



**CITY OF YPSILANTI
CITY COUNCIL MEETING
SEPTEMBER 1, 2020 @ 7:00 PM
VIRTUAL MEETING**

One South Huron, Ypsilanti, MI 48197

<https://us02web.zoom.us/j/82486577226>

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I. CALL TO ORDER

II. ROLL CALL

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. PRESENTATIONS

- 4 - 5** A. International Association of Chiefs of Police, One Mind Campaign - Chief DeGiusti
[Letter](#)
[Certificate](#)

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- 6 - 9** A. *Ordinance No.* - An Ordinance entitled, "An ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances to adjust sewage disposal rates.
1. Resolution No. 2020-175, determination
2. Open Public Hearing
3. Resolution No. 2020-176, close public hearing
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- 10 - 17** B. *Ordinance No.* - An Ordinance entitled, "An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates.
1. Resolution No. 2020-177, determination
2. Open Public Hearing
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[Supporting Documents - Pdf](#)

VII. RESOLUTIONS/MOTIONS/DISCUSSIONS

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Ypsilanti City Code, Chapter 122, Section 122-451, "Medical Marijuana Provisioning Centers and Recreational Marijuana Retailers in Neighborhood Corridor". **(Second Reading)**

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- 42 - 48** C. Resolution No. 2020-181, approving the replacement of the Department of Public Services Vehicle Lift.
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- 73 - 77** E. Resolution No. 2020-183, approving the application for youth mini-grant from Ypsilanti Youth Athletic Association.
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- 78 - 80** F. Resolution No. 2020-184, approving amendment to FY 20-21 Budget to increase allocation for ballot return postage.
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- 81 - 83** G. Resolution No. 2020-185, approving budget adjustment for a part-time Clerk-Treasury Generalist
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- H. Appointing members of Council to act as Council Liaisons to City Advisory Boards. **(Tabled 8/18/2020)**
1. Police Advisory Commission
 2. Arts Commission
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 4. Parks and Recreation Commission
 5. Sustainability Commission - Has Liaison
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[Memo](#)
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VIII. BOARD AND COMMISSION - NOMINATIONS

- 93 - 95** A. **Downtown Development Authority**

Alex Merz - **(New Appointment)**

1930 Roosevelt

Ypsilanti, MI 48197

[Alex Merz Redacted App](#)

IX. LIAISON REPORTS

1. SEMCOG Update
2. Washtenaw Area Transportation Study
3. Urban County
4. Ypsilanti Downtown Development Authority

X. COUNCIL PROPOSED BUSINESS

XI. COMMUNICATIONS FROM THE MAYOR

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- A. Selection of evaluation committee for the City Manager and City Clerk
[City Manager Policy](#)
[City Clerk Policy](#)
- B. Encourage city residents to participate in the census, and emphasize the need in returns from public housing.

XII. COMMUNICATIONS FROM THE CITY MANAGER

- A. Solicitation of community input for Community Policing Strategy.

XIII. COMMUNICATIONS

XIV. ADJOURNMENT

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- A. Resolution No. 2020-186, adjourning the City Council Meeting.
[2020-186 - 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.



44 Canal Center Plaza, Suite 200 | Alexandria, VA 22314, USA | 703.836.6767 or 1.800.THEIACP | www.theIACP.org

Dear Chief DeGiusti,

I want to personally congratulate you and the dedicated members of the Ypsilanti Police Department on your achievement in completing the One Mind Campaign Pledge. By training and certifying 100% of your agency's officers in Mental Health First Aid or other equivalent mental health awareness course and at least 20% of your sworn staff in Crisis Intervention Training, you demonstrate your agency's commitment to the safety and well-being of all the members of your community. Your willingness to build community partnerships and implement promising practices to enhance police interactions with persons affected by mental illness speaks to your innovative leadership.

As law enforcement leaders, we know that successful interactions between police officers and persons affected by mental illness improves public trust, ensures officer safety, and saves lives.

The significance of your efforts cannot be overstated.

I urge you to continue to train and certify your officers in mental health first aid training and crisis intervention team training and to continue strengthening your agency's relationship with mental health services organizations in your community. I hope you will join me in continuing to promote the One Mind Campaign. Thank you for your dedication to public safety and to enhancing police response to persons affected by mental illness.

Sincerely,



Steven M. Casstevens
IACP President

President
Chief Steven R. Casstevens
Buffalo Grove, IL, Police Department

Immediate Past President
Chief Paul M. Cell
Montclair State University, NJ,
Police Department

First Vice President
Chief Cynthia E. Renaud
Santa Monica, CA, Police Department

Second Vice President
Chief Dwight E. Henninger
Vail, CO, Police Department

Third Vice President
Chief John Letteney
Apex, NC, Police Department

Fourth Vice President
Chief Wade Carpenter
Park City, UT, Police Department

Vice President At-Large
Chief Will Johnson
Arlington, TX, Police Department

Vice President At-Large
Chief Kristen Ziman
Aurora, IL, Police Department

International Vice President
Special Agent in Charge Ray Villanueva
U.S. Department of Homeland Security
Washington, D.C.

Vice President-Treasurer
Chief Ken A. Walker
West University Place, TX,
Police Department

**General Chair, Division of State
Associations of Chiefs of Police**
Chief Thomas Clemons
Seward, AK, Police Department

**General Chair, Division of State and
Provincial Police**
Cabinet Secretary Craig Price
South Dakota Highway Patrol

**General Chair, Midsize
Agencies Division**
Chief Sandra Spagnoli
Beverly Hills, CA, Police Department

Parliamentarian
Chief Russell B. Laine (ret.)
Algonquin, IL, Police Department

**Executive Director /
Chief Executive Officer**
Vincent Talucci, CAE
Alexandria, VA

**Deputy Executive Director /
Chief Operating Officer**
Terrence M. Cunningham
Alexandria, VA

International Association of Chiefs of Police

Shaping the Future of the Policing Profession®



CERTIFICATE OF COMPLETION

This Document Recognizes

Ypsilanti Police Department

For Fulfilling the Goals of the

One Mind Campaign Pledge



August 25, 2020

Date

Steven R. Casstevens
IACP President

Vincent Talucci, CAE
Executive Director/Chief Executive Officer

ORDINANCE NO. 2020 –1364

An ordinance to amend Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances to adjust sewage disposal rates.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Chapter 106, Article V, Section 106-454(a) of the Code of Ordinances shall be amended as follows:

(b) For all billings rendered prior to October 15, 2020, existing sewage disposal rates shall prevail. For all billings rendered on or after October 15, 2020, sewage disposal rates shall be as follows for each bimonthly (two-month) period:

(1) **Readiness-to-serve rates based on size of meter:**

Meter Size (inch)	Sewage Rate
5/8-3/4	\$ 17.24
1	\$ 43.10
1-1/2	\$ 86.18
2	\$ 137.89
3	\$ 430.92
4	\$ 861.84
6	\$ 1,723.69
8	\$ 3,016.45
10	\$ 4,740.13
12	\$ 5,601.98

(2) **Commodity rate:** \$3.08 per 100 cubic feet

* * * * *

This Ordinance shall take effect and be in full force upon publication in the _____.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2020.

, Mayor

, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 2020-_____ was published in the
_____ on the _____ day of _____, 2020.



Resolution No. 2020-177
September 1, 2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an Ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates within the City of Ypsilanti be approved on First Reading.

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 1 day of September 2020

#Resolution No. 2020-177

ORDINANCE NO. 2020-1365

An ordinance to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to adjust water service rates.

BE IT ORDAINED BY THE CITY OF YPSILANTI, that:

Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances shall be amended as follows:

(b) For all billings rendered prior to October 15, 2020, existing water service rates shall prevail. For all billings rendered on or after October 15, 2020, water service rates shall be as follows, for each bimonthly (two-month) period:

(1) **Readiness-to-serve rates based on size of meter:**

Meter Size (inch)	Water Rate
5/8-3/4	\$ 19.61
1	\$ 49.02
1-1/2	\$ 98.03
2	\$ 156.84
3	\$ 490.13
4	\$ 980.26
6	\$ 1,960.53
8	\$ 3,430.92
10	\$ 5,391.45
12	\$ 6,371.72

(2) **Commodity rate:** \$5.61 per 100 cubic feet

* * * * *

This Ordinance shall take effect and be in full force upon publication in the _____.

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____
DAY OF _____, 2020.

, Mayor

, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 2020-_____ was published in the
_____ on the _____ day of _____, 2020.



Dedicated to Providing Top Quality, Cost Effective, and
Environmentally Safe Water and Wastewater Services to Our Customers

YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

July 23, 2020

VIA EMAIL and USPS

Mr. Andrew Hellenga, Clerk
CITY OF YPSILANTI
One South Huron Street
Ypsilanti, Michigan 48197-5400

Re: **YCUA Water and Sewer Rate Changes**

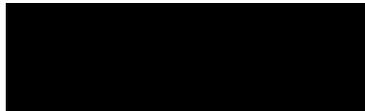
Dear Andrew:

Enclosed is a letter to the City Council regarding adjustments to the water rate and sewer rates for YCUA City Division customers. Also included are the two ordinances approving the changes and the supporting documentation. On August 26, 2020, the YCUA Board of Commissioners will be considering the recommendation to City Council for the adjustments indicated.

Please place these items on the City Council agenda for a first reading on September 1st and a second reading on September 15th so that the ordinances, if approved, can go into effect October 15th, 2020.

Also, please forward to the City Council members the supporting documentation included for their use in considering these ordinance requests.

If you have any questions, please contact me.



JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks

Enclosures

cc w/encl.: YCUA Board of Commissioners

Ms. Frances McMullan

Mr. Scott E. Munzel

cc: Mr. Dwayne R. Harrigan

Ms. Gail M. Thomas



Dedicated to Providing Top Quality, Cost Effective, and
Environmentally Safe Water and Wastewater Services to Our Customers

YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

July 23, 2020

VIA EMAIL and USPS

CITY OF YPSILANTI
City Council
One South Huron Street
Ypsilanti, Michigan 48197-5400

Re: **YCUA Water and Sewer Rate Changes**

Dear Council Member:

At the regular meeting of the YCUA Board of Commissioners on August 26, 2020, the Board will consider a recommendation to the Ypsilanti City Council for the following rate adjustments for City Division customers: a water and readiness to serve rate increase of 3%, a sewer and readiness to serve rate increase of 3%. The combined effect of these rate adjustments, which will be effective October 15, 2020, would be a 3% increase in a City Division customer's bimonthly bill.

The two ordinances approving these rate adjustments are included in this correspondence for your consideration. Also included is the document summarizing the budget highlights related to the September 1, 2020 fiscal year budget, which the YCUA Board of Commissioners will also consider at their August 26, 2020 regular meeting. Note that the Great Lakes Water Authority has increased its rate to YCUA by 3% effective October 1, 2020.

If you have any questions, please contact me.



JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks

Enclosures

cc w/encl.: YCUA Board of Commissioners

Mr. Andrew Hellenga

Ms. Frances McMullan

Mr. Scott E. Munzel

cc: Mr. Dwayne Harrigan

Ms. Gail M. Thomas

**YCUA
2020-21 Budget Highlights**

Water Sales

City Division: The budget projects that water revenue in the city will increase 1.3% compared to 2019/2020 Budget. This will increase water revenues by \$65,000.

Township Division: The budget projects water sales in the Township to increase by 1.9% compared to 2019/2020 Budget. The increase of revenue will also be approximately \$302,000

Sewer Sales

City Division: The budget projects sewer sales from within the city to increase 1.0% (\$16,000) compared to the 2019-2020 budget.

Township Division: The budget projects sewer sales from within the Township to increase 2.6% (\$267,000) from the 2019/2020 Budget.

Contract Communities: Revenue from contract communities is projected to remain the same as 2019/2020.

Overall Summary

Adjustment to water sales (City)	\$ 65,000
Adjustment to water sales (Township)	\$ 302,000
Adjustment to wastewater sales (City)	\$ 16,000
Adjustment to wastewater sales (Township)	\$ 267,000
Total revenue increased	\$ 650,000
Operating Costs increased	\$ 160,000
Incinerator temporary shutdown	\$ 290,000
Increase costs from GLWA	\$ 350,000
Debt/Interest decreased	<u>(\$ 150,000)</u>
Total expenses increased	\$ 650,000

City Customers- 3.00% Increase

Average Bill (10 units) (\$123.69) increase on bill \$3.60/bill or \$1.80/mth
(Comprised of 3.0% increase water and 3.0% increase sewer)

Other Community Rate 2020-2021 Comparisons

Kalamazoo Increase of 12%
Ann Arbor Increase of 6.5%
Sterling Heights Increase of 5.2%
City of Birmingham Increase of 3.25%

YCUA City Division

	water	sewer	Total
Current			
Ready to Service	\$19.03	\$16.74	\$35.77
Commodity rate (per unit)	\$5.44	\$2.99	\$8.43

Average User residential

	10 units(7,480 gallons) per 2 month billing cycle		
	water	sewer	Total
Ready to Service	\$19.03	\$16.74	\$35.77
10 units	\$54.43	\$29.89	\$84.31
Total	\$73.46	\$46.62	\$120.09

Effect on average city customers with a proposed 3.00% water rate increase, a sewer rate increase of 3.00%. Combined effect 3.00%

	water	sewer	Total
PROPOSED: October 15, 2020			
Ready to Service	\$ 19.61	\$ 17.24	\$36.85
Commodity rate (per unit)	\$ 5.61	\$ 3.08	\$8.68

Average User residential (proposed)

	10 units(7,480 gallons) per 2 month billing cycle		
	water	sewer	Total
Ready to Service	\$19.61	\$17.24	\$36.85
10 units	\$56.06	\$30.78	\$86.84
Total	\$75.67	\$48.02	\$123.69
Increase in bill			\$3.60
Percent Change	3.00%	3.00%	3.00%



**Resolution No. 2020-179
September 1, 2020**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of August 11 and August 18, 2020 be approved.

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
1 day of September 2020

#Resolution No. 2020-179



MINUTES VIRTUAL REGULAR COUNCIL Meeting

7:00 PM - Tuesday, August 11, 2020

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, August 11, 2020, at 7:00 PM, with the following members present:

PRESENT: Council Member Jennifer Symanns, Council Member Steven Wilcoxon, Mayor Pro-Tem Nicole Brown, Mayor Lois Richardson, Council Member Anthony Morgan, and Council Member Annie Somerville

I. CALL TO ORDER

The meeting was called to order at 7:03 p.m.

II. ROLL CALL

III. AGENDA APPROVAL

The agenda was approved as submitted.

IV. PUBLIC COMMENT (3 MINUTES)

Three people spoke.

V. WARD 1 VACANCY INTERVIEWS

Interview Questions:

1. Given this seat is being filled by vote of council, rather than your constituents, how do you plan to represent Ward 1? That is, where do you find yourself on the spectrum between representing the opinions of your constituents versus representing your opinions? What do you do when those two are not congruent?
2. Given the short duration of this appointment and the typical learning curve for a new council member, how do you see your roll differently than if this were a full term? What will you focus on?
3. If someone came to you with a proposal to build a new piece of public infrastructure in our city (road, bridge, etc) how would you evaluate whether that project was worth implementing?
4. Explain the difference between diversity, equity, and inclusion and how you see these interplay in Ypsilanti?
5. How long have you been a resident of Ward 1 and (in your view) what positive and negative changes have you seen in your time living here; how much of the history of Ward 1 do you know and what do you see could be done to see the glory restored?
6. What would be your priorities for changes to Improve life for the residents and to make Ward 1 a more desirable place to live?

7. How will you navigate working effectively with staff?
8. How will you communicate information to the community?
9. What role have you played within a team when you had a very short time to make a credible impact, where was it and what was the outcome?
10. How pro Ypsilanti have you been as a citizen and what ways have you contributed to the overall betterment of the City?
11. What do you believe is the single most compelling issue facing the City of Ypsilanti?
12. Please tell us about any other activities, specialized skills, knowledge, or professional experience that would contribute to your effectiveness in serving on City Council.

- a) Toi Dennis - 7:00 pm
- b) Lawrence Wartley - 7:35 pm
- c) Brian Jones-Chance - 8:10 pm

Council Member Steven Wilcoxon moved, seconded by Council Member Anthony Morgan, to vote on the Ward 1 Council Seat on the 18th.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Anthony Morgan
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

VI. ADJOURNMENT

The meeting was adjourned at 8:53 p.m.



MINUTES REGULAR COUNCIL Meeting

7:00 PM - Tuesday, August 18, 2020

The REGULAR COUNCIL of the City of Ypsilanti was called to order on Tuesday, August 18, 2020, at 7:00 PM, with the following members present:

PRESENT: Council Member Jennifer Symanns, Council Member Steven Wilcoxon, Mayor Pro-Tem Nicole Brown, Mayor Lois Richardson, Council Member Anthony Morgan, and Council Member Annie Somerville

I. CALL TO ORDER

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

II. ROLL CALL

III. AGENDA APPROVAL

The agenda was approved as submitted.

IV. PUBLIC COMMENT (3 MINUTES)

33 people spoke.

V. DELIBERATION AND APPOINTMENT TO THE WARD 1 VACANCY

a) Ward 1 appointment

Council Member Annie Somerville moved, seconded by Mayor Pro-Tem Nicole Brown, to appoint Brian Jones-Chance to the vacant Ward 1 Council seat.

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville

VI. PRESENTATIONS

a) Defend Affordable Ypsi (DAY) presentation - Proposed Ordinance Adoption regarding rental freezes - Amber Fellows, Desirae Simmons, Alyssa Newsome, Isaac Levine, and Em Hoepner.

Mayor Richardson requested a Council Work Session to discuss the DAY and Housing Affordability and Accessibility Commission.

Council Member Steven Wilcoxon moved, seconded by Council Member Anthony Morgan, to extend the meeting until 11:30 p.m.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Anthony Morgan
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, and Annie Somerville, Brian Jones-Chance

VII. ORDINANCES FIRST READING

- a) Ordinance 1363, An Ordinance to amend Ypsilanti City Code, Chapter 122, Section 122-451, "Medical Marijuana Provisioning Centers and Recreational Marijuana Retailers in Neighborhood Corridor".
1. Resolution No. 2020-156, determination
 2. Public Hearing
 3. Resolution No. 2020-157, close the public hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City has an interest in protecting the economic diversity and image of the community; and

WHEREAS, the City has an interest in promoting and supporting local businesses and their growth; and

WHEREAS, the Planning Commission has recommended the City Council adopt the proposed ordinance change;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council adopt the ordinance titled medical marijuana provisioning centers and recreational marihuana retailers in Neighborhood Corridor.

Mayor Richardson opened public comment.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing for an ordinance titled medical marijuana provisioning centers and recreational marihuana retailers in Neighborhood Corridor be officially closed.

Council Member Brian Jones-Chance moved, seconded by Council Member Anthony Morgan, to add a 500' buffer around subsidized housing.

RESULT:	DEFEATED.
MOVER:	Council Member Jones-Chance
SECONDER:	Council Member Anthony Morgan
AYES:	Lois Richardson, Anthony Morgan, and Brian Jones-Chance
NAYS:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, and Annie Somerville

Council Member Steven Wilcoxon moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2020-156.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Steven Wilcoxon, Nicole Brown, Jennifer Symanns, Brian Jones-Chance, and Annie Somerville
NAYS:	Lois Richardson and Anthony Morgan

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2020-157.

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Nicole Brown
SECONDER:	Council Member Anthony Morgan
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Brian Jones-Chance, Lois Richardson, Anthony Morgan, and Annie Somerville

VIII. CONSENT AGENDA

- a) Resolution No. 2020-158, approving the Consent Agenda.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2020-159, approving the minutes of July 21, 2020.
2. Resolution No. 2020-160, approval of appointments to Boards and Commission.
3. Resolution No. 2020-161, approval of Ordinance 1362, an ordinance to amend Chapter 2, section 2.202, allowing for two non-voting youth members to the Police Advisory Commission. (Second Reading)
4. Resolution No. 2020-162, authorizing the purchase of vehicles from Gorno Ford for the Police Department.
5. Resolution No. 2020-163, authorizing the tying of teal ribbons throughout the city from September 1, 2020 through September 30, 2020 for National Ovarian Cancer Awareness.

Council Member Anthony Morgan moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2020-158.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Brian Jones-Chance, Anthony Morgan, and Annie Somerville

- b) Resolution No. 2020-159, approving the minutes of July 21, 2020.
- c) Resolution No. 2020-160, approval of appointments to Boards and Commission.
- d) Resolution No. 2020-161, approval of Ordinance 1362, an ordinance to amend Chapter 2, section 2.202, allowing for two non-voting youth members to the Police Advisory Commission.

- e) Resolution No. 2020-162, authorizing the purchase of vehicles from Gorno Ford for the Police Department.
- f) Resolution No. 2020-163, authorizing the Turn of Town Teal ribbons throughout the city from September 1, 2020 through September 30, 2020 for National Ovarian Cancer Awareness.

IX. PRESENTATION - PUBLIC HEARING

- a) NRTF Grant Application - Bonnie Wessler, Project Manager
- b) Public Hearing regarding an application to the Michigan Department of Natural Resources Trust Fund for the Huron Pathway Project.
 - 1. Resolution No. 2020-164, closing the public hearing.

Mayor Richardson opened the public hearing.

Two people spoke.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing regarding the submission of a development application to the Michigan Department of Natural Resources for the Huron Pathway Project be officially closed.

Council Member Steven Wilcoxon moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2020-164.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxon
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

X. RESOLUTIONS/MOTIONS/DISCUSSIONS

- a) Resolution No. 2020-165, approving the application of a National Resources Trust Fund Grant for the proposed I-94 pedestrian crossing.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City strongly supports safe nonmotorized transportation and safe access to recreation opportunities for people of all abilities and incomes; and

WHEREAS, the need for a safe crossing of I-94 at Huron Street for pedestrians and bicyclists as part of the City's nonmotorized network is incorporated in the City's Master Plan, Nonmotorized Plan, and 5-year approved Parks and Recreation Master Plan; and

WHEREAS, a TAP grant has been awarded for the design and construction of such a crossing, administered by Washtenaw County Road Commission and MDOT, for an anticipated amount of \$2.34 million dollars for the construction, for which any NRTF award would be used as match and in turn be matched by; and

NOW THEREFORE BE IT RESOLVED, THAT the City Council hereby authorizes the submission of a development application to the Michigan Department of Natural Resources Natural Resources Trust Fund in the amount of \$300,000 for the Huron Pathway

Project, matched by the conditional construction TAP award for State of Michigan fiscal year 2022, City fiscal year 2021-22.

Council Member Jennifer Symanns moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2020-165.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Steven Wilcoxon
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- b) Resolution No. 2020-166, approving an amendment to the Fee Schedule for 2nd Tier Cost for Downtown Parking Permits.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City has an interest in providing safe and accessible vehicle parking that supports downtown businesses, residents, and visitors; and

WHEREAS, redirecting permit parkers from lots adjacent to commercial areas to lower-turnover lots, such as Washington Street, will help to support customer and visitor traffic; and

WHEREAS, the Washington Street Lot has adequate capacity for both residential and employee permit parking; and

NOW THEREFORE BE IT RESOLVED, THAT the City Council hereby authorizes the creation of a separate fee for Central Business District employee and resident parking entitled "Washington Street Only," \$150 per full year permit and \$60 per four-month permit, effective immediately, pursuant to the Ypsilanti City Code, and that the various City departments are authorized to charge and collect such fees.

Council Member Anthony Morgan moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2020-166.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- c) Resolution No. 2020-167, approving the budget adjustment for the installation of grates at the Fire Department.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, The YFD apparatus floor grate system is in need of extensive repair and restoration; and

Whereas, Per City Ordinance Section 2-303: Waiver of Competitive Bidding, the YFD have the option to select Quatro Construction LLC to complete the grates project for cost efficiency and location; and

WHEREAS, The initial lowest bid we received was \$158,500 including the resurfacing of the apparatus floor; and

Whereas, The project includes cutting and removing old concrete to accommodate new grate frames (e.g. rods, mesh, etc.) and pouring new concrete to fill in around the new trenches and grates to allow proper water drainage; and

Whereas, A total of \$121,308 is allocated in the 2019-20 budget to replace the grate system of the fire station. The grate system consists of five 48 feet trenches and one 16 foot trench for a total of 256 feet. The current trenches are 7" deep and 12" wide. The new trenches will be 7" deep and 8" wide; and

WHEREAS, The Fire Department is requesting to move \$40,000 for the North Pole Barn Concrete Pad from the City of Ypsilanti Department of Public Service operating Capital Improvement Budget (account: 414-7-3070-818-00) to aid in covering the cost of the restoration and to award the grates project; and

WHEREAS, The total cost for the grates project is \$161,308.

Now therefore be it resolved that the Ypsilanti City Council grant the Fire Departments request to move \$40,000 for the North Pole Barn Concrete Pad from the City of Ypsilanti Department of Public Service operating Capital Improvement Budget (account: 414-7-3070-818-00) to aid in covering the cost of the restoration and to award the grates project.

Council Member Jennifer Symanns moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2020-167.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

d) Resolution No. 2020-168, approving a budget adjustment for the Freighthouse.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, on February 4, 2020 City Council approved Resolution No. 2020-030, initiating a sixty day termination of the Freighthouse Operation and Management Agreement; and

WHEREAS, COVID-19 has severely hampered the City's ability to operate the Freighthouse for private events due to restrictions imposed by Governor Whitmers' order; and

WHEREA, 30 events were assigned to the City from the Friends of the Freighthouse without corresponding revenues to support full refunds and the cost to administer these private events has been pushed back into the 2020-2021 fiscal year; and

WHEREAS, The City desires to continue to take reservations once the Governor's Executive Order restricting indoor occupancy is lifted; and

WHEREAS, the following budget amendments and fee schedule updates are needed to successfully manage the operation of the Freighthouse; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council authorizes the City Manager to adjust the budget as provided to support the operational management of the Ypsilanti Freighthouse and that the attached fee schedule is adopted pursuant to the Ypsilanti City Code, and the various City Departments are authorized to charge and collect such fees.

Council Member Annie Somerville moved, seconded by Council Member Steven Wilcoxen, to extend the meeting until 2 a.m.

RESULT:	CARRIED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Steven Wilcoxen
AYES:	Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

Council Member Anthony Morgan moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2020-168.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- e) Resolution No. 2020-169, approving the extension of street closures on Washington St. and Cross St.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the COVID-19 crisis has hit the City of Ypsilanti and our businesses extremely hard and the street closures have provided a way for the business districts as a whole to survive; and

WHEREAS, public health guidance and consumer preferences have emerged to support outdoor restaurants and shopping retails are among the safest options, and

WHEREAS, the city seeks to assist in the recovery of our small businesses while we continue to navigate the COVID-19 pandemic; and

WHEREAS, restaurants capacity remains significant capped and best practices recommend outdoor commerce, and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves a special event permit extension closing E Cross Street– stretching from Rice Street to River Street, North Washington Street from Pearl to Michigan Avenue, as well as South Washington Street between Michigan Avenue and the South Huron Parking Lot. The closures would remain in effect during overnight hours and last until November 1, 2020 with the condition of no live amplified music or DJ's

Council Member Steven Wilcoxen moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2020-169.

RESULT:	CARRIED.
MOVER:	Council Member Steven Wilcoxen
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Steven Wilcoxen, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- f) Resolution No. 2020-170, approving the agreement for installation of playground equipment at Parkridge Park.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the playground at Parkridge Park is aged and in disrepair and the community has expressed a strong desire to see it replaced; and

WHEREAS, by public input over the last 15 months the decision was reached to replace the playground at Parkridge Park

WHEREAS, the community has taken a vote among the playground design options and made its desires known through this selection process; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council authorizes the City Manager to adjust the budget as provided to support the execution of a contract to replace the playground at Parkridge Park using up to \$200,000 in Community Development Block Grant Funding

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Steven Wilcoxon, to approve Resolution No. 2020-170.

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Nicole Brown
SECONDER:	Council Member Steven Wilcoxon
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- g)** Resolution No. 2020-171, approving an agreement between Washtenaw County and the City of Ypsilanti for Sub-award of Financial Assistance for sidewalk ramp reconstruction.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City of Ypsilanti has been awarded \$50,000 by Washtenaw County to reconstruct sidewalk ramps within the City; and,

Whereas, in order to move forward with the project the City of Ypsilanti must enter into an agreement with Washtenaw County for the subaward of Community Development Block Grant Funds (CDBG); and,

Whereas, the City of Ypsilanti intends to complete the ramp improvements prior to the end of the calendar year;

Now therefore be it resolved that that the City of Ypsilanti City Council approves the agreement between Washtenaw County and the City of Ypsilanti for Subaward of Federal Financial Assistance and authorizes the Mayor to sign the agreement on the City's behalf. The agreement shall be subject to review by the City Attorney.

Council Member Anthony Morgan moved, seconded by Mayor Pro-Tem Nicole Brown, to approve Resolution No. 2020-171.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Mayor Pro-Tem Nicole Brown
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- h)** Resolution No. 2020-172, approving the towing contract with Budget Towing.

RESOLUTION TO APPROVE A TWO-YEAR EXTENSION OF THE CITY'S TOWING SERVICES CONTRACT WITH WALL STREET TOWING, INC.

(D.B.A. BUDGET/STADIUM TOWING)

WHEREAS, the original contract between the City of Ypsilanti and Budget/Stadium Towing provided for a three-year term commencing on July 26, 2017, with a two-year extension at the discretion of the City;

WHEREAS, the contract expired July 30, 2020 and the City Manager is requesting a two-year extension, including terms and fees.

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that: the City Manager and Chief of Police be authorized to sign all necessary documents needed to execute a two-year extension to the contract with Budget/Stadium Towing, subject to approval by the City Attorney.

Council Member Jennifer Symanns moved, seconded by Council Member Annie Somerville, to Call the Question.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

Mayor Pro-Tem Nicole Brown moved, seconded by Council Member Anthony Morgan, to approve Resolution No. 2020-172.

RESULT:	CARRIED.
MOVER:	Mayor Pro-Tem Nicole Brown
SECONDER:	Council Member Anthony Morgan
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

- i) Resolution No. 2020-173, approving raise structure for City Council.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Council has not received an increase in pay since 2018; and

WHEREAS, Non-Union Employees are provided the same increase in salary as AFSCME; and

WHEREAS, the most recent increase in FY 2020-2021 was 2.5%.

NOW THEREFORE BE IT RESOLVED, that City Council of the City of Ypsilanti be provided the same salary increase as Non-Union Employees, and that increase be reflected in Account # 101-7-1010-703-00 effective at the seating of the new City Council on November 9, 2020.

Council Member Anthony Morgan moved, seconded by Council Member Annie Somerville, to Call the Question.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

Council Member Jennifer Symanns moved, seconded by Council Member Annie Somerville, to postpone Items J, XI, XII, and XIV to the September 1st meeting.

RESULT:	CARRIED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Steven Wilcoxon, Nicole Brown, Lois Richardson, Anthony Morgan, Brian Jones-Chance, and Annie Somerville

Council Member Anthony Morgan moved, seconded by Council Member Jennifer Symanns, to approve Resolution No. 2020-173.

RESULT:	FAILED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Jennifer Symanns
AYES:	Jennifer Symanns, Lois Richardson, and Anthony Morgan
NAYS:	Nicole Brown and Annie Somerville
ABSTAINED:	Steven Wilcoxon and Brian Jones-Chance

- j) Appointing members of Council to act as Council Liaisons to City Advisory Boards. - **moved to September 1st meeting**
1. Police Advisory Commission
 2. Arts Commission
 3. Human Relations Commission
 4. Parks and Recreation Commission
 5. Sustainability Commission - Has Liaison
 6. Historic District Commission - **(added)**
 7. Planning Commission - **(added)**
 8. Zoning Board of Appeals - **(added)**
- k) Discussion regarding the Term Expiration of Mayor Richardson. (Somerville & Morgan)

Council Member Jennifer Symanns moved, seconded by Council Member Steven Wilcoxon, to seek a 2nd opinion on the matter.

RESULT:	DEFEATED.
MOVER:	Council Member Jennifer Symanns
SECONDER:	Council Member Steven Wilcoxon
AYES:	Jennifer Symanns, Steven Wilcoxon, and Brian Jones-Chance
NAYS:	Nicole Brown, Anthony Morgan, and Annie Somerville
ABSTAINED:	Lois Richardson

Council Member Anthony Morgan moved, seconded by Council Member Annie Somerville, to Call the Question on the Election Commission determination.

RESULT:	CARRIED.
MOVER:	Council Member Anthony Morgan
SECONDER:	Council Member Annie Somerville
AYES:	Jennifer Symanns, Nicole Brown, Anthony Morgan, Brian Jones-Chance, and Annie Somerville
NAYS:	Steven Wilcoxon
ABSTAINED:	Lois Richardson

Council Member Annie Somerville moved, seconded by Council Member Anthony Morgan, to accept the process as set forth by the Election Commission until the Attorney General renders an opinion.

RESULT:	DEFEATED.
MOVER:	Council Member Annie Somerville
SECONDER:	Council Member Anthony Morgan
AYES:	Anthony Morgan and Annie Somerville
NAYS:	Jennifer Symanns, Steven Wilcoxon, Brian Jones-Chance, and Nicole Brown
ABSTAINED:	Lois Richardson

XI. BOARD AND COMMISSIONS - COMMUNICATIONS

- a) Report and Recommendation of the City of Ypsilanti Citizen Committee on Housing Affordability and Accessibility.

XII. LIAISON REPORTS -- MOVED TO SEPTEMBER 1ST MEETING

1. SEMCOG Update
2. Washtenaw Area Transportation Study
3. Urban County
4. Ypsilanti Downtown Development Authority
5. Friends of Rutherford Pool
6. Housing Equity Leadership Team
7. Youth Community Connection

XIII. COUNCIL PROPOSED BUSINESS

XIV. COMMUNICATIONS FROM THE MAYOR

- a) Selection of evaluation committee for City Manager and City Clerk - **moved to September 1st meeting**
- b) Encourage city residents to participate in the census, and emphasize the need in returns from public housing.

XV. COMMUNICATIONS FROM THE CITY MANAGER

- a) Solicitation of community input for Community Policing Strategy.

XVI. COMMUNICATIONS

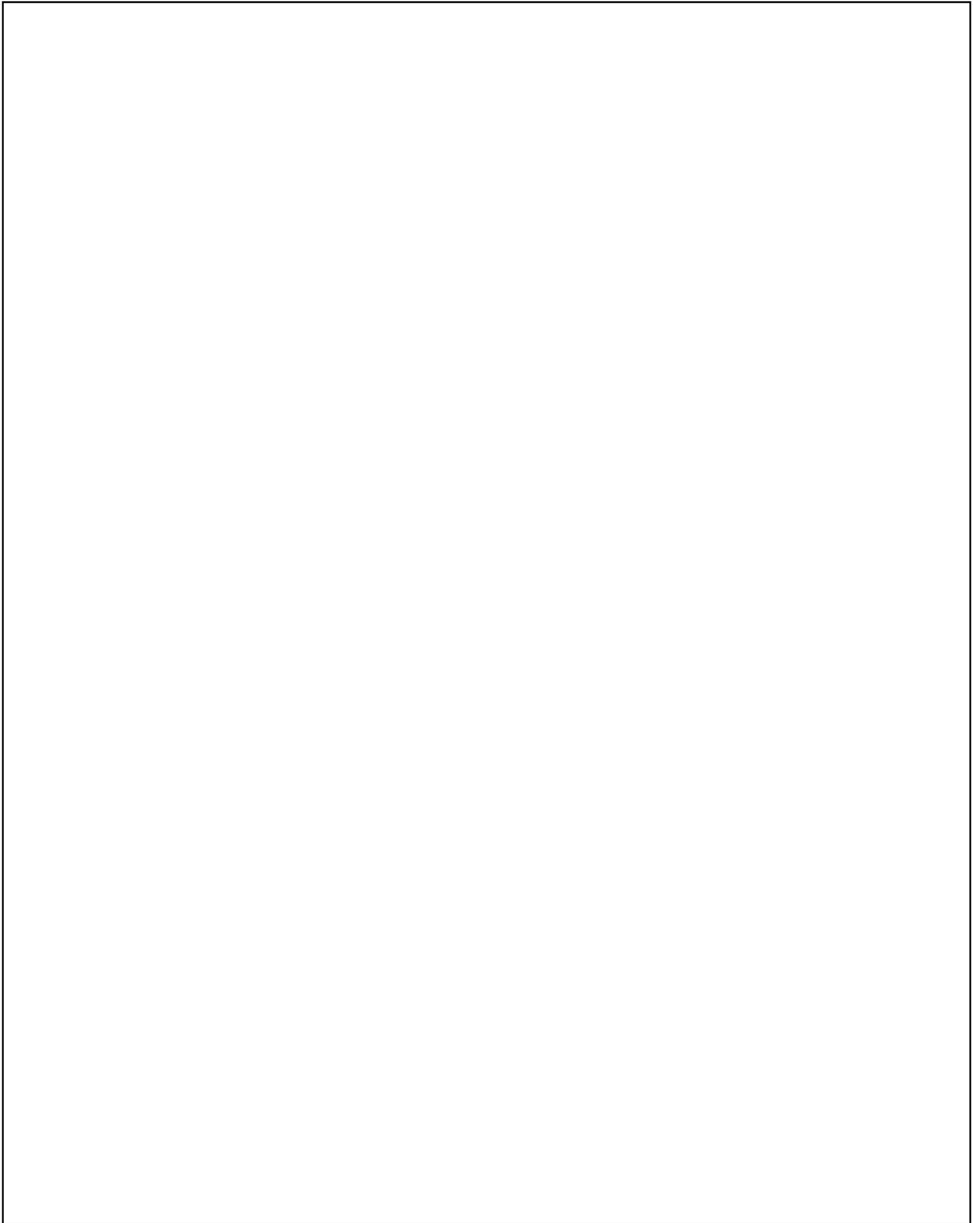
- a) United States Department of Transportation State of Good Repair Program (SORG) Letter of Support.
- b) Michigan Municipal League Annual Meeting Notice

XVII. ADJOURNMENT

- a) Resolution No. 2020-174, adjourning the City Council Meeting.

The meeting adjourned at 1:56 a.m.

- 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.





REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andy Aamodt
DATE: September 1, 2020
SUBJECT: Zoning Text Amendment: Medical marijuana provisioning centers and recreational marihuana retailers in Neighborhood Corridor

DESCRIPTION:

Zoning Text Amendment: Medical marijuana provisioning centers and recreational marihuana retailers in Neighborhood Corridor

SUMMARY:

Neighborhood Corridor (NC) zoning districts do not currently allow for medical marijuana provisioning centers or recreational marihuana retailers. This text amendment would make such uses permissible as special land uses, where applications for special use permits may be reviewed by Planning Commission on a case-by-case basis. The application to amend the ordinance was submitted by Crown V LLP. The request is to amend Section 122-451.

The existing zoning regulations pertaining to recreational marijuana were adopted by City Council in January of this year. Medical marijuana provisioning centers and recreational marihuana retailers' regulations are mirrored in terms of zoning district allowed, level of approval, and distances from each other. Both uses must also be located at least 500 feet away from one another. They were meant to mirror each other because the state defines these as equivalent license types. A licensed medical marijuana provisioning center may be licensed as a recreational marihuana retailer, and vice versa. Most, if not all of the City's seven medical marijuana provisioning centers have applied to become permitted as a recreational marihuana retailer, too. Therefore, amending regulations of one should mean amending regulations of both; they are essentially a package deal.

Neighborhood Corridor zoning districts are classified under the "Walkable Urban District" umbrella, meaning that the building type is emphasized in its regulations just as much as the land use. In terms of land uses, City staff believes there are allowed land uses that are just as intense, if not more intense than medical marijuana and recreational marijuana uses. Some of

these allowable uses include liquor stores, automobile filling stations, and wholesale or distribution facilities.

RECOMMENDATION

Planning Commission recommended City Council adopt the ordinance text amendment, with the condition, at their July 2020 regular meeting. The motion passed unanimously with a 8-0 vote.

The condition stipulates that the gross floor area of the facility shall be limited to less than 5,000 square feet.

RECOMMENDED ACTION: Adopt

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Ordinance No. 1363

An Ordinance Entitled "Medical marijuana provisioning centers and recreational marihuana retailers in Neighborhood Corridor"

THE CITY OF YPSILANTI HEREBY ORDAINS:

That Chapter 122 of the Code of Ordinances, Section 122-451 be amended as follows:

Amend *Permissible Uses* chart by adding the following row:

Medical Marijuana Provisioning Centers, less than 5,000 square feet gross floor area

In that row, add "S" under the "NC" and "GC" columns.

Also;

Amend *Permissible Uses* chart by adding the following row:

Recreational marihuana retailer, less than 5,000 square feet gross floor area

In that row, add "S" under the "NC" and "GC" columns.

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2020.

Andrew Hellenga, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _____ was published in the Washtenaw Legal News on the ____ day of _____, 2020.

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 _____, 2020.

Andrew Hellenga, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____



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

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

John M. Barr
Karl A. Barr

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

MEMORANDUM

To: Hon. Mayor and City Council
From: John M. Barr, Ypsilanti City Attorney
Date: August 27, 2020
Re: Buffer zones for subsidized housing

At the last City Council meeting I was asked to provide an opinion on:

1. May the City provide a buffer zone between marijuana facilities and subsidized housing?
2. Is federal subsidized housing funding in danger without a buffer?

The answer to question one (1) is yes. There is nothing in the law that would prevent a buffer between a marijuana facility and housing, subsidized or not. Mr. Aamodt indicates that the City uses buffers in several zoning classifications.

The answer to question two (2) is uncertain, but at this time, probably not. The National Conference of State Legislators in 2020 discussed the issue of state vs federal and set out the current standard:

“State vs Federal Perspective

At the federal level, marijuana remains classified as a Schedule I substance under the Controlled Substances Act, where Schedule I substances are considered to have a high potential for dependency and no accepted medical use, making distribution of marijuana a federal offense. In October of 2009, the Obama Administration sent a memo to federal prosecutors encouraging them not to prosecute people who distribute marijuana for medical purposes in accordance with state law.

In late August 2013, the [U.S. Department of Justice announced an update to their marijuana enforcement policy](#). The statement read that while marijuana remains illegal federally, the USDOJ expects states like Colorado and Washington to create "strong, state-based enforcement efforts.... and will defer the right to challenge their



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

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

John M. Barr
Karl A. Barr

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

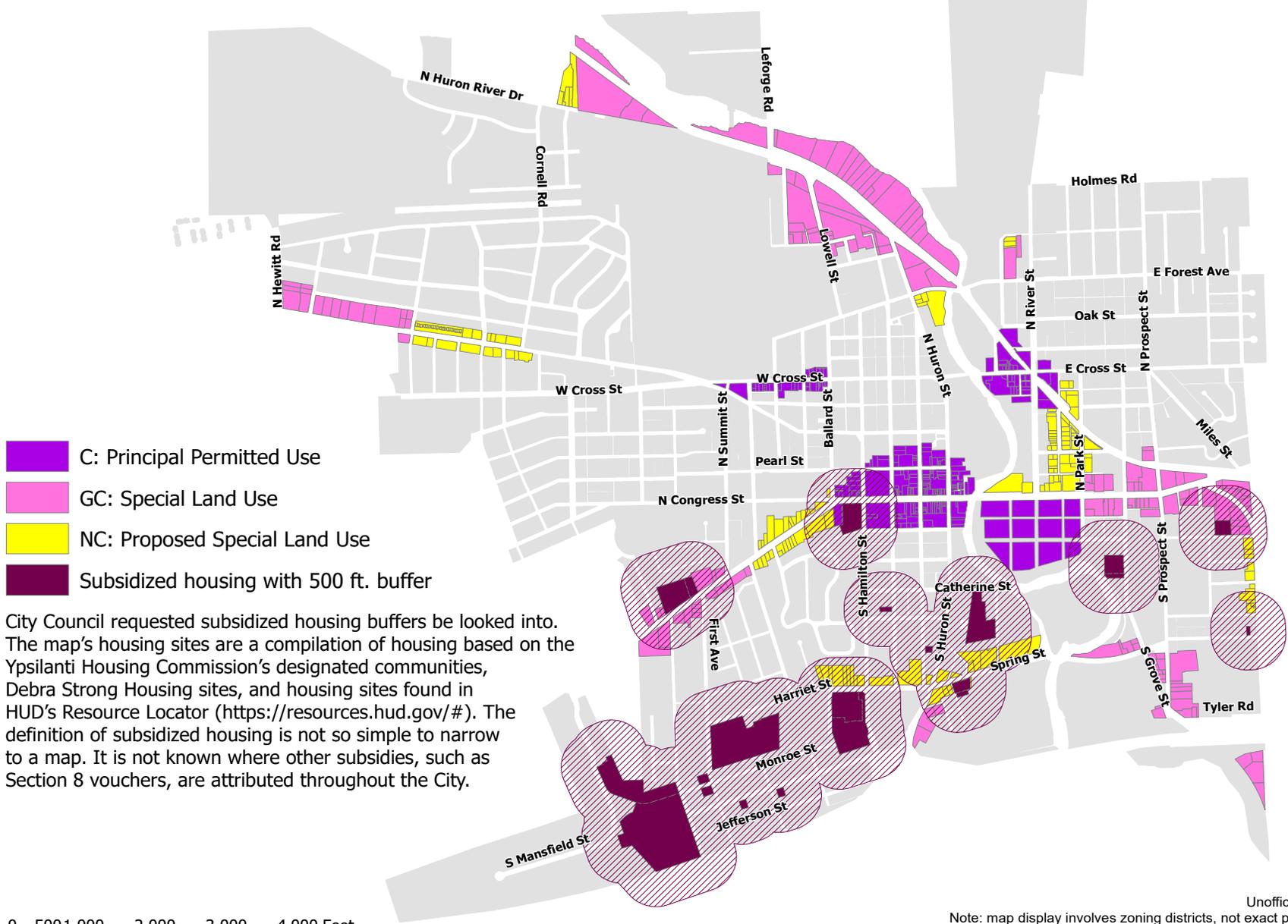
legalization laws at this time." The department also reserves the right to challenge the states at any time they feel it's necessary.

More recently, in January 2018, former Attorney General Sessions issued a Marijuana Enforcement Memorandum that rescinded the Cole Memorandum, and allows federal prosecutors to decide how to prioritize enforcement of federal marijuana laws. Specifically, the Sessions memorandum directs U.S. Attorneys to "weigh all relevant considerations, including federal law enforcement priorities set by the Attorney General, the seriousness of the crime, the deterrent effect of criminal prosecution, and the cumulative impact of particular crimes on the community." Text of the memo can be found here: <https://www.justice.gov/opa/pr/justice-department-issues-memo-marijuana-enforcement> "

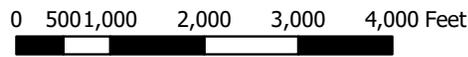
At this time, marijuana is still a federally prohibited substance. However, more than 33 States have legalized marijuana in some form. State legalization has been going on for many years and there has been no movement on the federal level to interfere with the right of states to exercise police power within the state. The federal government still has the right to prosecute under federal statutes, but my best estimate is that the status quo will prevail.

One problem is to define "subsidized housing." There are many Section 8 units in the city and the City does not have access to a master list because of privacy and other issues. Legally an ordinance, such as a buffer zone, must have a rational basis and not discriminate by class.

Potential Zoning Districts, with Housing Buffer

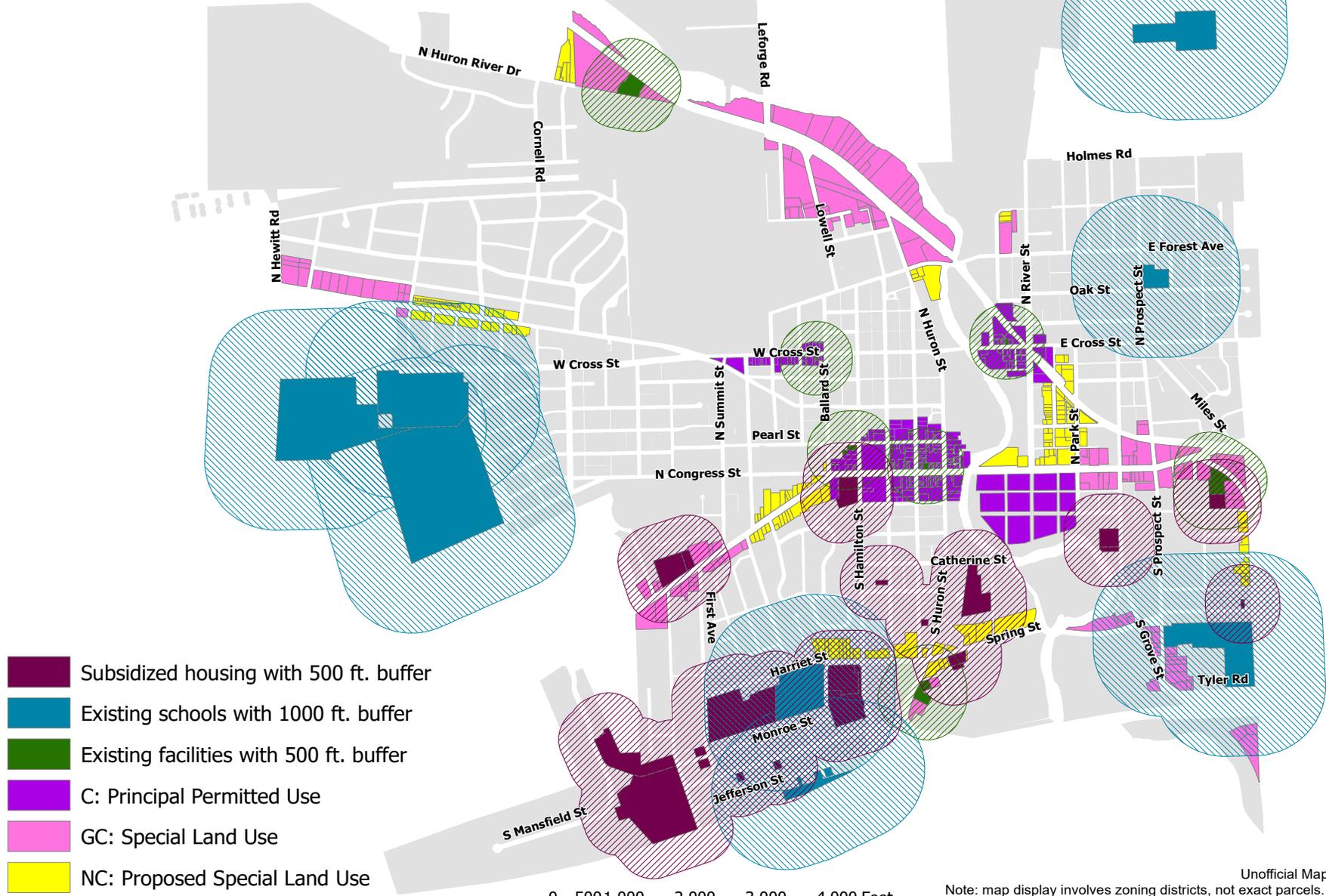


City Council requested subsidized housing buffers be looked into. The map's housing sites are a compilation of housing based on the Ypsilanti Housing Commission's designated communities, Debra Strong Housing sites, and housing sites found in HUD's Resource Locator (<https://resources.hud.gov/#>). The definition of subsidized housing is not so simple to narrow to a map. It is not known where other subsidies, such as Section 8 vouchers, are attributed throughout the City.



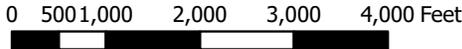
Unofficial Map
 Note: map display involves zoning districts, not exact parcels.
 Map should not be used to conduct parcel to parcel measurements.
 Data from Washtenaw County GIS

Full Map



- Subsidized housing with 500 ft. buffer
- Existing schools with 1000 ft. buffer
- Existing facilities with 500 ft. buffer
- C: Principal Permitted Use
- GC: Special Land Use
- NC: Proposed Special Land Use

See previous map regarding statement on subsidized housing.



Unofficial Map
 Note: map display involves zoning districts, not exact parcels.
 Map should not be used to conduct parcel to parcel measurements.
 Data from Washtenaw County GIS



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Ron Akers
DATE: September 1, 2020
SUBJECT: Proposal for the purchase, repair, and installation of vehicle lifts in the Department of Public Services Garage.

DESCRIPTION:

Proposal for the purchase, repair, and installation of vehicle lifts in the Department of Public Services Garage.

SUMMARY:

Over the past few fiscal years, the Department of Public Services has had requested funds to provide necessary repairs and installation of vehicle lifts in our DPS garage. The scope of the proposed project is as follows:

1. Post repair for an existing damaged lift.
2. Relocation of an existing 12,000 pound lift.
3. Purchase and installation of a new 12,000 pound 2 post lift.

The existing lift that needs to be repaired is our lift we use for larger vehicles such as salt trucks, recycling trucks, etc. The repair will make this lift safe for use, allow us to continue to perform repairs on these vehicles in house, and reduce our need to send them out for service. The relocation of the existing 12,000 pound lift and the installation of the new lift will allow for a safer work environment, expand our garages capacity to work on multiple vehicles at a time, and provide for a necessary reorganization of our garage area. We intend to install these lifts in a larger bay area which will be safer as our mechanics will have more room to move around. As a result of this relocation much of our welding equipment will be relocated to a safer area of the building promoting a safer work environment. The majority of the vehicles that our mechanics work on are smaller fleet vehicles and having the ability to work on multiple vehicles at a time will increase our capacity to provide maintenance service.

The budgeted amount for this project was \$115,000 and the cost of the project was quoted at \$85,204.82. Based on this the actual costs of the installation will come in approximately

\$30,000 under budget. There will be some additional costs for the electrical connections which are not covered in the scope of this agreement, but those should be relatively minor when compared to the repair, installation, and purchase costs of the lifts. We have proposed to purchase these lifts under a Sourcewell Contract. Sourcewell is a national purchasing coalition in which the City is a member of. Like many other national purchasing coalitions, they use the purchasing power of thousands of governmental organizations to procure competitive pricing for many services. Their procurement process includes soliciting competitive bids and due to this it complies with the City's purchasing policy.

Should this proposal be approved staff will work with Allied Lift who is the installer, to schedule a time to get this lift installed before winter.

RECOMMENDED ACTION:

Staff recommends City Council approve an expenditure of \$85,204.82 for the purchase, repair, and installation of vehicle lifts in the Department of Public Services Garage with any change order to be subject to the review and approval of the City Manager.

ATTACHMENTS: Rotary Lift Quote

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Rotary Lift

Sourcewell Contract Quotation

Contract Number: 061015-RRL



Quote # : 2020217
 Date: 8/17/2020
 Requested By: John Sherwood/David Blakley
 Quote Expires: 9/17/2020
 Payment Terms: 1/2%-15th,NET 30
 Warranty: 1yr. Parts & Labor

Prepared By: Christine Bilz

***If the completion of the installation is delayed more than one month due to governmental entity delays (i.e. electrical etc.), then Rotary can request partial payment for the portion of work completed (both equipment and installation).**

Note: Quote for equipment and installation.

Project Name: City of Ypsilanti Member #9234

Model No.	Description	Unit Price Ea.	Qty.	Extended Price
C/P/Q Series	Moveable Post Frame 25,000lb Capacity With 17" Frame, 10.6" Pison	\$ 16,090.17	1	\$ 16,090.17
60, 70 Series	Stationary Post 25,000lb Capacity 10.6" Single Piston 48" Pocket	\$ 10,348.38	1	\$ 10,348.38
AK-HTA50-2PK	Adapter Kt for Most Heavy Duty Truck Apps	\$ 5,156.13	1	\$ 5,156.13
SPO12-TA	2 Post Lift 12,000lb With 3 Stage Arms	\$ 6,942.14	1	\$ 6,942.14
XXX01CTT	Installation includes saw cut front channel offset and rear out, break out concrete, remove all lift components, draining used oil into customer waste oil tank, reusing existing concrete pit, dig out rear cylinder and set new culvert, install all other new lift components, pour new concrete slab, plumb new lift, fill with new oil, check for proper operation *does not include electrical wiring or disconnects tarping or covering of work area, floor protection, disposal of removed hydraulic fluid, replacement of epoxy floor coating, any required permits, shimming or grouting of base plates or full con- tact shim plates, epoxy anchor studs, or removal of spoils, spoils to remain on site	\$ 46,668.00	1	\$ 46,668.00

	*does not include any applicable sales tax			
Freight	Pre Paid By Rotary Lift			
			Total Price:	\$ 85,204.82

ADDITIONAL TERMS AND CONDITIONS: By submitting a purchase order to Vehicle Service Group, LLC. (VSG), customer accepts and agrees to these terms and conditions as additional terms to the existing agreement between the parties referenced on the face of this quotation (Existing Agreement), notwithstanding anything to the contrary contained therein. All additional or different terms and conditions contained in Customer's purchase order are hereby rejected. No additional or different terms or conditions, or any modifications, changes, or amendments to these terms of the existing agreement shall be binding on VSG, unless expressly accepted by VSG in writing.

DISCLAIMER: Notwithstanding anything to the contrary in the Existing Agreement, VSG shall not be liable for any loss, damage or additional costs arising from unforeseen conditions affecting installation, including but not limited to contaminated soil, bed rock, in-floor heating system, high water conditions, or any othertype of in-ground conditions. Customer acknowledges and agrees that Customer shall be responsible for any additional costs due to such conditions, in addition to the installation price set forth herein.

DELAY: Notwithstanding anything to the contrary in the Existing Agreement, if delivery of the equipment or completion of the work is delayed by more than thirty (30) days due to the acts or omission of Customer or any third party other than VSG or its sub-contractors, VSG may require Customer to render payment for equipment manufactured or delivered, and portions of the work completed, within thirty (30) days from the date of VSG's invoice, in the amounts set forth in such invoice.

*Cancelled orders or returned goods are subject to 20% restocking fee

Sourcewell #:	061015-RRL	Rotary Lift
CAGE #:	7K311	2700 Lanier Dr.
Tax ID #:	90-0501347	Madison, IN 47250
DUNS #:	00-638-2634	Christine Bilz, Government Sales Leader

**AMENDMENT #2
TO
CONTRACT #061015-RPL**

THIS AMENDMENT is by and between **Sourcewell** and **Vehicle Service Group, LLC/Rotary Lift** (Vendor).

Vendor has a Sourcewell Contract for Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions relating to the provision of services by Vendor and to Sourcewell and its Members (Original Agreement).

The parties agreed to extend the Original Agreement for a fifth year that will expire on July 21, 2020. The parties now agree to a sixth-year extension in order to satisfy the validated needs and requests of Sourcewell Members.

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below and has the effect of extending the Original Agreement through July 21, 2021. The Original Agreement will not be extended again for additional time and that during the term of this extension Sourcewell will no longer market the Original Agreement.

Remainder of this page intentionally left blank.

2. Effective June 6, 2018, NJPA changed its name to Sourcewell. All references in these documents to NJPA should be read as being replaced with "Sourcewell."

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Auth: C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 4/22/2020 | 11:01 PM CDT

Vehicle Service Group, LLC/Rotary Lift

DocuSigned by:
By: Christine Bilz
Auth: D20535FE01F54A1...

Christine Bilz
Name – Printed

Title: Government Sales Leader

Date: 4/22/2020 | 1:54 PM CDT

Sourcewell-APPROVED:

By: [REDACTED]
Auth: 7E42B8F817A64CC...

Chad Coquette
Name – Printed

Title: Executive Director/CEO

Date: 4/23/2020 | 6:25 AM CDT



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Jada Tillison-Love
DATE: September 1, 2020
SUBJECT: Parkridge Park Redevelopment

DESCRIPTION:

Parkridge Park Redevelopment

SUMMARY:

The Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. In May of 2019, the City, in partnership with the Washtenaw County Office of Community and Economic Development (OCED), held the first community input session to identify how best to use these funds. Feedback from that session listed a number of improvements to the park including playground equipment and surface and the consideration of a process to redesign the park. In this session it was suggested that there be some youth involvement in the park improvements. In September 2019, a second community input session was held at Parkridge Community Center to have a discussion on which areas of the park were of priority. From this session, the community decided that the CDBG funds should be used for the redevelopment of Parkridge Park.

In July of 2020, the City and OCED held a design session for youth via Facebook Live to narrow down the possible options for the new playground gather feedback on what the children would like to see at the park. This resulted in three models being chosen for final voting at the in-person session in August. This session was held at Parkridge Park and the community was invited to vote for their favorite model and other playground additions which included a merry-go-round, swings, and accessible play elements. Nearly 80 votes were cast in person at this final input session to decide on the playground model and other features reflected in the contract provided.

Ypsilanti City Council approved the sub-recipient agreement on Tuesday, August 18th and the following resolution is needed to enter into a contract with Gametime/Sinclair Recreation. If approved the equipment will be ordered with a 4 week lead time and installed shortly thereafter. We expect to open the playground in November 2020 to the public. The project is entirely funded by CDBG.

RECOMMENDED ACTION: Staff is seeking Council to approve the resolution provided and to approve the provided contract with Gametime/Sinclair Recreation.

ATTACHMENTS:

Parkridge Park Playground Contract with Gametime/Sinclair Recreation

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Rendered in Emerald Palette



City of Ypsilanti
Parkridge Park



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Rendered in Emerald Palette



City of Ypsilanti
Parkridge Park



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Rendered in Emerald Palette



City of Ypsilanti
Parkridge Park



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

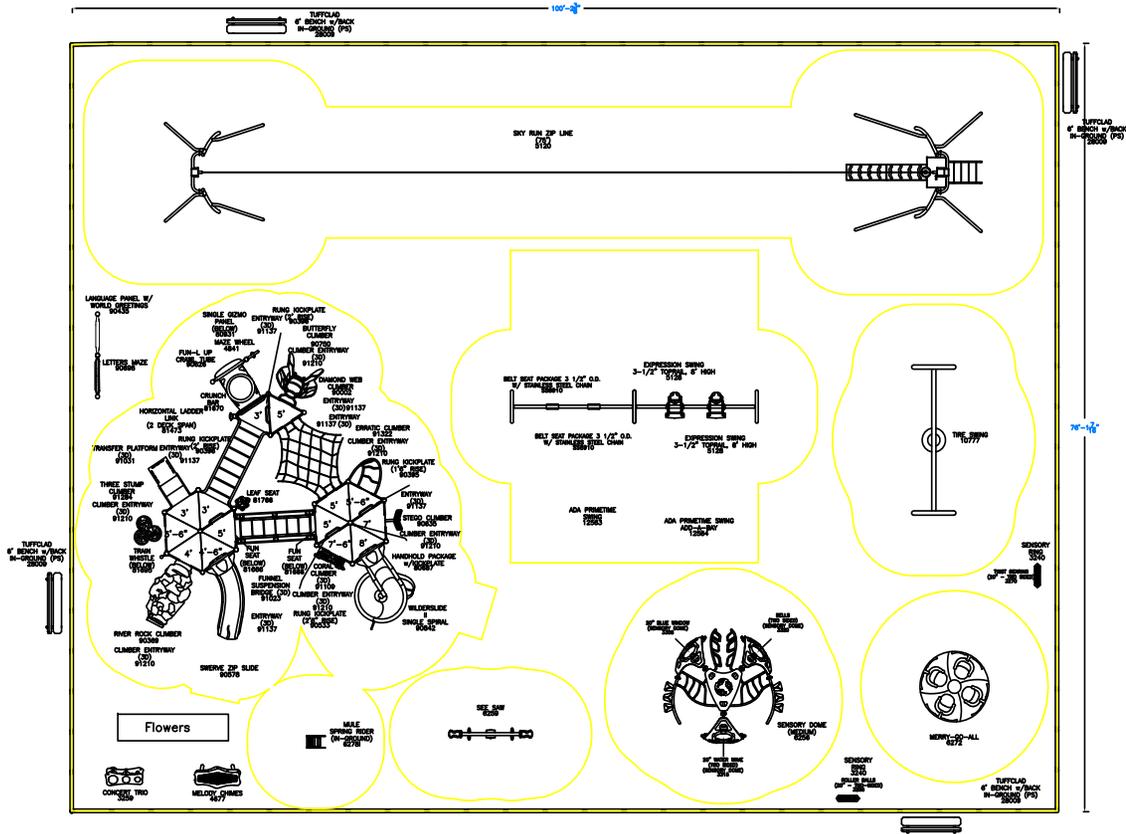


Rendered in Emerald Palette



City of Ypsilanti
Parkridge Park





150 PlayCore Drive SE
Fort Payne, AL 35967
www.game-time.com

City of Ypsilanti
Parkridge Park
Michigan
Representative
Sinclair

This play equipment is recommended for children ages 5-12

Minimum Area Required:
Scale: 1" = 5'-0"
This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM Standard F 1487 and Canadian Standard CAN/CSA-Z614

Drawn By: SS
Date: 08/24/2020
Drawing Name: Ypsil - Parkridge



GameTime c/o Sinclair Recreation
 PO Box 1409
 Holland, MI 49422-1409
 Ph: 800-444-4954
 Fax: 616-392-8634

08/28/2020
 Quote #100557-01-02

Parkridge Park Grant Option - Omnia Partners

CITY OF YPSILANTI
 Attn: Christopher Jacobs
 1 S HURON ST
 YPSILANTI, MI 48197-5420
 cjacobs@cityofypsilanti.com

Ship to Zip 48197

Quantity	Part #	Description	Unit Price	Amount
1	4677	GameTime - Melody Chimes	\$5,308.00	\$5,308.00
1	3259	GameTime - Concert Trio	\$4,028.00	\$4,028.00
88	4862	GameTime - 12" Playground Border	\$54.00	\$4,752.00
1	62811	GameTime - Mule Spring Rider	\$940.00	\$940.00
1	5120	GameTime - Skyrun Zipline 75'	\$15,361.00	\$15,361.00
4	28009	GT-Site - 6' P/S Bench W/Back Inground	\$685.00	\$2,740.00
1	6259	GameTime - Sitting See Saw	\$2,539.00	\$2,539.00
1	10777	GameTime - Tire Swing F/S, 5" Od	\$2,445.00	\$2,445.00
1	6272	GameTime - Merry-Go-All	\$6,599.00	\$6,599.00
1	RDU	GameTime - Sensory Rings with Roller Balls and Twist Bearing	\$3,354.00	\$3,354.00
		(1) 3270 -- Sensory Ring Twist Bearing		
		(2) 3240 -- Sensory Ring		
		(1) 3266 -- Sensory Ring Roller Balls		
1	RDU	GameTime - 2 Bay Primetime Swing with Seat Packages	\$5,207.00	\$5,207.00
		(2) 5128 -- Expression Swing 3 1/2" X 8'		
		(2) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
		(1) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od		
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
1	RDU	GameTime - Freestanding Panels	\$3,124.00	\$3,124.00
		(1) 90435 -- Lang Pnl World Greeting, Below Dk		
		(1) 90698 -- Letters Maze Below Deck		
		(3) 90265 -- 7' Upright, Alum		
1	RDU	GameTime - PS19021	\$75,173.00	\$75,173.00
		(1) 4843 -- Flat Mirror Ass'Y		
		(1) 80931 -- Single Gizmo Panel		
		(1) 91322 -- Erratic Climber 5'6"-6'6"		
		(1) 90842 -- Single Spiral		
		(1) 81670 -- Crunch Bar		
		(1) 81766 -- Leaf Seat		
		(1) 81695 -- Train Whistle		
		(1) 91284 -- Three Stump Climber		
		(6) 91210 -- Climber Entryway - 3D		
		(14) 80001 -- 49"Tri Punched Steel Deck		
		(1) 90369 -- River Rock Climber		



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Parkridge Park Grant Option - Omnia Partners

Quantity	Part #	Description	Unit Price	Amount
		(1) 90578 -- Swerve Slide		
		(1) 90626 -- Fun-L Crawl Tube Attachment		
		(1) 81473 -- Horiz Ladder Link 98"		
		(1) 91031 -- 3'-0" Transfer Platform (3D)		
		(2) 90396 -- 2' Rung Kickplate		
		(6) 91137 -- Entryway - 3D		
		(1) 90750 -- Butterfly Climber		
		(2) 81666 -- Fun Seat		
		(1) 91023 -- Funnel Suspension Bridge (3D)		
		(1) 90002 -- Diamond Web Link		
		(1) 90395 -- 1'-6" Rung Kickplate		
		(1) 90635 -- Stego Climber (7'-0" & 7'-6")		
		(1) 90533 -- 2'-6" Rung Kickplate		
		(1) 91109 -- Coral Climber (3D) 7'-0" Thru 7'-6"		
		(1) 80687 -- Handhold/Kick Plate Pkg		
		(4) 90272 -- 14' Upright, Alum		
		(1) 90271 -- 13' Upright, Alum		
		(1) 90270 -- 12' Upright, Alum		
		(8) 90269 -- 11' Upright, Alum		
		(4) 90268 -- 10' Upright, Alum		
		(2) 90267 -- 9' Upright, Alum		
7600	GTIMPX	GT-Impax - SF 12" Engineered Wood Fiber - Blown In	\$2.20	\$16,720.00
4	161290	GameTime - Geo-Textile 2250 Sqft Roll	\$681.00	\$2,724.00
1	RDU	GameTime - Flowers	\$3,306.00	\$3,306.00
		(1) 206123 -- Flower W/Yellow Petal		
		(1) 206129 -- Flower W/Blue Petal		
		(1) 206131 -- Flower W/Red Petal		
1	RDU	GameTime - Sensory Dome with Sensors	\$15,265.00	\$15,265.00
		(1) 6256 -- Sensory Dome - Medium		
		(1) 3315 -- Water Wave 2 Sided Sensor for Dome		
		(1) 3320 -- Bells 2 sided sensor for Dome		
		(1) 3308 -- Window Blue 20" for Dome		
1	INSTALL	GT-Impax - Installation of all equipment, curbs, including excavation with removal of spoils	\$67,358.00	\$67,358.00
Contract: OMNIA			Sub Total	\$236,943.00
			Grant	(\$40,787.39)
			Freight	\$3,695.03
			Total	\$199,850.64



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PO Box 1409
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Fax: 616-392-8634

08/28/2020
Quote #100557-01-02

Parkridge Park Grant Option - Omnia Partners

Comments

INCLUDES DAVIS-BACON WAGES

Remit Payment to:

GameTime
P.O. Box 680121
Fort Payne, AL 35967

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime. Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships. Standard orders with equipment, installation and surfacing are requested to be split billed. Equipment, Taxes & Freight as noted above. Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount-(CWO)-Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount. Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require: Completed Project Information Sheet (if applicable) Copies of Payment and Performance Bonds (if applicable) A 1.5% per month finance charge will be imposed on all past due invoices. Retainage not accepted. Orders under \$5,000 require payment with order.

SkyRun Zip Line:

The SkyRun Zip Line by GameTime has proven to be an extremely popular element in many playgrounds. In anticipation of its popularity, we require all owners/potential owners to be made aware of the recommended inspection schedule. We recommend monthly inspections to determine if the cables are showing any wear or if they need to be tightened to the original specified height above the surfacing. By signing below, you acknowledge the awareness of the inspection recommendations. Inspection Recommendations are included in your Installation Manual.

_____ Print Name

_____ Date

_____ Signature

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Shipment: Order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

NOTE: To qualify for the GameTime Grant, you must complete the application form for pre-approval. Upon approval, a Partial Matching Grant (reflected in the pricing shown above) is good toward the purchase of a new Powerscape, PrimeTime, XScape or Ionix Structure only. The order MUST be received no later than October 30, to allow for processing, and your order will ship within 3-5 weeks from date of order placement. The Grant does not apply toward Freight, Freestanding Items, Surfacing or Installation. Terms will be Net 30 days.



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Parkridge Park Grant Option - Omnia Partners

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

NOTE: PRICING **DOES NOT** INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Please make P.O.s out to GameTime C/O Sinclair Recreation

Title: _____

Date: _____

Facsimile: _____

Phone: _____

Email: _____

Purchase Amount: \$199,850.64

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____

Tel: _____

(For Accounts Payable)

(To call before delivery)

Email: _____

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: PRICING DOES NOT INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED.

CONTRACT FOR PLAYGROUND CONSTRUCTION

This Contract is entered by and between the CITY OF YPSILANTI, a Michigan municipal home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and Sinclair Recreation, a Michigan limited liability company of 128 E. Lakewood Blvd., Ste 40, Holland, Michigan, 49424, referred to as "CONTRACTOR."

WHEREAS the The City of Ypsilanti is a current member of OMNIA Partners, a cooperative purchasing organization for the public sector, and is therefore permitted to contract directly with Sinclair Recreation or other GameTime Domestic Sales Agencies listed in the OMNIA contract #2017001134 with GameTime, A PlayCore Company for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services; and

WHEREAS the The City of Ypsilanti will be in compliance with County and Federal procurement requirements by awarding this project to a GameTime Domestic Sales Agency as specified in Exhibit C "National Network of Distributors and Installers" of OMNIA Partners, Public Sector's Contract #2017001134. GameTime was selected in 2017 through a competitive RFP process led by the City of Charlotte, NC on behalf of OMNIA Partners, Public Sector. The contract is active through June 30, 2022.

WHEREAS the CITY has selected the BID and is desirous of obtaining the services of CONTRACTOR to perform the work as provided, and the CONTRACTOR desires to perform such work;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Both the RFP and BID are attached hereto and incorporated by reference as if fully stated herein. In the event of conflict between the language and terms of this Contract and either the RFP or BID, the language and terms of the contract documents shall take precedence in order of the following priority: First this Contract, Second the RFP, third the BID.

2. Scope of Work. CONTRACTOR agrees to furnish all labor, materials, equipment, and all things necessary to complete the installation of a playground in the CITY's Parkridge Park according the scope of work provided for in the BID.

3. Time for Completion and Standard of Performance. Work shall be commenced as soon as possible and substantially completed not later than October 26, 2020. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

4. Payment. For consideration and compensation for the work described herein, the CITY agrees to pay CONTRACTOR one hundred ninety nine thousand, eight hundred

fifty (\$199,850.00) in one lump sum within 30 days of the final request for payment, after the project is completed.

5. The parties understand and agree that the CITY may terminate this Contract at any time with or without notice. In such event the CONTRACTOR will be compensated for work already completed

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

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

8. Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not affect the rest of the Contract which shall remain in full force and effect.

9. This Contract shall be governed by and construed in accordance with the laws of Michigan.

10. Independent Contractor. The relationship of the CONTRACTOR to the CITY is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

11. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

12. For the purpose of the hold harmless, indemnity, and insurance provisions contained in this Contract, the term "CITY" shall be deemed to include the City of Ypsilanti and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.

13. The following Indemnification Agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse sides of all certificates of insurance:

"The CONTRACTOR agrees to protect, defend, indemnity and hold the CITY and its officers, employees and agents free and harmless from and against

any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or application for any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

14. Insurance.

a. The CONTRACTOR prior to commencing work shall provide at his own cost and expense the following insurance to the CITY in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CITY. All policies and certificates of insurance shall be approved by the Department of City Manager of the CITY prior to the inception of any work.

b. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

c. All property losses shall be made payable to and adjusted with the CITY.

d. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the CITY.

e. All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:

(1) The clause "other insurance provision" in a policy in which the CITY is named as an insured, shall not apply to the CITY.

(2) The insurance companies issuing the policy or policies shall have no recourse against the CITY (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(3) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the CONTRACTOR.

(4) The CITY (at its option) shall be listed as an Additional Named Insured on the following insurance coverages provided by the CONTRACTOR.

YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	1) Comprehensive General Liability
YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	2) Automobile Liability
YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	3) Owners Contractors Protective Liability

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

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

(2) General Liability insurance with a minimum limit of liability per occurrence of \$1 Million Combined Single Limit (Bodily Injury/Property Damage), with no aggregate.

This insurance shall indicate on the Certificate of Insurance the following coverages:

- (a) Premises - Operations
- (b) Independent Contractor and Subcontractors
- (c) Products and Completed Operations
- (d) Broad Form Contractual
- (e) Broad Form Liability Endorsement

(3) Automobile Liability insurance with minimum limits of liability, per occurrence, of \$1 Million Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (a) Owned automobiles
- (b) Hired automobiles
- (c) Non-owned automobiles

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

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

(5) Construction Insurance: The CONTRACTOR at his own cost and expense shall provide and maintain the applicable construction insurance until the Contract is accepted by the CITY and/or its designee. This coverage shall be written for 100% of the completed value covering the CITY as the insured, with a deductible of not more than

\$1,000. The CONTRACTOR shall provide the original and duplicate policy to the CITY (unless the CITY shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

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

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

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

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

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

i. If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

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

15. Conflict of Interest. The CONTRACTOR covenants that the CONTRACTOR (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree

of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the CONTRACTOR shall, within 7 days of the existence of such conflict of interest, notify the CITY in writing of the existence and nature of the said conflict of interest.

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

17. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against, or give preferential treatment to, any person based on the person's actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, age, marital status, disability status, gender expression, familial status, education association, height, weight, or other criteria which is not relevant to the particular job. Breach of this provision may be regarded as material breach of this Contract.

18. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment based on a person's actual or perceived race, color, religion, national origin, immigration status, sex, sexual orientation, gender identity, age, marital status, disability status, gender expression, familial status, education association, height, or weight (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of this Contract.

19. Permits. The CONTRACTOR shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers, due and sufficient notice shall be served upon those so affected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Prevailing Wage. If the Contract is in amount in excess of \$25,000, all craftsmen, mechanics, and laborers (not including persons employed directly by the CITY) employed directly upon the site of the work shall receive at least the prevailing wages and fringe benefits of the building trades department for the corresponding classes of craftsmen, mechanics, and laborers, as determined and published by the Davis-Bacon division of the United States Department of Labor for the greater Ypsilanti Area. All subcontracts entered into by the CONTRACTOR for services or work under this Contract shall contain the provisions as set forth in this paragraph. CONTRACTOR and all subcontractors engaged in the performance of services or work under the Contract shall furnish proof, at the request of and satisfactory to the CITY, that the provisions of this paragraph are being complied with.

23. Living Wage.

A. (1) If this Contract involves \$10,000, or more, Living Wages shall be paid according to the Ypsilanti Living Wage Ordinance (The Ordinance), being Chapter 2, Article VI, Division 4 of the City Code; and

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

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

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

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

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

24. Minimum Wage.

A. (1) The CONTRACTOR must pay minimum wages to all employees according to the Minimum Wage Ordinance (The Ordinance), being Chapter 2, Article III, Division 3 of the City Code.

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

(3) The CONTRACTOR must provide evidence of compliance, including payroll records, to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.

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

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

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

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

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

27. Equal Employment Opportunity. If this Contract is funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

28. Copeland "Anti-Kickback" Act. If this Contract in excess of \$2000 for construction or repair, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any

means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

29. Davis-Bacon Act. If this is a construction contract of more than \$2,000, or otherwise required by Federal program legislation, CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week.

30. Contract Work Hours and Safety Standards Act. If this is a construction contract in excess of \$2000 or contract that involves the employment of mechanics or laborer in excess of \$2500, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

31. Rights to Inventions Made Under a Contract or Agreement. If this is a contract for the performance of experimental, developmental, or research work, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR agrees to rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

32. Clean Air Act and the Federal Water Pollution Control Act. If this is a contract in excess of \$100,000, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

33. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this is a contact above \$100,000, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 and further agrees to disclosure of any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of September, 2020.

SINCLAIR RECREATION, LLC

CITY OF YPSILANTI

Diane Sinclair, President

Lois Richardson, Mayor

Andrew Hellenga, City Clerk

APPROVED AS TO FORM:

JOHN M. BARR P-10475
Ypsilanti City Attorney

ATTACHMENTS:

1. RFP
2. BID



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Frances McMullan
DATE: September 1, 2020
SUBJECT: Ypsilanti Youth Athletic Association Mini-Grant Application

DESCRIPTION:

Ypsilanti Youth Athletic Association Mini-Grant Application

SUMMARY:

Through the approval of the FY 2020-2021 Budget City Council approved a sum of 25,000 to be awarded as mini-grants to organizations that serve the youth in the City.

The Ypsilanti Youth Athletic Association has submitted a grant to assist in funding athletic training and conditioning for competitive football and cheer leading from July through November. The organization will also offer physical fitness conditioning camps throughout the year

The program will allow for two to three hours of practice Monday through Friday and six Saturday competitive games. We incorporate physical activity, mental awareness drills, and football and cheer leading fundamentals.

Recommended Action:

It is recommended that City Council approve a Youth Serving Mini-Grant for FY 20-21 to Ypsilanti Youth Athletic Association, in the amount of \$5,000.

Attachment:

- City of Ypsilanti – Youth Programs/Mental Health Mini-Grant application
-

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____

City of Ypsilanti - Youth Mental Health Mini-Grant Application

Name of Organization Ypsilanti Youth Athletic Association

Organization Address PO Box 972323 Ypsilanti, MI 48197

Phone Number

██████████

Email Address

██

Please describe the services and/or programs you provide to City of Ypsilanti youth, and how long you have been providing these services.

The Ypsilanti Huron Braves Youth Athletic Association provides youth football and cheerleading competitive athletics sports for children ages 5yrs -13yrs old. With over 50 years of community service invested in our youth we truly embody the Ypsilanti Spirit. We are a part of and governed by the Greater Metro Youth Sports and our organization Board of Directors.

Do you know how many City of Ypsilanti youth you currently serve? If so, please share. If not, please describe what you do know that leads you to understand that you serve City of Ypsilanti youth (for instance, among youth from Ypsilanti and Superior Township as well).

Our organization services over 80 Ypsilanti youth & nearly 30 youth that do not reside in Ypsilanti.

What program, service, or initiative are you proposing, and how will it benefit the mental health of City of Ypsilanti youth? Please describe as fully as needed so that we can understand what you propose to do, including activities, timeline, number of youth reached, any other relevant demographic information.

From July - November we provide over 100 youth with athletic training and conditioning using competitive football and cheer leading. We also offer physical fitness conditioning camps throughout the year. We practice for 2-3 hours Monday – Friday and have 6 Saturday competitive games. We incorporate physical activity, mental awareness drills, and football and cheer leading fundamentals.

Is this a new, ongoing, or expansion of an existing program or service?

Ongoing

As a result of your proposed work, what impact will we see? If we were writing a newspaper article at the conclusion of a very successful program, what would it say changed in our community and among our youth?

Ypsilanti Youth Athletic Organization wins On and Off the Field! The 2020 GMYS National Championship Winners worked diligently to navigate complexities of life through organized sport and cheer. Participants learned how to adapt to change, communicate effectively and implement personal coping mechanisms to achieve success without compromising their integrity or grades in school.

How much are you applying for (\$5000 is max in one year; the year follows Ypsilanti's fiscal year which begins July 1)?

5000.00

Total annual budget

61089.88

501c3 Determination Letter

[YYAA Working Budget.xlsx](#)

Are you 990s on Guidestar? if yes please upload file

Field not completed.

Please upload you non-discrimination policy

[Ypsilanti Youth Athletic Association Non-Discrimination Policy.pdf](#)

Email not displaying correctly? [View it in your browser.](#)



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andrew Hellenga
DATE: September 1, 2020
SUBJECT: AV Ballot Return Postage

DESCRIPTION:
AV Ballot Return Postage

SUMMARY:

As a result of no reason absentee voting as approved by voters in 2018, coupled with the increase demand as a result of the COVID-19 the State of Michigan has pledged to reimburse jurisdiction that choose to provide return postage for ballots.

The City Clerk's Office estimates roughly 8,000 AV ballot requests that would have return postage affixed to ballot return envelope. This would create a need for additional funds to be added to Account #101-7-2621-730-00. Given the assumed weight of a ballot the cost would be \$.50 per ballot.

The Clerk Department is requesting an increase of \$4,000 for postage to be reimbursed by the state.

RECOMMENDED ACTION: Approval of budget amendment

ATTACHMENTS: contract and resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



REQUEST FOR LEGISLATION

TO: Mayor and City Council
FROM: Andrew Hellenga
DATE: September 1, 2020
SUBJECT: Clerk/Treasury Part Time Employee

DESCRIPTION:

Clerk/Treasury Part Time Employee

SUMMARY:

As a result of increase demand on staff during elections an Election/AHB/Boards and Commission Clerk has been created. This position will be filled by the City's Clerk and Treasury Generalist creating a need for a part time Clerk/Treasury Generalist.

The position will be directly supervised by the Finance Director, with the Clerk providing day-to-day operational direction.

The position will be budgeted in both the Treasury and Clerk budgets, with half coming from each Department. The amount will be reflected in Account #101-7-2150-707-00 (Clerk) and Account # 101-7-2530 -707-00.

Cost Breakdown

\$24,533.60 base wages (1300 hrs/year x \$18.872/hr)
\$490.67 workers comp (2%)
\$1,876.82 SS & MC (7.65%)
Total = \$26,901.09

RECOMMENDED ACTION: Approval of budget amendment

ATTACHMENTS: resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



MEMORANDUM
8/27/2020

To: Mayor and City Council

From: Joe Meyers, Director of Economic Development

Subject: Sustainability Commission's Requested Ordinance Amendment to Chapter 110 Article IV of the City Code.

On July 13, 2020, the Sustainability Commission recommended changes to the Blight Ordinance as it pertains to grass, weeds and brush. Currently, the city code "Determines that the existence of grass, weeds and brush more than ten inches in height within the city constitutes a nuisance for the reason that the said grass, weeds and brush provides a hiding place for vermin, is unsightly and unkempt and is more likely to be a dumping ground for litter." The proposed changes would remove all mentions of grass, weeds and brush over ten inches and replace it with "properties overtaken with invasive and/or noxious weeds and plants that are environmentally damaging or have strong potential for spreading into neighboring properties." The commission additionally put a list of invasive and noxious weeds in the ordinance. While Code Enforcement staff was not included in the process to change the ordinance, Councilmember Wilcoxon reached out to get a better understanding on the process of enforcement.

After that discussion, staff pulled the numbers on the types of tickets issued for grass and weeds in "garden type lawns" verses typical style lawns. The following numbers were observed: 210 separate incidents were processed between July 1, 2019 and August 25, 2020. These incidents have resulted in door warnings, violation letters, compliance from property owners, verbal warnings and eventually citations issued, cut by contractor and default judgment. These incidents were for 138 unique addresses with 8 being for gardens. Of these 8 gardens, 6 complied with the warning, 1 was cut by the contractor (however the grass was mowed and the garden was not touched) and 1 is actively in AHB. The other 201 incidents were for grass and weeds that were over 10 inches with the vast majority (75%) of enforcement actions against for rental/not owner occupied/vacant/commercial properties. Of the homeowner occupied houses that received notices, most received a door warning and maintained the property themselves.

Staff has concern with amending the ordinance as presented and how it will impede code enforcement officers ability to maintain properties whose owners are not maintaining them. These changes will leave fewer options to address resident's complaints. Additionally, the weed control ordinance is one of the few ways we address complaints of vacant land owners. The rule for code enforcement officials is if it looks intentional and maintained we consider it a garden and do not enforce on them. When they get begin to have weeds and grass over 10 inches we work with our property owners to bring them into compliance.

We have looked into how different communities handle flower gardens and it appears that every community handles the issue a bit differently. Ann Arbor's requirements are grass on private property in excess of 12 inches and other ground cover in an average of 36 inches. Ferndale requires landowners to complete a natural landscape registration form. These options would be preferable to staff as it would allow us to ensure the city is maintained.



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

AN ORDINANCE TO AMEND CITY CODE 110 ARTICLE IV. WEED CONTROL

1. THE CITY OF YPSILANTI HEREBY ORDAINS that Chapter 110, Article IV of the Ypsilanti City Code of Ordinances as follows: Sec 110-80. - **Noxious weeds, grass and brush determined to be a nuisance.**

In order to preserve the public health, safety, and welfare of the citizens of Ypsilanti, the council determines that the existence of ~~grass, weeds, and brush more than ten inches in height~~ properties overtaken with invasive and/or noxious weeds within the city constitutes a nuisance for the reason that the said plants are environmentally damaging and have strong potential for spreading into neighboring properties. For the purpose of this ordinance, “invasive and/or noxious weeds” refers to plant assemblages that are dominated by the species listed below. ~~grass, weeds, and brush provides a hiding place for vermin, is unsightly and unkempt, and is more likely to be a dumping ground for trash than otherwise.~~

Invasive and Noxious Weeds

(List adapted from the resources below, along with consultation with professional botanists and restoration biologists.)

<u>Common Name</u>	<u>Scientific Name</u>	<u>Plant Type</u>
<u>Garlic Mustard</u>	<u>Alliaria petiolata</u>	<u>Forb</u>
<u>Ragweed</u>	<u>Ambrosia artemisiifolia L. var. elatior (L.) Descourtils; Ambrosia elatior</u>	<u>Forb</u>
<u>Spotted Knapweed</u>	<u>Centaurea maculosa</u>	<u>Forb</u>
<u>Chicory</u>	<u>Cichorium intybus</u>	<u>Forb</u>
<u>Canada Thistle</u>	<u>Cirsium arvense</u>	<u>Forb</u>
<u>Bull Thistle</u>	<u>Cirsium vulgare</u>	<u>Forb</u>
<u>Queen Anne's Lace</u>	<u>Daucus carota</u>	<u>Forb</u>
<u>Teasel</u>	<u>Dipsacus sp.</u>	<u>Forb</u>
<u>Giant Hogweed</u>	<u>Heracleum mantegazzianum</u>	<u>Forb</u>
<u>Dame's Rocket</u>	<u>Hesperis matronalis</u>	<u>Forb</u>
<u>Purple Loosestrife</u>	<u>Lythrum salicaria</u>	<u>Forb</u>
<u>Sweet Clover</u>	<u>Mellilotus sp.</u>	<u>Forb</u>
<u>Wild Sweet William (Bouncing Bet)</u>	<u>Saponaria officinalis</u>	<u>Forb</u>
<u>Bladder Campion</u>	<u>Silene vulgaris</u>	<u>Forb</u>
<u>Mullein</u>	<u>Verbascum thapsus</u>	<u>Forb</u>
<u>Orchard Grass</u>	<u>Dactylis glomerata</u>	<u>Grass</u>
<u>Japanese Stiltgrass</u>	<u>Microstegium vimineum</u>	<u>Grass</u>
<u>Common Reed</u>	<u>Phragmites australis</u>	<u>Grass</u>
<u>Japanese Barberry</u>	<u>Berberis thunbergii</u>	<u>Shrub</u>
<u>Autumn Olive</u>	<u>Elaeagnus umbellata</u>	<u>Shrub</u>
<u>Japanese Knotweed</u>	<u>Fallopia japonica</u>	<u>Shrub</u>
<u>Asian Honeysuckles</u>	<u>Lonicera sp.</u>	<u>Shrub</u>

<u>Giant Knotweed</u>	<u><i>Polygonum sachalinensis (Fallopia sachalinensis)</i></u>	<u>Shrub</u>
<u>Common Buckthorn</u>	<u><i>Rhamnus cathartica</i></u>	<u>Shrub</u>
<u>Glossy Buckthorn</u>	<u><i>Rhamnus frangula (Frangula alnus)</i></u>	<u>Shrub</u>
<u>Multiflora Rose</u>	<u><i>Rosa multiflora</i></u>	<u>Shrub</u>
<u>Poison Sumac</u>	<u><i>Toxicodendron vernix</i></u>	<u>Shrub</u>
<u>Oriental Bittersweet</u>	<u><i>Celastrus orbiculatus</i></u>	<u>Vine</u>
<u>Bindweed</u>	<u><i>Convolvulus sp.</i></u>	<u>Vine</u>
<u>Sweet Pea</u>	<u><i>Lathyrus latifolius</i></u>	<u>Vine</u>
<u>Poison Ivy</u>	<u><i>Toxicodendron pubescens</i></u>	<u>Vine/Shrub</u>

Sec. 110-81. - Duty to remove; penalty.

(a) The city council determines that ~~the existence of weeds, brush and grass over ten inches in height on~~ private property within the city ~~dominated by plants on the list of invasive and/or noxious weeds~~ poses a threat to the public health, safety and welfare, and is noxious and a nuisance per se, because ~~weeds, brush and grass over ten inches in height is~~ such ~~plant assemblages are~~ likely to attract and harbor vermin, provide cover for wild animals, encourage trash, attract criminal activity and lower property values.

(b) No owner, possessor or occupier shall permit ~~invasive and/or noxious weeds, grass or brush at a height greater than ten inches on to overtake~~ any private property. The provisions of this section are in addition to and cumulative with any and all other remedies or requirements which may be provided to the city by law or any provision of this Code or other ordinance of the city, and nothing in any provision of this Code or other ordinance of the city shall be deemed to impair the full effectiveness of this section.

(c) *Blight violation.* A person who violates any provision of this section is responsible for a blight violation, subject to payment of a civil fine as set forth in section 71-73. Repeat offenses under this section shall be subject to increased fines as set forth in section 71-73.

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

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

4 Savings Clause. The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee,

assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

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

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

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS ___ DAY OF _____, 2020.

Andrew Hellenga, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. _____ was published according to Section 11.13 of the City Charter on the _____ day of _____, 2020.

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 _____, 2020.

Andrew Hellenga, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:



RESOLUTION NO. 2020-
9/15/2020

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled " AN ORDINANCE TO AMEND SECTION 110-80 and 110-81
TITLED " be approved on first reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2020-002
2020-02-24

RESOLVED BY THE SUSTAINABILITY COMMISSION:

WHEREAS, there is an ongoing global biodiversity crisis, with current rates of species' extinctions estimated at 1000 times the historical background rate across evolutionary time; and

WHEREAS, this biodiversity crisis is impacting animals responsible for pollinating the vast majority of food plants used for human consumption (hereafter "pollinators"); and

WHEREAS, monoculture turf grass (lawn grass) does not support biodiversity, requires unsustainable inputs of fertilizers, water, and fossil fuels for mowing and maintenance; and increases runoff and stream bank erosion; and

WHEREAS, native plants and other habitat- and food-providing plants (hereafter "pollinator-friendly plants") support pollinators and other wildlife; and

WHEREAS, pollinator-friendly plants can be well-adapted to local soils and climate, and insect- and disease-resistant, therefore requiring less water, chemical application, and maintenance; and

WHEREAS, the City of Ypsilanti has been designated as a "Bee City;" and

WHEREAS, perception of lawn, property, or garden aesthetics is a personal choice;

NOW, THEREFORE BE IT RESOLVED that the City of Ypsilanti shall make every reasonable effort to use pollinator-friendly plants on properties owned by the City, and

BE IT FURTHER RESOLVED that the City Council will instruct the Planning Commission to update the City Zoning Ordinances to (a) strike the plant height limitation; (b) prohibit only invasive and noxious weeds; and (c) reflect support of pollinator-friendly plants and plantings; and

BE IT FURTHER RESOLVED that the City Council will instruct the Administrative Hearings Bureau to disregard plant blight violations until the Zoning Ordinance is updated, and

BE IT FURTHER RESOLVED that the Sustainability Commission will make every effort to educate and empower residents with the goal of transitioning private properties to include pollinator-friendly plants.

OFFERED BY: Commissioner Greenwald

SUPPORTED BY: Commissioner Michalowski

YES: 5 NO: 1 (Collins) ABSENT: (Heine, Bayha) VOTE: Carried

Invasive and Noxious Weeds

(List adapted from the resources below, along with consultation with professional botanists and restoration biologists.)

Common Name	Scientific Name	Plant Type
Garlic Mustard	<i>Alliaria petiolata</i>	Forb
Ragweed	<i>Ambrosia artemisiifolia</i> L. var. <i>elatior</i> (L.) Descourtils; <i>Ambrosia elatior</i>	Forb
Spotted Knapweed	<i>Centaurea maculosa</i>	Forb
Chicory	<i>Cichorium intybus</i>	Forb
Canada Thistle	<i>Cirsium arvense</i>	Forb
Bull Thistle	<i>Cirsium vulgare</i>	Forb
Queen Anne's Lace	<i>Daucus carota</i>	Forb
Teasel	<i>Dipsacus</i> sp.	Forb
Giant Hogweed	<i>Heracleum mantegazzianum</i>	Forb
Dame's Rocket	<i>Hesperis matronalis</i>	Forb
Purple Loosestrife	<i>Lythrum salicaria</i>	Forb
Sweet Clover	<i>Melilotus</i> sp.	Forb
Wild Sweet William (Bouncing Bet)	<i>Saponaria officinalis</i>	Forb
Bladder Campion	<i>Silene vulgaris</i>	Forb
Mullein	<i>Verbascum thapsus</i>	Forb
Orchard Grass	<i>Dactylis glomerata</i>	Grass
Japanese Stiltgrass	<i>Microstegium vimineum</i>	Grass
Common Reed	<i>Phragmites australis</i>	Grass
Japanese Barberry	<i>Berberis thunbergii</i>	Shrub
Autumn Olive	<i>Elaeagnus umbellata</i>	Shrub
Japanese Knotweed	<i>Fallopia japonica</i>	Shrub
Asian Honeysuckles	<i>Lonicera</i> sp.	Shrub
Giant Knotweed	<i>Polygonum sachalinensis</i> (<i>Fallopia sachalinensis</i>)	Shrub
Common Buckthorn	<i>Rhamnus cathartica</i>	Shrub
Glossy Buckthorn	<i>Rhamnus frangula</i> (<i>Frangula alnus</i>)	Shrub
Multiflora Rose	<i>Rosa multiflora</i>	Shrub
Poison Sumac	<i>Toxicodendron vernix</i>	Shrub
Oriental Bittersweet	<i>Celastrus orbiculatus</i>	Vine
Bindweed	<i>Convolvulus</i> sp.	Vine
Sweet Pea	<i>Lathyrus latifolius</i>	Vine
Poison Ivy	<i>Toxicodendron pubescens</i>	Vine/Shrub

Resources:

Michigan Department of Agriculture & Rural Development (MDARD) List of Prohibited and Restricted Weeds

https://www.michigan.gov/documents/mdard/Michigan_Prohibited_and_Restricted_Weeds_641413_7.pdf

State of Michigan Invasive Species Database

https://www.michigan.gov/invasives/0,5664,7-324-68002_71240---,00.html

U.S. Department of Agriculture – Michigan State-Listed Noxious Weeds

<https://plants.usda.gov/java/noxious?rptType=State&statefips=26>

Print

Citizen Advisory Boards and Commissions Participation Resume - Submission #3709

Date Submitted: 7/9/2020

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

Qualifications

Must be a resident/business owner in the city for at least two years. Or Council must determine your expertise is essential and not available in an applicant that meets the qualifications above. Must be eligible to vote in the state if not applying for youth membership.

Name*

Alexander Merz

Email Address*

[Redacted]

Address

[Redacted]

City

Ypsilanti

State

MI

Zip Code

48197

Phone Number*

[Redacted]

Fax Number

Number of Years in the Community

>30

Ward You Live In

Ward 2

Education

BBA Eastern Michigan University '07, MBA University of Michigan '13

Occupation

Head of North America Sales Strategy and Operations, Local business owner (Hyperion Coffee, 734 Brewing)

Employer

Google Cloud, Hyperion Coffee, 734 Brew Co

Are you applying for youth membership?

Three Commission Allow Youth Membership (Sustainability, Parks and Recreation, & Human Relations)

- Yes
- No

Are you registered to vote in the City of Ypsilanti?

- Yes
- No

I would like to be considered and could devote sufficient time to serve on the following board or commission:

- | | | |
|--|---|---|
| <input type="checkbox"/> Review and Tax Assessment Board | <input type="checkbox"/> Ypsilanti Housing Commission | <input type="checkbox"/> Ann Arbor Area Transit Authority |
| <input type="checkbox"/> Board of Ethics | <input type="checkbox"/> Human Relations Commission | <input type="checkbox"/> Police and Fire Pension Board |
| <input type="checkbox"/> Fire Civil Service Commission | <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Huron River Watershed Council |
| <input type="checkbox"/> YCUA | <input type="checkbox"/> Non-motorized Advisory Committee | <input type="checkbox"/> Sustainability Commission |
| <input checked="" type="checkbox"/> Ypsilanti Downtown Development Authority | <input type="checkbox"/> Zoning Board of Appeals | <input type="checkbox"/> Police Advisory Commission |
| <input type="checkbox"/> Economic Development Corporation/Brownfield Redevelopment Authority | <input type="checkbox"/> Property Maintenance Construction Board of Appeals | <input type="checkbox"/> Art Commission |
| <input type="checkbox"/> Historic District Commission | <input type="checkbox"/> Parks and Recreation Commission | |

Party Affiliation

[Empty text box for Party Affiliation]

[Empty text box]

If you are applying to serve on the Ethics Board please provide your political affiliation

Why are you interested in serving on these boards/commissions?*

I was born and raised in Ypsi - plus spent my formative university years at EMU. In later years I bought a home here and started two businesses: Hyperion Coffee and 734 Brewing. Given my big corporate experience in conjunction with my small business management, I'd like to join the DDA to build our community in a constructive, diverse, and meaningful way. Skillwise I have worked in Account, Finance, Operations, Sales, Sales Management, and large scale strategy development and deployment. I hope to be able to leverage these skills to help the City of Ypsilanti as we develop our municipality into the future.

Work/volunteer experience related to the board or commission:

Business Management / Development
Accounting and Finance
Managing complexity across a multi-billion dollar division of a F500 organization
Stakeholder management and navigation

I understand that appointment to a City of Ypsilanti board or commission requires regular attendance at board meetings.

Yes

I hereby certify that all of the information above is true.

Yes



CITY MANAGER EVALUATION POLICY AND PROCEDURE YPSILANTI CITY COUNCIL POLICY 001 OF 2015 (YCCP-001-2015)

POLICY:

In accordance to Sec. 17 (a) of the City Manager's employment agreement, the Mayor and City Council will conduct an annual review of the City Manager's performance. The evaluation will focus on areas of good performance as well as identify areas for improvement. The evaluation will be the basis for compensation and contract duration decisions implemented by City Council.

The performance evaluation process will include a form and evaluation criteria developed by the City Council Evaluation Committee. The evaluation shall take place within the month of September each year and shall cover the time frame of July 1 to June 30 of the previous year.

The City Council Evaluation Committee shall consist of one representative from each Ward. The structure of the committee shall be reviewed at the first regularly scheduled meeting in July.

PROCESS:

The process shall give the City Council and City Manager the opportunity to:

- a) Prepare written evaluations,
- b) Present a summary of the evaluation, and
- c) Meet and discuss the final evaluation in a Closed Session (if requested by the City Manager)

PROCEDURE:

1. At the first regularly scheduled City Council meeting in the month of July, the City Manager will formally be requested to provide a list of accomplishments and

any supporting documentation he / she feels is pertinent to the evaluation process.

2. The City Manager will provide said list of accomplishments and any supporting documentation to City Council at the first regularly scheduled City Council meeting in the month of August.
3. The City Council Evaluation Committee will distribute evaluation forms to the entire Council at the first regularly scheduled City Council meeting in the month of August. Evaluation forms will be distributed in electronic form with hard copies available upon request.
4. The City Council members will individually evaluate the City Manager's performance.
5. Evaluation forms must be returned to the City Council Evaluation Committee by August 31st in order to be considered.
6. The City Council Evaluation Committee will schedule a meeting with the City Manager in order to have a preliminary review of the results. The City Council Evaluation Committee will provide the City Manager with a summary of the results as well as packet containing copies of each individual evaluation form.
7. At the end of the second regularly scheduled City Council meeting in the month of September, City Council will Meet and discuss the final evaluation in a Closed Session (if requested by the City Manager). Any official action agreed upon during the evaluation session will take place immediately after the review.



CITY CLERK EVALUATION POLICY AND PROCEDURE YPSILANTI CITY COUNCIL POLICY 002 OF 2015 (YCCP-002-2015)

POLICY:

The Mayor and City Council will conduct an annual review of the City Clerk's performance. The evaluation will focus on areas of good performance as well as identify areas for improvement. The evaluation will be the basis for compensation and contract duration decisions implemented by City Council.

The performance evaluation process will include a form and evaluation criteria developed by the City Council Evaluation Committee. The evaluation shall take place within the month of September each year and shall cover the time frame of July 1 to June 30 of the previous year.

The City Council Evaluation Committee shall consist of one representative from each Ward. The structure of the committee shall be reviewed at the first regularly scheduled meeting in July.

PROCESS:

The process shall give the City Council and City Clerk the opportunity to:

- a) Prepare written evaluations,
- b) Present a summary of the evaluation, and
- c) Meet and discuss the final evaluation in a Closed Session (if requested by the City Clerk)

PROCEDURE:

1. At the first regularly scheduled City Council meeting in the month of July, the City Clerk will formally be requested to provide a list of accomplishments and any supporting documentation he / she feels is pertinent to the evaluation process.
2. The City Clerk will provide said list of accomplishments and any supporting documentation to City Council at the first regularly scheduled City Council meeting in the month of August.
3. The City Council Evaluation Committee will distribute evaluation forms to the entire Council at the first regularly scheduled City Council meeting in the month of August. Evaluation forms will be distributed in electronic form with hard copies available upon request.
4. The City Council members will individually evaluate the City Clerk's performance.
5. Evaluation forms must be returned to the City Council Evaluation Committee by August 31st in order to be considered.
6. The City Council Evaluation Committee will schedule a meeting with the City Clerk in order to have a preliminary review of the results. The City Council Evaluation Committee will provide the City Clerk with a summary of the results as well as packet containing copies of each individual evaluation form.
7. At the end of the second regularly scheduled City Council meeting in the month of September, City Council will Meet and discuss the final evaluation in a Closed Session (if requested by the City Clerk). Any official action agreed upon during the evaluation session will take place immediately after the review.

