



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, June 6, 2023 @ 6:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[VIRTUAL MEETING](#)**

Page

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

- A. 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.

IV. AGENDA APPROVAL

V. CLOSED SESSION 6:00 PM - 6:30 PM

- A. Closed Session - MCL 15.268 (e) to discuss pending litigation City of Ypsilanti v Anderson.

VI. PUBLIC COMMENT (3 MINUTES)

VII. WORK SESSION

4 - 23

- A. Water Street - Environmental Site Characterization, Targeted Soil Removal, and Future Development - AKT Peerless and Carlisle Wortman
[Presentation](#)

24 - 43

- B. Resolution No. 2023-100, approving a a contract with AKT Peerless for services needed for the development of Water Street.
[2023-100 - Pdf](#)

VIII. CONSENT AGENDA

44

- A. Resolution No. 2023-101, approving the Consent Agenda.
[2023-101 - Pdf](#)

45 - 55

- B. Resolution No. 2023-102, approving the minutes of May 16, 2023.
[2023-102 - Pdf](#)

56 - 83

- C. Resolution No. 2023-103, approving a CLEMIS/IT agreement with Oakland County.
[2023-103 - Pdf](#)

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- 84 - 86** A. Resolution No. 2023-104, approving Ordinance 1411, An Ordinance entitled, "2023-2024 Tax Levy Ordinance" **(Second Reading)**
[2023-104 - Pdf](#)
- 87 - 98** B. Resolution No. 2023-105, approving Ordinance 1412, An Ordinance entitled, "An Ordinance to Amend Budget Appropriations by Department and major Organizational Unit for FY 2022-2023 & FY 2023-2024". **(Second Reading)**
[2023-105 - Pdf](#)
- 99 - 103** C. Resolution No. 2023-106, approving adjustments to the towing contract and fee schedule with Wall Street Towing.
[2023-106 - Pdf](#)

X. BOARD AND COMMISSION - LIAISON REPORTS

1. Police Advisory Commission.
2. Human Relations Commission.
3. Arts Commission.
4. Parks and Recreation Commission.
5. Sustainability Commission.
6. Historic District Commission.
7. Planning Commission.
8. Zoning Board of Appeals

XI. LIAISON REPORTS

1. SEMCOG Update
2. Washtenaw Area Transportation Study
3. Urban County
4. Ypsilanti Downtown Development Authority
5. Friends of Rutherford Pool
6. Bicentennial Committee

XII. COUNCIL PROPOSED BUSINESS

XIII. COMMUNICATIONS FROM THE MAYOR

XIV. COMMUNICATIONS FROM THE CITY MANAGER

XV. COMMUNICATIONS

- A. Chapter 7 Work Session - June 20, 2023 at 6:00 pm

XVI. PUBLIC COMMENT (3 MINUTES)

XVII. REMARKS FROM THE MAYOR

XVIII. ADJOURNMENT

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- A. Resolution No. 2023-107, adjourning the City Council Meeting.
[2023-107 - Pdf](#)
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.

The background of the slide is a low-angle, upward-looking photograph of several modern skyscrapers with glass facades. The buildings are rendered in a monochromatic blue-grey color scheme, creating a sense of height and urban density. The sky is a pale, clear blue.

WATER STREET Environmental Site Characterization, Targeted Soil Removal, and Future Redevelopment



Site History

1800-1880s

- Limited industry along Huron River
- Residential along Michigan Avenue
- Public square spanning Michigan Avenue
- Undeveloped interior, including marsh land adjacent to Huron River



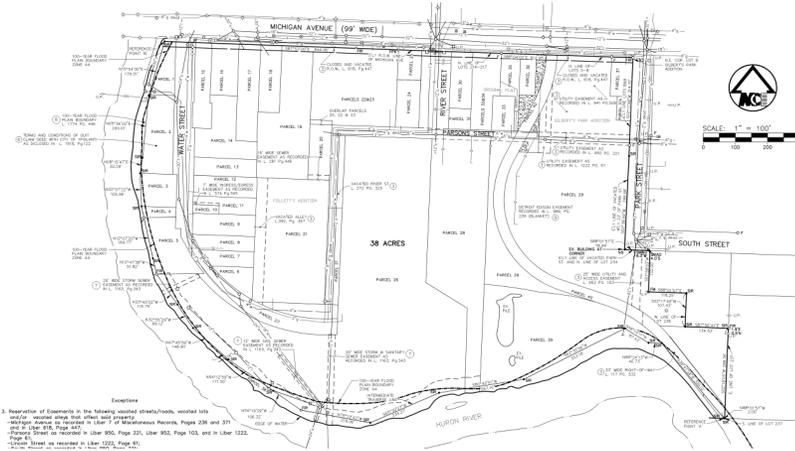
1880s-1980s

- Commercial and industrial use, including:
 - Foundries
 - Lumber yards and mills
 - Bulk petroleum and coal storage
 - **Detroit United Railway (DUR) storage yard, scrap metal junk yard**
 - **Manufacturing (e.g., Commerce Motor Truck Company/Dura Corporation)**
 - Railroads and sidings
 - **In-fill of former marsh area with non-native soil/debris**
 - Automobile service and repair
 - Dry cleaners
 - Printers
 - Restaurants, grocers
 - Gilbert Park

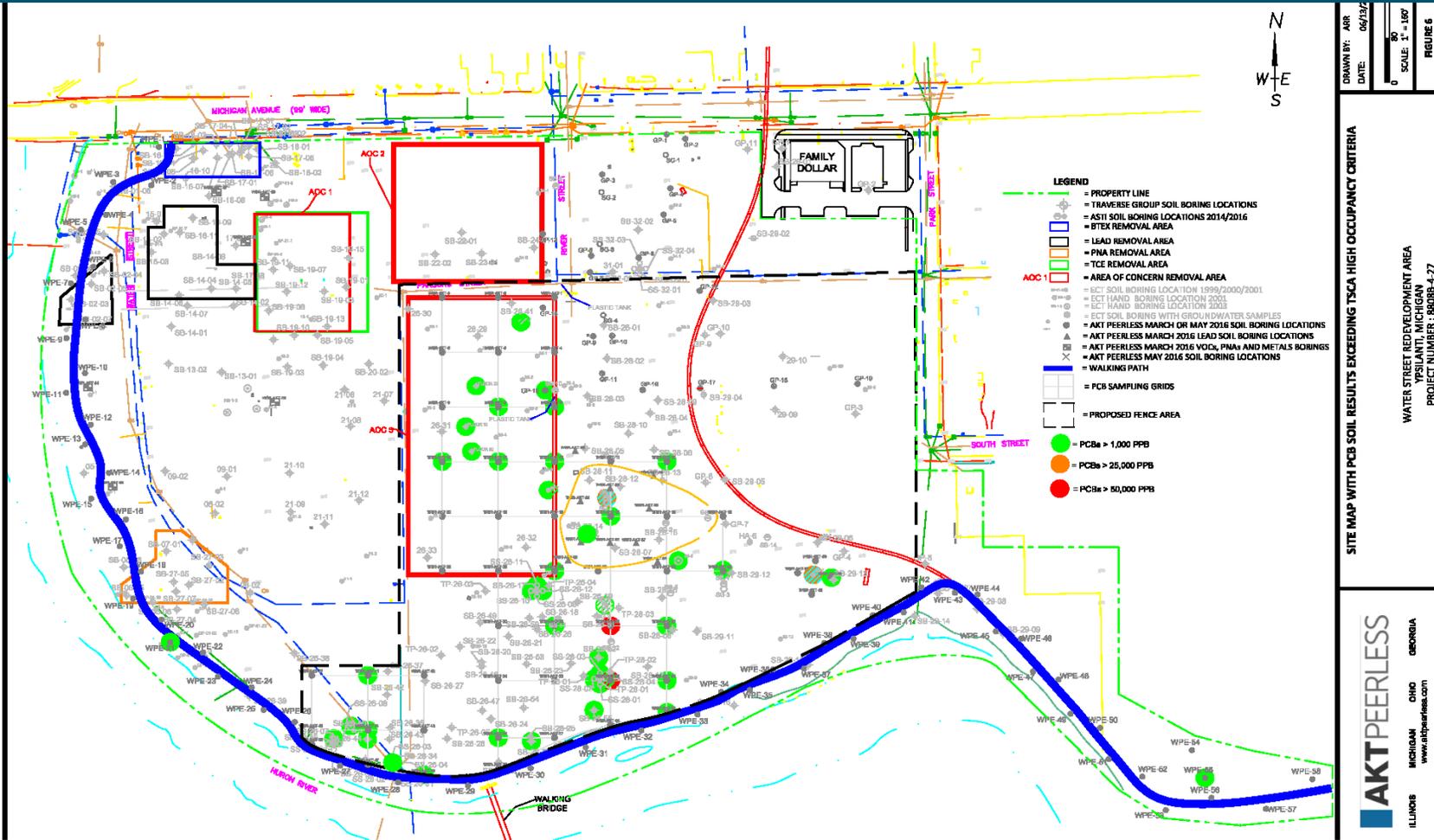


1990s-Present

- City acquisition of property and environmental Due Diligence (dozens of individual parcels)
- Completion of demolition
- Limited environmental remediation
- Due Care environmental investigations
- Brownfields Plans
- Water Street Trail remediation
- City's environmental investigation/remediation goals:
 - Maximum use of available funding to improve marketability
 - City is continuing to take steps to organize and supplement past environmental information to develop a viable strategy to move forward



Environmental Assessment Activities, c. 1990s-2017



Environmental Legacy

Environmental Contamination

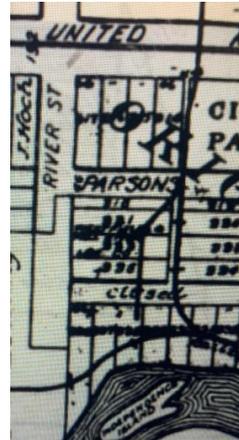
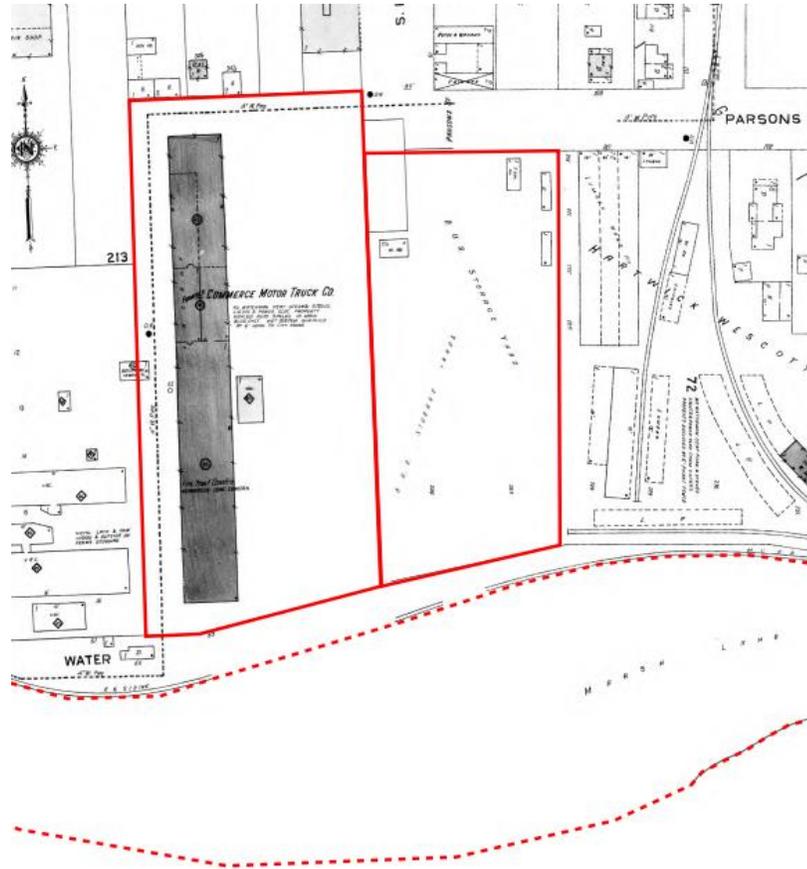
State-regulated contamination:

- Volatile Organic Compounds (VOCs), including petroleum products and chlorinated solvents
- Semi-volatile organic compounds (SVOCs), e.g., polynuclear aromatic hydrocarbons (PNAs)
- Heavy metals (e.g., arsenic, lead, etc.)

Federally-regulated contamination:

- **Polychlorinated biphenyls (PCBs) – Target of current investigative/remediation efforts**

PCB Source Areas



4.1.1 Railroad (On-board) Transformers

The category of electrical equipment most stringently regulated by EPA is Railroad (on-board) Transformers. Table 4-1 contains a list of Railroad Transformers owned by railroad organizations.

In addition to complying with marking requirements listed in 40 CFR, Part 761.40, Railroad Transformers containing PCB dielectric fluid must comply with the following summarized provisions.

USE RESTRICTIONS:

- o All owners of Railroad Transformers containing PCB dielectric fluid must reduce the PCB concentration levels contained therein according to timetables established by EPA in January, 1983.
- a) PCB concentrations must be reduced to 60,000 ppm by July 1, 1984.

3.7 FILL MATERIALS

Historical documentation indicated that the Subject Property was formerly a marsh area along the river. During the conduct of a subsurface investigation, evidence was encountered that indicated imported fill materials and debris was used to fill the property. The origin of

3-2

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Draft

this fill material is unknown; however, it appears to be construction and/or demolition debris.

TSCA PCB Cleanup Levels

High occupancy (i.e., residential) area cleanup levels

- ≤ 1 ppm – no requirements
- > 1 ppm, ≤ 10 ppm – deed restriction, cap

Low occupancy (i.e., non-residential) areas – cleanup levels

- ≤ 25 ppm – deed restriction
- > 25 ppm, ≤ 50 ppm – deed restriction, fence with M_L mark
- > 50 ppm ≤ 100 ppm – deed restriction, fence with M_L mark, cap
- > 100 ppm – cleanup required

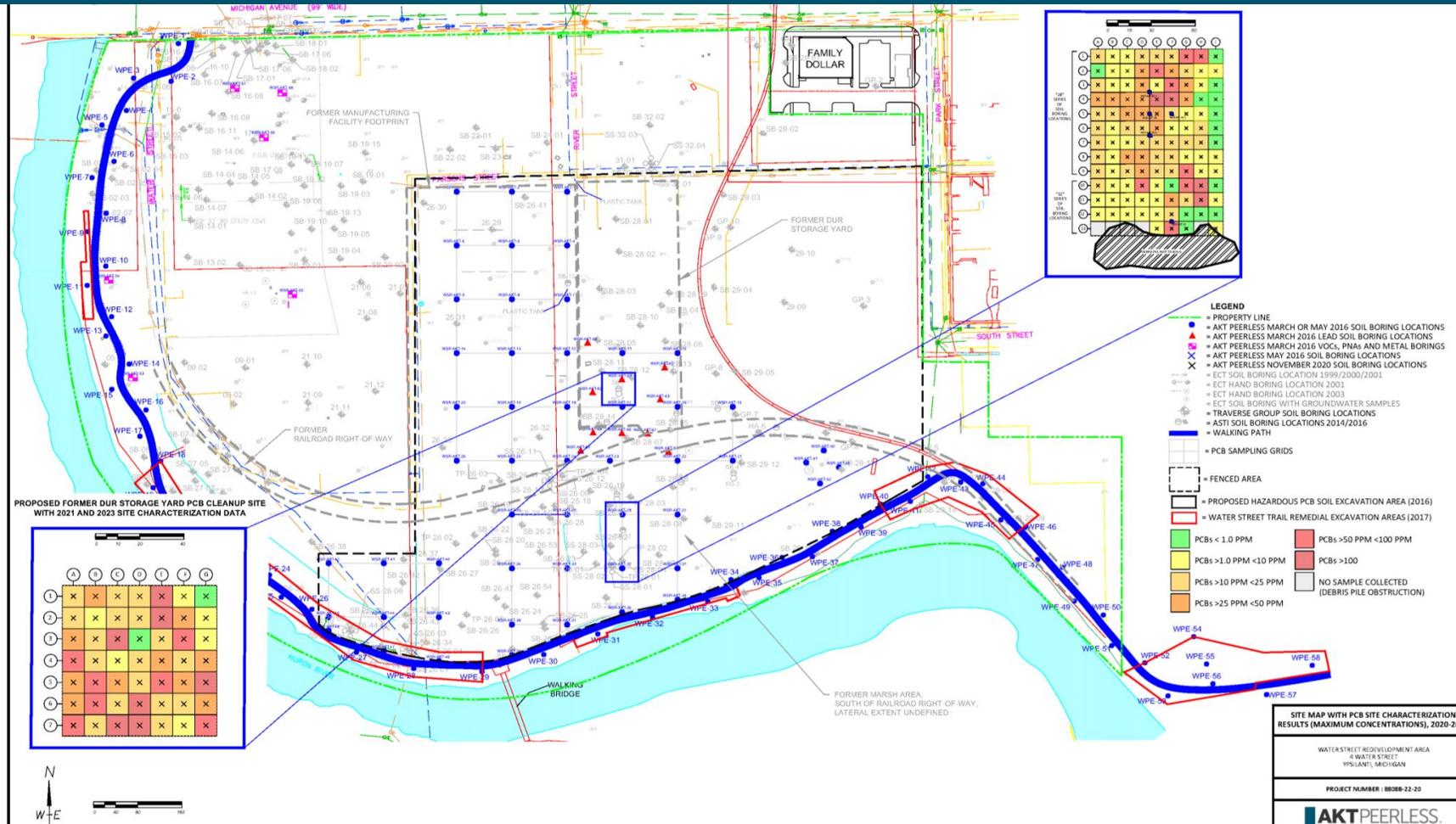
Recent PCB Site Characterization Activities

Assumption: PCB soil contamination at concentrations > 50 parts per million (ppm) isolated to three “hotspots,” one in former DUR storage yard/scrap metal junk yard, two in former marsh area

Approach: Expand TSCA PCB site characterization (10’ by 10’ grid sampling) in the areas immediately surrounding these three hotspots (WCBRA and MEDC funded)

Results: PCB soil contamination at concentrations > 50 ppm more widespread than previously assumed in the areas surrounding these three hotspots

AKT Peerless PCB Site Characterization Results (2016-2023)



PCB Site Characterization Results (2020-2023)

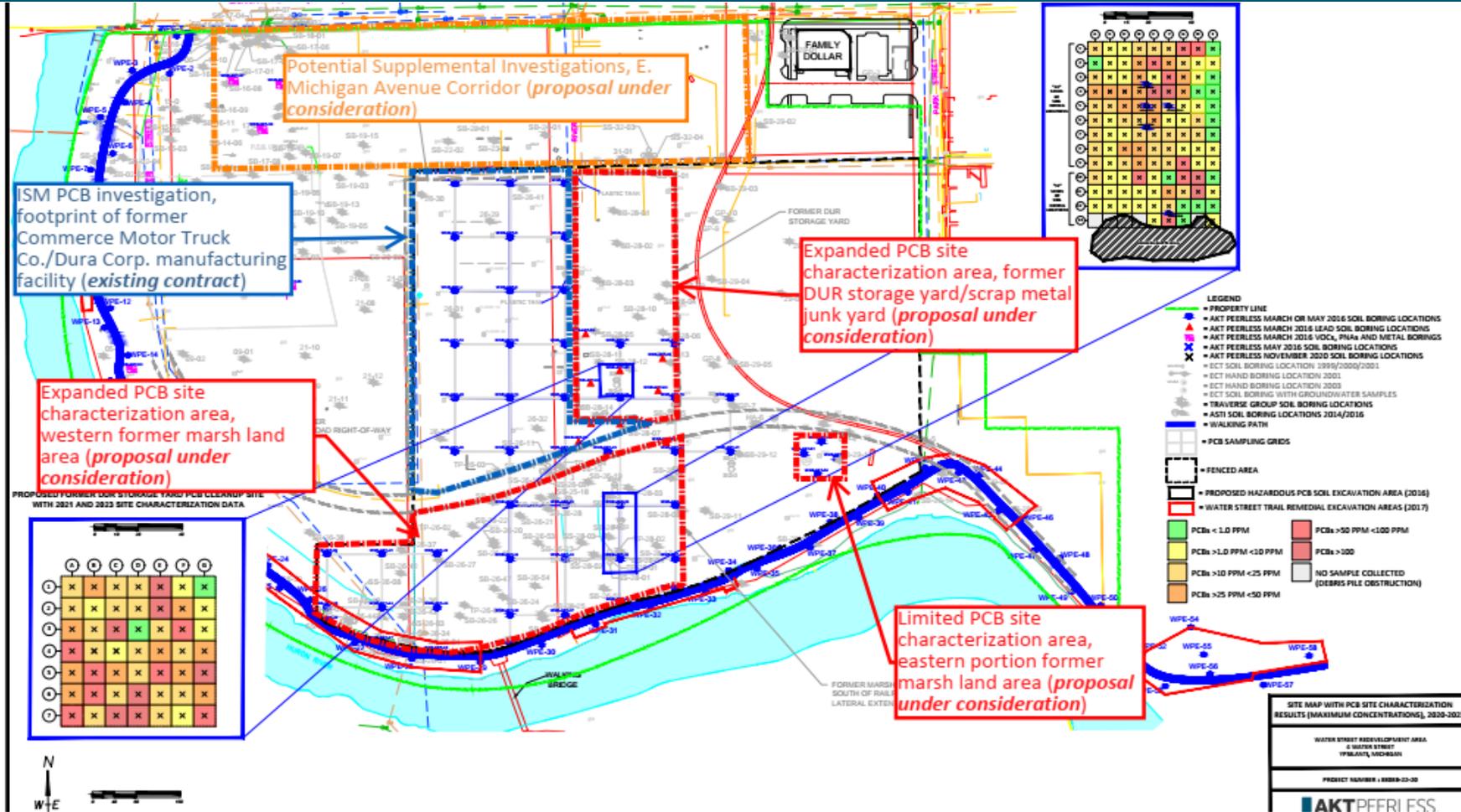
- TSCA PCB site characterization (10' by 10' sampling grid) results suggest that PCB soil contamination may extend across former DUR storage yard/scrap metal junk yard and marsh land area
 - PCB soil contamination in former DUR storage yard/scrap metal junk yard appears mostly limited to the upper two to three feet (i.e., distribution consistent with surface releases from on-board transformers, potential bulk storage of dielectric fluid, etc.)
 - PCB soil contamination in former marsh land area appears randomly distributed horizontally and vertically (i.e., distribution consistent with in-filling of the marsh with non-native soil/debris)

Proposed Next Steps

Proposed Site Characterization Activities

- Expand 10' by 10' PCB site characterization sampling grids to include (**proposal under consideration**):
 - Full footprint of former DUR storage yard/scrap metal junk yard (i.e., surface releases)
 - Footprint of western portion of former marsh land area and limited footprint of eastern portion of former marsh land area (i.e., landfilled PCB-containing waste)
- Other (**proposal under consideration**):
 - Comprehensive environmental conditions report (i.e., site-wide)
 - Potential supplemental investigations of property fronting E. Michigan Avenue (i.e., potential first phase of redevelopment)

Proposed Expansion of PCB Site Characterization Areas (2023)



Benefits to City

- Obtain clearest picture to date of high-concentration and low-concentration PCB soil contamination by late-2023, early-2024
- Maximize use of remaining available funding to clean up PCB soil contamination to the fullest extent possible in early- to mid-2024 to improve marketability
- Augment the City's strategy for further remediation following 2024 cleanup activities and completion of the comprehensive environmental conditions report, by late-2024

Process Timeline

CWA Testing Phase

June 2023 – December 2023

- Work with AKT Peerless and City to stay current on environmental circumstances as testing continues.

August 2023 – December 2023

- Review cumulative testing results to craft a strategy for next steps using planning and real estate principles. Site geography and timing will be important considerations.

CWA Remediation Phase

January 2024 – June 2024

- With testing complete, revise site use strategies with City and AKT Peerless as remediation commences.

July 2024 – September 2024

- Assist City in understanding of site's anticipated environmental status by the end of 2024 and formalize development strategy.

October 2024 – June 2025

- Develop strategic partnerships to pursue the reuse of the property informed by the City's goals and objectives.



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Katie Jones
DATE: June 6, 2023
SUBJECT: Contract with AKT Peerless for Investigation of Contamination

DESCRIPTION:

Contract with AKT Peerless for Investigation of Contamination

SUMMARY:

At the beginning of 2023, Council approved a contract with AKT Peerless to undergo Supplemental Subsurface Investigation on Water St. to identify PCB soil contamination in three hot spot areas based on previous environmental investigations. Results of that investigation indicate concentrations of PCBs are widespread within parcels 26 and 28 (also identified as the Detroit United Railway storage yard, later a scrap metal junkyard, and infill of a former marsh area)

This proposal will expand the PCB characterization across the full footprint of the former DUR storage yard/metal junkyard and the western portion of the former marsh land area to identify PCB contamination. It will also conduct targeted PCB characterization activities within a limited area of the former eastern marsh land to identify PCB contamination. The proposal includes preparing a comprehensive environmental conditions report on all available current and previous environmental investigations.

RECOMMENDED ACTION: Staff recommends approving the AKT Peerless contract to continue investigative activities on Water St. to create a full footprint of the PCB characterization of the former DUR site, the western marsh land area, and developing a comprehensive environmental conditions report for the entire Water St. site.

ATTACHMENTS:

Contract
Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

May 31, 2023

Ms. Katie Jones
City of Ypsilanti
1 S. Huron Street
Ypsilanti, Michigan 48197

Subject: Proposal to Conduct Additional Supplemental Subsurface Investigations related to PCB Soil Contamination and Provide Other Environmental Consulting Services
Water Street Redevelopment Area
4 Water Street, Ypsilanti, Michigan
Proposal No. PF-32739
AKT Peerless Project No. 8808B

Ms. Jones:

AKT Peerless appreciates the opportunity to present this proposal to conduct additional subsurface investigations related to previously identified polychlorinated biphenyl (PCB) soil contamination and provide other environmental consulting services in connection with the property located at 4 Water Street in Ypsilanti, Washtenaw County, Michigan (i.e., the Water Street Redevelopment Area and “subject property”).

This proposal is, in part, intended to serve as a change order to AKT Peerless’ August 15, 2022 Proposal to Conduct a Supplemental Investigation of PCB Soil Contamination (Proposal Number PF-30919). As noted in that proposal, multiple subsurface investigations involving the collection of soil samples from the subject property for laboratory analyses including PCBs have been conducted since September 1999. These investigations include those conducted by Environmental Consulting & Technology, Inc. (ECT) in 1999, 2001, and 2010; The Traverse Group in 2002; ASTI Environmental (ASTI) in 2014 and 2016; and AKT Peerless in 2016, 2017, 2020, 2021, and 2023.

Prior to 2023, the results of these investigations identified what appeared to be three distinct areas of soil contamination containing PCBs at concentrations greater than 50 parts per million (ppm; i.e., “hot spots”) on what have been referred to as historical Parcels 26 and 28 on the south-central portion of the subject property, while soil contamination containing PCBs at lower concentrations (i.e., typically less than or equal to 10 ppm) has been identified over a broader area (i.e., approximately 10 acres) of the central portion of the subject property.

In January 2023, City of Ypsilanti received a direct allocation of additional funds to continue subsurface investigation activities and conduct cleanup of contamination at the subject property from the State of Michigan, as administered through Michigan Economic Development Corporation (MEDC). The results of recent subsurface investigation activities conducted with these funds under the scope of work detailed in Proposal Number PF-30919 (August 15, 2022) indicate that soil contamination containing PCBs at concentrations greater than 1 ppm, 10 ppm, 25 ppm, 50 ppm, and 100 ppm is widespread rather than clearly defined in the areas immediately surrounding the three previously identified “hot spots.”

While the source areas of this PCB soil contamination still appear to be primarily tied to historical Parcels 26 and 28, the distribution of PCB soil contamination identified in 2023 to date appear to be associated more closely with specific historical property uses. These uses and distributions include the following:

- **Former Commerce Motor Truck Company and Dura Corporation manufacturing facility.** A roughly rectangular area on the central portion of the subject property (i.e., the northern portion of historical Parcel 26), adjoining the former marsh land area to the north and the former Detroit United Railway (DUR) storage yard and metal junk yard to the west (see below), was formerly developed with the Commerce Motor Truck Company and Dura Corporation manufacturing facility. PCBs have been detected in soil samples collected from various locations across the former manufacturing facility footprint, generally at concentrations less than 10 ppm. The vertical distribution of PCBs within the former manufacturing facility footprint appears to be generally confined to within four feet of existing grade, although low levels of PCBs have reportedly been detected at greater depths. The total land area of the former manufacturing facility footprint is approximately 175,000 square feet. The source of PCB soil contamination in the former manufacturing facility footprint appears to be consistent with incidental releases, such as those from PCB-containing transformers. **AKT Peerless is presently under contract (Proposal Number PF-30919, August 15, 2022) to conduct an incremental sampling methodology (ISM) investigation of PCB soil contamination in the former manufacturing facility footprint, which is thus excluded from the scope of work presented in this proposal/change order.**
- **Former DUR storage yard/metal junk yard.** A rectangular area on the east-central portion of the subject property (i.e., the northern portion of historical Parcel 28), adjoining the former marsh land area to the north (see below) and the former manufacturing facility to the east (see above), was formerly used as a DUR (i.e., electric railway) storage yard and subsequently as a metal junk yard. PCBs have been detected in soil samples collected from various locations across the former DUR storage yard and metal junk yard, including at concentrations greater than 100 ppm within AKT Peerless' approximately 5,000-square foot present study area. The distribution of PCBs within the DUR storage yard and metal junk yard appears to be generally confined to within two feet of existing grade. The total land area of the former DUR storage yard and metal junk yard is approximately 100,000 square feet. The source of PCB soil contamination in the former DUR storage yard/metal junk yard appears to be consistent with surface spillage, such as that from leaking on-board (railroad) transformers, potential on-site bulk storage of dielectric fluid, etc. In addition, at least one rail siding may have been present on the DUR storage yard ca. 1915. Buried remnant rail sidings may present an additional consideration for future cleanup activities.
- **Former marsh land adjoining the Huron River.** An area on the south-central portion of the subject property formerly consisted of marsh land, as identified in historical fire insurance maps. Based on aerial photographs and field observations during previous subsurface investigation activities, this marsh land was filled in with material of unknown origin (fill material thickness appears to range from approximately four to up to 16 feet below existing grade). PCBs have been detected in soil samples collected from various locations across the former marsh land, including at concentrations greater than 100 parts ppm within AKT Peerless' approximately 12,000-square foot present study area. The vertical distribution of PCBs within the fill material appears to be random. For the purposes of this proposal, the western portion of the former marsh land area comprises an approximately 180,000-square foot area to the west of the former Gilbert

Park/current tree farm area (i.e., the southern portions of historical Parcels 26 and 28; the “western portion of the former marsh land area”) and the approximately 66,500-square foot former Gilbert Park/current tree farm footprint itself (i.e., historical Parcel 39; the “eastern portion of the former marsh land area”). Based on the results of previous subsurface investigations, PCB soil contamination appears to be more extensive in the western portion than in the eastern portion of the former marsh land area. The source of PCB soil contamination in the former marsh land area appears to be consistent with the historical landfilling of PCB-containing waste.

With the City’s future land use goal of residential and/or commercial/residential, AKT Peerless is proposing to use additional MEDC funding to continue PCB site characterization activities in (1) the former DUR storage yard and metal junk yard (i.e., full footprint); (2) the western portion of the former marsh land area (i.e., full footprint); and (3) an approximately 5,000-square foot area within the eastern portion of the former marsh land area (i.e., that centered around ECT’s historical soil boring location 29-7).

In conjunction with the ISM investigation of the former manufacturing facility footprint (existing contract), these expanded PCB site characterization activities in the former DUR storage yard/metal junk yard and former marsh land areas are necessary to delineate PCB soil contamination to concentrations less than or equal to 1 ppm [i.e., the Toxic Substances Control Act (TSCA) “high-occupancy” cleanup standard]. The results of these proposed PCB site characterization activities will be used to support the self-implementing PCB cleanup notification(s) and/or risk-based PCB cleanup application(s) for United States Protection Agency (USEPA) review and approval, as previously proposed in Proposal Number PF-30919 (August 15, 2022). **PCB cleanup activities based on these investigations will be subject to additional proposal(s) and are targeted to occur in early- to mid-2024.**

In addition, AKT Peerless’ proposed scope of work also includes (1) preparing a comprehensive environmental conditions report based on (a) all available previous environmental investigations, (b) ongoing investigations and those proposed herein, and (c) PCB cleanup activities conducted in 2024; and (2) conducting targeted subsurface investigations on the portion of the Water Street Redevelopment Area fronting E. Michigan Avenue to fill in data gaps identified during preparation of the comprehensive environmental conditions report. This area is a potential candidate for the first phase of a future phased redevelopment approach of the subject property.

The following tasks are included in this proposal/change order. For ease of cross-reference, the same Task numbers through Task 7 are used below as in Proposal Number PF-30919 (August 15, 2022). Tasks 8 and above represent new Tasks.

- **Task 3(a):** Expand PCB site characterization activities across the footprint of the former DUR storage yard/metal junk yard to attempt to horizontally and/or vertically delineate PCB soil contamination to concentrations less than or equal to 1 ppm, including advancing up to 851 soil borings and collecting up to 3,404 soil samples, approximately 2,553 of which are expected to require laboratory analysis for PCBs. Conduct a geophysical survey to evaluate the potential presence of former rail sidings. Prepare a Supplemental Subsurface Investigation Report for Task 3(a) on behalf of the City of Ypsilanti.
- **Task 3(b):** Expand PCB site characterization activities across the footprint of the western portion of the former marsh land area to attempt to horizontally and/or vertically delineate PCB soil contamination to concentrations less than or equal to 1 ppm, including advancing up to 1,800

soil borings and collecting up to 11,700 soil samples, approximately 9,000 of which are expected to require laboratory analysis for PCBs. Prepare a Supplemental Subsurface Investigation Report for Task 3(b) on behalf of City of Ypsilanti.

- **Task 3(c):** Conduct targeted PCB site characterization activities within a limited area of the eastern portion of the former marsh land area to attempt to horizontally and/or vertically delineate PCB soil contamination to concentrations less than or equal to 1 ppm, including advancing up to 49 soil borings and collecting up to 784 soil samples, all of which may require laboratory analysis for PCBs. Prepare a Supplemental Subsurface Investigation Report for Task 3(c) on behalf of City of Ypsilanti.
- **Task 6:** Update self-implementing PCB cleanup notification(s) and/or risk-based PCB cleanup application(s) for USEPA review and approval based on the results of Tasks 3(a), 3(b), and 3(c) of this proposal/change order.
- **Task 8:** Prepare a comprehensive environmental conditions report on behalf of City of Ypsilanti, as described above.
- **Task 9:** Conduct targeted subsurface investigations on the portion of the Water Street Redevelopment Area fronting E. Michigan Avenue to fill in data gaps identified during preparation of the comprehensive environmental conditions report.

The cost estimates associated with these tasks are outlined below:

Task 3(a) Estimated Cost Increase – Former DUR Storage Yard/Metal Junk Yard

ACTIVITY	COST
PROFESSIONAL SERVICES	
Project Management	\$13,500
Field Activities	\$92,000
Report Preparation	\$25,000
PROJECT COSTS	
Laboratory Analyses	\$140,500
Geophysical Survey	\$4,000
Drilling	\$50,000
Field Supplies and Expenses	\$7,500
TOTAL, Task 3(a)	\$332,500

Task 3(b) Estimated Cost Increase – Western Portion of Former Marsh Land Area

ACTIVITY	COST
PROFESSIONAL SERVICES	
Project Management	\$24,000
Field Activities	\$192,000
Report Preparation	\$55,500
PROJECT COSTS	
Laboratory Analyses	\$500,000
Drilling	\$130,000
Field Supplies and Expenses	\$16,000
TOTAL, Task 3(b)	\$917,500

Task 3(c) Estimated Cost Increase – Eastern Portion of Former Marsh Land Area (Limited)

ACTIVITY	COST
PROFESSIONAL SERVICES	
Project Management	\$3,000
Field Activities	\$15,500
Report Preparation	\$12,500
PROJECT COSTS	
Laboratory Analyses	\$43,500
Drilling	\$10,000
Field Supplies and Expenses	\$1,500
TOTAL, Task 3(c)	\$86,000

Task 6 – USEPA Cleanup Notification(s) and Application(s)

Total Cost Increase – Task 6 **\$9,000**

Task 8 – Comprehensive Environmental Conditions Report

Total Cost – Task 8 **\$50,000**

Task 9 – Targeted Subsurface Investigations, Area Fronting E. Michigan Avenue

Total Cost – Task 9 **\$100,000***

***Note:** If the activities proposed under Task 9 are reassigned to an alternative funding source, the MEDC funds associated with Task 9 will be reallocated to other investigation/remediation activities.

AKT Peerless' **total estimated not-to-exceed costs** to complete the above scope of work is **\$1,495,000**.

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the acceptance line below. The terms and conditions previously agreed to by City of Ypsilanti and AKT Peerless for the Water Street Redevelopment Area are included as **Appendix A**. A copy of Proposal Number PF-30919 (August 15, 2022) is included as **Appendix B**.

If you have any questions or need additional information please contact me or Louis Stultz by telephone at 248-615-1333 or by email at wasiolewskis@aktpeerless.com or stultzl@aktpeerless.com.

Sincerely,

AKT Peerless



Scott Wasielewski
Senior Project Manager

Ms. Katie Jones
City of Ypsilanti

Water Street Redevelopment Area: Proposal to Conduct Additional Supplemental Subsurface Investigations related to PCB Soil Contamination and Provide Other Environmental Consulting Services

Proposal No.	PF-32739
AKT Peerless Project No.	8808B
Project Cost:	\$1,495,000

ACCEPTANCE _____

DATE: _____

Appendix A
Terms and Conditions



AKT PEERLESS TERMS AND CONDITIONS

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

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

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

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

3. **Payment:** The Client agrees to pay Consultant for all services and expenses, according to this agreement, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant’s standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer (“Retainer”). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty

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

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

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

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

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

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the

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

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

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

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

~~Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant.~~ Client acknowledges that Consultant has made no representations, express or implied, and ~~no warranty or guarantee is~~

included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

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

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

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

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

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

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

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

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

Appendix B

**AKT Peerless' Proposal to Conduct a Supplemental
Investigation of PCB Soil Contamination
(Proposal Number PF-30919, August 15, 2022)**



22725 Orchard Lake Road
Farmington, Michigan 48336
T 248-615-1333
www.aktpeerless.com

August 15, 2022

Mr. Joe Meyers
City of Ypsilanti
One South Huron Street
Ypsilanti, Michigan 48197

Subject: Proposal to Conduct a Supplemental Investigation of PCB Soil Contamination
Water Street Redevelopment Area
4 Water Street, Ypsilanti, Michigan
Proposal No. PF-30919
AKT Peerless Project No. 8808B

Mr. Meyers:

AKT Peerless appreciates the opportunity to present this proposal to provide environmental consulting services related to the ongoing investigation of previously identified polychlorinated biphenyl (PCB) soil contamination at the property located at 4 Water Street in Ypsilanti, Washtenaw County, Michigan (the subject property).

Between September 1999 and August 2021, multiple subsurface investigations involving the collection of soil samples for laboratory analyses including PCBs have been conducted at the subject property. These investigations include those conducted by Environmental Consulting & Technology, Inc. (ECT) in 1999, 2001, and 2010; The Traverse Group in 2002; ASTI Environmental (ASTI) in 2014 and 2016; and AKT Peerless in 2016, 2017, 2020, and 2021. Based on the results of these investigations, three areas of soil contamination containing PCBs at concentrations greater than 50 parts per million (ppm) have been identified on what have been referred to as historic Parcels 26 and 28 on the south-central portion of the subject property, while soil contamination containing PCBs at lower concentrations has been identified over a broader area (i.e., approximately 10 acres) of the central portion of the subject property.

The City of Ypsilanti obtained Washtenaw County Brownfield Redevelopment Authority (WCBRA) funds in 2021 to conduct a self-implementing PCB cleanup of the soil contamination containing PCBs at concentrations greater than 50 ppm under the Toxic Substances Control Act (TSCA), which is administered by United States Environmental Protection Agency (USEPA). The original cleanup goal of the self-implementing PCB cleanup was 50 ppm.

Since the completion of PCB site characterization activities related to this self-implementing cleanup in September 2021, additional funding sources have become available to the City of Ypsilanti. With a future land use goal of residential and/or commercial/residential, the City has proposed to use these additional funding sources to clean up PCB soil contamination to concentrations less than or equal to 1 ppm (i.e., the TSCA residential cleanup standard). Based on discussions with USEPA, additional subsurface investigation activities will be necessary and additional self-implementing PCB cleanup notification(s) and/or risk-based PCB cleanup application(s) must be prepared for USEPA review and approval.

AKT Peerless' proposed scope of work therefore includes (1) conducting additional subsurface investigation activities at historic Parcels 26 and 28 (i.e., additional PCB site characterization activities) to

a better environment for your business.

attempt to further delineate PCB soil contamination in these “hot spot” areas to concentrations less than or equal to 1 ppm; (2) conduct additional subsurface investigation activities (i.e., risk-based investigation activities) across the broader, 10-acre portion of the subject property to delineate PCB soil contamination in this area to concentrations less than or equal to 1 ppm; and (3) prepare additional self-implementing PCB cleanup notification(s) and/or risk-based PCB cleanup application(s) based on the results of these investigation activities to facilitate the eventual excavation, transportation, and disposal of PCB soil contamination.

The following tasks are included in this proposed Supplemental Subsurface Investigation (SSI):

- **Task 1:** Field activities related to relocating former soil boring locations, including (1) tree and brush removal, and possible gravel placement to facilitate vehicular/equipment access to the proposed PCB SI areas and (2) a complete survey, including 100-and 50-foot grids overlaying areas of historical PCB impact and smaller grids (10-foot) as necessary to define hotspot areas.
- **Task 2:** Submit select soil samples collected during 2020 and 2021 PCB site characterization of the “hot spot” areas to inform new PCB site characterization sampling depth(s) and area(s) of coverage.
- **Task 3:** Conduct new PCB site characterization activities at the “hot spot” areas to attempt to delineate PCB soil contamination to concentrations less than or equal to 1 ppm (as opposed to less than or equal to 50 ppm), collecting up to 1,500 additional soil samples.
- **Task 4:** Conduct risk-based PCB investigation activities outside of the “hot spot” areas. These activities may involve soil borings along the new 50-foot grid survey and/or incremental sampling methodology (ISM) to further facilitate the horizontal and vertical delineation of PCB impacted areas, with collection of up to 150 soil samples.
- **Task 5:** Prepare a Supplemental Subsurface Investigation Report on behalf of the City of Ypsilanti;
- **Task 6:** Prepare additional self-implementing PCB cleanup notification(s) and/or risk-based PCB cleanup application(s) for USEPA review and approval.
- **Task 7:** Meetings, correspondence, and overall project management costs.

The cost estimates associated with these tasks are outlined in the tables below. While the goal of the supplemental investigations identified in this proposal is to delineate PCB soil contamination to concentrations less than or equal to 1 ppm, AKT Peerless notes that additional investigation activities may be necessary to achieve this goal depending on laboratory results.

Table 1: AKT Peerless Estimated Costs

Activity	Estimated Cost
Task 2: Analysis of laboratory results for select samples collected in 2020 and 2021	\$5,000
Task 3-4: Drilling, materials, and expenses	\$40,000
Tasks 3-4: Field Oversight – all tasks Sample Collection	\$40,000
Task 5: Supplemental SI Report	\$15,000
Task 6: Self-Implementing Cleanup Notification(s) and/or Risk-Based Cleanup Application(s)	\$10,000
Task 7: Project Management	\$20,000
Subtotal AKT Peerless Tasks	\$121,000

Table 2: Estimated Contractor Costs

Activity	Estimated Budgeted Cost
Task 1: Tree and Shrub Removal, addition of gravel if necessary	\$30,000
Task 1: Site Survey	\$25,000
Tasks 2-4: Laboratory Analysis – up to 1,750 samples	\$150,000
Subtotal Contractor Tasks	\$205,000
Total All Tasks	\$326,000

AKT Peerless' total estimated not-to-exceed costs to complete the above scope of work is **\$326,000**.

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the acceptance line below. The terms and conditions previously agreed to by City of Ypsilanti and AKT Peerless for the Water Street Redevelopment Area will apply to this agreement upon acceptance.



If you have any questions or need additional information please contact me or Jeremy McCallion at 248-615-1333 or by email at wasielewskis@aktpeerless.com or stultz@aktpeerless.com.

Sincerely,

AKT Peerless



Scott Wasielewski
Project Manager

Mr. Joe Meyers
City of Ypsilanti
Water Street Redevelopment Area – Remediation of Hazardous PCB Soil Contamination

Proposal No.	PF-30919
AKT Peerless Project No.	8808B
Project Cost:	\$326,000

ACCEPTANCE



DATE:

1/23/2022



MINUTES REGULAR COUNCIL Meeting

6:00 PM - Tuesday, May 16, 2023
Council Chambers

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, May 16, 2023, at 6:01 PM, in the Council Chambers, with the following members present:

PRESENT: Council Member Jennifer Symanns (6:02), Mayor Pro-Tem Steven Wilcoxon, Mayor Nicole Brown, Council Member Desirae Simmons (6:05), Council Member Evan Sweet (6:10), Council Member Roland Tooson, and Council Member Michelle King

ABSENT: None

I CALL TO ORDER

The meeting was called to order at 6:01 pm

II ROLL CALL

III PLEDGE OF ALLEGIANCE

- a) 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.

IV AGENDA APPROVAL

The agenda was approved as submitted

V PUBLIC COMMENT (3 MINUTES)

One member of the public spoke

VI PRESENTATIONS

- a) Washtenaw Regional Resource Management Authority - Bob Davis

Council Member Jennifer Symanns moved, seconded by Council Member Roland Tooson, to agree to review a Request for Proposal created by the Washtenaw Regional Resource Management Authority for trash, recycling, and yard waste services.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Roland Tooson

AYES: Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

- b) Proclamation declaring May as Mental Health Awareness Month - Mayor Brown

VII CONSENT AGENDA

- a) Resolution No. 2023-089, approving the Consent Agenda.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. **Resolution No. 2023-090, approving the minutes of the May 16, 2023 City Council Meeting.**
2. **Resolution No. 2023-091, approving Ordinance No. 1413 - An Ordinance entitled, "An ordinance to impose a moratorium on issuance of new marihuana permits for sale or dispensing of marihuana in the City of Ypsilanti for 180 days". (Second Reading)**

Council Member Jennifer Symanns moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-089

RESULT: CARRIED.
MOVER: Council Member Jennifer Symanns
SECONDER: Mayor Pro-Tem Steven Wilcoxon
AYES: Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

- b) Resolution No. 2023-090, approving the minutes of the May 2, 2023 City Council Meeting

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of May 2, 2023 City Council Meeting be approved.

- c) Resolution No. 2023-091, approving Ordinance No. 1413 - An Ordinance entitled, "An ordinance to impose a moratorium on issuance of new marihuana permits for sale or dispensing of marihuana in the City of Ypsilanti for 180 days". **(Second Reading)**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "An ordinance to impose a moratorium on issuance of marihuana permits for sale or dispensing of marihuana in the City of Ypsilanti for 180 days" be approved on Second and Final Reading.

VIII RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2023-092, approving a State Revolving Fund Contract and Notice with the Ypsilanti Community Utility Authority.

WHEREAS, it is necessary to acquire and construct certain improvements to the wastewater treatment plant, including improvements to the plant’s ultraviolet disinfection system, headworks odor control system and influent well, 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.

Mayor Pro-Tem Steven Wilcoxon moved, seconded by Council Member Roland Tooson, to approve Resolution No. 2023-092

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Steven Wilcoxon
SECONDER:	Council Member Roland Tooson
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

- b) Discussion regarding An Ordinance to Amend Budget Appropriations by Department and major Organizational Unit for FY 2022-2023 & FY 2023-2024.

- c) Resolution No. 2023-093, authorizing the submission of the Protecting MI Pension Grant Application.

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

Whereas, the City of Ypsilanti is a "qualified unit" and operates the Ypsilanti Fire and Police Pension System, created under act 345 of 1937, and

Whereas, the Ypsilanti Fire and Police Pension System has a funded ratio below 60%, and

Whereas, The Protecting MI Pension Program was created to help Michigan's underfunded municipal pension systems. Under the Fiscal Year 2022-23 budget, the Michigan Department of Treasury (Treasury) was appropriated \$750 million to establish and operate a local unit municipal pension principal payment grant program for qualified retirement systems with a funded ratio below 60%, as defined in the Protecting Local Government Retirement and Benefits Act, Public Act 202 of 2017, and

Whereas, the grant application requires a governing body resolution authorizing the chief administrative officer to file a claim,

Now Therefore Be it Resolved, the City Council of the City of Ypsilanti does hereby authorize and direct Frances McMullan, Ypsilanti City Manager, to file a claim for a grant payment under the MI Pension Grant Program.

Mayor Pro-Tem Steven Wilcoxon moved, seconded by Council Member Michelle King, to approve Resolution No. 2023-093

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Steven Wilcoxon
SECONDER:	Council Member Michelle King
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

- d) Resolution No. 2023-094, approving the proposal for Construction Engineering for the Huron River Drive Reconstruction.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City of Ypsilanti has been allocated funds by the Michigan Department of Transportation to perform a reconstruction of Huron River Drive, from Cornell to Leforge, inclusive; and,

Whereas, the City engineer OHM has prepared a proposal to provide construction engineering services for the project; and,

Whereas, construction engineering is necessary to begin the project in the 2023 construction season;

Now therefore be it resolved that that the City of Ypsilanti approves the proposal from OHM for construction engineering services for an amount of \$584,895;

THAT the City Manager is authorized to sign this proposal and any change orders may be approved by the City Manager, to facilitate the completion of this work.

Council Member Desirae Simmons moved, seconded by Council Member Evan Sweet, to approve Resolution No. 2023-094

RESULT:	CARRIED.
MOVER:	Council Member Desirae Simmons
SECONDER:	Council Member Evan Sweet
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

- e) Resolution No. 2023-095, approving a three-year contract with Clark, Schaefer, Hackett's for Professional Auditing Services.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti Council under the Ypsilanti City Code requires a change in auditing firm after a five-year continuous annual auditing of the City; and

WHEREAS, the City posted on January 10,2023, a Requests for Proposals for Professional Services to conduct the annual audit for years ending on June 30, 2023 through June 30, 2027 was posted at www.bidnetdirect.com/mitn; and

WHEREAS, six bids were received andafter review and evaluation of proposals, reference checks, and audit fees, the bids submitted by Clark, Schaefer, Hackett are lowest qualified bid to serve and meet the City needs, and it meets the best interest of the City; and

WHEREAS, Clark, Schaefer, Hackett's three-year contract includes audit of the City's comprehensive annual financial report including primary government and component units, audit of the City of Ypsilanti Fire and Police Retirement System including issuance of separate report on the system. Also, if required, compliance audit of the City's federal program in accordance with the Federal Single Audit Act and the Uniform Guidance if needed, required communication with those charged with governance, and advice and assistance with the implementation of new accounting and auditing standards, as applicable to the City; and includes assistance in the preparation of Annual Comprehensive Financial Report submission to Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting; and

NOW BE IT HEREBY RESOLVED that the Ypsilanti City Council approve a three-year contract with Clark, Schaefer, Hackett's in the amount of \$167,100 for Professional Auditing Services beginning with fiscal year ending June 30, 2023, through June 30, 2025

Council Member Evan Sweet moved, seconded by Mayor Pro-Tem Steven Wilcoxon, to approve Resolution No. 2023-095

RESULT:	CARRIED.
MOVER:	Council Member Evan Sweet
SECONDER:	Mayor Pro-Tem Steven Wilcoxon
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

- f) Resolution No. 2023-096, recognizing the Juneteenth Holiday in the City of Ypsilanti.

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

Whereas, Juneteenth was recognized as a City Holiday, by passage of Resolution No. 2021-068, on April 6, 2021; and

Whereas, Ypsilanti, Michigan has a proud record of fighting bigotry, slavery and racism, including, prior to the Civil War being a part of the underground railway to help slaves to freedom, and sending soldiers, black and white to fight and die for the Union in the Civil War to free the slaves, and passing ordinances to prohibit discrimination, and

Whereas, June 19, 1865 marks when the final group of Black Americans understood that they were free, when Union Army General Gordon Granger landed in Galveston, where he read General Order #3, stating that all slaves were free, and that former masters and slaves were absolutely equal in personal and property rights. And

Whereas, Juneteenth, June 19, 1865, acting as the date of emancipation, became a long-standing day of celebration, meant to honor Black Americans resilience and the end of slavery, and

Whereas, it is fitting and proper for the City of Ypsilanti to honor and celebrate June 19 of every year as Juneteenth; and

Whereas, we must work together to continue to build a just Ypsilanti, free from prejudice, bigotry and racism.

NOW THEREFORE, it is hereby RESOLVED BY THE YPSILANTI CITY COUNCIL, that June 19th be recognized by the City of Ypsilanti, and display the Juneteenth Flag from a window in Council Chambers viewable from Huron St., through the duration of the month.

Council Member Roland Tooson moved, seconded by Council Member Michelle King, to approve Resolution No. 2023-096

RESULT:	CARRIED.
MOVER:	Council Member Roland Tooson
SECONDER:	Council Member Michelle King
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

- g) Resolution No. 2023-097, recognizing PRIDE Month in the City of Ypsilanti.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, President Bill Clinton declared June "Gay and Lesbian Pride Month" in June of 2000 to commemorate the June 1969 Stonewall riots in Lower Manhattan; and

Whereas, President Barack Obama expanded the commemoration further by declaring June Lesbian, Gay, Bisexual, and Transgender Pride Month; and

Whereas, Pride Month is not only a time of celebration, it is also an opportunity to peacefully protest and raise political awareness of current issues facing the LGBTQ+ community, and

WHEREAS, much ground has been gained since the 1969 Stonewall Riots, however, injustice and negative attitudes remain that threaten the LGBTQ+ community; and

WHEREAS, The City of Ypsilanti has a proud place in the history of LGBTQ+ equality in the successful passing of our Inclusive Non-Discrimination Ordinance in 1998, a historic victory that received national attention and acclaim; and

WHEREAS, while the City of Ypsilanti has a long and proud tradition of being an inclusive community, it recognizes as long as injustice exists it threatens all that has been accomplished.

Now therefore be it resolved that the Ypsilanti City Council of the City of Ypsilanti declare June as "Pride Month" and direct staff to fly the Pride Flag, from a window in Council Chambers viewable from Huron St., through the duration of the month.

Council Member Jennifer Symanns moved, seconded by Council Member Evan Sweet, to approve Resolution No. 2023-097

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Evan Sweet
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

- h) Resolution No. 2023-098, approving appointments to boards and commissions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>Name</u>	<u>Board</u>	<u>Expiration</u>
<u>Anne Baxter</u>	<u>Art Commission</u>	<u>2/1/2026</u>
<u>1227 Sherman</u>		

Ypsilanti, MI 48197

Cathy Thorburn **Parks and Recreation Commission** **7/1/2026**
1212 Sherman
Ypsilanti, MI 48197

Devin Shelton **Sustainability Commission** **5/1/2026**
29 E Cross Apt 2A
Ypsilanti, MI 48198

Council Member Michelle King moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2023-098

RESULT:	CARRIED.
MOVER:	Council Member Michelle King
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

IX BOARD AND COMMISSION - LIAISON REPORTS

1. **Police Advisory Commission** - The commission meets next on May 25th. Council is encouraged to ask any potential youth members to apply.
2. **Human Relations Commission** - No update.
3. **Arts Commission** - Update next month now that the Art Commission can meet again.
4. **Parks and Recreation Commission** - May meeting was cancelled due to building issues.
5. **Sustainability Commission** - Not enough members present at the May 8th meeting to have commission elections. Discussed different roles for the commission to play and the nomination and application processes. Discussed having a large Earth Day event every other year instead of annually due to the time and energy involved. Discussed future activities and speakers.
6. **Historic District Commission** - No update.
7. **Planning Commission** - Next meeting is May 17th at the Freighthouse.
8. **Zoning Board of Appeals** - No update.

X LIAISON REPORTS

1. **SEMCOG Update** - No update.
2. **Washtenaw Area Transportation Study** - May meeting was cancelled.
3. **Urban County** - Holli Andrews attended the May meeting in place of the mayor. Holli was asked to send any updates from the meeting.
4. **Ypsilanti Downtown Development Authority** - Next meeting is May 18th.
5. **Friends of Rutherford Pool** - The pool was opened on May 8th. Metro Parks and Washtenaw County provided more money for swimming lessons, so summer 2023 lessons are free. Discussed using youth grants, which are available and underutilized, to provide swimsuits and goggles to kids who need them. Working with HR to get fully staffed. More information regarding the cost of resurfacing is forthcoming; need to get quotes from a new company.
6. **Bicentennial Committee** - Next meeting is on May 25th.

XI COUNCIL PROPOSED BUSINESS

Council Member Tooson -

- Asked Council's help in finding youth members for Ypsilanti Police Advisory Commission.

Council Member King -

- Washtenaw Community College is having its first ever Historically Black Colleges and Universities Day on June 2nd from 9 AM-2 PM. Registration is required.
- Will discuss an upcoming Juneteenth event at the next meeting.

Council Member J. Symanns -

- Last week was National Police Week. Please pay special respect to fallen police officers this week. Thank you, Chief Moore, for your service.
- Discussed new recycling bins and reactions from Ward 2 residents as well as the recycling pickup schedule.

Council Member D. Simmons -

- Discussed reaction to new recycling bins with Ward 3 residents. Net gain in benefits for the city staff and residents. Asked for a solution to pickup scheduling questions.
- No Mow May reaction with Ward 3 residents - possibly the start of a larger movement?

Council Member Sweet -

- None.

Mayor Pro-Tem Wilcoxon -

- Reaction to the new recycling bins among Ward 2 residents. Concerns of the size and weight for senior citizens, possible service network solutions.
- DNR grant of \$3.78 million awarded for the Peninsular Dam engineering studies leading to deconstruction. Possible commitment for a second round of funding. Thank you Christopher Jacobs and all staff involved in securing the grant. Will keep working on securing further funding sources.
- Concerns about sinkholes forming city wide - Courtland and Washtenaw streets as examples. Proposed HRWC as a resource for green infrastructure.
- Complaint from a resident about a building inspector entering a home unannounced.

XII COMMUNICATIONS FROM THE MAYOR

- Surprised to hear unfavorable reactions from residents regarding the new recycling bins. Discussed what happens with the old red recycling bins.

XIII COMMUNICATIONS FROM THE CITY MANAGER

- Thank you for everyone's patience with the street construction.

XIV COMMUNICATIONS

1. Final Budget Session - 2nd Reading, June 6, 2023 at 6:00 PM
2. Chapter 7 Work Session - June 20, 2023 at 6:00 PM

XV PUBLIC COMMENT (3 MINUTES)

One member of the public spoke

XVI REMARKS FROM THE MAYOR

XVII CLOSED SESSION

- a) Closed Session - MCL 15.268 (e) to discuss pending litigation City of Ypsilanti v Greenlee (added)

Mayor Pro-Tem Steven Wilcoxon moved, seconded by Council Member Roland Tooson, to adjourn to Closed Session at 8:29 pm

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Steven Wilcoxon
SECONDER:	Council Member Roland Tooson
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Evan Sweet, Roland Tooson, and Michelle King
ABSENT:	Desirae Simmons

Council Member Roland Tooson moved, seconded by Council Member Evan Sweet, to reconvene the meeting at 9:10 pm

RESULT:	CARRIED.
MOVER:	Council Member Roland Tooson
SECONDER:	Council Member Evan Sweet
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, Roland Tooson, and Michelle King

Council Member Roland Tooson moved, seconded by Council Member Evan Sweet, moved to suspend Ordinance 58-123 based off City Attorney advice until the ordinance is amended.

RESULT:	CARRIED.
MOVER:	Council Member Roland Tooson
SECONDER:	Council Member Evan Sweet
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Desirae Simmons, Evan Sweet, and Roland Tooson
NAYS:	Michelle King

XVIII ADJOURNMENT

- a) Resolution No. 2023-099, 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 three (3) members of Council.

- b) Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.

**AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
CITY OF YPSILANTI**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and City of Ypsilanti ("Public Body") 1 South Huron Street, Ypsilanti, MI 48197. County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorisms act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the City of Ypsilanti which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.9.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
 - 1.9.5. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.
 - 1.9.6. **Data Center Use & Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.

- 1.9.7. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.
- 1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.
- 1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:
- Exhibit I: Online Payments
 - Exhibit II: Over The Counter Payments
 - Exhibit III: Pay Local Taxes
 - Exhibit IV: Jury Management System
 - Exhibit V: Collaborative Asset Management System (CAMS)
 - Exhibit VI: Remedial Support Services
 - Exhibit VII: Data Center Use and Services
 - Exhibit VIII: Oaknet Connectivity
 - Exhibit IX: Internet Service
 - Exhibit X: CLEMIS
 - Exhibit XI: ArcGIS Online

Exhibit XII: Data Sharing

Exhibit XIII: Pictometry Licensed Products

Exhibit XIV: Security Best Practice Advice

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
 - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
 - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
 - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
 - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
 - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
 - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.

- 2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.
- 2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County’s normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County’s normal business hours may not be responded to until the resumption of County’s normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

- 2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body’s Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body’s Points of Contact, and if able to access the requested information. County shall not distribute Public Body’s data to other entities for reasons other than in response to legal process.
- 2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. The County will provide Public Body with access to these terms and conditions. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements that are applicable to Public Body.

3. **PUBLIC BODY RESPONSIBILITIES.**

- 3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County’s computer system or data.
- 3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.
- 3.3. Public Body shall follow County’s I.T. Services requirements as described on County’s website. Public Body shall comply with County’s minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.

- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.
 - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
 - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
 - 3.7.6. Requesting security changes and technical support from the Service Center.
 - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
 - 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address
 - 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.

- 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
- 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County.

Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.

- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
 - 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
 - 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
6. **ASSURANCES.**
- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
 - 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
 - 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
 - 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
 - 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
 - 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party

have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. DISCLAIMER OR WARRANTIES

- 8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

9. **LIMITATION OF LIABILITY**. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

10. **DISPUTE RESOLUTION**. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this

Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

12. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

15. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

16. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

17. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 21.2. If Notice is sent to Public Body, it shall be addressed to: City Manager Frances McMullan, 1 South Huron St, Ypsilanti, MI 48197.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **ENTIRE AGREEMENT.**
- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Frances McMullan hereby acknowledges that he/she has been authorized by a resolution of the City of Ypsilanti, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Frances McMullan
City Manager

WITNESSED: _____ DATE: _____

AGREEMENT
ADMINISTRATOR: _____ DATE: _____
(IF APPLICABLE)

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland

**EXHIBIT VIII
I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY**

INTRODUCTION

The I.T. Service described in this Exhibit (OakNet Connectivity) will provide network transport services to government agencies for the purpose of accessing applications and ISP services provided by Oakland County.

1.0 COUNTY RESPONSIBILITIES

- 1.1 County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
- 1.2 County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
- 1.3 County shall provide a single port by which Public Body may connect its internal network to OakNet
- 1.4 County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
- 1.5 County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
- 1.6 To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

2.0 PUBLIC BODY RESPONSIBILITIES

- 2.1 Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
- 2.2 Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
- 2.3 Public Body shall not mount any equipment in the County's equipment cabinet.
- 2.4 Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.
- 2.5 Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the

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OAKNET CONNECTIVITY**

local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.

- 2.6 If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
- 2.7 Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services.
- 2.8 Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 SERVICE AND SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

5.0 LICENSE USE AND ACCESS

- 5.1 County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

**EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS**

INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as “CLEMIS”) is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and compiles with this Agreement.

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I.T. SERVICES AGREEMENT
CLEMIS

- 1.8. **CLEMIS Website** is the portion of the County’s website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
- 1.9. **Criminal Justice Information Services (“CJIS”) Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information (“CJI”) as defined in the CJIS Security Policy.
- 1.10. **Fire Records Management System (“FRMS”)** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. CLEMIS DIVISION RESPONSIBILITIES.

- 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
- 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
- 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
- 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
- 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and

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regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.

- 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.
- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
- 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
- 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
- 3.9. **Data Update/Expungment/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
- 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
- 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
- 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.

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CLEMIS

- 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
- 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.
4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**
- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body’s data to Public Body. County will provide such data in a format and time period determined by County but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. **Third Party Requests to County for Public Body Data.**
- 4.2.1. **Michigan Freedom of Information Act Requests.** County will respond pursuant to applicable law, to Michigan Freedom of Information Act (“FOIA”) requests addressed and received by County, Subject to applicable law, if County receives a request for Public Body’s data possessed by County, County will provide written notice to the requesting person identifying the Public Body and stating that the requesting person shall submit their request to the Public Body. Public Body shall be responsible for responding to all FOIA requests received by the Public Body.
- 4.2.2. **Other Legal Requests (Excluding FOIA Requests) to County for Public Body Data.** County will respond pursuant to applicable law to any subpoena, court order, or other legal request addressed to and received by County for Public Body’s data possessed by County. Before responding to said legal request, County will use commercially reasonable efforts to inform Public Body of the request for the purpose of providing Public Body an opportunity to contest the legal request and/or to provide County with information that could impact County’s response to the legal request. For the avoidance of doubt, this paragraph 4.2.2. does not apply to FOIA requests, which are governed by paragraph 4.2.1. (above).
- 4.2.3. Section 4.2 only applies to Public Body’s data possessed by County for the purposes of providing services under Exhibit X (CLEMIS) and not to any other exhibit. Additionally, this section 4.2 does not apply to the CLEMIS Crash Purchase Application, which is governed by section 6 (below).
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body’s data to a third party. Addendum A shall identify the

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third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.

- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** Except as otherwise provided in this Exhibit, the Agreement, or as directed in Addendum A, County will not provide Public Body's data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police. County may provide Public Body's data to County contractors and vendors for the purposes of providing services to Public Body, the County, and/or for improving CLEMIS Applications and services.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information" or "PHI" (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act ("HITECH Amendment"), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body's data to a third party, County shall not be responsible for any actions of the third party and the third party's use of Public Body's data.

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4.8. **Sharing Data with other CLEMIS Members.** Public Body acknowledges and agrees that County may share Public Body's data with other CLEMIS members upon the recommendation and counsel of the CLEMIS Advisory Committee.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.

5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.

5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.

5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).

5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County's fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.

5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.

5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than

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fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter “Payment Application”) and/or the CLEMIS Crash Purchase Application (hereinafter “Purchase Application”), then the following terms and conditions apply:

- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
- 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
- 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County’s contractual obligations, and reasonable business standards and practices.
- 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
- 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
- 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
- 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the

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Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
- 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
- 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
- 6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.
7. **CLEMIS ADVISORY COMMITTEE.**
- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members

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concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

- 7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.

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10. **OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.**

- 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

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ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

Tier 1

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
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Tier 2

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
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Tier 2.5

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
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Tier 3

16 or more FTE's	6 – 15 FTE's	1 – 5 FTE's
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Tier 4 Rescinded

Tier 5 Rescinded

Tier 6 (eCLEMIS)

19 or more FTE's	6 – 18 FTE's	1 – 5 FTE's
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Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center

Tier 8 Jail Management (outside Oakland County)

Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan (does not contribute any data)

District Court in Oakland County (excluding 52nd District Courts)

Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional.

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

District Court outside Oakland County

Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional.

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

Circuit Court (outside Oakland County - does not contribute any data)

Prosecutor Office (outside Oakland County, does not contribute any data)

FRMS Participant (Fire Records Management System)

In Oakland County

Outside Oakland County

Vendor name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

In Oakland County

Outside Oakland County

Vendor name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

CRASH Report Payment Amount: _____

Enhanced Access Fee Disbursement Instructions

Disbursement when Requested

Disbursement Quarterly

Make Check Payable to:

OPT-IN Exhibit VIII (OakNet Connectivity) OakNet connectivity is needed

COUNTY: _____

CLEMIS Division Director

Date

PUBLIC BODY: _____

Title/Name: _____

Signature: _____

Date

(to be completed by Public Body)



Ordinance No. 1411

2023-24 TAX LEVY ORDINANCE

THE CITY OF YPSILANTI ORDAINS THAT:

A general operating millage rate of 17.2803 mills (.0176637 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:

MILLAGE NAME	MILLAGE RATE
GENERAL OPERATING	17.2803
POLICE & FIRE PENSION	5.7899
POLICE & FIRE OPEB	2.2577
SANITATION	2.5265
WATER STREET LTGO RFDG BONDS 2016A (VOTED IN AUGUST 8, 2017)	1.7312
PUBLIC TRANSIT (VOTED IN NOVEMBER 2010)	.8890
TOTAL	30.4746

Made, passed and adopted by the Ypsilanti City Council this ____ day of _____, 2023

Nicole Brown, Mayor

Andrew Hellenga, City Clerk

ATTEST

I do hereby confirm that the above Ordinance NO. 1411 was published on the City of Ypsilanti website on May____, 2023 and published in Washtenaw Legal News on the ____ of May, 2023 edition.

Andrew Hellenga, 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 _____ of _____, 2023.

Andrew Hellenga, City Clerk

Public Hearing Notice

Published on the City of Ypsilanti website on the 4th of April, 2023 and published in Washtenaw Legal News on the 4th of April, 2023 edition.



Resolution No. 2023-105
June 6, 2023

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 Year 2022-23 and 2023-24, be approved on Second and Final Reading.

FUND	FUND NAME	FUND BALANCE BEG	FY 2022-23		FY 2023-24		FUND BALANCE END
			REVENUE	EXPENDITURE	REVENUE	EXPENDITURE	
101	General Fund	10,040,450	19,130,814.00	(17,757,378.00)	16,198,634.00	(18,073,200.00)	9,539,320
202	Major Street	3,924,761	2,332,622.00	(3,426,930.00)	1,904,983.00	(2,314,066.00)	2,421,370
203	Local Street	1,702,819	642,960.00	(757,859.00)	653,835.00	(767,792.00)	1,473,963
205	Public Safety	216,173	430,000.00	(430,000.00)	430,000.00	(430,000.00)	216,173
226	Garbage and Rubbish Collection	1,180	1,674,814.00	(1,669,263.00)	1,381,157.00	(1,377,048.00)	10,840
248	We & Cross	100,834	144,328.00	(87,353.00)	148,321.00	(87,053.00)	219,077
265	Police Special Revenue	64,874	903.00	(11,265.00)	813.00	(11,265.00)	44,060
275	Depot Town Development	307,738	129,729.00	(88,168.00)	133,178.00	(88,852.00)	393,625
304	2016 GOLT Bonds	429	893,580.00	(893,580.00)	900,895.00	(900,895.00)	429
342	2012 UTGO Refunding Bonds	9,963	32.00	0.00	29.00	0.00	10,024
364	2002B W&S Debt \$485 DWRF	0	-	0.00	-	0.00	0
413	Down Town Authority	338,109	445,087.00	(456,377.00)	421,108.00	(309,987.00)	437,940
414	Capital Improvement	475,460	1,159,552.00	(1,274,432.00)	1,190,590.00	(1,186,014.00)	365,156
415	Economic Development Authority	33,173	36,533.00	0.00	37,567.00	0.00	107,273
469	2003D W&S \$3.5M DWRF	0	337,313.00	(337,313.00)	334,125.00	(334,125.00)	0
471	2003C W&S \$785K DWRF	0	51,875.00	(51,875.00)	50,625.00	(50,625.00)	0
473	2004 A Series DDA Cons \$995K	0	162,090.00	(87,360.00)	83,680.00	(83,680.00)	74,730
474	2004B W&S Sew \$6.3M DWRF	0	390,081.00	(390,081.00)	387,166.00	(387,166.00)	0
479	2007 W&W Rev DWRF \$375K	0	17,044.00	(17,044.00)	21,672.00	(21,672.00)	0
480	2008 W&S Disp. Rev \$435K	0	29,044.00	(29,044.00)	28,419.00	(28,419.00)	0
481	2009 W&S Bonds 7249-01	0	11,601.00	(11,601.00)	11,351.00	(11,351.00)	0
482	2012 W&S Factory Pump	824,706	186,000.00	(186,000.00)	182,500.00	(182,500.00)	824,706
483	2013 Rev Refunding Bond	1,625,141	342,650.00	(342,650.00)	335,750.00	(335,750.00)	1,625,141
485	Water Main DWRF 7320-01	0	26,116.00	(26,116.00)	25,616.00	(25,616.00)	0
486	2016 W&S Rev Refunding Bonds	0	1,262,700.00	(1,262,700.00)	1,275,200.00	(1,275,200.00)	0
495	Sidewalk Improvement	153,615	117,623.00	(147,417.00)	117,361.00	(147,889.00)	93,293
514	Parking Fund	34,683	398,403.00	(349,169.00)	360,032.00	(291,858.00)	152,091
588	Public Transit	7,152	322,863.00	(322,863.00)	332,548.00	(332,548.00)	7,152
641	Motorpool	1,014,315	1,295,220.00	(686,533.00)	1,296,773.00	(1,280,740.00)	1,639,035
677	Worker's Compensation Fund	338,058	144,656.00	(233,313.00)	148,408.00	(244,965.00)	152,844
732	Fire and Police Pension	24,328,857	5,034,440.00	(4,632,820.00)	5,036,218.00	(4,632,820.00)	25,133,875
736	Retiree Benefits	9,147,424	1,245,725.00	(1,331,187.00)	1,238,147.00	(1,331,187.00)	8,968,922
477	2006 GOLT	1,150,450					1,150,450
Grand Total		55,840,365	38,396,398	(37,297,691)	34,666,701	(36,544,283)	55,061,490

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 the City Managers' authority to approve budget transfers between programs within the same fund, and only Council may authorize transfers between funds. Department Heads may transfer funds between accounts within a specific program

#Resolution No. 2023-105

**under their direction with the exception of personnel and capital expenditures,
which must be approved by the City Manager.**

OFFERED BY: _____

SECONDED BY: _____

YES:

NO:

ABSENT:

VOTE:

This resolution is adopted by the Council of the City of Ypsilanti and approved by the Mayor this
6 day of June 2023

#Resolution No. 2023-105



Ordinance No. 1412

AN ORDINANCE TO AMEND BUDGET APPROPRIATIONS BY DEPARTMENT AND MAJOR ORGANIZATIONAL UNIT FOR THE FISCAL YEAR 2022-23 and 2023-24

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.

FUND	FUND NAME	FUND BALANCE BEG	FY 2022-23		FY 2023-24		FUND BALANCE END
			REVENUE	EXPENDITURE	REVENUE	EXPENDITURE	
101	General Fund	10,040,450	19,130,814.00	(17,757,378.00)	16,198,634.00	(18,073,200.00)	9,539,320
202	Major Street	3,924,761	2,332,622.00	(3,426,930.00)	1,904,983.00	(2,314,066.00)	2,421,370
203	Local Street	1,702,819	642,960.00	(757,859.00)	653,835.00	(767,792.00)	1,473,963
205	Public Safety	216,173	430,000.00	(430,000.00)	430,000.00	(430,000.00)	216,173
226	Garbage and Rubbish Collection	1,180	1,674,814.00	(1,669,263.00)	1,381,157.00	(1,377,048.00)	10,840
248	West Cross	100,834	144,328.00	(87,353.00)	148,321.00	(87,053.00)	219,077
265	Police Special Revenue	64,874	903.00	(11,265.00)	813.00	(11,265.00)	44,060
275	Depot Town Development	307,738	129,729.00	(88,168.00)	133,178.00	(88,852.00)	393,625
304	2016 GOLT Bonds	429	893,580.00	(893,580.00)	900,895.00	(900,895.00)	429
342	2012 UTGO Refunding Bonds	9,963	32.00	0.00	29.00	0.00	10,024
364	2002B W&S Debt \$485 DWRF	0	-	0.00	-	0.00	0
413	Down Town Authority	338,109	445,087.00	(456,377.00)	421,108.00	(309,987.00)	437,940
414	Capital Improvement	475,460	1,159,552.00	(1,274,432.00)	1,190,590.00	(1,186,014.00)	365,156
415	Economic Development Authority	33,173	36,533.00	0.00	37,567.00	0.00	107,273
469	2003D W&S \$3.5M DWRF	0	337,313.00	(337,313.00)	334,125.00	(334,125.00)	0
471	2003C W&S/SW \$785K DWRF	0	51,875.00	(51,875.00)	50,625.00	(50,625.00)	0
473	2004 A Series DDA Cons \$995K	0	162,090.00	(87,360.00)	83,680.00	(83,680.00)	74,730
474	2004B W&S Sew \$6.3M DWRF	0	390,081.00	(390,081.00)	387,166.00	(387,166.00)	0
479	2007 W&W Rev DWRF \$375K	0	17,044.00	(17,044.00)	21,672.00	(21,672.00)	0
480	2008 W&S Disp. Rev \$435K	0	29,044.00	(29,044.00)	28,419.00	(28,419.00)	0
481	2009 W&S Bonds 7249-01	0	11,601.00	(11,601.00)	11,351.00	(11,351.00)	0
482	2012 W&S Factory Pump	824,706	186,000.00	(186,000.00)	182,500.00	(182,500.00)	824,706
483	2013 Rev Refunding Bond	1,625,141	342,650.00	(342,650.00)	335,750.00	(335,750.00)	1,625,141
485	Water Main DWRF 7320-01	0	26,116.00	(26,116.00)	25,616.00	(25,616.00)	0
486	2016 W&S Rev Refunding Bonds	0	1,262,700.00	(1,262,700.00)	1,275,200.00	(1,275,200.00)	0
495	Sidewalk Improvement	153,615	117,623.00	(147,417.00)	117,361.00	(147,889.00)	93,293
514	Parking Fund	34,683	398,403.00	(349,169.00)	360,032.00	(291,858.00)	152,091
588	Public Transit	7,152	322,863.00	(322,863.00)	332,548.00	(332,548.00)	7,152
641	Motorpool	1,014,315	1,295,220.00	(686,533.00)	1,296,773.00	(1,280,740.00)	1,639,035
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736	Retiree Benefits	9,147,424	1,245,725.00	(1,331,187.00)	1,238,147.00	(1,331,187.00)	8,968,922
477	2006 GO LTD	1,150,450					1,150,450
Grand Total		55,840,365	38,396,398	(37,297,691)	34,666,701	(36,544,283)	55,061,490

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 the City Managers' authority to approve budget transfers between programs within the same fund, and only Council may authorize transfers between funds. Department Heads may transfer funds

between accounts within a specific program under their direction with the exception of personnel and capital expenditures, which must be approved by the City Manager.

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 the Ypsilanti Courier. This Ordinance shall become effective after publication at the expiration of 30 days after adoption.

Made, passed and adopted by the Ypsilanti City Council this ____ day of _____, 2023.

Andrew Hellenga, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. ____ was published on the City of Ypsilanti website in May____, 2023 and published in Washtenaw Legal News on the ____ day of May, 2023 edition.

Andrew Hellenga, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council held on the _____ day of _____, 2023.

Andrew Hellenga, City Clerk



MEMORANDUM
JUNE 6, 2023

For: Mayor and City Council

From: Frances McMullan, City Manager

Subject: FY 23-24 & 24-25

City Council Proposed Adjustments

- Non-armed Response Team (vehicle and dispatch) – Review potential partners, leverage a regional solution (CVIT). (Account # 101)
 - Community Engagement #3 & Community Mental Health #2
 - \$124,500
- Housing Trust Fund – *Fund through county safety millage* (Account # 101)
 - Community Mental Health #2 & Housing #5
 - \$100,000 (\$25,000 earmarked to Barrier Busters)
- Commission Fair/Field Day – Collaborate with other events (Jazz fest, Juneteenth, etc...) (Account # 101)
 - Community Engagement #3
 - \$10,000 101
- Storm Sewer Mapping – Programmed in the CIP for FY 24-25 Storm Water Improvement Plan (FY24-25) (Account # 203)
 - Invest in Infrastructure #4
 - \$50,000
- Non-Motorized Projects – Mandatory Non-motorized features in reconstruction. (Account # 202)
 - Invest in Infrastructure #4
 - \$50,000
- Non-motorized Neighborhood Connectors (signage) – Potential partners (CVB, County) (Account # 202).
 - Community Engagement #3 & Invest in Infrastructure #4
 - \$75,000
- Tot-lot Amenities – Use funding programmed for parks from the community mental health funds. (Account # 101)
 - Invest in Infrastructure #4 & Community Mental Health #2
 - \$75,000 (over 3 years)
- Resurfacing the Pool – (Account # 101)
 - Invest in Infrastructure #4 & Community Mental Health #2
 - \$70,000
- Youth Mini Grant- Potential funding through the marijuana facility permit applications (\$1,000) (Account # 101)
 - Community Mental Health #2 & Community Engagement #3
 - \$25,000
- Grant writer – (Account #101)
 - \$50,000 (based on state average)
 - Included in the job description of Economic Development and Equity Planner.

Adjustments programmed in the budget.

- City Hall Elevator Modernization – Mandatory (ADA Compliance Issues) 414
 - Retain and Attract Staff #1, Invest in Infrastructure #4
 - \$450,000
- Software Upgrades – BS&A (**Removed from Budget**)
 - Retain and Attract Staff #1, Community Engagement #3
 - -\$200,000
- Local Road Pavement Restoration/Storm Water Improvement Program
 - Invest in Infrastructure #4
 - \$300,000 storm mapping 203
- Marijuana Consultant (**Removed from Budget**)
 - Revenue Generation #5
 - -\$35,000
- Building Contractual Services (Account # 101)
 - Housing #5
 - \$200,000/per FY (Paid for through permit fees from the development)
- Capital Improvements Plan (Account #s 414, 514, 641)
 - Delay to FY 24-25
 - -210,000
- **DPS Roof – (101) (Mandatory needs to be included)**
 - **\$500,000 (lowest possible cost)**
 - **Retain and Attract Staff #1**

Potential Revenue

- Increase Parking Permits by \$10 and CBD by \$20 (\$10,000) – Revenue Generation #5
 - Increase Building Permit Fees (if possible) – Revenue Generation #5
-

GENERAL FUND ADJUSTMENTS 101		GOAL	22-23	23-24
BEGINNING FUND BALANCE			10,040,450.00	11,413,886.00
PROJECTED SURPLUS/SHORTFALL			1,373,436.00	(1,874,566.00)
MANAGEMENT APPROVED FUND BALANCE			11,413,886.00	9,539,320.00
ADDITIONAL MANAGEMENT ADJUSTMENT				
Buidling Inspections				(250,000.00)
Change of Building and Financial Software - Removed				200,000.00
Elevator(Additional)				(150,000.00)
Marijuana Consultant removed				35,000.00
Transfer to Parking- EV Charging removed				50,000.00
Transfer to CIP-DPS Roof				(500,000.00)
Non-armed Response Team (vehicle and dispatch)		Community Engagement #3, Community Mental Health #2		
Housing Trust Fund (25k to Barrier Busters)		Community Mental Health #2, Housing #5		(100,000.00)
Commission Fair/Field Day		Community Engagement #3		
Barrier Busters Removed		Community Mental Health #2, Housing #5		
Tot-lot Amenities		Invest in infrastructure #4, Community Mental Health #3		(75,000.00)
Hiring a grant writer (Current Staff)				
Resurfacing the Pool		Invest in infrastructure #4, Community Mental Health #3		(70,000.00)
Youth Mini Grant		Community Engagement #3, Community Mental Health #2		(25,000.00)
COUNCIL ADJUSTMENT			-	(885,000.00)
PROJECTED FUND BALANCE END			11,413,886.00	8,654,320.00

GENERAL FUND ADJUSTMENTS 101		GOAL	22-23	23-24
BEGINNING FUND BALANCE			10,040,450.00	11,413,886.00
PROJECTED SURPLUS/SHORTFALL			1,373,436.00	(1,874,566.00)
MANAGEMENT APPROVED FUND BALANCE			11,413,886.00	9,539,320.00
ADDITIONAL MANAGEMENT ADJUSTMENT				
Buidling Inspections				(250,000.00)
Change of Building and Financial Software - Removed				200,000.00
Elevator(Additional)				(150,000.00)
Marijuana Consultant removed				35,000.00
Non-armed Response Team (vehicle and dispatch)	Community Engagement #3, Community Mental Health #2			(124,500.00)
Housing Trust Fund (25k to Barrier Busters)	Community Mental Health #2, Housing #5			(100,000.00)
Commission Fair/Field Day	Community Engagement #3			(10,000.00)
Barrier Busters Removed	Community Mental Health #2, Housing #5			
Tot-lot Amenities	Invest in infrastructure #4, Community Mental Health #3			(75,000.00)
Hiring a grant writer (Current Staff)				
Resurfacing the Pool	Invest in infrastructure #4, Community Mental Health #3			(70,000.00)
Youth Mini Grant	Community Engagement #3, Community Mental Health #2			(25,000.00)
Transfer to CIP-DPS Roof				(500,000.00)
Transfer to Parking- EV Charging removed				50,000.00
COUNCIL ADJUSTMENT			-	(1,019,500.00)
PROJECTED FUND BALANCE END			11,413,886.00	8,519,820.00

MAJOR STREET(202) ADJUSTMENT		GOAL	22-23	23-24
BEGINNING FUND BALANCE			3,924,761.00	2,830,453.00
PROJECTED SURPLUS/SHORTFALL			<u>(1,094,308.00)</u>	<u>(409,083.00)</u>
MANAGEMENT APPROVED FUND BALANCE			2,830,453.00	2,421,370.00
ADJUSTMENTS				-
COUNCIL PROPOSED ADJU				
Storm Sewer Mapping (already in 203)	Invest in Infrastructure #4			
Non-Motorized Projects (leverage partners)	Invest in infrastructure #4			(100,000.00)
Non-motorized Neighborhood Connectors (signage)(leverage partners CVB, county)	Community Engagnement #3, invest in Infrastructure #4			<u>(25,000.00)</u>
COUNCIL ADJUSTMENTS				<u>(125,000.00)</u>
ADJUSTED FUND BALANCE			<u>2,830,453.00</u>	<u>2,296,370.00</u>

LOCAL STREET(203)		GOAL	22-23	23-24
BEGINNING FUND BALANCE			1,702,819.00	1,587,920.00
PROJECTED SURPLUS/SHORTFALL			(114,899.00)	(409,083.00)
MANAGEMENT APPROVED FUND BALANCE			<u>1,587,920.00</u>	<u>1,178,837.00</u>
ADJUSTMENTS				-
COUNCIL PROPOSED ADJU				
Storm Sewer Mapping (programmed in FY 24-25)	Invest in Infrastructure #4			(50,000.00)
Non-Motorized Projects	Invest in infrastructure #4			(100,000.00)
Non-motorized Neighborhood Connectors (signage)	Community Engagement #3, invest in Infrastructure #4			(25,000.00)
COUNCIL ADJUSTMENTS				<u>(175,000.00)</u>
ADJUSTED FUND BALANCE			<u>1,587,920.00</u>	<u>1,003,837.00</u>

CAPITAL IMPROVEMENT(414)		GOAL	22-23	23-24
BEGINNING FUND BALANCE			475,460.00	360,580.00
PROJECTED SURPLUS/SHORTFALL			(114,880.00)	4,576.00
MANAGEMENT APPROVED FUND BALANCE			<u>360,580.00</u>	<u>365,156.00</u>
ADJUSTMENTS				-
Amendment	Impact			
Freighthouse - Deck and Security				20,000.00
Facilities - DPS Aggregatre Material Stall				30,000.00
Facilities - Senior Center - Ventilation & Fire Suppression				20,000.00
Freighthouse - canopy replacements				20,000.00
Freighthouse - Built in Bar Replacement				10,000.00
	COUNCIL ADJUSTMENTS		<u>-</u>	<u>100,000.00</u>
ADJUSTED FUND BALANCE			<u><u>360,580.00</u></u>	<u><u>465,156.00</u></u>

MOTORPOOL(641)		GOAL	22-23	23-24
BEGINNING FUND BALANCE			2,837,362.00	3,446,049.00
PROJECTED SURPLUS/SHORTFALL			<u>608,687.00</u>	<u>16,033.00</u>
MANAGEMENT APPROVED FUND BALANCE			3,446,049.00	3,462,082.00
ADJUSTMENTS				-
Amendment	Impact			
STATE TRUCK				60,000.00
	COUNCIL ADJUSTMENTS		<u>-</u>	<u>60,000.00</u>
ADJUSTED FUND BALANCE			<u>3,446,049.00</u>	<u>3,522,082.00</u>



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: John Barr
DATE: June 6, 2023
SUBJECT: Extend towing contract amend fees schedule

DESCRIPTION:

Extend towing contract amend fees schedule

SUMMARY:

The City towing contract was extended by Resolution 2022-151 for two years to expire June 30 2024. The towing company request for some language changes and an adjustment of fees was inadvertently omitted from the extension agreement. The towing company requests that the language changes and fee adjustment be included.

ATTACHMENTS: Resolution to adjust towing company contract fee schedule.

RECOMMENDED ACTION: Adoption of resolution to adjust fees.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti contracted with Wall Street Towing, Inc., dba Budget/Stadium Towing for towing services, and

WHEREAS, the contract was extended to July 30, 2024 and the towing company requested contract adjustment and fee adjustment were inadvertently omitted from the legislation,

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the towing contract and fee schedule for the towing contract is adjusted as follows:

Owner/Operator

i. Additional reasonable fees:

		Current Pricing	New Pricing
i	Extra Charge for Dollies	\$78	\$90
ii	Extra Charge for Disconnecting Linkages	\$45	
iii	Extra Charge for Winching (off roadway)	\$150-\$250	
iv	Extra Charge for Flatbeds	\$150	\$180
v	Abandons Off Private Property	\$145	
vi	Motorcycles	\$185	
vii	Non-Motorized, wheeled vehicle	Case-by-case	

**Wall Street Towing Inc. D.B.A.
Stadium Towing & Recovery
Budget Towing & Storage
Milan Towing**

876 RAILROAD
YPSILANTI, MICHIGAN
48197
Ph: (734) 485-2055

May 31, 2023

To the City of Ypsilanti Council:

Salutations, I trust this missive finds you well, I am writing to you in hopes that should an RFP be in order that you have details that are being implemented in the area and the prevalent rates for the towing and service contracts in the district.

I have enclosed a copy of the pricing strategy that the Washtenaw County Sheriffs' Office has implemented.

Although an increase of some type is in the works between Sheriff Clayton and Myron Blackwell the Towing Coordinator, they have yet to announce the percentage or scope of the increase.

That aside the City of Ypsilanti took the mitigating factors of delivering first in class service costs when they determined the current pricing strategy.

	WCSO	YPD
HOOK	145.00	180.00
DOLLIES	78.00	90.00
STORAGE	24.00	36.00

These rates are for the basic service we provide in half hour increments incidentals fees are indicated in my enclosure and both agencies pretty much mirror each other in that aspect.

As to the fees that we collect on behalf of the policing agency and the secretary of State are as follows:

	WCSO	YPD
IMPOUND	45.00	40.00
PRIV IMPOUND	0.00	30.00

As you can see YPD is more aggressive in recouping the human cost of their requirement of putting cars in lien and taking them out and finally preparing auctions to dispose of the vehicles that are abandoned on lot.

They are not alone in this the Secretary of State charges 40.00 for their handling of the paperwork should the vehicle be deemed abandoned.

If I can be of further assistance in your desire to move forward please call to discuss.

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May 31, 2023

Respectfully,

