

1. Council Meeting Agenda

Documents:

[REVISED 9-19-17 AGENDA.PDF](#)

2. Council Meeting Packet

Documents:

[SEPTEMBER 19TH COUNCIL PACKET.PDF](#)

3. International Village Presentation

Documents:

[SEPTEMBER 19TH INTERNATIONAL VILLAGE PRESENTATION.PDF](#)

4. Council Action Minutes

Documents:

[ACTION MINUTES 9-19-17.PDF](#)



Revised – 9/18/17

**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, SEPTEMBER 19, 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. INTRODUCTIONS –

VII. AUDIENCE PARTICIPATION –

VIII. REMARKS BY THE MAYOR –

IX. PUBLIC HEARING –

International Village - Water Street

- A. Resolution No. 2017-208, approving purchase agreement.
- B. Open public hearing
- C. Resolution No. 2017-209, close public hearing

X. PRESENTATIONS –

— Discussion of Easement Agreement with Michigan Advocacy Program on 15 N. Washington.

XI. ORDINANCES – FIRST READING –

Ordinance No. 1294

An ordinance to rezone 75 Catherine from Core Neighborhood to Production, Manufacturing & Distribution.

- A. Resolution No. 2017-210, determination
- B. Open public hearing
- C. Resolution No. 2017-211, close public hearing

XII. CONSENT AGENDA –

Resolution No. 2017-212

1. Resolution No. 2017-213, approving minutes of August 22 and September 5, 2017.
2. Resolution No. 2017-214, approving the issuance of a blanket permit for window signs of any size for the month of October for businesses that participate with the Eastern Michigan University's "Follow the Green & White Road" homecoming spirit project.
3. Resolution No. 2017-218, approving an extension of agreement for Subaward of Federal Financial Assistance – Delivery of congregate meal services for the Ypsilanti Senior Center. ***(Added 9/18/17)***

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2017-215, approving creation of an Affordable Housing Task Force
2. Resolution No. 2017-216, approving contract with AKT Peerless to provide a 12 month vapor intrusion assessment of the residential properties located in the Bell/Kramer neighborhood.

XIV. 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 –

Nominations:

Parks and Rec Commission

Amanda Marshall
413 S Hamilton
Ypsilanti, MI 48197

XIX. ADJOURNMENT –

Resolution No. 2017-217, adjourning the City Council meeting.



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Resolution No. 2017-217, adjourning the City Council meeting.



REQUEST FOR LEGISLATION
September 15, 2017

To: Mayor and City Council

From: Beth Ernat, Director of Community and Economic Development

Subject: International Village Advisory, LLC, Purchase Agreement – Water Street

SUMMARY & BACKGROUND: The City of Ypsilanti entered into a Letter of Intent (LOI) with International Village Advisory, LLC, on May 23, 2017, for the development of the entire 36 acre parcel of Water Street with an international village. The LOI created a 120-day due diligence period for the development team. The 120 days expire on September 20, 2017.

The resolution from the May 23rd meeting, "Ypsilanti City Council directs staff and legal council to negotiate in good faith on behalf of the City Council to draft a purchase agreement for the sale of the approximately 36 acres of the Water Street Redevelopment Area (11-11-09-170-031) with International Village Advisory, LLC."

International Village Advisory, LLC is owned and represented by Amy Xue Foster. The development team includes project management consultants, Spence Brothers Construction, and private development consultant, Allen Green. The development team also includes Vanke Co, Ltd., Little Diversified Architectural Consulting, G-2 Engineering, and Tongtian Real Estate.

CONCEPT DESIGN

The proposed design of the project will be presented more completely at the Council meeting by the development team. The preliminary development concept has been submitted in advance to demonstrate the direction of the development. The concept drawing is not to scale and does not represent all the protected areas of the development.



The anticipated project may include phased construction with student housing being prioritized. The total schedule for the project is estimated to be 45 months, with cost estimates for full construction exceeding \$300 million.

The proposed design is a high-quality, sustainable, dense development that will include street-level pedestrian elements, development to enhance natural features of the riverfront, multi-modal transportation, and multiple architectural and landscaping features. As currently designed the property would include a commercial business building around 100,000 square feet and a supermarket along Michigan Avenue. Although both are highly desirable parking is shown along the Michigan Avenue frontage, which would not be acceptable by our zoning standards. The parking would need to be incorporated behind the buildings and not visible from the street.

Additional features include a hotel, parking structure, community center, bus depot, and various apartment structures. The highlight of the layout is the full extension of River Road as a boulevard. This would both create additional blocks within the commercial corridor and solidify a connection between downtown and depot town. This creates an open development concept versus a closed community development. The development concept created the boulevard area as a preserved park/recreation area.

The development team is aware of the border to border trail and the 100 foot recreation easement already recorded on the property. The B2B trail will be a stand-alone trail with preserved public access. Storm water management needs to be addressed.

Multi-modal transportation is a key need and feature of the proposed development. Although a combination of underground parking and possible structure parking has been included to address the residential parking need, the development concept stresses the live-work and transportation orientation with the possibility of a bus depot, bike share opportunities and the 10-mile access to all basic needs of residents.

The proposed purchase price is \$1,000 per acre, based on the developer being responsible for clean-up, remediation, and construction of all infrastructure improvements associated with the project. The EB-5 Investor program requires eligible investments to be used for capital and infrastructure development within the site. Therefore, incentives typically offered and used for development would be replaced with the EB-5 investment.

The design and locations of buildings will determine the cost of remediation required. Staff estimates the environmental remediation for the entire property to be between \$4,000,000 and \$8,000,000. The infrastructure required for a development on the property includes, but is not limited to, complete streets, underground electrical, water, sanitary, storm sewer, cable, and fiber optic.

Master Plan Compliance

Below is the concept design from the City's Shape Ypsi Master Plan:



Chapter 10 of the Shape Ypsi was created from the public input provided by public surveys, public input meetings and design charrettes. The above drawing is based on urban design principals. It is a 20 year vision for the Water Street area. The proposed concept is very similar in design to the publically created design. For additional information please use this link: <http://cityofypsilanti.com/documentcenter/view/609>.

Water Street

The current bond debt owed on the Water Street parcel as of September 15, 2017 is \$9,920,000.00.

The current assessable value on the Water Street parcel as of September 15, 2017 is \$0.

The base value of the Water Street TIF is \$3,120,206.

The current expected remediation costs are between \$4 and \$8 million.

If the property were to be sold in its entirety prior to December 31, 2017, our Assessor would assign a taxable value of \$565,975 or a true cash value of \$1,131,950. (Estimated taxes paid based on 66 mills would be \$37,354). If the property is sold after December 31, 2017, the property would remain at \$0 value until the next tax year December 31, 2018.

The value of the property without development would be \$1,988,256 short of TIF capture. Any development in excess of \$3,000,000 would create capture within the DDA TIF.

This is the taxable value that would be in full force and effect with or without development of the parcel. Any development would increase the taxable value and the true cash value of the property. Estimating approximately \$150,000,000 value of improvements (subtracting the infrastructure investment that would not be taxable and not being able to assess a concept development) it could be reasonably concluded that taxes after completion of Phase I could be a minimum of \$99,000 based solely on investment and no other assessment factors.

All taxes collected from the Water Street development are assigned to annual debt payment until the debt is paid off. As the millage was approved in August, any payment to the debt from the development would reduce the taxpayer millage proportionally.

Project Financing

The primary source of investment for the project is foreign direct investment, the secondary form of investment would be through the EB-5 Regional Center (approximately 40 percent of project). Other forms of investment may include new market tax credits, Michigan Economic Development Corporation programs such as Community Revitalization Program or Business Development program, Transformational Brownfield, traditional domestic loans programs and other programs that may be available. City taxes are not being considered as a form of investment.

EB-5 rules limit EB-5 investment to 40 percent of projects. Based on the current scope of the project and expected pro-forma that would limit the number of investors to not exceed 240. EB-5 investors that meet the qualifications of the program are extended an application to apply for a U.S. visa. EB-5 is not a guaranteed visa and does not create any required involvement in the project being funded.

The EB-5 program has been extended through December 8th.

The project will not move forward with less than \$150 million of guaranteed investment.

The development team is seeking to keep the purchase price low demonstrating the public private partnership in developing a project of this magnitude. As previously discussed, the

development team is seeking the purchase price as an incentive since the development team will not be seeking brownfield TIF reimbursement for removal of contaminated soil.

A purchase agreement will establish International Village's ability to apply through the EB-5 Regional Center prior to the end of the program. If the purchase agreement is approved, the project can continue with formation. If the regional center is not created and escrow is not established, the project will not continue in the process. A purchase agreement would be equated to a land contract with conditions. The purchase agreement provides the development team a certainty that development is possible. The purchase agreement would be entirely contingent upon negotiating and entering into a development agreement.

A development agreement would have to be in place by December 8th or the project would not move forward. The EB-5 portion of the development would have to be completed within 25 months of approval or the escrow would be in jeopardy.

Development Requirements:

Development Process for Water Street:

1. City accepts Letter of Intent from Developer
2. Due Diligence period
3. Purchase Agreement is created (Purchase Agreement is a contract creating a negotiation period to create a development agreement)
4. Public Hearing for Purchase Agreement
5. Development Agreement created (A development agreement is a voluntary contract between a local jurisdiction and a person who owns or controls property within the jurisdiction, detailing the obligations of both parties and specifying the standards and conditions that will govern **development** of the property.)
6. Public Hearing for Development Agreement
7. Planned Unit Development or Site Plan Process includes public meetings of Planning Commission, Zone Board of Appeals (if necessary), and Historic District Commission
8. Approval of Development by City Council at Public meeting

Only the Northwest corner of the Water Street parcel is located in the Historic District. Staff is researching how that will work with the development of the entire property. More information will be provided as it is determined.

Purchase Agreement Contingencies

- The sale price is \$1,000 per acre. The actual saleable acreage is approximately 30 acres due to the recreation easement that was recorded on the property of 100 feet from the center line of the Huron River.
- An escrow deposit in the amount of \$5,000 per month will be required. If the City terminates the contract, the escrow is refunded. If the developer terminates the contract the City keeps the escrow for time expended. If the property proceeds to closing the escrow is applied to the purchase.
- The contingency period extends to December 31, 2017. This is the time period in which a development agreement would be created and executed and/or either party is able to withdraw from the purchase agreement.
- An early provision that would ensure taxable value of no less than \$150,000,000 within three years or a financial penalty would be imposed.
- Consideration that the purchase price is contingent on no tax incremental financing reimbursement being sought by the developer.

- Consideration that alternative or green energy requirements will be negotiated in a development agreement.
- Consideration that sustainability, local job creation, and local benefits will be negotiated in a development agreement.

RECOMMENDED ACTION: Staff recommends approval of a resolution directing the Mayor and Clerk enter into a purchase agreement with the International Village Advisory, LLC for the purchase and development of the Water Street parcel with an international village.

If directed to negotiate, the development agreement would require approval by City Council, any development would follow normal development process of review and approval of engineering, planning, site plan, and building.

ATTACHMENTS: Proposed purchase agreement and exhibits.

CITY MANAGER APPROVAL: _____

COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2017 - 208
September 19, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti entered into a letter of intent from International Village Advisory, LLC for the purchase and development of the remaining 36 acres of Water Street on May 23, 2017; and

WHEREAS, the letter of intent specified creation of a purchase agreement within 120 days of the presentation of the letter of intent; and

WHEREAS, the International Village Advisory, LLC, intends to redevelop the Water Street Redevelopment area with a multi-use development that will enhance the street-level pedestrian experience, enhance the adjacent natural and recreational features of the property, include multi-modal transportation options, and visually interesting architectural and landscaping elements; and

WHEREAS, the City Council of the City of Ypsilanti has the authority to enter into a purchase agreement for the sale of the Water Street Redevelopment area (11-11-09-170-031) and may impose conditions within said purchase agreement; and

WHEREAS, the purchase agreement limits the time to create a development agreement and sets forward conditions and requirements of the project; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council directs the Mayor and City Clerk to enter into a purchase agreement for the sale of the approximately 36 acres of the Water Street Redevelopment Area (11-11-09-170-031) with International Village Advisory, LLC.

FURTHER BE IT RESOLVED THAT the Ypsilanti City Council directs the City Attorney and City staff to negotiate in good faith a development agreement for the development of the Water Street Redevelopment Area with an international village.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made as of September 21, 2017 by and between International Village, LLC, a Michigan limited liability company of 101 W Big Beaver Road, Ste 1400, Troy, MI 48084, as purchaser (“Purchaser”) and the City of Ypsilanti, a Michigan home rule city of One S. Huron Street, Ypsilanti, MI 48197, as seller (“Seller”).

In consideration of the mutual covenants and agreements herein contained and of the benefits to be derived herefrom, the receipt and adequacy of which are hereby mutually acknowledged, Purchaser and Seller agree as follows:

1. PROPERTY

For the purposes of this Agreement, the term “Property” shall mean the real property described in Exhibit A attached hereto and incorporated herein consisting of approximately 30.87 acres of land located in what is commonly known as the Water Street Redevelopment Area, Ypsilanti, Michigan.

2. SALE AND CONVEYANCE

On the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell and convey to Purchaser by covenant deed, substantially similar to the attached Exhibit B, and Purchaser agrees to buy from Seller, the Property, for the Purchase Price, subject to the Permitted Exceptions.

3. PURCHASE PRICE

The purchase price for the Property shall be One Thousand and 00/100 (\$ 1,000.00) US Dollar per acre (the “Purchase Price”). The Purchase Price shall be payable in full at Closing as hereinafter defined, by cashier’s check, certified check or wire transfer.

4. DEPOSIT

Within ten (10) days of the full execution of this Agreement by Seller and Purchaser, Purchaser shall deliver to the Title Company the sum of Five Thousand and 00/100 (\$ 5,000.00) US Dollars and an additional Five Thousand and 00/100 (\$ 5,000.00) US Dollars every thirty (30) days during the Contingency Period, as defined below, representing the earnest money deposit hereunder (the “Deposit”). The Deposit shall be payable by cashier’s check, certified check or wire transfer and refunded to Purchaser, retained by Seller, or applied to the Purchase Price at Closing, all as provided herein.

5. EVIDENCE OF TITLE

A. As evidence of title to the Property, Seller shall furnish, at Purchaser’s expense, or caused to be furnished to Purchaser, on or before December 1, 2017 unless this Agreement has been terminated before then, a commitment for an owner’s policy of title insurance, without standard exceptions, issued by the Title Company in the amount of the Purchase Price, dated on or after the date of this Agreement (the “Title Commitment”) undertaking to insure title to the Property in Purchaser as required by this Agreement.

B. If the Title Commitment shall show any lien, encumbrance, mortgage, easement, interest, restriction, exception or other matter which Purchaser shall object to (individually, an “Objection” and collectively, the “Objections”), Purchaser shall notify Seller thereof in writing within ten (10) days of the date on which Purchaser received the Title Commitment. Thereafter, Seller shall have ten (10) days from the date of such notice to elect to remedy each Objection to the satisfaction of Purchaser. The Objections shown on the Title Commitment which are so remedied by Seller or to which Purchaser otherwise consents, are referred to in this Agreement as “Permitted Exceptions”.

C. With respect to any Objection which Seller may not remedy to the satisfaction of Purchaser, Purchaser may either: (i) in writing, consent to any Objection and accept title subject to such Objection; or (ii) terminate this Agreement whereupon, this Agreement shall thereafter be of no further force or effect and the Deposit shall be promptly returned to Purchaser.

6. CONTINGENCY PERIOD

Upon Seller’s execution of this Agreement, Purchaser and Purchaser’s agents, employees, contractors and consultants, shall have until 5:00 pm local Detroit time on December 31, 2017 (the “Contingency Period”) to complete such inspections, investigations, appraisals, tests and determinations of the Property as Purchaser shall desire and at Purchaser’s sole expense in order to determine that the condition of the Property is acceptable and that the Property is suitable for Purchaser’s intended development and use. At any time during the Contingency Period, Purchaser may, in Purchaser’s sole opinion, determine that the condition of the Property is not acceptable or that the Property is not suitable for Purchaser’s intended use by providing Seller with written notice thereof. Thereupon, Purchaser may

terminate this Agreement whereupon this Agreement shall thereafter be of no further force or effect. Purchaser agrees that if Purchaser so terminates this Agreement, either under this Section 6, the previous Section 5(C), or the subsequent Section 8 of this Agreement, Purchaser shall provide Seller, copies of any and all material third-party documentation and reports within Purchaser's possession and control, of the physical and environmental condition of the Property that it has obtained or caused to be produced during the Contingency 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. Otherwise, Purchaser may receive a prompt refund of the Deposit.

Purchaser agrees to indemnify Seller and hold Seller harmless against any claims, actions, damages, and liability occurring on or about the Property that may arise as a result of Purchaser's or Purchaser's agents, employees, contractors and consultants for any and all inspections, investigations, appraisals, tests and determinations performed on the Property. Purchaser also waives any right of recovery it has, now or later, against Seller for any loss or damage arising out of such inspections, investigations, appraisals, tests and determinations performed on the Property. Purchaser shall obtain liability insurance insuring against damage to persons or property in or about the Property in an amount of not less than \$1 Million, which policy shall list Seller as an insured party and, on request, Purchaser shall provide Seller with an insurance binder showing the existence of the insurance and Seller as an insured party. For the purpose of the hold harmless, indemnity, and insurance provisions contained herein, the term "Seller" shall be deemed to include the City of Ypsilanti and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.

7. CLOSING

The consummation of the sale and purchase of the Property (the "Closing") shall take place within ten (10) days of the expiration of the Contingency Period, provided that all of the conditions precedent and contingencies to Closing as set forth in this Agreement have been satisfied or waived in writing. The Closing shall be held at the offices of the Title Company or such other place as the parties may mutually select. At Closing, Purchaser agrees to enter into a disclaimer and indemnification agreement concerning the environmental and physical condition of the property, which shall be substantially similar to the attached Exhibit C.

8. DEVELOPMENT AGREEMENT

The obligation of Purchaser and Seller to consummate the purchase and sale of the Property under this Agreement is absolutely contingent upon the negotiation, preparation, approval and execution, before the end of the Contingency Period, of a satisfactory agreement for the development of the Property (the "Development Agreement"). If this contingency is not met or waived in writing by the parties, this Agreement will terminate whereupon, this Agreement shall thereafter be of no further force or effect. Without limiting the generality of the foregoing, if a Development Agreement is not approved by the City Council for Seller or executed, for any reason or no reason whatsoever, this Agreement will terminate whereupon, this Agreement shall thereafter be of no further force or effect. In such an event, neither party will be in default or breach of this Agreement.

Purchaser agrees that the following terms, or terms substantially similar to the following, shall be contained in the Development Agreement, which shall survive Closing:

A. After Closing, Purchaser shall ensure construction and development of the Property results in a "true cash value" (as defined in MCL 211.27), of the Property amounting to at least One-Hundred-Fifty Million and 00/100 (\$ 150,000,000.00) US Dollars within three (3) years. If such development is not timely completed, Purchaser shall provide compensatory payments to Purchaser of at least Twenty Thousand and 00/100 (\$20,000.00) US Dollars each month in which there is inadequate development except, if any such delay in development is caused by a force majeure event.

B. In consideration of the Purchase Price provided in this Agreement, Purchaser agrees that it will not seek the reimbursement of brownfield eligible costs or activities from Act 381 tax increment revenue generated from the capture of real and personal property tax revenues generated from the increase in value of the Property. If Purchaser does so receive such reimbursement, Purchaser agrees that the Purchase Price shall increase to Five Thousand and 00/100 (\$5,000.00) US Dollars per acre.

C. The Development Agreement may contain other provisions relative to affordable housing requirements, sustainability and the use of 'green energy,' the search and selection of local contractors, the dedication of public infrastructure improvements, or any other matter relative to the development of the Property subsequent to Closing.

9. DEFAULT

If either party shall breach or be in default of this Agreement, the other party may terminate this Agreement as such party's sole and exclusive remedy whereupon, this Agreement shall thereafter be of no further force or effect.

10. FEE FOR EXCLUSIVE AGREEMENT

The parties understand and agree that the Seller is agreeing to take the Property off the market and not accept other offers to purchase during the term of this Agreement. In consideration thereof, Purchaser agrees that Ten Thousand and 00/100 (\$10,000.00) US Dollars of the Deposit shall be retained by Seller in the event that the sale is not consummated and does not close pursuant to Purchaser's election to terminate pursuant to Section 6 herein or due to this Agreement's termination under Section 8 herein.

11. GENERAL PROVISIONS

A. Integration. This Agreement, together with the attached exhibits (A, B, and C) and letter of intent approved by Seller's City Council on May 23, 2017, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior oral or written discussions, negotiations, agreements and understandings.

B. Choice of Law. This Agreement shall be governed and controlled in all respects by the laws of the State of Michigan, including as to interpretation, enforceability, validity and construction.

C. Choice of Forum. The parties submit to the jurisdiction and venue of the Circuit Court for the County of Washtenaw, State of Michigan or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

D. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. Moreover, any electronic or facsimile signature of a party on this Agreement shall be as good as an original signature.

E. Titles. Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

F. Not in Default. 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 Purchasers, 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.

G. Severability. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

H. Relationship of the Parties. 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. Successors and Assigns. The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns.

J. Certain Prohibited Practices. 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.

The parties hereto have executed this Agreement on the day and year first above written.

[Signature of Purchaser and Seller on following pages]

[Signature page to Purchase and Sale Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Purchaser:
INTERNATIONAL VILLAGE, LLC,
a Michigan limited liability company

Amy Xue Foster
Its: Authorized Agent

Date: _____, 2017

[Signature page to Purchase and Sale Agreement]

Seller:
CITY OF YPSILANTI
a Michigan home rule city

Amanda Edmonds
Mayor

Date: _____, 2017

Frances McMullan
Clerk

Date: _____, 2017

EXHIBIT A

DESCRIPTION OF PROPERTY

Approximately 30.87 acres of real property located at 4 Water Street in the City of Ypsilanti, County of Washtenaw, State of Michigan with a parcel ID number of 11-11-09-170-031 and legally described as:

COM AT E 1/4 COR SEC 9, TH N 02-19-30 W 554.44 FT, TH S 88-46-40 W 111.18 FT, TH N 88-02-00 W 382.04 FT TH N 87-57-00 W 597.06 FT, TH N 88-04-00 W 33.00 FT, TH S 02-11-58 W 209.50 FT TO A POB, TH CONT S 02-11-58 W 154.70 FT, TH S 02-39-49 W 299.48 FT, TH S 88-01-57 E 78.99 FT, TH S 01-58-03 W 132.00 FT, TH S 88-01-57 E 118.25 FT, TH S 02-17-49 W 107.43 FT, TH S 87-56-41 E 134.33 FT, TH S 02-18-05 W 288.36 FT, TH N 88-01-57 W 2.00 FT TO PT "A", TH CONT N 88-01-57 W 29.36 FT TO WATER'S EDGE, TH W'LY & N'LY ALNG WATERS EDGE TO S'LY R/W MICHIGAN AVE, TH S 87-53-00 E 9.27 FT TO PT "B" WHICH LINES N 38-47-58 W 309.10 FT, TH N 89-24-13 W 40.73 FT, TH N 79-19-43 W 219.06 FT, TH N 54-19-29 W 106.32 FT, TH N 54-12-59 W 171.50 FT, TH N 47-45-59 W 148.90 FT, TH N 32-55-29 W 89.12 FT, TH N33-40-02 W 116.79 FT, TH N 12-47-38 W 51.82 FT, TH N 12-07-20 W 169.77 FT, TH N 02-07-22 W 105.96 FT, TH N 08-15-47 E 50.28 FT, TH N 05-36-02 E 200.01 FT, TH N 15-54-30 E 179.31 FT FROM PT "A", TH S 87-53-00 E 844.06 FT, TH S 88-04-00 E 382.21 FT, TH S 01-56-00 W 160.00 FT, TH S 88-04-00 E 230.00 FT TO THE POB, ALSO ALL LAND BETWEEN TRAVERSE LINE AND WATER'S EDGE. PT OF NE 1/4 SEC9, T3S-R7E. 37.15 ACRES SPLIT ON 06/05/2014 FROM 11-11-09-170-029

Less all portions of the above-described lands subject to a certain Declaration and Notice executed by the City of Ypsilanti on May 17, 2017 and recorded on May 25, 2017 in Liber 5207, Page 591, Washtenaw County Records, commonly referred to as River's Edge Park, being approximately 6.283 acres of land, more or less.

Covenant Deed

The City of Ypsilanti, a Michigan home rule city of One S. Huron Street, Ypsilanti, MI 48197 (Grantor) conveys, grants, bargains, remises, aliens, and confirms to International Village, LLC, a Michigan limited liability company of 101 W Big Beaver Road, Ste 1400, Troy, MI 48084 (Grantee) the premises commonly known as the Water Street Redevelopment Area in the City of Ypsilanti, County of Washtenaw, State of Michigan, described as

[insert legal description and tax parcel identification number]

with all the tenements, hereditaments, and appurtenances to it, for \$**[amount]**, subject to building and use restrictions and easements, if any, the lien of taxes not yet due and payable, and zoning ordinances. Grantor covenants and agrees that Grantor has not previously done or committed or willingly suffered to be done or committed any act, matter, or thing that would cause the premises or any part of them to be charged or encumbered in title, estate, or otherwise.

Grantor grants to Grantee the right to make all divisions under section 108 of the Land Division Act, Act No 288 of the Public Acts of 1967, as amended. Grantor intends to transfer to Grantee the right to make all divisions, bonus divisions, and redivisions of the property that Grantor may have under the act.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices that may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

[insert notarized signature(s) of Grantor, drafter information, subsequent taxpayer information, recording fee amount, and any other information required for recording]

DISCLAIMER BY SELLER AND INDEMNIFICATION AGREEMENT BY BUYER

Disclaimer by Seller

Buyer acknowledges and agrees that Seller has not made, does not make, and expressly disclaims any warranties, representations, covenants, or guarantees, either express or implied, whether arising by operation of law or otherwise, regarding the merchantability, quantity, quality, environmental condition, or physical condition of the property or its suitability or fitness for any particular purpose or use. Buyer affirms that it

1. has investigated and inspected the property and is familiar and satisfied with its environmental condition and physical condition; and
2. has made its own determination as to the
 - a. merchantability, quantity, quality, environmental condition, and physical condition of the property, including the possible presence on, at, under, or emanating from the property of hazardous materials or other environmental contamination; and
 - b. the property's suitability or fitness for any particular purpose or use.

The closing of the transaction contemplated by this agreement shall constitute Buyer's acceptance of the property in its present environmental condition and physical condition on an "as is," "where is," and "with all faults and defects" basis, regardless of how such faults and defects were caused or created (by the negligence, actions, omissions, or fault of Seller or otherwise), and acknowledges that without this acceptance, this sale by Seller would not be made, and the Seller shall not be under any obligation whatsoever to undertake any improvement, repair, modification, alteration, remediation, or other work of any kind regarding any of the property except as required by state or federal authorities pursuant to state and federal statutes and regulations respectively.

Seller is expressly released by Buyer and its successors and assigns from any and all responsibilities, liabilities, obligations, and claims of Buyer known and unknown, whether based on negligence, strict liability, or otherwise, arising under environmental protection laws, common law, or any other legal requirement, including any obligations to take the property back or reduce the purchase price and any actions for contribution, indemnity, or to improve, repair, or otherwise modify the physical condition of the property, that Buyer or its successors or assigns may have against Seller, based in whole or in part, on the presence of hazardous materials or other environmental contamination on, at, under, or emanating from the property or arising from the environmental condition or physical condition of the property, regardless of how caused or created (by the negligence, actions, omissions, or fault of Seller, pursuant to any statutory scheme of strict liability, or otherwise). Buyer further acknowledges that the provisions of this disclaimer have been fully explained to Buyer and that it fully understands and accepts the same as a condition to proceeding with this transaction. Buyer acknowledges that Seller's employees, agents, or representatives have not made any statements or representations contrary to the provisions of this section. In entering into and performing this agreement, Buyer has relied, and

will rely, solely on its independent investigation of and judgment regarding the property and its value.

Indemnification of Seller by Buyer

1. From and after closing, to the fullest extent permitted by law, Buyer agrees to indemnify, defend, and hold harmless Seller and its affiliated and related entities, and their officers, directors, and employees, from and against any and all losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including, but not limited to, reasonable attorney fees), environmental abatement, investigation, remediation and cleanup costs, and damages in connection with personal injuries, death, or damage to property or the environment arising after the date of closing from Buyer's use of the property relating to

a. any possession, use, or operation of the property, regardless of whether such injuries/death/damage are caused by or arise from Seller's or third parties' preclosing or postclosing negligence, actions, or omissions relating to the operation, physical condition, or maintenance status of the property; and/or

b. any Environmental Condition or Environmental Claims pertaining to the property.

2. In this agreement the following terms shall be defined as follows:

a. Environmental Condition means any condition or conditions affecting or relating to the air, soil, groundwater, or surface water at or about the property and any failure to comply with governmental requirements, including environmental protection laws, relating to such condition or conditions, which could or does require remediation, including abatement, investigation, containment, or removal and/or which could result in Environmental Claim(s).

b. Environmental Claim(s) means all claims, causes of action, liabilities, damages, losses, costs, or expenses (including reasonable attorney and environmental consultant fees) relating to the prevention, abatement, investigation, remediation, release, or elimination of pollution or contamination, the violation of Environmental Protection Laws, or the application of Environmental Protection Laws pertaining to the condition of the property and the migration of existing pollution onto or under other property. Environmental Claim(s) includes claims arising from application of Environmental Protection Laws to the condition of the property, as well as any and all claims by third parties and by governmental or quasigovernmental entities no matter how such claims arise.

c. Environmental Protection Laws mean any and all current or future laws, statutes, rules, regulations, and judicial interpretations of the United States, of any state or local government, or of any other governmental or quasigovernmental authority having jurisdiction that relate to the prevention, abatement, investigation, remediation, or elimination of pollution and/or protection of the environment, including but not limited to those federal statutes commonly known as the Solid Waste Disposal Act of 1970, as amended; the Resource Conservation and Recovery Act of 1976, as amended; the Clean

Water Act, as amended; the Clean Air Act, as amended; the Safe Drinking Water Act, as amended; the Migratory Bird Treaty Act, as amended; the Toxic Substances Control Act, as amended; and the Hazardous Materials Transportation Act, as amended; together with any and all other applicable federal, state, and local statutes, laws, rules, and regulations serving any similar or related purpose.

[insert notarized signatures of Buyer and Seller]



Resolution No. 2017 - 209
September 19, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The public hearing to approve a purchase agreement for the sale of the approximately 36 acres of the Water Street Redevelopment Area (11-11-09-170-031) with International Village Advisory, LLC **be officially closed.**

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



INFORMATIONAL MEMORANDUM
September 19, 2017

To: Mayor and Council

From: Joe Meyers, Community Development Manager

Subject: Easement Agreement with Michigan Advocacy Program on 15 S. Washington St.

SUMMARY & BACKGROUND: The building located at 15 South Washington, also known as Smith Furniture has been essentially vacant since 1992.

The Michigan Advocacy Program (MAP) has a purchase agreement on 15 S. Washington and is in the due diligence process. Part of the development plan is to install windows on the North, South and East side of the building. Installing these windows will allow for offices on the second floor. With the building being at zero lot line, in order to install the windows, building code requires an easement from the neighboring property owner allowing access and ensuring that they will not construct a building abutting the windows rendering them inoperable. The easement also allows access for construction, repairs and maintenance.

The request is for the city to grant MAP a perpetual, irrevocable, and permanent easement on the City North Parcel 152 feet 7 inches long, 20 feet wide, and on the City East Parcel 106 feet 4 inches long, 20 feet wide, as both easement parcels are depicted on Exhibit 3, for light, air, view, and access for construction, repairs and maintenance for the exclusive benefit, use, and enjoyment of MAP Parcel.

The MAP is offering \$1 for the easement and acknowledges that the area covered by the easement is currently used as City-managed public parking and that the area currently includes certain structures—e.g., a guardrail, a light pole; etc.—owned and maintained by the City. The parties agree that, except for suspensions of the City's use during the renovation period and future repair periods, the City may continue this use and may continue to maintain these structures. MAP also agrees that parcel and easement shall not be used for the purpose of any Adult Foster Care Facility or Home or any of the following Adult Regulated Uses: Adult Book Store, Adult Motion Picture Theatre, Adult Hotel/Motel, Adult Mini-Motion Picture Theatre, as those terms are described in Chapter 122 of the Ypsilanti City Code. This shall be a covenant running with the land. Additionally, the property shall revert back to the City if development does not occur within five years.

Department of Public Services has reviewed the request and has no objections to the sale of public rights-of-way at this property.

The Historic District Commission has already approved the installation of the windows.

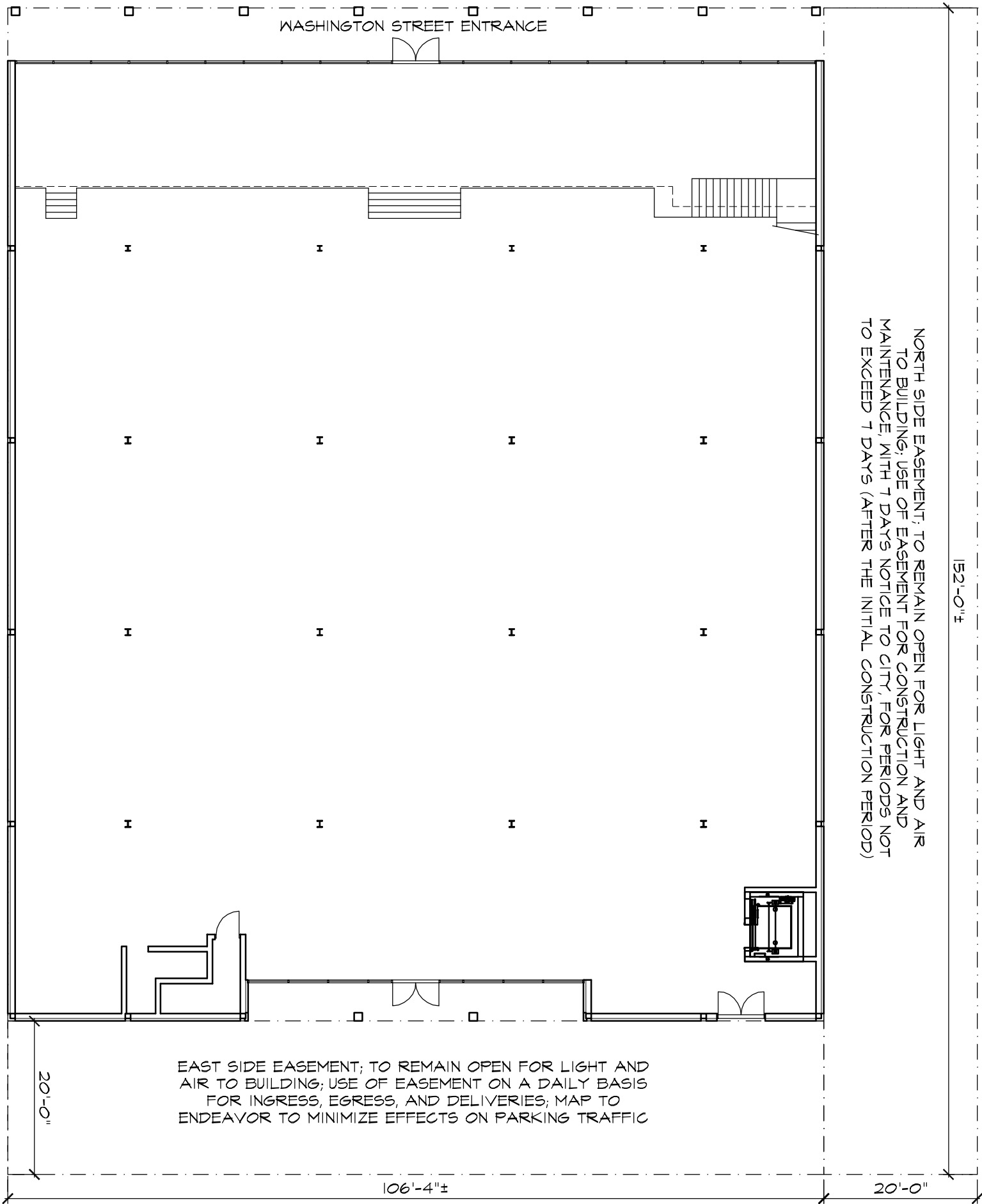
The proposed easement requires a public hearing which will take place at the October 3, 2017 meeting unless objections occur.

ATTACHMENTS: Proposed Easement Map

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



NORTH SIDE EASEMENT; TO REMAIN OPEN FOR LIGHT AND AIR TO BUILDING; USE OF EASEMENT FOR CONSTRUCTION AND MAINTENANCE, WITH 7 DAYS NOTICE TO CITY, FOR PERIODS NOT TO EXCEED 7 DAYS (AFTER THE INITIAL CONSTRUCTION PERIOD)

152'-0"±

106'-4"±

20'-0"

20'-0"



PROPOSED EASEMENT PLAN
15 S. WASHINGTON
YPSILANTI, MI
1/6" = 1'-0" 6-26-17

CORNERSTONE DESIGN INC
734.663.7580
CD|ARCHITECTS.COM



REQUEST FOR LEGISLATION
September 19, 2017

To: Mayor and Council

From: Joe Meyers, Community Development Manager

Subject: 75 Catherine Rezoning Request

SUMMARY & BACKGROUND:

75 Catherine is a legal nonconforming medical marijuana grow facility on the southeast corner of the intersection of Catherine St and Chidester St., currently zoned Core Neighborhood. A limited building type of single story commercial is permitted on this site. In 2013, the Planning Commission approved a Site Plan and Special Use application to permit a medical marijuana grow facility at this location. At that time the zoning was M1-Light Manufacturing, which permitted a grow facility as a special use. The 2014 zoning ordinance amendment changed the zoning to Core Neighborhood, which does not permit medical marijuana grow facilities. Prior to 2014, this property was continuously zoned as light industrial or light manufacturing.

The applicant, Anthony La Russa on behalf of AZ Holdings, L.L.C., is requesting a rezoning to PMD, Production, Manufacturing & Distribution which allows Medical Marijuana growing/Manufacturing Facility as a special use.

Given the history and smaller size of the property, Planning Commission supported the rezoning request at their August meeting with the following findings:

1. This rezoning is consistent with the master plan goal of "Ypsilanti is a great place to do business, especially the green and creative kind".
2. The parcel that will be rezoned is only 1.03 acres in size and as such it will prohibit the development of this area as many of the larger industrial uses that are allowed in the Production, Manufacturing & Distribution district.
3. This property has been used as light industrial for the past 100 years and was questionably rezoned to Core Neighborhood during the 2014 adoption of the current zoning ordinance.
4. The rezoning to the proposed Production, Manufacturing & Distribution district is more appropriate than rezoning to another district or than amending the list of land uses within the Core Neighborhood district.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Staff review for 8/16/2017 PC meeting
Planning Commission Minutes 8/16/2017 (draft)

CITY MANAGER APPROVAL: _____

COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2017-210
September 19, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the rezoning of 75 Catherine is consistent with the goals of the City Master Plan and

WHEREAS, the size of the parcel will prohibit the development of this property to many of the larger industrial uses that are allowed in the Production, Manufacturing & Distribution district; and

WHEREAS, the proposed rezoning will align the past zoning and history of the parcel; and

WHEREAS, the proposed rezoning is appropriate for the current character and use of the property;

NOW THEREFORE BE IT RESOLVED that an Ordinance to rezone 75 Catherine from Core Neighborhood to Production, Manufacturing & Distribution be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

An Ordinance Entitled "75 Catherine Rezoning"

THE CITY OF YPSILANTI ORDAINS:

That the property addressed as 75 Catherine, with the tax code ID#11-11-39-402-001, and a legal description of YP CITY 1-W4 LD COM AT SE COR CATHERINE & CHID- ESTER STS, TH S ALONG E LINE CHID- ESTER 259.45 FT, TH NE 182.11 FT, TH N TOS LINE CATHERINE ST, TH WLY ALONG S LINE CATHERINE ST TO BEG.

BE REZONED FROM CN, CORE NEIGHBORHOOD TO PMD, PRODUCTION, MANUFACTURING & DISTRIBUTION;

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

Frances McMullan, City Clerk

Attest

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

Frances McMullan, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular
meeting of the City Council held on the _____ day of _____, 2017.

Frances McMullan, City Clerk

Notice Published: _____

First Reading: _____

Second Reading: _____

Published: _____

Effective Date: _____



August 7, 2017

Staff Review of Rezoning Application
75 Catherine-rezone
75 Catherine

GENERAL INFORMATION

Applicant:	AZ Holdings, L.L.C.
Project:	75 Catherine-rezone
Application Date:	July 7, 2017
Location:	Southeast corner of the intersection of Catherine St and Chidester St.
Zoning:	CN- Core Neighborhood
Master Plan:	Central Neighborhood
Action Requested:	Rezone the parcel to Production, Manufacturing & Distribution (PMD)
Staff Recommendation:	Approval

PROJECT AND SITE DESCRIPTION

The applicant is requesting a rezoning for parcel #11-11-39-402-001, 75 Catherine, from CN-Core Neighborhood to PMD - Production, Manufacturing & Distribution. The total area of the parcel is 1.03 acres.

In 2013, the Planning Commission approved a Site Plan and Special Use for the property to permit a medical marijuana grow facility. At that time the zoning was M1-Light Manufacturing, which permitted a grow facility once approved as a special use. The 2014 zoning ordinance amendment changed the zoning to CN- Core Neighborhood, which does not permit a medical marijuana grow facility. Prior to the 2014 amendment, this property was continuously zoned as light industrial or light manufacturing.

A site plan was approved and finalized in 2005 for an auto body shop, prior to that the property was various uses including a motorcycle club and a hair product production. Varsity Linen was issued a Certificate of Occupancy in 1970 and building permits indicate that the property was used by Trojan Laundry as far back as 1933. Sanborn Fire Insurance Maps depict this property as the Ypsilanti Laundry Co. as early as 1916, thus this property has always been used for light industrial.

Figure 1: Subject Site Location & Zoning



Figure 2: Site Aerial (2015)

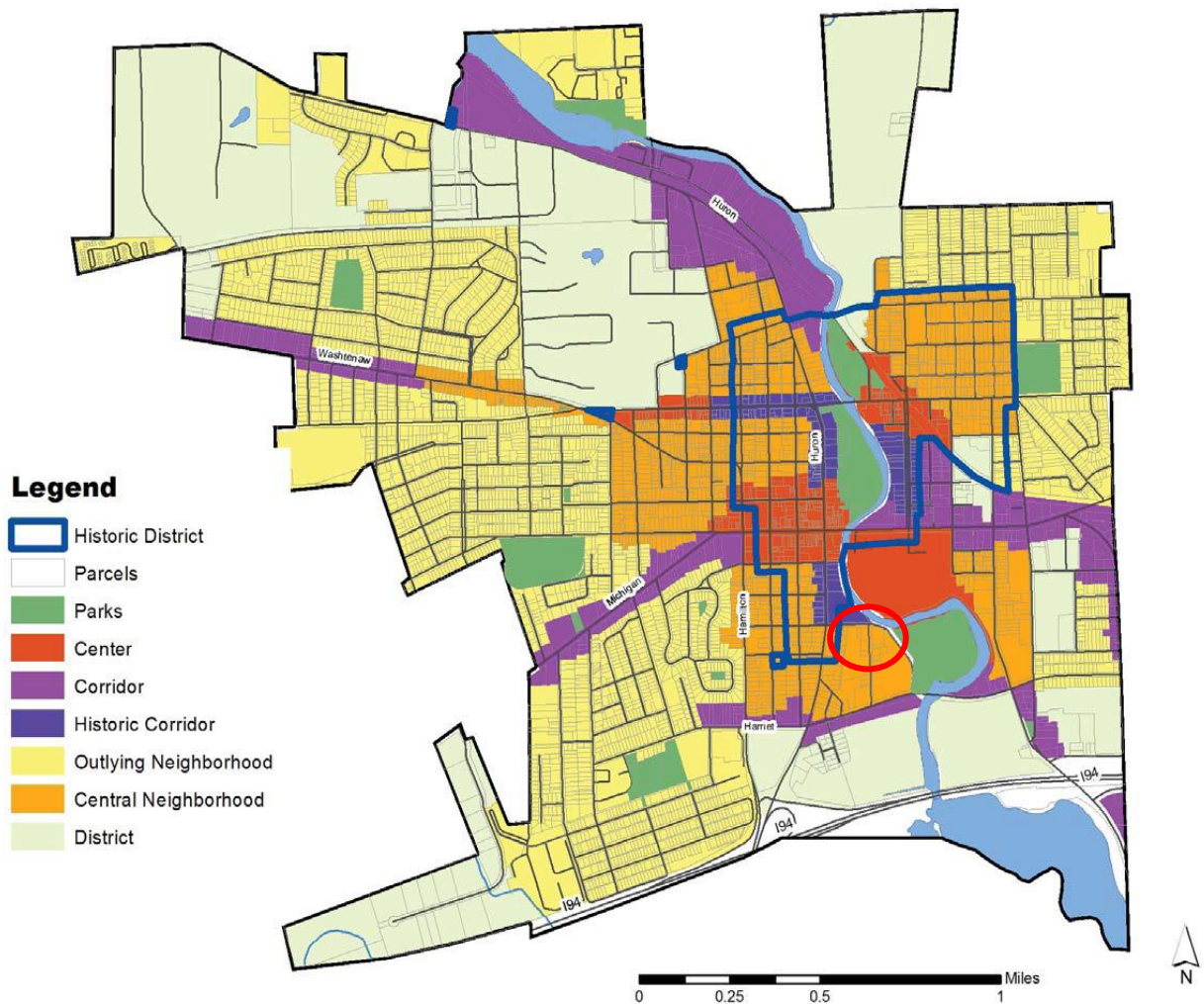


MASTER PLAN

The subject property is within the "Central Neighborhood" future land use. These neighborhoods are some of the oldest in Ypsilanti. Initially oriented on the Huron River, they are built on a grid street network connected to the adjacent business districts. They border downtown, Depot Town and EMU. These neighborhoods have a range of residential building types, with churches, schools, stores and gas stations intermixed. Around the railroad, industrial uses are mixed into the neighborhood.

The future land use map, below, shows the parcel as Central Neighborhood.

Figure 3: Future Land Use Designations



EXISTING LAND USE AND ZONING

This parcel is currently used as a medical marijuana grow facility.

Figure 4: Surrounding Land Use and Zoning

	LAND USE	ZONING
NORTH	Nursing Home Vacant Land	HC- Historic Corridor C- Center
EAST	Vacant Land Waterworks Park	CN- Core Neighborhood P-Park
SOUTH	Single and Multi-family uses Chidester Place	CN- Core Neighborhood
WEST	Garage	CN- Core Neighborhood

REZONING IMPLICATIONS**INTENT**

CN-Core neighborhoods “are built on a grid street network connected to the adjacent business districts. They border center districts or other core neighborhoods. These neighborhoods have a range of residential building types, with religious institutions, schools, stores and automobile filling stations intermixed.”

PMD, in contrast, “is designed to create and sustain producing, manufacturing, storing, and distributing goods. These districts are generally located where buildings can be on large plots of contiguous land, serviced by railroad lines or major thoroughfares, and adequately served by required utilities and services. Uses are expected to generate waste, noise, odor, and truck traffic; however, uses should produce minimal external impacts that are detrimental in any way to other uses in the district or to properties in adjoining districts.”

Figure 5: Permitted uses in existing and proposed zonings.

<i>P=Principal, A=Accessory, S=Special Land Use, -- = Not Permitted S/Res= Special Land Use when adjacent to R-1, CN, CN-Mid, CN-SF, or MD zoning, otherwise permitted;</i>		
USES	CN	PMD
RESIDENTIAL		
Single-Family Detached Dwelling	P	--
Single-Family Attached Dwellings	P	--
Accessory Dwelling Unit	A	--
Two-family dwelling units	P	--
Multiple Family Dwellings, maximum of 4 units per building	P	--
Multiple Family Dwellings, more than 4 units per building	S	--
Apartments located above ground floor of permitted nonresidential uses	P	--
Home Occupation	A	--
Family Child Care Home	A	--
Group Child Care Home	S	--

Adult foster care family homes	A	--
Group residence	S	--
Roominghouse	S	--
Group living with support staff, not licensed by State of Michigan	S	--
Adult foster care small & group homes, adult congregate facilities	S	--
Adult foster care facilities licensed by a state agency for care and treatment of persons released from or assigned to adult correctional facilities.	S	--
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES		
Park	P	--
Indoor recreation	A	--
Primary & Secondary Schools (public & private)	S	--
Post-secondary educational institutions (public & private)	S	--
Religious institution	S	--
Private assembly, including banquet hall	S	--
Municipal, county, regional, & state service uses	S	--
Public Art	A	--
SERVICES		
Bed & Breakfast or Inn	S	--
Funeral Homes	S	--
Nursing Homes	S	--
Medical or Dental Offices, less than 5,000 square feet	S	--
Business and professional offices and services, 15,000 square feet or more	--	P
Business and professional offices and showrooms	--	A
Kennels, commercial	--	S/Res
Offices for skilled trade services including but not limited to plumbing, electric, heating, and painting establishments	--	P
Repair of appliances, machines or vehicles	--	P
Self-storage facilities	--	P
Printing services, including but not limited to: publishing, engraving, photo development, lithographing, silk screening and three-dimensional printing	--	P
Construction and Landscape Contractors, contractor's yards, equipment and materials storage	--	P
Recycling centers	--	S
Adult Regulated Uses	--	S
COMMERCIAL		
Arts & crafts studios	S	--
Food stores, excluding sale of alcohol, less than 15,000 square feet	S	--

Farmers' Market	A	--
Garage Sales	A	--
RESTAURANTS		
Carry-out and/or delivery restaurant	S	--
Café or coffee shop	S	--
AUTO-ORIENTED		
Automobile Wash & Detailing	--	P
Automobile Filling Station - no repair	S	--
Automobile Share Parking	A	A
Truck Wash	--	S
Automobile Repair	--	P
Automobile rental (parking, storage, wash & repair)	--	P
Vehicle &/or Recreational Vehicle Storage and Towing	--	S/Res
Junkyards; Vehicle Wrecking, Salvage, Storage of Inoperable Vehicles	--	S
INFRASTRUCTURE		
Essential Services	P	P
Communication Devices	A	A
Radio & Television Studios or Stations	--	P
Radio and television towers, public utility microwaves, and public utility television transmitting towers, mobile communications towers, cellular phone towers and their accessory facilities	--	P
Utility buildings including electric and gas service buildings and yards, telephone exchange buildings, electrical transformer stations and substations, gas regulator stations, and water and propane tank holders	--	P
Railroad yards not including manufacture and repair	--	S/Res
Energy, electricity and heat generation plants	--	S
Landfill	--	S
Water or sewage treatment plant	--	S
Biofiltration Facility	--	P
Alternative Energy	A	A
GARDENS/COMMUNITY GARDENS		
Community gardens	P	--
Passive solar building	A	--
Toolhouses, sheds, and other similar buildings for the storage of domestic supplies	A	--
RESEARCH		
Laboratories	--	S/Res
Development & Research	--	S/Res
PRODUCTION, MANUFACTURING & DISTRIBUTION		
Manufacture or processing of food products including brewing & distilling	--	P

Craft manufacturing	--	P
Medical Marijuana Growing/Manufacturing Facility	--	S
Storage, warehousing, and wholesale distribution	--	S/Res
Central dry cleaning plants	--	S
Clothing production	--	P
Software, film, music, television and radio, and video game development & physical production	--	S/Res
Assembly and production, from prefabricated parts, of household appliances, electronic products, hardware products, and similar products	--	S/Res
Processing or assembling of parts for production of finished equipment	--	S/Res
Dry cleaning plants or laundries	--	S
Manufacturing, Compounding, Processing, packing or treatment of such products as candy, cosmetics, drugs, perfumes, pharmaceuticals, and toiletries, except the rendering or refining of fats and oils	--	S/Res
Manufacturing of alcohol; ammonia; bleaching powder or chlorine; asphalt, including refining; brick, tile or terra cotta; chemicals; concrete or cement products; lampblack; oil cloth or linoleum; paint, oil, shellac, turpentine, lacquer or varnish; petroleum products; plastics; soap; sodium compounds; tar distillation or tar products	--	S
Manufacturing of machine tools, machinery, vehicles of all types, machine or vehicle components or that requires metal plating or galvanizing, plastic extrusion or molding or similar process	--	S
Metal Foundry or fabricating plant and heavyweight casting	--	S
Manufacture of construction materials	--	S
Manufacturing of textiles, rubber or synthetic treated products	--	S
Manufacture and repair of train cars, locomotives and track	--	S
Animal slaughter and processing	--	S
Ethanol, petroleum and fuel production, refining and storage	--	S
Passive solar building	--	P
Hydroponics, aquaculture, aquaponics, and similar raising of food	--	P
STORAGE		
Outdoor storage	--	S/Res
Storage of liquid and solid fuels	--	S

Figure 6: Non-use and Dimensional Regulations
CN non-use and dimensional regulations depends on lot size

Sec. 122-477. SC Single Story Commercial Building

SC

SINGLE STORY COMMERCIAL BUILDING

These are generally designed for a single commercial use, located in lots that accommodate accessory parking, loading, and waste disposal areas.

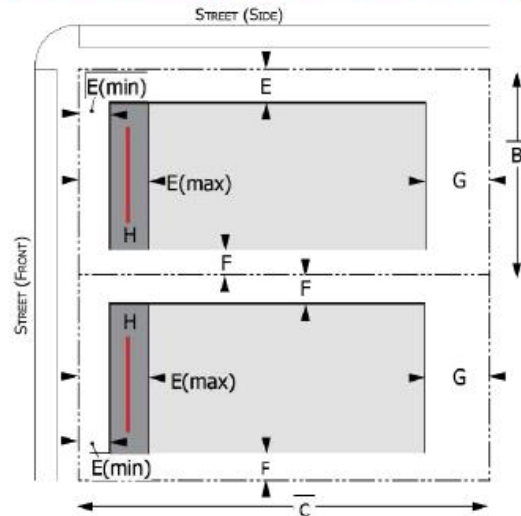
LOT REQUIREMENTS		MIN	MAX
A	Lot size (sf)	7,500	90,000
B	Lot width (ft)	50	300
C	Lot depth (ft)	100	300
D	Lot coverage (%)	--	60
BUILDING ENVELOPE		MIN	MAX
E	Street setback (front or side) (ft)	5 ⁽¹⁾	15 ⁽¹⁾
F	Side setback (interior lot line) (ft)	0	--
G	Rear setback (ft)	15 ⁽²⁾	--
H	Frontage buildout (%)	50	100
ACCESSORY BUILDING ENVELOPE		MIN	MAX
I	Street setback (ft)	30	--
J	Side setback (ft)	10	--
K	Rear setback (ft)	10	--
L	Building footprint (sf)	--	800
BUILDING HEIGHT		MIN	MAX
M	Principal building (stories)	1	1
N	Accessory structure(s) (ft)	--	15
PARKING LOCATION		Permitted in the side, street side, and rear yards.	
PRIVATE FRONTAGES		Commercial required.	

- (1) If located on Washtenaw Avenue, must build no more than ten feet from future right-of-way line as defined in the ReImagine Washtenaw plan.
 (2) When adjacent to existing detached single-family homes, the rear setback shall be a minimum of 25 feet.



EXAMPLE

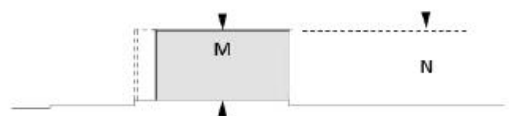
LOT REQUIREMENTS AND BUILDING ENVELOPE



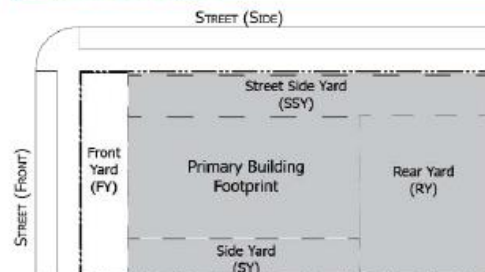
ACCESSORY BUILDING ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



PMD- OVERALL SITE REGULATIONS*Also subject to Article VI***(1) Maximum Lot Coverage**

All impervious surfaces	90%
-------------------------	-----

(2) Parking Location and Setbacks

Front & street side yard	10 feet
--------------------------	---------

Side and rear yards	10 feet
---------------------	---------

From adjacent R-1, CN-SF, CN-Mid, CN, MD districts	15 feet
--	---------

(3) Minimum Lot Width

Determined by the use and the required off-street parking, loading, screening and yard setbacks

(4) Minimum Lot Area

Determined by the use and the required off-street parking, loading, screening and yard setbacks

(5) Outdoor Lighting

See Section 122-609

(6) Landscaping

See section Article VI, Division 3 for additional guidelines regarding landscaping.

Conflicting Land Use Screening	From adjacent R-1, CN-SF, CN-Mid, CN, MD, HHS districts	Section 122-634. Screening must be a solid wall or fence constructed of face brick, poured-in-place simulated face brick, precast brick face panels having simulated face brick, stone, or wood.
Greenbelt	- Must be provided along the front yard and any street side yard. - Must be landscaped with a minimum of one (1) tree for every thirty (30) feet of frontage. No evergreens. - No less than 10' deep - Remainder must be landscaped in grass, ground cover, shrubs and other natural landscape materials. - Access drives from public rights-of-way through required greenbelts are permitted, but such drives may not be subtracted from the dimension used to determine the minimum number of trees required.	

PMD- PRINCIPAL STRUCTURES AND ATTACHED ACCESSORY STRUCTURES*Also subject to Article VI***Height**

Maximum height	60 feet	See exceptions in §122-613.
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Minimum Setbacks

Front yard	25 feet	Minimum setbacks increase by one foot for each foot a building or structure exceeds 30 feet in height.
Side yard	15 feet	
Street Side yard	15 feet	
Rear yard	20 feet	

PMD- PRINCIPAL STRUCTURES AND ATTACHED ACCESSORY STRUCTURES*Also subject to Article VI*

From adjacent R-1, CN-SF, CN-Mid, CN, MD, HHS	25 feet	
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PMD- DETACHED ACCESSORY STRUCTURES*Also subject to Article VI, Division 4***(1) Height**

Maximum height	60 feet	Subject to §122-613
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(2) Size of Accessory Buildings

Maximum Floor Area	No limitations other than maximum lot coverage.
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(3) Fences

Front Yard	No more than 6' height and 50% opacity	- Opacity is measured by the observation of any two (2) square yard area of fence between one (1) foot above the ground level and the top of the fence. The observation is from a direction perpendicular to the place of the fence. - Subject to §122-635 - Subject to §122-675
Side, Street Side, and Rear Yards	10' height max, no opacity restriction	

(4) Minimum Setbacks

Front yard	25 feet	Minimum setbacks increase by one foot for each foot a building or structure exceeds 30 feet in height.
Side yard	15 feet	
Street Side yard	15 feet	
Rear yard	20 feet	
From adjacent R-1, CN-SF, CN-Mid, CN, MD, HHS	25 feet	

REZONING CONSIDERATIONS

The following are generally accepted criteria for evaluating a rezoning request and staff responses to each:

- 1) *Is the rezoning consistent with the policies, guiding values and Future Land Use Map in the Master Plan, including any subarea or corridor studies?*

No. The Master Plan recommends that the future use of this parcel be “Central Neighborhood”. These areas are where the physical form of structures shift to a residential character with flexibility in use. Live/work housing, personal services, corner retail and small offices are evident in this district. Buildings are spaced closely, but are separated by setbacks.

Yes. The Shape Ypsilanti master plan also states that “Ypsilanti is a great place to do business, especially the green and creative kind” (p 7). As this rezoning is to accommodate and retain an existing business that has stabilized this property, this change is consistent with the Master Plan. It should also be noted that this property had a future land use listed as light industrial/high technology in the previous City of Ypsilanti Master Plan (1998-2013).

- 2) *Does the rezoning sustain the site's physical, geological, hydrological and other environmental features with the potential uses allowed in the proposed zoning district?*

Undetermined. Other possible uses or an expansion of the current use in the proposed PMD district may permit more changes to these features. However even if the site were to remain zoned CN, a new permitted use could expand or build a new single story commercial building with a larger footprint due to the single story commercial limited building type permitted on this site.

- 3) *Can the property that is proposed to be re-zoned accommodate the requirements of the proposed zoning district?*

Undetermined. This parcel is only 1.03 acres and will not be able to accommodate many of the larger permitted uses in the PMD district due to its smaller size. However if approved, this will leave the parcel open to future development as any of the smaller permitted/special uses in the PMD district such as food and craft manufacturing, appliance and machine repair, radio or television stations, etc.

The PMD and CN district permitted uses are quite different; in fact there are only four permitted uses that are the same for both of these districts: essential services is permitted as a principal use, and alternative energy, communication devices and automobile share parking are permitted as accessory uses. There are many potential industrial uses in the PMD district that are not compatible with the uses permitted in CN. The rezoning to PMD has been requested since PMD is one of only two zoning districts that allow for the current use of a medical marijuana growing/manufacturing facility as a special use. While GC also permits a grow facility as a special use, this zoning fits less with this site due to its light industrial past, this location is not on a main corridor and the site is not geared towards automobile traffic.

- 4) *Are all of the potential uses and building types allowed in the proposed zoning district compatible with surrounding uses, buildings, and zoning in terms of land suitability, impacts on the environment, impacts on the transportation network, density, nature of use, aesthetics, infrastructure and potential influence on property values?*
Perhaps. All potential uses and building types allowed in the proposed zoning district are not necessarily compatible with the surrounding uses but as mentioned before the size of the site will limit what could be placed in this area.
- 5) *Is the capacity of City infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, sustainability and welfare of the City?*
Maybe. The current use of the rezoned parcel should not have any effect on the City infrastructure and services. Other permitted uses in the proposed PMD district such as auto related businesses, self-storage facilities, offices and smaller manufacturing, would create more of an impact on the infrastructure and traffic in the area.
- 6) *Will the rezoning be detrimental to the financial stability and economic welfare of the City?*
No.
- 7) *Would the rezoning negatively impact the condition of any nearby parcels considering existing vacancy rates, current per-square-foot lease or sale rates, and other impacts?*
Unknown. There are some residential and multi-family uses nearby sales and lease rates could potentially be impacted. However, this parcel has been light industrial since at least 1916.
- 8) *Is the rezoning consistent with the trend of development in the neighborhood or surrounding area?*
Yes and No. While there is one other property that is of a light industrial/commercial nature to the west on Catherine, most of the area is residential in nature, ranging from single family homes to a 151 unit multi-family structure. Only three or four of these properties were built after the light industrial use was established at 75 Catherine, the majority of the residences existed prior to that use. The most recent new build was in 1999 however there is vacant land to the east of the site.
- 9) *Was the property in question improperly zoned or classified when this Chapter was adopted or amended?*
Perhaps. As research has indicated that this property has always been light industrial or light manufacturing and has been zoned as such prior to the 2014 zoning ordinance update, the rezoning of the property to neighborhood is interesting. However the future land use being modified to Central Neighborhood in the most recent master plan update may account for the rezoning of this property to CN.
- 10) *Where a rezoning is reasonable given the above criteria, is the map amendment or rezoning to the proposed zoning district more appropriate than another district or than amending the list of permitted or special land uses within a district?*
Yes. GC is currently the only other district that allows for a medical marijuana grow as a special use. Since this property has more of a light industrial past and the location is not off a main corridor nor is this site currently geared to auto traffic, PMD is a more appropriate choice than GC. Adding this use as a special use to CN would open up the option for medical marijuana grow facilities to locate in some of the City's more dense residential areas and is not a suitable solution.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission recommend ***approval*** of the rezoning for 75 Catherine to City Council with the following findings:

1. This rezoning is consistent with the master plan goal of “Ypsilanti is a great place to do business, especially the green and creative kind”.
2. The parcel that will be rezoned is only 1.03 acres in size and as such it will prohibit the development of this area as many of the larger industrial uses that are allowed in the Production, Manufacturing & Distribution district.
3. This property has been used as light industrial for the past 100 years and was incorrectly rezoned to Core Neighborhood during the 2014 adoption of the current zoning ordinance.
4. The rezoning to the proposed Production, Manufacturing & Distribution district is more appropriate than rezoning to another district or than amending the list of land uses within the Core Neighborhood district.

Cynthia Kochanek
Preservation Planner, Community & Economic Development Division

c.c. File

**PLANNING COMMISSION
MEETING MINUTES
August 16, 2017
CITY COUNCIL CHAMBER
7:00 P.M.**

I. CALL TO ORDER

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

II. ROLL CALL

Present: H. Jugenitz, L. Dahl MacGregor, A. Bedogne, T. Dennis, M. Dunwoodie, P. Hollifield, C. Madigan, J. Talaga, C. Zuellig

Absent: None

Staff: Bonnie Wessler, City Planner
Cynthia Kochanek, Associate Planner

III. APPROVAL OF MINUTES

Commissioner Hollifield moved to approve the minutes of July 19, 2017 as amended to add M. Dunwoodie as present at the meeting and to edit the third sentence in section 8 to clarify who made a statement (Support: J. Talaga) and the motion carried unanimously.

IV. AUDIENCE PARTICIPATION

None

V. PRESENTATION AND PUBLIC HEARING ITEMS

1. 75 Catherine-rezoning

Ms. Kochanek stated that the applicant is requesting a rezoning for 75 Catherine, from CN-Core Neighborhood to PMD - Production, Manufacturing & Distribution. The total area of the parcel is just over an acre. In 2013, the Planning Commission approved a Site Plan and Special Use for the property to permit a medical marijuana grow facility. At that time, the zoning was M1-Light Manufacturing, which permitted a grow facility once approved as a special use. The 2014 zoning ordinance amendment changed the zoning to CN- Core Neighborhood, which does not permit a medical marijuana grow facility. Prior to the 2014 amendment, this property was continuously zoned as light industrial or light manufacturing. The property was previously used as an auto body shop, a motorcycle club and a hair product production facility. Prior to that and for the majority of the structure's existence, the property was used as commercial laundry

or linen facility. Historic maps depict this property as the Ypsilanti Laundry Co. as early as 1916, thus this property has always been used for light industrial.

Ms. Kochanek stated that the future land use for this property as listed in the master plan is "Central Neighborhood". These neighborhoods are some of the oldest in Ypsilanti. Initially oriented on the Huron River, they are built on a grid street network connected to the adjacent business districts. They border downtown, Depot Town and EMU. These neighborhoods have a range of residential building types, with churches, schools, stores and gas stations intermixed. Around the railroad, industrial uses are mixed into the neighborhood.

Ms. Kochanek then proceeded to go through the rezoning considerations and responses from staff along with the staff recommendation.

Commissioner Talaga inquired as to what staff meant by the "incorrectly" in regards to the statement that the "property was rezoned incorrectly".

Ms. Kochanek stated that perhaps that term is not the right one to use, however, the point that she was trying to make was that it was interesting that this parcel was rezoned to neighborhood with its industrial past.

Chairperson Jugenitz stated that she does not recall this specific parcel in regard to the rezoning but that perhaps the thinking was to limit a lot of small areas of zoning in the City, to decrease the hodge-podge in zoning map.

Commissioner Zuellig asked about the previous M-1, Light Manufacturing zoning classification. She also asked if that was the lightest of the industrial zoning classifications. Ms. Wessler stated that the commercial industrial was one of the lighter industrial classifications and that there were heavier classifications as well.

Commissioner Bedogne asked what is prompting this zoning change. Ms. Wessler stated that this is to make the future a little easier under the new medical marijuana facilities licensing act. She stated that in the coming year, commercial facilities such as those that are permitted in Ypsilanti will be permitted throughout the state. She stated that one of the ways that the facilities will be able to get their licensing is by having the appropriate zoning and appropriate sign offs from the local authority. Currently, the city allows less than 500 plants per grow facility; under the new state licensing act, the smallest license is 500 plants. Plus, in order for anyone to become competitive under the new licensing act, they have to at least obtain a C which may or may not involve some sort of physical expansion. Since they are currently zoned CN, the facility cannot be expanded. Commissioner Bedogne clarified that this is due to the need of this facility to expand. Ms. Wessler stated that the decision of whether or not to rezone should not be based on any future potential use.

Chairperson Jugenitz clarified that as far as the City is concerned, this facility could still continue to operate without a change to the zoning but the issue seems to be with the state level since the state licensing requirements will shift in such a way as to make an incompatible zoning problematic for the business.

Commissioner Zuellig asked for clarification on whether the grow facility could expand its number of plants without expanding the building footprint and still be valid under the previously granted special use. Ms. Wessler stated that she would need to check into the previous special use requirements.

Chairperson Jugenitz asked if there is an applicant in the audience and if they would like to speak.

Anthony La Russa, 112 Watson St, Apt 24 – Stated that the rezoning request is to align with the new state licensing requirement for the zoning. Stated that if they cannot get the appropriate zoning then they would remain a caregiver based grow facility but then they would not be part of the seed to sale tracking system, where the City has a possible tax revenue. He stated that eventually, they may expand the building, but that is secondary to the need to align to the state zoning requirement.

Commissioner Dennis asked if the planning commission does not approve the rezoning if that will negatively impact his current business.

La Russa – Confirmed that is the case; he would only be able to continue as a caregiver based facility and there would be no tax revenue for the City and that there would not be a state issued license for his facility.

Commissioner Zuellig asked for clarification on the whether this is a choice for the applicant or if it is a requirement.

Chairperson Jugenitz stated that it is her understanding that there are two options that the applicant could pursue. She stated that the applicant could continue on his current track or he could pursue the state licensed track where there is a tax revenue potential for the City.

Commissioner Dahl-MacGregor clarified that there is a fee based tracking system as part of the new law. She added that the change to the Production, Manufacturing & Distribution zoning is so that the applicant can make a production level increase and meet the requirements of the new state licensing system.

La Russa – Stated that he would probably cease operations if he was unable to get the rezoning since he would prefer to operate with the state licensing moving forward since it clears up some of the grey areas and that it does not make sense for him to continue to operate the facility at its current level.

Commissioner Dahl-MacGregor moved to open the public portion of the hearing (Support: P. Hollifield) and the motion carried unanimously. Since there was no input from the public, Commissioner Dennis moved to close the public portion of the hearing (Support: J. Talaga) and the motion carried unanimously.

Chairperson Jugenitz asked staff to give the commission a refresher on the things that the commission should take under consideration for the decision on the rezoning. Ms. Wessler stated that they should consider precisely what is listed in the staff report completed by Ms. Kochanek. Chairperson Jugenitz asked staff to list the things that should not be taken under

consideration by the commission in regard to the rezoning. Ms. Wessler stated that the future revenue and future plans for the site should not factor into the decision on this rezoning.

Commissioner Dennis stated that she does not see a problem with the rezoning especially since the property was previously zoned for light industrial.

Commissioner Zuellig stated that this rezoning does not fit into the future land use map and that this area is primarily residential and it is zoned consistently Core Neighborhood. She does not feel that it was zoned incorrectly and that this will be spot zoning. She stated that this use is not consistent with the area and that Production, Manufacturing & Distribution is no longer just a light industrial classification.

Commissioner Dahl-MacGregor stated that since this site is only an acre and it may not lend itself to other larger Production, Manufacturing & Distribution permitted uses. She would like to know more of why General Corridor was not a better option for the rezoning. Ms. Wessler stated that General Corridor is meant more for high traffic areas and that while PMD now contains the previous M-1 and M-2 zoning classifications, there is now special uses that are regulated in the PMD district if they are adjacent to a residential use. Ms. Wessler listed those uses.

Commissioner Madigan agreed with Commissioner Zuellig in that he does not feel comfortable permitting a rezoning when it does not correspond to the future land use map.

Commissioner Bedogne stated that he feels that this is spot zoning but that he is in support of the rezoning due to the history of the property.

Commissioner Zuellig asked if the applicant could still expand the number of plants within the current footprint without triggering the need for the rezoning. Ms. Wessler stated that the applicant could do that and still stay within the current special use. Ms. Wessler stated that there is some uncertainty with the new laws but that as of right now under the new laws, grow facilities must be located in an industrial or agricultural zoning district.

Chairperson Jugenitz stated that she does not feel that this is the strongest case for rezoning but that she will take into account the history of the site in her decision.

La Russa –Stated that he is near the old Ford plant, near a floodplain and the City's mulch yard so he does not see how this is spot zoning.

Chairperson Jugenitz asked for any more comments and seeing none, she requested a motion be made.

Commissioner Talaga moved that the Planning Commission recommend ***approval*** of the rezoning for 75 Catherine to City Council with the following findings:

1. This rezoning is consistent with the master plan goal of "Ypsilanti is a great place to do business, especially the green and creative kind".
2. The parcel that will be rezoned is only 1.03 acres in size and as such it will prohibit the development of this area as many of the larger industrial uses that are allowed in the Production, Manufacturing & Distribution district.

3. This property has been used as light industrial for the past 100 years and was incorrectly rezoned to Core Neighborhood during the 2014 adoption of the current zoning ordinance.
4. The rezoning to the proposed Production, Manufacturing & Distribution district is more appropriate than rezoning to another district or than amending the list of land uses within the Core Neighborhood district.

Commissioner Hollifield supported the motion. A roll call vote of 6:3, Commissioners Jugenitz, Madigan and Zuellig opposed. Motion carried.

VI. NEW BUSINESS

None

VII. OLD BUSINESS

None

VIII. FUTURE BUSINESS DISCUSSION/UPDATES

Ms. Kochanek stated that there are three applications for the September Planning Commission meeting including a site plan for 809-815 W. Michigan, a site plan for 708 Pearl and a special use for 311 Ballard.

IX. COMMITTEE REPORTS

None

X. ADJOURNMENT

Since there was no further business, Commissioner Dennis moved to adjourn the meeting (Support: C. Zuellig) and the motion carried unanimously. The meeting adjourned at 7:58 p.m.



Resolution No. 2017-211
September 19, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The public hearing for an Ordinance to rezone 75 Catherine from Core Neighborhood to Production, Manufacturing & Distribution be **officially closed**.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Resolution No. 2017- 212
September 19, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2017–213, approving minutes of August 22 and September 5, 2017.
2. Resolution No. 2017-214, approving the issuance of a blanket permit for window signs of any size for the month of October for businesses that participate with the Eastern Michigan University's "Follow the Green & White Road" homecoming spirit project.
3. Resolution No. 2017-218, approving an extension of agreement for Subaward of Federal Financial Assistance – Delivery of congregate meal services for the Ypsilanti Senior Center. ***(Added 9/18/17)***

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Resolution No. 2017-213
September 19, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of August 22, 2017 and September 5, 2017 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



DRAFT

**CITY OF YPSILANTI
COUNCIL SPECIAL MEETING and WORK SESSION MINUTES
COUNCIL CHAMBERS - ONE SOUTH HURON STREET
TUESDAY, AUGUST 22, 2017
7:00 P.M.**

I. CALL TO ORDER –

The meeting was called to order at 7:08 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 Richardson moved, seconded by Mayor-Pro Tem Brown to approve the agenda.

Council Member Richardson moved, seconded by Mayor Pro-Tem Brown to remove Resolutions No. 2017-193 and 2017-194 from the agenda.

Council Member Vogt opposed the removal of Resolutions No. 2017-193 and 2017-194, but he is not opposed to moving the resolutions after discussion on the police review board discussion. The point of the resolutions is to deal with a matter that came up suddenly regarding the Peninsular Dam. The alternative to removing the resolutions would be to hold another special meeting. Council Member Richardson responded the County Park and Recreation Director Coy Vaughn says this same grant will be available next year. The letters Council has received regarding the removal of the dam demands Council give this matter greater attention.

Mayor Pro-Tem Brown stated the residents of this community have raised issue with the lack of communication and community involvement. To rush through this does a disservice to the community by not providing the transparency the demand, which is why she supports removing the resolutions from the agenda. Council Member Vogt responded the discussion on the resolutions is a relatively small matter for a potential grant that Council can decide if it would like to pursue. The grant would cover part of the study regarding the Pen Dam and not a decision on the removal of the dam. Council Member Bashert agreed, and said the grant will assist in the financing of the study. Postponing the study is frustrating to the City and the region affected by the dam and its removal. She said the grant money to remove the dam is time sensitive and the next meeting will not be until September.

Mayor Edmonds stated she would support either removing the resolutions or moving the resolutions to later in the agenda. This meeting was specifically scheduled to discuss the development of a police review board she wants Council to have its full energy. Council Member Bashert stated she would agree to move the resolutions to later on the agenda. Council Member Richardson stated she understands there are audience members that are present for the resolutions regarding Pen Dam. However, after reading letters sent from people with concerns about the dam she feels these resolutions deserve a full community public meeting. Ms. Bashert stated these resolutions are not about the removal of the dam it is about a grant to finance the study, which has already been approved. Council Member Vogt stated Council has already approved to complete the study, and this will help to fund it. The issues raised by individuals about the dam removal are not relevant to these resolutions in all respect.

On a roll call, the vote to amend the agenda was as follows:

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

VOTE:

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

On a voice vote, the motion carried, and the amendment was approved as amended. Council Member Bashert voted against the approval of the amended agenda.

VI. PRESENTATIONS –

2017 Byrne Grant Application – Police Chief Tony DeGiusti

Chief DeGiusti provided a presentation of the 2017 Byrne Grant Application.

VII. AUDIENCE PARTICIPATION -

1. Jon Lusk, 1111 W. Clark Rd, stated if the dam is removed it will destroy the only kid friendly boat launch and recovery site because of the current. If the Border to Border funds are used for this study it will make it more difficult to access funds for another project. The residents who live along the river are concerned with the scope of work and how it will affect the property. He asked why this study is covering all issues of the dam instead of selecting the top items and funding them independently.
2. Rhonda Wolff, 1308 N Huron River Dr., has concerns if the dam is removed. If the dam is removed it could create marshes which would be dangerous to resident.
3. Delruss Wolff, 1308 N. Huron River Dr., wonders why not consider studies that have already done on dam removal in order to compare what maintenance costs. He was shocked to learn the maintenance funds were used for a study regarding the removal of the dam. He asked how a grant for parks can be used for this study asking if it is a misappropriation of funds. He asked when considering costs have cost for litigation been factored for law suits that could result in the removal of the dam.
4. Neil Bastian, 1284 Huron River Dr., stated if the dam is removed it will still be difficult to canoe the Huron because of the rocks. The dam keeps the water deep enough so a person can canoe in that area and it should be kept.
5. Veronica Ervin, 1564 Village Lane #101, stated there is a serious problem with speeding on Hawkins on the south side of Ypsilanti. The police are never there to stop speeding

only for other reasons. She said 422 Hawkins St, a Beal Property, has abandoned cars up and down the street and the house is in disrepair. She asked for the home to be addressed as well as the cars along the street.

6. Sally Lusk, 1111 W. Clark Rd., stated she was present when Council approved using the Dam and Maintenance Fund to finance the study about Pen Dam. The estimate for the cost of the study now is \$6,500 more than at that point, which will deplete that fund to a greater extent. The extent of the scope of work is unknown by the City, nor if the study will produce data to help support a decision. She does not believe any funds should be used to fund a study without an understanding of what that study could produce. She suggested an incremental approach to the study.
7. Deb Walker, 6180 1st Rd, Superior Township, opposed the additional funding to a study to an undefined additional scope of work.
8. Brian Athey, 6180 1st Rd, Superior Township, stated it is grossly premature to do a study of the possibility of a trail in the riverbed.
9. Laura Lein, 1366 N. Huron River Dr., Ypsilanti Township, opposed the removal of the dam and those who would be affected by it should be included in the discussion.
10. Benjamin Kuipers, 1366 N. Huron River Dr., Ypsilanti Township, stated the resolution approving the study is essentially to study the feasibility of a walkway in the riverbed, which is premature. He does not believe the money for this grant can be applied to study if the dam should be removed. The statement of work of the study needs to be made public to make sure that it will address the questions being asked.
11. Stacey DeAngelis, 6140 1st Rd, stated there are also grants available for grant repairs not just dam removal.
12. Rob DeAngelis, 6140 1st Rd, stated agreed with his neighbors against the removal of the dam.
13. Merrellyn Lee, 1340 Huron River Drive, Ypsilanti Township, spoke against the removal of the dam. She is astounded this is the first she has heard of the possibility of dam removal, and few alternatives have been discussed.
14. Michael Simmons, 128 Bell St., asked who City Council spoke with to decide to move forward with the study. It is apparent that most residents do not want the dam removed so why is City going to allocate money to the study. There is something wrong when a City Council does not listen to its residents.
15. Allen Backster, 1284 N. Huron River Drive, spoke out against the removal of the dam.
16. Sue Melke, 330 Chidester #409, stated the City needs to move forward with a police review board. That board should have disciplinary power and not be structured like CoPAC.

VIII. REMARKS FROM THE MAYOR –

— The resolutions regarding the dam have been removed which she supported.

City Council Member Vogt stated there have been many thoughts and concerns expressed. He reassured the public they are not new to Council and have been discussed many times over the years. To date no decision has been made other than to

implement a study. The only thing that is currently known is the dam will either be repaired or removed, which both may be very expensive. If the dam is to be removed there are many other things that need to be decided.

City Clerk McMullan stated the reason why the City is going through this process is because there are issues with the dam and the Department of Environmental Quality (DEQ) directed the City to form a plan. Mayor Edmonds stated there was an initial study done and there is a general scope of costs. Mr. Simmons asked if the study will assist in the decision on if the City removes or repairs the dam. Ms. Edmonds responded in the affirmative. Mr. Simmons asked what would happen if the City does not complete the study within the timeline. Ms. Edmonds responded it is unknown at this time.

IX. MOTIONS, RESOLUTIONS, DISCUSSIONS -

1. ~~Resolution No. 2017-193, authorizing the Huron River Watershed Council (HRWC) to apply for the Connecting Communications grant on behalf of the City of Ypsilanti.~~ **(Removed from agenda)**
2. ~~Resolution No. 2017-194, approving funds not to exceed \$26,500 to allow the City to split the cost of the Peninsular Dam study with the Huron River Watershed Council (HRWC).~~ **(Removed from agenda)**

X. WORK SESSION:

Police Review Board Discussion

Mayor Edmonds stated there is a range of what different communities are doing in regards to police review boards. Some are just beginning and others have been around for some time, which makes it difficult to understand what best practices would be for a community of Ypsilanti's side.

Mayor Pro-Tem Brown provided an update of what she and Council Member Murdock had discussed prior to this meeting.

Council Member Murdock stated when the draft ordinance was first presented to Council the issue was there wasn't a complaint review.

Council Member Vogt asked if it is necessary for this group to monitor the Citizen's Police Academy. Council Member Murdock responded it is because the academy has not been held in some time. Chief DeGiusti stated the academy was planned to be held last year but there were only three applicants. Mayor Edmonds asked how many applicants would a full class consist. Chief DeGiusti responded around thirty to thirty-five. Council Member Richardson stated during one of the Task Force meetings the Chief envisioned this body reviewing the academy. Chief DeGiusti responded after each academy it is evaluated and that is something this body could complete.

Council Member Richardson stated she would prefer the items in "Purpose" to be organized by priority.

Council Member Murdock stated he and Mayor Pro-Tem Brown discussed creating the board and let it select from the four broad categories developed by the International Chiefs of Police for complaint review. The selection would be subject to approval by City Council. Council Member Robb stated asked if the board would select its purpose. Mr. Murdock responded no, it would select how to implement.

Council Member Vogt asked what would be the authority and role of the board. It would be helpful for a board to be established to review complaints, but what must be addressed is the scope of its power. There are many different models, however, they are from much larger cities with much larger budgets. He would like a process developed that when a complaint is developed it goes to the Chief of Police, and this board would assist the Chief in the review and make recommendations. This board would not have power to apply any disciplinary action ultimately Council should retain ultimate authority. This board should be relatively small and comprised of individuals that have experience, knowledge, and training necessary to perform the functions of the board.

Council Member Bashert suggested either class two or class three boards (see packet). Mayor Pro-Tem Brown led aloud both class two and three. Mayor Edmonds stated while doing more research class one she found it has a fulltime staff and budgets to support the body. That seems outside the scope of what the City can provide.

Chief DeGiusti provided a list of complaints from 2016 and 2017 to date. Only four officers had complaints filed against them in 2016 and in 2017 to date there have been five complaints. The complaints from 2017 mostly revolve around a disagreement with what was said by the officer. He said of those five complaints the have been partially substantiated, and explained the department does not just ignore any complaint and all are investigated. He said the department has not received a single complaint regarding use of force. In this year there have been over 500 arrests with only twelve uses of force. Mayor Edmonds asked how this compares to other police departments. Chief DeGiusti responded similar to the national average. Ms. Edmonds asked on average how many complaints the department receives per year. Chief DeGiusti responded on average five to ten since he has been chief. Ms. Edmonds asked if since the complaint process was changed if the Chief has noticed any change in how those complaints were submitted. Chief DeGiusti responded there have been several online submissions however, only two were complaints against officers. The other submissions were being used as online crime reporting. He said the police department is definitely in support of greater citizen involvement.

Council Member Bashert stated the amount of complaints the department receives seems manageable for a developing board. She stated she believes class one does too much, and would not fit in the City and class four does too little and would not fit in the City. She would like to find some way for citizens to be heard and participate as much as possible. Mayor Edmonds added while this board is not hearing complaints it would be able to review several other items as listed in "Purpose".

Council Member Murdock stated he would be in favor of developing a board based on class two, or a revised three. Council Member Robb asked if a citizen's board could overturn the Chief of Police's decision on discipline in an appeal. Chief DeGiusti responded if a complainant has issue with discipline given an appeal can be made to the City Manager. When discussing discipline public employees have a right to privacy in their public files. When making recommendations for discipline he thinks about what other disciplines are in that file. He believes the Charter states boards and commission can only have advisory authority. Mayor Edmonds responded by state statute the Historic District Commission has authority outside of Council. Chief DeGiusti replied he believes the Charter states unless otherwise provided by the state a board and commission can only operate at an advisory capacity. City Attorney Barr added the Charter was designed to place ultimate authority with Council, and provides unless the board is either quasi-judicial or given authority by state statute. Ms. Edmonds asked a review board would be considered quasi-judicial. Mr. Barr responded this issue was discussed in reference to the Human Relations Commission which has the power to review, and make recommendations, but does not enact discipline. Mr. Murdock stated this board would not have disciplinary power but can review a complaint and make recommendations to Council if it finds issue with the discipline administered.

Chief DeGiusti suggested keeping complaints in a third person to not violate an employee's privacy.

Council Member Robb stated he believes this board would be for show only, and power should fall to Council. He said Council has subpoena and investigative power and if Council would undertake investigation it would eliminate the concern of police investigating the police. He said the Purpose would not be to review complaints of police misconduct it would be to review findings of complaints. He believes a board such as that would not have authority and is not the way that Council or the public wishes it to be developed.

Mayor Edmonds stated the initial investigation should be performed by City staff.

Council Member Richardson stated she would like combine class two and three and include the investigative aspect of class one and Council would make the final decision if the body and the department did not agree. Chief DeGiusti stated both collective bargaining units is specific to whom can investigate complaints, and if a change is made it would first need to be negotiated. Currently both bargaining units are headed toward arbitration, and it is unlikely that would be considered.

Council Member Bashert stated it might be beneficial to use an example to understand the best course of action. Based on the limitations already defined this body will most likely serve at an advisory role, which can be involved early or later in the process. Chief DeGiusti stated if the body is going to be a part of the investigation it might cause issues of confidentiality. He believes the review process should make certain complaints are properly investigated.

Council Member Vogt stated he is not happy with any of the models in general. There are many extremely difficult legal issues that make it difficult to give this body any real authority. He takes no issue with "A through F", but when taking on a serious issue he has concerns with volunteers with no budget would do anything differently than Council. Part of the problem is deciding when this body should act, the beginning, middle, or end of the complaint process. Perhaps a useful function of this body is to provide mediation in complaint process rather than appeals.

Council Member Richardson stated this process began with the complaint resulting from an arrest made during a protest. If this body had been in place it would have been perfect to hear those complaints.

Council Member Robb stated this comes down to purpose and given what has been stated he does not think this body can review complaints. Once the purpose is defined it will assist in determining what kind of board is necessary. He said most complaints take around three weeks to investigate, and depending on the frequency this board meets the best course would be to review the findings. Once the review is complete that body would report to Council if it agrees or disagrees and why. It then would be up to Council to decide if further discipline is required.

Council Member Vogt stated he is hearing three options; his suggestion of a mediator, Council Member Richardson suggestion of a complaint liaison, and a body that reviews findings of the investigation. Council Member Richardson stated she is suggesting a group that must have some authority, not just a group that would hear the complaint. Mayor Edmonds stated if this body exists people will come to voice complaints during public comment. The body then could explain the procedure to file a complaint. Ms. Richardson stated the process she envisions is a person would make an appointment with the board to voice their complaint. Council Member Robb stated that would put a lot of pressure on a volunteer organization as opposed to a regularly scheduled meeting. Chief DeGiusti stated complaints can be made in many ways, but if a complainant is afraid to come forward they could ask a board member to file the complaint for them.

Mayor Pro-Tem Brown stated this board it can only act at an advisory capacity. As a result of that having this body hear complaints does not make sense because it would be unable to investigate. Council Member Richardson stated she is very disappointed that the Task Force was not designed to get outside input from Black Lives Matter and other stakeholders in the community. Council Member Robb stated those meetings were as interactive as any other meeting held in Council Chambers. The Task Force had open dialogue with all audience members when they were present. Ms. Richardson stated it is not the same as a person being part of the board.

Mayor Pro-Tem Brown stated a complainant could make an appointment to come before the said body, would then file the complaint with the police department. The investigation is completed by the police department and then reviewed by said body, which either agrees, or disagrees with the findings. Council Member Bashert stated there are a number of ways to submit a complaint and asked how this would be different. Chief DeGiusti interjected if discipline was already been applied as a result of a complaint additional discipline cannot be applied. Council Member Robb stated this body can only review the findings of complaints. If the body disagrees with the discipline it is transferred to Council.

Council Member Murdock asked if the police department makes a determination and the complainant is unsatisfied the complaint can be brought to said body to review. If the resolution is still not satisfactory it can be reviewed by Council.

Council Member Bashert stated the body should be notified as soon as a complaint is filed. Council Member Robb stated Council should be notified immediately if that is this body is.

Council Member Vogt stated for conversation he envisions this body acting in some ways as a liaison, and keep the complainant up-to-date on the status of the complaint, the body would make recommendations to Council if it disagrees with the findings of the Chief of Police and City Manager, which at that time would be too late. He is concerned at the time a recommendation is made to Council there will be little to Council can do for that specific complaint. The only difference than the current practice is a body will be in place that can disagree with findings. Council Member Bashert responded the difference is the complainant will feel like they have an advocate. Mr. Vogt asked if it is worth it to have a non-political body review the complaint. Ms. Bashert responded in the affirmative.

Mayor Edmonds asked if a complaint was forwarded to Council from this body after the administration of discipline what could Council do. Council Member Robb stated Council has the ability to change personnel if Council sees a pattern of inappropriate discipline applied. Mayor Edmonds added Council also has the ability to change policy. Chief DeGiusti responded a year ago he said ultimately he is responsible for the police department, and the trust is on him to do what is right.

Council Member Robb asked if a person comes before the body to file a complaint who will fill out the complaint. Council Member Vogt responded the body and staff only can explain the process of the complaint, the complainant must fill out the complaint form. He explained it would be city staff filling out a form, which would be a conflict of interest. Chief DeGiusti stated anyone can file a complaint, even a third party complaint. If a member of this body would fill out the complaint on behalf of the complainant that would be fine. Mr. Robb asked would there be an expectation if a complainant is brought before this board a complaint form would be filled out and filed. Council Member Bashert recommended allowing the body to develop some of its methods, while Council sets its broad parameters. Mayor Edmonds explained this body would not shepherd the process, instead only help to facilitate and make the process accessible. Council Member Robb asked if the complainant's expectation would be that this body would file the complaint. Council Member Richardson responded if a person came before this body and did not have the ability to fill out the form this body would perform that service. Mr. Vogt replied

this body would not fill out the complaint, but a staff member could. Ms. Richardson stated the board itself should fill out the complaint while hearing for the complainant. Mayor Edmonds stated that should not be a role completed at the table, but a member could make themselves available to assist in the complainant preparation. Council Member Vogt stated concern about police officers assisting in complaint form preparation as well as other city staff and this body. If a complaint goes to a civil lawsuit what would happen in this case. Council Member Murdock stated if a person voices a complaint before this body the first question asked should be was a formal complaint filed. If not that process should be explained not necessarily write it for them. Mr. Barr responded generally one body should not be given the power to prosecute, investigate, and make decision. He has no issue with this body assisting in the filing of a complaint, however, if it also makes decisions about complaint that could cause a problem.

Council Member Murdock asked what will be the name of this body. Mayor Edmonds suggested Civilian Complaint Review Board. Council Member Bashert suggested Citizens-Police Advisory Board.

Mayor Edmonds asked what will be the composition of the board. Council Member Richardson suggested two members from each ward and three members at large. Council Member Murdock stated he proposed five because he felt the original proposed eighteen was too large. Council Member Bashert stated five is too small because if more than two people are sick the board will not meet quorum. Mr. Murdock suggested seven. Ms. Edmonds responded seven is a reasonable size. Ms. Bashert stated she liked how Newark decided its board members through recommendations of various organizations in the community with certain job descriptions omitted from serving as a member. Chief DeGiusti stated he would encourage a broad group and encouraged a youth member and a person from the business community. Mr. Murdock stated appointments are made through the nominations by the Mayor with concurrence by Council. Who is nominated should be left up to the Mayor, if it is restricted it could create issue. Ms. Edmonds agreed with the Chief to have a youth member. Council Member Vogt disagreed strongly, because cases can be extremely difficult and a youth would be inadequately experienced and educated. Ms. Edmonds responded she is currently working with a teen leaders group and is impressed at the level of understanding they possess. She is more inclined to have one member from each ward and the remaining positions can be filled as the Mayor sees fit.

Council Member Murdock suggested board members serve three year terms, and at the inception of the board the terms are staggered one, two, and three years.

Council Member Robb asked if members should be only able to serve one term, instead of having the ability to serve indefinitely. Council Member Richardson stated she would like for members to serve at least two terms. Council Member Murdock suggested members being allowed to serve two full terms. Mayor Edmonds suggested members be not allowed to serve more than eight years.

XI. AUDIENCE PARTICIPATION –

1. Sue Melke, 330 Chidester #409, stated the summary of complaints provided by the Chief provides no explanation of findings, and asked how the board could review a complaint be that information.

Chief DeGiusti responded this is just a summary provided to Council, the board would be provided with greater detail of the complaint. Ms. Melke said if the board finds issue with discipline applied it is already too late to amend that discipline.

2. Shirley Backler, 3912 Sparrow Wood Dr., Ann Arbor, stated she met with the former City Manager because she was concerned about the current curfew because that is how many young black males get into the system. She is interested in creating a similar

board in the system. Also, she received a complaint from a mother that reported her daughter missing and the police refused to have an Amber Alert and that complaint is not included in the summary. It is important to have an oversight board in order for citizens to make complaints.

Council Member Vogt asked what should be done with youth curfews. Ms. Backler responded it should be eliminated because only black males are being arrested not white males.

3. Gretchen Marshall-Tothfejel, 217 N. Washington #4, expressed gratitude for this conversation to take place. She asked that the complaint process be accessible and public made aware.
4. Kyle Hunter, 109 Ferris St., stated one purpose of this board is to strengthen the relationship between the police department and the community. However, a goal that would be better suited is to reestablish trust instead of strengthen the relationship.
5. Audience Member, Ann Arbor, had concerns about how a police review board can be apolitical and educated because they are not the only people the police will interact with on a day to day basis. This board should be used to protect the most vulnerable people.

XII. REMARKS FROM THE MAYOR –

— Thanks the audience for their comments.

Council Member Bashert stated one of the outcomes of the development of this board is there might be more complaints. However, it should be thought of as a positive not a criticism of the police department, but a reflection of doors opening between the police and the community.

XIII. ADJOURNMENT -

Resolution No. 2017-195, adjourning the City Council Meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the Special Meeting and Work Session 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 10:00 p.m.



Draft

**CITY OF YPSILANTI
REGULAR COUNCIL MEETING MINUTES
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 a.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 –

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 Mayor Pro-Tem Brown, to approve the agenda.

Council Member Murdock moved, seconded by Council Member Bashert, to add Resolution No. 2017-204, a request by the Human Relations Commission for a special meeting regarding housing affordability for the International Village Development and to move the Consent Agenda following the approval of the agenda.

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

VI. INTRODUCTIONS –

Mayor Edmonds introduced the following individuals; City Manager Darwin McClary, City Clerk Frances McMullan, Assistant City Attorney Dan DuChene, Economic Development Director Beth Ernat, DDA Director Joe Meyers, DPS Director Stan Kirton, OHM Engineer Marcus McNamara, County Commissioner Rickey Jefferson, and Zoning Board of Appeals Member Jennifer Symanns.

VII. 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)**

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.

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)***

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.

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)***

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.

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

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.

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

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of August 15, 2017 be approved.

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

On a roll call, the vote to approve Resolution No. 2017-197 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

VIII. PRESENTATIONS –

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

Economic Development Director gave a presentation regarding a play area in Riverside Park.

Mayor Edmonds asked if the initial naturalistic scheme still going to be a part of the play structure. Ms. Ernat responded it is now focused on universal accessibility.

Council Member Murdock asked if this grant will assist in fixing the bathrooms at the park. Mayor Edmonds stated she would like to see this as a priority moving forward.

Mayor Edmonds asked how the Parks and Recreation Commission is being engaged in the next steps of this program. Ms. Ernat responded the plan is for installation in the spring with focus groups held in the fall. Ms. Edmonds asked if the Department of Public Services would install the equipment. Ms. Ernat responded that is unknown at this time.

High Scope - Amen Hratchian, Chief Financial Officer

IX. AUDIENCE PARTICIPATION –

1. Merton Hershberger, 952 Sherman, stated he would like to seek the peace of the City.
2. Nathanael Romero, 413 W. Cross, stated he has found coming to public meetings very empowered. He said it is often difficult to understand what is happening in a municipality without coming to public meetings. He thanked Council Member Murdock for reintroducing the Human Relations Commission resolution to the agenda. A reoccurring theme that developments become more public after they have been discussed for some time. He would like to incorporate a way for the public to have greater input regarding developments, and increase public outreach. He believes developments affect the entire community and he is concerned that it will increase rents in the community pushing current residents out of the City.
3. Jason Branham, 36 E. Cross, owner of Maize Cantina, stated he would like to ensure city streets stay open. The street was closed during the Heritage Festival on a Friday night which hindered business. Yet, those same businesses in Depot Town provided bathrooms to those that intended the event because there aren't any located in the park. He does not see City leaders offering a lot of solutions, what he sees is only finger pointing. He offered his support to develop a better solution.

4. Shane McFarland, 12 N. Wallace, stated he is a home owner speaking in favor of the resolution put forward by the Human Relations Commission. It is a privilege to have fixed cost as a homeowner that is not enjoyed by renters. He wants to ensure no one is pushed out of the City.
5. Helena Solano, Ypsilanti Township, spoke in favor of the International Village. Stated she believes in diversity and a development that would both be a benefit for the City and the region. She asked for Council to be thoughtful of the environmental impact.
6. Amber Fellows, 300 Jarvis, stated she is on the Human Relations Commission and thanked Council Members Murdock and Bashert for adding the HRC agenda item. She stated the HRC in conjunction with the Washtenaw Interfaith Coalition for Immigrant Rights (WICIR) will be holding a forum to discuss immigration enforcement. Much work has gone into the preparation of this forum which has been all volunteer because the HRC does not have a budget. She requested funds for the acknowledgement and appreciation for the work done to make this forum a reality. She requested \$60 in order to provide \$10 gift certificates to those providing translation services, notary services, and individuals recording the forum.
7. Devin Leatherman, 300 Jarvis, supported the HRC resolution requesting a special meeting be held concerning affordable housing and the International Village Development. He wants Council decision to be based on all residents of the City.
8. Liz Dahl MacGregoer, 103 N Lincoln, asked Council to put together a cohesive plan to protect housing affordability in Ypsilanti. The city's master plan theme is to have a safe, diverse, and sustainable city. If the city does not increase its stock of housing it is danger of losing its diversity. She urged Council to adopt an inclusionary zoning model, or community benefit ordinance, which would require any developer given any incentive have a percentage of affordable housing. She asked for greater transparency in what happens in the City.
9. Michael Simmons, 128 Bell St., does not understand how a conversation about the installation of play equipment in Riverside Park before the bathrooms are in workable order. Also, dogs are being allowed to roam around the park without leashes with owners not cleaning up after the animals.

X. REMARKS BY THE MAYOR –

- At the closing of the meeting she will propose the development of an affordable housing task force. The task force would include representation from the Ypsilanti Housing Commission, Planning Commission, Human Relations Commission, a city business owner, a landlord, and two other at large members. If Council decides to move forward with this task force it would begin meeting in October for three months to research best practices in maintaining housing affordability. The task force would present to Council after three months their findings with a recommendation to Council.

Council Member Murdock stated he hopes he was helpful in resolving Mr. Branham's issue. He was not aware the Cross St. was closing for Heritage Festival, but he was happy a fair resolution could be found.

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.

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: Mayor Pro-Tem Brown
SECONDED BY: Council Member Bashert

Ms. Ernat provide an overview of the property located at 220 N. Park and proposals staff has received regarding the property. She explained why Norfolk Group, LLC was decided among the five submitted proposals.

Norfolk Group LLC CFO Mark Johnson and Co-owner Jim Franke provided an overview of their company and past developments.

Ms. Ernat stated there will be a due diligence period of ninety days followed by a twelve month site plan review process.

B. Open public hearing

1. Hank Prebys, 301 N. Grove, stated he lives across the street from the proposed site. The potential for sixty additional units would also add vehicles to the road and the access to Michigan Ave. has been closed on Park and Grove. This would cause greater traffic and the additional density is a concern among neighbors of the area.

2. Brian Foley, 425 Ainsworth Cir, likes the proposed project and the conceptual design but he would like local contractors to be used for the project. If the City adopts this proposal he would like local contractors and subcontractors to be eligible to bid.
3. Michael Simmons, 128 Bell St., asked if the minimum price for purchase would be \$25,000.

Council Member Bashert responded in the affirmative.

4. William Simmons, resident, asked if the developer has checked into using local contractors to complete the project.

Mr. Franke responded the project is not at that point yet.

5. Merton Hershberger, 952 Sherman, supported people occupying the City.
6. Rod Johnson, 310 N. Grove, stated there are only thirty-five homes in the neighborhood and this development would change the nature of the neighborhood. We would like additional input from the neighborhood and for the development to continue the character of the homes currently there.
7. Mary Ellen Hagenauer, 309 N. Grove, stated the City must be careful not to change the character of the neighborhood. She explained the only issue she has with the development is the proposed density. She asked if the RFQ was completed prior to Park and Grove St. closures because this is going to create a traffic issue. Linking them to Locust will not solve the issue because it is basically an alley.
8. Patricia Deboer, 309 N. Park, stated a train passes through that area quite frequently and the design has homes placed close to the track. Her concern is not only for current neighbors but for those that will live in the development. She hopes noise calming methods will be used to control the sound.
9. Sue Melke, 330 Chidester #409, asked for the single story units be accessible.

Mr. Franke responded the process has not at the architectural phase of the development.

10. Nathanael Romero, 413 W. Cross St., asked what a charrette is and when they occur.
11. Jill Dieterle, 321 High St., stated she is concerned that an RFQ was sent stating a minimum of twenty-five when that seems far too dense for that area.
12. Amber Fellows, 300 Jarvis, stated the HRC passed a resolution requesting a special meeting be held after the due diligence period and prior to approval of a purchase agreement. She would like to add a special meeting specific to this development. She said she is excited about the possibility of a housing affordability task force but she does not want that future work to take away from the engagement of current proposed development. From what she has learned by the time the public is made aware of a development it is too late in the process to make meaningful comment. Transparency and accessibility are the ways to hold governments accountable and it is important for city governments to include the public in important decisions.

13. Liz Dahl MacGregor, 103 N. Lincoln, stated this neighborhood will change as will the city. Ypsilanti is going to see a population explosion and it is behind in policy to protect the accessibility to affordable housing, which is why she advocates for higher density. She asked if Council will have another opportunity to place requirements on the development for affordable housing.

14. Jason Branham, business owner 36 E. Cross, asked if a property could be homesteaded in order to keep rents from increasing.

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

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: Mayor Pro-Tem Brown

SECONDED BY: Council Member Vogt

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

Ms. Ernat stated a charrette is a body that looks at low level areas with respect to design. It is a smaller community meeting driven by neighborhood and is very interactive.

Council Member Bashert stated she has examined a variety of developments performed by Norfolk and was happy with what she saw. She asked why it is thought there will not be environmental clean-up associated with this project. Ms. Ernat responded when the property was demolished both a Phase 1 and 2 studies were completed. However, there are pockets of the site that were not tested and the developer wants to protect themselves from any potential issues. Council Member Murdock stated the packet did not state if a phase two study was completed. Ms. Ernat responded in the affirmative. Mr. Murdock asked what was on that property prior to demolition. Ms. Ernat responded the only areas of concern held railroad tracks. Mr. Murdock asked if that site was always empty other than track. Ms. Ernat responded she believes Marsh Plating access to the site. Council Member Richardson stated if a need for environmental remediation is found who will be responsible. Ms. Ernat responded the developer would be responsible, with the possibility of being reimbursed through taxes. Ms. Bashert asked what percentage of the brownfields is the city responsible. Ms. Ernat responded around 40 mils. Ms. Bashert stated the increase traffic flow of the proposed development is a cause for concern. Ms. Ernat responded the developer is aware of the circulation and asked if there is a possibility to acquire the right-of-way to help mitigate the problem. Ms. Bashert asked if the approvals were going to take twelve months. Ms. Ernat responded it will take twelve months to complete approvals, which will include at several more meetings. Ms. Bashert stated it is unfortunate that those who requested additional public meetings have left prior to hearing there are many more meetings for this development.

Council Member Richardson stated she is concerned about the density, and said 60 units is too many. She would also like Ypsilanti contractors used in the construction of this development. The people of Ypsilanti need jobs, and every time she drives by the Parkridge development the individuals she sees making significant money are from Grand Rapids. She is developing a community benefit agreement (CBA) to insure the people of Ypsilanti find work in private-public developments. Mayor Edmonds stated in meetings with Norfolk strategies on the use of local contractors. Ms. Ernat clarified Norfolk is looking for contractors and have worked with the listed contractors in past projects. Mr. Franke responded in the affirmative. She added if the purchase agreement is approved tonight anything created in the future would not apply to this agreement. Ms. Richardson responded she has concerns about the approval if the community benefit ordinance could not be applied. Council Member Murdock stated the city does not need a community benefit

ordinance because Council can set what should be included in the agreement. Council is being asked to approve a purchase agreement without a firm understanding of what the development will look like. If this is approved there is no way to for Council to ensure affordability, use of local contractors, and other stipulations will be included in the contract. Ms. Ernat responded those items were not included in the RFQ, and would be unfair to include it in the purchase agreement. Mr. Murdock replied it is not fair to expect Council to approve a purchase agreement that does not include any real detail about the project. Mr. Murdock stated there is a minimum cost of purchase but there is not a minimum of what will be built, what the taxable value, and the assessed value will be. Assistant City Attorney Dan DuChene responded the purchase agreement incorporates the bid fully stated wherein. If a site plan is submitted for a single home it would be nowhere near what the development was proposed to be there would be serious issue. Ms. Richardson stated it appears staff has not been listening, or hearing what Council has been saying because Council has been discussing these issues for some time. She said the city must take care of its people and development of city owned land must give preference to local contractors. Ms. Edmonds stated Council is waiting for the procurement policy to return to Council for approval, which will address some of these issues. Mr. DuChene responded it will be coming very shortly.

Council Member Bashert agreed with Council Member Richardson, but in a city with a population of 21,000 all trades needed for construction will not be present. This is an ongoing issue and to Council it seems staff does not have the enthusiastic support of hiring local contractors. She asked why solar power is not included in every unit included in this contract. Ms. Ernat responded because it is not always financially feasible. Ms. Bashert asked if solar power and other green alternatives be added to this package. Ms. Ernat responded it has been offered and was included in the RFQ, but it is not feasible to demand solar power on every unit. Ms. Bashert responded this development is beginning as a blank slate and the design could provide most units southern exposure to make solar power effective. She would like to see that in this and future proposals as well as hiring local.

Council Member Vogt stated the main concern with this development is density, with the main aspect of that concern is increased traffic volume. He asked is anything known at this time about increased traffic flow. Ms. Ernat responded no, but the Planning Commission is charged with answering those questions. Mr. Vogt stated through forty years of traveling on Park, Grove, and High streets he does not recall seeing any traffic so there must be room for development. However, he is not certain at what level to increase the density of the development.

Council Member Robb stated the argument of increased traffic is a red hearing. In the past 1,200 cars used Park St and 600 cars that used Grove St so maximum density will have little impact. There will be greater traffic than the very limited amount there is today but not to a degree that would call for limiting the density. He does not like development projects that Council is being asked to approve something without solid detail, and he has concerns about this. He also does not like that this came before Council the day after Labor Day. He will vote no on the purchase agreement because he does not believe it is the right time, however, it might be the right project but it does not include enough detail to make a decision. Mayor Edmonds asked what detail would be needed to make a design and at what time. Mr. Robb stated there would be a very different footprint between twenty-five and sixty units. Ms. Edmonds responded a development would not create these designs without an initial go ahead from Council. Mr. Robb stated if Council Members were allowed to sit on the Planning Commission concerns could be expressed through that process. Council Member Murdock agreed with Council Member Robb in being against making a decision with little input in what the development will actually be. Also, there will be a huge discrepancy in cost between twenty-five and sixty units, and no timeframe is listed for completion of the development. He does not want to vote against this but would like to table it to gather more information. Mr. Franke stated the project would be completed as quickly as the market allows. Ms. Edmonds asked the developer would build as it sells units. Mr. Franke responded essentially yes.

Council Member Murdock stated the car museum has a long term lease with the city for the proposed land this development would use for the path to Depot Town. Also, all the wild animals living on the site will need to be live trapped so they are not chased into the surrounding neighborhood.

Council Member Richardson stated she is not opposed to this development but there is detail of the project she would need before making a decision. Ms. Ernat stated Council could move to amend the purchase agreement and ask the

petitioner if they agree to allow final site plan approval at City Council. Mayor Edmonds asked if there is an openness to making that concession. Mr. Franke responded Norfolk would not have an issue if the city attorney agrees. Mr. DuChene stated his concern for the wording of the amendment. He would prefer "development plan" to "site plan". Ms. Richardson stated she would prefer not to make the amendment on the floor. Ms. Edmonds responded the amendment would only add another approval step. Council Member Murdock stated he would be doubtful the Planning Commission would review several topics being discussed here tonight. Mr. Franke asked if the City has a development agreement process. Mr. DuChene responded no. Mr. Franke suggested entering a development agreement before planning on expending funds for this development. Ms. Edmonds asked if this is postponed until the first meeting in October would the purchase agreement still be honored. Mr. Franke recommended that Norfolk and the City's attorney's with the assistance of staff develop a new purchase agreement, which would extend the time and require a development agreement.

Council Member Murdock moved, seconded by Council Member Richardson to postpone Resolution No. 2017-195 until the October 17th Council Meeting.

On a roll call, the vote to postpone Resolution No. 2017-195 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	No
Council Member Bashert	Yes		

VOTE:

YES: 6 NO: 1 ABSENT: 0 VOTE: Carried

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

- ~~6. 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)**~~
- ~~7. 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)**~~
- ~~8. 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)**~~
- ~~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.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

WHEREAS, the City of Ypsilanti has seven (7) dispensaries serving medical marijuana 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 marijuana patients, possibly forcing them to the black market; and

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

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council opposes action from the Medical Marijuana 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: Council Member Bashert

SECONDED BY: Council Member Murdock

Council Member Bashert moved a friendly amendment to change “present” to “prevent”. Agreed by Council Member Murdock.

Mayor Edmonds stated this was brought forward to make the public aware the city was against the closing of medical marijuana dispensaries.

On a roll call, the vote to approve Resolution No. 2017-203 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

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

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: Council Member Robb

SECONDED BY: Council Member Vogt

On a roll call, the vote to approve Resolution No. 2017-205 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. 2017-204, approving the request of the Human Relations Commission to hold a special meeting specific to the International Village Development. **(Added)**

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI

WHEREAS, The Human Relations Commission of the City of Ypsilanti recommends City Council hold a public meeting specific to the International Village Development and affordable housing upon completion of the due diligence period and prior to the approval of a purchase agreement.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council agrees to schedule a special meeting specific to affordable housing and the International Village Development.

OFFERED BY: Council Member Murdock

SECONDED BY: Council Member Richardson

Council Member Murdock stated there was just an example at this meeting why a special meeting should be held for developments that Council isn't being pressured to make a decision on the same night. This meeting could include the detail of the development including community benefit stipulations as well as affordable housing. This meeting should not interfere with anything that will be voted on at the October 19th meeting regarding this development.

Council Member Bashert stated she is unwilling to include language "specific to affordable housing" but she supports holding a special meeting regarding this development. To her knowledge the International Village does not include an affordable housing element nor does she believe it belongs in the development. However, she agrees with the justifiable demand for greater governmental transparency and community engagement.

Council Member Richardson stated this meeting is definitely necessary, and has had several inquiries regarding the development. In addition she is not against the affordable housing aspect and would like further information on renting practices.

Mayor Edmonds stated she spoke with Fair Housing who confirmed housing laws do not allow restrictions on rents for any reason. Council Member Richardson stated that might be the standard but it happens all the time.

Council Member Vogt supported the idea of holding a special meeting and has received many questions regarding Water Street and potential developments. He is sympathetic to the need for low cost housing, but it does not need to be included in every single development. He does not want to see damage done to this development because of an affordable housing requirement. In his opinion there are other developments, inside and outside the city, other than the International Village to address affordable housing.

Council Member Robb stated if the Council ignores affordable housing in this development, which could add approximately 3,000 people to the population than Council does not care about affordable housing. Council Member Bashert stated this city is carrying the majority of affordable housing in this county. Secondly, Council Member Murdock and her spent two months trying to save affordable housing at Cross Street Village at the risk of losing tax revenue for the city. No one the city is more committed to saving affordable housing in this city than her, but Ypsilanti is doing its share.

Council Member Bashert moved, seconded by Council Member Vogt to strike affordable housing from the resolution.

Council Member Bashert stated Ypsilanti is carrying 21% of affordable housing through the entire county. The City of Ann Arbor is carrying 5%. Ypsilanti is carrying the burden of affordable housing for this community, and she is proud the city has a wealth of affordable housing, but its time Ypsilanti's neighbor.

Council Member Murdock stated there are two pieces of property the City controls; one is the former Boys and Girls Club and the other is Water Street. If Council is not going to try to influence developers with this city's core values it would be a mistake. At this point Council has no idea what the International Village Development will be, other than a brief presentation. Council Member Bashert stated if the city continues to carry the burden of affordable housing then it becomes a participant in enabling the rest of the county to avoid addressing affordable housing. She does not support an affordable housing discussion for the International Village Development.

Council Member Vogt stated he is not opposed to staff negotiating with the developer about the possibility of affordable housing being part of the development. However, he cautions the public stance to kill this development if it does not have affordable housing.

Council Member Murdock stated his interest is to have a meeting specific to the International Village Development, and if removing the affordable housing stipulation from the resolution gets to that point he would be for it. Council Member Richardson stated she would agree to remove "specific" from the resolution but not affordable housing.

City Manager McClary stated before affordable housing can be addressed first what affordable housing must be defined, and what level is appropriate for this community. How affordability can be measured and 100% of this community cannot be affordable for everyone. He welcomes the Human Relations Commission prompting a community discussion of housing affordability and what that means. However, it should not be tied to a specific development. The City should develop a benchmark of housing affordability and apply that moving forward. Council Member Murdock stated the discussion of affordability does not have to be specific to a development it was only how this resolution was written.

Council Member Vogt moved, seconded by Council Member Richardson to extend the meeting until 11:00 p.m.

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

On a roll call, the vote to amend Resolution No. 2017-204 was as follows:

Mayor Pro-Tem Brown	No	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: 3 NO: 4 (Brown, Murdock, Richardson, Robb) ABSENT: 0 VOTE: Failed

Council Member Richardson called the question.

On a roll call, the vote to approve Resolution No. 2017-204 was as follows:

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

VOTE:

YES: 4 NO: 3 (Edmonds, Vogt, Bashert) ABSENT: 0 VOTE: Carried

XIII. LIASON REPORTS –

- A. SEMCOG Update – Council Member Richardson stated the last meeting involved a tour of the national parks located downriver. Near Gibraltar there is a wildlife sanctuary being built and what has already been done is fantastic. She said a mayor she spoke with discussed about telling the story of the Wyandotte tribe correctly, which is something needing to be done countrywide.
- B. Washtenaw Area Transportation Study – Council Member Murdock stated the last meeting a report indicated there is information the city is supposed to gather regarding the lane reduction on Hamilton, Huron, and Washtenaw in 2012 and again in 2016. These projects are on hold because MDOT needs the completed analysis.

Mr. McClary asked who MDOT is communicating with because his office has not been contacted. He said and DPS Director Kirton will speak with MDOT.

- C. Urban County - None
- D. Ypsilanti Downtown Development Authority - None
- E. Eastern Washtenaw Safety Alliance - None
- F. Police-Community Relations/Black Lives Matter Joint Task Force - None
- G. Friends of Rutherford Pool - None
- H. Housing Equity Leadership Team – Mayor Edmonds stated conversation has been tied to fair housing.
- I. Economic Development Coordinating Committee – None

XIII. COUNCIL PROPOSED BUSINESS –

Robb

- Asked when Council will receive a resolution to update rental inspection fees. He said the city is subsidizing the rental agencies.

Ms. Ernat responded an amount was asked for, however, due to certain variables that an accurate analysis could not be completed. Council Member Robb stated if staff cannot calculate the fees that work should be contracted. Too much money is being left on the table. Mr. McClary his understanding of the original request was to calculate what a rental inspection costs. If Council wants a fee schedule for rental inspections staff will provide that, however, it will not be based on an individual inspection it will be based on a macro formula. Mr. Robb asked if the City Manager is comfortable charging \$166 and if so a resolution should be brought to Council. If he is not comfortable with charging \$166 then the analysis was not completed. Mr. McClary stated staff will look at it further. Council Member Murdock stated an audit preformed a few years ago found the inspection fees were low. During budget staff explained to Council the fees were close to being accurate.

Bashert

- Cross Street Village has run out of options, and MSHDA appears to be more developer friendly than resident friendly. The Ypsilanti Housing Commission sent an offer to purchase the building but were denied because the offer was too low. A private individual tried to purchase the building but again was unsuccessful. Essentially the PILOT program has ended as of August 31st and the building becomes taxable.

Mr. McClary clarified the building becomes taxable on July 1, 2018. Council Member Bashert stated the market rate of that building should be \$12.5 million as determined by the owner.

- Have staff been assigned to the Sustainability Commission.

Mr. McClary responded he is the staff liaison for the Sustainability Commission. Council Member Bashert asked if that includes doing minutes. Mr. McClary responded in the affirmative, until a recording secretary is hired.

- Ypsilanti passed a resolution against Line 5 which passes oil through the great lakes and Mackinaw Straights. There have been numerous protests resulting from this pipeline.

- Asked about the 507 Fairview tree removal.

- Asked about the sewage smell at 954 W. Cross.

- She asked if there is a staff person assigned to see.click.fix.

Mr. McClary responded that will be discussed tomorrow during the Department Head meeting but he is fairly certain he will be the point staff person.

Richardson

- Stated the Summerfest at Parkridge was fantastic, and commended the committee for their work.

XIV. COMMUNICATIONS FROM THE MAYOR –

- She has been working with a number of local teens included Dequan Harrison who is implementing a "Casket Crusade". This will involve a partnership with the police department, sheriff's department, and multiple other organizations. It will consist of a series of marches to bring awareness to violence and the school to prison pipeline. Each march, starting Saturday, September 16th, will end in a community resource fair.

- Asked for Council feedback regarding the housing affordability task force.

Council Member Bashert stated a member of the Sustainability Commission should be a member.

- The evaluation of the City Manager and Clerk is slightly behind and the evaluation tool for the City Manager has been update.

XV. COMMUNICATIONS FROM THE CITY MANAGER –

- The City Manager Report was distributed to Council.

Mayor Edmonds asked if the Police Chief should begin recruiting an additional officer a process that takes around seven months. That officer would not be through the hiring process until the next budget.

Council Member Murdock stated everyone has an idea of how the money freed up by the passage of the debt millage. He prefers to move through the budget process as normal because things can change.

Council Member Bashert stated she would have appreciated an update on the Cross Street Village. Mr. McClary stated the administration met with a representative of Cross Street Village to reiterate the PILOT is expiring, and there was discussion with the attorney regarding the PILOT agreement. The discussion also touched on the potential to maintain at least some of the units as affordable. Ms. Bashert asked that Council be kept informed on what is happening with Cross Street Village.

Council Member Richardson asked who the alley on Huron and Michigan belongs to. Mr. McClary responded the alley is a sixteen foot behind the commercial buildings. The alley then comes down to a parking lot half of the lot is owned privately the other half is part of the City owned alley. The owner's complaint is the city allowed fire escapes to be installed on a portion of the alley, which is owned by the city. The complaint also lists a private owner installing a fence on their property coupled with the fire escapes inhibits trucks from servicing his property. This is more of a dispute between two property owners and the city is being asked to assist in finding a resolution. Ms. Ernat stated if the city gets involved it will hurt all parties that use that ally. Council Member Robb asked if people are parking in a city alley why are they not told to move, or be towed. Mr. McClary stated if action is taken with one owner action will need to be taken on all property owners. Council Member Murdock stated he does not understand how the city allowed the alley to be encroached on without vacating the alley. Ms. Ernat responded this took place in the 1020s. Mr. McClary stated permits should have been written for the fire escapes but they were not.

XVI. COMMUNICATIONS –

XVII. AUDIENCE PARTICIPATION –

1. Amen Hratchian, Chief Financial Officer high Scope, apologized for missing the presentation. High Scope has been in the area for fifty years and deeply cares about children and equity. He thanked city staff for assisting in looking into expansion for High Scope. He hopes to return to Council to share plans for expansion of High Scope.
2. Nathan Phillips, 509 Washington, stated a lawyer tried to take his daughter away. He and his daughter left Ypsilanti until she turned eighteen. She turned eighteen on Monday which is why he returned to the City. He is not happy with the lawyer.

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

On a roll call, the vote to adjourn to closed session 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

Council Member Bashert moved, seconded Council member Vogt by to extend the meeting until 11:30 p.m.

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

XX. ADJOURNMENT –

Resolution No. 2017-206, 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 11:55 p.m.



REQUEST FOR LEGISLATION
September 19 2017

From: Joe Meyers, Community Development Manager

Subject: Eastern Michigan University: Homecoming 2017 "Follow the Green & White Road"

SUMMARY & BACKGROUND:

Eastern Michigan University's upcoming 97th annual homecoming celebration has the theme of "Follow the Green & White Road." Eastern Michigan University would like to partner with local businesses to paint storefront windows with depictions of school spirit, prominently featuring EMU's school colors, mascot, and logo.

Under the City Code of Ordinances' Zoning Code, this would be considered a type of building-mounted sign and would also require them to seek a permit. In 2016, City Council authorized staff to issue a blanket permit to EMU for the EMU Homecoming window signs; prior to 2016, EMU's Homecoming Court had difficulty finding willing partners in the project.

STAFF RECOMMENDATION

The City has an opportunity to enable local businesses to support a major school spirit event involving our student population. This action would help to foster a stronger town-gown relationship and help to encourage students to seek out participating businesses.

Staff recommends that Council resolve to direct staff to issue a blanket permit for window signs of any size for the month of October for businesses that participate with the Homecoming Court's "Paint the Town Green" project.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution

CITY MANAGER APPROVAL: _____

COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2017 - 214
September 19, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti has a longstanding positive relationship with Eastern Michigan University; and

WHEREAS, *Follow the Green and White Road* is the theme of this year's homecoming celebration; and

WHEREAS, Eastern Michigan University wishes to partner with local businesses to paint storefront windows with images of school spirit during Homecoming Week, October 16 through 21; and

WHEREAS, The City of Ypsilanti supports the celebration of Homecoming Week; and

NOW THEREFORE BE IT RESOLVED THAT THE YPSILANTI CITY COUNCIL supports and approves the issuance of a blanket permit for window signs of any size for the month of October for businesses that participate with the Eastern Michigan University's "Follow the Green & White Road" homecoming spirit project.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



REQUEST FOR LEGISLATION

September 19, 2017

To: Mayor and Council

From: Darwin D. P. McClary, City Manager

Subject: EXTENSION OF AGREEMENT FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE – DELIVERY OF CONGREGATE MEAL SERVICES – YPSILANTI SENIOR COMMUNITY CENTER

SUMMARY & BACKGROUND: The City of Ypsilanti administers a senior nutrition program at the Ypsilanti Senior Community Center and is a subrecipient of federal financial assistance through Washtenaw County in the amount of \$8,000 annually for the delivery of congregate meal services to qualifying Washtenaw County residents (senior citizens). The county is requesting that the city consider extending the contract for these services for one additional year for the period of October 1, 2017, to September 30, 2018. Senior Center Program Coordinator Monica Prince can provide additional information on the details of the senior meals program.

Attached are copies of the current Agreement for Subaward of Federal Financial Assistance and the proposed contract extension for the information of council.

RECOMMENDED ACTION: Approve the amendment to the Agreement for Subaward of Federal Financial Assistance between the County of Washtenaw and the City of Ypsilanti extending the term of the agreement from September 30, 2017, to September 30, 2018, and authorize the City Manager to execute all necessary documents related to the agreement amendment.

ATTACHMENTS:

2017-18 Amendment to Agreement for Subaward of Federal Financial Assistance

2016-17 Agreement for Subaward of Federal Financial Assistance – Senior Meals Program

CITY MANAGER APPROVAL: DDPM

COUNCIL AGENDA DATE: 09/19/17

CITY MANAGER COMMENTS: Recommend approval

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2017 - 218
September 19, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti entered into an Agreement for Sub-award of Federal Financial Assistance with the County of Washtenaw dated October 11, 2016, to permit the city to serve as sub-recipient of \$8,000 in federal funds for the delivery of congregate meal services to qualifying Washtenaw County residents (senior citizens) for program year 2016-17 commencing on October 1, 2016, and terminating on September 30, 2017; and

WHEREAS, the County of Washtenaw has requested that the city approve an amendment to the agreement to extend the period of the agreement from September 30, 2017, to September 30, 2018, to cover program year 2017-18;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF YPSILANTI that the Ypsilanti city council does hereby approve the amendment to the County of Washtenaw, Michigan, Agreement for Sub-award of Federal Financial Assistance for the Ypsilanti Senior Community Center senior meals program dated October 11, 2016, to extend the term of the agreement to September 30, 2018; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute all necessary documents related to the contract amendment on behalf of the city.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



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September 8, 2017

45807.1

Darwin McClary
City Manager
City of Ypsilanti Senior/Community Center
Ypsilanti, MI 48197

Dear Darwin McClary

Washtenaw County wishes to amend the contract with your agency. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please print two (2) copies and sign each copies (2 copies with original signatures) and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and **City of Ypsilanti Senior/Community Center** dated **October 1, 2016 or change to CR # 45807** as follows:

Amend ARTICLE IV – TERM to extend the contract as follows:

"This contract shall be in full force and effect for the term of one (1) year commencing October 1, 2017 terminating on September 30, 2018."

All other terms and conditions remain the same as in the original contract

ATTESTED TO: WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____ (DATE)
Gregory Dill
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: _____ (DATE)
Andrea Plevak
Director, Office of Community &
Economic Development

By: _____ (DATE)
Darwin McClary
City Manager
City of Ypsilanti Senior/Community Center

APPROVED AS TO FORM:

By: _____ (DATE)
Curtis N. Hedger
Office of Corporation Counsel

COUNTY OF WASHTENAW, MICHIGAN

CR 45807

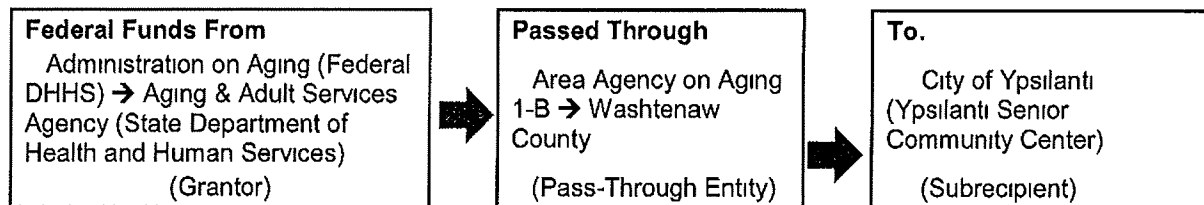
Agreement for Subaward of Federal Financial Assistance

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government and indirectly from the State of Michigan and several local entities. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this 1st day of October, 2016, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, City of Ypsilanti (Ypsilanti Senior Community Center) located at One South Huron Street, Ypsilanti MI 48197 (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the Washtenaw County Senior Nutrition Program as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement



ARTICLE I – REQUIRED DATA ELEMENTS

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

Subrecipient Name (must match registered name in DUNS)	City of Ypsilanti
Subrecipient DUNS Number	13-133-6260
Federal Award Identification Number (FAIN)	17-9052-CH
Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency)	10/1/2016
Subaward Period of Performance (start and end date)	10/1/2016-09/30/2017
Amount of Federal Funds Obligated by this Agreement	\$761,979

Total Amount of Federal Funds Obligated to the Subrecipient	\$8,000
Total Amount of the Federal Award	\$761,979
Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170)	Programs must provide an appropriate meal, which complies with the current Dietary Guidelines for Americans and provides one-third of the Dietary Reference Intakes (DRI) Meals must be provided to eligible people aged 60 and over and their spouses or caretakers Local projects may also provide nutrition education, nutrition counseling and other nutrition services, as appropriate, based on the needs of meal participants
Name of Federal Awarding Agency	Departmental of Health & Human Services
Name of County (Pass-Through Entity)	Washtenaw County
Name and Contact Information for Awarding Official	Moonson River Eninsche, eninschem@ewashtenaw.org , 734-544-3006
CFDA Number and Name	93 045, Special Programs for the Aging_ Title III, Part C_Nutrition Services
Is this Subaward for Research and Development? (answer Yes or No)	NO
Indirect Cost Rate for the Federal Award (either an approved federally recognized indirect cost rate negotiated between the Subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the County and Subrecipient or a de minimus indirect cost rate of 10% of modified total direct costs may be used) Subrecipient may choose to charge only direct costs to this agreement	NA

In consideration of the promises below, the parties mutually agree as follows

ARTICLE II - SCOPE OF SERVICES

The Subrecipient will be responsible for administering senior nutrition services in a lawful and proper manner as detailed in

- Attachment A-CONG, Delivering congregate meal services to qualifying Washtenaw County residents as outlined in the "AAA 1-B Request for Proposals and Operating Standards Manual FY 2017- 2019" published by the Area Agency on Aging 1-B

Upon completion of the above services and submission of quarterly invoices, the County will pay the Contractor an annual amount not to exceed \$8,000

ARTICLE III - PAYMENT AND CASH MANAGEMENT

If the County is paid in advance by the federal awarding agency under the above named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below

Section 1 - Cash Advances The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both

- 1 written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
- 2 financial management systems that meet the standards for fund control and accountability as defined in Section 200 305 of the Uniform Guidance

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient

Section 2 - Reimbursement If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County This may be done on a monthly or quarterly basis The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

ARTICLE IV - REPORTING OF SUBRECIPIENT

Section 1 - The Subrecipient is to report to the Office of Community & Economic Development Director and will cooperate and confer with him/her as necessary to insure satisfactory work progress

Section 2 - The Subrecipient shall submit financial reports monthly to the designated Human Services Specialist The Subrecipient shall submit monthly programmatic reports to the designated Human Services Specialist

Section 3 - All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc) Final financial and programmatic reports shall be submitted by the Subrecipient within 30 days of the end of this agreement unless an extension of time is granted in writing by the County

Section 4 - The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200 400-475 of the Uniform Guidance

Section 5 - The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of three years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request

Section 6 - All reports made in connection with these services are subject to review and final approval by the County Administrator

Section 7 - The County may review and inspect the Subrecipient's activities during the term of this agreement

Section 8 - When applicable, the Subrecipient will submit a final, written report to the County Administrator

Section 9 - After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies

Section 10 - The Subrecipient shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement

Section 11 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement

Section 12 - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it

ARTICLE V - TERM

This agreement begins on 10/1/2016 and ends on 09/30/2017 *with an option to extend an additional 2 year(s)* No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County

ARTICLE VI- RESPONSIBILITIES OF THE SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200 302-304), procurement (Sections 200 317-326), and property management (Sections 200 310-316)) of the Uniform Guidance

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200 501 of the Uniform Guidance The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U S Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this agreement

Section 4 - The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid

solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources

Section 5 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement

- 1 Standard Assurances
- 2 Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements
- 3 Audit Certification

ARTICLE VII – SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons

- 1 Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances
- 2 Failure to comply with the requirements or statutory objectives of federal or state law
- 3 Failure to follow agreement requirements or special conditions
- 4 Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding
- 5 Failure to submit required reports
- 6 Filing of a false certification on the application or other report or document
- 7 Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions

ARTICLE VIII- PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the County's written approval

Section 2 - The Subrecipient will not hire any County employee for any of the required services without the County's written approval

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii

ARTICLE IX-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE X - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient.

ARTICLE XI- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

1 Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.

2 Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this agreement.

3 Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as

additional insured on automobile liability policy with respect to the services provided under this contract

4 Fidelity Bonding covering employee theft from employer

5 Third Party Fidelity (Crime Bond) with a minimum of \$50,000, covering employee theft from participant

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o: Office of Community & Economic Development, 415 West Michigan, Suite 2200, Ypsilanti, MI 48197 CR# 45807, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

ARTICLE XIII - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XIV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Subrecipient will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment, upgrading, demotion or transfer, recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.

The Subrecipient agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Subrecipient, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$12.93 per hour with benefits or \$14.43 per hour without benefits. Agreementor agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2017 and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - ASSIGNS AND SUCCESSORS

This agreement is binding on the County and the Subrecipient, their successors and assigns. Neither the County nor the Subrecipient will assign or transfer its interest in this agreement without the written consent of the other.

ARTICLE XVIII - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

ARTICLE XIX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXI - PAYROLL TAXES

The Subrecipient is responsible for all applicable state and federal social security benefits and unemployment taxes for its employees and agrees to indemnify and protect the County against such liability.

ARTICLE XXII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Subrecipient, will be incorporated into this agreement by written amendments signed by both parties.

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of

address or personnel affecting this agreement Changes in dates, budget, or services are subject to prior written approval of the County

ARTICLE XXIV - CHOICE OF LAW AND FORUM

This agreement is to be interpreted by the laws of the State of Michigan The parties agree that the proper forum for any disputes or litigation arising out of this agreement is in Washtenaw County, Michigan

The County and the Subrecipient agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract It is specifically understood and agreed that neither party will indemnify the other party in such litigation This is not to be construed as a waiver of governmental immunity for either party

ARTICLE XXV - EXTENT OF AGREEMENT

This written agreement, including any attachments thereto, represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral

ARTICLE XXVI - PRIVACY / THIRD PARTIES

This agreement is solely between the County and Subrecipient No other parties are part of this agreement This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor

ARTICLE XXVII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect

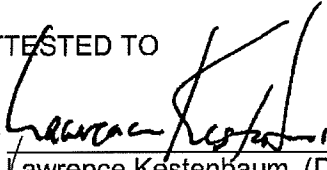
ARTICLE XXVIII - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement

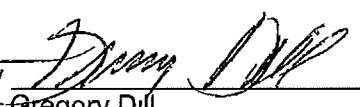
ATTESTED TO

By

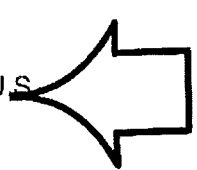

Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY (Pass-Through Entity)

By


Gregory Dill
County Administrator

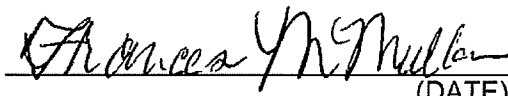
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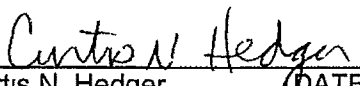
APPROVED AS TO CONTENT

City of Ypsilanti (Ypsilanti Senior Community
Center)

By  10/31/16
Andrea Flevek (DATE)
Interim Director
Office of Community & Economic
Development

BY  10/11/16
(DATE)

APPROVED AS TO FORM

By  11-30-16
Curtis N. Hedger (DATE)
Office of Corporation Counsel

STANDARD ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant

- 1 Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application
- 2 Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives
- 3 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain
- 4 Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency
- 5 Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F)
- 6 Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps, (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age, (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application
- 7 Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
- 8 Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
- 9 Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements

- 10 Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more
- 11 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91-190) and Executive Order (EO) 11514, (b) notification of violating facilities pursuant to EO 11738, (c) protection of wetlands pursuant to EO 11990, (d) evaluation of flood hazards in floodplains in accordance with EO 11988, (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq), (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U S C §§7401 et seq), (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P L 93-523), and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P L 93- 205)
- 12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq) related to protecting components or potential components of the national wild and scenic rivers system
- 13 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U S C §470), EO 11593 (identification and protection of historic properties), and the

Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a-1 et seq)

- 14 Will comply with P L 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance
- 15 Will comply with the Laboratory Animal Welfare Act of 1966 (P L 89-544, as amended, 7 U S C §§2131 et seq) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance
- 16 Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures
- 17 Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget
- 18 Will comply with all applicable requirements of all other Federal laws, executive orders regulations, and policies governing this program
- 19 Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U S C 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award

BY Theresa Y. Miller 10/11/16
(DATE)

Signature of Subrecipient's Authorized Representative

City of Ypsilanti, (Ypsilanti Senior Community Center)
Name of Subrecipient Organization

City Manager
Title of Subrecipient's Authorized Representative

10/11/16
Date Submitted

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

1 LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions,

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from covered transactions by any Federal department or agency,

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification, and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default, and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3 DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition,

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace,

STANDARD ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant

- 1 Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application
- 2 Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives
- 3 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain
- 4 Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency
- 5 Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F)
- 6 Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps, (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age, (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application
- 7 Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
- 8 Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
- 9 Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction sub-agreements

(2) The grantee's policy of maintaining a drug-free workplace,

(3) Any available drug counseling, rehabilitation, and employee assistance programs, and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace,

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a),

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement, and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction, (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction Employers of convicted employees must provide notice, including position title, to Washtenaw County Administrator's Office, 220 N Main, P O Box 8645, Ann Arbor, MI 48107-8645 Notice shall include the identification number(s) of each affected grant,

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency,

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f)

B The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant

Place of Performance (Street address city, county, state, zip code)

1015 North Congress

Ypsilanti, MI 48197

Check ☐ if there are workplaces on file that are not identified here

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85 605 and 85 610-

A As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

B If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to Washtenaw County Administrator's Office, 220 N Main, P O Box 8645, Ann Arbor, MI 48107-8645 Notice shall include the identification number(s) of each affected grant

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications

City of Ypsilanti (Ypsilanti Senior Community Center)
Name of Subrecipient Organization

Frances M. Mullan
Printed Name and Title of Subrecipient's Authorized Representative
Frances Mullan
City Manager

Signature of Subrecipient's Authorized Representative

Date

10/11/16

Subrecipient Audit Certification

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program Washtenaw County Senior Nutrition Community Site

CFDA Number 93.045

Subrecipient Information

Organization Name City of Ypsilanti (Ypsilanti Senior Community Center)

Street Address One South Huron Street, Ypsilanti MI 48197

City, State, Zip Code

Independent Audit Firm Abraham & Gaffney, P.C., CPAs

Certification for Fiscal Year Ending (mm/dd/yyyy) 6/30/2015

(Check appropriate box)

☒ I certify that the Subrecipient shown above **does not expect** to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.

☒ I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

Brianne McNally
Signature of Subrecipient's Authorized Representative

10/11/2014
Date

For Washtenaw County Use Only

Reviewed By _____

Date _____

CORPORATE COUNSEL APPROVED CHANGED TO SUBRECIPIENT BOILERPLATE FOR SENIOR NUTRITION PROGRAM (SNP).
EMAIL 10/5/2016

Moonson Eninsche

From: Moonson Eninsche
Sent: Thursday, October 20, 2016 1 09 PM
To: Moonson Eninsche
Subject: FW Request for Senior Nutrition Program (SNP) contract template modification

From: Curtis Hedger
Sent: Wednesday, October 05, 2016 11 12 AM
To: Moonson Eninsche
Subject: RE Request for Senior Nutrition Program (SNP) contract template modification

Hi Moon This looks fine to me Curt

From: Moonson Eninsche
Sent: Tuesday, October 04, 2016 4.51 PM
To: Curtis Hedger
Subject: Request for Senior Nutrition Program (SNP) contract template modification

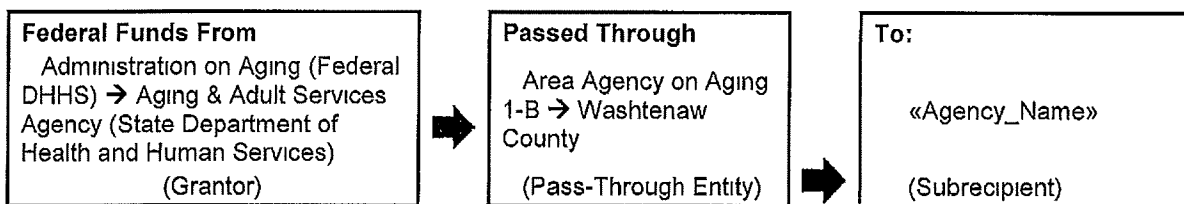
Curt,

Last year, Jamila used this approved contract boilerplate to our SNP subrecipients

[G \CONTRACT\CONTRACT BOILERPLATE\OCED Contract Boilerplates\Senior Nutrition Program\Template - 2013-2016 Service Contract Fed Fund doc](#)

The subrecipient boilerplate has since changed format with the inclusion of a funding process flow (amongst other updates)

Flow of Federal Financial Assistance in this Subaward Agreement



I'm planning on following the updated Subrecipient Boilerplate for the Senior Nutrition Program, adding the following to Article XI (Insurance) in compliance with our funder's (AAA 1-B) requirements

- 4 Fidelity Bonding covering employee theft from employer
- 5 Third Party Fidelity (Crime Bond) with a minimum of \$50,000, covering employee theft from participant

All other sections of the Subrecipient Agreement Boilerplate are unchanged I've attached a copy – is this change acceptable?

Woonson River Eninsche

Human Services Policy Specialist

Washtenaw County OCED

Phone # (734) 544-3006

Fax # (734) 274-4905

web www.ewashtenaw.org/oced

eninschem@ewashtenaw.org

Visit us on the web at www.ewashtenaw.org/oced



OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

Collaborative solutions for a promising future

15	Mom's Meals	Washtenaw County Senior Nutrition Program Catering	\$14,800	\$0	\$14,800
16	Northfield Twp	Washtenaw County Senior Nutrition Community Site	\$0	\$8,000	\$8,000
17	Pittsfield Charter Township (Pittsfield Senior Center)	Washtenaw County Senior Nutrition Community Site	\$0	\$8,000	\$8,000
18	SharkByte	Washtenaw County Senior Nutrition Software Support	\$1,666.66	\$1,666.67	\$5,000
19	St Joseph Mercy Chelsea	Washtenaw County Senior Nutrition Catering (Holiday Meals)			\$0
20	University of Michigan Health System (Turner Senior Wellness Program)	Washtenaw County Senior Nutrition Community Site	\$0	\$8,000	\$8,000
21	University of Michigan Health System (Silver Club)	Washtenaw County Senior Nutrition Program - Revenue Contract	NA	NA	NA
22	University of Michigan Health System (Ann Arbor Meals on Wheels)	Washtenaw County Senior Nutrition Home Delivered Services	\$131,300	\$0	\$131,300
23	Valley Services	Washtenaw County Senior Nutrition Catering	\$7,000	\$115,000	\$122,000
24	Ypsilanti Meals on Wheels	Washtenaw County Senior Nutrition Home Delivered Services	\$211,000	\$0	\$211,000
25	City of Ypsilanti (Ypsilanti Senior Community Center)	Washtenaw County Senior Nutrition Community Site	\$0	\$8,000	\$8,000
26	Ypsilanti Twp Community Center Charter Twp of Ypsilanti	Washtenaw County Senior Nutrition Community Site	\$0	\$16,000	\$16,000

THE
W. C. C. A. 916
ALABAMA COUNTY



Resolution No. 2017-215
September 19, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti will create an Affordable Housing Task Force that will meet for approximately three months between October-December 2017, and be charged with researching and recommending to City Council strategies that support affordability of multiple housing types and serve a diversity of residents; and

WHEREAS, Staff from the City of Ypsilanti, the Ypsilanti Housing Commission, Washtenaw County, and other agencies as appropriate, will provide this task force with background, data, and best practices to inform their discussions of what strategies will best serve the needs of our community now and into the future; and.

WHEREAS, The Task Force will be nominated by the Mayor and approved by the City Council. It will include seven (7) people, including one representative each from the Ypsilanti Housing Commission board, the Planning Commission, and the Human Relations Commission, as well one city business owner, one landlord, and two other members at large. All members should be City of Ypsilanti residents. The Task Force will be appointed at the October 3 City Council meeting; and

WHEREAS, The Task Force will kick off at an October City Council meeting (date TBD) that will include a presentation from Washtenaw County Office of Community & Economic Development. This presentation will include findings from the Affirmatively Furthering Fair Housing project, information on definitions, trends, and other basic information about affordable housing; and

WHEREAS, The Task Force will present their findings and recommendations at a City Council meeting in January 2018. These findings can both inform the City's Master Plan update, the City Council's annual goal setting sessions, and other policy development as appropriate.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the creation of an Affordability Housing Task Force.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
September 19, 2017

To: Mayor, Council and City Manager

From: Beth Ernat, Director of Community and Economic Development

Subject: AKT Peerless Environmental Services (12 month testing) - Bell Kramer
Neighborhood Assessment

SUMMARY & BACKGROUND:

The environmental testing of the Bell Kramer meeting was completed in June, 2016 and reported to the residents and City Council in August. As was reported, there was no detectable methane found in any of the seven (7) testing sites.

As the results were reported, the City was informed by AKT Peerless that the MDEQ released new standards in late 2016 that recommend as a best practice that areas suspected for methane be tested quarterly for 12 months for a complete assessment. This was discussed with City Council and residents, and staff was directed to move forward with creating a plan.

It was also discussed to complete some ground water characterization and testing in the areas nearest the Huron River. At this point, due to meeting the testing requirement for the next quarter, staff has sought a limited proposal for the residential testing and will look to create some specifications in the next three (3) months for testing near the river. As AKT Peerless bid, and was contracted to provide the initial testing in order to complete quarterly testing in a timely manner, AKT was asked to provide a proposal for consistency.

This proposal is being brought to Council as it exceeds the \$25,000 contract limit within one year. The original contract was for \$21,125 and it included establishing the test points, up to 15 samples, and a complete report to each sampling location and the City. The entire contract has not been expended, as only seven (7) test points were completed. At present, approximately \$16,000 has been billed to the City for this project.

Proposal scope:

Staff met with Washtenaw County Department of Public Health (WCPH) and the Michigan Department of Environmental Quality (MDEQ) to discuss the proposed sampling plan and other issues related to the former landfill site. The number one issue of concern is methane, dissolved methane and vapor intrusion. The MDEQ also suggested testing for VOCs. This is included in the air quality sampling proposed.

Scope:

- AKT Peerless will provide labor, equipment, laboratory analysis, supplies, expenses and project management to conduct three quarterly sampling events to evaluate methane at seven locations adjacent to the former landfill property.
- The scope of work includes include the collection of soil gas samples for analysis of methane at seven permanent soil gas sampling points installed in June 2017 and methane screening within occupied, accessible structures using a GEM-2000.
- A total of seven soil gas samples will be collected during each quarterly event in accordance with the MDEQ Guidance Document for the Vapor Intrusion Pathway (May 23, 2013). Soil gas samples will be collected from each location using a laboratory provided bottle vacuum and submitted for analysis of methane using USEPA Method RSK-187 Modified.
- Attend City Council meetings, as required.
- Provide laboratory analytical results subsequent to each sampling event
- Prepare an annual summary report of the findings and recommendations for mitigating Exposure to occupants, as appropriate.
- Staff would work with residents to schedule testing before the end of October.

RECOMMENDED ACTION: Staff recommends that City Council direct staff to enter into a contract with AKT Peerless for the continued Vapor Intrusion Assessment of the Bell Kramer neighborhood as proposed in the amount not to exceed \$13,550.

ATTACHMENTS: AKT Contract

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2017 - 2016
September 19, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti desires AKT Peerless to provide a 12 month vapor intrusion assessment of the residential properties located in the Bell Kramer neighborhood north of the former City-owned landfill as recommended by the Michigan Department of Environmental Quality; and

WHEREAS, The City of Ypsilanti desires to have subsurface soil gas sampling and indoor air quality monitored for a year as recommended by DEQ to determine what, if any, mitigation may be required; and

WHEREAS, It is the desire of the City of Ypsilanti to complete this study.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council directs the City Manager to approve and sign a contract with AKT Peerless in the amount of \$13,550. Additionally, City Council authorizes the City Manager to sign change orders. The agreement has been approved to form by the City Attorney

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

AUTHORIZATION

For:

METHANE MONITORINGFormer City of Ypsilanti Landfill
Ypsilanti, MI

Proposal Submitted By:

Deanna Hutsell, P.E.
Project Manager – Group Leader

August 30, 2017

ACKNOWLEDGED AS REVIEWED BY AND AGREED UPON BY:Beth Ernat
City of Ypsilanti
1 South Huron Street
Ypsilanti, Michigan 48197Work Order No.: PF-21399
AKT Peerless Project No.: 12203F
Project Cost: \$ 13,550

Scope:

- ☐ AKT Peerless will provide labor, equipment, laboratory analysis, supplies, expenses and project management to conduct three quarterly sampling events to evaluate methane at seven locations adjacent to the former landfill property.
- ☐ The scope of work includes include the collection of soil gas samples for analysis of methane at seven permanent soil gas sampling points installed in June 2017 and methane screening within occupied, accessible structures using a GEM-2000.
- ☐ A total of seven soil gas samples will be collected during each quarterly event in accordance with the MDEQ Guidance Document for the Vapor Intrusion Pathway (May 23, 2013). Soil gas samples will be collected from each location using a laboratory provided bottle vac and submitted for analysis of methane using USEPA Method RSK-175 Modified.
- ☐ Attend City Council meetings, as required.
- ☐ Provide laboratory analytical results subsequent to each sampling event
- ☐ Prepare an annual summary report of the findings and recommendations for mitigating exposure to occupants, as appropriate.

Total Estimated Project Costs (3 sampling events)

Activity	Cost
Professional Services	
Project Management	\$3,300
Field Activities/Oversight	\$2,700*
Annual Summary Report Preparation	\$3,200
Project Expenses	
Laboratory Analysis	\$2,850**
Field Supplies and Equipment	\$1,500
Total	\$13,550

*Assumes all properties/sampling points will be accessible at the time of sampling. Additional mobilizations will be charged time and materials at a rate of \$125/hour.

**Standard turnaround time 5-7 business days.

By signing this proposal, the Client agrees to the terms and conditions presented in Appendix A. AKT Peerless will prepare and render invoices for work performed to date on a monthly basis. All invoices shall be payable within thirty (30) days of invoice date.

ACCEPTANCE: _____ (Signature)
_____ (Printed Name)

FOR: City of Ypsilanti

TITLE: _____

DATE: _____

Appendix A

Terms and Conditions

AKT PEERLESS TERMS AND CONDITIONS

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

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

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

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

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

Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty (30) days of issuance by Consultant. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received by Consultant on any invoice within thirty (30) days of the issuance of the invoice, Consultant may then, by written termination notice to Client, terminate this Agreement (and any other existing contracts between Client and Consultant) and apply any existing Retainer to outstanding invoices without incurring any liability to Client; such termination by Consultant shall be effective immediately upon Consultant's issuance of the termination notice. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after the invoice is issued by Consultant, or the objection shall be deemed waived.

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

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

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

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

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client

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

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

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

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

Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

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

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

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

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

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or

such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

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

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

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

Print**Citizen Advisory Boards and Commissions Participation Resume - Submission #307****Date Submitted:** 8/31/2017

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

Name*

Amanda K Marshall

Email Address***Address****City**

Ypsilanti

State

MI

Zip Code

48197

Phone Number***Fax Number****Number of Years in the Community**

27

Ward You Live In

1

Education

BS in Biology, minor in Chemistry. Current MS in Environmental Science

Occupation

Student

Employer

n/a

Are you applying for youth membership?

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

☐ Yes☒ No**I would like to be considered and could devote sufficient time to serve on the following board or commission:**☐ Review and Tax Assessment Board☐ Board of Ethics☐ Fire Civil Service Commission☒ YCUA☒ Ypsilanti Downtown Development Authority☐ Economic Development Corporation/Brownfield Redevelopment Authority☐ Historic District Commission☒ Ypsilanti Housing Commission☒ Human Relations Commission☐ Sidewalk Review Board☐ Planning Commission☐ Non-motorized Advisory Committee☐ Property Maintenance Construction Board of Appeals☒ Parks and Recreation Commission☐ Ann Arbor Area Transit Authority☐ Police and Fire Pension Board☒ Huron River Watershed Council☒ Sustainability Commission☐**Why are you interested in serving on these boards/commissions?***

My passion for access to resources that meet basic human needs including, but not limited to housing, clean water, and sustainable resources drive my interests to serve on the boards/commissions. I specifically would like to serve within the City of Ypsilanti because I have a long term investment in property within ward 1 and Ypsilanti is my hometown. I long to serve my community and increase community access to resources.

Work/volunteer experience related to the board or commission:

MY experience through the Environmental Science graduate program with academic service learning courses, serving the homeless population through paid and non-paid work, volunteer experience through ReLeaf and climate change research in Iceland makes me a strong candidate that is committed to the greater good of the community. I additionally will begin a volunteer assignment at UMHS next week and currently am working on a public health thesis project relating to developmental disabilities linked to lead contamination in the soil at the University of Michigan. A combination of work experience at the Shelter Association of Washtenaw County and Eastern Michigan University along with several volunteer initiatives provide deep roots related to serving the City of Ypsilanti.

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

☒ Yes

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

☒ Yes



Resolution No. 2017-217
September 19, 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:

The International Village

A Unique Opportunity for Ypsilanti and
the Water Street Redevelopment Area



INTERNATIONAL
VILLAGE



Developments since May

120-day due diligence period started May 21, ends Sept 21 (Thursday)

- Concept design and programming
- Construction estimates and schedules
- Geotechnical investigations
- Environmental analysis
- Opened discussions with AAATA
- Investor visits to site

City Goodwill trip was DELAYED

- August 2nd ballot measure was an important priority
- Goodwill trip is critical to secure full investor support

Developments since May

International project team solidified

- Mix of **subordinate investment and direct senior equity**
- **China Vanke Co., Ltd.** engaged as international development consultant.
- **Vanke Architecture** developed conceptual design
- **Shanghai Tongtian Real Estate (TOSPUR)** is International marketing team

vanke 万科



TOSPUR





TSPUR

TSPUR

18



8



Four distinct seasons, automotive industry oriented

TABLE 10



Wage Range	Projected Salary 2012-2013	Projected Salary 2013-2014	Education and Training Beyond high school
\$24.00 - \$25.00	\$24.00	\$24.00	Business degree, license
\$25.00 - \$26.00	\$25.00	\$25.00	Business degree, license
\$26.00 - \$27.00	\$26.00	\$26.00	Business degree, license
\$27.00 - \$28.00	\$27.00	\$27.00	Business degree, license
\$28.00 - \$29.00	\$28.00	\$28.00	Business degree, license
\$29.00 - \$30.00	\$29.00	\$29.00	Business degree, license
\$30.00 - \$31.00	\$30.00	\$30.00	Business degree, license
\$31.00 - \$32.00	\$31.00	\$31.00	Business degree, license
\$32.00 - \$33.00	\$32.00	\$32.00	Business degree, license
\$33.00 - \$34.00	\$33.00	\$33.00	Business degree, license
\$34.00 - \$35.00	\$34.00	\$34.00	Business degree, license
\$35.00 - \$36.00	\$35.00	\$35.00	Business degree, license
\$36.00 - \$37.00	\$36.00	\$36.00	Business degree, license
\$37.00 - \$38.00	\$37.00	\$37.00	Business degree, license
\$38.00 - \$39.00	\$38.00	\$38.00	Business degree, license
\$39.00 - \$40.00	\$39.00	\$39.00	Business degree, license
\$40.00 - \$41.00	\$40.00	\$40.00	Business degree, license
\$41.00 - \$42.00	\$41.00	\$41.00	Business degree, license
\$42.00 - \$43.00	\$42.00	\$42.00	Business degree, license
\$43.00 - \$44.00	\$43.00	\$43.00	Business degree, license
\$44.00 - \$45.00	\$44.00	\$44.00	Business degree, license
\$45.00 - \$46.00	\$45.00	\$45.00	Business degree, license
\$46.00 - \$47.00	\$46.00	\$46.00	Business degree, license
\$47.00 - \$48.00	\$47.00	\$47.00	Business degree, license
\$48.00 - \$49.00	\$48.00	\$48.00	Business degree, license
\$49.00 - \$50.00	\$49.00	\$49.00	Business degree, license
\$50.00 - \$51.00	\$50.00	\$50.00	Business degree, license
\$51.00 - \$52.00	\$51.00	\$51.00	Business degree, license
\$52.00 - \$53.00	\$52.00	\$52.00	Business degree, license
\$53.00 - \$54.00	\$53.00	\$53.00	Business degree, license
\$54.00 - \$55.00	\$54.00	\$54.00	Business degree, license
\$55.00 - \$56.00	\$55.00	\$55.00	Business degree, license
\$56.00 - \$57.00	\$56.00	\$56.00	Business degree, license
\$57.00 - \$58.00	\$57.00	\$57.00	Business degree, license
\$58.00 - \$59.00	\$58.00	\$58.00	Business degree, license
\$59.00 - \$60.00	\$59.00	\$59.00	Business degree, license
\$60.00 - \$61.00	\$60.00	\$60.00	Business degree, license
\$61.00 - \$62.00	\$61.00	\$61.00	Business degree, license
\$62.00 - \$63.00	\$62.00	\$62.00	Business degree, license
\$63.00 - \$64.00	\$63.00	\$63.00	Business degree, license
\$64.00 - \$65.00	\$64.00	\$64.00	Business degree, license
\$65.00 - \$66.00	\$65.00	\$65.00	Business degree, license
\$66.00 - \$67.00	\$66.00	\$66.00	Business degree, license
\$67.00 - \$68.00	\$67.00	\$67.00	Business degree, license
\$68.00 - \$69.00	\$68.00	\$68.00	Business degree, license
\$69.00 - \$70.00	\$69.00	\$69.00	Business degree, license
\$70.00 - \$71.00	\$70.00	\$70.00	Business degree, license
\$71.00 - \$72.00	\$71.00	\$71.00	Business degree, license
\$72.00 - \$73.00	\$72.00	\$72.00	Business degree, license
\$73.00 - \$74.00	\$73.00	\$73.00	Business degree, license
\$74.00 - \$75.00	\$74.00	\$74.00	Business degree, license
\$75.00 - \$76.00	\$75.00	\$75.00	Business degree, license
\$76.00 - \$77.00	\$76.00	\$76.00	Business degree, license
\$77.00 - \$78.00	\$77.00	\$77.00	Business degree, license
\$78.00 - \$79.00	\$78.00	\$78.00	Business degree, license
\$79.00 - \$80.00	\$79.00	\$79.00	Business degree, license
\$80.00 - \$81.00	\$80.00	\$80.00	Business degree, license
\$81.00 - \$82.00	\$81.00	\$81.00	Business degree, license
\$82.00 - \$83.00	\$82.00	\$82.00	Business degree, license
\$83.00 - \$84.00	\$83.00	\$83.00	Business degree, license
\$84.00 - \$85.00	\$84.00	\$84.00	Business degree, license
\$85.00 - \$86.00	\$85.00	\$85.00	Business degree, license
\$86.00 - \$87.00	\$86.00	\$86.00	Business degree, license
\$87.00 - \$88.00	\$87.00	\$87.00	Business degree, license
\$88.00 - \$89.00	\$88.00	\$88.00	Business degree, license
\$89.00 - \$90.00	\$89.00	\$89.00	Business degree, license
\$90.00 - \$91.00	\$90.00	\$90.00	Business degree, license
\$91.00 - \$92.00	\$91.00	\$91.00	Business degree, license
\$92.00 - \$93.00	\$92.00	\$92.00	Business degree, license
\$93.00 - \$94.00	\$93.00	\$93.00	Business degree, license
\$94.00 - \$95.00	\$94.00	\$94.00	Business degree, license
\$95.00 - \$96.00	\$95.00	\$95.00	Business degree, license
\$96.00 - \$97.00	\$96.00	\$96.00	Business degree, license
\$97.00 - \$98.00	\$97.00	\$97.00	Business degree, license
\$98.00 - \$99.00	\$98.00	\$98.00	Business degree, license
\$99.00 - \$100.00	\$99.00	\$99.00	Business degree, license

THE SPUR



Age range	Projected demand 2012-2017	Projected demand 2018-2022	Education and Training Demand (High School)
18-24	10,300	10,300	24
25-34	10,300	10,300	24
35-44	10,300	10,300	24
45-54	10,300	10,300	24
55-64	10,300	10,300	24
65-74	10,300	10,300	24
75-84	10,300	10,300	24
85-94	10,300	10,300	24
95-104	10,300	10,300	24
105-114	10,300	10,300	24
115-124	10,300	10,300	24
125-134	10,300	10,300	24
135-144	10,300	10,300	24
145-154	10,300	10,300	24
155-164	10,300	10,300	24
165-174	10,300	10,300	24
175-184	10,300	10,300	24
185-194	10,300	10,300	24
195-204	10,300	10,300	24
205-214	10,300	10,300	24
215-224	10,300	10,300	24
225-234	10,300	10,300	24
235-244	10,300	10,300	24
245-254	10,300	10,300	24
255-264	10,300	10,300	24
265-274	10,300	10,300	24
275-284	10,300	10,300	24
285-294	10,300	10,300	24
295-304	10,300	10,300	24
305-314	10,300	10,300	24
315-324	10,300	10,300	24
325-334	10,300	10,300	24
335-344	10,300	10,300	24
345-354	10,300	10,300	24
355-364	10,300	10,300	24
365-374	10,300	10,300	24
375-384	10,300	10,300	24
385-394	10,300	10,300	24
395-404	10,300	10,300	24
405-414	10,300	10,300	24
415-424	10,300	10,300	24
425-434	10,300	10,300	24
435-444	10,300	10,300	24
445-454	10,300	10,300	24
455-464	10,300	10,300	24
465-474	10,300	10,300	24
475-484	10,300	10,300	24
485-494	10,300	10,300	24
495-504	10,300	10,300	24
505-514	10,300	10,300	24
515-524	10,300	10,300	24
525-534	10,300	10,300	24
535-544	10,300	10,300	24
545-554	10,300	10,300	24
555-564	10,300	10,300	24
565-574	10,300	10,300	24
575-584	10,300	10,300	24
585-594	10,300	10,300	24
595-604	10,300	10,300	24
605-614	10,300	10,300	24
615-624	10,300	10,300	24
625-634	10,300	10,300	24
635-644	10,300	10,300	24
645-654	10,300	10,300	24
655-664	10,300	10,300	24
665-674	10,300	10,300	24
675-684	10,300	10,300	24
685-694	10,300	10,300	24
695-704	10,300	10,300	24
705-714	10,300	10,300	24
715-724	10,300	10,300	24
725-734	10,300	10,300	24
735-744	10,300	10,300	24
745-754	10,300	10,300	24
755-764	10,300	10,300	24
765-774	10,300	10,300	24
775-784	10,300	10,300	24
785-794	10,300	10,300	24
795-804	10,300	10,300	24
805-814	10,300	10,300	24
815-824	10,300	10,300	24
825-834	10,300	10,300	24
835-844	10,300	10,300	24
845-854	10,300	10,300	24
855-864	10,300	10,300	24
865-874	10,300	10,300	

TACOLIP

Talent absorption, increased flow



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1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

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TABLE 1

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Developments since May

Domestic Team

- Spence Brothers: Construction Manager
 - Next year is 125th anniversary in business
 - Ann Arbor for over 85 years
- Little Diversified Architectural Consulting
 - Headquartered in Charlotte, NC
 - Office in Beijing
- KerrRussell: Real Estate/Legal counsel
 - Headquartered in Detroit
 - Extensive work in immigration law



Developments since May

Domestic Team

- Subconsultants
 - Engineering
 - Landscape architecture
- Construction subcontractors
 - Labor
 - Materials suppliers
- Operations team
 - Property management
 - Property maintenance

Contingency Period Timeline

Contingency period deadline is December 31, 2017.

- Allows City to perform due diligence and make Goodwill trip.
- Intend to arrive at agreement sooner to enable **public hearing/council consideration in Nov/Dec.**

The Resolution tonight does not bind the City.

- Development agreement would require another public hearing.
- Final agreement would have to be approved by City Council.

NEXT STEPS

- Complete development agreement by Contingency Period Deadline
 - **Simultaneously...** design development will continue
-
- Site plan approval and permitting process starts immediately after development agreement
 - Goal is to be ready for site construction by Summer 2018

谢谢

(Thank you!)

Questions?

Design Approach

Design Concepts

Sources of Funding/Schedule

Existing Conditions

International Engagement

Why Ypsi?



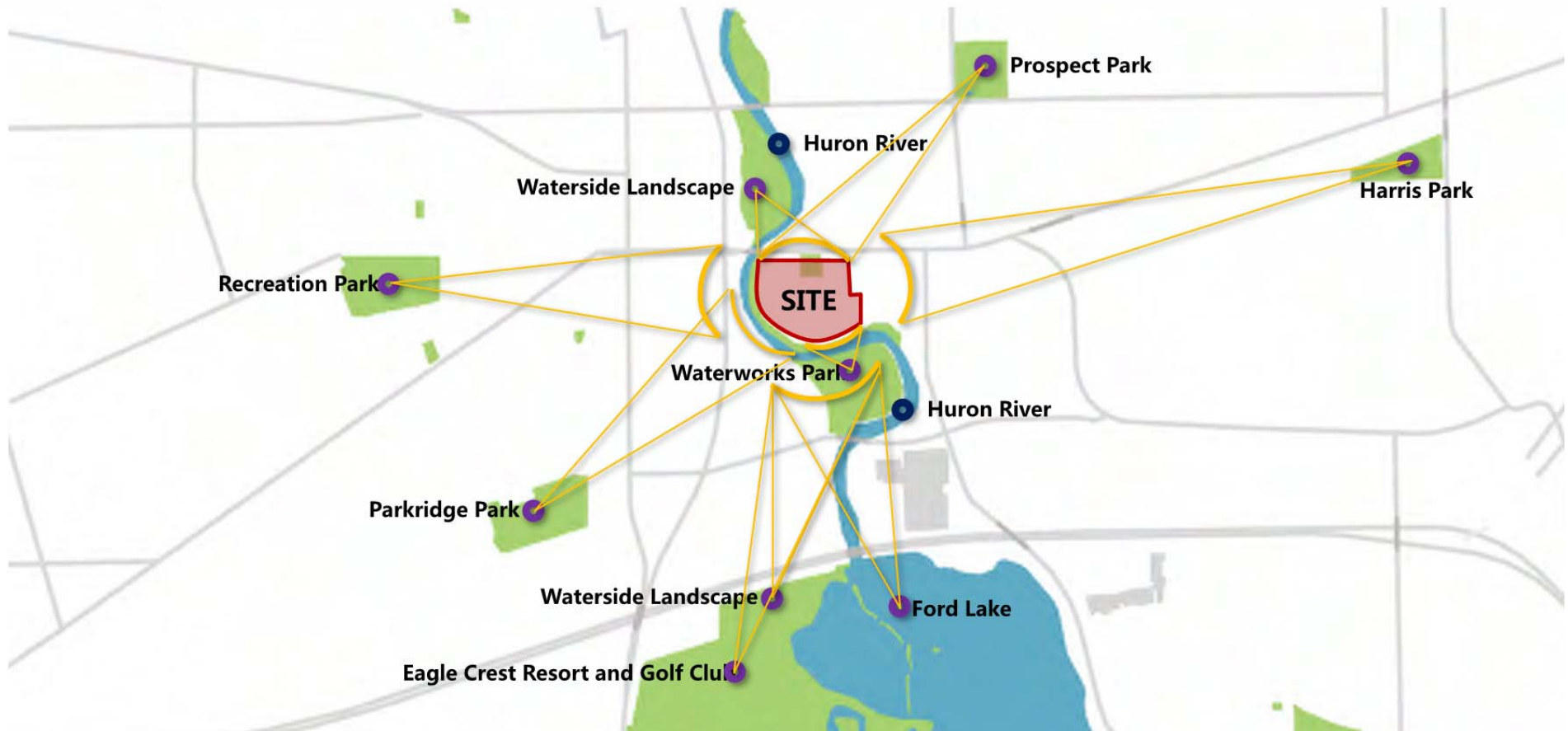
A comfortable community is the objective, meet all needs in the whole day, 24/7



**An efficient and interconnected island--diverse in transportation and convenient in route
Safety and walkability--for student, professional and family.**

Analysis of Landscape Resources around the Project

Landscape resources exist on a north-south axis from the development. Two sides are surrounded by Huron River and Ford Lake has existing connections to the development. The surrounding numerous parks form the landscape pattern of “one belt-nine views”.



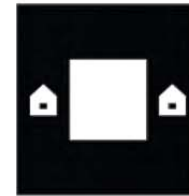
Planning Objectives



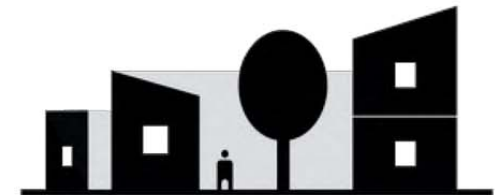
Western Courtyard



Separates With People's Activity



Chinese courtyard



Interacts With People Naturally

Outward courtyard is easy to be disturbed, which is inconsistent with China's traditional residential concept



Inward courtyard is more private, conforming to the idea of "theory that man is an integral part of nature"



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Streets And Alleys

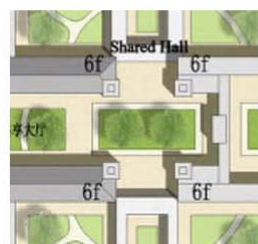


Green Space Analysis Diagram

The streets' spatial definition and decoration are achieved by green panting.

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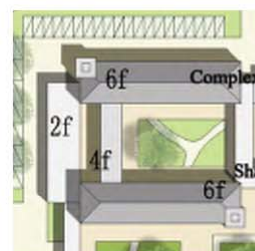
Garden



A variety of unequal-sized landscape gardens are enclosed by roads and architectures.

院

Courtyard



The gardens' rich experience feeling and spatial mystery feeling in traditional Chinese culture are added by greening.

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Space



The space feeling is added by green landscape.

Building Function Analysis Diagram



Group Green Space Analysis





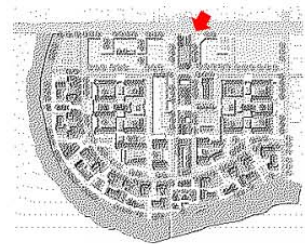






International Gate

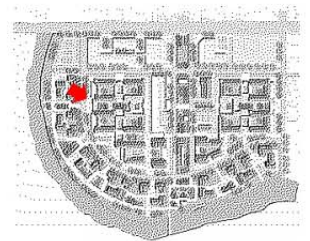
2-story structures at Michigan Ave
 Boulevard section into development
 Mixed use commercial building on west side of Boulevard
 Supermarket with restaurant(s) on east side of Boulevard





Student Housing

4-6 story structures connected with student halls
Up to 4 bedroom units, includes 1,2,3 bed and studio models.



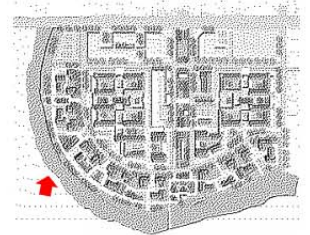


Condominiums

Built along river and new Water Street

Mix of studio, 1,2,3 bedrooms

Mix of garages and on-street parking





Housing types

Development has several levels of living choice
Common theme is variable elevations and connected
buildings via covered greenspace.



Student Housing

Development has several levels of living choice
Options for those with and without vehicles



How do we intend to finance this development?

Direct Foreign Investment (EB-5)

- Underutilized in Michigan
- Targets job creation and direct investment in American enterprises
- Focused on *Targeted Employment Areas*

^Ypsilanti qualifies

Regional Center program

- Pooled investment
- Vetted investment

How do we intend to finance this development?

Direct Foreign Investment (EB-5)

- No visas are provided if job creation **is not proven**.
- No visas are provided **until** job creation is proven.
- Puts the EB-5 investor **at risk** for the duration of the project.
- The At Risk period for International Village will be **3-5 years**.
- **Subordinate** to all other forms of investment in the deal.

Investors are seeking a much lower rate of return than traditional financing.

In return, they invest in a unique development serving the needs of a diverse International Village.

How do we intend to finance this development?

Direct Foreign Investment (EB-5)

- Each investor **is vetted** by the United States Customs and Immigration Service (USCIS) through a **526 Petition**
- Identifies the source of funds invested
- Includes background information on income, holdings, employment, etc.

How do we intend to finance this development?

Direct Foreign Investment (EB-5)

EB-5 Investment target is **\$130 million**. This means **260 EB-5 investors**.

Minimum total job creation to meet this target is **2,600 jobs created**.

Minimum total project cost to meet this target is **\$325 million**.

How do we intend to finance this development?

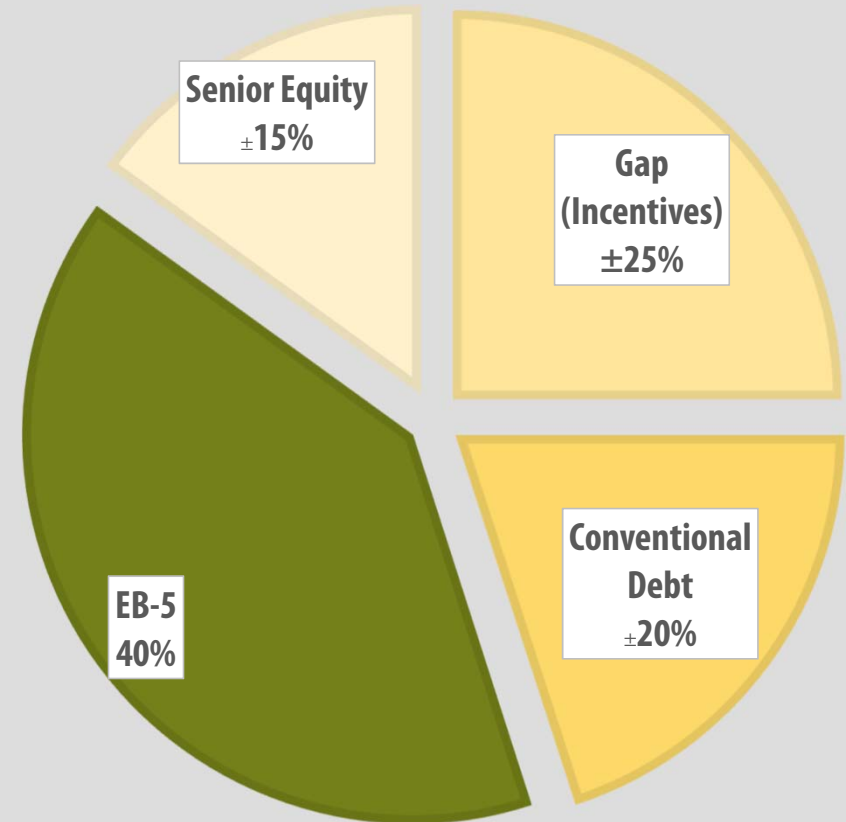
Direct Foreign Investment (EB-5)

EB-5 Investment target is \$130 million.

Senior Equity from investors.

Conventional debt for remainder.

Incentives for revenue gap.



What is the Total Cost of International Village?

Work Category	Total Estimated Cost
Site/Environmental Mass Site Grading, Remediation, Utilities, Roads, etc.	\$19 million
Parking Deck/Mixed Use Building River St parking deck and connected mixed use.	\$25 million
Office/Retail Building Mixed-use building with underground parking on Mich Ave.	\$31 million
Supermarket/Restaurant Supermarket at Michigan Ave. with additional retail/restaurant space.	\$7.5 million
Hotel/Conference Center 4-star hotel and conference center.	\$35 million
Community Cultural Center Public community center near gate of development.	\$4.5 million
Transit Center* Intermodal transit center.	\$2.5 million
Apartments Apartments and halls throughout the center area of the development.	\$216 million
Condominiums Condominium buildings along Water St and pathway.	\$89 million
Total	\$429.5 million

Includes:

Construction Costs

- Labor
- Materials
- Remediation

Soft Costs

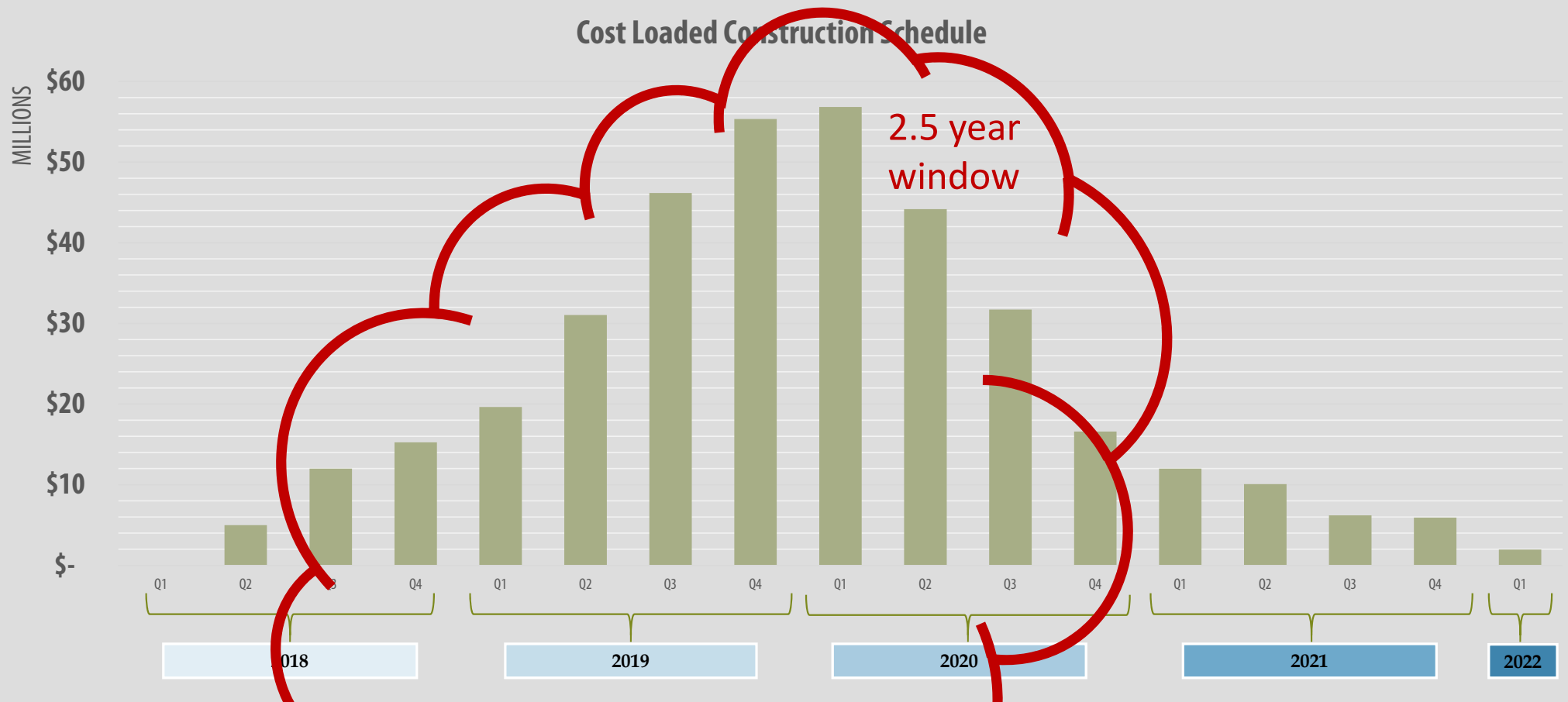
- Architectural/Eng.
- Environmental
- Legal
- Furniture/Equipment
- Financing Costs
- Development costs
- Operating Reserves
- Rent-up Reserves

← Estimate of the concept design

What is the Schedule of International Village?



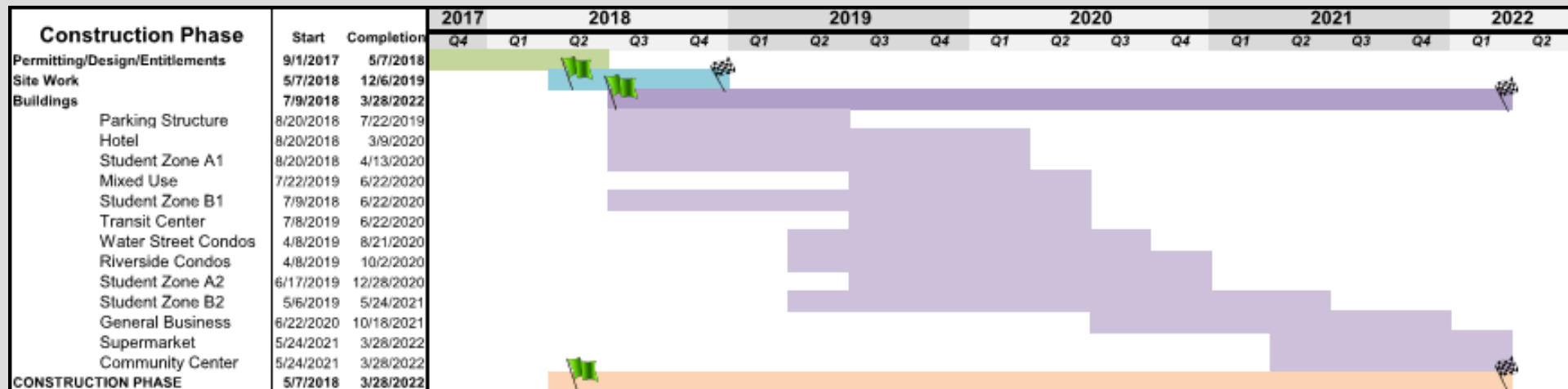
What is the Schedule of International Village?



NEXT STEPS



- Four-year construction schedule.
- **Majority of work** completed in 2.5 year window.
- First units online by September 2020
- **Full completion of planned development by Summer 2022**



Why Ypsilanti?



Proximity to Auto Industry

Why Ypsilanti?



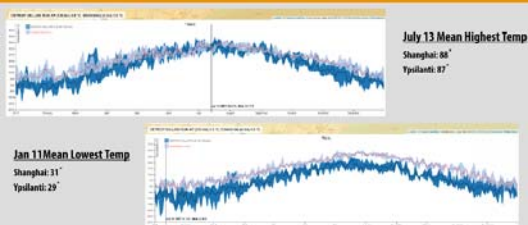
Michigan's Assets

Why Ypsilanti?



Proximity to Research and Development

Why Ypsilanti?



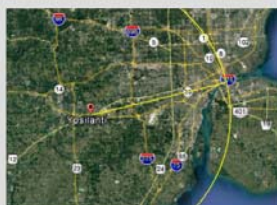
Why Ypsilanti?

- Universities**
- The University of Michigan
 - Eastern Michigan University
 - Wayne State University
 - University of Detroit-Mercy
 - 13 other 4-year colleges within 35 mile radius



Proximity to Higher Education

Why Ypsilanti?



- Within a 30 mile radius...**
- The Motor City
 - DTW International Airport
 - Direct service to Beijing, Shanghai, Also Nagoya, Seoul, Tokyo
 - Potential major transit connections with Ann Arbor, Detroit, and beyond
 - Toronto
 - Chicago

Why Ypsilanti?

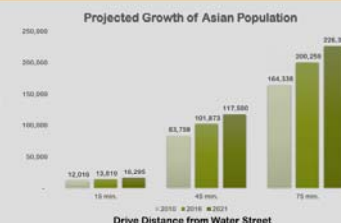
Ypsilanti is a WELCOMING community!

Within a 30 mile radius...

- The Motor City
- DTW International Airport
 - Direct service to Beijing, Shanghai, Also Nagoya, Seoul, Tokyo
- Potential major transit connections with Ann Arbor, Detroit, and beyond
 - Toronto
 - Chicago

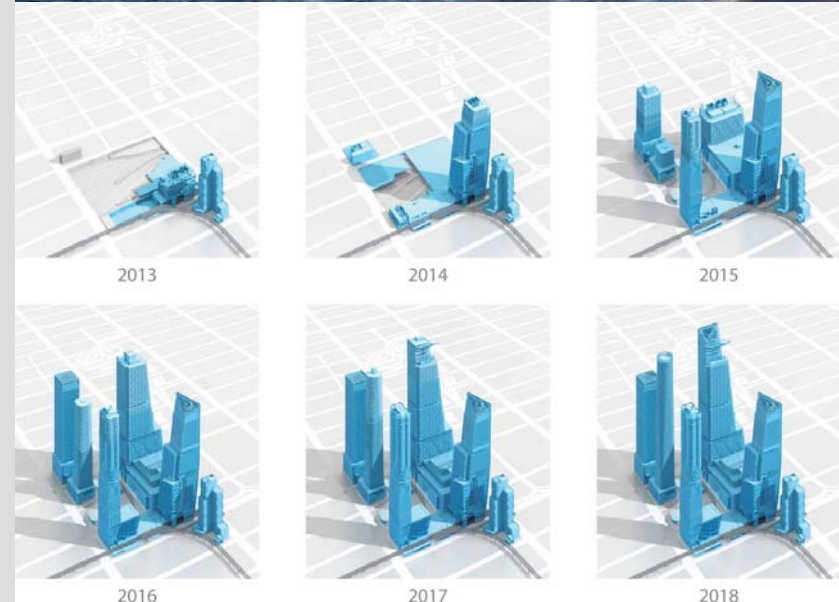
Why Ypsilanti?

Growing Regional Asian Population



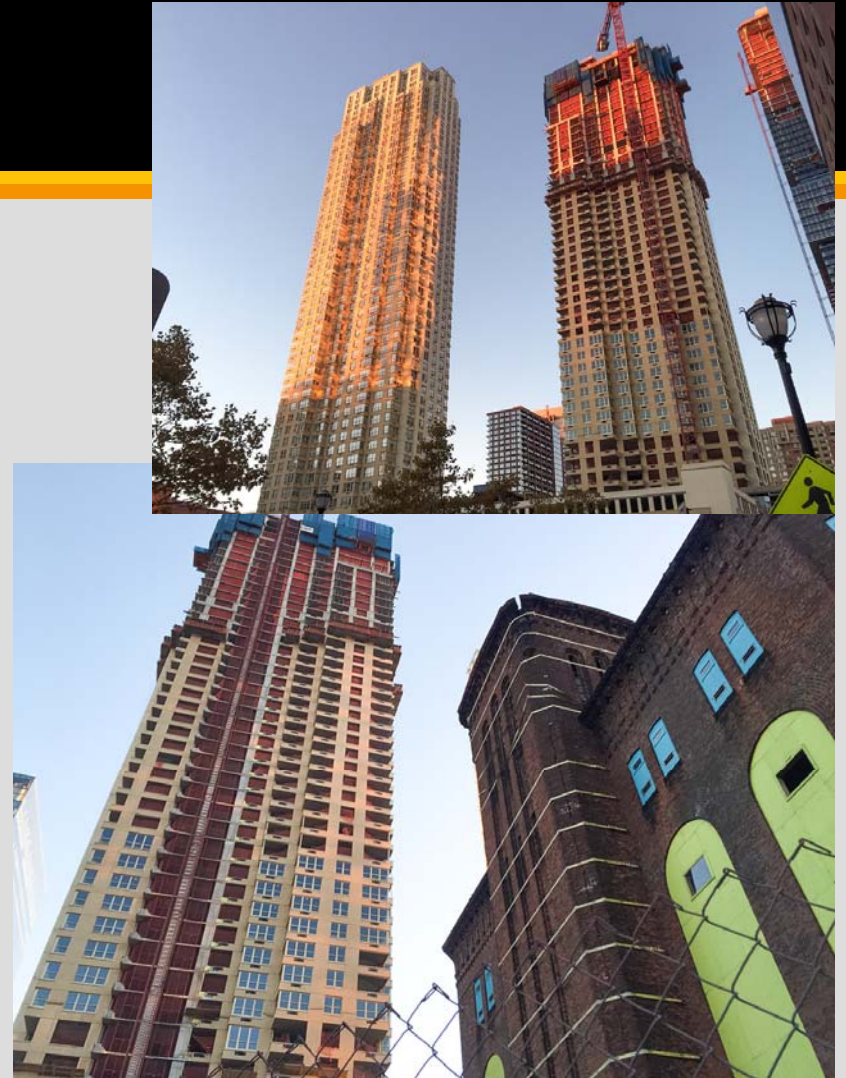
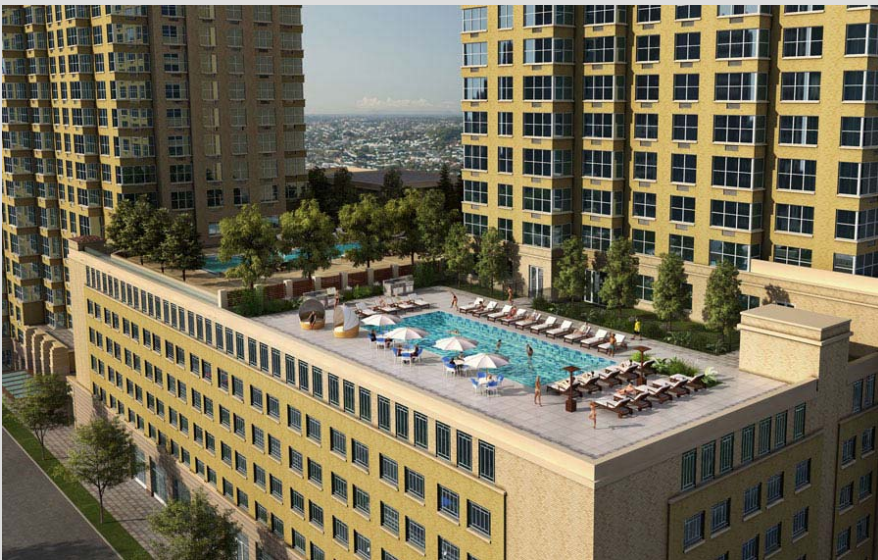
Hudson Yards

- Manhattan
- 17 million square feet
- \$20 billion project
 - Utilized \$800 million in EB-5 financing
 - Accounted for 1/3 of total EB-5 market at one time



Trump Bay Street

- Kushner-led development in Jersey City, NJ
- \$195 million project
- \$50 million in EB-5 investment



The Inn at Harbor Shores

- First and only EB-5 Development in Michigan
- St. Joseph, MI
 - Lost more than 15,000 jobs over 10 years
 - Whirlpool Corporation
- \$135 million total investment
- Utilized EB-5 investment as part of overall capital structure
 - At-risk
 - Subordinate debt
- MEDC provided funding



International Village

- Led by International team, not merely a domestic development team.
- Seeking very low return on investment in comparison to other developments.
- Goals and values consistent with original purpose of EB-5 program
 - Stimulate US economy
 - Revitalize challenged areas
- This project would remain competitive with proposed reforms.





The west and the east are dancing a tango together, bringing eternal changes to our way of life

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TSPUR

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TABLE 10



Four distinct seasons, automotive industry oriented



Wage Range	Projected Salary 2012-2013	Projected Salary 2013-2014	Education and Training Beyond high school
\$24.00 - \$25.00	\$24.00	\$24.00	Business degree, license
\$25.00 - \$26.00	\$25.00	\$25.00	Business degree, license
\$26.00 - \$27.00	\$26.00	\$26.00	Business degree, license
\$27.00 - \$28.00	\$27.00	\$27.00	Business degree, license
\$28.00 - \$29.00	\$28.00	\$28.00	Business degree, license
\$29.00 - \$30.00	\$29.00	\$29.00	Business degree, license
\$30.00 - \$31.00	\$30.00	\$30.00	Business degree, license
\$31.00 - \$32.00	\$31.00	\$31.00	Business degree, license
\$32.00 - \$33.00	\$32.00	\$32.00	Business degree, license
\$33.00 - \$34.00	\$33.00	\$33.00	Business degree, license
\$34.00 - \$35.00	\$34.00	\$34.00	Business degree, license
\$35.00 - \$36.00	\$35.00	\$35.00	Business degree, license
\$36.00 - \$37.00	\$36.00	\$36.00	Business degree, license
\$37.00 - \$38.00	\$37.00	\$37.00	Business degree, license
\$38.00 - \$39.00	\$38.00	\$38.00	Business degree, license
\$39.00 - \$40.00	\$39.00	\$39.00	Business degree, license
\$40.00 - \$41.00	\$40.00	\$40.00	Business degree, license
\$41.00 - \$42.00	\$41.00	\$41.00	Business degree, license
\$42.00 - \$43.00	\$42.00	\$42.00	Business degree, license
\$43.00 - \$44.00	\$43.00	\$43.00	Business degree, license
\$44.00 - \$45.00	\$44.00	\$44.00	Business degree, license
\$45.00 - \$46.00	\$45.00	\$45.00	Business degree, license
\$46.00 - \$47.00	\$46.00	\$46.00	Business degree, license
\$47.00 - \$48.00	\$47.00	\$47.00	Business degree, license
\$48.00 - \$49.00	\$48.00	\$48.00	Business degree, license
\$49.00 - \$50.00	\$49.00	\$49.00	Business degree, license
\$50.00 - \$51.00	\$50.00	\$50.00	Business degree, license
\$51.00 - \$52.00	\$51.00	\$51.00	Business degree, license
\$52.00 - \$53.00	\$52.00	\$52.00	Business degree, license
\$53.00 - \$54.00	\$53.00	\$53.00	Business degree, license
\$54.00 - \$55.00	\$54.00	\$54.00	Business degree, license
\$55.00 - \$56.00	\$55.00	\$55.00	Business degree, license
\$56.00 - \$57.00	\$56.00	\$56.00	Business degree, license
\$57.00 - \$58.00	\$57.00	\$57.00	Business degree, license
\$58.00 - \$59.00	\$58.00	\$58.00	Business degree, license
\$59.00 - \$60.00	\$59.00	\$59.00	Business degree, license
\$60.00 - \$61.00	\$60.00	\$60.00	Business degree, license
\$61.00 - \$62.00	\$61.00	\$61.00	Business degree, license
\$62.00 - \$63.00	\$62.00	\$62.00	Business degree, license
\$63.00 - \$64.00	\$63.00	\$63.00	Business degree, license
\$64.00 - \$65.00	\$64.00	\$64.00	Business degree, license
\$65.00 - \$66.00	\$65.00	\$65.00	Business degree, license
\$66.00 - \$67.00	\$66.00	\$66.00	Business degree, license
\$67.00 - \$68.00	\$67.00	\$67.00	Business degree, license
\$68.00 - \$69.00	\$68.00	\$68.00	Business degree, license
\$69.00 - \$70.00	\$69.00	\$69.00	Business degree, license
\$70.00 - \$71.00	\$70.00	\$70.00	Business degree, license
\$71.00 - \$72.00	\$71.00	\$71.00	Business degree, license
\$72.00 - \$73.00	\$72.00	\$72.00	Business degree, license
\$73.00 - \$74.00	\$73.00	\$73.00	Business degree, license
\$74.00 - \$75.00	\$74.00	\$74.00	Business degree, license
\$75.00 - \$76.00	\$75.00	\$75.00	Business degree, license
\$76.00 - \$77.00	\$76.00	\$76.00	Business degree, license
\$77.00 - \$78.00	\$77.00	\$77.00	Business degree, license
\$78.00 - \$79.00	\$78.00	\$78.00	Business degree, license
\$79.00 - \$80.00	\$79.00	\$79.00	Business degree, license
\$80.00 - \$81.00	\$80.00	\$80.00	Business degree, license
\$81.00 - \$82.00	\$81.00	\$81.00	Business degree, license
\$82.00 - \$83.00	\$82.00	\$82.00	Business degree, license
\$83.00 - \$84.00	\$83.00	\$83.00	Business degree, license
\$84.00 - \$85.00	\$84.00	\$84.00	Business degree, license
\$85.00 - \$86.00	\$85.00	\$85.00	Business degree, license
\$86.00 - \$87.00	\$86.00	\$86.00	Business degree, license
\$87.00 - \$88.00	\$87.00	\$87.00	Business degree, license
\$88.00 - \$89.00	\$88.00	\$88.00	Business degree, license
\$89.00 - \$90.00	\$89.00	\$89.00	Business degree, license
\$90.00 - \$91.00	\$90.00	\$90.00	Business degree, license
\$91.00 - \$92.00	\$91.00	\$91.00	Business degree, license
\$92.00 - \$93.00	\$92.00	\$92.00	Business degree, license
\$93.00 - \$94.00	\$93.00	\$93.00	Business degree, license
\$94.00 - \$95.00	\$94.00	\$94.00	Business degree, license
\$95.00 - \$96.00	\$95.00	\$95.00	Business degree, license
\$96.00 - \$97.00	\$96.00	\$96.00	Business degree, license
\$97.00 - \$98.00	\$97.00	\$97.00	Business degree, license
\$98.00 - \$99.00	\$98.00	\$98.00	Business degree, license
\$99.00 - \$100.00	\$99.00	\$99.00	Business degree, license

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[illegible]

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Talent absorption, increased flow



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grains more densely distributed, but most of them are rented by small scale family villas, and the products of the project are differentiated and



伊普西兰德概述

旅游景点

百年水塔 休伦河景观 历史博物馆
消防博物馆 汽车博物馆 艺术中心

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Market overview

Tourism—Although generally small attractions, but suitable for vacation

Century Tower Lake Huron River History Museum
Hall of Flame Petersen Automotive Museum Arts Center

Although less scenic spots, suitable for vacation

TSPUR

大学生 / 研究生

伊普西兰迪是一个大学城，大学生的数量已经达到7万以上，这部分学生往往追求3000美金的年薪。居住的温度和安全感以及性价比是他们考虑的更多的产品为公寓)

东密歇根大学——
位于小镇，
学生人数
23419。

州立韦恩大学——
位于底特律，
学生人数超过3.2万人。

密歇根大学安娜堡分校——
位于安娜堡，
学生人数约为4万人。

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College students and graduate students / teachers

In town and its neighborhood, the number of college students has reached 70,000. The students tend to rent out of school with moderate economic strength, comfort and security, and cost performance are the main factors they care products for apartments).

Eastern Michigan University——
located in the town, the
number of
students is
23419.

Wayne State University——
located in Detroit, the
number of
students is more
than 32,000.

University of Michigan, Ann Arbor——
located in Ann Arbor, the number of students
is about 40 thousand people.

Pay attention to living comfort and facilities

TSPUR

Center for Mobility



底特律市政府不遗余力，继 M-CITY 后，底特律州正在打造一座更大的无人车 The American Center for Mobility. ACM 位于底特律州伊普西兰迪小镇田汽车研发中心，位于 Farmington Hills 有日产汽车工厂。总造价大约 1.5 亿，AMC 预计于 2017 年 12 月 2.5 英里长的高速环境可以投入使用。测试无人车。

TSPUR

Center for Mobility



In order to test the safety of unmanned vehicles, the Michigan government spared no effort, following the M-CITY road test site, which is ACM. The American Center for Mobility. ACM is located in Michigan Farmington Hills TOYOTA automobile research and development center, located in the Farmington Hills. It has invested 80 million US dollars, covering an area of 1.5 square kilometers. AMC expects a 2.5 mile high-speed road to be put into use by December 2017. Ford has expressed interest in using the base to test unmanned vehicles. (The city of Ypsilanti is a research-based city with educational and R & D, and the whole city is dominated by young people.)

TSPUR



12号大道以及94号伊普西兰迪机场直飞芝加哥和底特律(不在)。

直线距离13英里外就是世界著名的底特律都会韦恩县机场，该机场有直飞北京、上海的航班，同时也可以到达芝加哥和底特律等区域。

Traffic—Overview of Ypsilanti



交通主要基于12号、94号州际公路和底特律都会韦恩县机场。该机场有直飞北京、上海的航班，同时也可以到达芝加哥和底特律等区域。

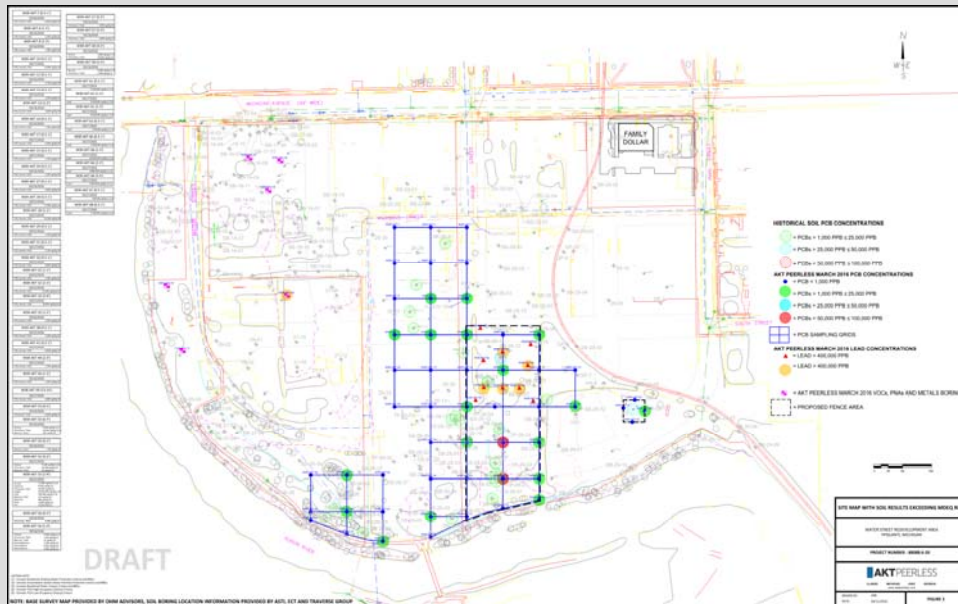
世界著名的底特律都会韦恩县机场距离伊普西兰迪13英里。该机场有直飞北京、上海的航班，同时也可以到达芝加哥和底特律等区域。

Thorough road net, developed traffic, access to land and air

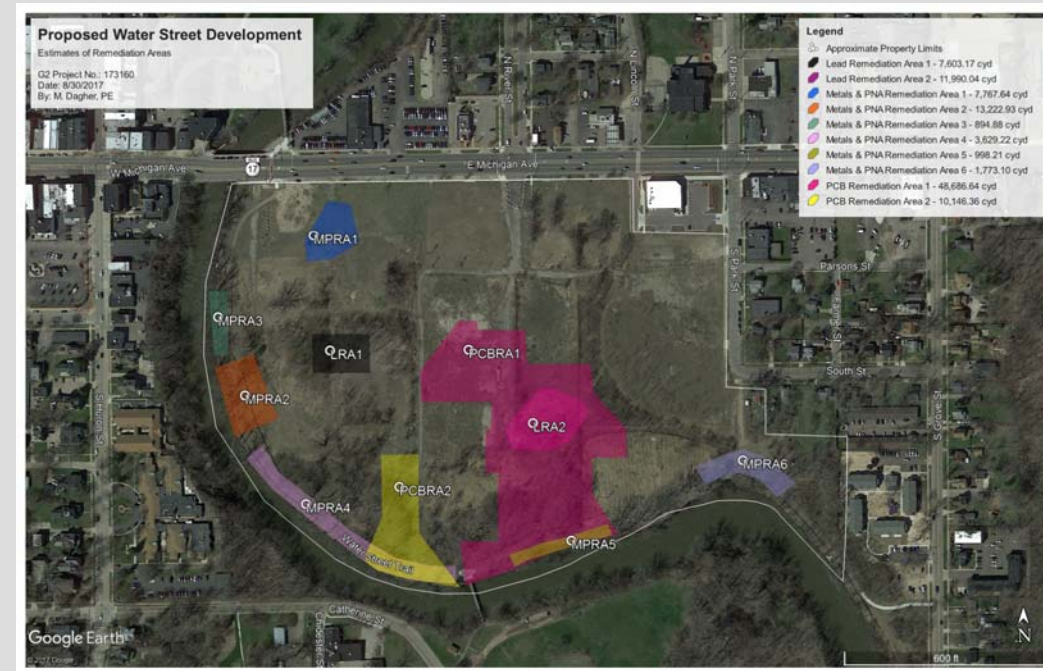
Existing Conditions



Existing Conditions



Evaluation of environmental remediation needs



Existing Conditions



Geotechnical Evaluation





ACTION MINUTES

CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, SEPTEMBER 19, 2017
7:00 p.m.

I. CALL TO ORDER –

The meeting was called to order at 7:12 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 –

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. INTRODUCTIONS –

VII. AUDIENCE PARTICIPATION –

VIII. REMARKS BY THE MAYOR –

IX. PUBLIC HEARING –

International Village - Water Street

A. Resolution No. 2017-208, approving purchase agreement.

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

Approved: Yes – 4; No – 1 (Richardson); Absent – 0; Abstain – 2 (Murdock, Robb)

B. Open public hearing

C. Resolution No. 2017-209, close public hearing

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

Approved: Yes – 7; No – 0; Absent – 0

X. PRESENTATIONS –

— Discussion of Easement Agreement with Michigan Advocacy Program on 15 N. Washington.

XI. ORDINANCES – FIRST READING –

Ordinance No. 1294

An ordinance to rezone 75 Catherine from Core Neighborhood to Production, Manufacturing & Distribution.

- A. Resolution No. 2017-210, determination
Offered By: Council Member Bashert; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 5; No – 0; Absent – 2 (Murdock, Richardson)
- B. Open public hearing
- C. Resolution No. 2017-211, close public hearing
Offered By: Council Member Bashert; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 5; No – 0; Absent – 2 (Murdock, Richardson)

XII. CONSENT AGENDA –

Resolution No. 2017-212

- 1. Resolution No. 2017-213, approving minutes of August 22 and September 5, 2017.
Offered By: Council Member Bashert; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 5; No – 0; Absent – 2 (Murdock, Richardson)
- 2. Resolution No. 2017-214, approving the issuance of a blanket permit for window signs of any size for the month of October for businesses that participate with the Eastern Michigan University's "Follow the Green & White Road" homecoming spirit project.
Offered By: Council Member Bashert; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 5; No – 0; Absent – 2 (Murdock, Richardson)
- 3. Resolution No. 2017-218, approving an extension of agreement for Subaward of Federal Financial Assistance – Delivery of congregate meal services for the Ypsilanti Senior Center. *(Added 9/18/17)*
Offered By: Council Member Bashert; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 5; No – 0; Absent – 2 (Murdock, Richardson)

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

- 1. Resolution No. 2017-215, approving creation of an Affordable Housing Task Force
No Action
- 2. Resolution No. 2017-216, approving contract with AKT Peerless to provide a 12 month vapor intrusion assessment of the residential properties located in the Bell/Kramer neighborhood.
Offered By: Mayor Pro-Tem Brown; Seconded By: Council Member Bashert
Approved: Yes – 5; No – 0; Absent – 2 (Murdock, Richardson)

XIV. LIAISON 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 –

Nominations:

Parks and Rec Commission

Amanda Marshall
413 S Hamilton
Ypsilanti, MI 48197

XIX. ADJOURNMENT –

Resolution No. 2017-217, adjourning the City Council meeting.
The meeting adjourned at 1:14 a.m.