

1. Council Meeting Agenda

Documents:

[9-5-17 MEETING FINAL REVISED AGENDA.PDF](#)

2. Council Meeting Packet

Documents:

[SEPTEMBER 5TH COUNCIL PACKET.PDF](#)

3. Council Action Minutes

Documents:

[ACTION MINUTES 9-5-17.PDF](#)



Revised 9/5/17

**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, SEPTEMBER 5, 2017
7:00 p.m.**

I. CALL TO ORDER –

II. ROLL CALL –

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

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

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

V. AGENDA APPROVAL –

VI. PRESENTATIONS –

High Scope - Amen Hratchian, Chief Financial Officer

Riverside Park Update – Beth Ernat, Director of Community and Economic Development

VII. INTRODUCTIONS –

VIII. AUDIENCE PARTICIPATION –

IX. REMARKS BY THE MAYOR –

X. PUBLIC HEARING –

220 N. Park Street

A. Resolution No. 2017-195 , approving purchase and sale agreement with Norfolk Group, LLC for the property located at 220 N. Park Street

B. Open public hearing

C. Resolution No. 2017-196, close public hearing

XI. CONSENT AGENDA –

Resolution No. 2017-197

1. Resolution No. 2017–198, approving Ordinance No. 1291 to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates within the City of Ypsilanti. ***(Second Reading)***

2. Resolution No. 2017-199, approving Ordinance No. 1292 to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances, City of Ypsilanti, to increase sewage disposal service rates. ***(Second Reading)***
3. Resolution No. 2017-200, approving Ordinance No. 1293 to amend Chapter 106, Article V, Section 106-499 of the Code of Ordinances to decrease the restricted debt retirement and capital improvement fund surcharge on water and sewer service bills. ***(Second Reading)***
4. Resolution No. 2017-201, approving voting delegate and alternate to the MERS Annual Meeting.
5. Resolution No. 2017-202, approving minutes of August 15, 2017.

XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2017-203, supporting local medical marijuana dispensaries.
2. Resolution No. 2017-205, approving contract with Orchard, Hiltz & McCliment, Inc. (OHM) for construction engineering services for the 2017 Major Road Resurfacing Program

XIII. LIASON REPORTS –

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Eastern Washtenaw Safety Alliance
- F. Police-Community Relations/Black Lives Matter Joint Task Force
- G. Friends of Rutherford Pool
- H. Housing Equity Leadership Team
- I. Economic Development Coordinating Committee

XIII. COUNCIL PROPOSED BUSINESS –

XIV. COMMUNICATIONS FROM THE MAYOR –

XV. COMMUNICATIONS FROM THE CITY MANAGER –

XVI. COMMUNICATIONS –

XVII. AUDIENCE PARTICIPATION –

XVIII. REMARKS FROM THE MAYOR –

XIX. CLOSED SESSION -

Closed session to discuss Attorney Opinion and Collective Bargaining Strategy
OMA 15.268(h) and 15.268(c)

XX. ADJOURNMENT –

Resolution No. 2017-206, adjourning the City Council meeting.



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Resolution No. 2017-206, adjourning the City Council meeting.



REQUEST FOR LEGISLATION
September 5, 2017

To: Mayor and Council

From: Beth Ernat, Director of Community and Economic Development

Subject: 220 N. Park – RFQ-Purchase Agreement

SUMMARY & BACKGROUND: The City released a Request for Qualifications (RFQ) in April 2017, for the development of the 4+ acres of City-owned property at 220 N. Park. Responses were due June 1st. A RFQ review committee was formed consisting of Planning Department Staff, Historic District staff, City Council representative (Mayor), Planning Commission representative, Zone Board of Appeals representative and Historic District Commission representative.

A total of five (5) responses were received. Of the five, two were disqualified with the assistance of our Michigan Municipal League representative as unfeasible and failing to provide requested information. Three qualification proposals were reviewed by the committee and a recommendation is being made from the committee to City Council for consideration.

A summary of the responses reviewed:

Team Name	Norfolk Group, Inc	Robertson Brothers Homes	Kincaid Henry
Number of residential units	Between 25 and 60	69	25-50
Other uses, if any	None	None	Office/Retail
Purchase offer	\$1,000 per unit approved for construction	\$250,000	\$1
Estimated development cost	\$7,000,000, not including any environmental clean-up	\$2,415,000	\$11-\$18 million
Anticipated incentives	Environmental clean-up, if required	\$1,900,000	n/a
Due diligence expected	Period to include site plan approval	120 days due diligence and 180 days for municipal approval	120 days

The review committee requested an in-person meeting with Norfolk Group and was very impressed with preliminary concepts and knowledge of the community and surrounding

neighborhood. The review committee unanimously recommended Norfolk group for consideration of a purchase agreement.

Developer. Norfolk Group, Inc. submitted their qualification and interest in the site. They proposed a mixed format residential plan made up of cottages, single family detached houses and duplexes. The developer will seek input from the City and community for design. Norfolk Group is a family owned, Washtenaw County, development and building company. They have built 1,089 homes in Washtenaw County in the past 20 years. Norfolk builds a wide range of projects from affordable first homes to classic luxury homes. Their promotion materials claim that they take pride in providing new home buyers with innovative plans, hand-crafted construction, energy efficient design, and high standards of quality.

Recent projects include Rockwell Building in downtown Chelsea, which is a 40,000 sf century old building near the Clock Tower. Norfolk has overseen the development of Gretchen's House Childcare center in Ann Arbor and is creating site plans for current expansion. Norfolk is currently overseeing the development of Maple Woods of Marshall, an assisted living complex and club house. Currently, they are managing ongoing developments in 19 communities and planning six (6) new projects in late 2017.

Norfolk works with multiple architectural firms and has recommended, J. Bradley Moore and Associates for this project and TR Design Group, LLC. The environmental firm engaged for this project is SME, which has done significant work throughout Ypsilanti. Lastly, Midwestern Consulting will be used for engineering. Midwestern has been a consultant on many projects in Ypsilanti including Water Street. Norfolk has capital lines of credit with three different banks in excess of \$10,000,000.

Concept Plan Objectives. Norfolk proposed a for-sale, mid to high density, mixed product-type residential development. The preliminary design contemplated will consist of 25 to 60 cottages, houses, and duplex condominiums. A mix of one, two, and three bedroom homes ranging from 900 to 1750 sf. The market identified for the development will be under \$250,000 and could range higher depending on project economic and demand. The developer understands the City desire to extend Locus Street within the development.

Purchase Agreement. Attached is a proposed purchase agreement signed by Norfolk Group, Inc. The Purchase Agreement will allow for a due diligence period for the prospective buyer and a governmental approval period to ensure adequate public participation in the development process.

As the property was advertised and a developer solicited through a Request for Proposal process, the next step is sale of property. The purchase agreement clearly requires public process and diligence for both the City and the Buyer.

The proposed purchase price is \$1,000 per unit approved but not less than \$25,000.

Although the purchase price is significantly lower than desired, a mixed format residential development is, and has been, the first desire of the neighborhood.

The inspection period is set at 90 days for due diligence of investigations and inspections. The governmental approval period is set at 12 months for final site plan approval.

RECOMMENDED ACTION: Staff recommends approval of the selection of Norfolk Group, LLC. Additionally staff recommends Council direct the Mayor and City Clerk to enter into a Purchase

Agreement with Norfolk Group for the sale of the property at 220 N. Park Street for the purposes of a residential development.

ATTACHMENTS: Request for Qualifications, Proposal submitted by Norfolk Group, and Purchase Agreement.

CITY MANAGER APPROVAL: _____

COUNCIL AGENDA DATE: 9/5/17

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2017 - 195
September 5, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti issued a Request for Qualification (RFP) for developers to redevelop the 4+ acres of property located at 220 N. Park; and

WHEREAS, five proposals were submitted on June 1, 2017 and a review committee of City officials reviewed qualified proposals and has recommended the proposal submitted by Norfolk Group, LLC; and

WHEREAS, in order to proceed with site design and development plans, a Purchase and Sale Agreement has been submitted and signed by Norfolk Group, LLC; and

WHEREAS, Norfolk Group, LLC, has shown sufficient experience in development and provided thoughtful and consideration to the RFQ and offered a purchase price of \$1,000 per unit built or a minimum of \$25,000 and has shown the financial wherewithal to complete a residential development; and

WHEREAS, the property at 220 N. Park is currently City Owned, vacant, and tax-exempt, the sale of the property will cause for the property to return to an active privately owned taxable property.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council directs the Mayor and City Clerk to enter into a Purchase and Sale Agreement for the property located at 220 N. Park with Norfolk Group, LLC.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of the _____ day of _____, 2017 by, and between City of Ypsilanti ("Seller"), having an address at City of Ypsilanti, City Hall, One South Huron Street, Ypsilanti, Michigan 48197 and Norfolk Development Corporation, a Michigan corporation, on behalf of an entity to be formed, ("Purchaser"), having an address at 8178 Jackson Road, Suite D, Ann Arbor, Michigan 48103.

RECITALS:

A. Seller is the owner of certain vacant real property located in the City of Ypsilanti, Washtenaw County, Michigan, being approximately 4.46 acres, commonly known as 220 N. Park Street, tax parcel identification number 11-11-109-111-004, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property").

B. On June 1, 2017, Purchaser issued a Response to a Request for Qualified Developers issued by Seller, which is attached hereto as Exhibit "B" and incorporated herein by reference.

C. Seller is desirous of selling and Purchaser is desirous of purchasing the Property upon the terms and conditions set forth herein.

D. The parties wish to set forth the consideration, terms and conditions upon which Seller shall sell and Purchaser shall purchase the Property.

NOW, THEREFORE, in consideration of the sums of money reflected herein, the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Property. Purchaser shall purchase from Seller and Seller shall sell to Purchaser the Property, together with: (a) All rights of Seller in and to all air, mineral and riparian rights, and all tenements, hereditaments, privileges and appurtenances belonging or in any way appertaining thereto; (b) All easements, whether or not recorded, strips and rights-of-way abutting, adjacent, contiguous, or adjoining the Property, but only to the extent of Seller's interest, if any, therein; (c) All rights to gas, oil, timber, water and/or other natural occurring resources from the Property; and (d) All divisions of the Property permitted pursuant to the Land Division Act.

2. Sale and Conveyance. On the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell, warrant and convey to Purchaser, and Purchaser agrees to buy from Seller, the Property, subject only to the Permitted Exceptions (as hereafter defined).

3. Purchase Price. The purchase price for the Property shall be One Thousand and 00/100 (\$1,000.00) Dollars per residential unit approved by all requisite governmental entities for development on the Property, but in an event not less than Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars, plus or minus the net amount of prorations and adjustments as required pursuant to this Agreement ("Purchase Price"). The Purchase Price shall be paid at Closing in wire transferred funds.

4. Deposit. Within ten (10) days of full execution of this Agreement by Seller and Purchaser, Purchaser shall deliver to Liberty Title Company ("Escrow Agent") the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) representing the earnest money

deposit hereunder (the "Deposit"), the receipt of which the Escrow Agent shall acknowledge by its execution of this Agreement. The Deposit shall be held by the Escrow Agent and shall be paid as provided below in this Agreement, or otherwise refunded to Purchaser as provided for in this Agreement. At Closing (as defined below) Purchaser shall receive a credit against the Purchase Price for the full amount of the Deposit. Seller and Purchaser acknowledge that the Escrow Agent is acting in that capacity as an accommodation to the parties, and agree to hold the Escrow Agent harmless from any liability or claim with respect to the Deposit, other than claims for gross negligence or willful misconduct. Seller and Purchaser agree that in the event of any dispute with respect to the Deposit, Escrow Agent may tender the Deposit to the Clerk of the Circuit Court for Washtenaw County, Michigan, and Escrow Agent shall thereafter be relieved of all obligations with respect thereto.

5. Inspection Period/Approval Period.

(a) Inspection Period. Commencing on the date the last party signs this Agreement, Purchaser, its agents and employees, shall have a period of ninety (90) days to conduct such inspections, investigations, appraisals and tests of the Property as Purchaser shall desire in order to satisfy itself as to the physical and economic condition of the Property and suitability thereof ("Inspection Period"). If Purchaser, in its sole discretion, decides that the physical or economic condition or suitability of the Property is unsatisfactory, Purchaser may at its option terminate this Agreement prior to expiration of the Inspection Period and receive a prompt refund of the Deposit. If upon expiration of the Inspection Period the Purchaser elects to proceed hereunder with obtaining all requisite governmental approvals to develop the Property for Purchaser's Intended Use (as defined below), the Purchaser shall provide Seller written notice of Purchaser's intent prior to expiration of the Inspection Period. If Purchaser does not notify the Seller of Purchaser's intention to proceed hereunder prior to expiration of the Inspection Period, the Purchaser shall be deemed to have elected not to proceed with the purchase of the Property hereunder and the Deposit shall be returned to Purchaser in full and this Agreement shall be deemed terminated. Within ten (10) days from the date the last party signs this Agreement as to the following items (a) through (d), and within five (5) business days of the date of Purchaser's written request as to the following item (e), Seller shall cause to be delivered to Purchaser a copy of each of the following if in Seller's possession or control: (a) all plans and specifications relating to the Property; (b) all soil boring tests relating to the Property; (c) all reports, studies, tests and plans relating to the present condition of the Property including, without limitation, any environmental problems and/or conditions relating thereto, or the redevelopment of the Property; (d) any and all communications within the past four years to or from any governmental or quasi-governmental bodies or utility companies relating to the physical condition of the Property, including without limitation any environmental problems and/or conditions relating thereto, the roads or utilities servicing the Property or the redevelopment of the Property; and (e) such other items as the Purchaser may reasonably request.

If Purchaser's environmental investigation during the Inspection Period uncovers conditions that warrant additional testing and/or a requirement for a due care plan, Purchaser shall have the option of extending the Inspection Period by an additional ninety (90) days ("Extended Inspection Period") by delivering to the Seller, prior to the expiration of the initial Inspection Period written notice of Purchaser's intention to extend the Inspection Period and One Thousand and 00/100 (\$1,000.00) Dollars to the Escrow Agent as an additional, non-refundable Deposit. At Closing (as hereinafter defined), Purchase shall receive a credit against the Purchase Price for the full amount of this additional, non-refundable Deposit.

Purchaser agrees that if Purchase terminates this Agreement as provided in this Section 6(a), Purchaser shall provide any and all material third-party documentation and reports of the

physical and environmental condition of the Property that is has obtained or caused to be produced during the Inspection Period within ten (10) business days of such termination. Failure of Purchaser to so perform shall be considered a default of Purchaser and Seller shall be entitled to the full amount of the Deposit from Seller.

(b) Approval Period. Purchaser shall, as soon as reasonably possible after full execution of this Agreement, make application to the City of Ypsilanti for approval of a concept development plan for Purchaser's intended use of the Property as a mixture of cottage, single family and multi-family development with the total number of units being not less than 25 ("Purchaser's Intended Use") and shall have twelve (12) months from expiration of either the Inspection Period or the Extended Inspection Period, whichever is applicable, to obtain the requisite governmental approvals, which includes without limitation Final Site Plan Approval, Final Engineering Approval including Washtenaw County Water Resources Commission approval if required, and Historic District Commission approval of the building elevations and exterior materials ("Approval Period"). If Purchaser obtains requisite governmental approvals for Purchaser's Intended Use during the Approval Period, Purchaser shall proceed with purchase of the Property pursuant to the terms of this Agreement. If Purchaser is unable to obtain requisite governmental approvals within the Approval Period, Purchaser shall have the option of terminating this Agreement and upon such event, Purchaser shall receive a prompt refund of the refundable portion of the Deposit and this Agreement shall be deemed null and void.

Provided Purchaser is unable to obtain all requisite approvals during the Approval Period, Purchaser shall have the option to extend the Approval Period by two consecutive ninety (90) day periods (each being an "Extended Approval Period") by delivering to the Seller, prior to the expiration of either the Approval Period or the prior Extended Approval Period, whichever applies, written notice of Purchaser's intention to extend the Approval Period and One Thousand and 00/100 (\$1,000.00) Dollars to the Escrow Agent as an additional, non-refundable Deposit. At Closing (as hereinafter defined), Purchaser shall receive a credit against the Purchase Price for the full amount of this additional, non-refundable Deposit.

If Purchaser is unable to secure requisite governmental approvals within the Extended Approval Period, Purchaser shall have the option of terminating this Agreement, in which event this Agreement shall be deemed null and void, the refundable portion of the Deposit shall be returned to Purchaser, and neither party shall have any further obligation to the other hereunder. Likewise, if upon expiration of the Extended Approval Period, Purchaser has not provided Seller with notice of its intent to proceed with the purchase of the Property hereunder, this Agreement shall automatically be deemed terminated, null and void, the refundable portion of the Deposit shall be returned to Purchaser, and neither party shall have any further obligation to the other hereunder.

If Purchaser obtains requisite governmental approvals for Purchaser's Intended Use during the Extended Approval Period, Purchaser shall either (i) proceed with purchase of the Property pursuant to the terms of this Agreement or (ii) elect not to proceed with the purchase in Purchaser's sole discretion upon which event Purchaser agrees to deliver to Seller its work product prepared in seeking governmental approvals and the entire Deposit, and this Agreement shall then be deemed null and void and neither party shall have any further obligation to the other hereunder.

(c) Right of Entry. Seller shall extend all reasonable cooperation to Purchaser, its agents and employees, to facilitate such inspections, investigations, appraisals and tests and hereby grants to Purchaser, Purchaser's attorneys, engineers, employees, contractors and subcontractors, a temporary easement during the term of the Inspection Period to gain entry to

the Property to survey and inspect the Property and to perform such soil and other engineering tests and studies thereon as Purchaser reasonably deems necessary or desirable, including without limitation soil borings. Such cooperation includes providing notice of such entry to any and all tenants of the Property. Purchaser shall give Seller reasonable notice whenever it desires to inspect the Property, and Seller shall have the right to be present whenever such inspections occur.

Purchaser agrees to commit no waste in obtaining such inspections, investigations, appraisals and tests and shall restore the Property and make any necessary repairs thereto caused by its inspections, investigations, appraisals and tests and shall indemnify, defend and hold the Seller harmless from and against any and all loss, cost liability or damage of any kind or nature arising out of Purchaser's inspections, investigations, appraisals, and tests. Purchaser shall obtain liability insurance against damage to persons or property in or about the Property in an amount of not less than One Million (\$1,000,000.00) Dollars, which policy shall list Seller as an insured party and, on request, provide Seller with an insurance binder showing the existence of the insurance and Seller as an insured party.

6. Title and Survey.

(a) Title. As evidence of title, Purchaser, at Seller's expense, shall request as soon as reasonably possible, but in no event later than ten (10) days after the date of this Agreement, a title insurance commitment from a title company underwritten for Liberty Title Company ("Title Insurer") an ALTA Owners Title Policy-Form B to be issued at Closing, without standard exceptions, and with only such exceptions for such matters as are set forth in this paragraph as "Permitted Exceptions", including the standard zoning endorsement 3.0, access and all other endorsements Purchaser deems appropriate, in the amount of the Purchase Price, naming Purchaser as the insured (the "Title Commitment"). The Title Commitment shall be accompanied by copies of any instruments of record or other instruments concerning title reflected in the commitment. If the Title Commitment shall contain any encumbrances or exceptions which, in the opinion of Purchaser and/or Purchaser's counsel, may interfere with Purchaser's Intended Use of the Property or if they do not match the Property depicted on Exhibit A attached, Purchaser shall notify Seller of such exceptions in writing within twenty (20) business days of the date on which Purchaser has received both the Title Commitment and the Survey (as defined below), and Seller shall have ten (10) business days from the date of such notification to cure or eliminate such encumbrances or exceptions. Seller agrees to use its best faith efforts to eliminate such encumbrances or exceptions. With respect to any such encumbrances or exceptions which Seller, using its best faith efforts, shall fail to eliminate within the aforesaid period, Purchaser may, at Purchaser's option:

- (i) waive its objections to and accept title subject to such encumbrances or exceptions; or
- (ii) rescind this Agreement, whereupon the refundable portion of the Deposit shall be promptly returned to Purchaser, and this Agreement shall thereafter be of no further force or effect.

Encumbrances or exceptions to title shown on the Title Commitment to which Purchaser does not object, or which with Purchaser's consent are waived and accepted or insured over are referred to as the "Permitted Exceptions". The Title Commitment shall also commit the Title Insurer to delete the preprinted or so-called "standard" exceptions. The Seller shall deliver to Title Insurer such instruments, documents, indemnities and releases as the Title Insurer shall reasonably require to obtain the deletions of those preprinted exceptions. The Title Commitment shall be endorsed by the Title Insurer as of the date of each Closing. Concurrently with each

Closing, Seller shall pay for a policy of title insurance to be issued pursuant to the Title Commitment, in the full amount of the Purchase Price for the Property as provided herein, insuring Purchaser's land contract vendees interest in the Property, subject only to the Permitted Exceptions.

(b) Survey. Purchaser reserves the right to cause to have prepared at Purchaser's sole cost and expense, by a surveyor selected by Purchaser that is licensed in the State, an ALTA/ACSM survey meeting the minimum standard detail requirements and classifications for urban surveys as adopted by the American Land Title Association and American Congress on Surveying and Mapping, 1992 certified to Purchaser and the Title Insurers (the "Survey"). If the Survey shall contain any information that may, in Purchaser's sole discretion, interfere with Purchaser's Intended Use of the Property, Purchaser shall notify Seller of such objections in writing within twenty (20) business days of the later (i) the date on which Purchaser has received the Title Commitment and copies of all recorded documents affecting the Property which constitute encumbrances against the Property or exceptions to the Seller's title, and (ii) the date on which Purchaser receives the Survey, and Seller shall have twenty (20) business days from the date of such notification to eliminate such objections. Seller agrees to use its best faith efforts to eliminate such objections. If Seller shall fail to eliminate the objections within the aforesaid period, Purchaser may, at Purchaser's option:

(i) Waive its objections to and accept the Survey subject to such objections; or

(ii) Rescind this Agreement, whereupon the refundable portion of the Deposit shall be promptly returned to Purchaser, and this Agreement shall thereafter be of no further force or effect.

7. Warranties and Representations of Seller. Seller represents, warrants and covenants to Purchaser as of the date hereof, and shall again represent, warrant and covenant to Purchaser at Closing, as follows:

(a) Seller is, to the best of Seller's knowledge, currently the fee simple owner of the Property depicted on Exhibit A attached.

(b) No actions, suits, claims or proceedings have been instituted or threatened against or affecting the Property at law or in equity or before any federal, state or municipal governmental department or agency or instrumentality thereof.

(c) Seller is duly and validly authorized to execute this Agreement and Seller has full power to enter into and perform this Agreement. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of Seller.

(d) No assessments for public improvements have been made against the Property which are not of record, which remain unpaid, including, without limitation, those for extension and/or continuation of sewer lines and mains. Seller has received no notice of taking, condemnation or assessment, actual or proposed, with respect to the Property, and Seller has no reason to believe that any such taking, condemnation or assessment has been proposed or is under consideration.

(e) The Property is insured against claims for liability due to injury to person or property. An insurance policy providing such coverage is presently in full force and paid; and Seller shall maintain the policy in full force and effect through the date of Closing. Between the date hereof and the date of Closing, Seller shall maintain (and deliver) the portion of the

Property being released in substantially the same condition as it is as of the date of this Agreement.

(f) Seller has no knowledge of the potential or actual existence of any Hazardous Materials (as defined below) on, in, under or otherwise affecting the Property.

(g) There are no contracts or agreements, written or oral, affecting the Property.

Seller's sole obligation in the future is to promptly notify Purchaser in writing of any representation or warranty that is different than originally represented in this Agreement. If Seller makes this disclosure to Purchaser before Closing or if, before Closing, Purchaser otherwise discovers that Seller's representations and warranties are not true in all material respects, Purchaser may, on receipt of the disclosure, either terminate this Agreement by delivery of a written notice to Seller within ten (10) days after receipt of Seller's disclosure and receive a prompt refund of the Deposit or waive the breach and proceed to Closing.

8. Closing.

(a) The "Closing" hereunder shall take place no later than thirty (30) days following expiration of the Approval Period, as it may be extended, at the offices of the Title Insurer provided that all conditions precedent to the Closing have been fulfilled or have been waived in writing by Purchaser. Notwithstanding anything contained herein to the contrary, Purchaser shall have the right at any time prior to closing to declare this Agreement terminated and of no further force or effect whereupon the Deposit shall be immediately returned to Purchaser if Purchaser discovers evidence of any materials, wastes or substances defined or classified as hazardous or toxic under federal, state or local laws or regulations (collectively, "Hazardous Materials"), on, under, or about the Property.

(b) The purchase and sale of the Property shall be consummated by the following:

(i) Execution by Seller of a Warranty Deed covering the Property.

(ii) Delivery of a Closing Statement duly executed by Seller and Purchaser providing for the prorations and adjustments of the items as set forth in paragraph 10 and elsewhere in this Agreement.

(iii) Payment by Purchaser to Seller of the Purchase Price.

(iv) Delivery by Seller of possession of the Property to Purchaser, free of any and all tenants and tenants' personal property.

(v) Delivery by Seller of payment for title policy premium and all documents required of Title Insurer to issue the title policy without the standard exceptions.

(vi) Execution and delivery of such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

(c) Subsequent to Closing, Purchaser agrees to enter into a five (5) year agreement with Seller, wherein Purchaser agrees to compensate Seller an additional One Thousand and 00/100 (\$1,000.00) Dollars per additional residential unit that is approved by all requisite governmental entities for development on Property that is not otherwise considered in the Purchase Price (as described in Section 3 of this Agreement) at Closing (Post Closing

Agreement). This Post Closing Agreement shall be entered by and between the parties at Closing or within 10 business days thereof. The obligation of this Post Closing Agreement shall survive closing.

9. Conditions Precedent to Performance of Agreement by Purchaser. Purchaser shall be obligated to complete this transaction only upon satisfaction of each of the following conditions precedent or the waiver thereof by Purchaser:

(a) The Seller is able to convey marketable and insurable title to the Property in the condition required under this Agreement.

(b) The representations and warranties made by Seller in this Agreement are true on and as of the date of Closing with the same effect as though such representations and warranties had been made on and as of the date of Closing.

(c) Seller shall have complied with all of the terms and conditions of this Agreement.

Anything contained in this Agreement to the contrary notwithstanding, Purchaser shall have no obligation to consummate the transaction contemplated hereby unless and until the conditions set forth in subparagraphs 9(a), (b), and (c) have been either satisfied or waived. If the conditions are neither satisfied nor waived by the date of Closing, Purchaser shall have the right to terminate this Agreement upon written notice to Seller and the refundable portion of the Deposit shall be returned to Purchaser.

10. Prorations and Adjustments. The following shall be prorated and adjusted between Seller and Purchaser on the basis as specified:

(a) Any unpaid real estate taxes and water and sewer use charges which have become a lien against the Property as of the date of Closing shall be paid by Seller. Current taxes for the Property shall be prorated and adjusted as of the date of Closing in accordance with the due date basis of the municipality or taxing unit in which the Property is located. Purchaser shall be responsible for paying all real estate taxes and water and sewer charges for the Property that are applicable to the period subsequent to the Closing. The tax proration provisions contained in this Agreement shall be interpreted and applied as if the amendments of law as set forth in Public Acts 80 and 279 of 1994 did not exist.

(b) All assessments, general as well as special, assessed against the Property shall be paid by Seller on or before the date of Closing. Any such assessments that become a lien against the Property subsequent to the Closing shall be paid by Purchaser.

(c) All other items customarily prorated or required by any other provision of this Agreement to be prorated or adjusted shall be prorated as of the date of each Closing.

The sale under this Agreement is exempt from transfer tax under MCL 207.526(i) and MCL 207.505(h)(i).

11. Default.

(a) If Purchaser defaults hereunder, then provided Seller is not in default hereunder, Seller may terminate this Agreement as provided in this subparagraph. The Seller shall give the Purchaser written notice of the occurrence of the event. The Purchaser shall have thirty (30) days from the date of the notice to correct its failure to perform the obligation(s) which gave Seller the right to terminate this Agreement. If Purchaser corrects the failure to perform its

obligation(s) within the thirty (30) day period, the Seller shall no longer have the right to terminate this Agreement because of that event. If the Purchaser does not correct its failure to perform the obligation(s) within the thirty (30) day period, the Seller shall have the sole option to terminate this Agreement in which event it shall give the Purchaser and the Escrow Agent written notice that this Agreement is terminated and this Agreement shall terminate on the day such notice is sent, and the Deposit shall be released to, or retained by, Seller as liquidated damages, as Seller's sole and exclusive remedy on account of such default hereunder by Purchaser, and neither party shall have any further liability or obligation to the other. The parties acknowledge and agree that actual damages in such event are uncertain in amount and difficult to ascertain and that said amount of liquidated damages was reasonably determined.

(b) If Seller defaults hereunder, then provided Purchaser is not in default hereunder, Purchaser may elect in its discretion either to: (i) Terminate this Agreement whereupon the Deposit shall be promptly returned to Purchaser, and to be reimbursed by Seller for Purchaser's actual out-of-pocket costs and expenses incurred in connection with this transaction (provided in no event will Seller's obligation to reimburse Purchaser exceed the sum of Twenty-Five Thousand and 00/100 (\$25,000) Dollars; or (ii) Seek judgment against Seller for specific performance of this Agreement.

12. Brokers. Seller and Purchaser each represent and covenant to the other that they have not utilized and will not utilize the services of any broker or finder in connection with this transaction. Purchaser shall defend, indemnify and hold Seller harmless from all liability for brokerage commissions, finder's fees or the like arising in connection with the sale of the Property, other than any such amounts or costs as may be claimed by any party alleging to have been retained by Seller; Seller shall defend, indemnify and hold Purchaser harmless from all liability for brokerage commissions, finder's fees or the like arising in connection with the sale of the Property other than any such amounts or costs as may be claimed by any party alleging to have been retained by Purchaser.

13. Offer Termination. Purchaser's offer to buy the Property shall remain valid until 5:00 P.M., September 30, 2017, and if not accepted by Seller, the Deposit shall be returned to Purchaser.

14. General Provisions.

(a) This written Agreement, including documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein. This Agreement may be amended only by a written memorandum subsequently executed by both of the parties hereto.

(b) No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing and signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default. In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be.

(c) Headings of sections are for convenience of reference only, and shall not be construed as a part of this Agreement.

(d) This Agreement shall be binding upon and shall inure to the benefits of the parties hereto, and their respective heirs, executors, personal representatives, successors, and assigns.

(e) Any and all notices permitted or required to be given hereunder shall be in writing and shall be either personally delivered to the party or shall be sent by U.S. registered or certified mail or by a reputable express mail company which guarantees next day delivery, at the following addresses:

If to Purchaser:

Norfolk Homes
8178 Jackson Road, Suite D
Ann Arbor, MI 48103
Attn: James A. Franke

With a copy to:

Ms. C. Kim Shierk
Williams, Williams, Rattner & Plunkett, P.C.
380 North Old Woodward Avenue, Suite 300
Birmingham, Michigan 48009

If to Seller:

City of Ypsilanti
City Hall
One South Huron Street
Ypsilanti, Michigan 48197
Attn: Beth Ernat

With a copy to:

Mr. Dan DuChene
Barr, Anhut & Associates, P.C.
105 Pearl Street
Ypsilanti, Michigan 48197

Any such notice shall be deemed given and effective upon postage thereof by the primary party from whom it is being sent.

(f) This Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Michigan. This Agreement constitutes an exclusive arrangement between Purchaser and Seller. From and after the date of this Agreement and until such time as this Agreement is terminated, neither Seller nor its agents, affiliates or employees shall sell, offer for sale, negotiate with respect to or otherwise deal in the sale of the Property or any other interest therein.

(g) If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

(h) Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arm's length and shall at all times be and remain that of Purchaser and Seller.

(i) All parties are encouraged to seek the advice of independent legal counsel before executing this Agreement. Such independent counsel may help to determine the marketability of title; understand possible tax consequences; ascertain that the terms of the sale are adhered to before the transaction is closed; and provide advice with respect to all notices and other important matters related to this Agreement. Purchaser and Seller acknowledge the importance of obtaining advice from independent counsel and acknowledge that no broker and/or real estate agent is acting as an attorney or providing legal advice and no broker and/or real estate agent shall be responsible for any loss or damage resulting from the preparation of this Agreement or any addenda thereto.

(j) Purchaser hereby certifies that it is not in default to the Seller, and that there are no unpaid taxes, real or personal, owed to the Seller by Purchaser, and Purchaser has no other unfulfilled obligations to the Seller and is in compliance with all Seller's codes and ordinances. The parties understand that a breach of this provision is a material breach of this Agreement by the Purchaser.

(k) Except in amounts less than \$20 million, Purchaser 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.

15. Assignment. Purchaser's rights hereunder may be assigned upon written consent of Seller, such consent shall not be unreasonably withheld and without consent if assignment is to an entity that is controlled by James A. Franke.

16. Agreement Date. The parties acknowledge and agree that the date upon the last party executes this Agreement shall be the "Effective Date" of this Agreement.

17. Counterparts. This Agreement may be executed in separate counterparts and, when signed by both of the parties and telefaxed or emailed to the other, shall be fully binding upon both of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

(SIGNATURE PAGE(S) FOLLOWS)

Exhibit List:

- A - Legal Description of Real Estate
- B - Purchasers Response to Seller's RFQ

(SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT)

WITNESSES:

[REDACTED]

[REDACTED]

WITNESSES:

PURCHASER:

NORFOLK DEVELOPMENT CORPORATION,
on behalf of an entity to be formed

By: [REDACTED]
James A. Franke, President

Dated: [REDACTED]

SELLER:

CITY OF YPSILANTI

By: _____
Amanda Edmonds, Mayor

Dated: _____

By: _____

Dated: _____

ESCROW AGENT RECEIPT

The undersigned hereby acknowledges receipt of the Deposit as defined in paragraph 4 of this Purchase Agreement.

LIBERTY TITLE COMPANY

By: _____

Dated: _____

EXHIBIT A

Land situated in the City of Ypsilanti, County of Washtenaw and State of Michigan, to wit:

OWNER REQUEST YP CITY 11E-29A-1 LOT 60 GILBERT'S ADDITION, EXC BEG AT NE COR LOT 60, TH S 00-40-00 W 175.00 FT, TH S 89-50-50 W 147.63 FT, TH N 46-18-30 W 83.72 FT, TH S 89-50-50 W 82.16 FT, TH N 00-40-00 E 117.00 FT, TH N 89-50-50 E 291.00 FT TO THE POB, ALSO BEG AT ELY ROW LN OF PARK ST AT SW COR LOT 60 GILBERT'S ADDITION TO CITY OF YPSI, TH 669.09 FT ALNG ARC OF CURV-LFT-RAD 1945.58 FT - CH S 52-50-00 E 665.80 FT, TH S 00-2-30 W 45.57 FT, TH 660.01 FT ALNG ARC OF CURV-RT-RAD 1986.74 FT - CH N 53-51-20 W 656.98 FT, TH NLY ALNG ROW 60.30 FT TO THE POB. PT OF NE 1/4 SEC 9, T3S-R7E. 0.63 AC, PT OF LOT 60 GILBERT'S ADDITION. 221 N.GROVE * COMBINED ON 07/28/2014 FROM 11-11-09-111-001, 11-11-09-111-003;

Request for Developer Qualifications (RFQ)

The city of Ypsilanti offers four acres of vacant land for residential development, adjacent to the Depot Town entertainment district and popular Historic East Side neighborhood.

Asking price \$250,000

220 North Park Street
Ypsilanti, Michigan



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Development Opportunity

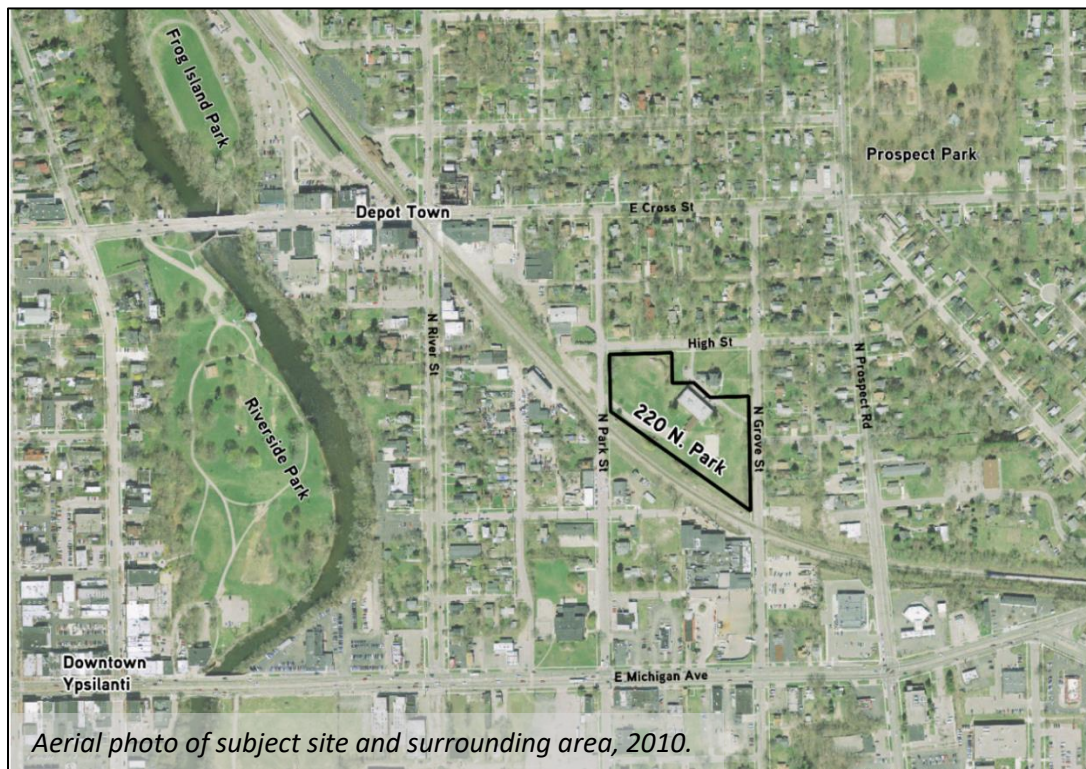
The city of Ypsilanti, Michigan seeks developers for the city-owned property at 220 North Park Street. The 4.46-acre vacant parcel provides an opportunity to offer new-build housing options in the midst of a thriving historic neighborhood in walking distance to downtown Ypsilanti, the Depot Town entertainment district, and Eastern Michigan University's main campus.

The city's preferred development for this site would:

- Create new, for-sale residential options in a combination of single-family detached, duplex, and townhome formats
- Include at least 10% of units as accessible and barrier-free
- Offer site layout and building design that respects and complements the adjacent Historic East Side Neighborhood
- Include east to west public access via a bike/walk path across the southern edge of the property and a street or alley through the property, aligned with existing Locust Street to the east
- Offer residences ready for occupancy within two years of property sale
- Not require a payment in lieu of taxes (PILOT) or other long-term tax abatement

The city's asking price is \$250,000. The city may consider reductions to this price in support of an optimal development plan. Preference will be given to projects with environmental sustainability components such as solar/alternative energy generation, green development techniques, etc.

Interested development teams are invited to submit qualifications to the city by **June 1, 2017**; please refer to page 8 for submittal details.



Site Context: Ypsilanti, Michigan

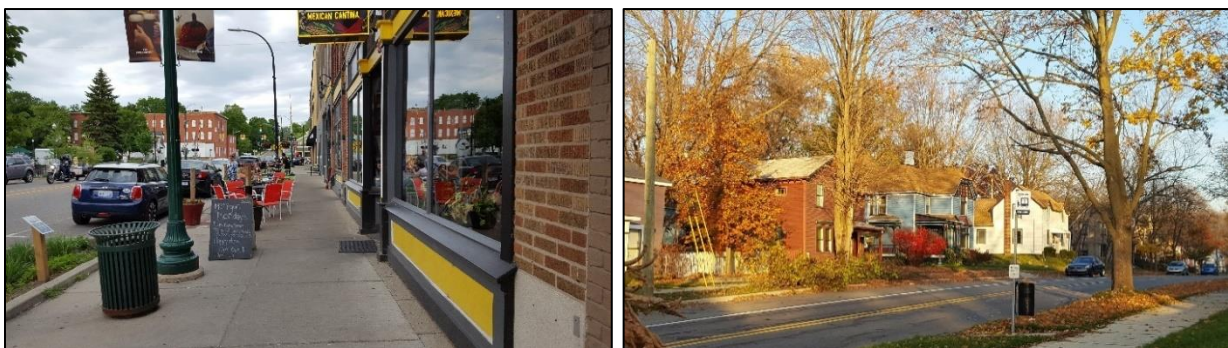
Ypsilanti, the home of Eastern Michigan University, is a creative and diverse community of around 20,000 people clustered in an historic 4.51 square miles in southeast Michigan. Just 30 miles from Detroit, and 15 minutes from Ann Arbor's University of Michigan, Ypsilanti possesses a unique and solidly authentic urban vibe.

Nearby assets include:

- **Depot Town** historic commercial district, just two blocks from the development site, features cafes, destination restaurants, a microbrewery, farmers market, and small grocery store.
- **Riverside Park**, just beyond Depot Town, hosts annual events ranging from the Michigan Elvis Festival to the Michigan Summer Beer Festival, car and motorcycle shows, and the Color Run, as well as access to the Huron River.
- **Downtown Ypsilanti** offers unique retailers, restaurants, art galleries and live theater, the public library and post office, and EMU College of Business a mile from the site.
- **Eastern Michigan University's** main campus is an easy 20-minute walk from the site, with an enrollment of nearly 22,000 students. The **Live Ypsi** homebuyer program offers incentives to EMU faculty and staff to support living near campus.¹
- **Ypsilanti International Elementary School**, an International Baccalaureate preschool and elementary program, recently opened four blocks to the north, at 503 Oak Street. Ypsilanti's IB middle and high schools have received acclaim in recent years, with the high school achieving the second highest SAT scores in Michigan last year.²

Ypsilanti is part of both the Ann Arbor and Detroit labor markets, with residents employed in medical, higher education, engineering, and IT fields throughout the region.³

The site offers great access to these and other destinations with a WalkScore of 77, local bus service ("TheRide") connecting throughout the Ann Arbor/Ypsilanti area, and future commuter rail service linking Depot Town to Ann Arbor, Detroit Metro Airport (DTW), Dearborn, and Detroit.



Nearby Depot Town (left) and the Historic East Side Neighborhood (right) surround the site.

¹ Live Ypsi Homebuyer Program, <https://www.emich.edu/liveypsi/>

² "Which Michigan high schools had the top SAT scores?" Detroit Free Press, August 30, 2016. <http://www.freep.com/story/news/education/2016/08/30/sat-scores-michigan-schools/89430960/>

³ For an area labor market profile, refer to <http://cityofypsilanti.com/666/220-N-Park-RFQ>

Site Vision

To provide a concept of the type of development the City of Ypsilanti would like to see on the site, sample site concepts have been prepared. These images are intended to be illustrative, and the city is open to alternative approaches that fit the site and neighborhood context.

Site Concept and building type inspirations: 44-unit townhome development



Site Vision, continued

Alternative site scenarios: 25-unit single-family and duplex; 54-unit 4- and 6-plex condo



Market Conditions

Residential Market Potential

A target market analysis completed in 2015 shows demand for new housing in and around downtown Ypsilanti. The TMA⁴, prepared by LandUse|USA, showed these key findings:

- A minimum potential of 99 new owner-occupant households annually, totaling 495 new owner-occupant households over the 2016-2020 period. A more aggressive scenario suggested the potential of 1,505 new owner-occupant households over the 5-year period.
- Home values for this demand have been primarily projected in the range of \$75,000-\$200,000, though with some demand up to \$300,000; this range is skewed by the current absence of new-build home options within the city to compare.
- A comparison of the target market demographics to existing housing supply shows gaps in both single-family detached home and townhome formats.

Sales figures compiled by the Ann Arbor Area Board of Realtors confirm strong demand in the Ypsilanti submarket, with 2016 average sale prices 13.3% higher than 2015—a gain more than twice as high as the Ann Arbor area as a whole.⁵ The subject neighborhood, in particular, has seen very strong year-over-year home value growth in the city, with the city assessor calculating a nearly 30% increase from 2016 to 2017.

⁴ Full Residential Market Strategy Report available at <http://cityofypsilanti.com/666/220-N-Park-RFQ>

⁵ Ann Arbor Area Board of Realtors December 2016 Sales Report, http://aaabor.com/mls-tools-top-menu/area-housing-stats-top-menu/doc_download/326-december-2016.html

Development Process

Upon selection of a qualified developer, the city anticipates entering into a letter of intent / pre-development agreement to allow for due diligence activities and completion of a final development agreement. The city expects this pre-development agreement to be in effect for six months or until a final development agreement is reached.

Master Plan and Zoning

Master Plan: The city of Ypsilanti's 2013 Master Plan⁶ prioritizes a diversity of housing options and products, stating, "Anyone, no matter what age or income, can find a place to call home in Ypsilanti," among the city's guiding values. The city's zoning ordinance was updated in 2014 to reflect the new master plan.

Zoning: The site at 220 N. Park is zoned "Core Neighborhood Mid." This form-based designation is described in part as a walkable urban place "supported through a network of interconnected, tree-lined streets, a diversity of housing choices and a mix of appropriate commercial and residential uses in a compact form. These areas also support public transit due to their compact nature...Housing types range from mansions to cottages, with multiple-family and single-family uses." Refer to the full zoning ordinance for details on building types and site development standards.⁷

Historic District: The site is located in the Ypsilanti Historic District. The city's historic preservation ordinance provides guidance for new construction in the district.⁸

Utilities

The site is served by public streets to the west (Park), north (High), and east (Grove). Full access to utilities is provided from the adjacent streets.

- Water/Sewer: Ypsilanti Community Utilities Authority.
- Gas/Electric: DTE.
- Streets, Storm Sewer and Right-of-Way: City of Ypsilanti Department of Public Services. Engineering standards and procedures manual is available on the city's website⁹, and engineering reviews are performed by OHM Advisors.
- The rail right-of-way to the south of the site is owned by MDOT, and carries Amtrak and limited Norfolk-Southern traffic.

Redevelopment Ready Community

The city of Ypsilanti has been certified as a **Redevelopment Ready Community**® by the Michigan Economic Development Corporation. The RRC certification recognizes the city's development regulations and processes as up-to-date, clear, and predictable, as determined by a rigorous external assessment.

⁶ "Shape Ypsi" City of Ypsilanti Master Plan, <http://cityofypsilanti.com/DocumentCenter/View/292>

⁷ City of Ypsilanti Zoning Ordinance, <http://cityofypsilanti.com/267/Zoning-Ordinance-Zoning-Maps>

⁸ City of Ypsilanti Historic Preservation Ordinance, Sec. 54-82:

<http://cityofypsilanti.com/DocumentCenter/View/384>

⁹ City of Ypsilanti Engineering Design Standards and Site Development Procedures Manual, <http://cityofypsilanti.com/DocumentCenter/Home/View/347>

Available Incentives

The city of Ypsilanti demolished an existing obsolete structure on the property in 2016, and has completed initial environmental investigations. Additionally, the following incentives may be leveraged by the developer:

- **Reductions in land purchase price** may be considered in support of an excellent development proposal.
- **Brownfield assessment grants** are available to the city through the Downriver Community Conference, and may provide up to \$10,000 towards preparation of a BEA or Phase II ESA.
- **Brownfield TIF** is available through the Washtenaw County Brownfield Redevelopment Authority to support remediation, due care, and other activities for any environmental conditions found on the site.
- **Michigan Community Revitalization Program** grants or loans may be applicable to the subject site, and the city will support an application to MEDC.
- **Recreation Grants** may be available to support public access and greenspace along rail right-of-way; the city will work collaboratively to identify and apply for these opportunities.

Environmental Conditions

A Phase I Environmental Site Assessment (ESA) was completed in October, 2015, by AKT Peerless.¹⁰ The ESA found no evidence of known Recognized Environmental Conditions (RECs) on the site except for an area of fill material along the southern edge of the property (adjacent to the railroad tracks) and a history of industrial use on adjacent properties. The city recommends additional assessment by the selected developer to determine whether any conditions require action to suit the final site plan.



View of site from southwest (North Park Street near MDOT rail right-of-way)

¹⁰ Full ESA document available at <http://cityofypsilanti.com/666/220-N-Park-RFQ>

Selection Process and Criteria

The City of Ypsilanti will review and evaluate all complete proposals in response to this RFQ to identify and engage with qualified developers for 220 N. Park Street. An initial response to this RFQ must include the following information:

- **Proposal outline form:** Complete template available at <http://cityofypsilanti.com/666/220-N-Park-RFQ>
- **Letter of Interest:** Provide a letter (up to 3 pages) identifying the development team and providing a brief description of the team's vision for the site.
- **Concept plans or renderings,** if available.
- **Development Experience / Portfolio:** Provide a short description of past projects of a similar nature completed by the development team (up to 10 pages). Include a description of the projects, cost, completion date, and references.
- **Resume** of firm and lead team members.

City of Ypsilanti staff may seek additional information upon receipt of a development proposal.

The RFQ and responses should not be considered a legally binding agreement. Upon selection of a qualified development team, the city of Ypsilanti will enter into a pre-development agreement including purchase price, due diligence period, and other terms.

Proposal Format

All submissions should be submitted via email in PDF format to bernat@cityofypsilanti.com , as well as a hard copy or CD / USB drive sent to City of Ypsilanti, ATTN: Beth Ernat, 1 S. Huron, Ypsilanti, MI 48197.

Schedule for Review and Selection

The schedule for receipt and evaluation of proposals is anticipated to be as follows:

- **RFQ posted, questions period:** April 10 – May 5, 2017
- **FAQ posted to city website:** May 12, 2017 (if any questions received)
- **Deadline for proposals:** June 1, 2017
- **Evaluation period:** June 1 – July 1, 2017
- **Finalist team notified:** July 1, 2017
- **Finalist presentation to Ypsilanti City Council:** July or August 2017
- **City Council approval of predevelopment agreement:** September 2017

Contact / Questions

Questions may be directed to:

Beth Ernat
Economic Development Director, City of Ypsilanti
bernat@cityofypsilanti.com
734-483-9646
1 South Huron Street
Ypsilanti, MI 48197

Request for Developer (RFQ)

220 North Park Street

Ypsilanti, Michigan



8178 Jackson Rd, STE D, Ann Arbor, MI. 48103

(734) 408 - 0777

WWW.NORFOLK-HOMES.COM

Response to RFQ:

Development of 220 N. Park Street, Ypsilanti, MI

Submitted to the City of Ypsilanti by:

Lead Contact Name: James Franke, President
Company or Team name: The Norfolk Group, Inc.
Mailing Address: 8178 Jackson Road, Suite D, Ann Arbor, MI 48103
Phone Number: (734) 545-8860
Email Address: jfranke@norfolk-homes.com

Summary of proposed development scenario

The RFQ and responses shall not be considered a legally binding document; the city of Ypsilanti anticipates that a selected development team will finalize a proposal during the pre-development period. This summary is intended to be a starting point for review and comparison of each development team's fit to the site goals.

Number of residential units: Between 25 and 60
Other uses, if any: None presently contemplated
Estimated land purchase price: \$1,000 per unit totaling between \$25,000 and \$60,000
Estimated total development cost: Site Costs: \$1,000,000 +/-, excluding any required environmental clean-up
Vertical Construction Costs: from \$3,500,000 to \$7,000,000
Anticipated incentives required: Cost of Environmental cleanup, if any required
Due diligence period required (days): Until Site Plan approval is granted

Response Contents Attached

- ☒ Letter of Interest (up to three pages)
- ☒ Concept plans or renderings
- ☒ Portfolio of development experience (up to ten pages)
- ☒ Resume of key team member(s)

Signature

Signature of Authorized Signer: _____

Name and Title: James A. Franke, President

Date submitted: June 1, 2017

June 1, 2017

City of Ypsilanti
Attn: Beth Ernat
1 S. Huron Street
Ypsilanti, MI 48197

Dear Ms. Ernat:

I am writing to express our interest in working with The City of Ypsilanti to help explore redevelopment opportunities for the 4.46 acre parcel at 220 North Park Street, referred to as the former Boys and Girls Club Site.

We propose a mixed format, For Sale, residential plan, made up of a mixture of cottages, single family detached houses, and duplexes, as appropriate for this location. Although we have yet to build our first home in the immediate Ypsilanti area, we are in our 25th year of developing and building Multi- & Single Family Residential communities, many of them within Washtenaw County. In the last 20+ years, we have built 1,089 homes within the Chelsea (79), Dexter (461), Saline (15), and Ann Arbor (534) School Districts which had an aggregate sale price of over \$240 million. In addition, over the last 10 years, we have expanded our experience and knowledge in the area of Commercial development, having built 30,000 sq.ft. of new space, and currently managing approximately 110,000 sq.ft., in 11 buildings.

We have assembled a highly skilled team of Engineers and Environmental Consultants to work together with us on this project, and will be selecting an Architect and Land Planner to assist us, if we are selected for further discussions.

We look forward to working with you, providing any more information required, through the selection process and then, creating a memorable addition to your community.

Please contact me by phone (734) 545-8860 or email at jfranke@norfolk-homes.com.

Sincerely,

THE NORFOLK GROUP, INC.


James A. Franke

President

Norfolk's Response to RFQ for Ypsilanti Development 220 North Park Street

Concept Plan Objectives and Residential Unit Options

We are proposing a for-sale, mid to high density (6 to 13+ units per acre), mixed product type, residential community. The contemplated home types will consist of 25 to 60 Cottages (zoning designation CO), Houses (HS) and duplex condominium units. There will be 25 to 30 individual buildings. We foresee a mix of one, two and three bedroom homes ranging from 900 to 1,750 sq.ft. We expect that this plan will possibly change with input from The City and other stakeholders within the community. The buildings will be designed to complement and fit in with the existing neighborhood, not only in style, but also in massing, setback from the sidewalk, materials utilized, and design detail. There is obviously a wide variety of structures immediately adjacent to, and in the immediate vicinity of, the property, which will leave some latitude to the design team. We will investigate the possibility of installing solar panels on the roofs, or at least provide for the possibility of their future incorporation into the design.

Our market analysis indicates that there is currently strength in those price points under \$250,000, and that there is also some pent up demand at the \$270-\$280,000 price point. The success of delivering homes at this sale price is dependent on the total project economics including land acquisition cost. Each home would have private or semi-private outdoor space. We expect to provide communal outdoor space along with gathering spaces for the residents and their guests. There will be a mixture of some hard surface plaza type areas, as well as some lawn and greenspace, or possibly even a community garden. The actual available area will be determine at the time of final engineering and site planning. One unknown factor is that the sample plans provided in the RFQ did not seem to illustrate any storm water management features. Our review of the engineering standards leads us to believe that this was possibly an error, and we are expecting that storm water control will have to be provided on site.

The preliminary site plan utilizes an extension of Locust Street onto the property from the East and connects through to Park Street. There is a substantial amount of grade change across the site from the northeast to the southwest which will present challenges but also provide potential opportunities for walkout or view out basements. Contained within the site will be an alley or pathway for pedestrian and non-motorized vehicle passage along the MDOT ROW providing easy access to the surrounding neighborhood. We'd will investigate incorporating a stand for one of the new bike sharing rental services, such as Zagster.

The preeminent feature of this site is its location. Its proximity to Depot Town, the Parks and Downtown provides opportunities for the future residents to fulfill several of their daily needs for recreation and entertainment without resorting to use of a vehicle. To complement this intent and increase area walkability our design will provide as much pedestrian access into and around the buildings as is possible. However, our society is still very owned vehicle centric, and the economic viability of the development must provide the proper ratio of onsite parking spaces to units.

Additional design features include dedicating a portion of the covered parking to bicycle parking/storage. Charging stations for electric/hybrid vehicles will be available as an option for homeowners within their garages and could possibly be installed in the visitor's public spaces.

Because we have not selected an architect partner, we are providing The City with some sample building elevations. The partners that we are considering for Norfolk's team each have decades of experience in residential design, not only in Washtenaw County, but across the country.

Development Team Qualifications and Experience

Since 1992, Norfolk Homes has proudly built homes and communities in three states with unique character, design and high quality. Norfolk builds a wide range of projects from affordable first homes to classic luxury homes. We take pride in providing new home buyers with innovative plans, hand-crafted construction, energy efficient design, and high standards of quality. Our developments not only meet our high standards, but exceed those of our customers. Norfolk typically plans, designs, finances, and manages construction of developments from the cornfield through delivery of the home to the customer. Norfolk Homes continues to set the benchmark of new home communities in the Greater Ann Arbor/Dexter area and throughout Washtenaw County, Livingston County and Jackson County, Michigan.

Norfolk has recently put under contract the Rockwell Building in Downtown Chelsea, which will be a redevelopment of a 40,000+ sq.ft. century old building near the Clock Tower. The building is proposed to be a loft style condominium project with first floor interior parking. Some of Norfolk's other larger footprint developments include the construction over 30,000 sq.ft. of office buildings in Scio Township and we're currently adding 10,000 sq.ft. Norfolk has overseen the development of Gretchen's House Childcare center in Ann Arbor, and we're currently creating the site plans to complete the mixed use area comprising residential units over retail. There will be two 34,000 sq.ft. buildings adjacent to Gretchen's House. Finally, Norfolk has overseen the development of Maple Woods of Marshall, a 50,000 sq.ft. assisted living complex, as well as built a 6,000 sq.ft. club house for the Medalist Golf Club in Marshall, Michigan.

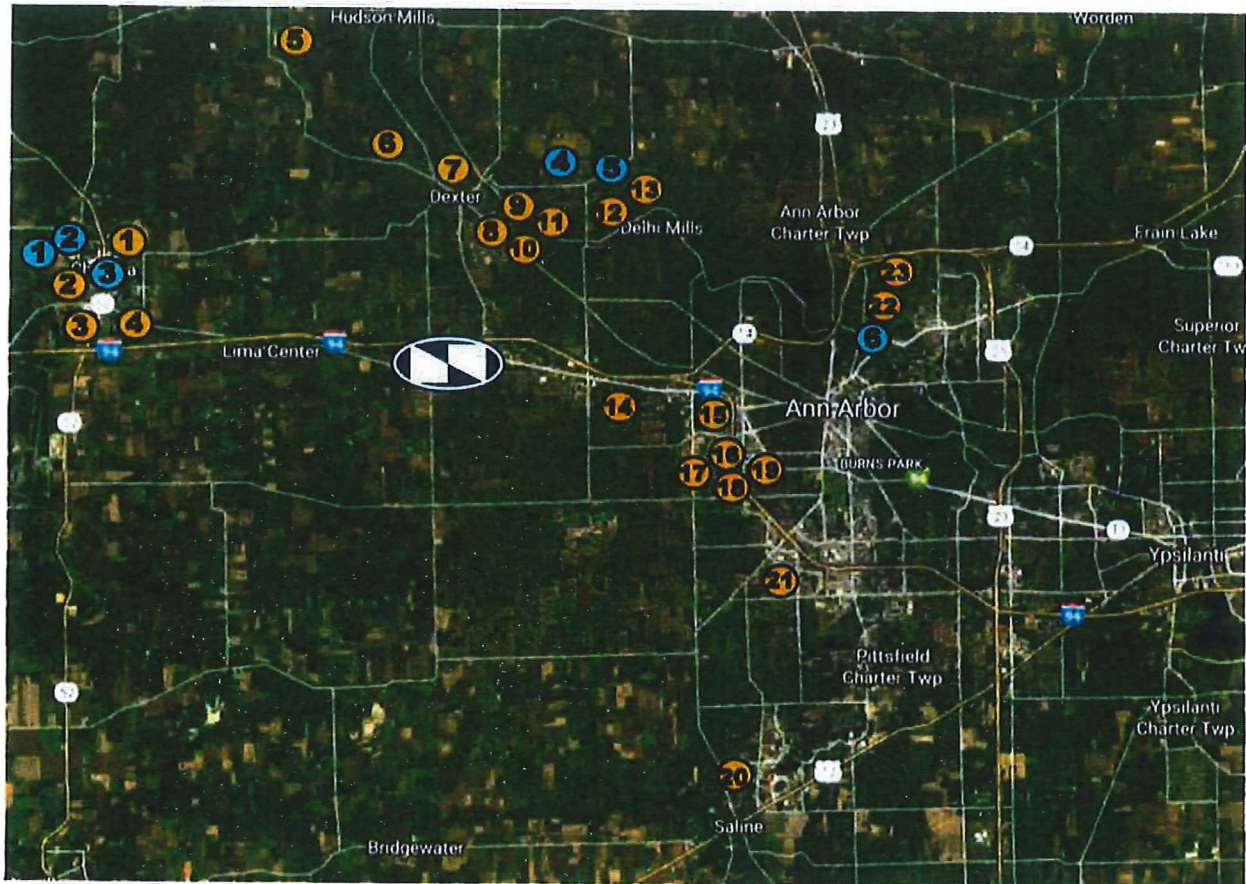
Over the last 25 years in Michigan, Norfolk has completely sold-out its units in 25 separate developments comprising 1,792 homes with sales exceeding \$300,000,000. In Washtenaw County Norfolk has completely sold-out its units in 16 separate developments comprising 996 homes with sales exceeding \$210,000,000. Today, Norfolk is simultaneously managing ongoing developments in 19 unique communities, including 7 in Washtenaw County. Homes sold to date in these 19 communities exceed 300 units and at completion these developments will represent an additional 770+ units with total sales exceeding \$215,000,000. In the 7 ongoing projects in Washtenaw County, Norfolk has sold 93 units and at completion these developments will represent an additional 91 units with total sales exceeding \$58,000,000. In Washtenaw County, Norfolk will break ground on six new projects in late 2017 through 2018 which represent 555 units and potential future sales of \$195,975,000. (Refer to Appendix A for the figures cited in this paragraph.)

Norfolk has a wealth of project management experience and a deep pool of talent to work with the customers. Norfolk's staff of 23 employees has over 150 years of combined development and project management experience.

The map of Washtenaw County, shown below, illustrates the location of Norfolk's historical and future developments.



Washtenaw County Developments



Current and Completed Projects

- | | |
|--------------------------|------------------------------------|
| 1. Heritage Pointe | 13. Loch Alpine |
| 2. Fieldstone Village II | 14. Polo Fields |
| 3. Creekside of Chelsea | 15. Liberty Oaks |
| 4. Chelsea Fairways | 16. Summerfield Glen |
| 5. Castleton Farms | 17. Walnut Glen |
| 6. Gregory Farms | 18. Walnut View |
| 7. West Ridge | 19. Blue Heron Pond |
| 8. Huron View Court | 20. Legacy Heights |
| 9. Huron Commons | 21. Kirkland Hills / Burnham Woods |
| 10. Eaton Court | 22. Northshore Glen |
| 11. Huron Farms | 23. Northside Ridge |
| 12. Preserve of Dexter | |



- Corporate Office

Future Developments

1. Westchester Farms - 2017
2. Westchester Multi-Family - 2017
3. Chelsea Lofts - 2018
4. Arlington Woods - 2017
5. Granite Hills - 2018
6. Bristol Ridge - 2018

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Revision Date: 06/01/2017

Presently, Norfolk owns land and has plans to develop three new projects in Washtenaw County later in 2017, including Arlington Woods, Westchester Farms single family and Westchester Farms multi-family. In Q2 2017, Norfolk will break ground on the construction of Phase 1, 23 homes, at the large 330 unit single family Westchester Farms development. In Q3 2017, Norfolk will begin construction of 16 single-family homes at Arlington Woods. In Q4 2017, Norfolk will break ground on the construction of 60 multi-family units at Westchester Farms. Norfolk is highly experienced and qualified to understand the Washtenaw County market and design, develop, and deliver a high-density project that delights the customer while also enhancing the architecture and economic vitality of Downtown Ypsilanti. Norfolk's market knowledge and commitment to Washtenaw County is most clearly shown by sellouts at 16 local communities and plans for three new developments. Norfolk's expertise isn't limited to creating attractive plans that may never be built. Rather, Norfolk's focus is to develop a compelling plan and, most importantly, execute the plan by building and delivering homes to highly-satisfied customers. Examples of Norfolk's developments in and beyond Washtenaw County are shown in Appendix A.

Norfolk's executive team includes three seasoned professionals with 50+ years of development experience. James Franke, CEO and President, is Norfolk's co-owner, along with his sister Patricia Williams. Under Jim's leadership since 1992, Norfolk delivered its 2000th home in 2015. Sean Lefere, COO and Vice-President, has advanced in responsibility throughout his 20+ years with Norfolk and now oversees general operations, development, and the sales team. Mark Johnson, CFO and Treasurer, leads the financial team and worked in project management before completing his MBA and becoming a CPA. Additionally, Norfolk's leadership team includes an experienced Production Manager, Sales Manager, and Purchasing Manager intent on closely monitoring trade and construction activities to deliver projects on-time at budget while also exceeding the customer's expectations. Additional details and contact information about Norfolk and its team is shown in Appendix B.

Norfolk's Portfolio of Relevant Projects

Appendix C contains examples of Norfolk's home designs built in communities primarily located in Michigan and including developments in Tennessee and Alabama. These illustrations present Norfolk's historical product line, which we may modify based on the community charrette in collaboration with our design team.

Norfolk's Partners and Advisors

In 25 years, Norfolk has worked with exceptional professionals across the multiple development related disciplines. For the 220 North Park Street Redevelopment project, Norfolk has assembled a very talented team.

Architectural

Norfolk Homes has worked with numerous Architectural firms. We are very deliberate in selecting a firm that is creative yet also able to design a product tailored to the community's

desires and requirements. Norfolk's plan is to work closely with the City of Ypsilanti to better refine the development goals. After Norfolk selects an architect, our design team will propose a 1-3 day charrette conforming to best practice guidelines established by the U.S. Green Building Council and the National Charrette Institute to promote teamwork and cross-disciplinary collaboration. Community interaction and planning with Ypsilanti stakeholders and leaders is essential for a successful development. Norfolk is currently evaluating these Architectural firms:

J. Bradley Moore & Associates
4844 Jackson Rd.
Ann Arbor, MI 48103
Contact: Brad Moore
(734) 930-1500
jbradleymoore.com

"The Residential Design Group (TR Design Group, LLC)

<http://www.tr-designgroup.com/about-trdg/>
6001 North Adams Road # 202
Bloomfield Hills, MI 48304
Contact: Jason R. Ruthig; JasonR@tr-designgroup.com
Principal and Lead Designer
(248) 792-3256.

Norfolk's Financial Capacity & Banking Partners

Norfolk traditionally contributes equity capital in its developments and typically supplements the equity with traditional bank development, infrastructure, and vertical construction financing. When the housing market was less stable and banks provided limited or no capital, Norfolk financed its development internally.

Presently, Norfolk has capital lines available on six different loan agreements with three different banks/lenders exceeding \$10,000,000. By the end of the third quarter 2017, Norfolk expects to close on loans with at least two new lenders. Norfolk is engaged in ongoing discussions with multiple lenders about the Ypsilanti Redevelopment project. At least three lenders have expressed interest in providing financing for the project. Norfolk will identify the least costly source of capital through detailed negotiations with at least the following four lenders:

Bank of Ann Arbor
<https://www.bankofannarbor.com/>
125 S. Fifth Ave
Ann Arbor, MI 48104
Contact: Jim Plummer; jplummer@boaa.com
(734) 645-1206

Independent Bank
<http://www.ibcp.com/>
108 E. Grand River Ave. / Suite A
Brighton, MI 48116
Contact: Garrett Easter; GEaster@ibcp.com

(248) 743-4007

County National

<http://www.countynationalbank.com/>

325 Railroad St. Suite C., Hudson, MI 49247

Contact: Ronald J. Haber; Ron.haber@countynationalbank.com

Second Vice President – Commercial Lending

(517) 448-7547

Innova Capital, LLC

www.innovacapitalmi.com

Contact: Bruce Margulis; bruce@innovacapitalmi.com

(248) 910-5252

Environmental Advisory

Norfolk will partner with SME for environmental advisory services and consulting. Norfolk has worked with SME on other environmental issues encountered on several of our developments in Southeast Michigan. Norfolk will primarily work with SME's Detroit and Plymouth offices, although SME has additional resources readily available through their team of 250 professionals in 10 offices in Michigan, Indiana, and Ohio. Because of the results of AKT Peerless' Phase 1 Environmental Site Assessment, dated October 9, 2015 regarding potential brownfield issues for properties contiguous to the 220 North Park St. site, proper assessment of site conditions is a critical first step in creating an economically viable residential site layout.

If required, SME's will also assist in identifying and securing financial support to help offset the added costs of brownfield redevelopment. For example, SME may recommend seeking Michigan Act 381 tax increment financing, hopefully with local tax capture pass-through from Ypsilanti. Again, depending on the results of SME's assessment, they will also evaluate the MEDC's Community Redevelopment Program and MDEQ's Clean Michigan Initiative Program for additional financial support.

SME's contact information is shown below and additional firm background is in Appendix D.

SME

www.sme-usa.com

The Kramer Building

43980 Plymouth Oaks Blvd.

Plymouth, MI 48170-2584

(734) 454-9900

Contact: Daniel R. Cassidy, CPG; cassidy@sme-usa.com

Vice President

(734) 637-0058

Engineering Consulting

Norfolk will retain Midwest Consulting, LLC ("MCI") for civil engineering, planning, surveying, and landscape architecture on the Dexter Redevelopment Project. Norfolk has worked with MCI for many years across a variety of projects and project requirements. MCI is a 50 year old local Ann Arbor engineering firm focusing on Michigan and the Midwest with a broad range of experience on 1000's of projects. Norfolk has continually been impressed with MCI's team and MCI already has extensive knowledge and experience concerning Washtenaw County through other local projects.

MCI's contact information is shown below and additional firm background is in Appendix E.

Midwestern Consulting, LLC;
www.midwesternconsulting.com
3815 Plaza Drive
Ann Arbor, Michigan 48108
734.995.0200
Contact: Scott W. Betzoldt, PE; SWB@MIDWESTERNCONSULTING.COM
Principal
Director of Residential and
Commercial Development



Appendix A

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NORFOLK HOMES COMMUNITIES AND DEVELOPMENTS IN MICHIGAN (Updated 5/26/2017)

Dev	Community	Location	Year Began	Type	Total NH Units Completed	Total NH Units Available	Total NH Units	Price Range	Sales To Date	Total Sales	STATUS /INVENTORY
	Washtenaw County Projects										
*	Loch Albion of Dexter	Webster Twp	1996	Single Family	8		8	Mid 200's	\$ 2,000,000	\$ 2,000,000	SOLD OUT
*	Huron Commons of Dexter	Dexter	1997	Condos	70		70	Low 100's	\$ 8,000,000	\$ 8,000,000	SOLD OUT
*	Huron Farms of Dexter	Dexter	1997	Single Family	265		265	Mid 200's	\$ 66,250,000	\$ 66,250,000	SOLD OUT
*	Liberty Oaks of Ann Arbor	Scio Twp	1998	Condos	45		45	High 200's	\$ 12,000,000	\$ 12,000,000	SOLD OUT
*	Huron View Court of Dexter	Dexter	2000	Condos	34		34	Low 200's	\$ 7,650,000	\$ 7,650,000	SOLD OUT
*	Walnut Glen of Ann Arbor	Scio Twp	2001	Condos	100		100	Mid 100's	\$ 15,000,000	\$ 15,000,000	SOLD OUT
*	Walnut View of Ann Arbor	Ann Arbor	2001	Condos	52		52	Low 200's	\$ 12,000,000	\$ 12,000,000	SOLD OUT
*	Northside Glen of Ann Arbor	Ann Arbor	2002	Condos	112		112	Mid 100's	\$ 16,800,000	\$ 16,800,000	SOLD OUT
*	Northside Ridge of Ann Arbor	Ann Arbor	2003	Condos	52		52	Low 200's	\$ 10,500,000	\$ 10,500,000	SOLD OUT
*	Eaton Court of Dexter	Dexter	2004	Triplex Condos	25		25	Low 200's	\$ 5,000,000	\$ 5,000,000	SOLD OUT
*	Summerfield Glen of Ann Arbor	Scio Twp	2005	Condos	130		130	Low 200's	\$ 26,000,000	\$ 26,000,000	SOLD OUT
*	Creekside of Chelsea	Chelsea	2010	Single Family	13		13	High 100's	\$ 2,405,000	\$ 2,405,000	SOLD OUT
*	Chelsea Fairways	Chelsea	2012	Single Family	32		32	Low 300's	\$ 10,400,000	\$ 10,400,000	SOLD OUT
*	Kirkland Hills/Burnham Woods	Pittsfield Twp	2012	Single Family	12		12	Low 300's	\$ 3,900,000	\$ 3,900,000	SOLD OUT
*	Legacy Heights of Saline	Pittsfield Twp	2012	Single Family	15		15	Mid 300's	\$ 5,250,000	\$ 5,250,000	SOLD OUT
*	West Ridge of Dexter	Dexter	2012	Single Family	31		31	Mid 200's	\$ 8,000,000	\$ 8,000,000	SOLD OUT
*	Gregory Farms of Dexter	Dexter	2006	Single Family	26	1	27	High 200's	\$ 7,150,000	\$ 7,425,000	1 Sold
*	Heritage Pointe of Chelsea	Chelsea	2013	Single Family	23	2	25	High 200's	\$ 6,325,000	\$ 6,875,000	1 Sold + 1 model (For Westchester)
*	Blue Heron Pond of Ann Arbor	Ann Arbor	2015	Townhomes	24	40	64	Mid 300's	\$ 8,400,000	\$ 22,400,000	34 Condos + 5 Sold + 1 Model
*	Castleton Farms of Dexter	Dexter	2015	Single Family	2	5	7	Mid 400's	\$ 900,000	\$ 3,150,000	2 Sites + 1 Sold + 2 Specs
*	Fieldstone Village II of Chelsea	Chelsea	2015	Condos	11	37	48	High 100's	\$ 2,090,000	\$ 9,120,000	24 Condos + 9 Sold + 3 Specs + Model
*	The Preserve of Dexter	Scio Twp	2016	Single Family	2	5	7	High 600's+	\$ 1,400,000	\$ 4,900,000	4 Sites + 1 Sold
*	Polo Fields Ann Arbor	Washtenaw County	2017	Single Family	5	1	6	Low 800's	\$ 4,000,000	\$ 4,800,000	1 Sold
*	Arlington Woods	Dexter	2017	Single Family	-	16	16	Mid 500's	-	\$ 8,800,000	16 Sites
*	Westchester Farms	Chelsea	2017	Single Family	-	330	330	Mid 300's	-	\$ 115,500,000	330 Sites
*	Bristol Ridge	Ann Arbor	2018	Condos	-	72	72	Mid 300's	-	\$ 25,200,000	72 Condos
*	Chelsea Lofts	Chelsea	2018	Warehouse Lofts	-	24	24	Low 300's	-	\$ 7,800,000	24 Lofts
*	Granite Hills	Dexter	2018	Single Family	-	53	53	High 400's	-	\$ 25,175,000	53 Sites
*	Westchester Farms Multi Family	Chelsea	2018	Condos	-	60	60	Low 200's	-	\$ 13,500,000	60 Condos
					1,093	646	1,739		\$ 241,420,000	\$ 465,800,000	
	Outside Washtenaw County Projects										
*	Fox Ridge	Howell	1992	Townhomes	76		76	Low 100's	\$ 9,500,000	\$ 9,500,000	SOLD OUT
*	Brewer Farms	Marshall	1993	Condos	136		136	High 60's	\$ 8,840,000	\$ 8,840,000	SOLD OUT
*	Brewer Woods	Marshall	1993	Duplex/Triplex Condos	79		79	Mid 100's	\$ 11,850,000	\$ 11,850,000	SOLD OUT
*	Burwick Glens	Howell	1993	Condos	112		112	Low 60's	\$ 6,800,800	\$ 6,800,800	SOLD OUT
*	Brandon Chase	Howell	1994	Detached Condos	33		33	Low 100's	\$ 3,800,000	\$ 3,800,000	SOLD OUT
*	Glen Devon Condominiums	Fenton	1994	Condos	132		132	High 100's	\$ 10,600,000	\$ 10,600,000	SOLD OUT
*	Northshore Commons	Brighton	1997	Single Family	49		49	Mid 200's	\$ 12,500,000	\$ 12,500,000	SOLD OUT
*	Summit Glen of Summit Twp	Jackson	1999	Condos	140		140	Low 100's	\$ 18,200,000	\$ 18,200,000	SOLD OUT
*	Summit Ridge of Summit Twp	Jackson	1999	Condos	39		39	High 100's	\$ 7,500,000	\$ 7,500,000	SOLD OUT
*	Oak Grove of Jackson	Summit Twp	2003	Detached Condos	22	12	34	Mid 200's	\$ 5,500,000	\$ 8,500,000	11 Condos + 1 Sold
*	Tamarack Glen of Grass Lake	Grass Lake	2004	Single Family	53	2	55	Low 200's	\$ 12,190,000	\$ 12,650,000	1 Sold + 1 Spec
*	The Glens at Magnolia Park	Summit Twp	2005	Condos	30	300	330	Low 100's	\$ 3,000,000	\$ 33,000,000	300 Condos
*	The Preserve at Magnolia Park	Spring Arbor	2005	Single Family	34	108	142	Mid 200's	\$ 8,500,000	\$ 35,500,000	108 Sites
*	Pine Meadows of Jackson	Summit Twp	2005	Duplex Condos	31	65	96	Low 200's	\$ 6,975,000	\$ 21,600,000	64 Condos + 1 Model
*	Stonebridge Creek of Jackson	Spring Arbor	2011	Single Family	1	8	9	Mid 200's	\$ 250,000	\$ 2,250,000	6 Sites + 2 Sold
*	Stonebridge Meadows of Jackson	Summit Twp	2011	Duplex Condos	27	33	60	Low 200's	\$ 6,075,000	\$ 13,500,000	30 Condos + 2 Sold + 1 Spec
*	Sandhill Estates of Grass Lake	Summit Twp	2011	Single Family	11	23	34	Mid 200's	\$ 2,750,000	\$ 8,500,000	16 Sites + 6 Sold + 1 Spec
*	Mystic Ridge of Hamburg	Grass Lake	2016	Single Family	-	10	10	High 200's	-	\$ 2,750,000	7 Sites + 1 Sold + 1 Spec + 1 Model
*	Renovation of Detroit Homes	Hamburg Twp	2017	Single Family	-	50	50	Mid 300's	-	\$ 17,500,000	48 Sites + 2 Specs
*	Custom Designed Homes	Wayne Co.	2017	Single Family	-	7	7	Mid 200's	-	\$ 1,750,000	7 Rehab
	(Scattered Homesites)	SE Michigan	2016	Single Family	1	2	3	400-1 million	\$ 500,000	\$ 1,500,000	2 Sold
					1,006	620	1,626		\$ 135,330,800	\$ 248,590,800	

*NDC developed land



Appendix B

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EXECUTIVE TEAM

James A. Franke- CEO/President

James A. Franke is a graduate of the University of Michigan, Ann Arbor, Michigan, where he received an undergraduate degree in Mechanical Engineering (1983) with a course concentration in the automotive field. Upon graduation, Jim became an engineer with Chrysler Corporation involved with the development of internal engine components. In 1984 Jim left Chrysler to start his own business, an automotive restoration facility specializing in Jaguars and Austin-Healeys.

In 1986 Jim hired a manager to run the facility, and began working on a daily basis with his father, Thomas Franke, in his various real estate endeavors. In 1989, Jim expanded his automotive activities by opening a classic car dealership, which also did a limited amount of SCCA racing. In 1993, Jim decided to close down the automotive businesses to concentrate his attention on real estate development.

In 1993, Jim and his brother-in-law created Norfolk Development Corporation to develop for sale multi-family and single family residential properties. In 2015, Norfolk delivered its 2,000th home. Adding the development that Jim did with his father to the homes built by Norfolk, he has directed the construction of over 2,200 residential units.

In the last 6 years, Norfolk has delivered over 500 homes and condos representing sales of \$150 million.

Sean Lefere – COO/Vice President

Sean Lefere is a graduate of Michigan State University's Construction Management program (1995). During his 20+ year tenure at Norfolk Development Corporation, Sean has held various positions of growing advancement including Project Manager, Purchasing Manager, Vice President of Development, Division President, and currently serves as Vice President/Chief Operating Officer.

Sean holds the Broker's License for Norfolk Realty overseeing the Sales Department consisting of a Sales Manager and five Sales Associates managing over a dozen active single family and condo communities as well as the custom home division. Additionally, he holds the Michigan Residential Builder's License consisting of a full-service production, purchasing and warranty team.

Sean resides in Jackson, Michigan with his wife and two teenage children and comes from a long line of well-known Jackson County business owners.

Mark P. Johnson – CFO/Treasurer

Mark Johnson attended the University of Michigan on a full-tuition scholarship and graduated with a Mechanical Engineering degree (1981). After graduation, Mark worked as a project engineer, designing and supervising the construction of chemicals processing facilities for Amoco Chemicals Corp. (BP). In 1986, Mark completed his MBA, with finance concentration, from the Booth School of Business at the University of Chicago.

Mark worked as an expert witness assessing financial damages in commercial litigation for various consulting firms including PricewaterhouseCoopers, Berkeley Research Group, and most recently as a Managing Director at FTI Consulting. He also was President/owner of a medical examining firm employing approximately 50 examiners and physicians. Mark is a licensed CPA (Illinois) as well as a Chartered Global Management Accountant (CGMA).

Mr. Johnson joined Norfolk Homes in 2016 as CFO and Treasurer and his objective is to expand the residential development portfolio.

LEADERSHIP TEAM

Bryan Riedel – Production Manager

Bryan Riedel has led Production at Norfolk Homes for nearly 6 years overseeing a dozen in-house projects, purchasing and warranty managers and staff. His expertise is in production scheduling, planning and architecture with over 28 years in the building industry. His background includes production management with Bayberry Construction in Ann Arbor from 1996-2001 which led to him starting his own construction company from 2001-2009. When the downturn hit and it made sense to close the company, he was brought into Norfolk Homes which was prepared to survive the downturn that saw many construction companies go out of business.

Bryan grew up in Livonia, attended the Ohio State University and lives in Jackson County with his wife and two adopted children.

Janet Gilbert-Smith – Sales Manager

Janet Gilbert-Smith has over 20 -years' experience in Real Estate sales and management. Janet is a graduate of McGill University and holds a Master's Degree in Education from Loyola University Chicago. East coast raised, Janet has made Michigan her home for her entire Real Estate career starting out in New Construction sales management with companies like R. Cook, Centex, Wineman and Komer and in resale with Charles Reinhart Company REALTORS® focusing on New Construction. Janet has been with Norfolk Homes for over 3 years and manages a staff of 5 sales associates, responsible for over 12 active semi-custom single family and condo communities, custom home builds, marketing initiatives, purchase agreements and closings.

She is also actively involved with outreach to local Real Estate Brokers, the Ann Arbor Board of REALTORS®, BRAG-Ann Arbor Board Member, plus numerous local charitable organizations especially those working to find housing for families in need.

Steve Eddy – Purchasing Manager

Steve Eddy has been with Norfolk Homes for 4 years working as the Purchasing Manager overseeing over a dozen active single family and condo communities in the Norfolk Homes portfolio as well as all custom home builds. He has nearly 30 years building experience since graduating with a Business Management degree from a college in Wisconsin. Steve previously worked many years for Toll Bros. as a Project Manager who supervising the entire sales and purchasing team.

Corporate Administration

The corporate administration office consists of experienced financial personnel skilled at managing the workload of a full-service construction and development company with a vast Washtenaw and Jackson County presence. The in-house IT department provides state of the art technology and software connecting field personnel and office staff across an internal server and high speed network.

Production

The production team consists of 3 Project Managers (Builders) each with over 25 years of experience as well as a dozen expert team members knowledgeable in land development, budgeting, scheduling, field project management, warranty and purchasing. Our team has developed longstanding relationships with local and national suppliers, vendors, trades, municipalities, inspectors and surveyors, amongst others.

Sales

The sales team are leaders in new construction residential sales in Ann Arbor and the surrounding areas. All are skilled in the sales and construction process from first contact with a prospect to conversion to buyer, to closing. They each have at least 10-30 years' experience in new construction, are licensed realtors in the State of Michigan and hold numerous individual certifications.

NORFOLK'S CORPORATE TEAM

EXECUTIVE TEAM

CEO/President
COO/Vice President
CFO/Treasurer

CORPORATE ADMINISTRATION

Controller
Accounts Payable
Office/Human Resources
IT Manager

PRODUCTION

Production Manager
Project Manager
Project Manager
Project Manager
Purchasing Manager
Production/Purchasing Assistant
Land and Development Manager
Warranty Manager
Warranty Tech
Warranty Tech

SALES

Sales Manager
Sales Associate – Jackson County
Sales Associate – Chelsea
Sales Assistant – Dexter
Sales Associate – Ann Arbor
Sales Associate – Custom Home Division



NORFOLK'S CORPORATE OVERVIEW

New Construction Builders Since 1993

Headquartered in Ann Arbor, Michigan

Serving Southeast Michigan

Completed Over 40 Major Projects

Over 2,200 Units Built

Over \$500 Million in Sales

State of Michigan Builder's License

Multiple Builder's Certifications and Licensed Sales Staff

Over 30 Employees Averaging 15 Years of Building Experience Each

Full-Service Development and Construction Services

Land Development, Site Survey, Budgets/Scheduling

Full-Service Sales and Marketing Departments

Norfolk Realty Brokerage Company

Residential, Commercial and Mixed-Use Development

Production, Semi-Custom and Custom Construction

Single Family Homes and Condominiums

Starter Homes to Full Luxury Custom

Fully Furnished Models with Design Centers

Numerous Builder Awards



Appendix C

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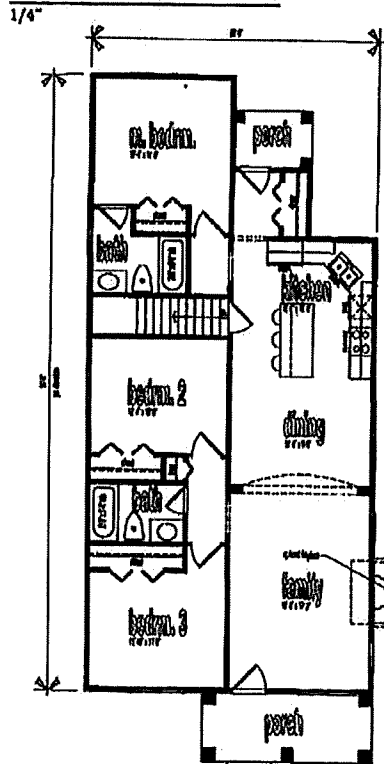
Building Dreams, One Home At A Time

220 NORTH PARK STREET, YPSILANTI MI

Conceptual Product Study



**"BUNGLAOW"
FRONT ELEVATION**



FIRST FLOOR PLAN
1/4"

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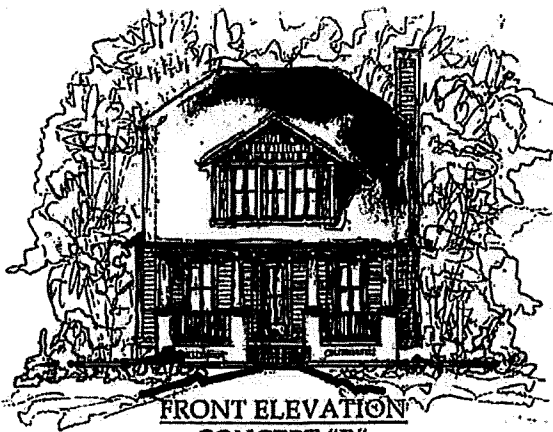
8178 Jackson Rd, STE D, Ann Arbor, MI. 48103 | (734) 408 - 0777



Building Dreams, One Home At A Time

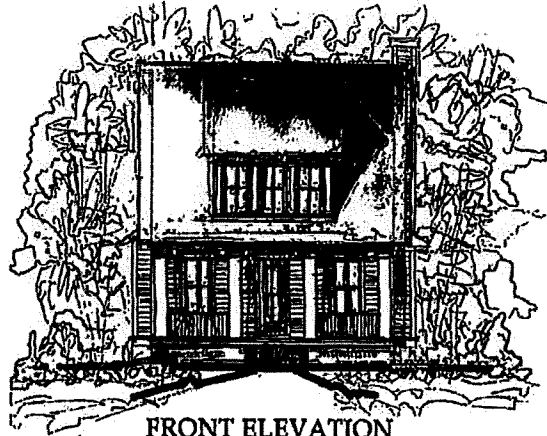
220 NORTH PARK STREET, YPSILANTI MI

Conceptual Product Study



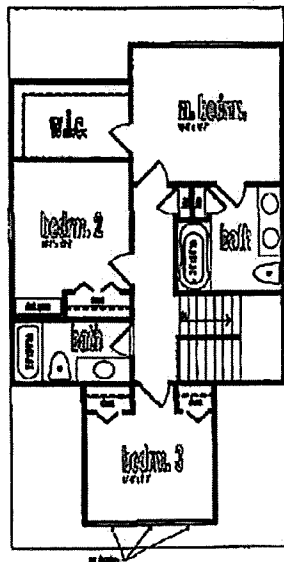
**FRONT ELEVATION
CONCEPT "B"**

1/4"



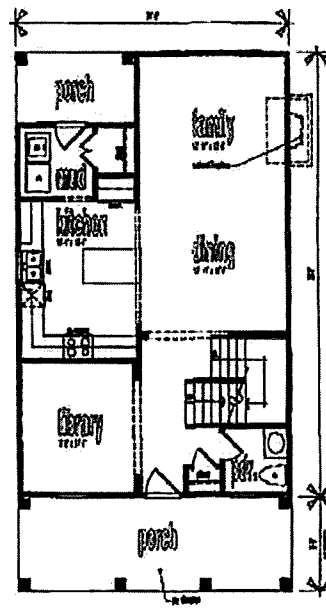
**FRONT ELEVATION
CONCEPT "A"**

1/4"



SECOND FLOOR PLAN

1/4"



FIRST FLOOR PLAN

1/4"

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Building Dreams, One Home At A Time

220 NORTH PARK STREET, YPSILANTI MI

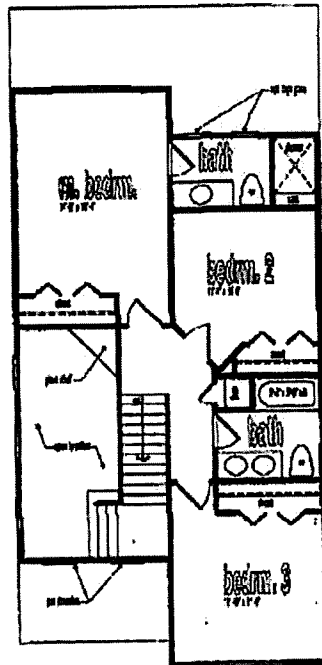
Conceptual Product Study



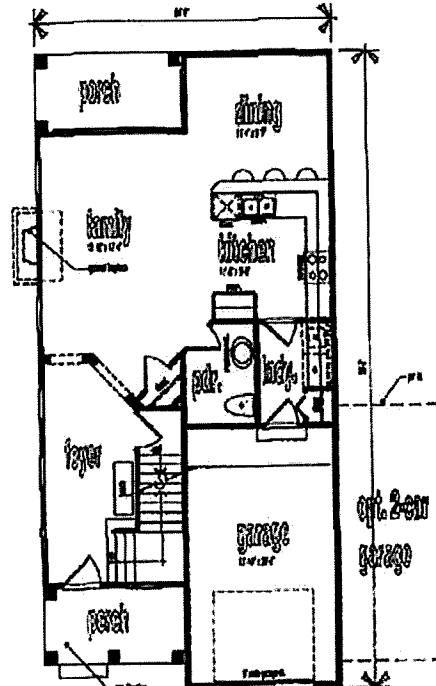
**"FRENCH ECLECTIC"
FRONT ELEVATION**
1/4"

**"TUDOR"
FRONT ELEVATION**
1/4"

**"NEO-SHINGLE STYLE"
FRONT ELEVATION**
1/4"



SECOND FLOOR PLAN
1/4"



FIRST FLOOR PLAN
1/4"

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Building Dreams, One Home At A Time

THE WOODS AT MAGNOLIA PARK

Duplex's

32 Units



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 Norfolk
H O M E S
Building Dreams, One Home At A Time

EATON COURT

2 and 3 Unit Buildings

25 Units Total



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Building Dreams, One Home At A Time

OAK GROVE

Detached Condominiums

34 Lots



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Appendix D

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615 SOUTH MAIN

www.sme-usa.com

Capitalizing on a prime location near downtown Ann Arbor, Collegiate Development Group and Campus Apartments are developing a new urban apartment community at the corner of South Main and East Mosley.

The property's history dates back prior to 1900, when its first uses included a feed mill, residence, carriage maker, and blacksmith shop. Over the course of the next century, the site was used for a variety of industrial and commercial activities, including vehicle repair and storage, commercial laundry and dry cleaning, gasoline service station, commercial distribution, automotive parts

PROJECT LOCATION

Ann Arbor, Michigan

CLIENT

Collegiate Development Group
Campus Apartments

SME SERVICES

- Brownfield Redevelopment
- Environmental Services
- Geotechnical Services

manufacturing and retail sales. These various past activities all involved the use of hazardous materials and petroleum products.

SME's environmental assessments revealed the presence of severely contaminated soil and groundwater. Tetrachloroethene and degradation products, volatile aromatic and polycyclic aromatic hydrocarbon components of gasoline, arsenic, mercury, selenium and lead were all identified on site. Contamination on the site posed a threat to future occupants of the development and the adjoining underground Allen Creek Drain, a major stormwater conduit through Ann Arbor to the Huron River.

SME's Brownfield Team performed the environmental assessments and due diligence for property acquisition and assisted in designing a redevelopment plan that included a development-compatible mitigation approach for solvent vapor intrusion; procedures to manage over 80,000 tons of contaminated soil and three million gallons of contaminated dewatering effluent; cleaning and removal of a known UST; and design of an auger-cast pile barrier wall to prevent commingling of contaminant plumes from an adjacent gasoline station site.

SME coordinated with the design and construction team to ensure a clear

understanding of the required environmental tasks, respond to discoveries of three more UST, and monitor site activities during excavation and dewatering activities.

SME also worked with the developers, the City of Ann Arbor, Washtenaw County, and the Washtenaw County Brownfield Redevelopment Authority to secure more than \$3.5 million in brownfield tax incremental financing (TIF) for eligible environmental response activities.

The new development will include approximately 230 rental units ranging from "micro apartments" for those on a budget to townhomes for young professionals, providing options for everyone to enjoy the amenities of downtown living.

The design incorporates many community amenities including a landscaped interior courtyard with swimming pool, gym/exercise space, community gathering room, business center/office, support for shared bicycles or cars, and more. The ground floor includes commercial/retail space. A below grade secured parking garage will accommodate both gas and electric vehicles (with charging stations) and ample secured, enclosed, bicycle parking.



Brownfields offer opportunities for developers and host communities.

Brownfield redevelopments can provide developers with financially successful project opportunities on small-town main streets, across industrial districts, and in urban core areas while providing many benefits to a community. Relevant benefits include increased tax base, new housing and jobs, reuse of existing infrastructure, removal of blight, and reduced environmental threats.

Brownfields come in many sizes, shapes and forms — industrial sites, shopping malls (dry cleaners), gasoline stations, marinas, auto repair shops, golf courses, and many more. These sites all having one thing in common — concerns over environmental contamination. SME's Brownfield Redevelopment team has spent the last 20 years helping owners, developers and communities successfully turn abandoned and underused brownfields into new manufacturing plants, mixed-use office/retail/residential buildings, microbreweries, single family neighborhoods, schools, parks and recreational facilities. We have supported over \$1.5 billion in brownfield redevelopment projects and have acquired and managed over \$150 million in funding and other incentives to make them successful.

Our depth and breadth of environmental, geotechnical and construction services and our 50 years of experience serving the development/redevelopment market make SME the ideal partner from the beginning of your project, because we understand the pieces and how they need to fit together. Successful brownfield redevelopment begins with the right kind of up-front environmental due diligence, which focuses not only on liability management, but also identifies environmental and constructability issues that will impact development and strategies for addressing them.

After further assessing the environmental challenges for a redevelopment project, we work with the project team to develop the optimum cleanup and exposure mitigation approaches, consistent with federal and state regulatory programs and project goals and design, to make the project economically feasible. If your project involves rehabilitation of a building, we also offer hazardous materials assessment and management, property condition assessment, and a host of building materials management services. And we routinely facilitate public-private partnerships with local and state governments to secure and apply

available funding and other incentives to offset many of the extra costs of redeveloping a brownfield.

Brownfield redevelopment is both economically and environmentally important to local and state units of government and their citizens. SME's Brownfield Redevelopment team can help communities put solid brownfield redevelopment tools in their economic redevelopment toolbox and then help them use those tools effectively. We have secured over \$50 million in federal and state brownfield grants for over 50 units of government. We have also helped build public-private partnerships in over 50 cities, towns, villages and counties to successfully acquire and use brownfield grants and loans, tax increment financing, brownfield and historic tax credits, and other incentives to market and redevelop large and small brownfield sites and everything in between.



ENVIRONMENTAL SERVICES

www.sme-usa.com

- **BROWNFIELD REDEVELOPMENT**
- **REAL ESTATE DUE DILIGENCE**
- **SITE CONTAMINATION MANAGEMENT**
- **HAZARDOUS MATERIALS MANAGEMENT**
- **REGULATORY COMPLIANCE**
- **MERGERS AND ACQUISITIONS DUE DILIGENCE**
- **UNDERGROUND STORAGE TANK (UST) MANAGEMENT**
- **WATER RESOURCES**

Comprehensive environmental services protect the environment, human health, your project and your bottom line.

SME's Environmental team bring to your project more than 30 years of experience helping developers, property owners, local governments and industrial firms identify and solve a wide range of environmental issues. We specialize in the environmental aspects of acquiring and developing/redeveloping new properties and old brownfields, investigating and remediating contaminated sites, evaluating and managing regulatory compliance, and assisting with water resources and water supply issues.

Have environmental issues or the costs of environmental responses affected your development project?

Our experts work closely with private developers and local governments to support land acquisition and environmentally sound development. We facilitate public-private partnerships that have resulted in numerous

award-winning, nationally-recognized, brownfield projects. We help local and state governments identify and leverage brownfield funding incentives to attract and encourage redevelopment efforts in their areas. At the same time, we work with developers to secure financial incentives for redeveloping brownfields, as well as to cost-effectively address environmental issues that can arise throughout redevelopment projects. And once a development/redevelopment project is in the design phase, our team can identify site environmental problems and develop practical, cost-effective solutions that seamlessly fit into the site use and construction program.

Industrial and commercial property owners and facility managers turn to the SME Environmental team for guidance and support with investigating and addressing site contamination and





ENVIRONMENTAL SERVICES CONT.

environmental management issues. We are proven experts in cost-effective site investigation and remediation of contaminated sites, from gas stations and dry cleaners to energy and manufacturing facilities. Whether exposure mitigation, natural attenuation, source reduction or NAPL management, our SME experts can identify, engineer and implement the right approach for you. And if regulatory compliance is your issue, the SME Environmental team offers comprehensive audit services and customized compliance programs to help achieve and maintain compliance, and we can assist with storm water, air and wastewater permitting needs.

For organizations looking to acquire a business or property, the SME Environmental team is an invaluable partner. We help identify and quantify environmental issues, liabilities, and costs associated with acquisitions, ultimately leading to better business decisions.

Whether you are rehabilitating or demolishing a building, our hazardous materials experts can perform comprehensive assessments to identify asbestos-containing materials, PCBs, lead-based paint, mold and the other hazardous materials that can impact your plans. We can develop exposure mitigation, abatement, and cleanup plans and specifications, then monitor those activities to verify compliance with the specifications and applicable laws and regulations.

As water resource experts, the SME Environmental team includes hydrogeology experts who perform hydrogeological assessments and water supply evaluations. We can develop complete storm water, sediment and water shed management solutions.

No matter the environmental need or concern, our experts offer creative thinking and practical, economical strategies for quickly identifying and addressing environmental risks, while furthering your organization's objectives. Our goal is to help you understand and best plan for environmental issues and needs to avoid costly and timely surprises down the road.

BROWNFIELD REDEVELOPMENT

From helping secure sources of brownfield financing and incentives to investigating and mitigating site environmental risks, SME's experts can assist developers and local governments with every aspect of brownfield redevelopment, from acquisition through construction.

REAL ESTATE DUE DILIGENCE

SME's comprehensive due diligence services help identify and mitigate environmental liabilities and risks associated with site acquisition to start your project off on solid ground.

SITE CONTAMINATION MANAGEMENT

We offer site investigation and remediation services to help property owners and managers efficiently and cost-effectively identify and address a wide range of soil, groundwater, surface water and soil gas contamination issues.

HAZARDOUS MATERIALS MANAGEMENT

SME's Environmental experts assess and measure environmental hazards associated with building renovation and demolition. We develop cost-effective hazardous materials management and abatement plans and specifications. We also provide complete onsite abatement and mitigation monitoring services to ensure regulatory compliance while meeting your project goals.

REGULATORY COMPLIANCE

From audits to permitting and from the development and management of comprehensive regulatory compliance programs, our experts understand your operation's regulatory environment, and we provide effective solutions to ensure compliance.

MERGERS AND ACQUISITIONS DUE DILIGENCE

We work closely with companies and investors to perform environmental due diligence for site contamination and regulatory compliance in operations, identify and evaluate business risks, and determine potential post-acquisition financial impacts.

UNDERGROUND STORAGE TANK (UST) MANAGEMENT

SME specializes in UST removal monitoring, release investigations, and remediation services. We help manage regulatory compliance for existing USTs on your property.

WATER RESOURCES

We help our clients with a wide range of water issues, from evaluating sources of drinking water to complete plans and designs for storm water, sediment and water shed management, including an array of urban, low-impact systems.



DANIEL R. CASSIDY, CPG

VICE PRESIDENT

☎ (734) 637-0058 ✉ cassidy@sme-usa.com

- Brownfield Redevelopment
- Financial Incentive Support
- Environmental Services
- Project Director

BACKGROUND

Dan is a Vice President and Principal with more than 20 years of experience. He leads SME's Environmental Services Group to set and implement the Environmental Group's business strategy, manage liability and litigation issues, execute contracts, and continually update Group goals. Dan advises owners, developers, municipalities, and the design and construction community in the areas of urban and brownfield redevelopment strategies and financing, environmental assessment of contaminated sites, remedial investigations, and environmental regulatory compliance. Dan also provides redevelopment financial incentive support, has successfully written applications for over \$30 million in state and federal grant funding, assisted in acquiring incentives, and managed projects involving \$150 million in state and federal incentives.

RELATED PROJECT EXPERIENCE

Project Director and Client Manager for SME's consulting services supporting the \$60M redevelopment of the former 80-acre General Motors Pontiac Validation Center into the **M1 Concourse**, an auto collector's condominium and event center located on America's first highway (M1) and ground zero for the Woodward Dream Cruise. Services included brownfield incentive acquisition and consulting, pre-acquisition environmental due diligence assessments, vapor intrusion mitigation design, geotechnical assessment and design, and general redevelopment strategy consulting.

Project Director for SME's consulting services supporting the \$13M redevelopment of a former municipal dump into a minor league baseball stadium in Utica, Michigan. Services for the new **Jimmy John's Field** included brownfield incentive acquisition and consulting, pre-acquisition environmental due diligence assessments, vapor intrusion mitigation design, geotechnical assessment and design, civil engineering, construction testing and general redevelopment strategy consulting.

Project Manager for the \$12.8M redevelopment of Henry Ford's first job location, the 1890s former marine engine repair facility, into the **Michigan DNR Outdoor Adventure Center**. Provided brownfield incentives consulting, managed pre-acquisition environmental due diligence services, and provided federal environmental compliance consulting services.

Project Manager since 2005 for the **Downriver Community Conference's** over \$20M USEPA Grant program. Advises DCC communities on brownfield redevelopment strategies and provides consulting services for projects funded by the DCC's USEPA hazardous substance and petroleum assessment and revolving loan fund grants.



RELATED PROJECT EXPERIENCE CONT.

Project Manager for the **\$20M mixed-used redevelopment** project along Lake Erie in Port Clinton, Ohio. Project revitalized the downtown and linked the city's key asset, Lake Erie, to the community and businesses. Provided environmental and geotechnical services to support site acquisition and redevelopment strategy. Also provided USEPA grant management and consulting services to Ottawa County Ohio, who supported the redevelopment with brownfield grant funding.

Project Manager for SME's consulting services supporting the \$145M redevelopment of the former GM Argonaut Building into the 11-story **College for Creative Studies** in Detroit, Michigan. Provided environmental, geotechnical, construction testing and materials consulting services to assist the project team in capturing over \$11M in brownfield incentives for the project.

Project Manager for SME's consulting services supporting the redevelopment of a former auto service station into the five-story, mixed-use **Greenleaf Trust** building identified as a downtown catalyst project in downtown Birmingham, Michigan. Provided environmental, geotechnical, construction testing and materials consulting services for the \$25M redevelopment project. Also assisted project team in capturing over \$3 M in brownfield incentives for the project.

EDUCATION

B.S. with Honors, Environmental Geosciences, Michigan State University
M.S., Business Administration, Wayne State University
Candidate for Juris Doctor, Wayne State University Law School
Fellow, Larson Center for Leadership

REGISTRATIONS AND CERTIFICATIONS

Certified Professional Geologist – American Institute of Professional Geologists (AIPG)
OSHA HAZWOPER, Standard 29 CFR 1910.120(e)

AFFILIATIONS

Michigan Urban Land Institute, Executive Board, Programs Chair
Geo-professional Business Association, Vice Chair of Business Practices Committee
Detroit Downtown Partnership
American Institute of Professional Geologists (AIPG)
Michigan Association of Environmental Professionals (MAEP)
Woodward Avenue Action Association
International Council of Shopping Centers
Michigan Economic Development Association
NW Ohio Regional Economic Development Association



JAMES M. HARLESS, PhD, CHMM

VICE PRESIDENT

(734) 260-1130 harless@sme-usa.com

- Property Assessment and Due Diligence
- Environmental Liability Management
- Brownfield Redevelopment and Financing
- Response Action and Exposure Mitigation Design

BACKGROUND

James is a Principal Consultant with SME. He is recognized as an expert in the field of property assessment and due diligence, liability management, and brownfield redevelopment and financing. James provides senior technical and project management in the areas of site investigation and remediation, environmental regulatory compliance, waste management and litigation support. He has experience in the assessment and remediation of environmentally contaminated sites under Michigan's Part 201 and the federal CERCLA (Superfund) and RCRA (hazardous waste) Corrective Action programs. Since joining SME in 2003, James has held positions of increasing responsibility leading to his appointment as Vice President and Principal. He has 40 years of experience in environmental evaluations and consulting.

RELATED PROJECT EXPERIENCE

Senior Project Manager for the redevelopment of a former industrial waste landfill into **Ventower Industries** wind turbine tower manufacturing facility. Obtained \$7 million in federal, state and local brownfield financing, including EPA grants, state grants and loans, and tax increment financing to support construction of start-up manufacturing operation. Identified and mitigated environmental liabilities, as well as designs for protecting human health by mitigating direct contact and vapor intrusion exposure pathways were designed and installed. Primary environmental/geotechnical challenge included stabilizing landfill wastes sufficiently to support the high-load manufacturing building and equipment without penetrating the underlying aquitard. This was achieved by installing over 1,700 controlled modulus columns without generating excess wastes that would have to be transported for disposal, and was consistent with the project's green remediation goals.

Senior Project Manager for the preparation of a former 2.2 million square foot, 89-acre, automotive parts stamping plant for redevelopment. Activities included identifying and quantifying hazardous materials and petroleum contamination in the plant and support buildings, developing decontamination and waste management procedures, characterizing residual chemicals and oils, monitoring decontamination activities, developing an EPA-approved PCB remediation plan, delineating PCB contamination in 12 areas, and verifying PCB remediation. As subsurface contamination was identified during demolition, SME coordinated with the liable party, RACER Trust, to assess the impact and determine appropriate management approaches and responsibilities. Developed specifications and quality control parameters for crushing and reusing the reclaimed concrete to backfill over 350,000 SF of basements and restore the site.

Project Manager for over 100 Phase I/II site assessments for due diligence related to property transfers and corporate acquisitions and divestitures in over 20 states.



RELATED PROJECT EXPERIENCE CONT.

Environmental Project Manager for transformation of a former paper manufacturing plant site into a 500-unit residential development in Monroe, Michigan. Activities included development of funding strategies for \$5 million in environmental costs associated with the redevelopment, preparation of documents for \$2 million in state loans and grants, \$1 million in USEPA brownfield cleanup funding and \$4 million in tax increment financing. Coordinated cost allocations among funding sources, developed liability management strategies for the developer, and coordinated large-scale environmental response activities for construction. Site activities included excavation, demolition and management of debris from 100,000 SF of plant basement, remediation of PCB and petroleum contamination, and onsite encapsulation of over 100,000 cubic yards of contaminated coal ash. Project received a national Brownfield Renewal Award.

Project Manager for environmental and brownfield financing activities for the \$80 million Consumers Energy Headquarters project in Jackson, Michigan. The project received two EPA Phoenix Awards for excellence in brownfield redevelopment. SME managed the site investigation, liability, environmental responses and safe use design activities for 21 land parcels assembled for the project. Also developed a tax increment financing program that funded \$1.8 million in environmental expenses and about \$18 million in infrastructure improvements.

Project Manager for the first successful Michigan brownfield redevelopment funded by a state grant. Redevelopment involved demolition of a 450,000 SF automobile assembly plant and construction of 150,000 SF steel processing facility. Environmental activities included successful application for \$800,000 state grant, identification and removal of underground storage tanks and containers of wastes, assessment and remediation of soil contamination, and management of over 30,000 SF of PCB-contaminated concrete floors. A remediation variance for the encapsulation of PCB-contaminated subsurface structures without prior remediation was sought and obtained from the USEPA.

EDUCATION

B.A. Cum Laude, Chemistry, Rice University
PhD, Organic Chemistry, University of Texas at Austin

CERTIFICATIONS AND PROFESSIONAL TRAINING

Certified Hazardous Materials Manager (CHMM)
Petroleum Hydrocarbon Fingerprinting
Petroleum Hydrocarbon Forensics
40-Hour HAZWOPER Course and 8-Hour HAZWOPER Annual Refresher
HAZWOPER Site Supervisor

AFFILIATIONS

Alliance of Hazardous Materials Professionals (AHMP), President
Washtenaw County Brownfield Redevelopment Authority, Secretary and Past Chair
Michigan Association of Hazardous Materials Professionals (AHMP), Michigan Chapter
American Chemical Society (ACS)
Geoprofessional Business Association (GBA), Environmental Committee Chair

AWARDS

Outstanding Environmental Professional of the Year, 2010 – Michigan Association of Environmental Professionals (MAEP)
Fellow of the Institute of Hazardous Materials Management (IHMM)



Appendix E

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MIDWESTERN
CONSULTING

A - PROFESSIONAL QUALIFICATIONS

FIRM PROFILE

Midwestern Consulting, LLC
3815 Plaza Drive
Ann Arbor, Michigan 48108
Phone: 734.995.0200
Fax: 734.995.0599
Email: info@midwesternconsulting.com
www.midwesternconsulting.com

Michigan Corporation
Founded in 1967
MDOT Pre-qualified

PRINCIPALS:

Arnold Geldermans, P.E.
Patrick L. Hastings, P.S.
Scott W. Betzoldt, P.E.
Ben Chen, P.E., PTOE

DEPARTMENTS / SERVICES:

Civil Engineering
Transportation Engineering
Planning
Surveying
Information Technology/GIS/MIS
Environmental Engineering
Landscape Architecture



Allegiance Health System, Jackson

PROFESSIONAL STAFF:

Civil Engineers	15
Surveyors	11
Transportation Engineers	4
Landscape Architects/Planners	4
Technicians	4
IT/Admin/Marketing/Other	6

Midwestern Consulting is an award-winning professional consulting firm providing civil and transportation engineering, planning, and surveying services. Founded in 1967 in Washtenaw County, we have provided

these services on thousands of projects.

While the majority of our work is in Michigan, we have specific surveying and transportation expertise that has resulted in many recent projects around the country.

We are a mid-sized firm with a staff of 44 located in Ann Arbor, Michigan. This level of staffing means we are large enough to offer in-house expertise for the services that your projects will require, and we have the depth of resources to respond quickly to changing client needs. Yet, we are small enough to



MIDWESTERN
CONSULTING



provide oversight of every project by a firm principal who is a registered engineer, or landscape architect, as appropriate.

We are proud of the long-term, multi-project relationship we have developed with many clients over our 47 years, including the University of Michigan, St. Joseph Mercy Health Center, and the Cities of Ann Arbor, Chelsea, and Saline. The majority of our new work over the past 20 years has been for repeat clients—the best assurance that our work consistently meets project requirements.

Our professionals generate critical research, data and mapping resources through state-of-the-art technology and good, old-fashioned logic. The combination of traditional methods and innovative approaches allows clients the information needed to confidently take action and improve their projects.

We consistently provide our clients with exceptional products and a history of long-standing commitment to developing multi-project relationships. This commitment has resulted in an impressive

record of providing repeat services to many clients, both private and public.

Additionally, over the past several years, we have completed a number of projects in the area. We have based the success of our business on:

- Understanding all the requirements of the project
- Assigning the optimum staff to complete the work
- Continuous communication between the engineering team and the owner
- Meticulous attention to detail
- Effectively managing our work to consistently meet design, cost, and schedule requirements

Areas of Midwestern Consulting expertise include:

CIVIL. Land development, sanitary sewer, water main and storm sewer design, stormwater management, hydraulic studies, roadway design, pedestrian improvements, recreation field design, construction inspection, contract administration, and cost analysis.

PLANNING Land use planning – assembly and review of existing site information, zoning and land use review, site analysis, feasibility studies, concept development, preliminary cost analysis and project pro-forma. Project planning—preliminary and detailed site plans, plan processing and approval, and project cost analysis.

SURVEYING Global positioning surveying (GPS), 3D laser scanning, CAD and computer generated topographic and



University of Michigan Couzens Hall Renovation, Ann Arbor



MIDWESTERN
CONSULTING

route surveys, material volume calculations, horizontal and vertical control, boundary surveys, commercial and industrial mortgage surveys, construction as-builts, property and easement descriptions, aerial ground control, subdivision platting, condominium documents, and construction layout.

TRANSPORTATION Highway design, including pavement analysis, drainage studies, and construction inspections; traffic and safety engineering, including traffic impact studies, crash studies, signal timing and warrant analysis; construction detour plans.

LANDSCAPE ARCHITECTURE

Environmentally sensitive site design and landscape planning, including pre-planning, site analysis, development of conceptual plans, wetland delineation/mitigation, woodland surveys and management, native environment planting plans, park design, and recreation facilities construction documents.

INFORMATION TECHNOLOGY

Geographic Information Systems—managing infrastructure, property, land



University of Michigan Ross School of Business, Ann Arbor

acquisition/development, facilities, and natural features. Management Information Systems—managing traffic and accident data, permits, complaints, utilities, documents/archives.

Engineering applications—easy user interfaces, programming, integration, data conversion, training. Website development, implementation strategy, dynamic database linkage and live map publishing.



St. Joseph Mercy Health System, Ypsilanti



Resolution No. 2017 - 196
September 5, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That a public hearing on the purchase and sale agreement with Norfolk Group, LLC for the property located at 220 N. Park Street be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2017- 197
September 5, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2017–198, approving Ordinance No. 1288 to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates within the City of Ypsilanti. ***(Second Reading)***
2. Resolution No. 2017-199, approving Ordinance No. 1289 to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances, City of Ypsilanti, to increase sewage disposal service rates. ***(Second Reading)***
3. Resolution No. 2017-200, approving Ordinance No. 1290 to amend Chapter 106, Article V, Section 106-499 of the Code of Ordinances to decrease the restricted debt retirement and capital improvement fund surcharge on water and sewer service bills. ***(Second Reading)***
4. Resolution No. 2017-201, approving voting delegate and alternate to the MERS Annual Meeting.
5. Resolution No. 2017-202, approving minutes of August 15, 2017.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



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 31, 2017

VIA EMAIL and USPS

Ms. Frances McMullan, Clerk
CITY OF YPSILANTI
One South Huron Street
Ypsilanti, Michigan 48197-5400

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

Dear Frances:

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 three ordinances approving the changes and the supporting documentation. On August 23, 2017, 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 August 15th and a second reading on September 5th so that the ordinances, if approved, can go into effect October 5, 2017.

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.

Sincerely,


JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks

Enclosures

cc w/encl.: YCUA Board of Commissioners

Mr. Thomas E. Daniels

cc: Mr. Dwayne Harrigan

Ms. Venita Terry



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 31, 2017

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 23, 2017, the Board will consider a recommendation to the Ypsilanti City Council for the following rate adjustments for City Division customers: a water rate increase of 3.2%, a sewer rate increase of 4%, and a surcharge decrease of 1%. This would decrease the surcharge to 60%. The combined effect of these rate adjustments, which will be effective October 5, 2017, would be a 2.93% increase in a City Division customer's bimonthly bill.

The three 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, 2017 fiscal year budget, which the YCUA Board of Commissioners will also consider at their August 23, 2017 regular meeting. Note that the Great Lakes Water Authority has increased its rate to YCUA by 3.2% effective July 1, 2017.

If you have any questions, please contact me.

Sincerely,


JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

JC/kks
Enclosures
cc w/encl.: YCUA Board of Commissioners
Ms. Frances McMullan
Mr. Thomas E. Daniels
cc: Mr. Dwayne Harrigan
Ms. Venita Terry

YCUA 2017-18 Budget Highlights

Water Sales

City Division: The budget projects that water sales in the city will not change compared to the 2016/2017 Budget.

Township Division: The budget projects water sales in the Township to remain the same compared to the 2016/2017 Budget.

Sewer Sales

City Division: The budget projects sewer sales from within the city to remain the same compared to the 2016/2017 Budget.

Township Division: The budget projects sewer sales from within the Township to remain the same compared to the 2016/2017 Budget.

Contract Communities: WTUA Increased flow \$200,000

Operating Expense Changes

Decrease of Benefits	\$ 300,000	
Purchased Water	\$ 300,000	(3.2% GLWA rate increase)
Debt/interest	\$ 50,000	

Overall Summary

Increase from GLWA	(\$ 300,000)
Wastewater Costs	(\$ 520,000)
Debt/Interest	(\$ 50,000)
Increase in Capital Expenses	(\$ 285,000)
Benefits	\$ 300,000
Sewer increase (4.00%)	\$ 320,000
Water Increase (3.20%)	\$ 535,000
Operation costs	\$ 60,000
Overall Change	\$ 60,000

City Customers- 2.93% Increase

Minimum Bill (\$87.08)	increase on bill	\$2.48/bill or \$1.24/mth
Average Bill (\$136.90)	increase on bill	\$3.90/bill or \$1.95/mth
(Comprised of 3.2% increase water/4.0% increase sewer/ 1% decrease in surcharge)		

Other Community Rate 2017-18 Comparisons

Canton Township 3.2% Increase
Ann Arbor 6.3% Increase
Northville 6.0% Increase
Livonia 6.77% Increase
Plymouth 5.2% Increase
Rochester Hills 5.3% Increase

YCUA City Division

Current Charges:

Minimum User residential

	6 units(4488 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$28.09	\$24.46	\$52.55
surcharge (61%)	\$17.13	\$14.92	\$32.05
Total	\$45.22	\$39.38	\$84.60

Average User residential

	12 units(8,976 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$28.09	\$24.46	\$52.55
6 units	\$15.90	\$14.17	\$30.06
surcharge (61%)	\$26.83	\$23.56	\$50.39
Total	\$70.81	\$62.19	\$133.00

PROPOSED:

09/01/17

Water rate	3.20%		
Sewer rate	4.00%		
surcharge	60.00%		
	\$ 2.73	\$ 2.46	\$ 5.19

Effect on a minimum and average city customer with a proposed 3.2% water rate increase, a sewer rate increase of 4.0%. Surcharge decreases to 60%.

Minimum User residential (proposed)

	6 units(4488 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$28.99	\$25.44	\$54.42
surcharge (60%)	\$17.39	\$15.26	\$32.65
Total	\$46.38	\$40.70	\$87.08
increase	\$1.16	\$1.32	\$2.48
increase/mo	\$0.58	\$0.66	\$1.24
cumulative rate increase			2.93%

Average User residential (proposed)

	12 units(8,976 gallons) per 2 month billing cycle		
	water	sewer	Total
6 units	\$28.99	\$25.44	\$54.42
6 units	\$16.41	\$14.73	\$31.14
surcharge (60%)	\$27.24	\$24.10	\$51.34
Total	\$72.63	\$64.27	\$136.90
increase	\$1.82	\$2.09	\$3.90
increase/mo	\$0.91	\$1.04	\$1.95
cumulative rate increase			2.93%



Resolution No. 2017 - 198
September 5, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That Ordinance No. 1291 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 Second and Final Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

ORDINANCE NO. 1291

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 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 5, 2017, existing rates shall prevail. For all billings rendered on or after October 5, 2017, water charges shall be as follows for each bi-monthly (two month) period:

(1) Minimum bi-monthly readiness-to-serve rates based upon size of meter and use of up to the allowed usage of water:

<u>Meter Size/Inch</u>	<u>Allowed Usage Cubic Feet</u>	<u>Water Rate</u>
5/8 - 3/4	600	\$28.99
1	1,000	\$52.65
1-1/2	2,100	\$136.48
2	4,000	\$299.71
3	9,000	\$615.58
4	16,200	\$1,165.95
6	36,000	\$2,420.58
8	66,000	\$4,414.82
10	102,000	\$6,713.06
12	150,000	\$11,110.62

(2) Bimonthly consumption rates in excess of allowed usage:

Rate per 100 C.F. <u>Bi-monthly Water</u>	After <u>10/5/17</u>
--	-------------------------

All consumption in excess of allowed usage per 100 cf \$2.73

* * * * *

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 _____, 2017.

Amanda Edmonds, Mayor

Frances McMullan, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. ____ was published in the _____ on the
____ day of _____, 2017.



Resolution No. 2017-199
September 5, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT Ordinance No. 1292 to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to increase sewage disposal service rates by 5% within the City of Ypsilanti be approved and Second and Final Reading.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

ORDINANCE NO. 1292

An ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances, City of Ypsilanti, to increase sewage disposal service rates.

BE IT ORDERED BY THE CITY OF YPSILANTI, that:

That Section 106-455(a) of Chapter 106, Article V of the Code of Ordinances shall be revised as follows:

(a) For all billings rendered prior to October 5, 2017, existing rates for sewage disposal services shall prevail. For all billings rendered on or after October 5, 2017, rates for sewage disposal services shall be as shown in Schedule A:

Schedule A:

Meter Size (inch)	Allowed Usage Cubic Feet	CAPITAL CHARGE		OM&R		TOTAL	
		Contract Community	All Others	Contract Communities	All Others	Contract Community	All Others
5/8-3/4	600	\$1.45	\$1.45	\$19.38	\$23.99	\$20.83	\$25.44
1	1000	\$2.44	\$2.44	\$32.40	\$40.84	\$34.85	\$43.29
1-1/2	2100	\$5.34	\$5.34	\$66.48	\$83.97	\$71.82	\$89.31
2	4000	\$9.70	\$9.70	\$128.24	\$161.40	\$137.94	\$171.11
3	9000	\$21.85	\$21.85	\$279.86	\$361.14	\$301.71	\$382.99
4	16200	\$39.33	\$39.33	\$533.85	\$650.88	\$573.18	\$690.21
6	36000	\$87.41	\$87.41	\$1,151.04	\$1,448.52	\$1,238.44	\$1,535.94
8	66000	\$160.20	\$160.20	\$2,100.78	\$2,645.96	\$2,260.97	\$2,806.15
10	102000	\$243.93	\$243.93	\$3,251.84	\$4,094.48	\$3,495.77	\$4,338.42
12	150000	\$364.11	\$364.11	\$4,786.57	\$6,025.77	\$5,150.68	\$6,389.89

For all usage in excess of allowed usage the rate per 100 cubic feet shall be as follows:

	CAPITAL CHARGE	OM&R	TOTAL
Contract Communities	\$0.244	\$2.098	\$2.34
All Others	\$0.244	\$2.211	\$2.46

* * * * *

This Ordinance shall take effect and be in full force upon local publication in

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS
_____ DAY OF _____, 2017.

Amanda Edmonds, Mayor

Frances McMullan, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 1292 was published in the
_____ on the _____ day of _____, 2017.



Resolution No. 2017-200
September 5, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT Ordinance No. 1293 to amend Chapter 106, Article V, Section 106-499 to decrease the restricted debt retirement and capital improvement fund surcharge on water and sewer service bills be approved on Second and Final Reading.

OFFERED BY: Council Member Vogt

SUPPORTED BY: Mayor Pro-Tem Brown

YES: 7 NO: 0 ABSENT: 1 (Richardson) VOTE: Carried

I do hereby certify that the above resolution is a true and correct copy of Resolution 2017-200 as passed by the Ypsilanti City Council, at their meeting held on September 5, 2017.

Frances McMullan, City Clerk

ORDINANCE NO. 1293

An Ordinance to amend Chapter 106, Article V, Section 106-499 of the Code of Ordinances to decrease the restricted debt retirement and capital improvement fund surcharge on water and sewer service bills.

BE IT ORDAINED BY THE CITY OF YPSILANTI:

That, effective October 5, 2017, and not before, Chapter 106, Article V, Section 106-499 of the Code of Ordinances be amended to read as follows:

A surcharge of sixty percent (60%) is hereby added to each water and sewage bill for billings rendered on or after October 5, 2017. The proceeds of sixty percent (60%) of gross billings shall be deposited in a restricted debt retirement and capital improvements fund. The funds in this account shall be used for debt retirement on authority of the YCUA Board and for capital improvements on approval of City Council.

* * * * *

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

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS _____ DAY OF _____, 2017.

Amanda Edmonds, Mayor

Frances McMullan, City Clerk

ATTEST

I do hereby confirm that the above Ordinance No. 1293 was published in the _____ on the _____ day of _____, 2017.



REQUEST FOR LEGISLATION
September 5, 2017

To: Mayor and City Council
From: Darwin McClary, City Manager
Date: September 5, 2017
Subject: MERS 71st Annual Meeting

SUMMARY/BACKGROUND:

It is requested that the City Council agenda for September 5, 2017 include consideration of a resolution authorizing the attendance of one delegate to attend the Municipal Employees' Retirement System (MERS) Annual Meeting, scheduled for September 21-22, 2017, in Detroit, MI.

MERS requires an election by secret ballot for the employee delegate. The election process was conducted from August 14, 2017 through September 5, 2017. Two employees were nominated; Kimberly Jones from Fiscal Services and John Bogoski from Public Services. The results of the election are Kimberly Jones, Fiscal Services, Delegate and John Bogoski, Public Services, alternate.

The registration fee is \$250 per person. Because the MERS Annual Meeting is being held in Detroit MI, and activities will be held at night, lodging will be necessary at the cost of \$169 per night, plus tax. A one night stay is required. Therefore, the total amount of funds required to attend the meeting will be \$419 plus tax and mileage reimbursement.

RECOMMENDED ACTION:

It is recommended that the City Council approve the selection of Kimberly Jones as delegate and John Bogoski as alternate to attend the MERS Annual Meeting.

ATTACHMENTS: Proposed Resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 09/05/2017

CITY MANAGER COMMENTS:

FINANCE DIRECTOR APPROVAL: _____



Revised
Resolution No. 2017-201
September 5, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Municipal Employees' Retirement System of Michigan covers all full-time City employees excluding Fire and Police Pension system Members; and

WHEREAS, the Municipal Employees' Retirement System is holding its annual meeting September 21-22, 2017 in Detroit, MI; and

WHEREAS, the Municipal Employees' Retirement System allows an employee delegate to be elected by secret ballot to attend the conference; and

WHEREAS, the employees have elected Kimberly Jones from Fiscal Services as delegate.

NOW THEREFORE BE IT RESOLVED, that Kimberly Jones be appointed as employee delegate and John Bogoski be appointed as alternate.

OFFERED BY: _____

SUPPORTED BY: _____

YES: 0 NO: 0 ABSENT: VOTE:

I do hereby certify that the above resolution is a true and correct copy of Resolution 2017-201 as adopted by the Ypsilanti City Council, at their meeting held on September 5, 2017.

Frances McMullan, City Clerk



Resolution No. 2017-202
September 5, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of August 15, 2017 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, AUGUST 15, 2017
7:00 p.m.**

I. CALL TO ORDER –

The meeting was called to order at 7:02 p.m.

II. ROLL CALL –

Council Member Bashert	Present	Council Member Robb	Present
Mayor Pro-Tem Brown	Present	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Edmonds	Present
Council Member Richardson	Present		

III. INVOCATION –

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

IV. PLEDGE OF ALLEGIANCE –

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

V. AGENDA APPROVAL –

Council Member Vogt moved, seconded by Council Member Bashert to approve the agenda.

Council Member Richardson removed Resolution No. 2017-188, Boards and Commission Appointment from the Consent Agenda.

Council Member Richardson added Resolution No. 2017-193, condemning the events of August 12, 2017 in Charlottesville, Virginia.

Council Member Murdock removed Resolution No. 2017-189, moving the polling location of Precinct 3-3 from the Consent Agenda.

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

VI. INTRODUCTIONS –

Mayor Edmonds introduced the following individuals; City Clerk McMullan, Assistant City Attorney Dan DuChene, Police Chief Tony DeGiusti, Fiscal Service Director Marilou Uy, former Council Member Michael Bodary, and Park and Recreation Commissioner Delois Wilson.

VII. AUDIENCE PARTICIPATION –

1. Stacey DeAngelis and Rob DeAngelis, 6140 1st Rd, Superior Township, stated they are present to discuss the removal of the Pen Dam. There has not been much transparency to the neighbor of what might be happening with its removal. They spoke against the removal of the dam and there are many other options that can be implemented. They hope that they could have input into what happens with the Pen Dam because it will affect them.
2. Diane Mlinac, 6140 1st Rd, Superior Township, spoke against the removal of Pen Dam citing the wildlife currently living on the river would be adversely affected.
3. Deb Walker, 6180 1st St., Superior Township, spoke against the removal of the Pen Dam because of the negative impact on the environment and the homes along the river.
4. Laura Lien, 1366 N. Huron River Drive, Ypsilanti Township, shared many concerns already stated regarding the removal of the Pen Dam. She asked that other options be examined beyond dam removal.
5. Benjamin Kuipers, 1366 N. Huron River Drive, Ypsilanti Township, stated he understands the motivation for the removal of the dam is in three parts; economic development, improvement of Pen Park, and removing of the dam. However, if the dam is removed or repaired is independent of the other options.
6. Jason Branham, 36 E. Cross, stated he is the owner of Maize Cantina in Depot Town. Over the last couple of weeks there have been multiple safety issues occurring around his establishment. The issues happen between 9 p.m. and 11 p.m. during bike night. He said the event brings a fantastic crowd with a lot of diversity. However, as the night progresses there is a lot of drinking in the streets, with “wheelie” contests and burnouts that create a great deal of smoke, which bothers his guests. The police have been called several times and have been very efficient in coming to the scene but the only solved issue is to stop bikes from being parked in the alley by Gold and Coin. Parking is now becoming an issue with the amount of bikes now blocking the entrance to his parking lot. He hopes there is something that can be done to work toward a solution that will work for everyone. This is also an issue during the car show.
7. Mike Dozey, 1620 Superior Rd, voiced concern regarding the removal of Pen Dam.

VIII. REMARKS BY THE MAYOR –

- Stated she shared the concerns of those who spoke against the removal of Pen Dam. She said to do this properly will require a great deal of community engagement and a lot of staff time.

Chief DeGiusti stated the Police Department does patrol “Bike Night” and have had motorcycles moved. The department is sensitive to the business that this event brings to Depot Town. He suggested a street closure would be the best way to solve the problems that are created by this event. However, the business owners are not in favor of closing the streets for this event.

Mayor Edmonds asked who gives permission to park in the middle of the street during “Bike Night”. Chief DeGiusti responded no one has provided permission to park there, however, the department will only respond if there is a complaint. Council Member Murdock stated it has caused issues with the bus being able to get through that section of Cross. He said there tends to be an awful lot of noise caused by this event, which creates a lot of complaints. Ms. Edmonds asked what a suggested solution is. Chief DeGiusti replied there are several possible

solutions, however, it would depend on what the overall goal is. He said street parking could be reserved for motorcycles on Tuesdays, opposed to a street closure. Mr. Murdock stated the bikers currently monopolize the parking on Cross. Chief DeGiusti responded there are cars parked there at the beginning of the event causing bikes to be diverted elsewhere.

Council Member Bashert stated it seems this is a Downtown Development Authority issue not a police issue. Mayor Edmonds stated the DDA does not regulate parking. Ms. Bashert stated if the DDA feels that parking is at a tipping point then it can request parking to be enforced. Chief DeGiusti replied if that is the goal parking enforcement officer's hours can be adjusted. Council Member Robb stated this is not a balancing act, it is a matter of legality. If the parking is not legal it should be enforced, or the street needs to be closed. He said if the other businesses in Depot Town has an issue they can voice their objections.

1. Resolution No. 2017-193, condemning the events of August 12, 2017 in Charlottesville, Virginia.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti wishes to condemn the domestic terrorist attacks of August 12, 2017 in Charlottesville, Virginia that included actions of extreme racist groups such as the, Alt Right, White Nationalists, Neo Nazis and Klu Klux Klan that led to the death of three persons and injury of over 34 people; and

WHEREAS, Hate crimes, racial injustice, and social inequity are the reason the City of Ypsilanti passed its Non-Discrimination Ordinance; and

WHEREAS, the City of Ypsilanti denounces the spread of hate, the needless loss of lives and injuries to others, the disunity promoted by fear and racism and the civil unrest created.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council stands united during these challenging times and will continue to work to protect all residents from forces of hate and discrimination.

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

Council Member Vogt stated when he recites the Pledge of Allegiance he is reminded how President Trump has not learned the Pledge. He said when the President spoke earlier today he reverted back to his comments from Saturday when he tried to defend hate groups. The President is defending ideas and behaviors that are amoral and unconstitutional. He said the Republican Party should begin to file the articles of impeachment for President Trump because he is clearly unfit for office. He greatly supported the passage of the resolution.

Council Member Murdock stated he never thought it would get to the point that Council had to pass a resolution against hate.

Council Member Bashert stated between Charlottesville and the likely hate crime in Jackson that destroyed the home of good people she was touched by staff generating this memo. She appreciates that staff as well Council stands united in protecting this City.

Mayor Edmonds thanked Council Member Richardson for making sure this was on the agenda. She said it has been interesting watching cable news channels that were all in agreement from all ideologies regarding this tragedy.

Mayor Pro-Tem Brown stated what is happening in Charlottesville is not surprising to many, however, it is very unfortunate. She stated her dear friend is the Vice Mayor of Charlottesville who initiated the removal of the statue causing the protest. She said it has been amazing hearing about the strength of the community who are coming together.

Council Member Richardson stated she was hoping to make a stronger statement than what was presented in the resolution. Considering the racial climate in the country she believes that there is not one city beyond this happening in its borders. It hurts her to see how far back the country has regressed and shortly after the election of President Trump she recalls hearing members of Congress say they are going to take the country back. The United States needs to begin to take ownership negatives of this country and call them out because these problems will erupt. She encouraged Council to be thoughtful and if anyone sees a problem that could erupt to say something.

Council Member Richardson moved a friendly amendment, seconded by Mayor Pro-Tem Brown to add "Alt Right" to the racist groups listed, change the one person who died to three, add domestic terror attack to the resolution, and change "recognize" to "condemn".

On a roll call, the vote to approve Resolution No. 2017-193 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

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

IX. ORDINANCES – FIRST READING -

Ordinance No. 1288

1. 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.

A. Resolution No. 2017-180, determination

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: Mayor Pro-Tem Brown

SECONDED BY: Council Member Vogt

Dwayne Harrigan Finance Director, Ypsilanti Community Utilities Authority, provided an overview regarding the three ordinance amendments.

B. Open public hearing

1. Sandy Ellinger, 915 Pleasant Drive, stated she has seen a lot of change in the City and for the most part citizens have been taxed to death. She would like to stay in the City because she enjoys its historic nature. She understands the increase sounds minor but when it is added to an already high surcharge on the water bill she finds it disgusting. It is very difficult to be a citizen here and anything that increases taxes or water is unacceptable. She

was sorry to hear the Water Street Debt Millage passed because of how much it will increase taxes.

2. Cassie Kozlowski, 207 Elm, asked why the water rate is so high in Ypsilanti, and the answer hasn't been clearly communicated.

C. Resolution No. 2017-181, close public hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That a public hearing on 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 officially closed.

OFFERED BY: Mayor Pro-Tem Brown

SECONDED BY: Council Member Vogt

On a voice vote, the motion carried, and the public hearing was closed.

Council Member Murdock asked how YCUA's rate structure differ from other communities, including Ann Arbor. He said in the past Council was provided comparisons and Ypsilanti's rates were on the low side. Mr. Harrigan stated he does not have Ann Arbor's specific rate structure but knows they are on a tier system that if you use more you pay more. He said Canton Township is approving a 3.2% increase and Northville is proposing a 6% increase.

Mayor Edmonds asked what percentage Ypsilanti pays compared to the other jurisdictions in YCUA. YCUA Board Member Michael Bodary stated the water rate is what YCUA pays for a unit of water which is provided by Great Lakes and increased the same amount. The surcharge should be considered a historical construction cost and the City has a much older system which creates a greater need for construction. Ms. Edmonds asked how the amount of piping needed for the Township is factored into the surcharge. Mr. Harrigan responded yes, it is a larger area but not all of it is serviced and the City replaced a majority of its pipes at one time. Also, the surcharge is decreasing and has for the last couple of years. Council Member Murdock stated the reason the rates are different between the rates and the township is because of the way YCUA is designed. It is not a unified system there are two separate units, Ypsilanti and Ypsilanti Township and there is no comingling of assets. The City has stayed stagnate since YCUA's inception in the 1970's while the township has quadrupled in size, so the township has more people paying for the system. The township also has all the contracts with outside jurisdictions so that revenue goes to the township division. Mr. Harrigan explained those jurisdictions tie into the township lines. Mr. Murdock responded the township had the contracts in the beginning in the 1970's. Ms. Edmonds asked if this system is the norm in other communities. Mr. Harrigan responded no, YCUA is unusual because it has a wastewater plant.

Council Member Richardson asked who was on Council when YCUA was established. Council Member Murdock responded George Goodman was the mayor. Ms. Richardson asked if there is any chance of the City pulling out of YCUA. Mr. Bodary responded that would mean in entire new infrastructure the City would be responsible for building and maintaining, it would be very cost prohibitive.

Mayor Edmonds asked what the current surcharges are for each jurisdiction. Mr. Harrigan responded the township charges 5% with the communities it contracts with, and the participating communities charge their residents. Ms. Edmonds asked who YCUA contracts with. Mr. Harrigan responded Pittsfield, Augusta, Superior, Sumter, WTA, and York. Council Member Murdock asked if the City shares in the sewer revenue. Mr. Harrigan responded in the affirmative. Ms. Edmonds stated there are several disadvantages in the urban core and there needs to be a conversation.

Mayor Edmonds asked what metrics are used to determine service area. Mr. Harrigan responded he can tell you how many customers there are in the City and in the township, however, the rates are based on consumption. Council Member Murdock stated the expenses are also contained in the rates.

Council Member Robb stated the City does not have an old system that was replaced in 2003, which is why the City has a surcharge. He asked that during the next presentation the amount paid per unit compared to other jurisdictions should be contained in the presentation. This information would solve a lot of confusion residents have toward water and sewer rates.

Mayor Edmonds asked how many customers the City has and how many customers does the township have. Mr. Harrigan responded 5,000 in the City and 17,000 in the township. Ms. Edmonds asked what the water uses are. Mr. Harrigan responded an average user uses twelve units in both the City and the township. Ms. Edmonds asked what would happen if city residents and Eastern Michigan University increased its conservation. Mr. Harrigan responded the rates would increase to pay for the cost of infrastructure. Ms. Edmonds asked how rates are structured in communities that encourage conservation. Mr. Harrigan responded rates would still increase, because it still cost the same to maintain the infrastructure. Ms. Edmonds responded unless YCUA invested in conservation methods which could create massive cost cuts that could be passed onto residents. Mr. Harrigan responded one way YCUA has been able to keep costs down is by reducing the cost of gas and electricity. Ms. Edmonds stated since Ypsilanti is a part of the authority it wants it to be on the leading edge of conservation efforts.

Mayor Edmonds asked what would happen if the Council was to not approve this ordinance. Mr. Harrigan responded if YCUA does not reach certain parameters the bonds become callable. Ms. Edmonds asked if Council even has a real choice in other wards. Mr. Bodary responded Council has a choice but if not approved it would put the City and the authority into a tight spot because both could be called in by the creditors.

Council Member Murdock stated there have been a few times rates were negotiated to decrease. He said the City issued the revenue bonds which were setup to have payments come out of the rates. If YCUA does not have the money from the rates they will not transfer the money to make payments on the bonds. Mayor Edmonds stated Council votes on this every year without a real choice to make. Mr. Bodary stated this is the second lowest increase since he has been on the board.

On a roll call, the vote to approve Resolution No. 2017-180 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	No
Council Member Richardson	Absent	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES:	5	NO:	1 (Edmonds)	ABSENT:	1 (Richardson)	VOTE:	Carried
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2. An ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances, City of Ypsilanti, to increase sewage disposal service rates.
 - A. Resolution No. 2017-182, determination

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT an Ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to increase sewage disposal service rates by 4% within the City of Ypsilanti be approved on First Reading.

OFFERED BY: Council Member Vogt
SECONDED BY: Mayor Pro-Tem Brown

B. Open public hearing

1. Sandy Ellinger, 915 Pleasant Drive, asked if there is money in the General Fund now that the Water Street Millage passed, to assist in payment of the charges YCUA is imposing.

C. Resolution No. 2017-183, close public hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT a public hearing on an Ordinance to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances to increase sewage disposal service rates by 4% within the City of Ypsilanti be officially closed.

OFFERED BY: Council Member Vogt
SECONDED BY: Mayor Pro-Tem Brown

On a voice vote, the motion carried, and the public hearing was closed.

Council Member Bashert stated there is nothing available in the General Fund to assist in making payment to YCUA. Council Member Murdock added the City pays the same rates to YCUA as its residents. Mayor Edmonds added the Water Street Debt Millage is earmarked to pay for only that debt and will not be collected until 2018.

Council Member Murdock stated the sewer rates have to be uniform between the City and township. Mr. Harrigan responded in the affirmative.

Council Member Vogt moved a friendly amendment, seconded by Mayor Pro-Tem Brown to amend the resolution to read 4% rather than 5%.

On a roll call, the vote to approve Resolution No. 2017-182 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	No	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

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

Ordinance No. 1290

3. An Ordinance to amend Chapter 106, Article V, Section 106-499 of the Code of Ordinances to decrease the restricted debt retirement and capital improvement fund surcharge on water and sewer service bills.

A. Resolution No. 2017-184, determination

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT an Ordinance to amend Chapter 106, Article V, Section 106-499 to decrease the restricted debt retirement and capital improvement fund surcharge on water and sewer service bills be approved on First Reading.

OFFERED BY: Council Member Robb

SECONDED BY: Council Member Vogt

B. Open public hearing

None

C. Resolution No. 2017-185, close public hearing

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT a public hearing on an Ordinance to amend Chapter 106, Article V, Section 106-499 to decrease the restricted debt retirement and capital improvement fund surcharge on water and sewer service bills be officially closed.

OFFERED BY: Council Member Robb

SECONDED BY: Council Member Vogt

On a voice vote, the motion carried, and the public hearing was closed.

Mayor Edmonds asked when the debt will be retired and what the rates will be at that point. Mr. Harrigan responded because the debt will not be retired for four to six years he cannot provide estimates of those rates, but the surcharge will dramatically decrease.

Council Member Murdock stated every time YCUA requests ordinance amendments Council asks for a restructuring of the rates that incentives conservation. He has seen prototypes of a new formula and it seems it could be very positive for the City possible funneling the surcharge in the current rate. Mayor Edmonds asked what the timeline is for the new structure. Mr. Bodary responded hopefully by this fall.

Mayor Edmonds asked the impact of infrastructure investments on the sewer system. Mr. Bodary responded the sewage is treated at the plant, and subject to MDEQ. After it is treated it is disposed of into the Rouge River which flows into the Detroit River. Mr. Harrigan added the system has helped to improve the environmental quality of the Rouge River. Council Member Murdock interjected the question is more regarding storm water. Mr. Bodary responded some of the contract communities had more sewage coming in the water being purchased. Meters were put on the sewage output to charge for what was being produced. Ms. Edmonds asked how YCUA is working with the county to address conservation efforts. Mr. Harrigan responded those questions would be best addressed by the Director.

Council Member Richardson asked how much the surcharge will be reduced. Mr. Harrigan responded it is reduced by 1%. Ms. Richardson asked what the decrease would equal in dollars. Mr. Harrigan responded for an average user around \$120, or \$1.20 per billing period. Ms. Richardson asked how much the rate increases will amount in dollars. Mr. Harrigan responded \$3.20 and 4% for sewer.

On a roll call, the vote to approve Resolution No. 2017-184 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

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

X. CONSENT AGENDA –

Resolution No. 2017-186

1. Resolution No. 2017 -187, approving the minutes of July 18 and August 1, 2017.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of July 18th and August 1st, 2017 be approved.

OFFERED BY: Council Member Richardson

SECONDED BY: Mayor Pro-Tem Brown

On a roll call, the vote to approve Resolution No. 2017-187 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

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

2. ~~Resolution No. 2017-188, approving appointment(s) to Boards and Commissions.~~ **(moved and heard during Section XI, Resolutions/Motions/Discussions.)**
3. ~~Resolution No. 2017-189, approving Precinct 3-3 polling location change.~~ **(moved and heard during Section XI, Resolutions/Motions/Discussions.)**

XI. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2017-190, approving traffic control order(s).

RESOLVED BY THE CITY COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City Council of Ypsilanti passed an ordinance for the regulated use of certain roads by trucks in the city, and

WHEREAS, in order to enforce the ordinance there must be proper signage and approval of the Traffic Control Orders for those signs by the City Council

THEREFORE BE IT RESOLVED, that the City Council approves Traffic Control Order 2017-09.

OFFERED BY: Council Member Murdock

SECONDED BY: Mayor Pro-Tem Brown

On a roll call, the vote to approve Resolution No. 2017-190 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

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

2. Resolution No. 2017-191, approving the authorization to redeem City of Ypsilanti General Obligation Capital Improvement Refunding Bonds, Series 2006 (Taxable) dated June 8, 2002 (\$200,000).

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, during the May 16, 2017 budget presentation, John Kaczor of Municipal Analytics recommended to pay off remaining principal balance of \$220,000 of the un-refunded portion of the 2006 Series of Water Street debt, saving \$117,000 interest over 14 years; and

WHEREAS, on July 14, 2017, Southeast Michigan Council of Governments (SEMCOG) also recommended Paying off the Water Street debt; and

WHEREAS, staff made some inquiry with the Bank of New York Mellon (BNY), Paying Agent as to what would be the timing for paying off the debt to avoid the next interest payment, and what action would be needed by the City Council; and

WHEREAS, BNY said if the resolution is approved on August 15, 2017 and the documents (Redemption letter, Facsimile/E-mail instruction letter, and the Incumbency Certificate) will be send on August 16, 2017, the redemption date is scheduled on September 18, 2017; and

WHEREAS, with the passing of Water Street Debt Millage, for FY 2017-18 the City will commit \$376,000 only instead of \$1,800,000 for the series 2016 B LTGO Refunding Bonds, making the unassigned fund balance 23.50% of General Fund Expenditure, 13.50 % more than what the required unassigned fund balance of 10%; and

NOW, THEREFORE, BE IT RESOLVED that the City Council Approve to redeem the outstanding amount of \$220,000 and accrued interest through September 18, 2017 of the City of Ypsilanti General Obligation Capital Improvement Refunding Bonds, Series 2006 (Taxable) dated June 8, 2006.

OFFERED BY: Council Member Murdock
SECONDED BY: Council Member Bashert

Fiscal Service Director Marilou Uy stated paying off the debt will save more than half of the principal.

Council Member Murdock asked if the request is to adjust the fund balance designations for 2017-2018 needs to be done now, or later in the year. Ms. Uy responded it would be completed during the next audit. Mr. Murdock stated this is the last piece in the debt puzzle, and this Council and this staff and past Councils and past staff laid out several years ago a plan to solve this problem. Many cuts needed to be made but the City has finally gotten control of the debt, but there is still a long way to go.

On a roll call, the vote to approve Resolution No. 2017-191 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

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

3. Resolution No. 2017 - 188, approving appointment(s) to Boards and Commissions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

<u>NAME</u>	<u>BOARD</u>	<u>TERM</u> <u>EXPIRATION</u>
Kyle Hunter (new appt.) 109 Ferris, #4 Ypsilanti, MI 48197	Human Relations Commission (changed from Parks and Rec)	8/15/2020
Willow Carter (youth member appt.) 410 Maple Street Ypsilanti, MI 48198	Human Relations Commission	8/15/2018

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

Mayor Edmonds stated during the last Council meeting Kyle Hunter was nominated for the Parks and Recreation Commission. Since that meeting she had discussed with him about becoming a Human Relations Commissioner.

Council Member Bashert asked how many vacancies are on the Human Relations Commission. Mayor Edmonds responded there are two seats available, one of which she would like to fill with a member of the Latino immigrant community.

On a roll call, the vote to approve Resolution No. 2017-188 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	Yes
Council Member Richardson	Yes	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

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

4. Resolution No. 2017-189, approving Precinct 3-3 polling location change.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Emmanuel Lutheran Church, the current polling location for precinct 3-3, no longer wishes to act as a polling location; and

WHEREAS, the City of Ypsilanti has a long standing relationship with Ypsilanti Community Schools and uses several school facilities as polling locations; and

WHEREAS, Ypsilanti International Elementary School currently acts as a polling location for precinct 3-2 and has ample parking and space to service a second precinct; and

WHEREAS, the City Clerk is recommending the removal of 3-3, from Emmanuel Lutheran Church (201 N. River) to Ypsilanti International Elementary School (503 Oak).

NOW THEREFORE BE IT RESOLVED THAT the Council of the City of Ypsilanti approves the relocation of precinct 3-3 effective November 7th, 2017 and for all future elections.

OFFERED BY: Council Member Richardson

SECONDED BY: Council Member Bashert

Council Member Murdock stated his concern with relocated precinct 3-3 to Ypsilanti International Elementary School is before the Freighthouse closed that precinct was located there. Combining Precinct 3-2 and Precinct 3-3 at Ypsilanti International Elementary School would place the two highest turnout precinct at the same location. Mayor Edmonds asked why it would not be easy to accommodate both precincts. Mr. Murdock responded there is not enough space. City Clerk McMullan responded the Freighthouse does not have enough parking to house a precinct. Mr. Murdock responded the majority of voters in precinct 3-3 walk to the polls. Ms. McMullan responded she spoke with the Planning Department about the uses of the Freighthouse. Their concern was parking, and voters would need to use the spaces currently used by the businesses. Also, the condition of the Freighthouse floor would need to have work done for safety reasons. Ypsilanti International Elementary School's gym has ample space to use in the gym for two precincts. Ms. Edmonds stated the Depot Town lot fills during the day and Tuesday's is a busy day with Bike Night.

Council Member Robb stated this is counter to what was done with Precinct 2-4 and Precinct 3-1, which moved the location closer to voters. This location is as far away for Precinct 3-3 as it can get and runs counter to the idea of moving polling locations closer to voters. Mr. Murdock stated Election Day should be a holiday and those businesses should be closed so people can vote. Mr. Robb stated the Freight House is centrally located in Precinct 3-3, and it is ridiculous that people going to vote would hurt Depot Town businesses. Mayor Edmonds responded the issue would be available parking, and she is not worried about hurting businesses. Mr. Robb stated there is four times as much parking in Depot Town than at Emmanuel Lutheran Church. Ms. McMullan stated the parking at the church was specifically reserved for voters. She added the lot could not be monitored to ensure that certain spots were only for voters. Mr. Murdock stated normally the lot would need to be reserved only two days every two years. Council Member Bashert

stated parking would be unenforceable and would create more work to complete the same job. Mr. Robb stated the same argument can be made for making people cross Prospect in order to vote.

Council Member Richardson asked Ward 3 Council Members if they had other suggestions for polling locations other than the Freighthouse.

Mayor Edmonds stated it makes sense to move to a location that houses another precinct because staff has to go to fewer places to solve problems. Council Member Robb responded more work was created when Precinct 3-1 was moved out of the church.

Council Member Murdock moved, seconded by Council Member Robb to change the polling location the Freighthouse.

On a roll call, the vote to amend Resolution No. 2017-189 was as follows:

Mayor Pro-Tem Brown	No	Council Member Robb	Yes
Council Member Murdock	Yes	Mayor Edmonds	No
Council Member Richardson	Yes	Council Member Vogt	No
Council Member Bashert	No		

VOTE:

YES: 3 NO: 4 ABSENT: 0 VOTE: Failed

Council Member Richardson stated she voted yes because the Council Members representing that ward should know their constituents best. If they feel the Freighthouse works she supports that. Mayor Edmonds disagreed.

On a roll call, the vote to approve Resolution No. 2017-189 was as follows:

Mayor Pro-Tem Brown	Yes	Council Member Robb	No
Council Member Murdock	No	Mayor Edmonds	Yes
Council Member Richardson	No	Council Member Vogt	Yes
Council Member Bashert	Yes		

VOTE:

YES: 4 NO: 3 (Murdock, Robb, Richardson) ABSENT: 0 VOTE: Carried

XII. LIASON REPORTS –

- A. SEMCOG Update – Council Member Richardson stated the Executive Committee will be meeting next Thursday, August 24th. It will include a bus tour that will go to three different locations in the area of SEMCOG.
- B. Washtenaw Area Transportation Study – Meeting is tomorrow, August 16th.
- C. Urban County - None
- D. Ypsilanti Downtown Development Authority – Meeting is Thursday, August 17th.
- E. Eastern Washtenaw Safety Alliance – Meeting in September.
- F. Police-Community Relations/Black Lives Matter Joint Task Force – Mayor Pro-Tem Brown stated she and Council Member Murdock have been working on developing something for the work session on August 22nd.
- G. Friends of Rutherford Pool – Mayor Pro-Tem Brown stated the triathlon was on Saturday and went very well and raised over \$1,500.
- H. Housing Equity Leadership Team – Last meeting was canceled
- I. Economic Development Coordinating Committee - None

XIII. COUNCIL PROPOSED BUSINESS –

Murdock

- Asked the status of installing the truck route signs.

Chief DeGiusti responded he isn't sure if they have been installed. Council Member Murdock stated there have been issues because of DTE closing down Forest and Huron. He said the trucks from R&L are still traveling on Prospect. Mayor Edmonds asked to follow up with DPS to see when those signs will be installed.

Bashert

- Stated there was issues with the Sustainability Commission location space for the last meeting. She asked that these issues be avoided in the future. She asked that they have name placards and printed agendas for the meetings.

- Stated the DDA officer was removed from the budget.

Council Member Murdock stated that was not removed from the budget. Council Member Robb stated there was no amendment removing that officer. Council Member Bashert stated there is not a DDA officer. Mr. Robb stated if that officer is not being provided the City Manager needs to explain why.

Vogt

- Asked about the hidden driver way sign that was removed on Hewitt.

Robb

- Asked about the evaluations of the City Manager and City Clerk.

Richardson

- There is a home on Second Ave. that is in violations of several ordinances and it creating a vermin problem. It has become a serious problem, and the owner has been cited several times. She asked what can be done to solve this problem.

XIV. COMMUNICATIONS FROM THE MAYOR –

Nomination

Human Relations Commission *(added)*

Kyle Hunter (new appt.)

109 Ferris, #4

Ypsilanti, MI 48197

- Asked that a proclamation be completed for The Citizens for Ypsi in recognition of their work on the passage of the millage.
- Asked for a database completed in order for Council Members to keep track of upcoming agenda items.
- Stated she would like to strategize how to get public input of how to allocate funding in the future.

- Provided Council will the packets for the evaluations of the City Clerk and City Manager.

Ms. McMullan asked if the City Manager had approved the tool, and explained his contract requires that he does. Mayor Edmonds responded he has not, and said the timeline might need to be adjusted.

- She is working with a teen group who have been working with teen refugees. They live in Ypsilanti and Ann Arbor and are mostly from Syria.
- Stated there is an issue with overflowing dumpsters.

XV. COMMUNICATIONS FROM THE CITY MANAGER –

- Written report was submitted to Council.
- Goal status and progress reports are included in the packet.
- Apologized for the confusion of the Sustainability Commission and SPARK East Manager had to leave early and did not inform staff. She said the meetings will always be at City Hall unless the meeting falls before an election. She said the City Manager is the staff liaison and she will work with him to formulate agendas.
- The procurement policy should be before Council soon.
- YPD is working on the completion of a Bench Warrant report.
- The 220 North Park purchase agreement should be on the next agenda.

XVI. COMMUNICATIONS –

Goals Status Report and Performance Measures
Unaudited Revenue and Expense Summary (as of June 30, 2017)
Revenue and Expense Summary (as of July, 2017)

XVII. AUDIENCE PARTICIPATION –

None

XVIII. REMARKS FROM THE MAYOR –

None

XIX. ADJOURNMENT –

Resolution No. 2017 -192, adjourning the City Council meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

OFFERED BY: Mayor Pro-Tem Brown

SECONDED BY: Council Member Vogt

On a voice vote, the motion carried, and the meeting adjourned at 9:57 p.m.



REQUEST FOR LEGISLATION
September 5, 2017

To: Mayor and Council

From: Beth Ernat, Director of Community and Economic Development

Subject: Support for Medical Marijuana Dispensaries

SUMMARY & BACKGROUND: The new Medical Marihuana Licensing Board has been meeting to promulgate the rules for the new state statute. At a recent meeting it was suggested that all medical marijuana dispensaries would need to cease operations in the near future in order to be able to apply for a dispensary license in the future from the State.

The Medical Marihuana Licensing Board has requested information from LARA (Licensing and Regulatory Affairs) to consider requiring the shutdown of all dispensaries. The next meeting for consideration is as early as September 15th.

In meeting with all of our currently licensed dispensaries, each facility intends to reapply to the City and the State under the new system. Also, most owners expressed sincere concern for their patients if they are required to shut down for any period of time.

RECOMMENDED ACTION: Approval of Resolution supporting Medical Marijuana dispensaries to continue operations

ATTACHMENTS: Resolution

CITY MANAGER APPROVAL: _____

COUNCIL AGENDA DATE: 9/5/17

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the Medical Marihuana Licensing Board is considering action that would close existing dispensaries; and

WHEREAS, the City of Ypsilanti has seven (7) dispensaries serving medical marihuana patients; and

WHEREAS, all City dispensaries have indicated their desire to continue providing service under new regulations in December, 2017; and

WHEREAS, the closing of these dispensaries would have an adverse effect on medical marihuana patients, possibly forcing them to the black market; and

WHEREAS, the closing of these dispensaries in the City of Ypsilanti would present an orderly transition to the new regulations.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council opposes action from the Medical Marihuana Licensing Board that would shut down dispensaries before the new system goes in to effect; and

FURTHER RESOLVED that a process for the orderly transition to the new regulations be established that does not require gaps in service provisions.

FURTHER RESOLVED that this resolution be sent to members of the Medical Marijuana Licensing Board (Rick Johnson - Chair, Nichole Cover, David LaMontaine, Donald Bailey, Vivian Pickard), Andrew Brisbo, Director of the Bureau of Medical Marijuana Regulation, Governor Rick Snyder, Representatives Ronnie Peterson, Adam Zemke, Yousef Rabhi, Senator Rebecca Warren and Kirk Profit.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



REQUEST FOR LEGISLATION
September 5, 2017

To: Mayor and Council

From: Stan Kirton, Public Services Director

Subject: Contract with Orchard, Hiltz & McCliment, Inc. for the Construction Engineering Services for the 2017 Major Road Resurfacing Program

SUMMARY & BACKGROUND:

Federal Surface Transportation Program - Urban funding has been programmed in the Washtenaw County Transportation Improvement Program for the 2017 Major Street Resurfacing Program

OHM has submitted a proposal for construction engineering services at a not to exceed cost of \$88,300. The cost for these services is based on hourly costs for the construction services and \$19,500 for geotechnical and materials testing. Construction engineering costs will be expended from account #202-7-9060-975-02.

Attachments: OHM Proposal for Construction Engineering Services

Recommended Action: Approval

Date Received: August 16, 2016 Agenda Item No.: 2017-205

City Manager Comments: _____

For Agenda of September 5, 2017 Finance Director Approval _____

Council Action Taken: _____



Resolution No. 2017 - 205
September 5, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Federal Surface Transportation Program - Urban funding has been programmed in the Washtenaw County Transportation Improvement Program for the 2017 Major Street Resurfacing Program; and

WHEREAS, Orchard, Hiltz and McCliment has provided an exemplary level of service to the City of Ypsilanti on similar street improvement projects, and posses a depth of experience with the infrastructure in the project area; and

WHEREAS, it is necessary to secure construction engineering services to expedite this project for the 2017 construction season;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the construction engineering services proposal with Orchard, Hiltz & McCliment, Inc., 34000 Plymouth Road, Livonia, MI at a not to exceed cost of \$88,300, and that the construction engineering costs be expended from account #202-7-975-9060-975-02.

BE IT FURTHER RESOLVED THAT the City Manager and City Clerk are authorized to sign this contract, subject to review and approval by the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

August 22, 2017

City of Ypsilanti
One South Huron St.
Ypsilanti, Michigan 48197

Attention: Mr. Stan Kirton
Department of Public Works Director

Regarding: **2017 Major Road Program**
City of Ypsilanti
Construction Phase Services

Dear Mr. Kirton:

Orchard, Hiltz & McClimment, Inc. (OHM) is pleased to submit this proposal for engineering services for the 2017 Road Repair Program in the City of Ypsilanti.

PROJECT UNDERSTANDING

The City of Ypsilanti has secured Federal Aid assistance to resurface the following streets within the City:
Hamilton Street between Washtenaw Avenue and Cross Street
Summit Street between Michigan Avenue and Washtenaw Avenue
Congress Street between Elm Street and Michigan Avenue / Ballard Street
Michigan Avenue @ Congress Street and Ballard Street

The work will consist of repairing damaged curb, installation of curb bump-outs at strategic locations to separate parking lanes from travel lanes and provide improved pedestrian routes, milling the existing asphalt pavement, and resurfacing with new asphalt.

SCOPE OF CONSTRUCTION SERVICES

Contract Administration Services shall consist of the preparation of bi-weekly pay estimates based on quantities provided with the inspector daily reports to meet MDOT deadlines for payment purposes. MDOT's Field Manager software shall be used to track pay estimates and project pay quantities, materials used and testing results. Information tracked will be used in the resolution of claims and/or contract document interpretation along with reviews of project schedules to monitor compliance with deadlines. These services shall also include project closeout, consisting of final pay estimate preparation, obtaining closeout documents required from the contractor and a balancing change order reflecting all increases, decreases, credits and/or extras to the contract. The specific tasks included in construction administration include:

- a. Perform as the Project Engineer for the Project consistent with the FHWA requirements and in accordance with the Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and other applicable references, guidelines, and/or procedures manuals.

- b. Provide an experienced certified office technician knowledgeable about all aspects of the Field Manager system, and procedures regarding project record documentation. Provide administrative support. Provide all computer equipment necessary to run Field Manager system. MDOT filing nomenclature and hierarchy must be followed.
- c. Arrange and conduct a preconstruction meeting and progress meetings required to carry out the Services required by the CITY. Prepare and distribute minutes of all meetings.
- d. Provide appropriate coordination with affected local, state, and/or federal agencies, other OHMs, Contractors, the public, utilities, local police, fire, and emergency services, and the Public School system(s), which may be affected by the Project.
- e. Notify the CITY immediately of any unanticipated Project conditions and any changes, extras, or adjustments to the contract before processing a Work Order and/or Recommendation.
- f. Resolve any problems, issues, discrepancies, or other items brought to our attention by the Contractor. Provide written documentation of the resolution of such issues. Keep the CITY informed of all such issues.
- g. Represent the CITY as the Project Engineer on all claims for extra compensation and denied extensions of time requests filed on behalf of the Construction Contractor and/or Subcontractor on the Project against the CITY. OHM, in accordance with Section 104.10 of the 2012 Standard Specification, shall represent these claims for Construction and follow MDOT'S Written Claim Procedures in affect at the time the Construction Contractor files the claim.

Survey Layout and Observation Services during the construction phase shall consist of the required staking for line and elevation of specific contract items such as pavement replacement, curb and gutter replacement and storm sewer construction. Staking will be at a minimum of 50-foot intervals and includes the top of curb or edge of pavement grade only. Offsets will be discussed with the contractor. Observation Services shall consist of full time inspection of the work progress by the contractor(s) on days when work is performed. Daily field reports (IDR's) will be prepared documenting pay item quantities and the general work progress for the day. OHM will answer residents' questions and attempt to resolve complaints on a daily basis, which may arise during the course of construction. OHM will also interact with the contractor's supervisory personnel to notify them when work is unacceptable and in need of correction, or removal and replacement of specific work elements if the situation warrants. The specific tasks included in the survey layout and inspection include:

- a. Provide staking for line and grade of curb installation, sidewalk and sidewalk ramp installation, and paving.
- b. Perform as the Inspector for the Project consistent with the CITY/MDOT'S practice and in accordance with the Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and any and all other applicable references, guidelines, and/or procedures manuals. OHM will assign a sufficient number of qualified and experienced technicians to this Project to perform the Services in a quality manner. Personnel performing inspection and testing on bituminous, Portland cement, aggregate or for density will have the appropriate certification level for the inspection and testing that is being performed.
- c. Keep daily diaries, sketches, logs, and records consistent with CITY/MDOT practices as may be needed to record the Contractor's progress. Notify the Project Manager of any anticipated

Contractor's requests for extensions of time. Notify the Project Manager upon receipt of any Contractor's requests for extensions of time.

- d. Provide inspection of all Contractor field construction work, provide quality control, and confirm substantial conformance with the Specifications, Plans, and Proposal. Arrange for non-compliance work to be made whole by the Contractor or to find the non-compliance work acceptable to the CITY.
- e. Complete a final inspection of all work included in the Project, or such portions thereof eligible for acceptance, after notification by the Contractor that the work is completed or after the OHM'S records show the work is completed. The final inspection shall include notifying the Contractor in writing of particular defects to be remedied if work is not acceptable to the OHM.
- f. Ascertain that each and every part of the Project has been performed in accordance with the plans and specifications, or such modifications thereof as may have been approved, and accept the Project. Invite the CITY and appropriate MDOT personnel, as directed by current MDOT policy, to participate in the final walk-through.

Construction Engineering Services shall consist of the supervision of the construction inspection staff to provide appropriate project staffing and project documentation. The specific tasks included in the survey layout and inspection include:

- a. Shop drawing review.
- b. Resolution of construction issues/problems which may arise, review and recommendations to the CITY regarding claims from the contractor(s) including preparation of change orders if required, prompt complaint resolution, review of project progress for compliance with approved schedule and recommendations to the CITY for penalties and/or changes in the time of completion of projects.
- c. OHM shall coordinate the efforts of materials testing by others and review materials testing reports to check for compliance with contract documents and make appropriate recommendations (when needed) to the CITY.
- d. OHM shall lead the preconstruction meeting and the bi-weekly progress meetings. OHM will develop and coordinate with the CITY, draft letters to the area businesses and residents at the start of construction and, when needed, send out letters when there are changes in construction sequences or schedule. Letters shall be mailed by the CITY.
- e. Perform Davis Bacon Wage Rate interviews.
- f. Coordination with MDOT as needed to comply with MDOT and Federal aid process.
- g. Provide input and support at the final MDOT audit of the construction file.
- h. Measure and compute quantities, and provide appropriate documentation of all materials incorporated in the work and items of work completed, and maintain an item record account using Field Manager software. Use the most current available version of Field Manager as the primary system for automation of all required office work.
- i. Track insufficient tested materials and notify the Contractor on a bi-weekly basis.

- j. Prepare reports and records as required by the MDOT, such as:
 - i. Inspector's Daily Reports,
 - ii. Work Orders,
 - iii. Construction Item and Tested Material Records using Field Manager,
 - iv. Transfer of Tested Materials,
 - v. Monthly Report on Material Inspection,
 - vi. Moisture and Density Determination Reports (Form 582BM),
 - vii. Inspector's Report of Concrete Placed (Form 1174A-M),
 - viii. NPDES Storm water Operator Reports,
 - ix. Labor Compliance, such as the Weekly Employment and OJT Report (Form 1199),
 - x. Construction Estimate Bi-Weekly Report,
 - xi. Force Accounts,
 - xii. Contract Modifications (Recommendations and Authorizations),
 - xiii. Extension of Time and Liquidated Damages,
 - xiv. Contractor Evaluation (Form 1182),
 - xv. Reduction in Reserve, and
 - xvi. Other records and/or reports as required for the individual Project by the CITY and/or as required by Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and any and all other applicable references, guidelines, and/or procedures manuals.
- k. Review, process, and/or approve construction Contractor submittal of records and reports required by the MDOT as applicable to the Project, which as a minimum include:
 - i. Working Drawings,
 - ii. Weekly Employment Reports and Certified Payrolls,
 - iii. Contractor's claims for additional compensation and extension(s) of time, and
 - iv. Other reports and records as required for the individual Project by the CITY.
- l. Field measure applicable items of work. Prepare final summaries for applicable items of work.
- m. Participate in and resolve items determined to be insufficient during MDOTS review(s) of project records and/or during the Project Engineer Certification Process prior to submitting the Final Estimate. Within 45 calendar days of the actual project completion date, the project records shall be ready for the Final Records Review.
- n. Prepare and submit the Final Estimate, Final Quantity Sheets, Final Marked As-Constructed Plans, and the Design/Construction Package Evaluation (Form 285-2). The Final Estimate Package shall be submitted to the CITY within 30 days of the Final Records Review.

Geotechnical and Materials Testing is included and will be performed by G2 Consulting. Material testing will include testing of materials in accordance with MDOT requirements.

FEE SCHEDULE

OHM proposes to provide the above outlined professional services on an Hourly - not to exceed basis.

Construction Services -	\$69,300
<u>Geotechnical and Materials Testing-</u>	<u>\$19,500</u>
TOTAL	\$88,800 (Hourly – Not to Exceed)

This is an hourly estimate (not to exceed if there are no scope changes). OHM will invoice the City once a month for the hourly – not to exceed amount in accordance with the continuing services agreement between OHM and the City of Ypsilanti.

ADDITIONAL SERVICES

OHM will be pleased to provide not specifically described in the scope of work on a time and material basis. A separate proposal would be provided for such services.

We thank you for this opportunity to provide professional engineering services. Should there be any questions, please contact us.

Sincerely,

OHM Advisors

A black rectangular redaction box covering a signature. A horizontal line extends from the right side of the box.



Resolution No. 2017-206
September 5, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



ACTION MINUTES

CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, SEPTEMBER 5, 2017
7:00 p.m.

I. CALL TO ORDER –

The meeting was called to order at 7:02 p.m.

II. ROLL CALL –

Council Member Bashert	Present	Council Member Robb	Present
Mayor Pro-Tem Brown	Present	Council Member Vogt	Present
Council Member Murdock	Present	Mayor Edmonds	Present
Council Member Richardson	Present (7:30)		

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

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

V. AGENDA APPROVAL –

The agenda was approved as amended

Changes:

Add: Resolution No. 2017-204, request by the Human Relations Commission that hold a public meeting specific to the International Village Development.

Move: Consent Agenda after Agenda Approval.

VI. CONSENT AGENDA –

Resolution No. 2017-197

1. Resolution No. 2017-198, approving Ordinance No. 1288 to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates within the City of Ypsilanti. ***(Second Reading)***

Offered By: Council Member Vogt; Seconded By: Mayor Pro-Tem Brown

Approved: Yes – 6; No – 0; Absent – 1 (Richardson)

2. Resolution No. 2017-199, approving Ordinance No. 1289 to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances, City of Ypsilanti, to increase sewage disposal service rates. ***(Second Reading)***

Offered By: Council Member Vogt; Seconded By: Mayor Pro-Tem Brown

Approved: Yes – 6; No – 0; Absent – 1 (Richardson)

3. Resolution No. 2017-200, approving Ordinance No. 1290 to amend Chapter 106, Article V, Section 106-499 of the Code of Ordinances to decrease the restricted debt retirement and capital improvement fund surcharge on water and sewer service bills. ***(Second Reading)***
Offered By: Council Member Vogt; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 6; No – 0; Absent – 1 (Richardson)
4. Resolution No. 2017-201, approving voting delegate and alternate to the MERS Annual Meeting.
Offered By: Council Member Vogt; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 6; No – 0; Absent – 1 (Richardson)
5. Resolution No. 2017-202, approving minutes of August 15, 2017.
Offered By: Council Member Vogt; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 6; No – 0; Absent – 1 (Richardson)

VII. PRESENTATIONS –

High Scope - Amen Hratchian, Chief Financial Officer

Riverside Park Update – Beth Ernat, Director of Community and Economic Development

VIII. INTRODUCTIONS –

IX. AUDIENCE PARTICIPATION –

X. REMARKS BY THE MAYOR –

XI. PUBLIC HEARING –

220 N. Park Street

- A. Resolution No. 2017-195, approving purchase and sale agreement with Norfolk Group, LLC for the property located at 220 N. Park Street.

Offered By: Mayor Pro-Tem Brown; Seconded By: Council Member Bashert
Postpone until 10/17/17: Yes – 6; No – 1; Absent - 0

- B. Open public hearing

- C. Resolution No. 2017-196, close public hearing

Offered By: Mayor Pro-Tem Brown; Seconded By: Council Member Vogt
Approved: Yes – 7; No – 0; Absent – 0

~~XII. CONSENT AGENDA~~ – Resolution No. 2017-197

- ~~6. Resolution No. 2017-198, approving Ordinance No. 1288 to amend Chapter 106, Article V, Section 106-454(b) of the Code of Ordinances to increase water rates within the City of Ypsilanti. ***(Second Reading)***~~
- ~~7. Resolution No. 2017-199, approving Ordinance No. 1289 to amend Chapter 106, Article V, Section 106-455(a) of the Code of Ordinances, City of Ypsilanti, to increase sewage disposal service rates. ***(Second Reading)***~~
- ~~8. Resolution No. 2017-200, approving Ordinance No. 1290 to amend Chapter 106, Article V, Section 106-499 of the Code of Ordinances to decrease the restricted debt retirement and capital improvement fund surcharge on water and sewer service bills. ***(Second Reading)***~~

~~9. Resolution No. 2017-201, approving voting delegate and alternate to the MERS Annual Meeting.~~

~~10. Resolution No. 2017-202, approving minutes of August 15, 2017.~~

(Moved and heard following Agenda Approval)

XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2017-203, supporting local medical marijuana dispensaries.
Offered By: Council Member Bashert; Seconded By: Council Member Murdock
Approved: Yes – 6; No – 1 (Richardson); Absent – 0
2. Resolution No. 2017-205, approving contract with Orchard, Hiltz & McCliment, Inc. (OHM) for construction engineering services for the 2017 Major Road Resurfacing Program.
Offered By: Council Member Robb; Seconded By: Council Member Vogt
Approved: Yes – 7; No – 0; Absent – 0
3. Resolution No. 2017-204, approving the request of the Human Relations Commission to hold a special meeting specific to the International Village Development. **(Added)**
Offered By: Council Member Murdock; Seconded By: Council Member Richardson
Approved: Yes – 4; No – 3 (Edmonds, Vogt, Bashert); Absent – 0

XIII. LIASON REPORTS –

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Eastern Washtenaw Safety Alliance
- F. Police-Community Relations/Black Lives Matter Joint Task Force
- G. Friends of Rutherford Pool
- H. Housing Equity Leadership Team
- I. Economic Development Coordinating Committee

XIII. COUNCIL PROPOSED BUSINESS –

XIV. COMMUNICATIONS FROM THE MAYOR –

XV. COMMUNICATIONS FROM THE CITY MANAGER –

XVI. COMMUNICATIONS –

XVII. AUDIENCE PARTICIPATION –

XVIII. REMARKS FROM THE MAYOR –

XIX. CLOSED SESSION -

Closed session to discuss Attorney Opinion and Collective Bargaining Strategy

OMA 15.268(h) and 15.268(c)

Offered By: Council Member Richardson; Seconded By: Council Member Murdock

Approved: Yes – 7; No – 0; Absent - 0

XX. ADJOURNMENT –

Resolution No. 2017-206, adjourning the City Council meeting.

The meeting adjourned at 11:55 p.m.