSULTANT DATA AND SIGNATURE SHEET** (MDOT form 5100J at http://mdotcf.state.mi.us/public/webforms/public/5100J.pdf). The resolution or MDOT Form 5100J should specifically name the officials who are authorized to sign the contracts and be included with your signed contract. If this is an amendment or revision or if you already have a blanket signature resolution/Consultant Data and Signature sheet (MDOT form 5100J) on file with us and there have been no changes, there is no need to include either document.

- Return **BOTH** original contracts to **MDOT- Mail Code B460, Attention: Brenda Allen, P.O. Box 30050, Lansing, Michigan 48909**. If returning via overnight delivery, please send to MDOT – Mail Code B460, Attention: Brenda Allen, 425 West Ottawa, Lansing, Michigan 48933. One original of the awarded contract will be forwarded to you.

Please contact your project manager if you have any questions. If your project manager is unavailable, feel free to contact me at (517) 373-0348 or Connie Hanrahan at (517) 335-2526.

Sincerely,

Kelly Villarreal

Kelly Villarreal
Contract Administrator
Economic Development, Budget and Contracts

KV/ba
Enclosure

CONTRACT NO. 2016-0342
JOB NO. 131257A
CONTROL SECTION: 81080
AGENDA: MA

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF YPSILANTI

CONTRACT

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and the City of Ypsilanti, of One South Huron Street, Ypsilanti, Michigan 48197, hereinafter referred to as the "REQUESTING PARTY."

WITNESSETH:

WHEREAS, the REQUESTING PARTY has passed a resolution to close Grove Street at the Amtrak and Norfolk Southern railroad crossing, identified as National Inventory Number 545-203-L, DEPARTMENT File Number 04985; and

WHEREAS, in view of the safety benefits of closing railroad crossings, this action makes the REQUESTING PARTY eligible for an incentive payment under Michigan law, MCL 247.661, hereinafter referred to as the "STATE INCENTIVE PAYMENT"; and

WHEREAS, the REQUESTING PARTY is willing to undertake the work to physically close the road at the crossing, such work to be herein referred to as the "CLOSURE WORK," in exchange for the STATE INCENTIVE PAYMENT; and

WHEREAS, funds have been identified and approved to provide the STATE INCENTIVE PAYMENT;

NOW, THEREFORE, the parties agree as follows:

1. Using criteria developed by the DEPARTMENT to evaluate closure values, the DEPARTMENT has determined that the REQUESTING PARTY is eligible to receive a STATE INCENTIVE PAYMENT of One Hundred Eighty Seven Thousand Five Hundred Dollars ($187,500.00) for closing this crossing.

2. The REQUESTING PARTY will perform or cause to be performed the CLOSURE WORK with no additional reimbursement from the DEPARTMENT.

3. Immediately upon award of this Contract, the DEPARTMENT will provide Ten Thousand Dollars ($10,000.00) of the STATE INCENTIVE PAYMENT to the REQUESTING PARTY.

4. The DEPARTMENT will release the remaining One Hundred Seventy-Seven Thousand Five Hundred Dollars ($177,500.00) of the STATE INCENTIVE PAYMENT in a lump sum payment upon receipt of confirmation from the REQUESTING PARTY that the CLOSURE WORK has been completed and after that completion has been verified through a final inspection by the DEPARTMENT.

5. All CLOSURE WORK will be completed within one year of the date of award of this Contract. If the CLOSURE WORK is not completed within one year of the date of award of this Contract, the REQUESTING PARTY will forfeit its rights to the STATE INCENTIVE PAYMENT and must return the initial Ten Thousand Dollars ($10,000.00) it received within sixty (60) days following the end of this one-year period. If the REQUESTING PARTY fails to fully repay these monies within the time period allowed, the REQUESTING PARTY agrees that the DEPARTMENT will deduct the Ten Thousand Dollars ($10,000.00) from any DEPARTMENT funds then or thereafter payable to the REQUESTING PARTY for any project or agreement.

6. DEPARTMENT funds in this Contract made available through Legislative appropriations are based on projected revenue estimates. The DEPARTMENT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

7. Any approvals, acceptances, reviews, and inspections of any nature by the DEPARTMENT will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the services under this Contract.

   Any such approvals, acceptances, reviews, and inspections by the DEPARTMENT will not relieve the REQUESTING PARTY of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by the DEPARTMENT to be construed as a warranty as to the propriety of the REQUESTING PARTY's performance but are undertaken for the sole use and information of the DEPARTMENT.

8. The REQUESTING PARTY will comply with and will use the STATE INCENTIVE PAYMENT in accordance with the provisions of MCL 247.661.

9. The REQUESTING PARTY will

a. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenditures made using monies obtained through this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all expenditures made using monies obtained through this Contract.

b. Maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the REQUESTING PARTY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

c. Allow the DEPARTMENT or its representative to inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

d. If any part of the work is subcontracted, the REQUESTING PARTY will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

10. In the event that an audit performed by or on behalf of the DEPARTMENT questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY will (a) respond in writing to the responsible Bureau of the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that any monies were not expended in accordance with MCL 247.661, the REQUESTING PARTY will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this Contract or any other agreement or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

11. With regard to nondiscrimination requirements,

    a. In connection with the performance of this Contract, the REQUESTING PARTY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

    b. During its performance of this Contract, the REQUESTING PARTY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

12. Each party to this Contract will seek its own legal representation and bear its own costs, including judgments, in any litigation that may arise from the performance of this Contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

13. Either party may terminate this Contract for any reason upon thirty (30) days written notice to the other party. If the REQUESTING PARTY terminates this Contract after receiving any portion of the STATE INCENTIVE PAYMENT and has not closed the crossing to vehicular traffic, it must return those monies to the DEPARTMENT within (sixty) 60 days following the termination date. If the REQUESTING PARTY fails to fully repay these monies within the time period allowed, the REQUESTING PARTY agrees that the DEPARTMENT will deduct the full amount from any DEPARTMENT funds then or thereafter payable to the REQUESTING PARTY for any project or agreement.

14. This Contract will be in effect from the date of award until the last obligation between the parties has been fulfilled.

15. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the REQUESTING PARTY and the DEPARTMENT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the REQUESTING PARTY, a certified copy of which resolution will be sent to the DEPARTMENT with this Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

CITY OF YPSILANTI

Reviewed
W
Contract Adm

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

<u>Revised June 2011</u>

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

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John M. Barr
Karl A. Barr
Daniel J. DuChene

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

REQUEST FOR LEGISLATION

DATE: June 14, 2016

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: MDOT contract for Transportation Alternatives Program (TAP) grant for Border to Border (BTB) Trail mid-block crossing

SUMMARY/BACKGROUND

The city has been working on the BTB trail project, including a pedestrian bridge over the Huron River and trail work along the river in the River's Edge Park (Water Street Development Project) area. Part of the plan is to include a mid-block crossing across Michigan avenue to allow trail users to cross Michigan Avenue from the new bridge to the trail in the River's Edge Park. This mid-block crossing will entail construction work, installation of the crossing controls and related work. The estimated cost of the work is $244,900. The TAP grant is in the amount of (up to) $196,000 to be paid by MDOT with federal TAP funds. The balance after the TAP grant is $48,000.

I have reviewed the MDOT TAP grant contract No. 16-5305, attached, and approve it as to form.

RECOMMENDED ACTION: Approve the MDOT TAP grant and contract and approve the attached resolution.

DATE RECEIVED:_____ AGENDA ITEM NO. Resolution No. 2016-140

CITY MANAGER COMMENTS: _____

FOR AGENDA OF:_____ FINANCE DIR. APPROVAL:_____

COUNCIL ACTION TAKEN:_____

Resolution No. 2016-140
June 21, 2016

RESOLUTION TO APPROVE MDOT CONTRACT NO. 16-5305 FOR TAP GRANT OF $196,000 FOR BORDER TO BORDER TRAIL MICHIGAN AVENUE MID-BLOCK CROSSING

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

Whereas, the city supports the Boarder to Boarder (B2B) Trail and has constructed parts of the trail in Riverside Park, including a pedestrian bridge over the Huron River to Michigan Avenue and parts of the trail in River's Edge Park (Water Street Development Project area) and the B2B Trail plans include a mid-block crossing from the pedestrian bridge across Michigan Avenue to the trail in River's Edge Park; and,

Whereas, the city desires to complete the project with the B2B Michigan Avenuje mid-block crossing; and,

Whereas, MDOT administers the federal Transportation Alternatives Program (TAP) grants and will contribute (up to) $196,000 toward the total project cost estimated at $244,900; and,

Whereas the city desires to accept the said grant to complete the mid-block crossing;

NOW THEREFORE, Ypsilanti City Council approves the MDOT contract # 16-5305, attached hereto, accepts the grant, and authorizes Amanda Edmonds, Mayor, and Frances McMullan, City Clerk, to sign the said contract for and on behalf of the City of Ypsilanti, subject to the approval of the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

TAP

DA

Control Section	TAU 81161
Job Number	126288A
Project	TAP 1681(028)
Federal Item No.	HK 1035
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	16-5305

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF YPSILANTI, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Ypsilanti, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 10, 2016, attached hereto and made a part hereof:

Non-motorized shared use path construction work, part of the Washtenaw County Border to Border (B2B) Trail, from Riverside Park to River's Edge Park; including mid-block pedestrian crossings at Michigan Avenue; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) $196,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PROJECT is calculated by using the federal funding for the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PROJECT is determined by the current funding authorization for the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.

were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs.. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available

It is expressly understood and agreed that the REQUESTING PARTY shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purpose of this contract it will be considered as a breach of this contract thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including but not by way of limitation, a judgment for money damages.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

May 10, 2016

EXHIBIT I

CONTROL SECTION	TAU 81161
JOB NUMBER	126288A
PROJECT	TAP 1681(028)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	$244,900

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$244,900
Less Federal Funds*	$196,000
BALANCE (REQUESTING PARTY'S SHARE)	$ 48,900

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

   a. Withholding payments to the contractor until the contractor complies; and/or

   b. Canceling, terminating, or suspending the contract, in whole or in part.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

To: Mayor Edmonds & City Council
From: Ericka Savage, Assistant to the City Manager
Date: June 21, 2016
RE: **FY 2016-2017 Fee Schedule Amendments**

Office of the City Manager

REQUEST FOR LEGISLATION
SUMMARY/BACKGROUND

Several years ago, City Council removed fees from the Municipal Code Ordinances and currently the policy is to adopt fees and penalties annually, by resolution. Fees are now compiled into one document, eliminating the cost of reprinting ordinances each year.

City staff has reviewed the fees and compiled the following amendments, which are highlighted in yellow in the attached spreadsheet.

1. Building Department – Inspection Fees
    a. Added a new fee for afterhours inspections

2. Clerk's Office – Entertainment & Misc Fees
    a. In April 2016, City Council amended the City ordinances to eliminate the permitting process for these fees; accordingly, they are being removed from the fee schedule.
3. Planning and Development – Zoning
    a. Ally Closure- Amended to correct fee amount; also separated the application fee from the escrow fee, since the escrow fee is refundable
    b. Alley/Street Vacation – Amended to correct the fee amount

4. Planning and Development – General and Administrative
    a. Amended the fee for Code Compliance letters from being based on the FOIA policy to $100 – the letter is actually prepared by staff and takes a lot of time to prepare.

5. Planning and Development – Historic Preservation
    a. Added a new fee for a work permit application – flat fee for paint only.

6. Facilities and Public Property
    a. Deleted language related to the Ypsilanti Freighthouse and the Farmer's Market - Under the newest Operation and Management Agreement between the City

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and Friends of the Freighthouse, the area where the Farmer's Market traditionally takes place has been removed. Therefore, the City must identify the area in the fee schedule and set a fee.

b. Added a new fee for the Freighthouse Plaza – the fee was set to be comparable to renting the gazebo.

7. Parks
    a. Added a new fee for the Frog Island Amphitheater – we receive several inquiries for the amphitheater only, and the capital park improvement fees and security deposit are based on renting the entire park for a public event. This fee would operate like a gazebo rental where the rental can be for a private event.
8. Animals
    a. In April 2016, City Council amended the City ordinances to eliminate the permitting process for these fees; accordingly, they are being removed from the fee schedule.
    b. Bee Permit Application – added to the fee schedule to be priced the same as chickens.

ATTACHMENTS: Resolution and Fee Schedule Amendments

RECOMMENDED ACTION: Approval

DATE RECEIVED:_____ AGENDA ITEM NO. Resolution No. 2016-141

CITY MANAGER COMMENTS: _____

FOR AGENDA OF: June 21, 2016 FINANCE DIR. APPROVAL: _____

COUNCIL ACTION TAKEN:_____

Resolution No: 2016 - 141

21-Jun-16

A RESOLUTION SETTING FEES

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the FY 16-17 fee schedule amendments, highlighted below, are adopted pursuant to the Ypsilanti City Code, and all other fees relating to various sections of the City Code and activities of the City are hereby established and shall remain the same as the previous fiscal year, and the various City Departments are authorized to charge and collect such fees effective immediately.

City of Ypsilanti Fee Schedule (PROPOSED FY 2016-2017 AMENDMENTS)

					CURRENT FEE	PROPOSED FEE
Dept./Div.	**Ordinance Sec. No.**	**Shortcut Code for Treasury**	**G/L ACCT #**	**Type of Fee**	**Fee ($)**	**Fee ($)**
Building	18-153		**Certificate of Compliance Inspection Fees (rental inspection/per apt./unit/or as noted)**			
				Multiple Family-3 or more dwelling units		
		100	101-4-3710-461-08	Initial certification inspection	50	
		100	101-4-3710-461-08	Re-certification inspection	42	
		100	101-4-3710-461-08	Re-inspection	40	
				Single Family and Duplex		
		100	101-4-3710-461-08	Initial certification inspection	75	
		100	101-4-3710-461-08	Re-certification inspection	65	
		100	101-4-3710-461-08	Re-inspection	55	
		100	101-4-3710-461-08	City scheduled inspection	42	
		100	101-4-3710-461-08	Search warrants obtained for inspection	65	
		100	101-4-3710-461-08	Rooming House - 1-3 sleeping rooms	55	
		100	101-4-3710-461-08	Rooming House - 4-7 sleeping rooms	100	
		100	101-4-3710-461-08	Rooming House - 8-11 sleeping rooms	160	
		100	101-4-3710-461-08	Rooming House - 12-15 sleeping rooms	210	
		100	101-4-3710-461-08	Rooming House - 16+ sleeping rooms	260	
		100	101-4-3710-461-08	Late cancellation or no-show inspection	55	
		100	101-4-3710-461-08	Commercial/residential certificate of occupancy	55	
		104	101-4-3710-461-00	After Hours Inspection (pre-approval required by inspector)		$30 per .5 hours
Clerk			**Entertainment & Misc. Fees**			
	~~10-47~~		~~101-4-2150-456-04~~	~~Amusement arcades: license application~~	~~165~~	
			~~101-4-2150-456-04~~	~~- transfer fee~~	~~30~~	
			~~101-4-2150-456-04~~	~~- multi-agents- each~~	~~30~~	
	~~10-51~~		~~101-4-2150-456-04~~	~~Fee per amusement machine~~	~~15~~	
	~~10-54~~		~~101-4-2150-456-04~~	~~License fee per device~~	~~15~~	
	~~10-72~~		~~101-4-2150-456-04~~	~~Application fee for amusement device license, application fee~~	~~25~~	
	~~10-75~~		~~101-4-2150-456-04~~	~~Application fee per machine~~	~~15~~	
			~~101-4-2150-456-04~~	~~Grant of license per machine~~	~~15~~	
	~~10-139~~		~~101-4-2150-456-04~~	~~Billiard room, pool hall, license fee~~	~~200~~	
			~~101-4-2150-456-04~~	~~per table~~	~~15~~	
	~~10-196~~		~~101-4-2150-456-04~~	~~Cabaret license fee, per year~~	~~80~~	
	22-76		101-4-2150-456-04	Bed and breakfast application fee	80	
	22-80		101-4-2150-456-04	Annual bed and breakfast, inn license fee	175	
	22-117		101-4-2150-456-04	Health club license application fee	80	

	22-121		101-4-2150-456-04	Annual health club fee	175	
	22-178		101-4-2150-456-00	Peddlers license application fee, investigation fee	100	
	82-47		101-4-2150-456-00	Secondhand dealer license application fee	100	
	82-49		101-4-2150-456-00	Issuance of annual 2nd hand dealer license	100	
	22-182		101-4-2150-456-00	House to house soliciting by established business, various fee (monthly	80	
			101-4-0000-694-01	Mayor Offciating Wedding Ceremony	25	
Planning and Development			**Zoning**			
		178	101-4-7210-607-01	Zoning Map amendment	1000	
	122-134	178	101-4-7210-607-01	Zoning Text amendment	1000	
		178	101-4-7210-607-01	Area Variance - SF Residential	200	
		178	101-4-7210-607-01	Area Variance - other use	450	
		178	101-4-7210-607-01	All variance types: each variance requested beyond first on same site/application.	450	
	122-134	120	101-283-00	Site Plan Review (*plus engineering review fees)	500+*	
		120	101-283-00	Site Plan review (additional revision review)	75	
		162	101-4-7210-676-05	Site inspections by P&D Dept. staff after first compliance inspection	25	
			101-4-7210-607-01	Alley ~~Vacation~~/Closure (Application + Construction Escrow)	~~2650~~	750 + 1000
			101-4-7210-607-01	Alley/Street Vacation	~~2500~~	1500
		162	101-4-7210-676-05	Pre-development meeting (related to site plan)	75	
	122-122	162	101-4-7210-676-05	Administrative fee for site work started without issuance of applicable permit	50	
	122-574	162	101-4-7210-607-01	PUD Application	1000	
		162		(*plus $5/1,000 sf of new or redeveloped non-residential or $5/unit of new or redeveloped residential construction and engineering review fees)(see note 1)		
		162	101-4-7210-607-01	PUD Application (Adaptive Re-Use) ~~and Historic only) new in 2012~~	550	
		162		Tax Abatement Application Fee Breakdown		
		162	101-4-3720-676-05	Creation of a District (public notice, preparation for City Council)	200	
		162	101-4-3720-676-05	Application Review and Recommendation	500	
		162	101-4-7210-676-05	Site inspections by P&D Dept. staff after first compliance inspection	25	
			101-4-7210-607-01	Lot split application	50	
			101-4-7210-607-01	Appeal of staff interpretation	250	
			101-4-7210-607-01	Specific interpretation	250	
			101-4-7210-607-01	Special Exception permit for fee in-lieu of providing off street parking (per space)	600	
	122-163		101-4-7210-607-01	Special Use permit	300	
	~~122-878~~ 122-	190	101-4-3710-461-05	Sign inspection fee, per sign	100	
		190	101-4-3710-461-05	Sidewalk Signs	25	
			101-4-7210-607-01	Modification of Standard Request	75	
	122-35(7)		101-4-7210-676-05	Temporary Use-Concession Sale Review	50	
	122-201		101-4-7210-676-05	Designation of Special Nonconforming Status	400	
	122-816		101-4-3720-607-06	Garden on vacant residential lot	25	
				Sketch Plan	100	
Planning and Development			**General & Administrative**			
			101-4-7210-676-05	Zoning Map Copies		
			101-4-7210-676-05	Zoning Map, per page	Actual cost; See FOIA Policy	
			101-4-7210-676-05	Zoning Map and Details	Actual cost; See FOIA Policy	
			101-4-7210-676-05	Zoning Map (specific section)	Actual cost; See FOIA Policy	
	1-15		101-4-7210-676-05	Zoning Ordinance Copy (250 pages)	Actual cost; See FOIA Policy	
			101-4-7210-676-05	Zoning Ordinance, per page first through fifth	Actual cost; See FOIA Policy	

			101-4-7210-676-05	Zoning Ordinance, per page, sixth thru twenty-fifth	Actual cost; See FOIA Policy	
			101-4-7210-676-05	Zoning Verification Letter	Actual cost; See FOIA Policy	
			101-4-7210-676-05	Code Compliance Letter	~~Actual cost; See FOIA Policy~~	100
			101-4-7210-676-05	Master Plan Copy	Actual cost; See FOIA Policy	
			101-4-7210-676-05	Non-Motorized Plan	Actual cost; See FOIA Policy	
Planning and Development			**Historic Preservation**			
	54-81	222	101-4-8030-477-00	Historic District work permit application fee, filing (plus $5 per $3000 of labor and material)'	30+*	
			101-4-8030-676-02	Administrative Fee for HDC work started without issuance of applicable permit	50	
			101-4-8030-676-02	Historic District Map	Actual cost; See FOIA Policy	
			101-4-8030-676-02	Historic District work permit application fee, flat fee for paint-only application		35
Facilities			**Facilities and Public Propery**			
	78-124	184	101-273-11	Fees for rental of Senior Citizens center, Parkridge Community Center and Rutherford Pool (Reservation Fees (per hour, non-refundable, due 60 days in advance)		
			101-273-11	Senior Center (2 hr min.)	55/hr	
			101-273-11	Parkridge Community Center (2 hr. min.)	30/hr	
			101-273-11	Damage deposit (refundable, due 14 days in advance)	200	
			101-4-4420-676-05	Freighthouse Plaza		100/first 2 hours, 25 each additional hour
			Fees for Rutherford Pool shall be determined by the Friends of Rutherford Pool based on cost of service, projected attendance and other cost factors. Fees shall be approved by the City Manager and posted in the Recreation Department office.			
			Senior Center, Parkridge and Pool renters shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement (employee costs shall be reimbursed at hourly rate +10% (non-profit events) or +15% (for-profit events)]			
			~~Fees for the Freighthouse and Farmers Market shall be determined by the Friends of the Ypsilanti Freighthouse based on the terms of the Operation and Management agreement.~~			
			Default: Any person in default for 30 days or more shall be ineligible for a park reservation, special event permit, noise permit, street closing permit or city facility rental for eighteen months			
Parks	78-125		**Park Reservation Fees**			
			101-4-4420-676-05	Gazebo Rental (Riverside Park)	100/ first 2 hours, 25 each additional hour	
			101-4-4420-676-05	Ampitheater Rental (Frog Island Park)		100/ first 2 hours, 25 each additional hour
			101-4-4420-676-05	Pavillion Rental (resident)	55/first 2 hours, 25 each additional hour	
			101-4-4420-676-05	Pavillion Rental (nonresident)	65/first 2 hours,	
			101-4-4420-676-05	Riverside Park Key (refundable deposit)	25	

			Security deposit for the Gazebo and Pavilions are merged into Class 1 and 2 application fees			
			Rental fees for Riverside and Frog Island park are merged into Class 3 and 4 permit application fees, and are subject to additional Capital Park Improvement and/or Administrative Fees for coordinating public park use, per day.			
			Special Event Applicant shall reimburse the City for actual costs of cleanup (including but not limited to Public Works employees) required if applicant fails to comply with cleanup agreement. [employee and equipment costs shall be reimbursed at hourly rate +10% (non-profit events) or +15% (for-profit events)]			
Animals			**Animals**			
	~~14-3~~	~~134~~	~~101-4-3110-607-09~~	~~Impoundment fees - reclaim fee~~	~~16~~	
	~~14-34~~	~~102~~	~~101-4-3720-461-06~~	~~Animal license, reapplication fee - human s.~~	~~11~~	
	~~14-53~~	~~102~~	~~101-4-3720-461-06~~	~~Various animal license fees - New Ordinances~~		
	~~14-54~~	~~102~~	~~101-4-3720-461-06~~	~~Animal license replacement fee~~		
	~~14-84~~	~~102~~	~~101-4-3720-461-06~~	~~Animal permit reapplication~~		
		~~102~~	~~101-4-3720-461-06~~	~~- If application made before March 1~~	~~12~~	
		~~102~~	~~101-4-3720-461-06~~	~~- Delinquent application~~	~~16~~	
		~~102~~	~~101-4-3720-461-06~~	~~- Application following July 10~~	~~6~~	
		~~102~~	~~101-4-3720-461-06~~	~~- Delinquent application following July 10~~	~~8~~	
	~~14-86~~	~~102~~	~~101-4-3720-461-06~~	~~Animal permit transfer~~	~~11~~	
	~~14-131~~	~~102~~	~~101-4-3720-461-06~~	~~Kennel license~~	~~78~~	
	14-13	102	101-4-3720-461-06	Chicken **or Bee** Permit Application	25	25
OFFERED BY:						
SUPPORTED BY:						

REQUEST FOR LEGISLATION
June 21, 2016

TO: Mayor and City Council

FROM: Ericka R. Savage, Assistant to the City Manager
Marilou Uy, Fiscal Services Director and Ralph A. Lange, City Manager.

SUBJECT: One Year Contract Extension for IT Services with Washtenaw County

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SUMMARY AND BACKGROUND:

Washtenaw County has been providing technical support services to the City under contract since September 19, 2006. The current contract was effective from December 16, 2012 to June 30, 2016.

During the past several months, staff has engaged in several actions related to IT Services:

- Retained James Carpp of Rehmann to assist us with refining our current services with the County, negotiating additional contractual clauses/SLAs if needed, and assessing the market for competitive pricing.
- Two meetings at City Hall and several email conversations with County IT to discuss contract extension and/or renewal.
- Rehmann assisted us with conducting an employee survey to gauge feedback from employees on their satisfaction with the County's services.
- Reviewed contract renewal prices with the County and user survey results.

Both parties have agreed that the best course of action is to extend the contract for another year, while the City prepares a RFP for IT Services. During this time, the City will continue to audit our services and determine the costs and feasibility associated with disentanglement.

The County is being very gracious in their offer to extend the City's contract for an additional year with no rate increases, indicating that other clients are paying the increased rates. However, both parties agreed that the City was not in a position to act swiftly on their renewal rates.

As noted in the 2012 RFL, there are many benefits of the City's partnership with the County. To name a few:

- City employees have access to the Washtenaw County help desk and a standardized support system.
- We continue having access to a high speed network connection, network redundancy, email archiving, threat stop internet security and shared data Center.

- City employees are eligible to attend technical training in various software applications as provided by the County to its employees.
- All City PCs are replaced and standardized and the County has provided the City with wireless internet access as well as accessing data through Citrix from anywhere.
- The County has assisted the City in making sure that software licensing is kept current including allowing the City to buy necessary licenses in collaboration with the County.
- The County and the City have combined licenses for the GIS application currently being used by both.
- The County maintains the voice mail messages for the Nortel Telephone System.

In short, disentanglement with the County would be a very complicated process that will involve careful, expert analysis. Our goal is to have an RFP process complete within the next six months, so that if decide to disentangle from the County we have another six months for implementation.

The pricing included in the contract extension is no change from the current rates in the FY 2015-2016 budget ($ 1,327 per PC) and will end on June 30, 2017.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution, Contract Amendment, Original Contract, Employee Survey Summary, Proposed Renewal Rates/Methodology.

CITY MANAGER APPROVAL:_____ Agenda Date: June 21, 2016

CITY MANAGER COMMENTS: _____

FINANCE DIRECTOR APPROVAL:_____

Resolution No. 2016-142
June 21, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti's current support services contract with Washtenaw County will expire on June 30, 2016; and

WHEREAS, the City of Ypsilanti and Washtenaw County are desirous to extend the current contract for a term of one year, to June 30, 2017, while both parties re-evaluate the contract; and

WHEREAS, the current contract pricing of $ 1,327 per PC was included in the City of Ypsilanti's 2016-2017 to be budget approved by City Council; and

WHEREAS, the contract extension drawn up between the City of Ypsilanti and Washtenaw County was approved by the Ypsilanti City Attorney as to form;

NOW, THEREFORE, BE IT RESOLVED, that the Ypsilanti City Council approves a one year extension to the City's IT Services contract with Washtenaw County for computer technology, network infrastructure and telephone support, and the Mayor and City Clerk are authorized to execute the agreement.

OFFERED BY:_____

SUPPORTED BY:_____

YES: NO: ABSENT: VOTE:

Resolution No. 2012-276
December 18, 2012

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti's current support services contract with Washtenaw County expired on September 20, 2012; and

WHEREAS, the City of Ypsilanti and Washtenaw County extended the contract to expire on December 15, 2012 while both parties re-evaluates the contract; and

WHEREAS, the contract pricing was included in the City of Ypsilanti's 2012-2013 budget approved by City Council; and

WHEREAS, the contract drawn up between the City of Ypsilanti and Washtenaw County was approved by the Ypsilanti City Attorney as to form; and

WHEREAS, the contract specifies that the cost for all contracted services rendered will not exceed $381,000 which will be paid over a three years and nine months period ending in June 30, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Ypsilanti approves the contract for computer technology and network infrastructure and telephone support services to Washtenaw County.

OFFERED BY: Council Member Robb

SUPPORTED BY: Council Member Jefferson

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

I do hereby certify that the above resolution is a true and correct copy of Resolution 2012-276 as passed by the Ypsilanti City Council, at their meeting held on December 18, 2012.

Frances McMullan

Frances McMullan, City Clerk

REQUEST FOR LEGISLATION
December 18, 2012

TO: Mayor and City Council

FROM: Marilou Uy, Fiscal Services Director and Ralph A. Lange, City Manager

SUBJECT: Computer and network infrastrastructure and Telephone Support Services Contract

---

SUMMARY AND BACKGROUND:

Washtenaw County has been providing technical support services to the City of Ypsilanti under contract since September 19, 2006. The benefits of this partnership have been many. To name a few: City employees have access to the Washtenaw County help desk and a standardized support system. We continue having access to a high speed network connection, network redundancy, email archiving, threat stop internet security and shared data Center. City employees are eligible to attend technical training in various software applications as provided by the County to its employees. All City PCs were replaced and standardized and the County has provided the City with wireless internet access as well as accessing data through Citrix from anywhere. The County has assisted the City in making sure that software licensing is kept current including allowing the City to buy necessary licenses in collaboration with the County. The County and the City has combined licenses for the GIS application currently being used by both. The County also assisted us implementing the document management system between the Clerk's office and the Finance Department digitizing their records. The County provided the necessary technical expertise for moving the telephone extensions from one office to another. The County maintains the voice mail messages for the Nortel Telephone System.

The County is a very important partner in the installation of the BS & A Software upgrade for the Assessing, Treasury and Building Departments. They provided the necessary technical expertise in speeding up the installation of the BS & A software upgrade.

The pricing included in the contract is consistent with the expense included in the City's five year Computer Equipment budget for fiscal year 2012-2013 presented to and approved by City Council in June 2012.

The contract that has been drawn up between the City and the County, which was approved as to form by the Ypsilanti City Attorney, states that services will be provided from December 16, 2012 to June 30, 2016. The benefits of such a long-term plan, in contrast to a shorter

contract, will allow for greater stability and security in the City's networks as well as allow time for additional collaboration to take place between the City and County.

It is therefore our recommendation that this contract be awarded to Washtenaw Country for three-year duration. Please feel free to contact us at (Marilou Uy) 734-483-1105 or by e-mail at muy@cityofypsilanti.com and (Ralph A. Lange) at 734-483-1555 or by email at rlange@cityofypsilanti.com with any questions.

RECOMMENDED ACTION: Approval of Washtenaw County computer network and telephone support contract.

ATTACHMENTS: Proposed Resolution, Contract, and computer support, telephone support, and computer replacements charges from September 21, 2012 to June 30, 2016.

CITY MANAGER APPROVAL:_____ Agenda Date: December 18, 2012

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL:_____

Benefits using Washtenaw County as IT provider

- City employees are eligible to attend technical training in various software applications as provided by the County to its employees.
- The City can have a loaner computer at no cost to the City.
- Washtenaw County assisted the City in evaluating contract and equipment needs for digitizing records.
- Washtenaw County assists/evaluates wireless internet connection, and equipment purchases.
- Washtenaw County assisted the City in evaluating telephone needs and contract with Paetec and Suntel, Inc.
- Washtenaw County assists the City in upgrade installations of various software.
- City gets computer replacement every four to five years at $101,600 average annual support and computer replacement costs.
- Past provider averaged annual cost at $134,230. Computers were replaced with different speed, model, and were configured differently. Computer maintenance was difficult and expensive. Computer replacements were "as needed."
- Past Provider had high employee turnover. Tech support that was sent spent more hours troubleshooting problems. Lots of call backs to re-repair same problem.
- Washtenaw County provides technical assistance during the business hours including emergency assistance for fire and police if needed.
- Washtenaw County maintains City records and recommends increasing server space if needed.
- Washtenaw County maintains the email server and web server.

Washtenaw County
Infrastructure Management/IT

110 North Fourth Avenue, P.O. Box 8645, Ann Arbor, MI 48107-8645

Telephone 734-222-6542 Fax 734-222-6573

CV 32591.2

September 18, 2012

City Of Ypsilanti
One South Huron Street
Ypsilanti, MI 48197

Dear Contractor:

Washtenaw County wishes to amend the contract with your agency. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return a copy of this letter. You will receive an executed letter upon its completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and the City of Ypsilanti, CV 32591 as follows:

> **Amend** ARTICLE IV – TERM to state the following:
> "This contract begins on September 20, 2012 and ends on December 15, 2012.

All other terms and conditions remain the same as in the original contract

ATTESTED TO:

By:_____
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY

By:_____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

By:_____
Andy Brush (DATE)
Information and Technology Manager

City of Ypsilanti

By:_____
Ralph Lange (DATE)
City Manager

APPROVED AS TO FORM BY

BY:_____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

Original: Clerk
City of Ypsilanti
cc: Administration
Purchasing

CONTRACT
City of Ypsilanti

AGREEMENT is made this _____ day of _____, 2012, by the City of Ypsilanti located at One South Huron Street, Ypsilanti, Michigan, 48197, and the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County").

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

ARTICLE I - SCOPE OF SERVICES

The COUNTY and the City of Ypsilanti are engaged in a strategic partnership in which the County will provide technical support, consultant services and network IT support services to the City of Ypsilanti. The goal of the project is to share resources in order to reduce costs and improve services both to internal and external customers of the City of Ypsilanti in the area of technology.

The following are deliverables and outcomes of the strategic partnership.

- General Technical Support
  The County will provide desktop technology and network infrastructure support.

  Washtenaw County will provide:

  1. Desktop and Computer Support-Safe and secure computing including operating system, productivity suite, virus protection and regular automated updates.
  2. Network Support-Appropriately configured and secured date connections between City buildings and to the County's network via a connection between the County's Eastern County Government Center and the Ypsilanti Police Department. LAN/WAN support including firewall upgrades and network maintenance.
  3. Data Center Support-Servers, data backup and restore.
  4. Email-Email addresses, spam filtering, desktop email software, web-based email.
  5. Email Archiving
     Archive email in conformity with County's email retention schedule.
  6. Help Desk Support
     Email, web or telephone support for all technology issues covered in this agreement.
  7. Microsoft Windows and Office licensing
     Licensing included for each computer covered in this agreement.
  8. Enterprise Content Management (ECM) Infrastructure – access to and use of the ECM infrastructure for storage of City documents.
  9. Application Support
     See asset list (attached for application support model).
  10. Telephone System Support
      Servicing of the City-owned Nortel phone system through the County's existing contract with Suntel Services Inc. Telecom Reconfiguration Costs (Moves, Adds, Changes).

  City of Ypsilanti Responsibilities:

  1. Fund replacement and upgrades of equipment on a scheduled basis as required by the County.
  2. Fund acquisition of new equipment.
  3. Make all technology purchases through County IT.

4. Use County Help Desk to make all requests for service including break-fix, new services, and new equipment. Helpdesk can be contacted at 734.222.3737 or helpdesk@ewashtenaw.org.
5. Follow County IT standards for desktop computing (standard PC's and Office applications).
6. Assist with technology asset tracking.
7. Identify technology liaison(s) as onsite technology resource or point of contact for technology-related issues.
8. Be responsible for all records stored, including, but not limited to, responding to all Freedom of Information requests (FOIA).

Exclusions

1. City of Ypsilanti-specific application support.
2. Mobile computers in police vehicles.

Performance Expectations:

1. County will strive to provide full system availability during normal business hours.
2. County agrees to provide system performance at a mutually agreeable level
3. Any major planned service outages will be discussed with the City of Ypsilanti at a minimum 10 business days prior planned service outages.
4. Major planned service outages will be scheduled to occur during non-core operating hours where possible.
5. County Helpdesk will be staffed during core operating hours.
6. County Helpdesk tickets will be responded to within 24 hours (one business day).
7. Core operating hours are defined as Monday – Friday 8:00am 5:00pm; excluding holidays
8. After hours support will be available for emergency public safety issues – requests made through County help desk.

Communications Protocol

1. The County Helpdesk is the main point of contact for all service-related issues.
2. Main point of contact for County business/administrative issues is the County Information and Technology Manager, the alternate contact is the Network/Infrastructure Supervisor.
3. Main point of contact for City of Ypsilanti business/administrative issues is the Finance Director, Marilou Uy and the alternate contact is Payroll Technician, Kimberly Jones.
4. Scheduling of planned service outages will be communicated through email addressed to City of Ypsilanti point of contact no later than 10 business days prior to planned service outages.
5. Planned outages and system outages will be communicated via email list of City of Ypsilanti key contacts.

Role of Contractors

The City of Ypsilanti will obtain approval from the County for any work done by third party contractors in support of systems that use the County infrastructure. At least 10 business days' notice is required and access will be jointly supervised by County and City of Ypsilanti.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the City of Ypsilanti will pay the COUNTY for services rendered as outlined below:

Payment Number	Type	Amount
Annual Technology Support – based on 61 PC's $1,327 per PC less volume discount on 8 PC's . Subject to annual adjustment based on annual number of PC's.	Annual	$73,813.77
Enterprise Content Management (ECM) Infrastructure	Annual	$2,500
Enterprise Content Management (ECM) Licenses	Annual	Billed at Cost
Telephone System Support	Annual	$8,243.92
Telephone System Reconfiguration 30 hours included	Hourly	$62.50/hour
Replacement Hardware Purchases	As Needed	Billed at Cost
New Software or Hardware Purchases	As Needed	Billed at Cost
Wiring	As Needed	Billed at Cost
Special Projects outside of scope	As Needed	TBD
Additional Data Circuits via Comcast	As Needed	

Contract not to exceed $380,030.

ARTICLE III - TERM

This contract begins on December 16, 2012 and ends on June 30, 2016.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The County 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 County 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 County 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 County, 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 V - EQUAL ACCESS

The County shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE VI - ASSIGNS AND SUCCESSORS

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

ARTICLE VII - TERMINATION OF CONTRACT

Section 1 – Either party may choose to terminate this Agreement with or without cause by giving ninety (90) days written notice to the other party of its intent to terminate with the following conditions being met prior to termination: Payment of any remaining costs owed County.

ARTICLE VIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the City Of Ypsilanti and the County will be incorporated into this contract by written amendments signed by both parties.

ARTICLE IX - CHOICE OF LAW AND FORUM

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

ARTICLE X - EXTENT OF CONTRACT

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

ARTICLE XI – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

By:_____
Lawrence Kestenbaum (DATE)
County Clerk/Register

APPROVED AS TO CONTENT:

By:_____
Andy Brush (DATE)
Information and Technology Manager

APPROVED AS TO FORM BY

BY:_____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

WASHTENAW COUNTY

By:_____
Verna J. McDaniel (DATE)
County Administrator

City of Ypsilanti

By:_____
Ralph Lange (DATE)
City Manager

APPROVED AS TO FORM BY

BY:_____
John Barr City of Ypsilanti Attorney (DATE)

REVISED: 6/1/00

Washtenaw IT, telephone support, and computer replacement contract-Sept 21 2012 to June 30, 2016

Computer Charges based on last year's rate from September 21 to December 15, 2012 - 85 days

	Qty	Unit Price	Annual Amount	Prorated Amount	City Fiscal Year
Computer Support	57	1284	73,188.00	17,043.78	
ECM Maintenance	1	2500	2,500.00	582.19	
Nortel Phone Support	1	7494.48	7,494.48	1,745.29	
Total				19,371.26	

Computer Charges from December 16, 2012 to June 30, 2013 - 197 days

	Qty	Unit Price	Annual Amount	Prorated Amount	City Fiscal Year
Computer Support	55.67	1327	73,869.67	39,869.38	
ECM Maintenance	1	2500	2,500.00	1,349.32	
Nortel Phone Support	1	8243.92	8,243.92	4,449.46	
Total				45,668.15	
Total charges Sept 21 to June 30, 2012					**65,039.42**

Computer Charges from July 1, 2013 to June 30, 2014 - 365 days

	Qty	Unit Price	Annual Amount	Prorated Amount	City Fiscal Year
Computer Support	55.67	1327	73,869.67	73,869.67	
ECM Maintenance	1	2500	2,500.00	2,500.00	
Nortel Phone Support	1	8243.92	8,243.92	8,243.92	
Total Charges From July 1, 2013 to June 30, 2014					**84,613.59**

Computer Charges from July 1, 2014 to June 30, 2015 - 365 days

	Qty	Unit Price	Annual Amount	Prorated Amount	City Fiscal Year
Computer Support	55.67	1327	73,869.67	73,869.67	
ECM Maintenance	1	2500	2,500.00	2,500.00	
Nortel Phone Support	1	8243.92	8,243.92	8,243.92	
Total Charges From July 1, 2014 to June 30, 2015					**84,613.59**

Computer Charges from July 1, 2015 to June 30, 2016 - 365 days

	Qty	Unit Price	Annual Amount	Prorated Amount	City Fiscal Year
Computer Support	55.67	1327	73,869.67	73,869.67	
ECM Maintenance	1	2500	2,500.00	2,500.00	
Nortel Phone Support	1	8243.92	8,243.92	8,243.92	
Total Charges From July 1, 2014 to June 30, 2015					**84,613.59**
Total Support Contract					**318,880.18**

Estimated Computer Replacement in FY 2015-2016-Vendor's price will be used to bill the City

Laptop	19	1250	23,750.00	23,750.00	
Desktop	34	1100	37,400.00	37,400.00	**61,150.00**
Total support & computer replacement					**380,030.18**

C:\Documents and Settings\muy\Local Settings\Temporary Internet Files\Content.Outlook\8P3FTSUI\[IT CONTRACT BY CITY FISCAL YEAR.xls]Sheet1

COMPUTER COST

	2006	2005	2004	2003	2002	2001
CONTRACTUAL SERVICES	15,724.00	63,903.32	34,182.00			
SOFTWARE	21,189.12	24,694.35	88,578.68	124,997.52	75,729.45	49,025.18
HARDWARE	14,868.83	19,341.25	16,936.24	54,117.80	47,124.60	44,506.20
INTERNET	1,316.52	4,070.08	5,117.62	7,071.01	7,362.23	4,390.17
	53,098.47	112,009.00	144,814.54	186,186.33	130,216.28	97,921.55

Average 134,230

City of Ypsilanti | Survey Results

May 10, 2016

How much time during the work day do you spend on a computer?

- 6 hours
- 4 hours
- 5-7 hours
- 5-6 hours
- 80%
- 5 hours
- about 6 hours
- 4 to 7 hours
- 4-5 hours
- Approximately 7 hours
- Varies due to job description (housing inspector), estimate 2-6 hours.
- 3-4 hours
- 6-7 hours
- 8-10 hours
- 8 hours at least
- 8 hours
- 6 HRS
- 4-5 hours
- 7-8 hours
- Average around four hours
- approximately 80%
- 10
- 5 hours
- I spend at least 4 hours of the work day on average using a computer
- 5 hours
- 10-12 hours per day
- About 10 hours
- ALL DAY
- 6-7 hours
- 6 Hours
- 8 hours
- 5 hours

Rehmann
Business wisdom delivered.

What software do you use to accomplish your job?

- Micro soft word, L3, Clemis, Talon
- Firehouse software, incode, Microsoft office
- Word, PowerPoint, BS&A, Google Chrome (internet), Outlook, Excel
- All incode module (GL, AP, AR, Payroll, HR, Fixed assets), Word, Excel, Power point, BS & A Taxes & Assessing, internet.
- CLEMIS, Word, Excel, Google, Force LMS, L3
- QVF, Incode, BS&A, Pefferati, Word and Excell
- Outlook, Word, Powerpoint, Excel, Chrome, Publisher, Adobe Pro
- internet explorer excel powerpoint word paint
- Word, Excel, Outlook, Incode, Road Soft
- Microsoft Office, InCode,Internet
- BSA Building and Assessing
- BS&A, Outlook, Office
- ArcGIS, Adobe Acrobat, Microsoft Office, BS&A
- Clemis/Talon/Microsoft Word/Microsoft Excel
- Incode, Microsoft Office, and Adobe
- BS&A, QVF, Microsoft Office, email
- INCODE, OFFICE, ADOBE, BS&A TAX, OUTLOOK
- Microsoft, Fire house, Incode
- Excel, Incode Word Adobe Internet May start using Access May start using BS&A
- MS Word, Excel, Adobe reader, various media players, MS Internet Explorer, CLEMIS, TALON, Outlook
- MS Office, Incode, Adobe Acrobat XI Pro
- MS Office, Adobe Creative Suite, Web/Google apps, et al
- Microsoft Office Suite, BSandA, Adobe
- Microsoft Office, Outlook, email, etc
- Incode Microsoft Office
- CLEMIS, WORD, EXCEL
- Microsoft suite (outlook, word, excel, access); ArcGIS (along with the WC-managed database and servers); BS&A Building, BS&A Assessing; InDesign; Adobe Acrobat Pro; Citrix (when offsite)
- Microsoft Office, Adobe Pro, Clemis, Talon, Internet Explorer

- Microsoft Office software
- ARC GIS, Adobe Professional, Microsoft Office, various internet browsers
- incode
- Microsoft Programs (Office, etc.) Firehouse Invoice
- Internet explorer

Is there any additional software you need to accomplish your job?
No replies: 24
N/A replies: 2

Yes Replies:

- Would like to update some of our software and look into some GSI inventory systems, employee time tracking, while time tracking and material usage. Also, would like support on printer issues.
- It would be helpful at times to have Adobe writer.
- More space in my email for messages
- Android mobile device- use to access calendar, email, citrix (thus all the apps on the server)
- it would be nice to have access to photo shop
- Microsoft
- Outlook

When logging into the system, do you experience any difficulties?
No replies: 22
N/A replies: 1

Yes replies:

- Password changes are too often
- Network can be slow
- Password character requirements are ridiculous.
- I was re-directed to start as a new user in the past
- Slow
- Usually can't log on to the network at city hall on my Mac laptop-- thus can't do work from there, can't print, etc.
- Cannot log in to system from remote location from laptop
- I cannot access the system when out of the office and the email gets filled up frequently
- Unsuccessful to open reports

Rehmann
Business wisdom delivered.

- Sometimes the program does not open or is no longer available via desktop or "My Computer"

Does the e-mail system meet your needs?
Yes replies: 23
N/A replies: 0

No replies:

- Need more space!
- need more memory
- Would be helpful if number of emails allowed to store would be larger
- Web outlook is terrible for Mac users. And, mailbox fills quickly. Need to be able to integrate with a Gmail server
- Need more storage
- There is not enough storage available. The email system is not as user friendly as it could be.
- Too small storage
- Need more storage
- There is limited storage and consistently have issues
- No enough space

Can you get to the data that you need to do your job?
Yes replies: 29

No replies:

- Temp Files from Incode are not being saved and needs to be saved manually
- Can't do work at city hall, so have to do it elsewhere. Have to rely on staff to print things, look things up, etc. Have to develop other systems-- e.g. my own google spreadsheets-- when they may not be the most efficient. Also with difficulty even getting on Wi-Fi consistently (can't use internal Wi-Fi network because not a city computer)
- This software does not seem to interface with different platforms as easily as I would like.
- If I am out of the office I cannot get access to my data

When you search on the Internet, can you get to where you need to go? Can you read the documents that you find?
Yes replies: 28

No replies:

- depends sites
- I regularly use the internet for investigations. Often I am blocked by the firewall from accessing certain sites.
- Difficult still to find things on the city website. Need to be able to access old documents that were part of previous council packets more easily.
- Too restricted
- Sometimes pages won't load

Does the phone system (landline) meet your needs?
Yes replies: 23
N/A replies: 4

No replies:

- Since the change to the newer voicemail system it doesn't tell dates or times that the messages are left
- Would like to have caller ID and be able to transfer calls to other buildings
- Staff check my voicemail and send me emails with the messages
- Phones are antiquated
- I would LOVE for a timestamp. Other than that, all good.
- I have to listen to an entire message before I can delete it or move on to the next message.

If you have a City issued cell phone or tablet, does it meet your needs?
N/A replies: 23
Yes replies: 8

No replies:

- Bluetooth options locked out and cannot use features
- Some of the permissions that are on locked up are unnecessary. There is no reason why the setting for trusted Bluetooth devices is inaccessible. If I'm connected to the Bluetooth while in my vehicle there's no reason why the device should have to stay locked. If there's an accident how will EMS access ICE contacts? There has already been documented cases of this being a problem.

Do you get the support that you need on a timely basis?
Yes replies: 20
N/A replies: 1

No replies:

- Due to personnel changed with Washtenaw County, the support lagged unless you specifically say you need it immediately.
- Lately the onsite support takes longer; and as changeover occurs at the County, the issue seems dropped.
- sometimes they make us wait days for something that could be done remotely while you are on the phone with them
- Sometimes it takes time before we get support
- Sometimes, other times employees have been left without computers.
- The Washtenaw County IT service seems to be increasingly slower to respond to issues.
- County IT isn't set up to support Macs so am left without solutions still.
- Have tried to work remotely for over a year and tech has no explanation. Tech support is difficult to reach and often requires talking to multiple people
- coordinating IT and software providers for our specialized programs is a problem because of the slow or no existent response from county IT
- Most of my issues really need to be dealt with same day, but I don't usually get a response for at least a day.
- It typically takes a long time to get service
- More than half hour

When IT fixes a problem, do they get it right the first time?
Yes replies: 16
N/A replies: 2

No replies:

- Depends on the problem
- Credit Card reader has been down several months with no resolve.
- Usually, but not with our scanner
- Most of the time the issue is taken care of but there have been some times where it has not been taken care of right away. For the most part they do a good job.
- 90% of the time
- Varies on the complexity
- Most of the one thing that enrages me though is IT personnel working on my computer and deleting part of my desktop or deleting a software that I can't reload anymore.
- Not always. Also, when we have wiring done they do not supervise project which has caused problems with getting the work completed since staff in charge (me) have limited knowledge of wiring and computer systems.
- Most of the time they do. It is not expected that everything can be fixed the first time.
- Most of the time
- multiple calls needed to get a response to fix issues,
- Not always. Sometime several times.
- The help desk is not that knowledgeable or friendly. The technicians that come out are not experienced and very rarely do they complete anything in one visit. They don't seem to know what they are doing
- 2-7 times
- some IT doesn't how to fix the problems

Does the network function properly when you need it?
Yes replies: 25

No replies:

- It has been a lot slower lately. Not sure if that's on our end, or theirs.
- For the most part, the network properly functions. But there have been several instances where the network is super slow and won't allow for programs to open or function properly.
- most of the time
- Wireless access for non-city computers.
- Sometimes BS&A is slow/ does not work
- I brought home some work and I could not access the financial software through Citrix
- Remote access, cannot remove items from start menu
- Sometimes it does and other times it doesn't.

On an overall basis is the IT team meeting your needs?
Yes replies: 21
N/A replies: 1

No replies:

- follow up and completing task/request
- I would like someone to walk through the building sometimes and check on us, even if we don't call them over. Often we are busy, but if I see someone, I will tell them of my problems. It doesn't have to be every week. Maybe every couple of weeks.
- Realistic permissions on mobile device settings.
- Somewhat
- Quicker response.
- service
- Consistent it staff
- many times our issues occur outside of business hours and there is no response from IT
- They do the bare minimum!
- Improved email storage, improved response times and external access to the network
- Try their best

What works well with IT?

- N/A
- Helen is awesome
- ...
- When a support call is made, they will respond within 1-4 hours.
- no problems
- n/a
- Everyone at the County is usually friendly. Sometimes the help desk works very fast, sometimes they do not.
- Efficiency getting the request completed in a timely manner
- Good customer service
- They are knowledgeable.
- Software support
- Software/hardware support
- they get things done right the first time
- Most everything
- They are exceptionally responsive because they realize I have payroll deadlines to meet.
- N/A
- System
- updates
- Help desk
- No comment
- I have no complaints with current service -- I find the Helpdesk works well for me.
- Good to be able to call and reach IT support.
- access to programs
- When I call for assistance, I typically get my questions answered
- Service call center
- phone calls for assistance

- Generally good communication. They're quick, they're knowledgeable, and they're realistic as far as timelines. If person A can't help you, they'll put you in touch with person B.
- Nothing
- The mere fact that we use their system. Wish we had our own independent IT.
- The internet works most of the time
- problem with computer hard drive
- Contacting via phone
- Everything

What does not work well with IT?

- I work 6pm to 6am and on the weekends and sometimes it is hard to get ahold of a IT person when you need them on the weekends and at night.
- After hours service
- ...
- When the service call is not answered.
- no problems
- Getting back with you in a timely matter, completing task request in a timely manner.
- I think that we should get more communication, tips about our computers, equipment, best ways to conserve energy, etc... When should we archive? Should we log out every day? I was told when I started to just lock my computer M-F. I don't believe employees are told how to use the ticket system when they start working here, I wasn't. Is that on the City or the County? I think it should be made clearer what is done in house and what is done at the County.
- N/A
- Limited RAM
- Can be slow to answer the call for assistance. Can wait several minutes before someone picks up the phone.
- Lack of permissions on Bluetooth options
- Mobile device restrictions.
- waiting, see above
- Not much
- I've not experienced any problems with our current IT.
- N/A
- Too many turnover in personnel
- ..
- Scheduling work - at times we have had employees without computers for a day or more Network system at times is extremely slow Get very limited assistance from county on wiring issues, connectivity or phone issues Have had problems with fuel system and they are very slow on assistance. We are still using old fashioned modem which should be updated.
- No comment
- N/A

Rehmann
Business wisdom delivered.

- Wireless access at city hall. Ability to print. EMAIL with adequate size inbox and ability to have efficient software interface, e.g. email. Instead I use an alternative email address for business I'd rather use city official email with. Just too onerous to do so.

- license restrictions, permissions to software, no cloud storage, service techs rarely solve problems, remote access is terrible

- Sometimes it seems that IT is not pleased with having to answer questions

- Difficult problems appear to take multiple calls

- In person assistance is very poor

- There's been a lot of turnover in the past year- both here and there. The new on-site person isn't great (neither brilliant nor personable, I usually ask for one or the other, we'd been blessed with on-site people that were both before). A lot of our staff here aren't "tech people," and a lot of our staff are know-it-alls - or used to talking to all kinds of tech support- so we need a tech support that can deal with people that think they know what they're talking about but don't, as well as the standard set of people that are good at dealing with people that can't tell a USB port from HDMI.

- Everything

- We are treated as an afterthought. They could care less about our needs. We are just another contract with an absent landlord!!

- Consistency is lacking in the service provided and the equipment is outdated.

- Problem with software function, credit card software and credit card machine.

- N/A

- Nothing

Washtenaw County
Office of Infrastructure Management
220 E. Huron St., Ste. 200, P.O. Box 8645, Ann Arbor, MI 48107
Telephone 734-222-6542 734-222-6573

June 13, 2016

Ralph A. Lange
City of Ypsilanti
One South Huron Street
Ypsilanti, MI 48197

CV 32964.1

Dear Mr. Lange:

Washtenaw County wishes to amend the contract with your agency. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the service contract between Washtenaw County and City of Ypsilanti, **CV 32964** as follows:

Amend Article III – TERM to state the following:

This contract term amendment begins on July 1, 2016 and ending June 30, 2017

All other terms and conditions remain the same as in the original contract.

ATTEST:

WASHTENAW COUNTY

Lawrence Kestenbaum (DATE)
County Clerk/Register

Gregory Dill (DATE)
Washtenaw County Administrator

APPROVED FOR CONTENT:

APPROVED FOR CONTENT:

Dave Shirley, Director (DATE)

Andy Brush, Deputy Director (DATE)

CONTRACTOR

Amanda M. Edmonds, Mayor (DATE)
City of Ypsilanti

Frances McMullan, City Clerk (DATE)
City of Ypsilanti

Original: Clerk
City of Ypsilanti
cc: Office of Infrastructure Management
Purchasing

Ypsilanti City Cost Methodology

Maintenance	Total Cost	Per PC
Citrix	12,800	6.20
VMWare Merit Server licensing	14,853	7.20
VMWare Data Strategy -server	36,000	
Dell (Microsoft Enterprise)	350,806	170.05
Dell (MS Enterprise True up)		-
Dell Storage and Backup	208,347	100.99
Dell Server	63,000	30.54
Barracuda Web Filter and Email	11,746	5.69
OnBase	6,600	3.20
Oracle	-	-
Register.com		-
ESRI/GIS	51,000	24.72
Lyris ListServer	1,300	
SolarWinds - server monitoring	2,639	
Source Fire	8,686	4.21
Qwest Network/Juniper Switch Maint	55,000	26.66
Suntel		-
Threatstop	6,500	3.15
Tririga	32,000	15.51
TOTAL MAINTENANCE	$ 861,277	$ 398

Other IT GF Costs		
Internet Access	4,760	2.31
CAP - Office Space		-
Fiber Payment	330,000	159.96
Data Center Lease	41,036.00	19.89
Total Other Costs	$ 375,796	$ 182

Ypsi Computers	68
Total Computers in County	2063
Ypsi %	3.30%
Total Staff	2,352,184
Total Maintenance	861,277
Total Other Costs	375,796
Total Computer Support	3,589,257

Ypsi Portion of Costs		
Total Support * Ypsi %	$	118,308
Ypsi Maintenance Per PC		
Total Support/Ypsi Computers	**$**	**1,739.82**
Annual PC/Net/Staff Support	$	118,308

Previous #	$ 1,327
Variance	$ 413

Grades, steps, and hourly rates are as of: 04/01/16

Retention: 100.0%

Information Technology

Bus. Unit	Pos. Code	Pos. Status	Job Title	Name	Ypsi?	Salary & Fringes	M-P-S
						2,838,405	
10102200	16450003	A	ADMINISTRATIVE OFFICE ASSIST	SHAAH, KAJUAN A	50%	35,415	
10102200	19670001	A	HELP DESK SUPPORT I/II	CAMPBELL, MARY D	100%	72,706	
10102200	19670002	A	HELP DESK SUPPORT I/II	HOLBROOK, HELENA	100%	86,123	
10102200	20670001	A	SYSTEMS SUPPORT TECH I/II	SCHRADER, KENNETH J	100%	91,824	
10102200	20670002	A	SYSTEMS SUPPORT TECH I/II	TOOLE, BENJAMIN F	100%	108,500	
10102200	20670003	A	SYSTEMS SUPPORT TECH I/II	VIDAURRI, JUSTIN J	100%	87,620	
10102200	20670004	A	SYSTEMS SUPPORT TECH I/II	SIMMONS, MONIQUE A	100%	80,096	
10102200	27200015	A	MANAGEMENT ASSISTANT	BROWN, SHANETTA N	50%	39,850	
10102200	25860001	A	CONTRACT COORDINATOR	HARDY, MECHELLE R	50%	52,446	
10102200	29390001	A	TELECOMMUNICATIONS ADMIN II	FARAT, STEPHEN J	100%	145,417	
10102200	29490001	A	GIS DEVELOPER I/II	ROZEK, CHELSEA C	100%	88,156	
10102200	31880001	A	JAVA PROGRAMMER I/II	WU, XIAOYI	0%	135,451	
10102200	32440001	A	ORACLE DATABASE OPS AD I	ARNOLD, NATHAN C	100%	138,397	
10102200	32450001	A	NETWORK ADMINISTRATOR I	IGOE, GERARD F	100%	104,829	
10102200	32450002	A	NETWORK ADMINISTRATOR I	SHI, DI	100%	110,776	
10102200	32480002	A	APPLICATION SPECIALIST	ARBOGAST, JEFFREY L	100%	117,161	
10102200	32480003	A	APPLICATION SPECIALIST	BURKEY, JAMES R	100%	140,016	
10102200	32480004	A	APPLICATION SPECIALIST	ZHANG, JIA	0%	140,016	
10102200	32480006	A	APPLICATION SPECIALIST	GEBHARD, MICHAEL	0%	125,538	
10102200	33740001	A	IT MANAGER	BRUSH, ANDREW W	100%	175,804	
10102200	34400001	A	ORACLE DATABASE OPS AD II	MENG, YANG	100%	143,036	
10102200	34410001	A	NETWORK ADMINISTRATOR II	DEERING, ROBERT RUDY	100%	143,036	
10102200	34410002	A	NETWORK ADMINISTRATOR II	DELSH, RONALD A	100%	143,036	
10102200	81010001	A	APPLICATIONS/WEB SUPERVISOR	KERR, BRENDA L	100%	145,217	
40502200	81030001	A	TECH INFRASTRUCTURE SUPERVSOR	FIELDER, THOMAS G	100%	145,217	
40502200	81040001	A	OPERATIONS MANAGER	HANN, NICOLE	50%	42,722	
				Costs Applicable to Comp Support		2,352,184	
					81%		

Staff list represents all IT staff.

Percentage represents staff availability to contracting agency. Availability means that they may do work for the contracting agency or supervise staff who does work for contracting agency.

Typically, percentage is 100 if they are available to work. Less if there is a portion of their time that is not ever available to contracting agency.

OnBase Server Licensing			
OnBase Multi-User Server License Maintenance	$1,600.00		
Distributed Disk Services - Maintenance	$1,000.00		
Web Server Maintenance	$2,000.00		
EDM Services Maintenance	$1,000.00		
Email Integration for Outlook Maintenance	$1,000.00		
Total Server Lic - added to CAP-style allocation	**$6,600.00**		
Annual Maintenance Renewal - Ypsilanti			2015
OnBase Concurrent Client (1-100) Maintenance	2	$240.00	$480.00
OnBase Disconnected Scanning Module Maint.	1	$1,000.00	$1,000.00
TOTAL - billed directly			$1,480.00

Telephone System Support	
Support for 119 phones, all proportional SW & Hdwr costs, includes 35 hours of MAC support, and 24/7 365 remote and onsite repair services. All MAC support over 35hrs to be billed at the County's current vendor rate of $62.00/hr. All additions to the system will be paid by the City. All wiring services will be handled by the City's vendors and all carrier account billing and account management is performed by the City.	$8,289.26

To: Mayor Edmonds & City Council
From: Ericka R. Savage, Assistant to the City Manager
Marilou Uy, Fiscal Services Director
Date: June 21, 2016
RE: WCA Assessing Contract Renewal

Office of the City Manager

REQUEST FOR LEGISLATION
SUMMARY/BACKGROUND

The City has contracted with WCA Assessing for assessing services since July 1, 2011 and the parties renewed for two years in 2014. Prior to the 2016 contract re-negotiation process the City issued a RFP and received one bid from WCA Assessing. The parties have met to discuss service items and agreed to the following contract amendments:

- C.P.I. adjustments -
  - Year 1 +2.5 % - July 1, 2016 to June 30, 2017 $79,847 annually
  - Year 2 +2.5% - July 1, 2017 to June 30, 2018 $81,843 annually
  - Year 3 +2.9% - July 1, 2018 to June 30, 2019 $84,216 annually
- Option for WCA to do a physical re-inspection and re-evaluating of 20% the City's properties; this is recommended by the State, but not required. This work would only be performed with City Council approval at the following additional fees:
  - July 1, 2016 to June 30, 2017 $29,640 annually
  - July 1, 2017 to June 30, 2018 $29,995 annually
  - July 1, 2018 to June 30, 2019 $30,864 annually
- Small claims cases are now included in the contract at no additional charge.
- Records from the County will be updated bi-weekly

In consideration of the above-mentioned items, staff recommends that the contract with WCA Assessing be approved.

The current contract is $77,900, annually.

ATTACHMENTS: Resolution; Contract
RECOMMENDED ACTION: Approval

DATE RECEIVED:_____ AGENDA ITEM NO. Resolution No. 2016-143
CITY MANAGER COMMENTS:_____
FOR AGENDA OF: 6/21/16 FINANCE DIR. APPROVAL: _____
COUNCIL ACTION TAKEN: _____

Resolution No. 2016-143
June 21, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, per Section 4.03 (c) of the City of Ypsilanti Charter, the City Manager has the responsibility to hire the Assessor; and

WHEREAS, the City has been engaged in a professional services contract with WCA assessing since July 2011 and the contract expires on June 30, 2016; and

WHEREAS, the City is pleased with the services of WCA Assessing and would like to renew the agreement with CPI adjustment for each year of the contract; and

WHEREAS, the City has discussed ways that WCA can enhance its services to the City and employees in the execution of its duties; and these service enhancements have been included in the contract.

NOW, THEREFORE, be it resolved that the Ypsilanti City Council approves a three year Contract with WCA Assessing for $79,847, $81,843, and $84,216, respectively, with optional re-appraisal fees to be approved by City Council, and authorize the Mayor and City Clerk to sign and execute the agreement.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

ASSESSMENT CONTRACT
FOR CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

WHEREAS, City of Ypsilanti, hereinafter called "City", with its principal offices located at One South Huron Street, Ypsilanti, Michigan, 48197, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 200, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective July 1, 2016;

IT IS THEREFORE AGREED:

1. Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.

2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the 2017, 2018, and 2019 assessment rolls, utilizing the services and personnel proposed herein.

3. Company agrees to provide advice to the City in the development of a public relations program which may be carried out by City staff under the direction of the City Manager. The Company shall be professional in manner, appearance and shall be trained in appraisal techniques. In addition, the City shall provide the Company with adequate identification indicating the Company's employees are authorized representatives of the City in the performance of the terms of this contract.

4. Company agrees to respond to inquiries and requests for assessment information from the public. The City agrees to provide office space within the City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department. Any days in which the Company is scheduled to be in the office but the office is closed due to holidays, acts of God, educational purposes, or any other causes beyond the control of the Company, shall be considered included within the hours to complete this agreement. The purpose of office hours are:
    - To meet with City staff to answer questions and give advice;
    - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.
    - Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquires and interpreting State laws.
    - To perform certain other functions as described herein.

5. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.

6. Company agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The company shall be available to defend all assessments to the MTT as needed during this contract.

7. City agrees that responses to the Full MTT shall be prepared by the Company's legal counsel. City agrees to provide full cooperation with Company's legal counsel. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City's Mayor of such requirement.

8. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said City including but not limited to;
    - Perform onsite inspections in order to annually re-appraise 20% of the real properties of each class (residential, commercial, industrial), and determine the value of any new construction.

- Maintain all of the City's assessment rolls, including ad valorem, specific tax rolls.
- Inspect revise, and re-evaluate property record cards with new construction, demolition, and property splits.
- Perform neighborhood market studies and land value analyses throughout the term of this contract.
- Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
- Provide digital photographs of all properties visited for maintenance purposes.
- Working with the City Building Department to ensure all new property is equitably assessed.
- Prepare all new property record cards in compliance with State tax Commission requirements.
- Attend, prepare, and work with all Boards of Review.
- Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
- Bi-weekly review of inter-departmental and county register of deeds reporting of ownership changes.

9. Company agrees to meet with the City Manager and/or other designated staff of the City to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.

10. City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.

11. The Company shall be liable to the City, and hereby agrees to indemnify and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused buy any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

    The Company will carry the following insurance coverage at all times during this agreement:

    a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or

death, $1,000,000 each person and subject to the same limit for each person; $1,000,000 for two or more persons in any occurrence; property damage, $1,000,000 each occurrence; $2,000,000 annual aggregate.

b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.

c. The Company shall also carry professional liability and errors and omissions insurance with not less than $2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it can not be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the City or its officers, directors, employees and elected official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

12. The Company shall not be held liable for any damages caused by strikes, explosions, war, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from Company.

13. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of and employer and employee and should not be construed as such.

14. In the event that the City shall not be in substantial compliance with the terms of this agreement, the Company shall give the City written notice of said breach and thirty (30) days to cure the breach. If the City fails to cure the breach within thirty (30) days after such notice, the Company may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.

15. The City and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.

16. The City agrees to pay the Company as follows;

Main Contract Fee

July 1, 2016 to June 30, 2017.....$79,847 annually
July 1, 2017 to June 30, 2018 .... $81,843 annually*
July 1, 2018 to June 30, 2019 .... $84,216 annually*

*With the ability to adjust an additional 2% if the CPI exceeds 5%. The CPI (Consumer Price Index) is based on data released by the US Department of Labor, as measured by the CPI for all urban consumers for a 12 month period using the State of Michigan fiscal year and is the CPI used to calculate capped property values.

20% re-appraisal fee

July 1, 2016 to June 30, 2017.....$29,640 annually
July 1, 2017 to June 30, 2018 .... $29,995 annually*
July 1, 2018 to June 30, 2019 .... $30,864 annually*

This fee would be for the physical re-inspection and re-evaluating of the real parcels in the city, weighted by classification, and as ***an optional additional fee*** to the main contract, and only performed with City Council approval.

*With the ability to adjust if the CPI an additional 2% exceeds 5%. The CPI (Consumer Price Index) is based on data released by the US Department of Labor, as measured by the CPI for all urban consumers for a 12 month period using the State of Michigan fiscal year and is the CPI used to calculate capped property values

The payments shall be made in twelve (12) equal installments due on the fifteenth (15th) day of each month. The CPI used as the basis of adjustments for subsequent years will be the inflation rate multiplier as published by the State of Michigan State Tax Commission as used in the assessment process.

The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division, shall be provided by Company's legal counsel possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:
July 1, 2016 June 30, 2017..... $185.00/hour
July 1, 2017 June 30, 2018 ..... $190.00/hour
July 1, 2018 June 30, 2019 ..... $195.00/hour

All matters requiring the City's representation in the small claims division of the Michigan Tax Tribunal are included in the contract work and will not be an additional charge.

18. MICHIGAN TAX TRIBUNAL APPRAISAL SERVICES PLUS SPECIAL PROJECTS
Appraisal services rendered by the Company in Michigan Tax Tribunal matters shall be provided to the City at the rate of:

Title	7/01/16-6/30/17	7/01/17-6/30/18	7/01/18-6/30/19
Appraiser Aide	$45.92.....	$47.30*	$48.72*
Appraiser	$63.69	$65.60*	$67.57*
Level III Appraiser	$112.15.....	$115.51*	$118.98*
Assessor	$129.71.....	$133.60*	$137.61*

Hourly fees include clerical costs and overhead for the Company.

*With the ability to adjust an additional 2% if the CPI exceeds 5%. The CPI (Consumer Price Index) is based on data released by the US Department of Labor, as measured by the CPI for all urban consumers for a 12 month period using the State of Michigan fiscal year and is the CPI used to calculate capped property values

19. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.

20. The City and Company agree that the term of this contract shall begin July 1, 2016 and expire June 30, 2019. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.

21. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.

22. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.

23. The Company shall acknowledge receipt of and comply with the City's ethics policy, computer usage policy or other singed documents

24. The City agrees the City Mayor and Clerk possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

WITNESSES:

_____

_____

WCA ASSESSING:

By:_____
Doug Shaw, for WCA Assessing,

WITNESSES:

_____

_____

_____

CITY OF YPSILANTI:

By: _____
Amanda Edmonds, MAYOR

By: _____
Frances McMullen, CLERK

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on the _____ day of _____, 20____, Doug Shaw doing business as WCA Assessing, known to me to be the person whose name is subscribed to on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

_____
NOTARY PUBLIC

_____ County, Michigan

My Commission Expires:_____

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

Be it remembered that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Amanda Edmonds, Mayor for City of Ypsilanti, and Frances McMullen, Clerk for City of Ypsilanti, a Municipal Corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Michigan, known to me to be the persons who executed the foregoing instrument of writing on behalf of said Municipal Corporation, and such persons duly acknowledged the execution of the same to be their act and deed of said Municipal Corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal the day and year last above written.

_____
NOTARY PUBLIC

_____ County, Michigan

My Commission Expires: _____

REQUEST FOR LEGISLATION
June 21, 2016

TO: Mayor Edmonds and City Council

FROM: Ralph A. Lange, City Manager & Marilou Uy, Fiscal Services Director

Subject: Amended budget FY 2015-2016 proposed biennial budgets FY 2016-2017 and FY 2017-2018, and proposed millage rates for FY 2016-2017

DATE: June 21, 2016

Summary & Background: Pursuant to the City Charter, the amended budgets for FY 2015-2016, and the proposed biennial budgets for FY 2016-2017 and FY 2017-2018, were presented to City Council on April 30, 2016. City Council held three budget work sessions in May 2016 to examine the budget in detail with Department Directors and Staff. Staff compiled the budget amendments and presented to Council on June 7, 2016 for approval. Additional amendments highlighted in yellow will be presented to Council on June 21, 2016 for approval, along with any potential amendments from council. The Millage rates that were presented to Council on June 7, 2016 were reduced due to the Headlee Millage Reduction Fraction.

Attached are the updated budget amendment spreadsheets by funds:

General Fund (101)
Major Street Fund (202)
Local Street Fund (203)
Garbage & Rubbish Fund (226)
CDBG/Water Street Activities Fund (252)
2010 GOUT Refunding Bonds (303)
2012 UTGO Refunding Bonds (342)
Capital Improvement Fund (414)
2006 GO LTD Taxable Capital Refunding Bonds (477)
Sidewalk Improvement Fund (495)
Public Transit (588)
Motor Pool Fund (641)

Also attached are the amended fund balances of all funds.

The updated amendments supersede and take precedent over all, and any amendments submitted and approved by City Council and Administration after June 21, 2016.

According to the City Charter, City Council must adopt the general fund and special revenue fund budgets by resolution and ordinance. Hence, two ordinances and resolutions are proposed for your approval to amend the FY 2015-16 and adopt the FY 2016-17 and FY 2017-18 biennial budgets. City Council must also adopt a tax levy ordinance and resolution, which sets the revised millage rate for Fiscal Year 2016-2017 at 35.0728 mills.

Recommended Action: It is recommended that City Council approve the amended budget for FY 2015-2016, the proposed FY 2016-2017, and FY 2017-2018 biennial budgets, and the proposed millage rates for FY 2016-2017 with the budget amendments as attached.

Attachments: Revised FY 2016-2017 tax levy ordinance and resolution, revised FY 2015-2016 amended budget, revised FY 2016-2017 and FY 2017-2018 proposed budgets, revised budget ordinances and resolutions, revised budget amendment worksheets, and revised fund balances classifications of all funds, conference and workshops, professional development, membership & dues, Friend's Group revenue, expenses, and city subsidies, and MERS performance report.

CITY MANAGER APPROVAL:_____ COUNCIL AGENDA DATE:__June 21, 2016_

CITY MANAGER COMMENTS: _____

FINANCE DIRECTOR APPROVAL:_____

Revised

Resolution No. 2016 - 145
June 21, 2016

AMEND 2015-2016
FISCAL YEARS OPERATING BUDGET

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:
That an ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2015-2016", be approved on Second and Final Reading.

		AMENDED # 2 FY 2015-2016	
Description	**Fund**	**Revenue**	**Expenditures**
General Fund	101	16,756,256	16,756,256
Major Street Fund	202	2,711,824	2,711,824
Local Street Fund	203	532,242	532,242
Garbage & Rubbish Collection Fund	226	837,464	837,464
Community Development Block Grant Fund	252	100,000	100,000
Police Special Revenue Fund	265	16,666	2,066
Depot Town DDA Fund	275	143,533	137,751
2010 GOUT REF Bond $3.83 M	303	702,894	684,925
2016 GOLT BOND REFUNDING	304	10,500,014	10,499,618
2002 General Obligation Capital Imp. Debt Fund $400,000	316	39,705	39,705
2012 General Obligation Unlimited Tax refunding Bonds $4.14 M	342	686,860	664,765
2002B Water & Sewer Debt Fund $485,000 DWRF	364	29,813	29,813
Land Revolving Fund	412	242,489	242,489
Downtown Development Authority Fund	413	390,458	358,363
Capital Improvement Fund	414	2,393,831	2,393,831
Economic Development Corporation Fund	415	104,660	104,660

2003D Water Supply & Sewage Const. Fund $5.3 M DWRF	469	334,375	334,375
2003C Water Supply & Sewage $785,000 DWRF	471	49,500	49,500
2004A DDA Construction Fund $995,000	473	82,661	82,661
2004B Water Supply & Sew $6.33M DWRF	474	386,028	386,028
2006 GO LTD Taxable Capital Refunding $15.74 M	477	4,103,006	4,102,603
2006 Water Supply & Sewage Refunding $9.85 M	478	443,006	443,006
2007 W & S Revenue DWRF $375,000	479	19,276	19,276
2008 W & S DISP. REV $435,000	480	27,731	27,731
2009 W & S Bonds 7249-01 $260,000	481	7,788	7,788
2012 W&S Factory Pump Station $2.9M	482	189,074	189,074
2013 Revenue Refunding Bonds	483	1,257,117	1,257,117
Water Main DWRF 7320-01	485	424,576	424,576
Sidewalk Improvement Fund	495	156,752	156,752
Public Transit Fund	588	284,013	284,013
Motor Pool Fund	641	940,910	940,910
Workers Compensation Fund	677	235,796	235,796
Fire and Police Pension Fund	732	5,331,863	4,653,233
Retiree Health Care Fund	736	1,469,894	1,355,950
Totals	All	51,931,075	51,045,161

Further, that in accordance with Section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow transfers between appropriation accounts and within fund totals and within those activities within the control of each department.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Ordinance No. 1271

AN ORDINANCE TO AMEND BUDGET APPROPRIATIONS BY DEPARTMENT AND MAJOR ORGANIZATIONAL UNIT FOR THE FISCAL YEARS 2015 – 2016

THE CITY OF YPSILANTI ORDAINS:

1. Pursuant to the City Charter Section 5.06 (a), budget appropriations by department and major organizational unit are hereby approved as recommended by the Administration, as approved by City Council, and as shown below by fund and summary of amendments for the General Fund and other funds.

		AMENDED # 2 FY 2015-2016	
Description	**Fund**	**Revenue**	**Expenditures**
General Fund	101	16,755,256	16,755,256
Major Street Fund	202	2,711,824	2,711,824
Local Street Fund	203	532,242	532,242
Garbage & Rubbish Collection Fund	226	837,464	837,464
Community Development Block Grant Fund	252	100,000	100,000
Police Special Revenue Fund	265	16,666	2,066
Depot Town DDA Fund	275	143,533	137,751
2010 GOUT REF Bond $3.83 M	303	702,894	684,925
2016 GOLT BOND REFUNDING $10.44 M	304	10,500,014	10,499,618
2002 General Obligation Capital Imp. Debt Fund $400,000	316	39,705	39,705
2012 General Obligation Unlimited Tax refunding Bonds $4.14 M	342	686,860	664,765
2002B Water & Sewer Debt Fund $485,000 DWRF	364	29,813	29,813
Land Revolving Fund	412	242,489	242,489
Downtown Development Authority Fund	413	390,458	358,363
Capital Improvement Fund	414	2,393,831	2,393,831
Economic Development Corporation Fund	415	104,660	104,660
2003D Water Supply & Sewage Const. Fund $5.3 M DWRF	469	334,375	334,375

2003C Water Supply & Sewage $785,000 DWRF	471	49,500	49,500
2004A DDA Construction Fund $995,000	473	82,661	82,661
2004B Water Supply & Sew $6.33M DWRF	474	386,028	386,028
2006 GO LTD Taxable Capital Refunding $15.74 M	477	4,103,006	4,102,603
2006 Water Supply & Sewage Refunding $9.85 M	478	443,006	443,006
2007 W & S Revenue DWRF $375,000	479	19,276	19,276
2008 W & S DISP. REV $435,000	480	27,731	27,731
2009 W & S Bonds 7249-01 $260,000	481	7,788	7,788
2012 W&S Factory Pump Station $2.9M	482	189,074	189,074
2013 Revenue Refunding Bonds	483	1,257,117	1,257,117
Water Main DWRF 7320-01	485	424,576	424,576
Sidewalk Improvement Fund	495	156,752	156,752
Public Transit Fund	588	284,013	284,013
Motor Pool Fund	641	940,910	940,910
Workers Compensation Fund	677	235,796	235,796
Fire and Police Pension Fund	732	5,331,863	4,653,233
Retiree Health Care Fund	736	1,469,894	1,355,950
Totals	All	51,931,075	51,045,161

Further, that in accordance with Section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow transfers between appropriation accounts and within fund totals and within those activities within the control of each department.

2. Copies to be available. Copies of the ordinance are available at the office of the City Clerk for inspection by, and distribution to, the public during normal business hours.

3. Publication and effective date: The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in Washtenaw Legal News. 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 21th day of June, 2016.

_____

Frances McMullan, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 1271 was published in Washtenaw Legal News on the 6th day of June, 2016 edition.

_____

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 _21th_ day of June, 2016.

_____

Frances McMullan, City Clerk

Revised
Resolution No. 2016 - 146
June 21, 2016

2016-2017 & 2017-2018
FISCAL YEARS OPERATING BUDGET

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:
That an ordinance entitled, "An Ordinance to Adopt Budget Appropriations by Department and Major Organizational Unit for the Fiscal Years 2016-2017 and 2017-2018", be approved on Second and Final Reading.

		PROPOSED FY 2016-2017		**PROPOSED FY 2017-2018**	
Description	**Fund**	**Revenue**	**Expenditures**	**Revenue**	**Expenditures**
General Fund	101	14,526,429	14,526,429	13,713,333	13,713,333
Major Street Fund	202	2,085,347	2,085,347	2,868,491	2,868,491
Local Street Fund	203	594,332	592,479	585,136	583,761
Garbage & Rubbish Collection Fund	226	827,036	827,036	832,415	832,415
Community Development Block Grant Fund	252	130,000	130,000	50,000	50,000
Police Special Revenue Fund	265	279	0	251	0
Depot Town DDA Fund	275	91,404	62,736	91,537	62,811
2010 General Obligation Unlimited Tax Ref. Bonds $3.83 M	303	683,280	679,125		
2016 GOLT Bond Refunding	304	852,675	852,675	858,372	858,372
2002 General Obligation Capital Imp. Debt Fund $400,000	316	38,148	38,148	36,555	36,555
2012 UTGO Refunding Bonds	342	677,049	671,413	837,564	831,850
2002B Water & Sewer Debt Fund $485,000 DWRF	364	34,125	34,125	33,375	33,375
Land Revolving Fund	412				
Downtown Development Authority Fund	413	202,713	195,825	200,718	193,830
Capital Improvement Fund	414	1,201,650	1,201,650	276,685	276,685
Economic Development Corporation Fund	415	33,318	33,318	33,717	33,717
2003D WS & S Const. Fund $5.3 M DWRF	469	337,500	337,500	335,438	335,438
2003C Water Supply & Sewage $785,000 DWRF	471	48,500	48,500	47,500	47,500
2004A DDA Construction Fund $995,000	473	85,435	85,435	83,005	83,005

2004B Water Supply & Sew $6.33M DWRF	474	389,228	389,228	387,269	387,269
2006 GO LTD Taxable Capital Refunding $15.74 M	477	13,563	13,563	13,239	13,239
2006 Water Supply & Sewage Refunding $9.895 M	478	441,006	441,006	439,006	439,006
2007 W & S Revenue DWRF $298,702	479	18,957	18,957	18,638	18,638
2008 W & S DISP. REV $434,253	480	27,231	27,231	26,731	26,731
2009 W & S Bonds 7249-01 $260,000	481	7,663	7,663	7,538	7,538
2012 W & S Factory Pump Station $2.9M	482	190,250	190,250	187,250	187,250
2013 W & S Revenue Refunding Bonds $7.49M	483	1,245,900	1,245,900	1,239,600	1,239,600
Water Main DWRF 7320-01	485	29,116	29,116	28,612	28,612
Sidewalk Improvement Fund	495	182,897	182,897	175,385	175,385
Public Transit	588	281,960	281,960	283,594	283,594
Motor Pool Fund	641	1,180,817	1,180,817	1,218,603	1,218,603
Workers Compensation Fund	677	292,776	292,776	202,793	202,793
Fire and Police Pension Fund	732	4,353,897	4,199,952	4,407,570	4,129,420
Retiree Health Care Fund	736	1,465,450	1,465,450	1,572,850	1,572,850
Totals	**All**	**32,569,931**	**32,368,507**	**31,093,053**	**30,771,949**

Further, that in accordance with Section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow transfers between appropriation accounts and within fund totals and within those activities within the control of each department.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Ordinance No.1272

AN ORDINANCE TO ADOPT BUDGET APPROPRIATIONS BY DEPARTMENT AND MAJOR ORGANIZATIONAL UNIT FOR THE FISCAL YEARS 2016 – 2017 AND 2017 – 2018

THE CITY OF YPSILANTI ORDAINS:

1. Pursuant to the City Charter Section 5.06 (a), budget appropriations by department and major organizational unit are hereby approved as recommended by the Administration, as approved by City Council, and as shown below by fund and summary of amendments on June 21, 2016 for the General Fund and other funds.

		PROPOSED FY 2016-2017		PROPOSED FY 2017-2018	
Description	**Fund**	**Revenue**	**Expenditures**	**Revenue**	**Expenditures**
General Fund	101	14,526,429	14,526,429	13,713,333	13,713,333
Major Street Fund	202	2,085,347	2,085,347	2,868,491	2,868,491
Local Street Fund	203	594,332	592,479	585,136	583,761
Garbage & Rubbish Collection Fund	226	827,036	827,036	832,415	832,415
Community Development Block Grant Fund	252	130,000	130,000	50,000	50,000
Police Special Revenue Fund	265	279	0	251	0
Depot Town DDA Fund	275	91,404	62,736	91,537	62,811
2010 General Obligation Unlimited Tax Ref. Bonds $3.83 M	303	683,280	679,125		
2016 GOLT Bond Refunding	304	852,675	852,675	858,372	858,372
2002 General Obligation Capital Imp. Debt Fund $400,000	316	38,148	38,148	36,555	36,555
2012 UTGO Refunding Bonds	342	677,049	671,413	837,564	831,850
2002B Water & Sewer Debt Fund $485,000 DWRF	364	34,125	34,125	33,375	33,375
Land Revolving Fund	412				

Downtown Development Authority Fund	413	202,713	195,825	200,718	193,830
Capital Improvement Fund	414	1,201,650	1,201,650	276,685	276,685
Economic Development Corporation Fund	415	33,318	33,318	33,717	33,717
2003D WS & S Const. Fund $5.3 M DWRF	469	337,500	337,500	335,438	335,438
2003C Water Supply & Sewage $785,000 DWRF	471	48,500	48,500	47,500	47,500
2004A DDA Construction Fund $995,000	473	85,435	85,435	83,005	83,005
2004B Water Supply & Sew $6.33M DWRF	474	389,228	389,228	387,269	387,269
2006 GO LTD Taxable Capital Refunding $15.74 M	477	13,563	13,563	13,239	13,239
2006 Water Supply & Sewage Refunding $9.895 M	478	441,006	441,006	439,006	439,006
2007 W & S Revenue DWRF $298,702	479	18,957	18,957	18,638	18,638
2008 W & S DISP. REV $434,253	480	27,231	27,231	26,731	26,731
2009 W & S Bonds 7249-01 $260,000	481	7,663	7,663	7,538	7,538
2012 W & S Factory Pump Station $2.9M	482	190,250	190,250	187,250	187,250
2013 W & S Revenue Refunding Bonds $7.49M	483	1,245,900	1,245,900	1,239,600	1,239,600
Water Main DWRF 7320-01	485	29,116	29,116	28,612	28,612
Sidewalk Improvement Fund	495	182,897	182,897	175,385	175,385
Public Transit	588	281,960	281,960	283,877	283,877
Motor Pool Fund	641	1,180,817	1,180,817	1,218,603	1,218,603
Workers Compensation Fund	677	292,776	292,776	202,793	202,793
Fire and Police Pension Fund	732	4,353,897	4,199,952	4,407,570	4,129,420
Retiree Health Care Fund	736	1,465,450	1,465,450	1,572,850	1,572,850
Totals	**All**	**32,569,931**	**32,368,507**	**31,093,053**	**30,771,949**

Further, that in accordance with Section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow transfers between appropriation accounts and within fund totals and within those activities within the control of each department.

2. Copies to be available. Copies of the ordinance are available at the office of the City Clerk for inspection by, and distribution to, the public during normal business hours.

3. Publication and effective date: The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published by printing the same in Washtenaw Legal News. 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 21th day of June, 2016.

_____

Frances McMullan, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. _1272___ was published in Washtenaw Legal News on June 6th, 2016 edition.

_____

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 _21th_ day of June, 2016.

_____

Frances McMullan, City Clerk

Revised
Resolution No. 2016 – 147
June 21, 2016

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the proposed ordinance entitled "2016-2017 Tax Levy Ordinance", be approved on Second and Final Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

Revised

Ordinance No. 1273

2016-2017 TAX LEVY ORDINANCE

THE CITY OF YPSILANTI ORDAINS THAT:

A general operating millage rate of 19.0211 mills (.0190211 cents per $1) of the Taxable Value, according to the assessment roll of the last preceding year is approved and authorized; and

The City Clerk is authorized to certify to the City Treasurer and City Assessor the total amount to be levied and restriction for the City of Ypsilanti is:

GENERAL OPERATING	18.9070
POLICE & FIRE PENSION	7.8415
SANITATION	2.7647
STREET IMPROVEMENT (VOTED DEBT 2001 Bonds refunded in 2010)	2.3064
STREET IMPROVEMENT (VOTED DEBT 2003 Bonds)	2.2802
PUBLIC TRANSIT	0.9730
TOTAL	**35.0728**

Made, passed and adopted by the Ypsilanti City Council this 21th day of June, 2016.

_____

Amanda Edmonds, Mayor

_____

Frances McMullan, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 1273 was published in Washtenaw Legal News on the 6th day of June, 2016.

_____

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 _21th_ day of June, 2016.

_____

Frances McMullan, City Clerk

Public Hearing Notice
Publish in Washtenaw Legal News on the 6th day of June, 2016 edition.

TAX MILAGE LEVY
CITY OF YPSILANTI, MICHIGAN

	MILLAGE RATES FY2015-2016	6/2/2016 PROPOSED MILLAGE RATES FY 2016-2017	REVISED FY 2016-2017 MILLAGE RATES DUE TO HEADLEE MILLAGE REDUCTION FRACTION	CHANGE
GENERAL OPERATING	19.0211	19.0211	18.9070	-0.1141
POLICE & FIRE PENSION	7.5411	7.8415	7.8415	0.0000
SANITATION	2.7814	2.7814	2.7647	-0.0167
STREET IMPROVEMENT 2001 BONDS	2.3236	2.3064	2.3064	0.0000
STREET IMPROVEMENT 2003 BONDS	2.2551	2.2802	2.2802	0.0000
PUBLIC TRANSIT	0.9789	0.9789	0.9730	-0.0059
TOTAL	34.9012	35.2095	35.0728	-0.1367

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City of Ypsilanti

Budget for Professional Development & Membership and Dues

Row Labels	Department	ACCOUNT DECRIPTION	Actual as of May 31,2016	Amended #2 15-16	Budget 16-17	Budget 17-18
864-01						
101-7-1010-864-01	CITY COUNCIL	CONFERENCES AND WORKSHOPS	(4,145)	(4,000)	(4,000)	(4,000)
101-7-2700-864-01	HUMAN RESOURCES	CONFERENCES AND WORKSHOPS	(1,248)	(1,500)	(1,500)	(1,500)
864-01 Total			**(5,393)**	**(5,500)**	**(5,500)**	**(5,500)**
864-02			0			
101-7-1720-864-02	CITY MANAGER	PROFESSIONAL DEVELOPMENT	(438)	(500)	(2,500)	(500)
101-7-1910-864-02	FINANCE	PROFESSIONAL DEVELOPMENT	(2,936)	(3,200)	(3,000)	(3,000)
101-7-2150-864-02	CLERK	PROFESSIONAL DEVELOPMENT	(933)	(2,500)	(3,800)	(3,000)
101-7-2530-864-02	TREASURY	PROFESSIONAL DEVELOPMENT	0	(500)	(500)	(500)
101-7-2700-864-02	HUMAN RESOURCES	PROFESSIONAL DEVELOPMENT	0	(4,000)	(11,500)	(11,500)
101-7-3070-864-02	POLICE	PROFESSIONAL DEVELOPMENT	(11,000)	(13,000)	(16,000)	(16,000)
101-7-3370-864-02	FIRE ADMIN	PROFESSIONAL DEVELOPMENT	(1,802)	(1,500)	(3,000)	(3,000)
101-7-3390-864-02	FIRE SUPPRESSION	PROFESSIONAL DEVELOPMENT	(2,542)	(2,500)	(5,000)	(5,000)
101-7-3710-864-02	BUILDING	PROFESSIONAL DEVELOPMENT	(148)	(200)	(1,000)	(1,000)
101-7-4410-864-02	DPS	PROFESSIONAL DEVELOPMENT	(1,733)	(2,500)	(2,500)	(2,500)
101-7-7210-864-02	PLANNING	PROFESSIONAL DEVELOPMENT	(4,546)	(5,000)	(5,000)	(5,000)
864-02 Total			**(26,077)**	**(35,400)**	**(53,800)**	**(51,000)**
958-00			0			
101-7-1010-958-00	CITY COUNCIL	MEMBERSHIPS AND DUES	(18,581)	(23,000)	(23,000)	(23,000)
101-7-1720-958-00	CITY MANAGER	MEMBERSHIPS AND DUES	(1,179)	(1,200)	(1,200)	(1,200)
101-7-1910-958-00	FINANCE	MEMBERSHIPS AND DUES	(1,564)	(1,750)	(1,750)	(1,750)
101-7-2150-958-00	CLERK	MEMBERSHIPS AND DUES	(50)	(650)	(650)	(650)
101-7-2530-958-00	TREASURY	MEMBERSHIPS AND DUES	0	(20)	(20)	(20)
101-7-2700-958-00	HUMAN RESOURCES	MEMBERSHIPS AND DUES	(1,210)	(1,200)	(1,200)	(1,200)
101-7-3050-958-00	POLICE ADMIN	MEMBERSHIPS AND DUES	(1,310)	(1,850)	(2,000)	(2,000)
101-7-3370-958-00	FIRE	MEMBERSHIPS AND DUES	(1,725)	(2,000)	(2,000)	(2,000)
101-7-3710-958-00	BUILDING	MEMBERSHIPS AND DUES	0	(350)	(350)	(350)
101-7-4410-958-00	DPS	MEMBERSHIPS AND DUES	(274)	(1,500)	(1,500)	(1,500)
101-7-7210-958-00	PLANNING	MEMBERSHIPS AND DUES	(1,065)	(1,500)	(1,500)	(1,500)
101-7-8030-958-00	HISTORIC DISTRICT	MEMBERSHIP AND DUES	0	(150)	(150)	(150)
958-00 Total			**(26,958)**	**(35,170)**	**(35,320)**	**(35,320)**
Grand Total			**(58,428)**	**(76,070)**	**(94,620)**	**(91,820)**

S:\BUDGET 2016-2017\100. Council Request 16-17\[Membership, Professional Dev & Training.xlsx]Budget

City of Ypsilanti
Professional Development; Membership and Dues

Description	Amount as of 6/8/2016
Membership and Dues	
City Council	
Aerothropolis Development Corportation	5,000
Huron River Watershed Council	1,788
International Institute of Municipal Clerks	155
International League of Cities, Inc.	225
Michigan Municipal Leaque	8,080
Michigan Recreation and Park Association	480
National Recreation and Parks Association	600
SEMCOG	2,253
City Council Total	**18,581**
City Manager	
International Council of Shopping Centers, Inc	100
International County Management Association	794
State Bar of Michigan	285
City Manager Total	**1,179**
Clerk	
Michigan Municipal Treasurer's Association	50
Clerk Total	**50**
DPS	
APWA	274
DPS Total	**274**
Finance	
American Payroll Institute, Inc.	219
Government Finance Officers Association	705
Institute of Management Accountants	220
Michigan CPA License	200
Michigan Government Finance Officers Association	220
Finance Total	**1,564**
Fire Administration	
Michigan Association of Fire Chiefs	85
Michigan Fire Inspectors Society	40
Washtenaw Area Mutual Aid Association	600
Washtenaw County Hazmat Authority	1,000
Fire Administration Total	**1,725**
Human Resources	
HR Software Training	150
International County Management Association	480
IPMA-HR	315
Michigan Public Employer Labor Relations Association	75
Society of HR Management	190

Human Resources Total	**1,210**
Planning	
APA Membership	495
CEDAM	250
International Council of Shopping Centers, Inc	50
Michigan Econ Dev Association	270
Planning Total	**1,065**
Police Administration	
FBI National Academy Association	85
IACP Net Service Access	875
International Association of Chiefs	150
LERMA, Inc	45
Michigan Association of Police	115
Southeast Michigan Association of Chiefs of Police	40
Police Administration Total	**1,310**
Membership and Dues Total	**26,958**
Professional Development	
Buidling Inspection	**148**
City Managers	**438**
Clerk	
Professional Development	933
Clerk Total	**933**
DPS	
Professional Development	1,733
DPS Total	**1,733**
Finance	
Professional Development	2,936
Finance Total	**2,936**
Fire Administration	
Professional Development	1,802
Fire Administration Total	**1,802**
Fire Suppression	**2,542**
Planning	
Professional Development	4,546
Planning Total	**4,546**
Police Administration	
Professional Development	11,000
Police Administration Total	**11,000**
Professional Development Total	**26,077**
Conference and Workshops	
City Council	
(blank)	4,145
City Council Total	**4,145**
Human Resources	
MERS	1,248
Human Resources Total	**1,248**
Conference and Workshops Total	**5,393**

Grand Total	**58,428**

S:\BUDGET 2016-2017\Budget Legislation\[Membership, Professional Dev & Training.xlsx]Actual

City of Ypsilanti
Parkridge Community Center
Revenue and Expense Report

Row Labels	ACTUAL 13-14	ACTUAL 14-15	BUDGET 15-16	BUDGET 16-17	BUDGET 17-18
REVENUE					
PARKRIDGE REVENUE	32,425.81	35,478.00	0.00	11,000.00	11,000.00
REVENUE Total	**32,425.81**	**35,478.00**	**0.00**	**11,000.00**	**11,000.00**
EXPENSE					
TEMPORARY WAGES	(24,022.50)	(22,865.00)	(26,440.00)	(26,440.00)	(26,440.00)
WORKERS COMPENSATION	0.00	(223.00)	(397.00)	(397.00)	(397.00)
SOCIAL SECURITY & MEDICARE	(1,837.71)	(1,749.00)	(2,023.00)	(2,023.00)	(2,023.00)
CONTRACTUAL SERVICES	0.00	(593.00)	(600.00)	(600.00)	(600.00)
JANITORIAL SERVICE	(5,040.00)	(4,620.00)	(10,368.00)	(10,368.00)	(10,368.00)
OFFICE SUPPLIES	(189.71)	0.00	(130.00)	(130.00)	(130.00)
OPERATING SUPPLIES	(1,273.91)	(1,479.00)	(1,500.00)	(1,500.00)	(1,500.00)
PUBLIC UTILITIES	(15,093.16)	(13,902.00)	(11,250.00)	(11,250.00)	(11,250.00)
TELEPHONE	(3,324.00)	(3,883.00)	(4,800.00)	(4,800.00)	(4,800.00)
TRAVEL	(2,520.00)	(2,520.00)	(2,520.00)	(2,520.00)	(2,520.00)
EXPENSE Total	**(53,300.99)**	**(51,834.00)**	**(60,028.00)**	**(60,028.00)**	**(60,028.00)**
Sudsidized by the City	**(20,875.18)**	**(16,356.00)**	**(60,028.00)**	**(49,028.00)**	**(49,028.00)**

TOTAL SUBSIDY FROM THE CITY

Row Labels	ACTUAL 13-14	ACTUAL 14-15	BUDGET #2 15-1(	BUDGET 16-17	BUDGET 17-18
50% JANITORIAL & UTILITIES	(10,066.60)	(9,261.00)	(10,809.00)	(10,809.00)	(10,809.00)
3 MONTHS OPERATING SUPPORT	(10,808.58)	(7,095.00)	(12,304.75)	(12,304.75)	(12,304.75)
SUBSIDIZED BY CITY FOR OPERATIONS	(20,875.18)	(16,356.00)	(23,113.75)	(23,113.75)	(23,113.75)
ADDITIONAL EXPENSES PAID BY THE CITY:					
BUILDING INSURANCE	(972.00)	(1,022.00)	(2,112.00)	(2,154.24)	(2,197.32)
BUILDING MAINTENANCE			(16,678.84)	(1,000.00)	(1,500.00)
BOOKEEPING SERVICE	0.00	0.00	0.00	0.00	0.00
TOTAL SUBSIDY FROM THE CITY	**(21,847.18)**	**(17,378.00)**	**(41,904.59)**	**(26,267.99)**	**(26,811.07)**

S:\BUDGET 2016-2017\100. Council Request 16-17\PCC\[PCC Trend.xlsx]PCC

City of Ypsilanti
Rutherfod Pool
Revenue and Expense Report

Row Labels	ACTUAL 13-14	ACTUAL 14-15	BUDGET #2 15-16	BUDGET 16-17	BUDGET 17-18
REVENUE					
R. POOL PERSONNEL O/H REIMB	16,560.13	48,052.00	58,676.00	50,180.00	50,229.00
REVENUE Total	**16,560.13**	**48,052.00**	**58,676.00**	**50,180.00**	**50,229.00**
EXPENSE					
TEMPORARY WAGES	(12,391.59)	(44,178.00)	(50,305.00)	(42,662.00)	(42,662.00)
SOCIAL SECURITY & MEDICARE	(947.96)	(3,380.00)	(3,847.00)	(3,264.00)	(3,264.00)
WORKERS COMPENSATION	0.00	(429.00)	(838.00)	(640.00)	(640.00)
CONTRACTUAL SERVICES-BOOKEEPING	(3,220.58)	(65.00)	(3,480.00)	(3,408.00)	(3,458.00)
OPERATING SUPPLIES	0.00	0.00	(206.00)	(206.00)	(205.00)
CONTRIBUTION TO R. POOL		(20,154.00)	(10,000.00)	(10,000.00)	0.00
EXPENSE Total	**(16,560.13)**	**(68,206.00)**	**(68,676.00)**	**(60,180.00)**	**(50,229.00)**
Subsidized by the City	**0.00**	**(20,154.00)**	**(10,000.00)**	**(10,000.00)**	**0.00**
ADDITIONAL EXPENSES PAID BY THE CITY:					
BUILDING INSURANCE	(488.00)	(513.00)	(1,061.00)	(1,082.22)	(1,103.86)
TOTAL SUBSIDY FROM CITY	**(488.00)**	**(20,667.00)**	**(11,061.00)**	**(11,082.22)**	**(1,103.86)**

City of Ypsilanti
Senior Center
Revenue and Expense Report

Row Labels	ACTUAL 13-14	ACTUAL 14-15	BUDGET #2 15-16	BUDGET 16-17	BUDGET 17-18
REVENUE					
DONATIONS & RENTAL	45,971.33	36,984.70	34,853.00	44,853.00	44,853.00
REVENUE Total	**45,971.33**	**36,984.70**	**34,853.00**	**44,853.00**	**44,853.00**
EXPENSE					
TEMPORARY WAGES	(24,391.23)	(22,737.32)	(24,067.00)	(24,067.00)	(24,067.00)
WORKERS COMPENSATION	0.00	(279.97)	(361.00)	(361.00)	(361.00)
SOCIAL SECURITY & MEDICARE	(1,865.93)	(1,323.59)	(1,841.00)	(1,841.00)	(1,841.00)
CONTRACTUAL SERVICES	(4,990.83)	(2,638.50)	(1,000.00)	(1,000.00)	(1,000.00)
REPAIR & MAINTENANCE SUPPLY	(5,700.95)	(250.00)	(5,600.00)	(5,500.00)	(5,500.00)
TELEPHONE	(3,421.14)	(2,501.37)	(3,320.00)	(3,570.00)	(3,570.00)
OPERATING SUPPLIES	0.00	(342.21)	(500.00)	(500.00)	(500.00)
PUBLIC UTILITIES*	(5,420.38)	(5,146.35)	(6,828.00)	(6,828.00)	(6,828.00)
JANITORIAL SERVICE*	(5,782.11)	(8,677.13)	(9,500.00)	(9,500.00)	(9,500.00)
EXPENSE Total	**(51,572.57)**	**(43,896.44)**	**(53,017.00)**	**(53,167.00)**	**(53,167.00)**
Subsidized by the City	**(5,601.24)**	**(6,911.74)**	**(18,164.00)**	**(8,314.00)**	**(8,314.00)**

TOTAL SUBSIDY FROM THE CITY

Row Labels	ACTUAL 13-14	ACTUAL 14-15	BUDGET #2 15-16	BUDGET 16-17	BUDGET 17-18
50% JANITORIAL & UTILITIES	(5,601.25)	(6,911.74)	(8,164.00)	(8,164.00)	(8,164.00)
COUNCIL APPROVED ADDT'L SUBSIDY	0.00	0.00	(10,000.00)		
SUBSIDIZED BY CITY FOR OPERATIONS	(5,601.25)	(6,911.74)	(18,164.00)	(8,164.00)	(8,164.00)
ADDITIONAL EXPENSES PAID BY THE CITY:					
BUILDING INSURANCE	(546.00)	(574.00)	(1,186.00)	(1,209.72)	(1,233.91)
BUILDING MAINTENANCE			(400.00)	(408.00)	(416.16)
BOOKKEEPING SERVICE	0.00	0.00	0.00	0.00	0.00
TOTAL SUBSIDY FROM THE CITY	**(6,147.25)**	**(7,485.74)**	**(19,750.00)**	**(9,781.72)**	**(9,814.07)**

S:\BUDGET 2016-2017\100. Council Request 16-17\Senior Center\[Senior Center Trend.xlsx]SENIOR CTR

City of Ypsilanti
Freighthouse
Revenue and Expense Report

Revenue	**FY 14-15**	**FY 15-16**	**Total**
ELG Contribution		25,000.00	25,000.00
Friends of the Freighthouse Contribtuion		50,000.00	50,000.00
Transfer from GF-Energy Efficiency		40,000.00	40,000.00
			-
Expenses			-
Freighthouse Improvements	(10,000.00)	(248,779.00)	(258,779.00)
			-
City Share	(10,000.00)	(133,779.00)	(143,779.00)
Additional expenses paid by the City:			
Building Insurance	(574.00)	(1,194.00)	
Total Subsidy from the City	(10,574.00)	(134,973.00)	(143,779.00)

S:\BUDGET 2016-2017\100. Council Request 16-17\FREIGHTHOUSE\[Freighthouse.xlsx]SENIOR CTR

MERS Total Market Portfolio

Defined Contribution Plan, Hybrid Plan (Part II), Health Care Savings Program, and 457 Program

Total Fund Assets: **$8.9 billion**

Fund Category: **Asset Allocation**

Total Annual Operating Expense: **0.72%***

Objective

The MERS Total Market Portfolio is a fully diversified portfolio combining traditional stocks and bonds with alternative asset classes including real estate, private equity, and commodities. The objective is to provide current income and capital appreciation while minimizing the volatility of the capital markets.

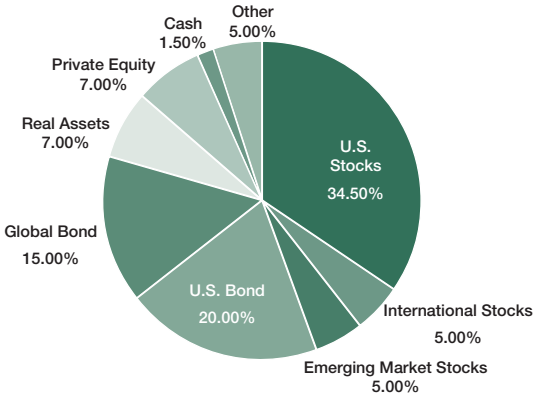
Portfolio Management

MERS manages the asset allocation and monitors the underlying investment managers of the MERS Total Market Portfolio.

* Fee and Expense Information

MERS Operating Costs: Costs to run the day-to-day operations of the plan, which include legal, accounting, auditing, compliance, printing, and overhead costs.	0.20%
Custody and Recordkeeping Costs: Costs related to bookkeeping, settling trade activity, and holding assets in custody at a bank.	0.15%
Investment Management Expense: All costs incurred in the overall management of the fund. The Investment Management Expense varies based on the level of assets. As assets increase, the Investment Management Expense is expected to decline.	0.37%
Total Annual Operating Expense: **The Total Annual Operating Expense reduces the rate of return of the fund. A Total Annual Operating Expense of 0.72% means that for every $1,000 invested in the MERS Total Market Portfolio, a participant is charged $7.20 in fees a year.**	**0.72%**

Target Asset Allocation



Actual Asset Breakdown (as of March 31, 2016)

U.S. Stock	35.6%
International Stock	10.8%
Emerging Market Stock	6.7%
U.S. Bond	12.5%
Global Bond	6.3%
Real Assets	11.2%
Private Equity	6.2%
Cash	2.1%
Other	8.6%

Fund Restrictions

A 2.00% redemption fee is charged for shares sold within 90 days of purchase. The charge is applied on a first-in, first-out basis.

Performance Information (as of March 31, 2016)

	Quarter	Year to Date	1 Year	3 Years	5 Years	10 Years	Performance by year 2012	2013	2014	2015
MERS Total Market Portfolio	0.88%	0.88%	-1.96%	4.84%	5.51%	4.60%	10.61%	14.48%	6.26%	-1.33%
Custom Benchmark*	2.32%	2.32%	-1.08%	3.77%	4.86%	4.74%	11.43%	14.36%	2.74%	-2.33%
Standard Deviation	--	--	6.87%	5.76%	6.93%	8.85%	6.62%	4.93%	4.94%	5.77%

Returns are presented Net of the Total Annual Operating Expense. Returns for periods greater than one year are annualized.

Return information prior to December 31, 2007 is linked with the returns of the MERS Defined Benefit Portfolio as the MERS Total Market Portfolio utilizes the same strategy. The returns from the MERS Defined Benefit Portfolio are Net of Investment Management Expenses only.

Past performance is no guarantee of future results. Current performance may be higher or lower. Investment returns and values will fluctuate, and shares when redeemed, may be worth more or less than their original cost. Please visit the MERS website at www.mersofmich.com for more recent performance information.

*Custom Benchmark: 1/1/2014 - Present: 65.0% MSCI ACWI IMI Net and 35.0% Barclays Global Aggregate. Prior to 1/1/2014: 3% 91 T-Bill, 5% DJ-UBS Commodity, 30% BC AGG, 5% Bank of America ML HY Master II, 20% S&P 500, 15% Russell 2000, 5% Russell Microcap, 5% MSCI EAFE NET, 5% MSCI EMF NET, 7% MERS Custom Real Estate-Lagged.

Standard Deviation measures the distribution of returns around the average return. The more spread apart the data, the higher the deviation.

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MERS, as a govermental plan, is exempted by state and federal law from registration with the SEC. The MERS Funds consist of a portfolio of assets managed in a separate account in a collective trust, specifically for MERS Plans. Unlike a mutual fund, only the participants in a MERS Plan can invest in the MERS Funds. Because the MERS Funds are not mutual funds, a prospectus is not available.

This summary is designed to provide descriptive information only. Investors should research all possible investment choices. Please make independent investment decisions carefully and seek the assistance of independent experts where appropriate. We recommend investors define their goals, risk tolerance, time horizon, and investment objectives to determine whether this fund is appropriate for you. Please make independent investment decisions carefully and seek the assistance of independent experts where appropriate.

State Street Bank and Trust, as the custodian for the MERS Funds, calculates the unit value as of the close of business each day. The MERS Funds invest in a broad selection of securities. Some securities may not be priced daily or prices may be determined on a delayed basis. These securities are reflected in the unit value of the fund at their most recent market value adjusted for interim cash flows.

MERS Funds are constructed utilizing several underlying investment strategies within a particular asset class. Consequently, a fund's asset allocation may vary over time as a result of underlying manager activity.

Funds are subject to investment risks from a number of sources, including the management style of the fund and market volatility. Markets are volatile and can rise or decline significantly in response to company, political, regulatory, market or economic developments. A fund's total return, like securities prices generally, will fluctuate within a wide range. As a result, an investor could lose money over short or even long periods. Funds are also subject to investment-related risk, which is the chance that returns from companies invested in by the fund will trail returns from other asset classes or the overall market.

MERS has made every effort to ensure that the information provided is accurate and up to date. For more information about this fund, please contact the MERS Service Center at 800.767.MERS (6377) or visit www.mersofmich.com.

CITY OF YPSILANTI
FUND BALANCE BY FUND AS OF 6/30/2016

Fund	**101**	**202**	**203**	**265**	**303**	**342**	**414**	**415**	**477**	**482**	**483**
Beginning Fund Balance	**8,184,183**	**1,913,082**	**896,441**	**81,533**	**59,299**	**91,344**	**483,506**	**135,119**	**2,077,722**	**825,582**	**1,828,725**
Projected Revenues	**13,871,930**	**2,593,131**	**530,311**	**16,666**	**702,894**	**686,860**	**1,940,325**	**4,069**	**4,155,181**	**189,074**	**1,257,117**
Projected Expenditures	**(16,756,256)**	**(2,711,824)**	**(532,242)**	**(2,066)**	**(684,925)**	**(664,765)**	**(2,373,831)**	**(104,660)**	**(4,332,603)**	**(189,074)**	**(1,257,117)**
Excess Revenues (Deficit)	**(2,884,326)**	**(118,693)**	**(1,931)**	**14,600**	**17,969**	**22,095**	**(433,506)**	**(100,591)**	**(177,422)**	**-**	**-**
Projected Fund Balance as of 6/30/16	**5,299,857**	**1,794,389**	**894,510**	**96,133**	**77,268**	**113,439**	**50,000**	**34,528**	**1,900,300**	**825,582**	**1,828,725**
Nonspendable:											
Prepaid Items	156,049										
Inventory	153,631										
Land Held for Resale	38,644								1,900,300		
Sub-total	348,324	-	-	-	-	-	-	-	1,900,300	-	-
Restricted:											
Major & Local Streets		1,794,389	894,510								
Drug Enforcement				96,133							
Public Transportation											
Debt Service					77,268	113,439				825,582	1,828,725
F & P Pension											
F & P OPEB											
Sub-total		1,794,389	894,510	96,133	77,268	113,439	-	-	-	825,582	1,828,725
Committed:											
Water Street Debt Payment	542,663										
Active Employees Cumulative Benefits	953,283										
Energy Efficiency and Conservation Project	329,816										
Peninsular Dam Inspection and Study Project	80,300										
MDNR 2011-Recreation Passport	10,000										
Park Capital Improvements	15,264										
Sidewalks & Ramps											
General Retirees OPEB											
Sub-total	1,931,326	-	-	-	-	-	-	-	-	-	-
Unassigned	3,020,207						50,000	34,528			
Total Fund Balance 6/30/2016	5,299,857	1,794,389	894,510	96,133	77,268	113,439	50,000	34,528	1,900,300	825,582	1,828,725

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CITY OF YPSILANTI
FUND BALANCE BY FUND AS OF 6/30/2016

Fund	495	588	641	677	732	736	Grand Total
Beginning Fund Balance	**269,755**	**28,317**	**2,155,312**	**406,956**	**30,403,804**	**1,312,329**	
Projected Revenues	**96,834**	**284,013**	**738,956**	**178,586**	**5,331,863**	**1,469,894**	
Projected Expenditures	**(156,752)**	**(284,013)**	**(940,910)**	**(235,796)**	**(4,653,233)**	**(1,355,950)**	
Excess Revenues (Deficit)	**(59,918)**	**-**	**(201,954)**	**(57,210)**	**678,630**	**113,944**	
Projected Fund Balance as of 6/30/16	**209,837**	**28,317**	**1,953,358**	**349,746**	**31,082,434**	**1,426,273**	**47,964,696**
Nonspendable:							
Prepaid Items							156,049
Inventory							153,631
Land Held for Resale							1,938,944
Sub-total	-	-	-	-	-	-	2,248,624
Restricted:							
Major & Local Streets							2,688,899
Drug Enforcement							96,133
Public Transportation		28,317					28,317
Debt Service							2,845,014
F & P Pension					31,082,434	1,047,689	32,130,123
F & P OPEB							-
Sub-total	-	28,317	-	-	31,082,434	1,047,689	37,788,486
Committed:							
Water Street Debt Payment							542,663
Active Employees Cumulative Benefits							953,283
Energy Efficiency and Conservation Project							329,816
Peninsular Dam Inspection and Study Project							80,300
MDNR 2011-Recreation Passport							10,000
Park Capital Improvements							15,264
Sidewalks & Ramps	209,837						209,837
General Retirees OPEB						378,584	378,584
Sub-total	209,837	-	-	-	-	378,584	2,519,747
Unassigned			1,953,358	349,746			5,407,839
Total Fund Balance 6/30/2016	209,837	28,317	1,953,358	349,746	31,082,434	1,426,273	47,964,696

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REVISED GENERAL FUND (101)
BUDGET AMENDMENTS FOR COUNCIL MEETING 6/7/2016
FY 2015-16, FY 2016-17, & FY 2017-18
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ACCOUNT NAME	FY	ACCOUNT #	FROM	TO	BUDGET INCREASE (DECEASE)	NET CHANGES FY 2015-16 CA	NET CHANGES FY 2016-17 C1	NET CHANGES FY 2017-18 C2
UNADUSTED FUND BALANCE APPROPRIATION		**101-4-0000-699-91**				**3,097,003.00**	**1,130,833.00**	**645,325.00**
CURRENT PROPERTY TAX	2016-17	101-4-0000-402-00	(5,498,532)	(5,465,549)	32,983.00		32,983.00	
CURRENT PROPERTY TAX	2017-18	101-4-0000-402-00	(5,536,000)	(5,502,792)	33,208.00			33,208.00
SALE OF CITY PROPERTY-ADDT'L	2017-18	101-4-0000-673-00	-	(75,000.00)	(75,000.00)			(75,000.00)
MTT ADJUSTMENTS	2015-16	101-4-0000-694-01	-	(152,382.00)	(152,382.00)	(152,382.00)		
APPRECIATION IN FAIR VALUE ADJUSTMENT	2015-16	101-4-1910-666-01	(40,000.00)	(10,000.00)	30,000.00	30,000.00		
PARKING TICKET REVENUE-ADDT'L	2015-16	101-4-3110-656-00	(68,000.00)	(80,000.00)	(12,000.00)	(12,000.00)		
CHESAPEAK BUILDING PERMIT	2015-16	101-4-3710-461-00	(185,000.00)	(110,000.00)	75,000.00	75,000.00		
DECREASE IN CERTIFICATE OF COMPLIANCE	2015-16	101-4-3710-461-00	(115,000.00)	(112,000.00)	3,000.00	3,000.00		
CTAP2-AFRICAN HERITAGE	2016-17	101-4-7210-674-01	-	(20,000.00)	(20,000.00)		(20,000.00)	
R. POOL PERSONNEL & OH REIMBURSEMENT	2016-17	101-4-7530-653-01	(50,180.00)	(60,180.00)	(10,000.00)		(10,000.00)	
TOTAL REVENUE ADJUSTMENTS						**(56,382.00)**	**2,983.00**	**(41,792.00)**
20-25% HEALTHCARE PREMIUM EE SHARE	2016-17	101-7-0000-714-07	(151,887.00)	(197,875.00)	(45,988.00)		(45,988.00)	
20-25% HEALTHCARE PREMIUM EE SHARE	2017-18	101-7-0000-714-07	(152,454.00)	(207,720.00)	(55,266.00)			(55,266.00)
HEALTHCARE ADJUSTMENTS	2015-16	101-7-0000-714-08	620,209.00	673,378.00	53,169.00	53,169.00		
STIPEND-Savage	2015-16	101-7-1720-706-00	4,000.00	4,000.00	-	-		
STIPEND-Savage	2015-16	101-7-1720-706-00	1,000.00	500.00	(500.00)	(500.00)		
REDUCE CITY MANAGER OFFICE TEMPORARY WAGES	2017-18	101-7-1720-707-00	26,260.00	14,260.00	(12,000.00)			(12,000.00)
PART TIME & iNTERN HOURS INCREASED FROM 20 TO 26 HOURS	2016-17	101-7-1910-706-00	330,769.00	342,859.00	12,090.00		12,090.00	
PART TIME & iNTERN HOURS INCREASED FROM 20 TO 26 HOURS	2017-18	101-7-1910-707-00	319,763.00	331,405.00	11,642.00			11,642.00
HEALTHCARE WAIVER ADJUSTMENT	2015-16	101-7-1910-714-16	3,000.00	4,000.00	1,000.00	1,000.00		
STIPEND-McMullan	2015-16	101-7-2150-706-01	3,057.00	-	(3,057.00)	(3,057.00)		
STIPEND-McMullan	2016-17	101-7-2150-706-01	3,057.00	-	(3,057.00)		(3,057.00)	
STIPEND-McMullan	2017-18	101-7-2150-706-01	3,057.00	-	(3,057.00)			(3,057.00)
NEW OT RULE EFFECTIVE 12/1/16-Hellenga	2016-17	101-7-2150-709-00		3,500.00	3,500.00		3,500.00	
NEW OT RULE EFFECTIVE 12/1/16-Hellenga	2017-18	101-7-2150-709-00	-	3,500.00	3,500.00			3,500.00
CITY HALL PARKING LOT WALL INVESTIGATION & REPAIR	2015-16	101-7-2650-818-02		1,500.00	1,500.00	1,500.00		
CITY HALL PARKING LOT WALL INVESTIGATION & REPAIR	2016-17	101-7-2650-818-02		25,000.00	25,000.00		25,000.00	
UNDERGROUND GAS STORAGE TANK-DPS	2016-17	101-7-2650-818-03	36,000.00	186,000.00	150,000.00		150,000.00	
TRIDGE INVESTIGATION & REPAIR	2015-16	101-7-2650-818-03		1,000.00	1,000.00	1,000.00		
TRIDGE INVESTIGATION & REPAIR	2016-17	101-7-2650-818-03		20,000.00	20,000.00		20,000.00	
DPS YARD PAVING	2017-18	101-7-2650-818-03		30,000.00	30,000.00			30,000.00
ENERGY EFFICIENCY MISC PROJECT	2016-17	101-7-2651-818-00	-	2,000.00	2,000.00		2,000.00	
ENERGY EFFICIENCY MISC PROJECT	2017-18	101-7-2651-818-00	-	1,500.00	1,500.00			1,500.00
STIPEND-Holsinger	2015-16	101-7-3050-706-00	4,000.00	4,000.00	-	-		
STIPEND-Holsinger	2015-16	101-7-3050-706-00	1,000.00	500.00	(500.00)	(500.00)		
BUILDING CODE OFFICER PT- WAGES & FRINGES	2016-17	101-7-3110-???-??	34,217.57		(34,217.57)		(34,217.57)	
BUILDING CODE OFFICER PT- WAGES & FRINGES	2017-18	101-7-3110-???-??	32,847.63		(32,847.63)			(32,847.63)
COMPLIANCE INSPECTOR- WAGES & FRINGES	2016-17	101-7-3710-???-??		65,949.12	65,949.12		65,949.12	
COMPLIANCE INSPECTOR- WAGES & FRINGES	2017-18	101-7-3710-???-??		61,880.59	61,880.59			61,880.59
STIPEND-Daniels	2015-16	101-7-3710-706-00	2,617.00	-	(2,617.00)	(2,617.00)		
STIPEND-Daniels	2016-17	101-7-3710-706-00	2,617.00	-	(2,617.00)		(2,617.00)	
STIPEND-Daniels	2017-18	101-7-3710-706-00	2,617.00	-	(2,617.00)			(2,617.00)
STIPEND-McMullan & Daniels	2015-16	101-7-3730-706-01	1,964.00	5,674.00	3,710.00	3,710.00		
STIPEND-McMullan & Daniels	2016-17	101-7-3730-706-01	2,619.00	5,674.00	3,055.00		3,055.00	
STIPEND-McMullan & Daniels	2017-18	101-7-3730-706-01	2,619.00	5,674.00	3,055.00			3,055.00
NEW OT RULE EFFECTIVE 12/1/16-Kochanek	2016-17	101-7-7210-709-00	-	1,500.00	1,500.00		1,500.00	

REVISED GENERAL FUND (101)								
BUDGET AMENDMENTS FOR COUNCIL MEETING 6/7/2016								
FY 2015-16, FY 2016-17, & FY 2017-18								
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ACCOUNT NAME	**FY**	**ACCOUNT #**	**FROM**	**TO**	**BUDGET INCREASE (DECEASE)**	**NET CHANGES FY 2015-16 CA**	**NET CHANGES FY 2016-17 C1**	**NET CHANGES FY 2017-18 C2**
NEW OT RULE EFFECTIVE 12/1/16-Kochanek	2017-18	101-7-7210-709-00	-	1,500.00	1,500.00			1,500.00
CTAP2-AFRICAN HERITAGE	2016-17	101-7-7210-818-05	-	22,000.00	22,000.00		22,000.00	
FENCE FOR WATER STREET	2016-17	101-7-9670-999-05	48,500.00	128,500.00	80,000.00		80,000.00	
TRANSFER OUT TO CAPITAL IMP	2015-16	101-7-9670-999-13	340,804.00	360,804.00	20,000.00	20,000.00		
REDUCE PAY DOWN BY $230,000 ($700,000-$470,000)	2015-16	101-7-9670-999-23	3,912,289.00	3,682,289.00	(230,000.00)	(230,000.00)		
BOND PAYMENT-BALANCE OF UNREFUNDED DEBT-PRORATED	2016-17	101-7-9670-999-23	-	13,563.00			13,563.00	
BOND PAYMENT-BALANCE OF UNREFUNDED DEBT-PRORATED	2017-18	101-7-9670-999-23	-	13,239.00				13,239.00
TOTAL EXPENDITURE ADJUSTMENTS						**(156,295.00)**	**312,777.55**	**20,528.96**
TOTAL CHANGES						**(212,677.00)**	**315,760.55**	**(21,263.04)**
ADJUSTED FUND BALANCE APPROPRIATION		**101-4-0000-699-91**				**2,884,326.00**	**1,446,593.55**	**624,061.96**
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Resolution No. 2016 - 147
June 21, 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: