1. Council Meeting Agenda

    Documents:

    11-14-17 REVISED FINAL AGENDA 4.PDF

2. Council Meeting Packet

    Documents:

    COUNCIL PACKET 11-14-17.PDF

3. Council Action Minutes

    Documents:

    ACTION MINUTES 11-14-17.PDF

(Revised 11-14-17)

REVISED
CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, NOVEMBER 14, 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. PRESENTATIONS –

1. OPEB Retiree Health Plan Overview – Kathleen Manning, FSA and Managing Principal, MWM Consulting Group and Daniel Colby, FSA and Consulting Actuary, MWM Consulting Group

2. Community Energy Management Planning Project - Rick Bunch, Executive Director, Southeast Michigan Regional Energy Office (SEMREO)

VIII. AUDIENCE PARTICIPATION –

IX. REMARKS BY THE MAYOR –

X. PUBLIC HEARINGS -

1. Approving a request for Microbrewery/Winery with special permits for outdoor service and Sunday sales Liquor License at 734 Brewing Company Inc., for 15 E. Cross, Ypsilanti, MI 48198.

   A. Resolution No. 2017-251, determination.
   B. Open public hearing.
   C. Resolution No. 2017-252, close public hearing.

XI. ORDINANCES – FIRST READING – *Ordinance No. 1296*

1. An ordinance to amend Ypsilanti City Code Chapter 6, "Alcoholic Liquor" to be consistent with State Law and setting forth the penalties.

   A. Resolution No. 2017-253, determination
   B. Open public hearing
   C. Resolution No. 2017-254, close public hearing

Ordinance No. 1297

2. An ordinance to amend Chapters 14 "Animals"; Chapter 22 "Businesses", and Chapter 102 "Traffic and Vehicles" of the Ypsilanti City Code relating to internal references to Chapter 122 "Zoning".

   A. Resolution No. 2017-255, determination
   B. Open public hearing
   C. Resolution No. 2017-256, close public hearing

Ordinance No. 1298

3. An ordinance to amend Chapter 7, "Medical Marijuana" of the Ypsilanti City Code.

   A. Resolution No. 2017-257, determination
   B. Open public hearing
   C. Resolution No. 2017-258, close public hearing

XII. CONSENT AGENDA – *(added)* *Resolution No. 2017-245*

1. Resolution No. 2017-246, approving minutes of October 3, and October 10, and October 17, 2017.

2. Resolution No. 2017- 247, authorizing the City Treasurer to levy and assess unpaid bills and special assessments on the December 2017 tax roll.

3. Resolution No. 2017-248, approving proposal for design engineering services with Orchard, Hiltz & McCliment (OHM) at a lump sum of $26,750.00.

4. Resolution No. 2017- 249, approving NEZ certificate for 406 S. Hamilton Street.

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2017-259, approving 220 N. Park Street purchase agreement.

2. Resolution No. 2017-260, approving *Ordinance 1295*, an ordinance to establish the Ypsilanti Citizens Police Advisory Commission. ***(Second Reading)***

3. Resolution No. 2017-261, approving Memorandum of Understanding for Community Energy Management Planning Project.

3. Resolution No. 2017-262, approving Sustainability Commission recommendations.

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

XIV. COUNCIL PROPOSED BUSINESS –

XV. COMMUNICATIONS FROM THE MAYOR –

XVI COMMUNICATIONS FROM THE CITY MANAGER –

- 2nd November meeting rescheduled to November 28th

XVII. COMMUNICATIONS –

- Police Department Bench Warrant Report
- Traffic Review Minutes of November 2, 2017

XVIII. AUDIENCE PARTICIPATION –

XIX. REMARKS FROM THE MAYOR –

XIV. CLOSED SESSION -

Closed Session for the purpose of discussing collective bargaining strategy, pursuant to MCL 15.268(c)

XX. ADJOURNMENT –

Resolution No. 2017-263, adjourning the City Council meeting.

(Revised 11-14-17)

REVISED

CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, NOVEMBER 14, 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. PRESENTATIONS –

1. OPEB Retiree Health Plan Overview – Kathleen Manning, FSA and Managing Principal, MWM Consulting Group and Daniel Colby, FSA and Consulting Actuary, MWM Consulting Group

2. Community Energy Management Planning Project - Rick Bunch, Executive Director, Southeast Michigan Regional Energy Office (SEMREO)

VIII. AUDIENCE PARTICIPATION –

IX. REMARKS BY THE MAYOR –

X. PUBLIC HEARINGS -

1. Approving a request for Microbrewery/Winery with special permits for outdoor service and Sunday sales Liquor License at 734 Brewing Company Inc., for 15 E. Cross, Ypsilanti, MI 48198.

   A. Resolution No. 2017-251, determination.
   B. Open public hearing.
   C. Resolution No. 2017-252, close public hearing.

XI. ORDINANCES – FIRST READING – *Ordinance No. 1296*

1. An ordinance to amend Ypsilanti City Code Chapter 6, "Alcoholic Liquor" to be consistent with State Law and setting forth the penalties.

   A. Resolution No. 2017-253, determination
   B. Open public hearing
   C. Resolution No. 2017-254, close public hearing

Ordinance No. 1297

2. An ordinance to amend Chapters 14 "Animals"; Chapter 22 "Businesses", and Chapter 102 "Traffic and Vehicles" of the Ypsilanti City Code relating to internal references to Chapter 122 "Zoning".

   A. Resolution No. 2017-255, determination
   B. Open public hearing
   C. Resolution No. 2017-256, close public hearing

Ordinance No. 1298

3. An ordinance to amend Chapter 7, "Medical Marijuana" of the Ypsilanti City Code.

   A. Resolution No. 2017-257, determination
   B. Open public hearing
   C. Resolution No. 2017-258, close public hearing

XII. CONSENT AGENDA – *(added)* *Resolution No. 2017-245*

1. Resolution No. 2017-246, approving minutes of October 3, and October 10, and October 17, 2017.

2. Resolution No. 2017- 247, authorizing the City Treasurer to levy and assess unpaid bills and special assessments on the December 2017 tax roll.

3. Resolution No. 2017-248, approving proposal for design engineering services with Orchard, Hiltz & McCliment (OHM) at a lump sum of $26,750.00.

4. Resolution No. 2017- 249, approving NEZ certificate for 406 S. Hamilton Street.

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2017-259, approving 220 N. Park Street purchase agreement.

2. Resolution No. 2017-260, approving *Ordinance 1295*, an ordinance to establish the Ypsilanti Citizens Police Advisory Commission. ***(Second Reading)***

3. Resolution No. 2017-261, approving Memorandum of Understanding for Community Energy Management Planning Project.

3. Resolution No. 2017-262, approving Sustainability Commission recommendations.

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

XIV. COUNCIL PROPOSED BUSINESS –

XV. COMMUNICATIONS FROM THE MAYOR –

XVI COMMUNICATIONS FROM THE CITY MANAGER –

- 2nd November meeting rescheduled to November 28th

XVII. COMMUNICATIONS –

- Police Department Bench Warrant Report
- Traffic Review Minutes of November 2, 2017

XVIII. AUDIENCE PARTICIPATION –

XIX. REMARKS FROM THE MAYOR –

XIV. CLOSED SESSION -

Closed Session for the purpose of discussing collective bargaining strategy, pursuant to MCL 15.268(c)

XX. ADJOURNMENT –

Resolution No. 2017-263, adjourning the City Council meeting.

MWM Consulting Group

Retiree Health Plan Overview
City of Ypsilanti

Meeting of November 14, 2017

Disclosure

The information presented in this highlights summary was prepared to assist the City of Ypsilanti in their review of the funding of and financial accounting for their Retiree Health *(OPEB) Plans. This summary was prepared as a discussion aid and as supplement to the complete actuarial report. This summary may not otherwise be copied or reproduced in any form without the consent of the City of Ypsilanti and may only be provided to other parties in its entirety.*

MWM Consulting Group

Overview

- Introduction
- Participant Data
- Significant Actuarial Assumptions
- Actuarial Values Summary
- Actuarial Valuation Results – June 30, 2017
- Budgeted Annual Contributions (ARC)
- Accounting Statement GASB 45 and GASB 74/75
- Accounting Results – GASB 45
- GASB 75 Impact – Financial Statement Liabilities
- Considerations

MWM Consulting Group

Introduction

- MWM Consulting Group
  - An independent boutique service provider founded in 1993 by experienced actuaries from national firms
  - Serving the City of Ypsilanti since 2008 – OPEB actuary and retirement plans second opinion advisor
  - Wide ranging actuarial capabilities
  - Broadly experienced, highly credentialed professionals
- City of Ypsilanti Team
  - Kathleen (Kathy) Manning FSA, EA, MAAA, FCA
    - Client experience includes non-profit, for profit and governmental entities
    - Consulting background includes retirement plans, health plans, executive benefits, strategic and dynamic forecasting, accounting requirements
  - Daniel (Dan) Colby FSA, EA, MAAA, FCA
    - Client experience includes non-profit, for profit and governmental entities
    - Consulting background includes retirement plans, health plans, executive benefits, technology strategic and dynamic forecasting, specialty technology applications
- Additional MWM credentialed actuaries and support staff available as required

MWM Consulting Group

Participant Data Summary

Status	MERS	Police	Fire	Total
Active Participants (includes current employees with waivers)	42	24	16	82
Retired Participants	36	64	39	139
Total	78	88	55	221
Average Age (Actives)	47.1 years	39.9 years	40.4 years	43.7 years
Average Service (Actives)	12.6 years	11.6 years	13.2 years	12.5 years

Significant Actuarial Assumptions

Item	6/30/2017 Valuation			Comments
Health Care Cost Trend Rates	Annual Increase (8.0% at 2017 graded down .5% per year to 5.0% in 2023)			Review annually
Rate of Return on Investments/ Discount Rate	6.5%			Determined annually. For GASB 74/75 requires continued sufficiency else muni rate (3%-4%) Review annually
Participation Rates	70% of Employees and 30% of spouses. 70% are assumed married			
Retirement Rates	**Fire** Graded by service (50% at 20 years, 15% at 21- 29, 100% at 30 years)	**Police** Graded by service (60% at 20 years, 40% at 21,22, 50% above 23-29, 100% at 30 years)	**MERS** Graded by age depending upon retirement eligibilities (22% at age 40, 100% at age 70)	Review
Mortality Rates	RP 2000 projected to 2017 by scale AA			New Society of Actuaries (SOA) Mortality tables to be published in 2018 based upon public sector experience

MWM Consulting Group

Actuarial Values Summary – GASB 45

Actuarial Values	June 30, 2017	June 30, 2015
Actuarial Accrued Liability as of 6/30	$ 22,037,740	$ 17,973,717
Value of Assets as of 6/30	$ 6,412,638	$ 4,151,206
Unfunded Actuarial Accrued Liability	$ 15,625,102	$ 13,822,511
Normal Cost as of 6/30	$ 311,479	$ 233,334
Amortization of Unfunded Actuarial Accrued Liability	$ 1,123,503	$ 1,136,868
Annual Required Contribution (GASB 45)	$ 1,434,982	$ 1,370,202
Census		
Actives	82	83
Retirees	139	136
Total	221	219
Annual Payroll	$ 4,499,309	$ 4,615,356

MWM Consulting Group

Actuarial Valuation Results June 30, 2017

	MERS	Police	Fire	Total
1. Accrued Liability	$ 7,091,451	$ 8,584,914	$ 6,361,375	$ 22,037,740
2. Actuarial Value of Assets	$ 3,128,113	$ 2,220,861	$ 1,063,664	$ 6,412,638
3. Unfunded Liability (1) - (2)	$ 3,963,338	$ 6,364,053	$ 5,297,711	$ 15,625,102
4. Normal Cost	$ 124,308	$ 93,788	$ 93,383	$ 311,479
5. Amortization Payment (30 Years)	$ 284,979	$ 457,599	$ 380,925	$ 1,123,503
6. Annual Required Contribution (4) + (5)	$ 409,287	$ 551,387	$ 474,308	$ 1,434,982
7. Valuation Payroll	$ 2,182,182	$ 1,474,115	$ 843,012	$ 4,499,309
8. Funded Percentage	44.1%	25.9%	16.7%	29.1%
UAAL% of Payroll	181.6%	431.7%	628.4%	347.3%
ARC % of Payroll	18.8%	37.4%	56.3%	31.9%
Pay as you go % of Payroll	16.4%	32.0%	47.6%	27.3%

MWM Consulting Group

Budgeted Annual Required Contribution (ARC)

Actuarial Determined Contribution (ARC)/Funding Policy Contribution

- GASB 45 develops a contribution amount – the Actuarial Required Contribution (ARC) – but it is not a required funding amount, it is an accounting value under GASB 45
- The City practice has been to budget and fund the amount developed under the GASB 45 ARC
- Actuarially Determine Contribution is based upon the Entry Age Normal method plus amortization **on level dollar amount** over 30 years on an open basis.
- Under GASB 75, there is no prescribed funding amount – the City may determine the funding policy to remain based upon the GASB 45 ARC calculation or may base it upon another basis or method.

Fiscal Year End	ARC	Actual Contributions	Benefit Payments
June 2017	1,434,982 (actual)	1,392,235	1,063,766
June 2018	1,515,595 (budgeted)		

MWM Consulting Group

Accounting Statements GASB 45 and 75

- GASB 45 Applies for fiscal year ending 2017
  - Measures Net OPEB obligation for financial statement liability as comparison between accumulated OPEB annual expenses and accumulated employer contributions
  - GASB 45 annual OPEB expense is calculated based upon an Actuarial Required Contribution calculation with adjustments for interest and amortization on the outstanding OPEB liability.
- GASB 75 Applies for fiscal year ending 2018
  - Measures Net Obligation for financial statement liability as the difference between the actuarial accrued liability and the market value of assets.
  - Transition to GASB 75 for fiscal year ending 2018 will require an opening balance adjustment at July 1, 2017. The adjustment equal the difference between the June 30, 3017 Net OPEB Liability and the GASB 75 Net Obligation as of July 1, 2017
  - Opening Balance adjustment expected to be $15,537,639, and would be a direct entry to the balance sheet.
  - GASB 75 measures OPEB expense differently. It is based upon annual cost of accruals with adjustments for amortization of gains/losses, and interest charges and credits.

MWM Consulting Group

GASB 45 Results as of 6/30/2017

Item	MERS	Police	Fire	Total
a. Annual Required Contribution	$ 409,287	$ 551,387	$ 474,308	$ 1,434,982
b. Interest on net OPEB obligation:	835	1,125	967	2,927
c. Adjustment to annual required contribution	(923)	(1,244)	(1,070)	(3,237)
d. Annual OPEB cost (expense) (a + b + c)	$ 409,199	$ 551,268	$ 474,205	$ 1,434,672
e. Contributions made	(459,892)	(411,350)	(520,993)	(1,392,235)
f. Increase in net OPEB obligation	(50,693)	139,918	(46,788)	42,437
g. Net OPEB obligation – beginning of year	12,842	17,301	14,883	45,026
h. Net OPEB obligation – end of year (f + g)	$ (37,851)	$ 157,219	$ (31,905)	$ 87,463

MWM Consulting Group

GASB 75 Impact - Liabilities

	June 30, 2017	July 1, 2017	Comments
Net OPEB Liability under GASB 45	$ 87,463	N/A	Financial Accounting under GASB 45 expires FYE 2017
OPEB Liability under GASB 75	N/A	$15,625,102 (6.5% Discount Rate)	Financial Accounting under GASB 75 for expense and disclosure applies for FYE 2018
Opening Adjustment		$15,537,639 (6.5% Discount Rate	Liability at year end will depend upon discount rate and value of assets at year end.

MWM Consulting Group

Considerations

- Articulation of the Funding Policy
  - GASB 74/75 discounted liabilities are based upon projection of benefit payments, assets and employer contribution under the stated funding policy.
  - The City's current practice has been to fund the plan based upon the Entry Age Normal Method with a 30 year level dollar amortization (the basis used for the City's GASB 45 Annual Required Contribution (ARC) calculation.
  - If the City does not articulate a formal funding policy, then the past year's practices will govern the projection basis of contributions under GASB 75
- Changes in contribution policy can change sufficiency projections and may cause the discount rate to be adjusted lower with resulting increase in accounting liabilities.

Considerations

- Periodic reviews of assumptions to monitor experience
  - Retirement Ages, health care trend increases, investment experience,
  - Participation levels
- Evaluation of contribution goals with respect to
  - Stability of costs as a percentage of payroll
  - Effects of fluctuations in liabilities and assets upon balance sheet CAFR
  - Intergenerational equity with respect to allocations of costs
- Expect expanded increased disclosures, documentation and validation

MWM Consulting Group

CITY OF YPSILANTI

ACCOUNTING FOR POST EMPLOYMENT BENEFIT PLANS UNDER GASB #45 AS OF JUNE 30, 2017 FOR FISCAL YEAR ENDING JUNE 30, 2017

OCTOBER 2017

TABLE OF CONTENTS

SUMMARY OF PRINCIPAL RESULTS

MWM Consulting Group was retained to prepare an actuarial valuation of the City of Ypsilanti's retiree health programs for the purpose of determining the expense and liabilities to be reported on the City's financial statement for the fiscal period ending June 30, 2017. Key results of the valuation are summarized below, along with selected results from the prior year for comparison.

This report contains the information required for the 2017 fiscal year end in compliance with

- GASB Statements Nos. 43 and 45 for purposes of determining annual OPEB expense and
- Under GASB Statements Nos. 43, 45 for purposes of disclosure

At the end of fiscal 2017 the Net OPEB Obligation as calculated under GASB 45 is $87,463, and is the number to be reported on the financial statements as of June 30, 2017.

Actuarial Values	June 30, 2017	June 30, 2015
Actuarial Accrued Liability as of 6/30	$ 22,037,740	$ 17,973,717
Value of Assets as of 6/30	$ 6,412,638	$ 4,151,206
Unfunded Actuarial Accrued Liability	$ 15,625,102	$ 13,822,511
Normal Cost as of 6/30	$ 311,479	$ 233,334
Amortization of Unfunded Actuarial Accrued Liability	$ 1,123,503	$ 1,136,868
Annual Required Contribution	$ 1,434,982	$ 1,370,202
Census		
Actives	82	83
Retirees	139	136
Total	221	219
Annual Payroll	$ 4,499,309	$ 4,615,356

Accounting Values	June 30, 2017	June 30, 2016 (interim)
OPEB Cost	$ 1,434,672	$ 1,277,984
Employer Contributions	$ 1,392,235	$ 1,208,716
Net OPEB as of 6/30	$ 87,463	$ (34,740)

NEW ACCOUNTING STATEMENTS EFFECTIVE 2018

This is the last year in which statement GASB 43/45 calculations and schedules, will apply. For the 2018 fiscal year, GASB 74/75 statement will apply for OPEB plans such as the Ypsilanti program. GASB 74/75 requires supplemental schedules which show the Net Fiduciary Position (market assets), Total OPEB Liability (Accrued Liability) and Net OPEB Liability (liability less assets).

For this fiscal year ending June 30, 2017, the OPEB expense will be reported under GASB 43/45 and the disclosure information will be reported under both GASB 43/45. Next fiscal year, the City's OPEB expense will be calculated under GASB 74/75 and GASB 43/45 will no longer apply. A separate exhibit illustrating the impact of GASB 74/75 has been prepared outside of this report.

RETIREE MEDICAL PLAN

The City sponsors life insurance and health benefit plans for employees and retired former employees. The provisions of the programs are summarized in the appendices of this study, but in general, the City subsidizes a portion of the cost for hospital and medical coverage for eligible retired employees and their dependents. The subsidy is both a direct contribution for certain eligible employees and an implied age-related cost differential based upon the expected higher cost of coverage for retired employees versus the average cost for the entire group.

FUNDING VERSUS ACCOUNTING

Accounting standards effect the definition, measurement and allocation of liabilities and expenses that are published by employers in their annual financial statements. The accounting statements require employers to accrue costs on their books, but do not require employers to make contributions.

Accounting liabilities under GASB standards are impacted by the level of employer funding. In general, pre-funded programs earn investment income on accumulated assets which pay as you go programs do not. The investment income from pre-funded plans lowers the amount of contributions required from the employer and is reflected and anticipated in the accounting liabilities via the assumed rate of return (discount rate).

ACCRUAL AND FUNDING PATTERNS

An employee hired at age 20 will not begin to receive retiree health benefits for decades, although the employee earns these benefits during his working years, before retirement. The employee earns, or accrues these benefits over his working lifetime, and receives the benefits during retirement. An employer with young employees and no retirees has no cash disbursements for retiree health benefits for many years, although the obligation for these benefits begins to accumulate with the first employee. Putting more money aside than will be paid out currently in anticipation of payouts in the future is called pre-funding an obligation. Whereas making payments only as each benefit amount comes due is called pay-as-you-go or terminal funding.

Systematic prefunding patterns for retirement benefits are developed according to various actuarial methodologies, which can call for increasing, decreasing or level patterns of annual contributions depending upon the demographics of the group and the financial considerations of an employer.

ACTUARIAL FUNDING METHOD

Under GASB 43/45 the Annual Required Contribution (ARC) can be determined under any of six acceptable actuarial methods defined under the GASB standards. For this report, liabilities and annual costs were developed under the most common actuarial methodology – *the entry age normal method.* This method is currently used for many governmental pension plans and is a fairly stable method that is consistent with level percentage of payroll funding. For GASB 74, only the Entry Age normal method is acceptable for computing annual expense and year end liabilities. However, the GASB 43/45 ARC methodology options are acceptable as methods for determining the annual contribution to the Plan, denoted in GASB 74/75 parlance as the Actuarially Determined Contribution.

The City's Policy is to contribute the ARC determined under the entry age normal method with a 30-year amortization of the unfunded on a level dollar basis. The ARC then, is the Actuarially Determined Contribution amount under the Policy.

SUBSTANTIVE PLAN (BENEFIT PLAN PROVISIONS)

Under GASB, the benefit program to be valued is referred to as the Substantive Plan, which may or may not be set forth in a written document, but which includes the benefits which are understood by the employer, employees and other participants to be provided for under the program.

The City's retiree medical plan provides continuation of employer subsidized health coverage (for the retiree and their dependents, if any) upon the retirement from the City after meeting the age and service requirements for retirement.

DATA

The calculations in this report are based upon data submitted by City for active and retired employees and their dependents.

CLAIMS COSTS

The costs of the benefit programs measured were based upon the premium rates and costs in effect at June 30, 2017.

GASB STATEMENT 43 45 VALUATION COMPONENTS

The Statement requires several measurements. An **Actuarial Accrued Liability** (AAL) must be calculated and an **Annual Required Contribution** (ARC) must be developed. The Actuarial Accrued Liability is the portion of the total actuarial present value of plan benefits which is allocated (based upon the Actuarial Cost Method) to prior periods and not to be provided for by future **Normal Costs**. The Normal Cost represents the portion of benefit costs assigned to the current year.

GASB 43 45 ANNUAL REQUIRED CONTRIBUTION

The Normal Cost represents the value of benefits under the Actuarial Cost Method being allocated to the valuation year. In addition to the Normal Cost, the current value of benefits attributable to accruals in prior years, the Unfunded Liability (UAL), must also be reflected. The Unfunded Actuarial Liability is the Actuarial Accrued Liability less any assets accumulated under a dedicated trust or fund for payment of the retiree health plan benefit liabilities. Under the GASB rules, the Unfunded Actuarial Liability costs may be amortized (spread) over a period of years not to exceed 30 years.

The Annual Required Contribution (ARC) is the sum of the Normal Cost for the valuation year, plus the Amortization Payment Cost of the Unfunded Accrued Liability.

ACCOUNTING VALUATION

This accounting valuation is determined for the sole purpose of meeting Plan and employer financial accounting requirements as prescribed under GASB Statements and may not be appropriate for the determination of the contribution level, the Plans' funding requirements, or for other purposes.

ACTUARIAL CERTIFICATION

This is to certify that MWM Consulting Group has prepared an Actuarial Valuation of the Plan as of June 30, 2017 for the primary purpose of providing financial accounting information required for compliance with GASB Statement Nos. 43, and 45. The results of this valuation have been prepared in conformance with our understanding of the relevant provisions of the those GASB Statements.

The information and valuation results shown in this report are prepared with reliance upon information and data provided to us, which we believe to the best of our knowledge to be complete and accurate and include:

- Employee census data submitted by the City. This data was not audited by us but appears to be consistent with prior information, and sufficient and reliable for purposes of this report.

- Financial and insurance data submitted by the City

- Statutory code provisions and Plan summaries as supplied by the City

Actuarial valuations involve calculations that require assumptions about future events. We believe the assumptions and methods used are within the range of possible assumptions that are reasonable and appropriate for the purposes for which they have been used. Results shown in this report could be materially different from the actual outcome if actual plan experience differs from the assumptions used.

In our opinion, all methods, assumptions and calculations are in accordance with requirements of GASB Statements Nos. 43 and 45, and the procedures followed and presentation of results are in conformity with generally accepted actuarial principles and practices. The undersigned actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. There is no relationship between the City and MWM Consulting Group that impacts our objectivity.

MWM CONSULTING GROUP

[redacted] [redacted] 11/7/2017

Kathleen E Manning, FSA	Daniel W. Colby, FSA	Date
Managing Principal & Consulting Actuary	Consulting Actuary	
MWM Consulting Group	MWM Consulting Group	

Liabilities are summarized by participant status (active-fully eligible, active not yet eligible, retired) and certificated/non-certificated categories.

Closed Group Valuation

This valuation has been prepared on a closed group valuation basis, meaning only the existing population has been considered.

Change in Assumptions

The mortality table was change to the RP2000 table with mortality improvements projected to 2017. The discount rate was changed to 6.5% from 8.0%.

Substantive Plan

Under GASB, the benefit program to be valued is referred to as the Substantive Plan, which may or may not be set forth in a written document, but which includes the benefits which are understood by the employer, employees and other participants to be provided for under the program.

The City's retiree medical plan provides continuation of employer subsidized health coverage (for the retiree and their dependents, if any) upon the retirement from the City after meeting the age and service requirements for retirement.

Actuarial Cost Method

The Annual Required Contribution (ARC) and actuarial accrued liabilities were developed under the Entry Age Normal method.

Annual Required Contributions

The ARC for the 2017 fiscal year is $1,434,981 (31.9% of payroll) based upon the June 30 valuation date. The ARC can be compared with the related actual cash outlay on a pay as you go basis. The annual expected pay-as-you-go cost as of the valuation date is approximately $1,230,438 (27.3% of payroll) versus the ARC amount of 31.9% of payroll.

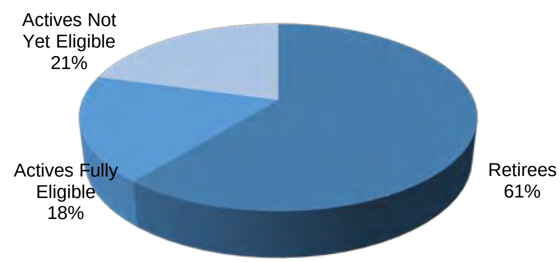
Exhibits

Exhibits 1, 2 and 3 display liability amounts and selected valuation results including the Annual Required Contribution amounts.

Exhibit 1

Present Value of Future Benefits as of June 30, 2017 for Fiscal Year Ending June 30, 2017

By Employee Status		
Retirees	$	14,866,401
Actives Fully Eligible		4,470,844
Actives Not Yet Eligible		5,058,091
Total	**$**	**24,395,336**



By Category		
MERS	$	8,015,399
Police		9,087,294
Fire		7,292,643
Total	**$**	**24,395,336**

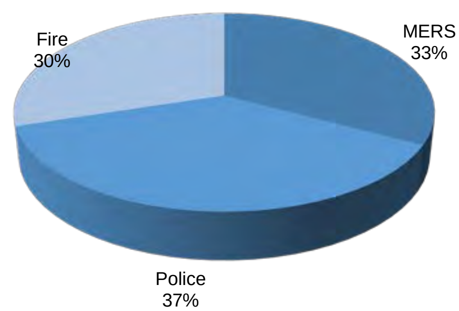
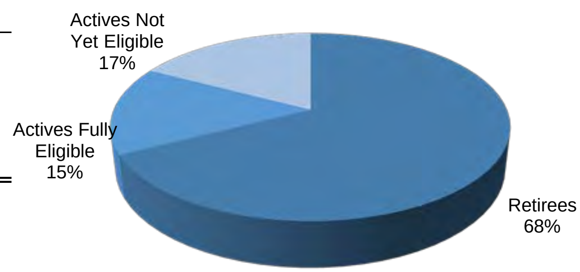


Exhibit 2

Actuarial Accrued Liability (AAL)
as of June 30, 2017 for
Fiscal Year Ending June 30, 2017

By Employee Status		
Retirees	$	14,866,401
Actives Fully Eligible		3,364,693
Actives Not Yet Eligible		3,806,646
Total	**$**	**22,037,740**



By Category		
MERS	$	7,091,451
Police		8,584,914
Fire		6,361,375
Total	**$**	**22,037,740**

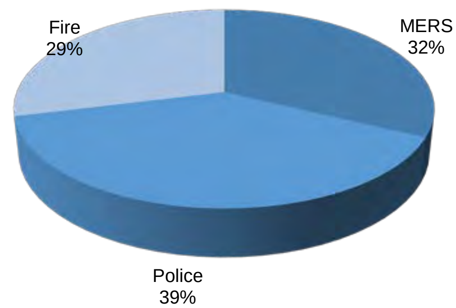


Exhibit 3

Annual Required Contribution
Summary for Fiscal Year Ending
June 30, 2017

Discount Rate: 6.50%

Health Care Trend Rates 8% in 2017 to 5.0% in 2023 and later

	MERS	Police	Fire	Total
1. Accrued Liability	$ 7,091,451	$ 8,584,914	$ 6,361,375	$ 22,037,740
2. Actuarial Value of Assets	$ 3,128,113	$ 2,220,861	$ 1,063,664	$ 6,412,638
3. Unfunded Liability (1) - (2)	$ 3,963,338	$ 6,364,053	$ 5,297,711	$ 15,625,102
4. Normal Cost	$ 124,308	$ 93,788	$ 93,383	$ 311,479
5. Amortization Payment (30 Years)	$ 284,979	$ 457,599	$ 380,925	$ 1,123,503
6. Interest on (4) and (5)	$ 0	$ 0	$ 0	$ 0
7. Annual Required Contribution (4) + (5) + (6)	$ 409,287	$ 551,387	$ 474,308	$ 1,434,982
8. Valuation Payroll	$ 2,182,182	$ 1,474,115	$ 843,012	$ 4,499,309
UAAL% of Payroll	181.6%	431.7%	628.4%	347.3%
ARC % of Payroll	18.8%	37.4%	56.3%	31.9%
Pay as you go % of Payroll	16.4%	32.0%	47.6%	27.3%

ANNUAL OPEB COST

The GASB 45 Annual OPEB Cost is the amount which is to be expensed for the period and which has these three components:

1) **The Annual Required Contribution Amount which is the sum of a, b, and c below.**

   a) **Normal Cost** is the portion of the Actuarial Present Value of benefits allocated to the valuation year according to the actuarial cost method.
   b) **Amortization of the Unfunded Actuarial Accrued Liability** is the amount to be amortized over no more than thirty years, of the excess of the Actuarial Accrued Liability over the fair value of assets, both measured at the valuation date.
   c) **Amortization of Gains or Losses** in subsequent years, of the unfunded actuarial accrued liability which may be amortized separately or as part of the annual amortization of the unfunded actuarial accrued liability.

2) **The ARC Adjustment Amount,** an amount which is added / subtracted from the ARC to adjust the annual cost for amounts already accrued and reflected in the beginning of year Net OPEB Obligation. In general, the ARC Adjustment is equal to the annual amortization amount of the Beginning of Year Net OPEB Obligation.

3) **Interest** for the year at the valuation discount rate on the beginning of year Net OPEB Obligation.

NET OPEB OBLIGATION

The Net OPEB Obligation which is to be accrued on the financial statement is the amount of accumulated OPEB costs which remain unfunded as of the reporting date. For the first reporting period, the OPEB Cost is the ARC, and the yearend Net OPEB liability is the OPEB Cost less employer contributions. Exhibits on the following pages illustrate the calculations for each of these items.

Exhibit 4	Components of Net Annual Obligation and Expense
Exhibit 5	Schedule of Contributions, OPEB Costs and Obligations
Exhibit 6	Schedule of Funded Status and Funding Progress
Exhibit 7	Required Supplementary Information

Plan Description

The City provides the continuation of health care benefits and life insurance to employees, who retire from the City. Employees who terminate after reaching retirement eligibility in the plan are eligible to elect to continue their health care coverage by paying the monthly premium rate. Because the actuarial cost of health benefits for retirees exceeds the average amount paid by retirees, the additional cost is paid by the City and is the basis for the OPEB obligation accounted for under GASB 45 (and subsequently under GASB 74/75).

Annual OPEB Cost and Net OPEB Obligation

The City's annual OPEB cost is calculated based on the annual required contribution. The ARC (Annual Required Contribution) represents the normal cost each year and an amount to amortize the unfunded actuarial liability over thirty years as a level dollar amount, on an open basis.

Exhibit 4 Components of Net OPEB Obligation and Expense

The following table shows the annual OPEB costs for the year, the amount contributed to the plan and changes in the net OPEB obligation. The *Net OPEB Obligation* is the amount entered as of yearend as the net liability for other post-employment benefits.

Item	Amount as of 6/30/2017			
	MERS	Police	Fire	Total
a. Annual Required Contribution	$ 409,287	$ 551,387	$ 474,308	$ 1,434,982
b. Interest on net OPEB obligation:	835	1,125	967	2,927
c. Adjustment to annual required contribution	(923)	(1,244)	(1,070)	(3,237)
d. Annual OPEB cost (expense) (a + b + c)	$ 409,199	$ 551,268	$ 474,205	$ 1,434,672
e. Contributions made	(459,892)	(411,350)	(520,993)	(1,392,235)
f. Increase in net OPEB obligation	(50,693)	139,918	(46,788)	42,437
g. Net OPEB obligation – beginning of year	12,842	17,301	14,883	45,026
h. Net OPEB obligation – end of year (f + g)	**$ (37,851)**	**$ 157,219**	**$ (31,905)**	**$ 87,463**

Exhibit 5 Schedule of Contributions, OPEB Costs and Net Obligations

Fiscal Year Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
6/30/17	$ 1,434,672	97%	$ 87,463
6/30/16	$ 1,370,395	94%	$ 45,026
6/30/15	$ 1,277,984	95%	$ (34,740)
6/30/14	$ 1,278,443	94%	$ (104,008)
6/30/13	$ 1,279,216	89%	$ (186,417)
6/30/12	$ 991,286	105%	$ (326,461)
6/30/11	$ 990,482	96%	$ (272,699)
6/30/10	$ 1,193,651	102%	$ (315,024)
6/30/09	$ 1,192,998	124%	$ (290,487)

Funded Status and Funding Progress

As of June 30, 2017, the actuarial accrued liability for benefits was $22,037,740 and the actuarial value of assets was $6,412,638. The covered payroll was approximately $4,499,309, and the ratio of the unfunded actuarial accrued liability to the covered payroll was 347.3%.

Actuarial Method and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan understood by the employer and plan members) and include the benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members.

In the actuarial valuation for the fiscal year ended June 30, 2017, the entry age normal cost method was used. The actuarial assumptions included an annual healthcare cost trend rate of 8% initially, reduced to an ultimate rate of 5% after seven years. Rates include a 2.5% general inflation assumption. The Unfunded Accrued Actuarial Liability is being amortized as a level dollar amount over 30 years.

Exhibit 6 Schedule of Funded Status and Funding Progress

The funded status of the plan as of June 30, 2017:

	MERS	Police	Fire	Total
1. Actuarial Accrued Liability (AAL)	$ 7,091,451	$ 8,584,914	$ 6,361,375	$ 22,037,740
2. Actuarial Value of Assets	$ 3,128,113	$ 2,220,861	$ 1,063,664	$ 6,412,638
3. Unfunded Actuarial Accrued Liability (UAAL)	$ 3,963,338	$ 6,364,053	$ 5,297,711	$ 15,625,102
4. Funded Ratio (2) / (1)	44.1%	25.9%	16.7%	29.1%
5. Covered Payroll (Active Plan Members)	$ 2,182,182	$ 1,474,115	$ 843,012	$ 4,499,309
6. UAAL as a Percentage of Covered Payroll (3) / (5)	181.6%	431.7%	628.4%	347.3%

Exhibit 7 Required Supplementary Information

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Unfunded Actuarial Accrued Liability (UAAL)	Funded Ratio	Covered Payroll
6/30/17	$6,412,638	$22,037,740	$15,625,102	29.1%	$4,499,309
6/30/15	$4,151,206	$17,973,717	$13,822,511	23.1%	$4,615,356
6/30/13	$3,412,331	$15,935,506	$12,523,175	21.4%	$4,722,802
6/30/11	$3,019,998	$12,121,822	$9,101,824	24.9%	$5,767,671
6/30/09	$1,414,918	$12,430,962	$11,016,044	11.4%	$6,028,949

Statements of Fiduciary Net Position
Fiscal Period Ended June 30, 2017

Item	Plan Year Ending 6/30/2017
1. Investments at Fair Value:	
a. Cash and Cash Equivalents	$ 1,536,193
b. General Retirees Healthcare Fund	1,504,127
c. Police and Fire Healthcare Fund	3,284,525
d. Prepaid Expenses	78,351
e. Accrued Interest and Receivables	9,442
f. Other	0
g. Subtotal Assets (a + b + c + d + e + f)	$ 6,412,638
2. Liabilities	
a. Expenses Payable	$ 0
b. Liability for Benefits Due and Unpaid	0
c. Other Liabilities	0
d. Total Liabilities	$ 0
3. Net Market Value of Assets Available for Benefits: (1k-2d)	$ 6,412,638

Statements of Changes in Fiduciary Net Position
Fiscal Period Ended June 30, 2017

Item	Plan Year Ending 6/30/2017
Additions	
Contributions	$ 1,392,235
Investment Income	
Net Realized and Unrealized Gains/(Losses), Dividends and Other Income	$ 392,088
Interest	6,207
Net Investment Income	398,295
Total Additions	$ 1,790,530
Deductions	
Benefits	$ 1,063,766
Administrative and Investment Expenses	0
Total Deductions	1,063,766
Total Increase (Decrease)	$ 726,764
Net Market Value of Assets Available for Benefits:	
Beginning of Year	$ 5,685,874
End of Year	$ 6,412,638

Actuarial Assumption Item	Annual Actuarial Valuation
Actuarial Cost Method	The Actuarial Cost Method used in this valuation is the Entry Age Normal Actuarial Cost Method. Under this Method, a Normal Cost is developed by spreading the actuarial value of benefits expected to be received by each active participant over the total working lifetime of that participant, from hire to termination, as a level percentage of pay. To the extent that current assets and future Normal Costs do no support participants' expected future benefits, an Unfunded Actuarial Accrued Liability ("UAAL") develops. The UAAL is amortized as a level dollar amount over 30 years on an open basis.
Discount (Interest) Rate	A discount rate of 6.5% was used.
Salary Increase	Salaries are assumed to increase at the rate of 3.0% per annum.
Claim Costs	**Medical** The following monthly costs for medical and prescription drug benefits were used for all plans: For those not eligible for Medicare: $934.74 For those eligible for Medicare: $910.95 The medical cost rates are distributed for age and sex at retirement. **Dental** The monthly per member dental cost is $30.00. **Vision** The monthly per member dental cost is $5.00.
Mortality	Probabilities of death for participants were according to the RP-2000 projected to 2017 Combined Table for Males and Females. No provision for future mortality improvements beyond the valuation date were included

Actuarial Assumption Item	Annual Actuarial Valuation
Retirement	Rates of retirement are based upon age only. Rates are shown below:

MERS

Age	F(50)	F(55)	F(N)	Without F(50) or F(55) or F(N)
40				22%
41				22%
42				22%
43				22%
44				22%
45				22%
46				22%
47				22%
48				22%
49				22%
50	22%			22%
51	22%			22%
52	22%			22%
53	22%			22%
54	24%			24%
55	18%	18%		18%
56	14%	15%		14%
57	16%	10%		16%
58	18%	15%		18%
59	18%	20%		18%
60	20%	20%	20%	20%
61	24%	24%	24%	24%
62	24%	24%	24%	24%
63	24%	24%	24%	24%
64	27%	27%	27%	27%
65	30%	30%	30%	30%
66	30%	30%	30%	30%
67	30%	30%	30%	30%
68	30%	30%	30%	30%
69	30%	30%	30%	30%
70 and above	100%	100%	100%	100%

Actuarial Assumption Item	Annual Actuarial Valuation
Retirement (cont.)	<table><tr><th>Service</th><th>Police</th><th>Fire</th></tr><tr><td>20</td><td>60%</td><td>50%</td></tr><tr><td>21</td><td>40%</td><td>15%</td></tr><tr><td>22</td><td>40%</td><td>15%</td></tr><tr><td>23</td><td>50%</td><td>15%</td></tr><tr><td>24</td><td>50%</td><td>15%</td></tr><tr><td>25</td><td>50%</td><td>15%</td></tr><tr><td>26</td><td>50%</td><td>15%</td></tr><tr><td>27</td><td>50%</td><td>15%</td></tr><tr><td>28</td><td>50%</td><td>15%</td></tr><tr><td>29</td><td>50%</td><td>15%</td></tr><tr><td>30</td><td>100%</td><td>100%</td></tr></table>
Withdrawal	Representative withdrawal rates by age are:<table><tr><th>Age</th><th>Service</th><th>MERS</th><th>Police</th><th>Fire</th></tr><tr><td>ALL</td><td>0</td><td>18.00%</td><td>15.00%</td><td>8.00%</td></tr><tr><td></td><td>1</td><td>18.00%</td><td>13.00%</td><td>6.00%</td></tr><tr><td></td><td>2</td><td>16.00%</td><td>10.00%</td><td>5.00%</td></tr><tr><td></td><td>3</td><td>12.00%</td><td>7.00%</td><td>4.00%</td></tr><tr><td></td><td>4</td><td>10.00%</td><td>5.00%</td><td>3.00%</td></tr><tr><td>20</td><td>5 & over</td><td>9.00%</td><td></td><td></td></tr><tr><td>30</td><td></td><td>9.00%</td><td>5.46%</td><td>2.50%</td></tr><tr><td>40</td><td></td><td>5.00%</td><td>1.30%</td><td>0.60%</td></tr><tr><td>50</td><td></td><td>4.00%</td><td>0.65%</td><td>0.50%</td></tr><tr><td>60</td><td></td><td>3.00%</td><td>0.65%</td><td>0.50%</td></tr></table>
Disability	Sample rates by age are as follows:<table><tr><th>Age</th><th>Police</th></tr><tr><td>25</td><td>0.0002</td></tr><tr><td>35</td><td>0.0006</td></tr><tr><td>45</td><td>0.0011</td></tr><tr><td>55</td><td>0.0041</td></tr><tr><td>65</td><td>0.0041</td></tr></table>
Participation	70% of Employees and 30% of spouses were assumed to participate in the plan for all employee groups. Previously waived participants are assumed to become eligible at retirement.

Actuarial Assumption Item	Annual Actuarial Valuation
Spouse Information	70% of employees were assumed to have spouses. Females were assumed to be 3 years younger than males.
Health Care Cost Trend Rates	Period / Trend Rate 2017 8.0% 2018 7.5% 2019 7.0% 2020 6.5% 2021 6.0% 2022 5.5% 2023 and after 5.0%

Summary as of June 30, 2017

Status	MERS	Police	Fire	Total
Active Participants (includes current employees with waivers)	42	24	16	82
Retired Participants	36	64	39	139
Total	**78**	**88**	**55**	**221**

AGE AND SERVICE DISTRIBUTION AS OF JUNE 30, 2017

ACTIVE PARTICIPANT AGE AND SERVICE DISTRIBUTION AS OF JUNE 30, 2017

MERS

Age Group	Service									Total
	0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40+	
Under 20										0
20 - 24	1									1
25 - 29	2									2
30 - 34	2									2
35 - 39	4	3	1		1					9
40 - 44			2	2						4
45 - 49	2		4	2	1					9
50 - 54			1	1		1				3
55 - 59	1	2			2	2				7
60 - 64			1	2		1				4
65 & Over					1					1
Total	**12**	**5**	**9**	**7**	**5**	**4**	**0**	**0**	**0**	**42**

Average Age: 47.1 years
Average Length of Service: 12.6 years

POLICE & FIRE

Age Group	Service									Total
	0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40+	
Under 20										0
20 - 24	1									1
25 - 29	5									5
30 - 34	4	1	2							7
35 - 39	4	1	3							8
40 - 44	1		1	4	1					7
45 - 49				2	3					5
50 - 54					5		1			6
55 - 59							1			1
60 - 64										0
65 & Over										0
Total	**15**	**2**	**6**	**6**	**9**	**0**	**2**	**0**	**0**	**40**

Average Age: 40.1 years
Average Length of Service: 12.3 years

SECTION SIX: SUMMARY OF PRINCIPAL PLAN PROVISIONS

Item	Provision
Eligibility	**<u>AFSCME Members</u>** Retiree must be age 50 and receiving a MERS pension. Employee must have been hired prior to July 1, 2010. **<u>POAM Members</u>** Employee may retire after completing 20 years of service regardless of age. Employee must have been hired prior to July 1, 2012. **<u>COAM Members</u>** Employees retiring with 20 years of service have their health insurance through Blue Cross / Blue Shield maintained by the City of Ypsilanti. **<u>IAFF Members</u>** Employee may retire after completing 20 years of service regardless of age. **<u>Non-Union Employees</u>** Employee may retire after age 50 under the MERS pension program
Benefit Amount	Retirees and their dependents may elect coverage under the City's health program for current active employees. Certain retirees have grandfathered benefit plans. The City pays a portion of the cost of coverage.

<u>Health Care</u>

	Retiree Benefits				
Service	AFSCME	POAM	COAM	IAFF	Non-Union
Under 10	0%	0%	0%	0%	0%
10 - 15	50%	50%	0%	50%	50%
15 - 20	100%	100%	0%	100%	100%
20 or more	100%	100%	100%	100%	100%
City Contribution	$175*	$150	$400	$400*	$150

* 20 Years Only

<u>Dental & Vision Coverage</u>
City pays 100% of retiree dental and vision coverages

Item	Provision
	<u>Life Insurance Coverage</u> City pays for $1,000 of life insurance coverage for retirees. Retirees may elect an additional $4,000 of coverage by paying $.33 per month per $1,000 of coverage. <u>Retiree Opt-Out</u> Retirees electing to opt-out of the health care plan are eligible to receive the following amounts in any year they receive coverage from another source. Single coverage $ 2,000 Two-Person coverage $ 4,000 Family coverage $ 5,000 The opt-out benefits are not considered under GASB Statement No. 45 and are not included in this valuation. They may be required to be accounted for under GASB Statement No. 26.

Municipal Energy Management Issues and Opportunities City of Ypsilanti

November 14, 2017

Rick Bunch, Southeast Michigan Regional Energy Office
Brittany Turner, Ecoworks Detroit

SOUTHEAST MICHIGAN REGIONAL ENERGY OFFICE

ECO WORKS

Agenda

- Introduction to EcoWorks
- Municipal energy management planning
- Introduction to SEMREO
- Report on outcome of municipal intervention in DTE street lighting rate cases

EcoWorks Org-Wide Impacts

eco WORKS

building energy solutions

50,000 individuals served

35 government partners

300 business partners

200 green jobs supported

$30M in energy savings

SOUTHEAST MICHIGAN REGIONAL ENERGY OFFICE

eco WORKS

OUR PROGRAMS

Residential Education

Residential Education programs empower people to take control of their utility bills to save energy, water, and money. EcoWorks' trainings do not just educate – they provide the knowledge, motivation, and tools for attendees to take action and lower their utility bills.

LEARN MORE

CONTACT US:
4835 Michigan Ave.
Detroit, MI
Tel: 313.894.1030 ext 122

Alicia Miller
Residential Education Manager
amiller@ecoworksdetroit.org

Reclaim Detroit

Reclaim Detroit has pioneered and proved deconstruction as a green alternative to building demolition and blight removal. Instead of spending money to tear down houses, Reclaim Detroit creates jobs and salvages valuable construction and design materials from houses.

LEARN MORE

CONTACT US:
4835 Michigan Ave.
Detroit, MI
Tel: 313.573.0117

Jeremy Haines
Director
jhaines@reclaimdetroit.org

Youth Energy Squad

Youth Energy Squad grows the next generation of green leaders by engaging youth from diverse backgrounds in hands-on service learning projects that make their homes, schools and communities more sustainable.

LEARN MORE

CONTACT US:
4605 Cass Ave.
Detroit, MI
Tel: 313.600.4862

Bryan Lewis
Program Director
bryan@youthenergysquad.org

Strategic Community Initiatives

Strategic Community Initiatives (SCI) serves as a catalyst for green initiatives across Michigan by working with local government, neighborhoods and businesses to build partnerships and provide expertise that bring solutions to life.

LEARN MORE

CONTACT US:
4835 Michigan Ave.
Detroit, MI
Tel: 313.242.7045

Allison Harris
Director
arharris@ecoworksdetroit.org

eco WORKS
building energy solutions

Municipal Energy Management Planning

- Issue: municipalities are comparatively underinvested in clean energy.
- Causes: tight budgets, low staffing levels and lack of technical staff expertise.
- Consequences: missed opportunities; reactive, project-by-project focus on fixing emergent problems without overall strategy.
- Opportunity: cut costs, improve services and reliability, and achieve policy goals through clean energy initiatives.

Municipal Energy Management Planning

- C.S. Mott Foundation grant supports us to provide impartial energy planning services to 30 municipalities throughout southeast Michigan.
- Focus is on municipal operations, not the whole city.
- Not energy consulting: objective is to embed an approach to energy in the city’s overall development and financial strategy, and outline a management system (roles, financings, tracking and evaluation) to assure disciplined implementation.

Municipal Energy Management Planning

- Cohort approach: we work with several cities at once to share learnings, create a peer group and inspire each other.
- Requirement: staff liaison, access to data, good-faith commitment to implement clean energy projects in near future.

SEMREO Overview

- “Virtual energy office” serving municipalities that may lack capacity or expertise to identify, finance, and implement clean energy projects
- 27 Metro Detroit munis in Wayne, Oakland, Macomb and Washtenaw counties
- Raised grants for ~$3 million in municipal energy projects
- Partner with EcoWorks Detroit for technical energy services

SOUTHEAST MICHIGAN REGIONAL ENERGY OFFICE

eco WORKS

Municipal Street Lighting Coalition Outcomes

- Problem: in late 2014, DTE proposed to raise LED streetlight tariffs, reducing potential municipal savings from conversions
- Action: SEMREO formed MSLC to intervene in rate case; 25 munis signed on including Ypsilanti.
- MI Public Service Commission rejected DTE proposal and mandated collaborative process btw DTE, MSLC, and MPSC staff.
- Result: victory! Final rates, approved Feb. 2017 boost savings from LED conversions by $10-$25 annually vs old tech lights, compared to DTE's original proposal.
- MSLC victory brings Ypsilanti $12,000-$15,000 every year in savings compared to DTE's original rate proposal, compared to $4,500 investment in MSLC dues spread over two years.

Contacts

Rick Bunch, SEMREO Executive Director

734-545-8799 or rick@regionalenergyoffice.org

Brittany Turner, Ecoworks Energy Analyst

313-647-8816 or bturner@ecoworksdetroit.org

SOUTHEAST MICHIGAN REGIONAL ENERGY OFFICE

eco WORKS

REQUEST FOR LEGISLATION
November 14, 2017

FROM: Andrew Hellenga, Deputy City Clerk

SUBJECT: Request Microbrewery and Winery with Special Permit for Outdoor Service and Sunday Sales

SUMMARY & BACKGROUND:

734 Brewing Company Inc. have applied to the City of Ypsilanti and State of Michigan Liquor Control Commission (MLCC) for a Microbrewery and Winery with Special Permit for Outdoor Service and Sunday Sales to their business, 734 Brewery Company Inc., located at 15 E. Cross.

The MLCC cannot consider the approval of the additional license without the approval of City Council.

RECOMMENDED ACTION:

Approval

ATTACHMENTS: Resolution
Application
Department approval

COUNCIL AGENDA DATE: November 14, 2017

CITY MANAGER COMMENTS:

CITY MANAGER APPROVAL: ____________________

FINANCE DIRECTOR APPROVAL: ____________________

Resolution No. 2017 – 251
November 14, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, 734 Brewing Company Inc. has applied to the City of Ypsilanti and Michigan Liquor Control Commission requesting the following:

A Microbrewery/Winery Liquor License, and Special Permits for Outdoor Service and Sunday sales at 15 E. Cross, Ypsilanti, MI 48198, Washtenaw County; and

WHEREAS, a public hearing to consider the proposed Microbrewery/Winery License was duly noticed and held on November 14, 2017.

NOW, THEREFORE, BE IT RESOLVED THAT the request of 734 Brewing Company Inc. for the property located at 15 E. Cross be approved.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

City of Ypsilanti
Office of the City Clerk

**APPLICATION FOR NEW
OR
TRANSFER LIQUOR LICENSE**

Full Name: 734 Brewing Company, Inc. **Date of Birth:** N/A

Home address: 15 E Cross **Apt.#**_______

City/State/Zip code: Ypsilanti, MI 48198

Home phone: (734) 649-6435 **Business Phone:** (734) 649-6435

Email address (optional): 734brewing@gmail.com

NAMES OF ALL PARTNERS OF THE APPLICANT, IF ANY:

none

IF THE APPLICANT IS A CORPORATION: Supply a copy of the Articles of Incorporation, current corporation records disclosing the identity, address of all Directors, Officers, and Shareholders.

Address of place for a Liquor License: 15 E Cross, Ypsilanti, MI 48198
(Attach legal description of the premises)
*OLD SID - 11 11-020-030-00 YP CITY 1E-12 LD COM AT NW COR CROSS & RICE STS, TH N 194.55FT, TH W 107.54FT, TH S 195.63FT, TH E 108.68FT TO BEG

Name and Address of Premise Owner: J&K Worldwide LLC

1795 Outer Dr	Ypsilanti, MI 48198
Address	**City/State/Zip code**

TYPE OF LICENSE APPLIED FOR (Class C, Tavern, B-Hotel, etc.):

Microbrewery, Winery

SPECIAL PERMITS APPLIED FOR (Dance, Entertainment, etc.):

Outdoor Service, Sunday Sales

SUPPLY WRITTEN EVIDENCE: That the Applicant has the right to possess the premises from the property owner. See lease agreement, attached.

SUPPLY ZONING PERMIT OR CLEARANCE FROM THE ZONING ADMINISTRATOR: That the location is in compliance with the Zoning Ordinance.

SUPPLY CERTIFICATE OF OCCUPANCY OR SIMILAR CLEARANCE FROM THE BUILDING OFFICIAL: That the structure and premises is in compliance with local code provisions.
SUPPLY WRITTEN EVIDENCE FROM THE CITY TREASURER: That all real and personal property taxes and City utility bills associated with the premises are paid and that all real and personal property taxes and City utility bills in the name of the applicant are paid.

SUPPLY A WRITTEN STATEMENT: That the applicant will not violate any laws of the State of Michigan or the ordinances of the City of Ypsilanti in conducting the business where the liquor license will be used and that a violation on the premises may be caused for the City objecting to renewal of the license or requesting revocation of the license.

SUPPLY A WRITTEN STATEMENT: That the applicant understands that the City of Ypsilanti has an ordinance prohibiting public nudity, and a violation of the ordinance on the premises where the liquor license is used will be caused for objecting to renewal of the license, or for requesting revocation of the license.

SUPPLY DOCUMENTATION (REDEVELOPMENT APPLICANTS ONLY): That the applicant has invested at least $75,000 for the rehabilitation or restoration of the building over a period of the preceding five years, or documentation that the applicant has or will commit a capital investment of at least $75,000 that will be expended for rehabilitation or restoration of the building before the license is issued.

My signature acknowledges the following:

- I have read the above application and am submitting this completed application for consideration of a new or transfer liquor license in the City of Ypsilanti.

- I have (either in hardcopy or on line) received a copy of ordinance number 926, (as amended and codified in section 6-31 et sec) and have read and understand the City's ability to request revocation of the license upon violation of the ordinance terms, and/or breach of any agreement with the City.

- Council Approval **DOES NOT** take the place of or avoid any permitting process of the City, including, but not limited to Building, Zoning, Fire, ADA, etc. Significant issues with regards to non-conforming uses may arise after applicant properly submits detailed plans for such construction and/or use permits.

- Redevelopment Applicants:
    - I affirm that I have attempted to purchase an available on-premise escrowed license or quota license within the city, and that one was not readily available as defined in the Liquor Control Code (MCL 436.1521a).
    - I affirm that the premises described above will be a dining, entertainment, or recreation business open at least 5 days per week and open to the general public at least 10 hours a day.
    - I affirm that I have invested $75,000 in the real property within the last 5 years, or I will invest $75,000 prior to issuance of the license. This provision may be enforced

by the City as a breach of contract. In the event I fail to make the required investment and the City is required to enforce this provision, I agree to pay the City's actual attorney fees arising from the breach of contract.

- I affirm that at least $75,000 was invested or will be invested in the property by ____________________, and that the liquor license may issue on or after that date.

Signature of Applicant: [redacted]______________________________

Signature of Applicant:____

Signature of Applicant:____

IF THIS IS A LIQUOR LICENSE TRANSFER REQUEST, THE SIGNATURE OF THE CURRENT LICENSE HOLDER IS REQUIRED.

Signature of Current License Holder:______________________________________

Date

For the City Clerk's Office Staff only:

Date application submitted:_________________________ Staff's Initials:____________

Routed for approval by the following departments: Date:__________________

For Department Approval:

______Building ______Zoning ______Fire Dept. ______ Police Dept.

______Assessor ______Treasurer ______City Attorney ______ DDA/DTDDA

Departments: Please conduct the appropriate review to ensure that the applicant does not have any outstanding issues within your department area. When you have completed your review, please report your findings to the City Clerk's Office, and initial on the line provided for your department.

CITY OF YPSILANTI
BUILDING DEPARTMENT
(734) 482-1025

INSPECTION RESULTS

Address: 9 (15) E. Cross

Date: 9/13/17 Per[redacted]

Inspector: [redacted]

Type of Inspection

- ☐ Footing
- ☐ Backfill
- ☐ Rough Frame
- ☐ Insulation
- ☐ Drywall
- ☒ Final Building Partial
- ☐ Rough Electrical
- ☐ Final Electrical
- ☐ Rough Plumbing
- ☐ Final Plumbing
- ☐ Rough Mechanical
- ☐ Final Mechanical
- ☐ Certificate
- ☐ Sign
- ☐ HDC
- ☐ Café
- ☐ Other

☒ **APPROVED** ☐ **NOT APPROVED**

☐ **Re-inspection Fee Required**

Comments/Violations:

Add Return For open End at Handrail For Ramp

All inspection results must remain on site through the duration of the project

Application for New Liquor (Microbrewery, Winery) License

Attachments

Legal Description of Premises:
15 E Cross St, Ypsilanti, MI 48198
*OLD SID - 11 11-020-030-00 YP CITY 1E-12 LD COM AT NW COR CROSS & RICE STS, TH N 194.55FT, TH W 107.54FT, TH S 195.63FT, TH E 108.68FT TO BEG

Statements

734 Brewing Company, Inc. and its officers will not violate any laws of the State of Michigan or the ordinances of the City of Ypsilanti in conducting the business where the liquor license will be used. 734 Brewing Company, Inc. and its officers further understand that a violation on the premises may be cause for the City objecting to renewal of the license or requesting revocation of the license.

Signed,
[redacted] 10/13/17
Patrick Echlin, President and CEO

734 Brewing Company, Inc. and its officers understand that the City of Ypsilanti has an ordinance prohibiting public nudity, and that a violation of the ordinance on the premises where the liquor license is used will be cause for objecting to renewal of the license, or for requesting revocation of the license.

Signed,
[redacted] 10/13/17
Patrick Echlin, President and CEO

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF INCORPORATION - PROFIT

for

734 BREWING COMPANY INC.

ID NUMBER: 05559D

received by facsimile transmission on May 12, 2017 is hereby endorsed.

Filed on May 18, 2017 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 18th day of May, 2017.

[redacted]

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

05/12/2017 3:09PM (GMT-04:00)

ARTICLE III

The total authorized shares: 90,000 Class A

1. Common Shares 10,000 Class B Preferred Shares

A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:
Each share of Class A common stock has 10 votes. Each share of Class B common stock has 1 vote. In all other respects, the rights of the Class A common and the Class B common stock are identical.

ARTICLE IV

1. The name of the resident agent: **Patrick Echlin**

2. The street address of the registered office is:

15 E. Cross Street, Ypsilanti, Michigan **48198**
(Street Address) (City) (Zip Code)

3. The mailing address of the registered office, if different than above:

, Michigan
(Street Address or P.O. Box) (City) (Zip Code)

ARTICLE V (Optional. Delete if not applicable)

The stock of the Corporation may not be sold or otherwise transferred unless (i) that stock is registered for sale pursuant to applicable federal and state securities laws or (ii) an exemption from such registration is available and the proposed sale or other transfer fulfills the requirements of that exemption, as confirmed in the written opinion of legal counsel reasonably acceptable to the Corporation.

ARTICLE VI (Optional. Delete if not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. A written consent shall bear the date of signature of the shareholder who signs the consent. Written consents are not effective to take corporate action unless within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and who have not consented to the action in writing. An electronic transmission consenting to an action must comply with Section 407(3).

From:Eby, Conner, Smillie & Bourque 7347692702 05/12/2017 15:34 #994 P.003/005

A director of the Corporation shall not be personally liable to the Corporation or its Shareholders for monetary damages for any action taken or any failure to take any action as a director, except liability for any of the following:

(i) The amount of a financial benefit received by a director to which he or she is not entitled.
(ii) Intentional infliction of harm on the corporation or the shareholders.
(iii) A violation of section 551 of the Michigan Business Corporation Act.
(iv) An intentional criminal act.

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS, OTHERWISE, COMPLETE SECTION (b). **DO NOT COMPLETE BOTH.**

a. ☐ These Restated Articles of Incorporation were duly adopted on the ____________ day of ____________, ________, in accordance with the provisions of Section 642 of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors.

Signed this ____________ day of ____________, ________

____________________ ____________________

____________________ ____________________

(Signatures of Incorporators; Type or Print Name Under Each Signature)

b. ☒ These Restated Articles of Incorporation were duly adopted on the 18th day of November, 2016, in accordance with the provisions of Section 642 of the Act: (check one of the following)

☐ by the Board of Directors without a vote of the shareholders. These Restated Articles of Incorporation only restate and integrate and do not further amend the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.

☐ by the shareholders at a meeting in accordance with section 611(3) of the Act

☒ were duly adopted by the written consent of the shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) of the Act. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders is permitted only if such provision appears in the Articles of Incorporation.)

☐ were duly adopted by the written consent of the shareholders entitled to vote in accordance with section 407(2) of the Act.

Signed this 18th day of November, 2016

By [redacted]orized officer or agent)

Patrick Echlin, President
(Type or Print Name)

FIRST ORGANIZATIONAL MEETING OF SHAREHOLDERS AND STOCKHOLDERS OF

734 Brewing Company, Inc.

The first meeting of shareholders of the above named corporation was held on: October 27, 2016 at 1135 N Prospect Rd, Ypsilanti, MI 48198

Present was:

Name	Address
Patrick Echlin	1135 N Prospect Rd, Ypsilanti, MI 48198

Patrick Echlin was requested to be the temporary Chairman of the meeting.

Patrick Echlin was requested to be the temporary Secretary of the meeting.

1. The meeting was called to order. It was determined that a quorum was present either in person or by proxy, and the meeting could conduct business.

The following shareholders were present:

Names of shareholders:	Number of shares:
Patrick Echlin	10,000

The following shareholders by proxy	Number of shares:

2. The Secretary determined and reported that notice of the meeting had been properly given or waived by shareholders in accordance with the bylaws.

3. A motion was made and carried, that the Secretary was ordered to attach the documentation (If any) or the appropriate affidavit of mailing of notice or waiver of notice to the meeting minutes. If no notice is attached, all shareholders agreed that proper notice of the meeting had been given.

4. There was presented to the meeting:

   a.) A copy of the articles of incorporation
   b.) A copy of the by-laws of the corporation adopted by the incorporator
   c.) Resolutions of the incorporator
   d.) Minutes of the first meeting of directors
   e.) Bill of sale of issued shares of stock
   f.) Stock certificates
   g.) The corporate record book

5. The shareholders ratified and approved all documents presented.

6. Upon motion duly made, seconded and unanimously carried, it was resolved that the persons listed on the articles of incorporation as directors would act as the initial directors of the corporation until another meeting was held. If no directors were listed on the articles of incorporation or certificate of incorporation, the following persons were appointed as directors:

Brian Jones-Chance, Chairman
Patrick Echlin, Director
Alexander Merz, Director

7. Upon motion duly made, seconded and unanimously carried, it was resolved that the persons listed on the articles of incorporation as officers would act as the initial officers of the corporation until another directors meeting was held. If no officers were listed on the articles of incorporation or certificate of incorporation, the following persons were appointed as officers:

Patrick Echlin	President
Alexander Merz	Vice President
Patrick Echlin	Chief Executive Officer
Alexander Merz	Chief Financial Officer
Alexander Merz	Treasurer
Brian Jones-Chance	Secretary
Brian Jones-Chance	Chief Operations Officer

8. The following other business was transacted:

9. All shareholders agreed to the bill of sale of issued shares, the values paid for shares, and the contributions and amounts of values determined for each share.

There was no further business, and upon motion made, seconded, and unanimously carried, it was

RESOLVED, that all the items and documents have been examined by all shareholders, and are approved and adopted, and that all actions taken thus far have been ratified and approved by the shareholders of the Corporation.

There being no further business, upon motion made and carried, the meeting was adjourned.

Dated: 27.October.2016

Secretary [redacted]
Signature

Patrick Echlin
Printed Name

Witness:

[redacted]
Signature

Brian Jones-Chance
Printed Name

[redacted]
Signature

Alexander Merz
Printed Name

Signature

Printed Name

Signature

Printed Name

734 Brewing Company, Inc. Officers

Patrick Echlin, President and Chief Executive Officer
1135 N Prospect
Ypsilanti, MI 48198

Alexander Merz, Vice President, Chief Financial Officer, and Treasurer
1930 Roosevelt Blvd
Ypsilanti, MI 48197

Brian Jones-Chance, Secretary and Chief Operations Officer
1923 Andover Dr
Ypsilanti, MI 48198

COMMERCIAL LEASE AGREEMENT

THIS LEASE, made this 3rd day of March, 2016, by and between J&K Worldwide, LLC ("Landlord") and 734 Brewing Company, Inc. ("Tenant");

WITNESSETH:

In consideration of the mutual benefits to be derived, the parties hereby agree as follows:

1. DEFINITIONS AND BASIC TERMS.

In addition to other terms which are defined in subsequent paragraphs of this Lease, the following terms, whenever set forth in initial capitals in this Lease, shall have the same meanings set forth herein below, except as otherwise expressly provided therein, or unless the context otherwise requires:

(a)	Date of Lease:	The date on which Landlord executes the Lease, as set forth adjacent to Landlord's signature at the end of this Lease.
(b)	Landlord's Mailing Address:	J&K Worldwide, LLC 1795 Outer Ln. Dr. Ypsilanti, MI 48198
(c)	Tenant's Mailing Address:	Patrick Echlin 734 Brewing Company, Inc. 15 E. Cross St., Suite B Ypsilanti, MI 48198
(d)	Building: Address	Retail/Office building located at 9,11,13,15 E. Cross St., Ypsilanti, MI 48198
	Unit/Suite No.(s)	15B

(e) Premises: The space within the Building, herein defined by Unit Number 15 Suite B

(f) Term: Ten (10) years

(g) Commencement Date: March 1, 2016

(h) Termination Date: February 28, 2026

(i) Base Rent: Due and payable, without demand, on or before the first day of each month in the following monthly installments:

PERIOD	MONTHLY INSTALLMENT
March 1, 2016 to February 28, 2026	$1,350.00

(j) Rent: The Base Rent and/or Additional Rent and any other charges or sums payable hereunder.

(k) Security Deposit: None; First Months rent due at Lease Signing ($1,462.50). Last Months rent is to be made in 12 installments during the first 12 months of the lease term totaling $1,462.50 per month. Thereafter rent shall revert to the base rent of $1,350.00 per month for the remainder of the lease term.

(l) Permitted Use: General Retail/Office/Brewery/Food Service

(m) Base Year: The calendar year in which the Lease was signed.

TENANT COPY

(n) Comparison Year: The first full calendar year following the Base Year and each subsequent full calendar year during which the Lease shall continue in effect.

(o) Common Areas and Facilities: Including, but not limited to, the lobbies, vestibules, stairways, corridors, passenger and freight elevators, parking lots, sidewalks, curbs, common restrooms, truck docks and access roads.

(p) Electric Charge: __N/A___
Monthly Flat Rate: $50 per month credit has been applied to the Monthly Rental Rate and lowered from $1,400.00 to $1,350.00 to accommodate shared electrical usage with Unit 15 Suite A. Tenant occupying Unit 15 Suite B is fully responsible for all gas and electrical charges incurred for Unit 15 Suites A & B. Gas and Electrical Service Meters associated with Unit 15 Suites A & B shall be put under the individual(s) and/or entities identified in paragraph 1(c) on Page One of this Agreement by the commencement date stated in paragraph 1(g) on Page One of this Agreement. If the Suite A tenant materially increases its usage of gas and/or electricity, the parties will work in good faith to adjust the amount of the rent credit that Tenant pays under this Section as an offset for such increased usage.

(p) Property shall include the Premises, the Building and the real estate there under.

(q) Rules and regulations shall be those listed in paragraph (19) plus amendments thereto published by landlord from time to time.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

2. LEASED PREMISES. Owner hereby demises and leases to Tenant the Premises described above and more fully described in Paragraph 1(d) and (e)

3. Rental.
Tenant shall pay Rent at the place designated by the Landlord or the Property Manager. In the event any Rent is payable for a partial calendar month or year, such Rent shall be prorated. All accrued unpaid Rent shall survive the lease term

4. Late Fee.
A fee of $35 will be assessed to monthly rental payments received by the Landlord ten (10) calendar days after the due date in addition to a late fee for Landlord's increased administrative expenses, in an amount equal to five (5%) percent, per month, of the amount owed to the Landlord. A fee of $35 will be assessed for all checks returned for insufficient funds.

5. Holdover.
Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord, without demand, in as good condition as when delivered to Tenant, reasonable wear and tear excepted. If Tenant shall remain in possession of the Premises after the termination of this Lease, and hold over for any reason, Tenant shall be deemed a Tenant of the Premises from month-to-month, subject to all the other terms and conditions of this Lease which are not inconsistent with such month-to-month tenancy and guilty of unlawful detainer; or, at Landlord's election, Tenant shall be deemed a holdover tenant and shall pay to Landlord monthly Rent equal to one hundred twenty-five (125%) percent of the total Rent payable hereunder during the last month prior to any such holdover, as well as any other damages incurred by Landlord as a result of such holdover. Nothing herein contained shall be deemed a consent to or approval of; or to excuse, any holding over by Tenant without Landlord's prior written consent or without a new written agreement between the parties. Negotiations shall not be construed as an agreement to renew or enter into a new lease agreement. Upon any such holding over Tenant shall hold harmless and indemnify Landlord from and against any and all damages, costs and expenses sustained by Landlord as a result of Tenant's retention of possession of the Premises or any portion thereof. Tenant's occupancy shall be extended hereunder for the period, if any, during which environmental remediation is taking place due to the activities of tenant during the term of this Lease. After notice of termination by Landlord, which shall include a ten (10) day period for Tenant to remove its property, should any of tenant's property remain within the Premises after the termination of this Lease, it shall be deemed abandoned, and Landlord shall have the right to store or dispose of it at Tenant's cost and expense.

6. SECURITY DEPOSIT. Tenant has deposited with Landlord the sum provided for in Paragraph 1(l) hereof; as security for the performance of Tenant's obligations under this Lease. The parties acknowledge and agree that said security deposit (or any pre-paid Rent received from Tenant under this Lease or under any separate agreement in connection therewith) may be deposited in Landlord's general operating account, and not a separate escrow account. Should any such security deposit and/or pre-paid Rent be placed in an interest bearing account, all interest accruing thereon shall be payable to Landlord. Tenant's security deposit shall not be construed as pre-paid Rent, or as a measure of Landlord's damages in the event of a Default by Tenant. If Tenant should be placed in Default with respect to any provision of this Lease, Landlord may apply all or a portion of said security deposit for the payment of any sum in Default or for the payment of any amount which Landlord expends by reason of such Default. If any portion of said deposit is so applied, Tenant shall deposit with Landlord, within five (5) days after receipt of Landlord's written demand, an amount sufficient to restore said security deposit to its original amount. Upon the expiration of this Lease, Landlord shall return said security deposit to Tenant, provided Tenant has paid to Landlord all sums owing to Landlord under this Lease, and Tenant has returned the Premises to Landlord in same condition as when Tenant took possession.

7. ESTOPPEL CERTIFICATES AND ATTORNMENT.
A. Within ten (10) days alter Landlord's request, Tenant shall execute and return to Landlord or its designee a statement in a form reasonably requested by Landlord certifying, to the extent true, that this Lease is unmodified and in full force and effect, that Tenant has no defenses, offsets or counterclaims against its obligations to pay any Rent or to perform any other covenants under this Lease, that there are no uncured Defaults of Landlord or Tenant, the dates to which the Rent and other charges have been paid, and any other information reasonably requested by Landlord. If Tenant fails to return such statement within said ten (10) days, setting forth the above or, alternatively, setting forth any lease modifications, defenses and/or uncured Defaults, Tenant shall be in Default hereunder or, at Landlord's election, it shall be deemed that Landlord's statement is correct with respect to the information therein contained. Any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser, mortgagee, or assignee of any mortgagee of the Property.

B. Should any party acquire title to the Premises pursuant to the exercise of any rights conferred by any mortgage(s) or security interest(s), this Lease shall not be terminated. Rather any such party shall be vested with the rights and obligations conferred upon the Landlord pursuant to this Lease. Tenant hereby agrees to attorn to any such mortgagee, owner or other person or entity as its new landlord, and this Lease shall continue in full force and effect as a direct lease between Tenant and any new landlord, or such other person or entity, upon all agreements, conditions, covenants and terms herein set forth.

8. Renewal. The rental for any renewal lease term, if created as permitted under Exhibit "B", shall be increased at 1.5% [Annual Rent in Renewal Term] payable in installments of one twelfth of the annual rate [Monthly Rental Amount] per month.

9. **Use**
Absent the prior written consent of Landlord, Tenant shall not use or allow the Premises to be used or occupy the Premises other than for the Permitted Uses as set forth in Paragraph 1(l). Tenant shall not use or allow the Premises to be used or occupy the Premises in violation of any law or of the certificate of occupancy issued for the Building. Upon five (5) days' written notice from Landlord, Tenant shall cease any use of the Premises which is declared unlawful or which will invalidate or increase the cost of any insurance covering the Building or property located therein. Tenant shall promptly upon demand, reimburse Landlord, as additional rent, for any additional premium charged by reason of Tenant's failure to comply with the provisions hereof. In connection with its use of the Premises, Tenant agrees to the following:

A. Tenant shall not use the Premises in any manner deemed hazardous because of fire risk or otherwise. If any of Tenant's operations produce noise or vibrations disturbing to Landlord or the other tenants of Landlord's property, Tenant will, on Landlord's written request, forthwith cease such operation or install sound proofing or take other measures necessary to eliminate such disturbances. If Tenant installs equipment which unbalances or overloads electrical equipment or wiring in or about the Premises, it shall correct such unbalanced or overloaded condition and replace any equipment or wiring thereby damaged at its own expense.

B. Tenant, at its sole expense, shall comply with any and all requirements of any insurance organization or company necessary for the maintenance of fire and public liability insurance covering the Premises and the Building at a reasonable cost.

10. Sublease and Assignment.
Tenant shall not assign or sublet the Premises, or any portion thereof; nor allow the same to be used or occupied by any other person, without the prior written consent of Landlord, which will not be unreasonably withheld, conditioned or delayed. Landlord's consent to any sublease or assignment shall not constitute a release of Tenant from the full performance of Tenant's obligations under this Lease, unless any such release is confirmed in writing.

11. Repairs and Maintenance
A. During the Lease term, Tenant shall make, at Tenant's expense, all necessary minor repairs to the Leased Premises. Repairs shall include such items as routine replacement of light bulbs and other parts of the Leased Premises damaged or worn through normal occupancy, except for the roof, subject to the obligations of the parties otherwise set forth in this Lease.
B. Landlord shall maintain the roof, sky lights, outer walls, foundation, structural elements and all common areas of the Building, including without limitation, all electrical, plumbing and mechanical systems in in the common areas of the Building, to the point at which those systems enter the Leased Premises and shall be responsible for snow removal and lawn maintenance (rear yard). Trash removal is available from the City of Ypsilanti. 4 cans can be used for each unit address. If Tenant requires a dumpster, Tenant is responsible for obtaining a dumpster agreement at Tenant's expense. Tenant must discuss dumpster storage location with Landlord prior to obtaining.

12. Alterations and Improvements.
A. Tenant shall not make any alterations, improvements or additions to the Premises without the prior written consent of Landlord. If Tenant undertakes any alterations, improvements or additions within the Premises, all construction in connection therewith shall be performed by contractors pre-approved by Landlord. All improvements made to the Premises by or on behalf of Tenant shall, at the election of Landlord, become the property of Landlord and shall be surrendered with the Premises upon the termination of this Lease. Tenant shall have the right to remove from the Premises after termination of this Lease all brewery equipment and other equipment related to the brewing and storage of beverages. Upon approval by Landlord of Tenant's alteration plans, Landlord shall designate any such alterations that Tenant must remove upon termination of this Lease, in which case Tenant shall remove all such improvements upon the expiration or earlier termination of this Lease, and restore the Premises to a condition substantially similar to that condition when delivered to Tenant.

B. All alternations and improvements in or upon the Premises, made by either party (except to Tenant's personal property, furniture and furnishings, signs and trade fixtures), shall become the property of Landlord and shall be surrendered with the Premises as provided for herein.

13. Property Taxes.
Landlord shall pay all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the leased premises. If at any time during the term of this lease, under the laws of the State of Michigan or any political subdivision thereof, a tax on rents is assessed against the Landlord or the basic rent, as a substitution in whole or in part for taxes assessed by such state or political subdivision on land or buildings, such tax shall be added to the amount which the Tenant is required to pay under this article.

14. Insurance.
A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises. Landlord shall maintain plate glass coverage and Tenant agrees to be responsible to pay the deductible, but not more than $500.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon the insurance company such insurance to afford minimum protection of not less than $2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of

Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

D. The Tenant may at its own cost and expense, obtain and maintain such insurance coverage for business interruption and on its personal property and contents as Tenant deems necessary or proper, and Landlord has not responsibility therefore.

15. Utilities.
Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall be responsible for any upgrades to existing utilities serving the Leased Premises that are required for the operation of tenant's brewpub business. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Tenant shall pay all charges for gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Landlord shall pay all charges for Water/Sewer as long as use, at the Landlords discretion, is within Standard Office/Retail usage levels. If Tenant wishes to use equipment that requires excessive Water/Sewer, independent metering for shall be installed at the Tenants expense, in which the tenant will then be responsible for usage charges. Additional details, if any, are to be provided in paragraph 1(p) on Page 2 of this Agreement.

16. Signs.
Following Landlord's consent, Tenant shall have the right to place on the leased premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. The size, number, design and location of all signs shall require Landlord's written approval prior to installation, which approval shall not be unreasonable withheld, conditioned or delayed. Tenant shall maintain all signs in good condition and repair at all times, and shall save the Landlord harmless from injury to person or property arising from the erection and maintenance of said signs. Upon vacating the Premises, Tenant shall remove all signs and repair all damages caused by such installation and removal. No signs shall be painted on the exterior of the Premises or Property. The use of portable or free-standing signs is strictly prohibited without the prior written consent of Landlord. Signs may not be hung or otherwise attached to the existing awning and painting of information on the awning is permitted with Landlord's approval, which will not be unreasonable withheld, conditioned or delayed. Tenant shall not have access to the roof for sign installation. Exterior signs must be installed from the street level. Tenant shall repair all damage to the Leased Premises resulting from the installation/removal of signs by Tenant.

17. Entry.
Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. Except in cases of emergency, landlord shall provide 2 business days' prior notice of its intention to enter into the Leased Premises and Tenant shall have the right to have its representative accompany Landlord when Landlord is present in the Leased Premises.

18. Parking.
During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footway's, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant agrees, in cooperation with the other Tenants, to padlock the rear parking area when the last person leaves the building each day. Landlord will make 2 parking spaces at the Southeast corner of the Building available for the exclusive use by Tenant for outdoor service and seating, during warm weather months.

19. Building Rules.
Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. In all events, no changes to such rules will operate to amend this Lease (and in case of a conflict, the terms of this Lease shall control) and no such changes shall impose additional costs on Tenant. The initial rules for the Building are that "smoking is not permitted in the building" and incorporated herein for all purposes. The Landlord reserves the right of free access to the roof of said premises. The Tenant shall not erect structures for storage or any aerial, or use the roof for any purposes without the consent in writing of the Landlord. If Tenant fails to cure a violation of any applicable Building rules within 10 business days after receiving written notice from Landlord describing that violation in reasonable detail, then Landlord at their sole discretion may terminate the lease. If this lease is terminated the Landlord will notify the Tenant, in writing, thirty days prior to said termination.

20. Damage and Destruction.
If the Premises or a substantial portion of the Property is damaged in whole or in part by casualty, and the Premises are made untenantable as a result thereof and if in Landlord's reasonable opinion such damages cannot be substantially repaired within one hundred eighty (180) days from the date of said casualty, this Lease may be terminated by either party. If the damages can be repaired within one hundred eighty (180) days, but Landlord fails within the first sixty (60) days after such casualty to either commence to make such repairs or notify Tenant of Landlord's intent to make such repairs, Tenant shall have the right to terminate this Lease. Should Landlord elect to make such repairs, this Lease shall remain in full force and effect, and Landlord shall proceed with all due diligence to repair and restore the Premises to a condition substantially similar to that condition which existed prior to such casualty. If repair and restoration of the Premises extends beyond one hundred eighty (180) days after the date of such casualty due to causes beyond the control of landlord, this Lease shall remain in full force and effect, and Landlord shall not be liable therefore; but Landlord shall continue to complete such repairs and restoration with all due diligence.
If either party should elect to terminate this Lease, the party so electing shall notify the other party in writing. The effective date of such termination shall be the date of said casualty. If this Lease is terminated, the parties shall have no further obligations to the other, except for those obligations accrued through the effective date of such termination; and, upon such termination, Tenant shall immediately surrender possession of the Premises to Landlord. Tenant shall not be required to pay any Rent for any period in which the Premises are untenantable. If only a portion of the Premises are untenantable, Tenant's Rent shall be equitably abated in proportion to that portion of the Premises which are so unfit. However, there shall be no Rent abatement if the damages are due to the conduct, fault or negligence of tenant or Tenant's agents, employees or invitees.

21. Default.
This Lease and Tenant's right to possession of the Premises is made subject to and conditioned upon Tenant performing all of the covenants and obligations to be performed by Tenant hereunder, at the times and pursuant to terms and conditions set forth herein. If Tenant should fail to pay any Rent, additional rent or other charge when the same is due, or if Tenant should fail to perform any other obligation to be performed by Tenant within the time or times set forth herein, Tenant shall be in Default under this Lease. If any Default shall continue for five (5) days after written notice from Landlord, or if Tenant makes an assignment for the benefit of creditors, vacates or abandons the Premises for more than thirty (30) days, files or has filed against it a petition in bankruptcy, has a receiver, trustee or liquidator appointed over a substantial portion of its property, or is adjudicated insolvent, Landlord may either (a) terminate this Lease, or (b) terminate Tenant's right of possession to the Premises without terminating this Lease. In either event, Landlord shall have the right to dispossess Tenant, or any other person in occupancy, together with their property, and re-enter the Premises. Upon such re-entry, Tenant shall be liable for all expenses incurred by Landlord in recovering the Premises, including, without limitation, clean-up costs, legal fees, removal, storage or disposal of Tenant's property, and restoration costs.

If Landlord elects to terminate this Lease, all Rent through the effective date of termination shall immediately become due, and the aforesaid expenses incurred by Landlord to recover possession, subject to reduction by the amount of any rental or other income derived by Landlord from the Leased Premises during what would otherwise have been the remaining term of this Lease, net of any direct costs incurred by Landlord in procuring a new tenant.

If Landlord elects not to terminate this Lease, but only to terminate Tenant's right of possession to the Premises, Landlord may re-enter the Premises without process of law if Tenant has vacated the Premises or, if Tenant has not vacated the Premises by an action for ejection, unlawful detainer, or other process of law. No such dispossession of Tenant or re-entry by Landlord shall constitute or be construed as an election by Landlord to terminate this Lease, unless Landlord delivers written notice to Tenant specifically terminating this Lease. Upon Landlord recovering possession, Landlord shall use reasonable efforts to mitigate its damages and relet the Premises upon terms and conditions satisfactory to Landlord; however, Landlord shall have no duty to prioritize the reletting of the Premises over the leasing of other vacant space within the Property. Tenant shall remain liable for all past due Rent and late fees, plus the aforesaid expenses incurred by Landlord to recover possession of the Premises. In addition, Tenant shall be liable for all Rent thereafter accruing under this Lease, payable at Landlord's election: (a) monthly as such Rent accrues, in an amount equal to the Rent payable under this Lease less the rent (if any) collected from any reletting, or (b) in full in an amount equal to the then present value of the rents reserved hereunder for the entire remainder of the stated term hereof as if this Lease had not been terminated and same shall be immediately due and payable, subject to reduction by the amount of any rental or other income derived by Landlord from the Leased Premises during what would otherwise have been the remaining term of this Lease, net of any direct costs incurred by Landlord in procuring a new tenant
In addition to the aforesaid events of Default, if Tenant should be placed in Default two or more times in any 12-month period during the term of this Lease (regardless of whether or not Tenant cures such Default within the applicable cure period), such multiple events of Default shall constitute a separate Default which cannot be cured by Tenant; and, at Landlord's option without giving Tenant any further notice, Landlord may exercise any of the aforesaid rights afforded Landlord with respect to such Default.

No action by Tenant after final judgment for possession of the Premises shall reinstate this Lease, and Tenant waives any and all rights of redemption if Tenant is judicially dispossessed. Should Landlord elect not to exercise any of its rights in the event of a Default, it shall not be deemed a waiver of such rights as to subsequent Defaults. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or any partial payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided for in this Lease or available at law or in equity to collect the balance of such Rent. After the service of any notice or commencement of any suit or final judgment therein, Landlord may receive and collect any Rent due and such collection or receipt shall not operate as a waiver of nor affect such notice, suit or judgment. All of the aforesaid rights of Landlord shall be in addition to any remedies which Landlord may have at law or in equity. Both parties hereby waive trial by jury in any action, proceeding or counter-claim brought by either party against the other on any matter arising out of or in any way connected with this Lease, or Tenant's use or occupancy of the Premises. Tenant shall pay all costs and reasonable attorney's fees incurred by Landlord in the enforcement of this Lease.

22. Attorneys' Fees
In the event that Landlord should bring suit for the possession of the Premises, for the recovery of any sum due under this lease, or because of the breach of any provision of this lease, or if Tenant shall bring any action for any relief against Landlord arising out of the Lease, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party shall be paid by the other party.

23. Guaranty
This Agreement and the covenants and obligations thereof of the Tenant are hereby guaranteed by the individual(s) and/or entities identified in paragraph 1(c) on Page One of this Agreement and as further provided in Exhibit "A", attached hereto and made a part hereof and such guaranty shall be unconditional.

24. Quiet Possession.
Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

25. Tenant to Indemnify
The Tenant agrees to indemnify, hold harmless and defend the Landlord from any liability for damages to any person in, on or about said leased premises from any cause whatsoever, to the extent of Tenant's fault for any such damages.

26. Condemnation/Eminent Domain
If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

27. Subordination.
Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein require d to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

28. Notice.
Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:	*If to Tenant:*
J&K Worldwide, LLC [Landlord] 1795 Outer Ln Dr Ypsilanti, Michigan 48198 [Landlord's Address]	734 Brewing Company, Inc. [Tenant] 15 E. Cross St. Suite B Ypsilanti, Michigan 48198 [Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party

29. Brokerage.
Except as provided below,the parties warrant that they have dealt with no broker claiming a commission in connection with this transaction; and each party shall hold the other party harmless for any breach of such warranty. Tenant shall be liable for any commissions payable to any broker services obtained. Tenant has used the services of Brian Jones-Chance, of KW Commercial, in procuring this Lease. Tenant has entered into a separate written agreement regarding such services. Tenant shall pay KW Commercial the commission required under that separate agreement.

30. Waiver.
No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

31. Headings
The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

32. Successors
The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

33. Condition of Premises at Time of Lease
The Tenant acknowledges that it has examined the leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or its agent, which are not expressed in the lease, and the Tenant accepts the leased premises in their present condition at the date of the execution of this lease.

34. Re-Renting
The Tenant hereby agrees that for a period commencing ninety (90) days prior to the termination of this lease, the Landlord may show the premises to prospective Tenants, and ninety (90) days prior to the termination of this lease, may display in and about said premises and in the windows thereof, the usual "To Rent" signs, which shall be displayed in such a manner as not to interfere unreasonably with the conduct of tenant's business.

35. CONFIDENTIALITY. Tenant acknowledges that the terms and conditions set forth in this Lease are confidential in nature, and that the negotiations preceding the drafting of this instrument are private as between Landlord and Tenant. Therefore, Tenant and its agents (including Tenant's brokers and attorneys) shall not disclose any of the terms or conditions herein contained to any person other than authorized agents of Tenant. In no event shall Tenant disclose any such terms or conditions to any third party tenant, or any employee thereof; within the Property. If Tenant breaches such confidence, Tenant shall be in Default of this Lease and/or shall be liable to Landlord for any damages Landlord sustains as a direct or indirect result of such breach.

36. Compliance with Law.
Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

37. Final Agreement.
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

38. Governing Law.
This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

____

Jeffrey R. Kuhns,jr., Managing Partner, J&K Worldwide, LLC [Landlord Signature]

____

Patrick Echlin, President, 734 Brewing Company, Inc. [Tenant Signature]

EXHIBIT "A"

Unconditional Guaranty

The undersigned, Patrick Echlin, individually, hereby unconditionally and absolutely Guaranties the payment of all Rents and other obligations of the Tenant, 734 Brewing Company, Inc. when due under this Lease. This Guaranty shall be absolute and unconditional and Landlord shall have no obligation to either undertake or exhaust collection efforts against the Tenant, 734 Brewing Company, Inc. prior to demand payment from Patrick Echlin under this Guaranty and upon demand, Patrick Echlin shall immediately make such payments and satisfy all obligations of the Tenant, 734 Brewing Company, Inc.

Notwithstanding the foregoing, the liability of Patrick Echlin under this Guaranty shall:

a. Be limited to 12 months' base rent

____

Patrick Echlin

EXHIBIT "B"

Rider To Lease

Provided it is not in default of the Lease beyond any applicable grace period, both at the time of notice and upon the effective date of said notice, Tenant shall have one FIVE (5) year option to renew upon the provision of 120 days advance written notice to Landlord, effective upon receipt with rent as follows:

March 1, 2026 to February 28, 2031 $1,550.00

EXHIBIT "A"

Unconditional Guaranty

The undersigned, Patrick Echlin, individually, hereby unconditionally and absolutely Guaranties the payment of all Rents and other obligations of the Tenant, 734 Brewing Company, Inc. when due under this Lease. This Guaranty shall be absolute and unconditional and Landlord shall have no obligation to either undertake or exhaust collection efforts against the Tenant, 734 Brewing Company, Inc. prior to demand payment from Patrick Echlin under this Guaranty and upon demand, Patrick Echlin shall immediately make such payments and satisfy all obligations of the Tenant, 734 Brewing Company, Inc.

Notwithstanding the foregoing, the liability of Patrick Echlin under this Guaranty shall:

a Be limited to 12 months' base rent

[redacted]

Patrick Echlin

EXHIBIT "B"

Rider To Lease

Provided it is not in default of the Lease beyond any applicable grace period, both at the time of notice and upon the effective date of said notice, Tenant shall have one FIVE (5) year option to renew upon the provision of 120 days advance written notice to Landlord, effective upon receipt with rent as follows:

March 1, 2026 to February 28, 2031 $1,550.00

36. Compliance with Law.
Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

37. Final Agreement.
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

38. Governing Law.
This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

____
Jeffrey R. Kuhns,jr., Managing Partner, J&K Worldwide, LLC [Landlord Signature]

[redacted]
Patrick Echlin, President, 734 Brewing Company, Inc. [Tenant Signature]

dotloop signature verification:

SECOND AMENDMENT TO LEASE AGREEMENT

Amendment, effective October 5, 2016, between J&K Worldwide, LLC ("Landlord") and 734 Brewing Company, Inc. ("Tenant").

RECITALS

The parties entered into a Lease Agreement, dated March 1, 2016, governing the rental by Tenant of property commonly known as 15 E Cross St, Suite B, Ypsilanti, MI 48198 ("The Lease"). The parties have agreed to amend the Lease on the terms provided in this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. **Permitted Use**. Section 1 (l) of the Lease is hereby amended to permit the Premises to be used as a Winery, as well as for General Retail/Office/Brewery/Food Service.
2. **Other Terms**. Except as specifically provided in this Amendment, the terms of the Lease and the First Amendment to Lease Agreement remain in effect.

INTENDING TO BE LEGALLY BOUND, the parties have signed this Amendment, effective as of the day and year first above written.

[redacted] dotloop verified 10/05/16 6:46PM EDT DJ0Q-NSL3-NDOP-KBOE

By: Jeffrey R. Kuhns, Jr., Managing Partner, J&K Worldwide, LLC (Landlord)

[redacted] dotloop verified 10/05/16 9:19PM EDT YIBO-RASG-0N6V-7VBM

By: Patrick Echlin, President/CEO, 734 Brewing Company, Inc. (Tenant)

STOCK ISSUANCE / TRANSFER LEDGER FOR: 734 Brewing Company, Inc.

Name of Stockholder	Place of Residence	Certificates Issued				From Whom Shares Were Transferred. (If original issue, enter as such.)	Amount Paid Thereon	Date of Tranfer of Shares	To Whom Shares Were Transferred	Certificates Surrendered		Number of Shares Held (Balance)
		Cert. No.	No. of Shares	Class	Date Issued					Cert No.	No. of Shares	
Patrick Echlin	1135 N Prospect Rd, Ypsilanti, MI	1	10,000	-	6.Dec.2013	Original Issue	$100.00 (services)	-	-	-	-	10,000
Patrick Echlin	1135 N Prospect Rd, Ypsilanti, MI	1A	60,000	A	23.Nov.2016	Original Issue	$500.00 (labor)	-	-	1	10,000	60,000
The Ypsilanti Hay Press Company	1923 Andover Dr, Ypsilanti, MI	2A	30,000	A	23.Nov.2016	Original Issue	$300.00 (labor)	-	-	-	-	30,000

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 •

Business ID: ______________

Request ID: ______________

(For MLCC use only)

Local Government Approval

(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a ______________ (regular or special) meeting of the ______________ (township, city, village) council/board

called to order by ______________ on ______________ (date) at ______________ (time)

the following resolution was offered:

Moved by ______________ and supported by ______________

that the application from ______________ (name of applicant)

for the following license(s): ______________ (list specific licenses requested)

to be located at: ______________

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: ______________

It is the consensus of this body that it ______________ (recommends/does not recommend) this application be considered for approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are ______________

Vote

Yeas: ______

Nays: ______

Absent: ______

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the ______________ (township, city, village) council/board at a ______________ (regular or special) meeting held on ______________ (date)

______________ Print Name of Clerk

______________ Signature of Clerk

______________ Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

Andrew Hellenga

From: Frank Daniels, Jr.
Sent: Monday, October 30, 2017 7:49 AM
To: Andrew Hellenga
Subject: RE: RE: Liquor License Department Approval

Andrew,

Building has no objections to 734 Brewing; they just obtained all of their final approvals from us on Thursday.

No objections for Harmony Lane. A Certificate of Occupancy is required prior to issuance.

Frank Daniels
Building Department Manager
City of Ypsilanti
One S. Huron Street
Ypsilanti, Michigan 48197
(734) 482-1025 - Office
(734) 483-7444 - Fax

fdanielsjr@cityofypsilanti.com
www.cityofypsilanti.com

From: Andrew Hellenga
Sent: Thursday, October 26, 2017 8:22 AM
To: Joe Meyers ; Frank Daniels, Jr. ; Max Anthouard ; Tony DeGiusti ; Bonnie Wessler ; Beth Ernat ; Courtney Dugger ; jbarr@barrlawfirm.com; 'DDuchene@barrlawfirm.com' ; Kimberly Teamer
Cc: Darwin McClary ; Frances McMullan
Subject: RE: Liquor License Department Approval

Hello All,

Attached is an application for Harmony Lane redevelopment liquor license for approval, it is scheduled for approval during the November 28th Council meeting. Also, attached is an application previously sent for 734 Brewing, which I am still waiting on approval from some departments. Please review and provide approval.

Thanks,

Andrew Hellenga
Deputy City Clerk
City of Ypsilanti
1 South Huron
Phone: (734) 483-1100
Email: ahellenga@cityofypsilanti.com

Andrew Hellenga

From: Max Anthouard
Sent: Tuesday, October 17, 2017 2:15 PM
To: Andrew Hellenga
Subject: RE: RE: 734 Brewing Liquor License Application

Good for the fire department

Max

From: Andrew Hellenga
Sent: Monday, October 16, 2017 9:34 AM
To: Frank Daniels, Jr.; Bonnie Wessler; Cynthia Kochanek; Beth Bashert; Max Anthouard; Tony DeGiusti; jbarr@barrlawfirm.com; 'DDuchene@barrlawfirm.com'; Kimberly Teamer; Joe Meyers
Subject: RE: 734 Brewing Liquor License Application

Hello All,

Please see attached application for departmental approval.

Thanks,

Andrew Hellenga
Deputy City Clerk
City of Ypsilanti
1 South Huron
Phone: (734) 483-1100
Email: ahellenga@cityofypsilanti.com

Andrew Hellenga

From:	Joe Meyers
Sent:	Tuesday, October 17, 2017 8:54 AM
To:	Andrew Hellenga; Frank Daniels, Jr.; Bonnie Wessler; Cynthia Kochanek; Beth Bashert; Max Anthouard; Tony DeGiusti; jbarr@barrlawfirm.com; 'DDuchene@barrlawfirm.com'; Kimberly Teamer
Cc:	Beth Ernat
Subject:	RE: RE: 734 Brewing Liquor License Application

Dan, the Planning and Development Department and DDA has no issue with the Brewing Liquor License.
Joe

From: Andrew Hellenga
Sent: Monday, October 16, 2017 9:34 AM
To: Frank Daniels, Jr. <FDanielsJr@cityofypsilanti.com>; Bonnie Wessler <bwessler@cityofypsilanti.com>; Cynthia Kochanek <CKochanek@cityofypsilanti.com>; Beth Bashert <bbashert@cityofypsilanti.com>; Max Anthouard <MAnthouard@cityofypsilanti.com>; Tony DeGiusti <tdegiusti@cityofypsilanti.com>; jbarr@barrlawfirm.com; 'DDuchene@barrlawfirm.com' <DDuchene@barrlawfirm.com>; Kimberly Teamer <KTeamer@cityofypsilanti.com>; Joe Meyers <jmeyers@cityofypsilanti.com>
Subject: RE: 734 Brewing Liquor License Application

Hello All,

Please see attached application for departmental approval.

Thanks,

Andrew Hellenga
Deputy City Clerk
City of Ypsilanti
1 South Huron
Phone: (734) 483-1100
Email: ahellenga@cityofypsilanti.com

Andrew Hellenga

From: Tony DeGiusti
Sent: Tuesday, October 17, 2017 9:44 AM
To: Andrew Hellenga
Subject: RE: RE: 734 Brewing Liquor License Application

Andrew,

No issues from the Police Department at this time.

Tony DeGiusti
Chief of Police
City of Ypsilanti Police Department
505 W. Michigan Avenue
Ypsilanti, MI 48197

From: Andrew Hellenga
Sent: Monday, October 16, 2017 9:34 AM
To: Frank Daniels, Jr. <FDanielsJr@cityofypsilanti.com>; Bonnie Wessler <bwessler@cityofypsilanti.com>; Cynthia Kochanek <CKochanek@cityofypsilanti.com>; Beth Bashert <bbashert@cityofypsilanti.com>; Max Anthouard <MAnthouard@cityofypsilanti.com>; Tony DeGiusti <tdegiusti@cityofypsilanti.com>; jbarr@barrlawfirm.com; 'DDuchene@barrlawfirm.com' <DDuchene@barrlawfirm.com>; Kimberly Teamer <KTeamer@cityofypsilanti.com>; Joe Meyers <jmeyers@cityofypsilanti.com>
Subject: RE: 734 Brewing Liquor License Application

Hello All,

Please see attached application for departmental approval.

Thanks,

Andrew Hellenga
Deputy City Clerk
City of Ypsilanti
1 South Huron
Phone: (734) 483-1100
Email: ahellenga@cityofypsilanti.com

Andrew Hellenga

From: Courtney Dugger
Sent: Friday, October 27, 2017 8:22 AM
To: Andrew Hellenga
Subject: RE: RE: Liquor License Department Approval

The assessing department has no issues with both.

From: Andrew Hellenga
Sent: Thursday, October 26, 2017 8:22 AM
To: Joe Meyers <jmeyers@cityofypsilanti.com>; Frank Daniels, Jr. <FDanielsJr@cityofypsilanti.com>; Max Anthouard <MAnthouard@cityofypsilanti.com>; Tony DeGiusti <tdegiusti@cityofypsilanti.com>; Bonnie Wessler <bwessler@cityofypsilanti.com>; Beth Ernat <BErnat@cityofypsilanti.com>; Courtney Dugger <CDugger@cityofypsilanti.com>; jbarr@barrlawfirm.com; 'DDuchene@barrlawfirm.com' <DDuchene@barrlawfirm.com>; Kimberly Teamer <KTeamer@cityofypsilanti.com>
Cc: Darwin McClary <dmcclary@cityofypsilanti.com>; Frances McMullan <fmcmullan@cityofypsilanti.com>
Subject: RE: Liquor License Department Approval

Hello All,

Attached is an application for Harmony Lane redevelopment liquor license for approval, it is scheduled for approval during the November 28th Council meeting. Also, attached is an application previously sent for 734 Brewing, which I am still waiting on approval from some departments. Please review and provide approval.

Thanks,

Andrew Hellenga
Deputy City Clerk
City of Ypsilanti
1 South Huron
Phone: (734) 483-1100
Email: ahellenga@cityofypsilanti.com

Andrew Hellenga

From: Dan Duchene <DDuchene@barrlawfirm.com>
Sent: Thursday, October 26, 2017 10:14 AM
To: Andrew Hellenga; Joe Meyers; Frank Daniels, Jr.; Max Anthouard; Tony DeGiusti; Bonnie Wessler; Beth Ernat; Courtney Dugger; John Barr; Kimberly Teamer
Cc: Darwin McClary; Frances McMullan
Subject: RE: Liquor License Department Approval

Andrew,

There is no issue with these applications from City Attorney's office.

Thank you,

Dan DuChene
Associate Attorney
Barr, Anhut & Associates, P.C.
105 Pearl Street
Ypsilanti, MI 48197
Ph: (734) 481-1234
Fx: (734) 483-3871

From: Andrew Hellenga [mailto:ahellenga@cityofypsilanti.com]
Sent: Thursday, October 26, 2017 8:22 AM
To: Joe Meyers <jmeyers@cityofypsilanti.com>; Frank Daniels, Jr. <FDanielsJr@cityofypsilanti.com>; Max Anthouard <MAnthouard@cityofypsilanti.com>; Tony DeGiusti <tdegiusti@cityofypsilanti.com>; Bonnie Wessler <bwessler@cityofypsilanti.com>; Beth Ernat <BErnat@cityofypsilanti.com>; Courtney Dugger <CDugger@cityofypsilanti.com>; John Barr <JBarr@barrlawfirm.com>; Dan Duchene <DDuchene@barrlawfirm.com>; Kimberly Teamer <KTeamer@cityofypsilanti.com>
Cc: Darwin McClary <dmcclary@cityofypsilanti.com>; Frances McMullan <fmcmullan@cityofypsilanti.com>
Subject: RE: Liquor License Department Approval

Hello All,

Attached is an application for Harmony Lane redevelopment liquor license for approval, it is scheduled for approval during the November 28th Council meeting. Also, attached is an application previously sent for 734 Brewing, which I am still waiting on approval from some departments. Please review and provide approval.

Thanks,

Andrew Hellenga
Deputy City Clerk
City of Ypsilanti

Andrew Hellenga

From: Kimberly Teamer
Sent: Thursday, October 26, 2017 8:52 AM
To: Andrew Hellenga
Subject: RE: RE: Liquor License Department Approval

There are no outstanding taxes for either of these parcels.

Kim

From: Andrew Hellenga
Sent: Thursday, October 26, 2017 8:22 AM
To: Joe Meyers <jmeyers@cityofypsilanti.com>; Frank Daniels, Jr. <FDanielsJr@cityofypsilanti.com>; Max Anthouard <MAnthouard@cityofypsilanti.com>; Tony DeGiusti <tdegiusti@cityofypsilanti.com>; Bonnie Wessler <bwessler@cityofypsilanti.com>; Beth Ernat <BErnat@cityofypsilanti.com>; Courtney Dugger <CDugger@cityofypsilanti.com>; jbarr@barrlawfirm.com; 'DDuchene@barrlawfirm.com' <DDuchene@barrlawfirm.com>; Kimberly Teamer <KTeamer@cityofypsilanti.com>
Cc: Darwin McClary <dmcclary@cityofypsilanti.com>; Frances McMullan <fmcmullan@cityofypsilanti.com>
Subject: RE: Liquor License Department Approval

Hello All,

Attached is an application for Harmony Lane redevelopment liquor license for approval, it is scheduled for approval during the November 28th Council meeting. Also, attached is an application previously sent for 734 Brewing, which I am still waiting on approval from some departments. Please review and provide approval.

Thanks,

Andrew Hellenga
Deputy City Clerk
City of Ypsilanti
1 South Huron
Phone: (734) 483-1100
Email: ahellenga@cityofypsilanti.com

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

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

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

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

REQUEST FOR LEGISLATION

DATE: October 24, 2017

FROM: Jesse O'Jack, Assistant Ypsilanti City Attorney

SUBJECT: Adoption of an ordinance entitled "AN ORDINANCE TO AMEND YPSILANTI CITY CODE CHAPTER 6 "ALCOHOLIC LIQUOR" TO BE CONSISTENT WITH STATE LAW AND SETTING FORTH THE PENALTIES"

SUMMARY/BACKGROUND

The State of Michigan has enacted several amendments to the statutes related to minors being in possession of alcohol, including changing the first offense for the charge of a minor in possession from a misdemeanor to a civil infraction beginning January 1, 2018. The proposed ordinance amendments are to bring the City's ordinances back into compliance with state law.

ATTACHMENTS: Proposed Ordinance

RECOMMENDED ACTION: Adoption of the ordinance

DATE RECEIVED:_____________ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF:__________ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

Resolution No. 2017-253
November 14, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled " AN ORDINANCE TO AMEND YPSILANTI CITY CODE CHAPTER 6 "ALCOHOLIC LIQUOR" TO BE CONSISTENT WITH STATE LAW AND SETTING FORTH THE PENALTIES" be approved on first reading.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1296

AN ORDINANCE TO AMEND YPSILANTI CITY CODE CHAPTER 6 "ALCOHOLIC LIQUOR" TO BE CONSISTENT WITH STATE LAW AND SETTING FORTH THE PENALTIES.

THE CITY OF YPSILANTI HEREBY ORDAINS:

Section 1: Amendments, additions, and deletions to the Code of Ordinances, City of Ypsilanti, Michigan.

That Chapter 6 of the Code of Ordinances, City of Ypsilanti, Michigan, entitled “Alcoholic Liquor”, Article I "In General", Section 6-1 "Definitions", is hereby amended as follows:

Sec. 6-1. – Definitions.

The following words, terms and phrases when used in this chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcohol means the product of distillation of fermented liquid, whether or not rectified or diluted with water, but does not mean ethyl or industrial alcohol, diluted or not, that has been denatured or otherwise rendered unfit for beverage purposes.

Alcoholic liquor means any spirituous, vinous, malt, or fermented liquor, powder, liquids, and compounds, whether or not medicated, proprietary, ~~or~~ patented, and by whatever name~~s~~ called, containing one-half of one percent or more of alcohol by volume that ~~which~~ are fit for use for food purposes or beverage purposes as defined and classified by the liquor control commission according to alcoholic content as belonging to 1 of the varieties defined in MCL Chapter 436.

Any bodily alcohol content means either of the following:

(a) An alcohol content of 0.02 grams or more per 100 milliliters of blood, per 210 liters of breath, or per 67 milliliters of urine.
(b) Any presence of alcohol within a person’s body resulting from the consumption of alcoholic liquor, other than consumption of alcoholic liquor as a part of a generally recognized religious service or ceremony.

Beer means any beverage obtained by alcoholic fermentation of an infusion or decoction of barley, malt, hops, or other cereal in potable water.

Emergency medical services personnel means that term as defined in 1978 PA 368, MCL 333.20904.

Health facility or agency means that term as defined in 1978 PA 369, MCL 333.20106.

Mixed spirit drink means a drink produced and packaged or sold by a mixed spirit drink manufacturer or an outstate seller of mixed spirit drink that contains 10% or less alcohol by volume consisting of spirits mixed with nonalcoholic beverages or flavoring or coloring materials and that may also contain 1 or more of the following:

(a) Water.
(b) Fruit juices.
(c) Fruit adjuncts.
(d) Sugar.
(e) Carbon dioxide.
(f) Preservatives.

Mixed wine drink means a drink or similar product marketed as a wine cooler that contains less than 7% alcohol by volume, consists of wine and plain, sparkling, or carbonated water, and contains any 1 or more of the following:

(a) Nonalcoholic beverages.
(b) Flavoring.
(c) Coloring Materials.
(d) Fruit juices.
(e) Fruit adjuncts.
(f) Sugar.
(g) Carbon dioxide.
(h) Preservatives.

Prior judgment means a conviction, juvenile adjudication, finding of responsibility, or admission of responsibility for any of the following, whether under a law of the State of Michigan, a local ordinance substantially corresponding to a law of the State of Michigan, a law of the United States substantially corresponding to a law of the State of Michigan, or a law of another state substantially corresponding to a law of the State of Michigan:

(a) MCL 436.1701, 436.1703, or 436.1707.
(b) MCL 257.624a, 257.624b, or 257.625.
(c) MCL 324.80176, 324.81134, or 324.82127.
(d) MCL 750.167a or 750.237.

Sacramental wine means wine containing not more than 24% of alcohol by volume which is used for sacramental purposes.

Spirits means a ~~any~~ beverage that contains ~~containing~~ alcohol obtained by distillation~~,~~ mixed with potable water or ~~and~~ other substances, or both, in solution~~,~~ and includes ~~including~~, among other things, wine containing an alcohol content of more than 21% ~~over 16 percent~~ by volume, except sacramental wine and mixed spirit drink.

Wine means the product made by the normal alcohol fermentation of the juice of sound, ripe grapes~~,~~ or any other fruit with the usual cellar treatment~~,~~ and containing not more than 21 ~~16~~ percent of alcohol by volume, including fermented fruit juices other than grapes and mixed wine drinks. ~~It shall also include fermented fruit juices other than grapes.~~

That Chapter 6 of the Code of Ordinances, City of Ypsilanti, Michigan, entitled "Alcoholic Liquor", Article I "In General", Section 6-3 "Penalty", is hereby amended as follows:

Sec. 6-3. – Penalty.

Anyone who violates this chapter, except where otherwise stated ~~with the exception of section 6-53~~, shall upon conviction be guilty of a misdemeanor and punished as provided in section 1-15.

That Chapter 6 of the Code of Ordinances, City of Ypsilanti, Michigan, entitled "Alcoholic Liquor", Article III "Operating Requirements", Section 6-52 "Sale, etc., to minors, purchases by minors", is hereby amended as follows:

Sec. 6-52. - Sale, etc., to minors; purchases by minors.

No person, either directly or indirectly, by himself or by any clerk, agent, servant or employee, shall, at any time, sell, furnish, give or deliver any alcoholic liquor to any person unless such person shall have attained the age of 21 years except as otherwise provided by law. In any criminal prosecution for any violation of this section, proof that the defendant licensee, or his agent or employee, demanded and was shown, before furnishing any alcoholic liquor to a minor, a motor vehicle operator's license or a registration certificate issued by the federal selective service or other bona fide documentary evidence of the age and identity of such person, may be offered as evidence in a defense to such prosecution.

That Chapter 6 of the Code of Ordinances, City of Ypsilanti, Michigan, entitled "Alcoholic Liquor", Article III "Operating Requirements", Section 6-53 "Purchase, consumption, or possession of alcoholic liquor by person less than 21 years of age; attempt; violation", is hereby amended as follows:

Sec. 6-53. - Purchase, consumption, or possession of alcoholic liquor by person less than 21 years of age; attempt; violations; exclusions; defenses.

(a) A person less than 21 years of age shall not purchase or attempt to purchase alcoholic liquor, consume or attempt to consume alcoholic liquor, or possess or attempt to possess alcoholic liquor, or have any bodily alcohol content, in the city, except as provided in this section and section 624b of Act No. 493 of the Public Acts of Michigan of 1996 (MCL 257.624b). A person less than 21 years of age who violates this subsection is responsible for a civil infraction or guilty of a misdemeanor ~~punishable by the following fines and sanctions~~ as follows and is not subject to the penalties prescribed in MCL 436.1999 or an ordinance substantially corresponding to MCL 436.1999:

(1) For the first violation, the person is responsible for a civil infraction and shall be fined ~~a fine of~~ not more than $100.00, and may be ordered to participate in substance use disorder ~~abuse~~ ~~prevention or substance abuse treatment and rehabilitation~~ services as defined in section 6230 ~~6107~~ of the Public Health Code, 1978 PA 368, MCL 333.6230, ~~Act No. 268 of the Public Acts of Michigan of 1978 (MCL 333.6107),~~ and designated by the administrator of the office of substance abuse services, and may be ordered to perform community service and to undergo substance abuse screening and assessment at his or her own expense as described in MCL 436.1703(5). A person may be found responsible or admit responsibility only once under this subsection.

(2) If a violation of this section occurs after 1 prior judgment, the person is guilty of a misdemeanor punishable by imprisonment for not more than 30 days if the court finds that the person violated an order of probation, failed to successfully complete any treatment, screening, or community service ordered by the court, or failed to pay any fine for that conviction or juvenile adjudication, or by a fine of not more than $200.00, or both, ~~For a second violation a fine of not more than $200.00,~~ and may be ordered to participate in substance use disorder ~~abuse prevention or substance abuse treatment and rehabilitation~~ services as defined in section 6230 ~~6107~~ of the Public Health Code, 1978 PA 368, MCL 333.6230, ~~Act No. 268 of the Public Acts of Michigan of 1978,~~ and designated by the administrator of the office of substance abuse services, to perform community service, and to undergo substance abuse screening and assessment at his or her own expense as described in MCL 436.1703(5).

(3) If a violation of this section occurs after 2 or more prior judgments, the person is guilty of a misdemeanor punishable by imprisonment for not more than 60 days, if the court finds that the person violated an order of probation, failed to successfully complete any treatment, screening, or community service

ordered by the court, or failed to pay any fine for that conviction or juvenile adjudication, or by a fine of not more than $500.00,or both, as applicable, ~~For a third or subsequent violation a fine of not more than $500.00,~~ and may be ordered to participate in substance use disorder ~~abuse prevention or substance abuse treatment and rehabilitation~~ services as defined in section 6230 ~~6107~~ of the Public Health Code, 1978 PA 368, MCL 333.6230, ~~Act No. 268 of the Public Acts of Michigan of 1978,~~ and designated by the administrator of the office of substance abuse services, to perform community service, and to undergo substance abuse screening and assessment at his or her own expense as described in MCL 436.1703(5).

(b) A peace officer who has reasonable cause to believe a person less than 21 years of age has consumed alcoholic liquor or has any bodily alcohol content may request ~~require~~ the person to submit to a preliminary chemical breath analysis. If the person does not consent to a preliminary chemical breath analysis, the analysis shall not be administered without a court order, but a peace officer may seek to obtain a court order. The results of a preliminary chemical breath analysis or other acceptable blood alcohol test are admissible in a civil infraction proceeding or criminal prosecution to determine if the person has consumed or possessed alcoholic liquor or had any bodily alcohol content. ~~A peace officer may arrest a person based in whole or in part upon the results of a preliminary chemical breath analysis or other acceptable blood alcohol test admissible in a criminal prosecution to determine whether the person less than 21 years of age has consumed or possessed alcoholic liquor~~. ~~A person less than 21 years of age who refuses to submit to a preliminary chemical breath test analysis as required in this subsection is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than $100.00.~~

(c) A law enforcement agency, ~~up~~on determining that a person less than 18 years of age who is not emancipated under 1968 PA 293, ~~pursuant to Act No. 293 of the Public Acts of Michigan of 1968~~ (MCL 722.1 et seq.), allegedly consumed, possessed, purchased, or attempted to consume, possess, or purchase alcoholic liquor, or had any bodily alcohol content in violation of subsection (a) of this section shall notify the parent or parents, custodian, or guardian of the person as to the nature of the violation if the name of a parent, guardian, or custodian is reasonably ascertainable by the law enforcement agency. The notice required by this subsection shall be made not later than 48 hours after the law enforcement agency determines that the person who allegedly violated subsection (a) of this section is less than 18 years of age and not emancipated under 1968 PA 293, (MCL 722.1 et seq.). ~~pursuant to Act No. 293 of the Public Acts of Michigan of 1968~~. The notice may be made by any means reasonably calculated to give prompt actual notice including, but not limited to, notice in person, by telephone, or by first-class mail. If a person less than 17 years of age is incarcerated for violating subsection (a) of this section, his or her parents or legal guardian shall be notified immediately as provided in this subsection.

(d) This section does not prohibit a person less than 21 years of age from possessing alcoholic liquor during regular working hours in the course of his or her employment if employed by a person licensed by 1998 PA 58, (MCL 436.1101 et seq.), by the liquor control commission, or by an agent of the liquor control commission, if the alcoholic liquor is not possessed for his or her personal consumption. ~~Act No. 8 of the Public Acts of Michigan of 1933 (Ex. Sess) (MCL 436.1 et seq.).~~

(e) The following persons are not to be considered to be in violation of subsection (a):

(1) A person less than 21 years of age who has consumed alcoholic liquor and who voluntarily presents himself or herself to a health facility or agency for treatment or for observation including, but not limited to, medical examination and treatment for any condition arising from a violation of MCL sections 750.520b to 750.520g, committed against a minor.

(2) A person less than 21 years of age who accompanies an individual who meets the following criteria:

i. Has consumed alcoholic liquor.

ii. Voluntarily presents himself or herself to a health facility or agency for treatment or for observation including, but not limited to, medical examination and treatment for any condition arising from a violation of MCL sections 750.520b to 750.520g, committed against a minor.

(3) A person less than 21 years of age who initiates contact with a peace officer or emergency medical services personnel for the purpose of obtaining medical assistance for a legitimate health care concern.

(f) This section does not limit the civil or criminal liability of a vendor or vendor's clerk, servant, agent, or employee for a violation of this Chapter.

~~(e)~~ (g) The consumption of alcoholic liquor by a person less than 21 years of age who is enrolled in a course offered by an accredited postsecondary ~~post secondary~~ educational institution in an academic building of the institution under the supervision of a faculty member is not prohibited by this section if the purpose of the consumption is solely educational and is a necessary requirement ~~ingredient~~ of the course.

~~(f)~~ (h) The consumption by a person less than 21 years of age of sacramental wine in connection with religious services at a church, synagogue, or temple is not prohibited by this section.

~~(g)~~ (i) Subsection (a) of this section does not apply to a person less than 21 years of age who participates in either or both of the following:

(1) An undercover operation in which the person less than 21 years of age purchases or receives alcoholic liquor under the direction of the person's employer and with the prior approval of the local prosecutor's office as part of an employer-sponsored internal enforcement action.

(2) An undercover operation in which the person less than 21 years of age purchases or receives alcoholic liquor under the direction of the state police, the liquor control commission, or a local police agency as part of an enforcement action unless the ~~except that any~~ initial or contemporaneous purchase or receipt of alcoholic liquor by the person less than 21 years of age was not ~~is~~ under the direction of the state police, the liquor control commission, or the local police agency and was not ~~is~~ part of the undercover operation. The state police, the liquor control commission, or a local police agency shall not recruit or attempt to recruit a person less than 21 years of age for participation in an undercover operation at the scene of a violation of subsection (a) of this section, section 6-51, or section 6-52.

(j) In a prosecution for the violation of subsection (a) concerning a person less than 21 years of age having any bodily alcohol content, it is an affirmative defense that the person consumed the alcoholic liquor in a venue or location where that consumption is legal.

That Chapter 6 of the Code of Ordinances, City of Ypsilanti, Michigan, entitled "Alcoholic Liquor", Article III "Operating Requirements", Section 6-54 "Furnishing or using fraudulent identification as misdemeanor", is hereby amended as follows:

Sec. 6-54. - Furnishing or using fraudulent identification as misdemeanor.

A person who furnishes fraudulent identification to a person less than 21 years of age, or, notwithstanding subsection 6-53(a), a person less than 21 years of age who uses fraudulent identification to purchase alcoholic liquor, is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than $100.00, or both.

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

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

4. Savings Clause. The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

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

6. Publication and Effective Date. The City Clerk shall cause this Ordinance, or a summary of this Ordinance, to be published according to Section 11.13 of the City Charter. This Ordinance shall become effective after publication at the expiration of 30 days after adoption or on January 1, 2018, whichever is later.

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 according to Section 11.13 of the City Charter 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: ______________________________

Resolution No. 2017-254
November 14, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing on an ordinance entitled " AN ORDINANCE TO AMEND YPSILANTI CITY CODE CHAPTER 6 "ALCOHOLIC LIQUOR" TO BE CONSISTENT WITH STATE LAW AND SETTING FORTH THE PENALTIES" be officially closed.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

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

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

John M. Barr
Karl A. Barr
~~~~~~~

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

REQUEST FOR LEGISLATION

DATE: September 22, 2017

FROM: Daniel J DuChene, Assistant City Attorney

SUBJECT: Zoning Code Reference Update

SUMMARY/BACKGROUND

The Zoning Code, Chapter 122 of the greater Code of Ordinances, has been modified several times from 2011 onward. The vast majority of these changes have only affected Chapter 122, however, some references from elsewhere in the Code of Ordinances were found to no longer reference the correct section of the Zoning Code.

All references to Chapter 122 of the Code were checked for accuracy. References were updated to reflect accurate code sections, zoning designations, or were replaced with common terms as appropriate. Additionally, there is a correction to a numbering of one subsection of the Code.

None of the proposed amendments provide for a substantive change to the current Code of Ordinances as adopted.

ATTACHMENTS: Proposed Ordinance

RECOMMENDED ACTION: Adoption of the ordinance

DATE RECEIVED:_______________ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF:___________ FINANCE DIR. APPROVAL
~~~~~~~

COUNCIL ACTION TAKEN:

Resolution No. 2017 -255
November 14, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled "An ordinance to amend Chapters 14 "Animals", 22 "Business," and 102 "Traffic and Vehicles" of the Ypsilanti City Code relating to internal references to Chapter 122, "Zoning" of the Ypsilanti City Code" be approved.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1297

An ordinance to amend Chapters 14 "Animals," 22 "Businesses," and 102 "Traffic and Vehicles" of the Ypsilanti City Code relating to internal references to Chapter 122 "Zoning."

1. THE CITY OF YPSILANTI HEREBY ORDAINS that Chapter 14, Article I, Sections 14-4 through 14-30 of its Code of Ordinances be amended to read as follows:

Sec. 14-~~9~~4. - Removal of animal waste.

(a) Responsibility. The owner of every animal shall be responsible for the removal of any excreta deposited by the animal on public walks, recreation areas, or private property.

(b) Municipal civil infraction. A person who violates any provision of this section is responsible for a municipal civil infraction, subject to payment of a civil fine as set forth in section 70-38. Repeat offenses under this section shall be subject to increased fines as set forth in section 70-38.

Sec. 14-45. - Keeping of female chickens (hens).

(a) Any person who keeps hens in the City of Ypsilanti shall obtain a permit from the city prior to acquiring the hens and pay a permit fee set by city council. This permit shall be kept by the owner and presented upon demand by any city official or police officer. Permits are non-transferable and do not run with the land. A permit may be obtained by any property owner of a property whose principle use is as a single-family or two-family zoned property within the City of Ypsilanti. Permits issued prior to June 1, 2010 will expire on July 1, 2011 and be renewable for two-year periods. Permits shall provide a limited license for the activity, and no vested zoning rights shall arise from said permit issuance.
(b) Notwithstanding the issuance of a permit by the city, private restrictions on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include, but are not limited to, deed restrictions, condominium master deed restrictions, and covenant deeds. A permit issued to a person whose property is subject to private restrictions that prohibit keeping of hens is void. The interpretation and

enforcement of the private restriction is the sole responsibility of the private parties involved.
(c) A person who keeps or houses hens on his or her property shall comply with the following requirements:

(1) Must obtain a permit pursuant to subsection (a) of this section.

(2) Keep no more than four hens.

(3) The principal use of the person's property must be for a single-family dwelling or two-family dwelling.

(4) No person shall keep a male chicken (rooster).

(5) No person shall slaughter any hens.

(6) Any person keeping hens shall remain subject to public nuisance animal controls codified in section 14-11 of the Ypsilanti Code of Ordinances.

(7) The hens shall be provided with a covered enclosure and must be kept in the covered enclosure or a fenced enclosure at all times. Fenced enclosures are subject to the provisions of ~~section 122-714~~ Section 122-635, Fences and Walls, of the Code of Ordinances.

(8) A person shall keep hens in the backyard only. For this subsection, "backyard" means the portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the single-family or two-family structure and extending to the side lot lines.

(9) All enclosures for the keeping of hens shall be constructed, repaired and maintained in a manner to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure.

(10) All feed and other items associated with the keeping of hens that are likely to attract or to become infested shall be so protected so as to prevent rats, mice, or other rodents from gaining access to or coming into contract with them.

(11) Chicken coops and enclosures shall be at least 20 feet from any residential structure not owned by the permittee unless written permission is granted from the owner of the affected residential structure.

(d) If the requirements of subsection (c) are not fully complied with, the city may revoke any permit granted under this section and/or initiate prosecution for a civil infraction violation.

Secs. 14-~~5~~6—14-30. - Reserved.

2. THE CITY OF YPSILANTI FURTHER ORDAINS that Chapter 22, Division 2, Sections 22-76 and 22-77 of its Code of Ordinances be amended to read as follows:

Sec. 22-76. - Required.
(a) Generally. No person shall ~~be~~ operate a bed and breakfast lodging or inn, as defined in ~~section 122-2~~ Section 122-203, without first having obtained a license from the city clerk in compliance with the provisions of this article.

Sec. 22-77. - Building requirement.

No premises shall be utilized for a bed and breakfast lodging or an inn unless there are at least two exits to the outdoors from such premises and the rooms utilized for sleeping have a minimum size as provided in subsection ~~122-778(2)~~ 122-520(c).

3. THE CITY OF YPSILANTI FURTHER ORDAINS that Chapter 102, Article III, Division 1, Section 102-62(c) of its Code of Ordinances be amended to read as follows:

Sec. 102-62. - Vehicle trespass.

(c) No person shall park any truck or bus, except those actively providing a service, on any residential street for more than three hours between the hours of 8:00 p.m. and 8:00 a.m. For purposes of this subsection, "residential street" shall mean the portion of any street which is adjacent to land zoned ~~"residential" as defined in Code section 122-231~~ Core Neighborhood, Core Neighborhood-Mid, Core Neighborhood Single-Family, or Single-Family Residential as described in Chapter 122. For the purposes of this subsection, "truck or bus" shall mean any vehicle which is licensed for any empty weight of more than 10,000 pounds or which exceeds 22 feet in length.

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

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

6. Savings Clause. The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

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

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

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

____
Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _________was published according to Section 11.13 of the City Charter on the _________ day of _______________, 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: ______________________________

Resolution No. 2017 -256
November 14, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That a public hearing on an ordinance entitled "An ordinance to amend Chapters 14 "Animals", 22 "Business," and 102 "Traffic and Vehicles" of the Ypsilanti City Code relating to internal references to Chapter 122, "Zoning" of the Ypsilanti City Code" be officially closed.

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

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

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

John M. Barr
Karl A. Barr
~~~~~~~

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

REQUEST FOR LEGISLATION

DATE: September 22, 2017

FROM: Daniel J DuChene, Assistant City Attorney

SUBJECT: Amendments with Regard to Medical Marijuana

SUMMARY/BACKGROUND

As Council is aware, the State of Michigan has adopted a set of statutes in order to provide for a state licensing procedure for several medical marijuana businesses. The provisions of these statutes have been previously discussed with Council, wherein staff was directed to update the City's Code of Ordinances to provide for a transition to this regulatory framework that attempts to maintain the current status quo with businesses located in the City as much as possible.

The attached ordinance amends Chapter 7 of the City Code to provide for this direction to the maximum extent possible based on the information current from the state agencies administering the new statutes. As a reminder, the statutes require an opt-in from local communities in order for Marihuana Facilities to locate there. This ordinance also so provides.

ATTACHMENTS: Proposed Ordinance

RECOMMENDED ACTION: Adoption of the ordinance

DATE RECEIVED:_______________ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF:___________ FINANCE DIR. APPROVAL
~~~~~~~

COUNCIL ACTION TAKEN:

Resolution No. 2017-257
November 14, 201

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance entitled “An ordinance to amend Chapter 7 “Medical Marijuana” of the Code of Ordinances of the City of Ypsilanti” be approved on first reading.

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1298

An ordinance to amend Chapter 7 "Medical Marijuana" of the Code of Ordinances of the City of Ypsilanti

1. THE CITY OF YPSILANTI HEREBY ORDAINS that Chapter 7 "Medical Marijuana" of its Code of Ordinances be amended to read as follows:

Sec. 7-1. - Purpose.

The purpose of this article is to establish standards and procedures for the review and input of the City of Ypsilanti on the issuance, renewal and/or revocation of ~~medical marijuana licenses~~ permits for ~~medical m~~Mari h~~j~~uana ~~dispensaries and medical marijuana growing/manufacturing f~~Facilities in order to:

(1) Serve and protect the health, safety~~,~~ and welfare of the general public;

(2) Establish a set of rules and regulations which are fair and equitable for those interested in establishing ~~medical m~~Mari h~~j~~uana ~~dispensaries and medical marijuana growing/manufacturing f~~Facilities; and

(3) To provide reasonable regulation pursuant to the city's general police power granted to cities by the Michigan Constitution of 1963 and the Home Rule City Act, MCL § 117.1 et seq., as amended.

Nothing in this ~~article~~Chapter, or in any companion regulatory provision adopted in any other provision of this Code, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution for growing, sale, consumption, use, distribution, or possession of ~~m~~Mari h~~j~~uana not in strict compliance with applicable state law or local ordinance ~~the Act or the General Rules~~. Also, since federal law is not affected by state law or local ordinance ~~the Act or the General Rules~~, nothing in this ~~article~~Chapter, or in any companion regulatory provision adopted in any other provision of this Code, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution under federal law. ~~The Act~~State law does not, nor does local ordinance, protect users, caregivers~~,~~ or the owners of properties on which the medical use of marijuana is occurring from federal prosecution, or from having their property seized by federal authorities under the Federal Control Substances Act.

Sec. 7-2. - Definitions.

~~Words and terms used in this section have been previously defined in section 122-2 and include "medical marijuana dispensary," "medical marijuana growing/manufacturing facility" and "medical marijuana home occupation."~~

All of the words, terms, and phrases defined by the MMFLA, as amended, are adopted herein by reference. As used in this Chapter, they have the same meaning as provided in the MMFLA. The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

MMFLA means the Medical Marihuana Facilities Licensing Act, Public Act 281 of 2016, MCL 333.27101 to 333.27801.

MMMA means the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, MCL 333.26421 to MCL 333.26430.

MTA means the Marihuana Tracking Act, Public Act 282 of 2016, MCL 333.27901 to 333.27904.

Sec. 7-3. - Adoption of state rules and regulations.

All activities related to medical marijuana shall be in compliance with the General Rules of the Michigan Department of Community Health, ~~and~~ the ~~Michigan Medical Marihuana Act, Initiated Law 1 of 2008, MCL § 333.26421 et seq~~MMMA, the MMFLA, MTA, as well as any and all administrative rules or regulations contained or adopted under the authority therein.

Pursuant to the MMFLA, the City of Ypsilanti authorizes the operation in the City of the following Marijuana Facilities, provided they possess a State Operating License issued under the MMFLA and they comply with the additional requirements of this Chapter, Chapter 122 of the Code of Ordinances for the City Ypsilanti, and all other applicable laws and ordinances:

(1) Grower, including Class A, Class B, and Class C grower.

(2) Processor.

(3) Provisioning Center.

No later than February 15, 2018, all previous medical marijuana dispensaries and medical marijuana growing/manufacturing facilities licensed by the City of Ypsilanti previous to the adoption of the MMFLA are required to apply for a State Operating License to operate in the City of Ypsilanti. Such a State Operating License must be issued on or before June 15, 2018. Likewise, all licenses issued by the City of Ypsilanti for medical marijuana dispensaries and medical marijuana growing/manufacturing facilities current and valid as of December 31, 2017, shall be continued under the same rules and regulations as issued until June 15, 2018, the issuance of a permit under this Chapter, or the denial of an application under this Chapter, whichever occurs first.

Sec. 7-4. - ~~License~~ Permit required.

(a) No person shall own, ~~or~~ operate, or maintain a ~~medical m~~Marih~~j~~uana ~~dispensary and medical marijuana growing/manufacturing f~~Facilitiy in the city without first applying for and receiving a ~~license~~permit from the city clerk's office.

(b) Any medical marijuana dispensary or medical marijuana growing/manufacturing facility licensed by the City of Ypsilanti and opened prior to the adoption of the ~~ordinance from which this article was derived~~ MMFLA must file for a ~~license~~ permit under this Chapter ~~within 30 days of the adoption of the ordinance from which this article was derived~~ no later than January 1, 2018. No other applications will be accepted by the city until ~~45 days after the effective date of this article~~February 1, 2018. Within 30 days after a~~n~~ pre-existing application is denied, the pre-existing dispensary or growing/manufacturing facility shall discontinue all operation unless the building or other code official determines it must be closed sooner for safety reasons.

(c) For the purposes of the permit required by this Chapter, a Processor and Grower are treated as one permit. More than one State Operating License(s) required for the operation of such may be combined at the same location under one permit.

(~~c~~d) The number of ~~licenses~~permits issued and renewed in any year shall be capped at ~~six~~seven for ~~medical marijuana dispensaries~~ Provisioning Centers and three for ~~medical marijuana growing/manufacturing facilities~~ Growers/Processors.

(~~d~~e) Effective June 15, 2018, a~~A~~ny ~~license~~permit shall automatically terminate and become void if the ~~licensed~~ use permitted by this Chapter stops for 90 days or more.

(~~e~~f) A ~~license~~permit shall be issued or renewed upon payment of the required fee and submission of a completed application in compliance with the provisions of this ~~article~~Chapter, and compliance with all provisions and requirements of this ~~article~~Chapter, the MMFLA, and the MTA. Application to renew a ~~license to operate a medical marijuana dispensary or medical marijuana growing/manufacturing facility~~ permit under this Chapter shall be filed at least 30 days prior to the date of expiration. Such renewal shall be annual and shall be accompanied by the annual fee.

(~~f~~g) Every applicant shall pay a fee at the time of the application for an initial or renewal ~~license~~permit, which fee shall be set by council resolution. Said fee is non-refundable if the application is reviewed.

(~~g~~h) The ~~license~~permit requirements set forth in this ~~article~~Chapter shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or local law.

(~~h~~i) The issuance of any ~~license~~permit pursuant to this ~~article~~Chapter does not create an exception, defense, or immunity to any person in regard to any potential criminal liability the person may have for the production, distribution, or possession of marijuana, possession of drug paraphernalia, or presence in places where drugs are being used, stored~~,~~ or kept.

(i~~i~~) All ~~licensed medical m~~Mari~~h~~juana ~~dispensaries and medical marijuana growing/manufacturing f~~Facilities shall have a sign measuring at least 11 × 17 inches installed and maintained in a conspicuous location visible to all persons entering the premises located inside the building that reads as follows:

THE MICHIGAN MEDICAL MARIHUANA ACT ACKNOWLEDGES THAT "FEDERAL LAW CURRENTLY PROHIBITS ANY USE OF MARIHUANA EXCEPT UNDER VERY LIMITED CIRCUMSTANCES." SEE MCL 333.26422(c). IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONSULT WITH YOUR ATTORNEY.

Sec. 7-5. - Application.

Every applicant for a ~~license to maintain, operate or conduct a medical marijuana dispensary or medical marijuana growing/manufacturing facility outside of a home occupation (see section 122-2)~~permit under this Chapter, shall file an application under notarized oath with the city clerk's office upon a form provided by the city, which shall fulfill all of the requirements indicated on the form, including but not limited to:

(1) The name, age, and address of applicant and operator:

a. Name, age~~,~~ and address of the applicant and all partners of the applicant, including proof that the applicant and/or proposed employees are at least 21 years of age;

b. Name, age~~,~~ and address of the operator of the Marihuana F~~f~~acility in cases where this differs from the applicant;

c. In the case of corporations, partnerships, non-profit organizations, or other business types, the applicant shall be the highest level official or employee of the entity such as, board president, chief executive officer, executive director, or comparable position;

d. If the applicant is a corporation, a copy of the articles of incorporation and current corporation records disclosing the identity and residential addresses of all directors, officers, and shareholders. Include the address of the corporation itself, if different from the address of the ~~medical m~~Mari~~h~~juana ~~dispensary or medical marijuana growing/manufacturing f~~Facilitiy, and the name and address of the resident agent for the corporation;

e. If the applicant is a partnership, the names and residence address of each of the partners and the partnership itself, if different from the address of the ~~medical m~~Mari~~h~~juana ~~dispensary or medical marijuana growing/manufacturing f~~Facilitiy, and the name and address of the resident agent;

f. Photo identification of the applicant and operator and/or driver's license; and

g. The ~~medical marijuana facility~~ professional licensing history of the applicant; whether such person has had a professional~~business~~ license issued, revoked~~,~~ or suspended.~~,~~ If the applicant has had a professional license revoked or suspended, the reason therefore, and the business activity or occupation subsequent to such action of suspension or revocation~~; and~~.

h. A copy of the application for the State Operating License~~ Proof that the applicant and/or its employees are primary caregivers if required under the Michigan Medical Marihuana Act.~~

(2) The location and mailing address and all telephone numbers where the business is to be conducted, and the name and address of the owner, if different from the holder of the ~~license~~permit, and written evidence of the applicant's right to possession of the premises.

(3) An area map, drawn to scale, indicating within a radius of 1,000 feet from the boundaries of the proposed Marihuana ~~dispensary or growing/manufacturing f~~Facility site, the proximity of the site to any school~~,~~ or existing Marihuana~~dispensary, or existing growing~~ ~~f~~Facility and zoning permit or similar clearance from the zoning administrator verifying the proposed use of the location at which the license will be utilized is in compliance with the zoning ordinance.

(4) A certificate of occupancy or similar clearance from the building department verifying the structure and premises at which the ~~license~~permit will be utilized is in compliance with building, property maintenance~~,~~ and all other applicable local code provisions. The certificate of occupancy is required within 60 days of the ~~license~~permit being issued, and is required before opening of the Marihuana F~~f~~acility.

(5) A statement that the applicant will not violate any of the laws of the State of Michigan or the ordinances of the City of Ypsilanti in conducting the business in which the ~~license~~permit will be used, and that a violation on the premises may be cause for objecting to renewal of the ~~license~~permit, or for requesting revocation of the ~~license~~permit.

(6) A signed release included with the application form permitting the police department to perform a criminal background check to ascertain whether the applicant and operator named on the application have been convicted of a felony.

(7) A description of the security plan for the facility, including, but not limited to, any lighting alarms, barriers, recording/monitoring devices, and/or security guard arrangements proposed for the Marihuana~~dispensary or growing/manufacturing f~~Facility and premises.

(8) Proof of insurance for fire damage in the amount of the value of the premises and liability insurance with minimum limits of $500,000.00.

(9) Description of the process for ~~tracking medical marijuana quantities and inventory controls including medical marijuana products received from outside sources, as well as caregivers/patients on the premises (see section 122-814(8) or 122-815(8) for more details)~~and proof of compliance with the Statewide Monitoring System as required by the MMFLA and MTA.

~~Dispensaries:~~

~~Description of an operating plan for the dispensary including the following:~~

(10) A description of the products and services to be provided by the Marihuana Facility~~dispensary~~, including retail sales of food and/or beverages, if any, and any related accommodations or facilities~~;~~.

(11) Detailed description of all marijuana storage facilities.

~~Growing/manufacturing facilities:~~

~~(12) Description of the process for tracking medical marijuana quantities and inventory controls, including on-site cultivation and processing;~~

~~(13) Detailed description of all medical marijuana storage facilities and equipment including enclosed, locked facilities, if any, as may be required by the act.~~

Sec. 7-6. - Approval of application.

The city manager or designee may issue a ~~license~~permit ~~for a medical marijuana dispensary or medical marijuana growing/manufacturing facility~~under this Chapter if inspections for safety, zoning compliance, criminal history background checks, and all other information available to the city verify that the applicant has submitted a full and complete application, paid the appropriate fee, ~~and~~ has made improvements to the business location consistent with the application~~,~~ and is prepared to operate the business with in compliance with this Code and any other applicable law, rule~~,~~ or regulation. The city manager or designee will deny any application that does not meet the requirements of this ~~article~~Chapter or any other applicable law, rule~~,~~ or regulation or that contains any false or incomplete information.

Sec. 7-7. - Violations and penalties.

Any person who is found to be in violation of this article shall be responsible for a misdemeanor and shall be subject to a fine of up to 90 days in jail and/or not more than $500.00.

Sec. 7-8. - Conditions necessary.

No permit~~license to contact a medical marijuana dispensary or medical marijuana growing/manufacturing facility~~ shall be issued under this Chapter unless the city confirms the proposed ~~medical m~~Marijuana ~~f~~Facility complies with all of the following minimum requirements:

(1) All provisions of the city building, fire, electrical~~,~~ and health codes have been fulfilled.

(2) All relevant provisions of ~~section~~ Chapter 122~~-814 for medical marijuana dispensaries and section 122-815 for medical marijuana growing/manufacturing facilities~~ of this Code have been fulfilled.

(3) The applicant and operator shall not have any felony convictions.

(4) The applicant or business has no outstanding back taxes, fines, fees, or liens owed to the city.

(5) A business license has been obtained from the city assessor.

Sec. 7-9. - Non-renewal or revocation.

The city manager may choose to not renew or revoke a ~~license~~permit based on any of the following:

(1) A failure to meet the conditions or maintain compliance with the standards established by this Chapter~~division~~ in reference to applications for a new ~~license~~permit or the renewal of an existing ~~license~~permit;

(2) One or more violations of any city ordinance on the premises;

(3) Maintenance of a nuisance on the premises;

(4) A demonstrated history of excessive calls for public safety (police, fire, and EMS) originating from the premises, being three or more calls in any 30-day period; or

(5) Nonpayment of real and/or personal property taxes, fines, fees~~,~~ or liens owed to the city.

Sec. 7-10. - Appeal process.

If an applicant or ~~licensee~~permitted Marihuana Facility chooses to appeal denial of a ~~license~~permit or revocation of a ~~license~~permit, they ~~applicant or licensee~~ can enter in a written appeal to the clerk's office using a city generated form including the appellant’s signature, the requirement or decision from which the appeal is made, and shall state the specific grounds on which the appeal is based. The applicable fee shall be submitted with the notice of the appeal; such fee shall be nonrefundable. Appeals shall be filed within 30 days of the decision in question. City council shall consider the appeal within 30 days of receipt of the appeal.

Sec. 7-11 – General provisions.

(1) The provisions of this Chapter apply to all Marihuana Facilities, whether operated for profit or not for profit.

(2) The permit requirements in this Chapter are in addition to any other requirements imposed by any other state or local law, including but not limited to state or local laws applicable to commercial entities performing functions similar to the functions by Marijuana Facilities.

(3) This Chapter does not pertain to medical marijuana home occupations under the MMMA or Chapter 122 of this Code.

(4) A permit issued under this Chapter is valid only for the location of the Marihuana Facility and type of Marihuana Facility that is listed on the permit application and is valid only for the operation of the permitted Marihuana Facility at that location by the permit applicant.

(5) A permit issued under this Chapter is valid only if the permit holder also holds a valid current State Operating License and a copy of the valid current license and application for license has been provided to the city clerk by the license holder and is in compliance with all other requirements of this Chapter.

(6) The revocation, suspension, and placement of restrictions by the state on a State Operating License apply equally to a permit issued by the city.

(7) For the purposes of application of zoning requirements to facilities permitted under this Chapter, the provisions relating to Medical Marijuana Dispensaries (as defined by Chapter 122 of this Code) apply to Provisioning Centers and the provisions relating to Medical Marijuana Growing/Manufacturing Facilities (as defined by Chapter 122 of this Code) relate to Growers and Processors. The corresponding standards and requirements for the relevant Marihuana Facilities as provided in Chapter 122 of this Code are adopted in this Chapter as if fully stated herein.

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

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

4. Savings Clause. The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

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

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

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

____
Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. _________was published according to Section 11.13 of the City Charter on the _________ day of _______________, 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: ______________________________

Resolution No. 2017-258
November 14, 2014

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the public hearing on an ordinance entitled "An ordinance to amend Chapter 7 "Medical Marijuana" of the Code of Ordinances of the City of Ypsilanti" be officially closed.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

Resolution No. 2017- 245
November 13, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2017-246, approving minutes of October 3, and October 10, and October 17, 2017.

2. Resolution No. 2017- 247, authorizing the City Treasurer to levy and assess unpaid bills and special assessments on the December 2017 tax roll.

3. Resolution No. 2017-248, approving proposal for design engineering services with Orchard, Hiltz & McCliment (OHM) at a lump sum of $26,750.00.

4. Resolution No. 2017- 249, approving NEZ certificate for 406 S. Hamilton Street.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

Resolution No. 2017-246
November 13, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of October 3rd, October 10th, and October 17th, 2017 be approved.

OFFERED BY: ____

SUPPORTED BY:____

YES: NO: ABSENT: VOTE:

Draft

CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, OCTOBER 3, 2017
7:00 p.m.

I. CALL TO ORDER –

The meeting was called to order at 7:07 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 –

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

Council Member Vogt moved to remove Resolution No. 2017-221, "Minutes" from the Consent Agenda.

Council Member Richardson moved to add Resolution No. 2017-229, "authorizing the City Manager and City Attorney to circulate a Request for Proposals for an independent law firm to investigate China trip"

Council Member Bashert moved to removed Resolution No. 2017-222, "appointment of Board and Commissions" from the Consent Agenda.

Council Member Murdock moved to move Section XVI, "Communications from the City Manager", following Section VIII, "Remarks by the Mayor".

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 Attorney John Barr, Deputy City Clerk Andrew Hellenga, Community Development Manager Joe Meyers, Assistant City Attorney Dan DuChene, Washtenaw County Commissioner Ricky Jefferson, and DPS Director Stan Kirton.

VII. AUDIENCE PARTICIPATION –

1. Van Loggins, 115 Hawkins, thanked the city for installing speed limit signs on Hawkins but it will mean nothing without enforcement.

2. John Lusk, 1111 W. Clark, he took issue with the company awarded the contract for the study regarding Pen Dam was the company that wrote the contract.

3. Mariah Zeisberg, 1220 Sherman, stated the International Village will certainly lead to gentrification. She moved to Ypsilanti because of its diversity and the sense of engagement of the community. The millage created a cushion for the financial burden of the city and time should be taken to ensure to secure the right development.

4. Shane McPharland, 12 N. Wallace, stated he is against the International Village development and is concerned for the renters of the city. He also takes issue with the EB-5 funding mechanism for the development because it provides visas for wealthy individuals while poor immigrants are deported.

5. Brian Attley, 6180 First St., Superior Township, stated the study is needed for the Pen Dam and the Friends of Pen Dam would like to be an asset for that study. The study should be more comprehensive than outlined and should be unbiased.

6. Luke May, 211 N Washington, understood why many are speaking out against the International Village development.

7. Reza Rajabi, 110 N. Summit, stated his properties will be foreclosed in February if he is not able to generate income from his rentals. Staff will not remove the water bond on his property in order for him to get a certificate of occupancy and was told it was for the safety of residents. He took issue that the problems with his property are safety hazards.

8. Keiser Soze, 430 Emmet, stated the City did its residents a favor when it purchased Water Street. Most brownfields are not in city control and will have little say what can be developed. However, Ypsilanti has that ability and should wait for a development that fits this city.

9. Alex Husted, 430 S. Adams, stated just because International Village units are affordable in China does not mean they will be affordable in China. She takes issue with the remediation efforts because it will simply move contaminated soil to another location and affect the residents of that site. Also, the financing of the recent trip to China for four city officials seems suspect.

10. Isaac Levine, 600 S. Hamilton, stated the recent trip city officials took was unethical and illegal.

11. Katie Clark, 430 S. Adams #2, stated she is very disappointed with city officials and does not understand how a student organization would have the funds available to finance this trip. She also does not understand how two Council Members abstained in a vote that important to the community.

12. Quinn Phillips, 414 Emmet, stated the trip is both unethical and illegal. It appears the trip was nothing more than a bribe to pass the purchase agreement.

13. Kyle Hunter, 109 Ferris, stated because of recent information regarding the financing of the city officials trip to China it is clear the city should kill this development.

14. Amber Fellows, 300 Jarvis, urged Council to vote to set aside the approval of the purchase agreement. She has received nothing but obstruction when trying to make this process more transparent, and now has realized the corruption revolving this development.

15. Lisa Voelker, 117 Pearl St., concerned about the International Village development and how the trip to China was funded.

16. Ashley Fox, 905 Pleasant Dr., voiced conditional support for the International Village development depending on how the development agreement is negotiated. He hopes no ethics violations were committed and this does not result in scandal. However, it is not in the best interest of the city to leave Water Street vacant.

17. Anne Brown, 2125 Collegewood, stated Friends of Penn Park have a vested interest in the dam. She asked for the group to be a part of the process and asked for accountable development.

18. Erica Mooney stated if a group has existed for years in a city, such as Friends of Penn Park, they should be a part of a process that will effect something they have a vested interest in. The city needs to have a community benefits agreement and ordinance. Simply because a person is against one thing does not mean they will be against everything.

19. Lee Tooson, 107 Middle, stated if Council did not know about the funding of the trip they should be ashamed. The City Attorney advised city officials to not go on this trip and they should have taken that advice.

20. Devan Leatherman, 300 Jarvis, stated he has no faith in Council; both members of Ward 3 abstained to vote on the purchase agreement and essentially Ward 2 voted for a development in Ward 1.

21. Ka'Ron Gaines, 833 Armstrong, stated leaders are supposed to represent the people. This is not an issue of black and white this is a people issue and Council should have empathy.

22. Heather Charles, N. Washington, stated servants of the public should not follow their own course, they should follow that of the community. She added this entire process lacked transparency.

23. James Greggs stated he grew up in low income neighborhoods and providing the youth in those neighborhoods with positive activities can assist in keeping them out of trouble.

24. Emory (no last name) stated the EB-5 system has more to do with wealth than diversity. He echoed the China trip was a bribe for city officials.

25. Julia Bayha stated she lived with gentrification all her life and the International Village is wrong for this community.

26. Audience Member stated the fact the leadership of this city did not do its due diligence regarding the city officials trip to China is an issue.

VIII. **<u>REMARKS BY THE MAYOR</u>** –

- Council Member Richardson stated she has spoken with DPS Director Stan Kirton about installing "Children at Play' signs on Hawkins St.

  Mr. Loggins thanked Council Member Richardson but said enforcement is necessary in order for the problem to be solved.

- Council Member Bashert stated many comments and questions regarding city officials trip to China will be discussed later on the agenda. She will hold her comments until that point in the meeting.

IX. **<u>COMMUNICATIONS FROM THE CITY MANAGER</u>** –

<u>Nomination</u>

Administrative Hearings Bureau Officer

Jack Gilbreath

- He will be in San Antonio from October 20th through October 27th for the City Managers Annual Conference.

- As Council is aware information from a Metro Times reporter regarding the possibility the city officials trip to China might have been funded by the developer. The article sites an unnamed individual from the Wayne State Chinese Students and Scholars Association (CSSA) as saying CSSA received the funding from International Village. The city takes these allegations seriously and he has asked the Attorney's Office to perform an ethics review when the trip was first offered, and direction was given to city staff based on that opinion. Since these allegations have been made he requested the City Attorney's Office to investigate. After initial investigation the City Attorney recommends an outside counsel perform an independent investigation, which he agrees.

- He has attended two meetings this past month regarding the rail platform project in Depot Town. The first meeting was with the AAATA CEO Matt Carpenter at which the authority offered assistance in project coordination even though the AAATA cannot commit any funds at this time. The seconded meeting was with State Representative Ronnie Peterson, County Commissioners Jefferson and Smith, Vickie Reume of EMU, and Amtrak and MDOT officials. Amtrak completed an analysis that should a need for a train stop in Ypsilanti, which would include up to six stops a day. It is also possible Ypsilanti could receive dedicated Amtrak bus services to the Toledo station for travel to the east coast. The city would need to perform an alternatives analysis, environmental review, and facilities design and construction. The city will need to be aware of proposed double tracks in its design.

- He and Council Member Bashert attended the Medical Marijuana workshop in Novi and was pleased to find the information heard there has already been provided to the city.

- He is working with the Fiscal Services Director Uy to review the adequacy of the current financial software.
- The city is undertaking a services technology review because the County is looking to discontinue IT services to Ypsilanti after June 30, 2018. He will return to Council for the approval of a comprehensive IT audit.

— The city is in the process with establishing email addresses for all board members and commissioners.

Council Member Murdock stated he spoke with some of the attendees of the train platform meeting. Those individuals raised concerns with designs not being available and in his memory OHM Engineering had already completed that design. He was troubled to find that OHM was not involved in this project, and they have not been since the previous City Manager left the city. The OHM designs are a good source of information and asked if the City Manager is aware of that design. Mr. McClary responded in the affirmative, but the discussion has not gotten to the stage of reviewing designs. Mayor Edmonds recommending including Congresswoman Dingell and Senator Peters in discussions. Mr. Murdock responded he believes they are already involved.

X. <u>PUBLIC HEARING</u> –

Easement Agreement with Michigan Advocacy Program on 15 S. Washington.

A. Resolution No. 2017-218, determination.

RESOLUTION APPROVING EASEMENT AGREEMENT WITH MICHIGAN ADVOCACY PROGRAM

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that: the certain easement agreement with the Michigan Advocacy Program, a Michigan non-profit corporation, copy attached, is hereby approved and the mayor and city clerk are authorized to sign the same, subject to the approval of the city attorney.

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

Community Development Manager Joe Meyers this location is at the former Smith's Furniture and the request is for a twenty foot easement to install windows.

B. Open public hearing

1. Adam Gainsley, 409 N. Adams, asked how rents would work for both non-profit and for profit tenants of that building, and how that will affect city tax revenue.

C. Resolution No. 2017-219, close public hearing

That the public hearing for easement agreement with the Michigan Advocacy Program, a Michigan non-profit corporation be officially closed.

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

Mr. Meyers responded the city is still working with the Assessing Department to calculate tax revenue. Council Member Bashert asked if Michigan Advocacy has voiced any concerns about that particular question. Michigan Advocacy Representative Bob Gillett responded there has been a fair amount of conversation about this issue and are not fighting taxes, nut do see for their particular use it would be tax free.

Council Member Robb asked why the proposed easement is for twenty feet. Mr. Meyers responded that was the request of Michigan Legal Services in order to remove the risk of any future construction impeding light into the building. Mr. Robb stated twenty feet seems arbitrary and asked why ten feet would not be sufficient. His concern is only related to the northern side of the building because it is valuable real estate. He asked if the city will lose the eleven parking spaces until 2020 at the conclusion of construction. Mr. Meyers responded that parking will be able to be used, and explained the easement will only keep new construction from occurring in perpetuity. Mr. Robb asked why this easement cannot be reviewed in twenty-five years rather than in perpetuity. Mr. Meyers responded the Building Official informed staff an easement was one way the installation of the windows could be approved. Mr. DuChene stated an easement is recording against the property and are easily tracked. Council Member Richardson agreed with Council Member Robb the easement should be able to be reviewed. Mr. Meyers reiterated easements run with the land instead of a set number of years.

Council Member Murdock asked if the Building Official recommended ten feet why not set the easement at ten feet. Mr. Meyers responded this was the request of the developer, but it is up to Council.

Mayor Edmonds stated it makes sense to have a twenty foot easement on the east side, and said it is a reasonable request to get this property back on line.

Council Member Bashert stated a twenty foot easement is a reasonable request and does not find it comfortable to drive through a ten foot alley.

Mr. Meyers stated the purchaser has placed restrictions on how the property can be used and if in five years the project is not complete the easement will be returned to the city.

Council Member Murdock asked if the easement on the north side was reduced to ten feet would that make a difference. Mr. Gillette responded it would not cause the developer to cease the project, but twenty feet is preferred. Mr. Murdock does not see the reduced easement being an issue anytime soon but will provide for a possibility for infill development. On a voice vote, the motion carried, and the public hearing was closed.

> **Council Member Murdock moved, seconded by Council Member Robb to reduce the easement on the north side from twenty feet to ten feet.**

Council Member Robb stated Ypsilanti refers to itself as an urban community and in an urban community buildings are close to each other, and buildings in the city have windows on sides with six foot alleys. He believes ten feet is an excellent compromise and it will not derail the project.

On a roll call, the vote to amend Resolution No. 2017-218 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

On a roll call, the vote to approve Resolution No. 2017-218 as amended 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

XI. <u>CONSENT AGENDA</u> – Resolution No. 2017-220

1. ~~Resolution No. 2017–221, approving minutes of September 18, 2017 and September 19, 2017.~~ **(Moved and heard during Section XI)**

2. ~~Resolution No. 2017-222, approving nominations to Boards and Commissions.~~ **(Moved and heard during Section XI)**

3. Resolution No. 2017-223, approving the contract award to Saladino Construction for the 2017 ramp program.

   RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

   Whereas, bids were duly advertised for The Sidewalk Ramp Replacement Program; and

   Whereas, six (6) bid was publicly opened on Thursday, September 21, 2017 at 2:00 p.m. and reviewed for compliance with bidding qualifications and project specifications; and

   WHEREAS, the bid submitted by Saladino Construction Co., Inc., 3303 N. Territorial Road, Ann Arbor, MI 48106, best meets the project specifications and qualifications and is in the best interests of the City; and

   WHEREAS, Metro Act Funds have been allocated for the 2017 Ramp Program;

   Now Therefore Be It Resolved That the City awards the bid to Saladino Construction Co., Inc. in the amount of $59,000.00 for the construction of ADA sidewalk ramps throughout the City during the 2017 -2018 construction seasons; and

   THAT the Mayor and City Clerk are authorized to sign the necessary contract documents, subject to approval by the City Attorney, to facilitate the completion of this work.

   FURTHER, that the City Manager is authorized to sign change orders for additional ramp repairs subject to the approval by the City Attorney.

4. Resolution No. 2017- 224, approving the bid award to Parks Installation & Excavating to Install UST fuel tanks at Fire Station.

   RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

   WHEREAS, Funds have been programmed in the 2017-18 FY-Budget; and

   WHEREAS, bids were duly solicited by direct mail; and

WHEREAS, three bids were received and opened ranging from $160,000.00 to 239,961.00; and

WHEREAS, Staff recommends accepting the bid submitted by Parks Installation & Excavating Inc. for the amount of $160,000.00; and

WHEREAS, the construction cost for this project will be expended from account number 101-7-2650-818-04 in the FY 2017-18 budget; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the proposal submitted by Parks Installation & Excavating Inc.in the amount of $160,000.00; and

THAT the Mayor and City Clerk are authorized to sign this contract, subject to review and approval by the City Attorney; and

THAT the City Manager is authorized to sign any change orders that may be needed to maintain the project's schedule, subject to review and approval by the City Attorney.

5. Resolution No. 2017-225, rescinding Resolution No. 2017-098 and approving New Class C License with a Dance/Entertainment permit for DJ Jefferies Management LLC.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, David Jeffries, owner of DJ Jeffries Management LLC, has applied to the Ypsilanti Downtown Development Authority, City of Ypsilanti and Michigan Liquor Control Commission requesting the following:

Approval of a New Class C license with a Dance/Entertainment permit, A New Class C license, as defined by MCL 436.1521(a)(1)(b), is a place licensed to sell, at retail, beer, wine, mixed spirit drink, and spirits for consumption on the premises, at 206 W. Michigan Ave, Ypsilanti, MI 48197, Washtenaw County; and

WHEREAS, a public hearing to consider the application to New Class C for DJ Jeffries LLC was duly noticed and held on May 4, 2107

NOW, THEREFORE, BE IT RESOLVED THAT the request of David Jeffries owner of DJ Jefferies Management LLC for the property located at 206 W. Michigan be approved.

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

On a roll call, the vote to approve Resolution No. 2017-220 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

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

1. Resolution No. 2017-226, approving Ordinance No. 1294 to rezone 75 Catherine from Core Neighborhood to Production, Manufacturing & Distribution. **(Second Reading)**

   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 on Second and Final Reading.

OFFERED BY: Council Member Richardson
SECONDED BY: Council Member Bashert

Council Member Bashert stated the inception of the new medical marijuana laws will allow grow facilities to be larger, and asked if the rezoning will allow for that. Mr. Meyers responded the rezoning is in response to the new law and will allow them to continue to conduct business. Mayor Edmonds asked if the parcel that houses this business allows for room to expand. Mr. Meyers responded in the affirmative, nut is uncertain if they have plans to expand. Council Member Robb interjected Council would have to adopt changes to the ordinances governing medical marijuana in order for this business to expand.

On a roll call, the vote to approve Resolution No. 2017-226 was as follows:

Mayor Pro-Tem Brown	Absent	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: 6 NO: 0 ABSENT: 1 (Brown) VOTE: Carried

2. Resolution No. 2017-227, approving cooperative agreement between Huron Watershed Council and the City of Ypsilanti for Peninsular Dam Removal Study.

   RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

   WHEREAS, the City of Ypsilanti owns the Peninsular Dam crossing the Huron River and adjacent to Peninsular Park; and

   WHEREAS, the Michigan Department of Environmental Quality (MDEQ) has informed the city that a plan for necessary repairs to the dam must be submitted in the near future

and that repairs must be completed within a certain amount of time if the city opts to restore the dam; and

WHEREAS, a <u>Dam Condition Assessment Report for the Peninsular Dam</u> was completed in September 2014 by the city's engineers, OHM Advisors, identifying the deficiencies of the dam and estimating the costs to make necessary repairs to the dam at $659,000; and

WHEREAS, the Ypsilanti city council desires to partner with the Huron River Watershed Council (HRWC) to study the feasibility and cost effectiveness of removing the Peninsular Dam, together with the associated environmental, financial, logistical, legal, and recreational impacts of removal, including such impacts on affected adjacent properties; and

WHEREAS, the city council intends to use the results of the dam removal study and the results of the 2014 dam condition assessment report to assist the council in making an informed determination as to whether restoration of the dam or its removal is most beneficial to the community;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the Ypsilanti city council does hereby approve the Cooperative Agreement for Peninsular Dam Removal Study between the City of Ypsilanti and the Huron River Watershed Council as presented at a cost to the city not to exceed $20,000.00 and to authorize the City Manager to execute the agreement on behalf of the city after approval of the agreement by the City Attorney as to form; and

BE IT FURTHER RESOLVED that the city council hereby directs administration to cause to have a detailed scope of work for the study prepared and presented to the city council for review, public input, and approval, with work on the study to commence only after the scope of work is approved by the council.

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

Mr. McClary provided an overview of the request of staff and an explanation of the agreement. He said he is not opposed to postponing this resolution until the October 17th meeting.

Mayor Edmonds stated her concern with this is item is around the public process and would rather wait to vote until a draft of the scope of work can be presented to Council. She would also like to include Friends of Penn Park in a formal way as requested. She asked why the city is not the entity that is engaging the contract with the Huron River Watershed Council. Mr. McClary responded because the level of the HRWC's expertise.

Council Member Bashert asked when the city received a request from the Friends of Penn Park to be a part of the cooperative agreement. Mr. McClary responded when he met with them Friday, September 29th he was informed they wanted to be partners in the agreement and might have funding available to participate as a partner. Ms. Bashert was frustrated that request is only being relayed to Council at this meeting causing another reason to delay. She is frustrated it has taken this long to get this far and is conscious of those who live on the river wanting to have this resolved.

Council Member Richardson stated she is not opposed to postponing this vote but is concerned the contract was created by Princeton Hydro and are being awarded the contract. These concerns are the same she had prior to the city switching its workers compensation insurance provider.

Council Member Murdock stated the reason why the HRWC approached the city is several dams were set to be removed and Ypsilanti was going to be added to reduce cost of the removal. He shared Council Member Bashert's frustration with the length of this process. This arrangement was approved in April which should have allowed ample time to have input from the residents. Initially his plan was to table this item because he does not agree with separating the three items; the memorandum of understanding, financing, and the scope of work of the study. He would prefer to vote for all three aspects of this study.

Council Member Murdock moved, seconded by Mayor Pro-Tem Brown to postpone Resolution No. 2017-227.

Council Member Bashert asked if the motion to postpone includes this being brought back with all three items as previously stated. Council Member Murdock responded in the affirmative.

Council Member Bashert asked what the timeframe is to execute the study. HRWC Executive Director Laura Rubin responded the study will take three months but winter weather might impede its completion within the timeframe. Ms. Bashert asked if the study begins at the end of October it might not be completed until the spring. Ms. Rubin responded it might not be complete but samples would have begun to be taken. Ms. Bashert asked for an opinion on Friends of Penn Park being part of the agreement. Ms. Rubin responded she isn't against it, and is happy to have more people involved, but she doesn't know what it would mean legally.

Council Member Vogt asked that all of Mr. Lusk's concerns be discussed with staff prior to that meeting and provide that information to Council.
Council Member Bashert asked if this is tabled can the Attorney's Office provide legal opinion of what it would mean to include Friends of Penn Park in the agreement. City Attorney John Barr responded Friends groups support an organization but do not have a vote in what that organization does. He cautioned about bringing a partner in without the assets or vote. He could bless a contract between the city and the Friends of Penn Park but City Council should be careful about giving its power away. Council Member Richardson asked if they are a part of the conversation, without voting right, do they have any authority. Mr. Barr responded he does not recommend Friends of Penn Park sign the agreement, but it would be appropriate they provide input. Mayor Edmonds stated the Friends group also provides another opportunity for financing. Ms. Bashert responded funds can mean many different things, and this is a big project.

Council Member Murdock offered a friendly amendment that this be postponed no later than the first meeting in November.

Mayor Pro-Tem Brown agreed with the friendly amendment.

Council Member Bashert asked if the next meeting would include the three areas of concern; financing, MOU, and scope of the study. Council Member Murdock responded in the affirmative. Mayor Edmonds stated for Council to approve that it would require a public hearing. Mr. Murdock responded the City Manager has already said a public hearing is scheduled for the October 17th meeting. Mr. McClary stated it would be difficult to have everything completed by the October 17th meeting. Mr. Murdock replied a public hearing is already scheduled for the October 17th meeting with the plan to bring it to Council at the first meeting in November. Mr. McClary responded he placed this on the agenda for action tonight on the cooperative agreement. He believes staff can have everything prepared for the first meeting in November, and public hearings can be scheduled regarding the scope of work. Mr. Murdock asked if a general discussion has been scheduled regarding the scope of work, which could constitute a public hearing. Mr. McClary responded in the affirmative, but we will not have the cost analysis for the scope of work. Mr. Murdock understood, and the meeting following the October 17th meeting that information should be available. Mr. McClary responded if the city is going to provide adequate information for public input the time needed might go beyond the first meeting in November. Ms. Bashert responded the cost has already been provided and a loose description of scope of work, and is not sure why a public hearing cannot be scheduled. Mr. McClary responded on October 17th staff should be prepared to do that, but what he is hearing is the motion is to bring all three pieces at one time. A definitive cost cannot be calculated until a complete scope of work is identified.

Council Member Bashert asked if a budget has been completed. Ms. Rubin responded in the affirmative and it is available to the public. The scope of work could be presented at the next meeting and a budget range could be applied to varying scopes of work. If Friends of Penn Park is made apart of this process their input can be gathered prior to the October 17th meeting. However, it would be difficult to approve a final budget at that meeting.

Mayor Edmonds stated it seems Council is not comfortable with voting on this resolution. Mr. Murdock stated as proposed this process is endless.

Council Member Bashert stated she would like to hold a public hearing on the draft scope of work on the October 17th agenda and allow Friends of Penn Park time on that agenda to make a presentation. However, she is not open to Friends of Penn Park being a member of the cooperative agreement.

Council Member Murdock stated Council's agenda is to try and develop options for the Penn Dam. The focus of the Friends of Penn Park is not the dam. A member of the Friends of Penn Park interjected their interest is to ensure the study is done correctly.

On a roll call, the vote to postpone Resolution No. 2017-227 until the first meeting in November 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. Discussion regarding the development of a community benefit ordinance.

Mr. DuChene provided a synopsis of research he has completed regarding a community benefit ordinance.

Mayor Edmonds asked what other municipalities, beyond the Detroit ordinance, are engaged in this process. Mr. DuChene responded this process involving municipalities is relatively uncharted. The City of Detroit currently has an ordinance and there has been discussion in other communities regarding possible implementation around this state, but nothing has been developed as a result. Ms. Edmonds stated she would like to understand what communities, both in the state and outside, that have considered this. Mr. DuChene responded from his understanding there is very little information regarding municipalities creating legislation. Council Member Richardson stated community benefits agreements are not isolated, they are throughout the country with greater participation in the west. It is important to state this discussion is about a community benefit ordinance and not an agreement. If the city adopts a community benefits ordinance it provides a base to speak from rather than trying to negotiate. Ms. Edmonds asked that research be completed regarding enacted legislation.

Mayor Edmonds asked if Council adopts legislation how many properties would it apply to. Mr. DuChene responded it is dependent on the triggers established by Council.

Council Member Vogt read from the Council packet, "the double edged sword is the competing interests to ensuring the base elements are met, but also allowing flexibility to provide for unique developments that might present themselves and the creativity needed to handle these". In other words great care must be taken in developing an ordinance like this. Requirements should be very minimal, with much welcome public input, to avoid pushing away potential developers prior to having a chance to speak with them. Mr. DuChene responded the main reason to enact an ordinance is for it to act as a triggering mechanism, and what that triggers is in the detail.

Council Member Vogt stated the memo suggest Council should create a commission to engage the community with the developer. Mayor Edmonds added the ordinance would outline the process not the requirements.

Council Member Bashert stated a conversation needs to be had with the Community Development Department who in the past has expressed concern about adopting a community benefit ordinance. She added the city has several plans that outline goals of the city, which are not included in developments interested in the city. It is clear the information in those documents are not presented to potential developers and are unaware of what they include. She likes the idea of a board or commission, wither permanent or ad hoc, because the more the community can be involved is a benefit. Council Member Richardson stated the city needs to stop giving away its assets.

Mayor Edmonds asked if staff has seen any standards in measurement of impact, or analysis tool. Mr. DuChene responded in his interaction he does not recall an analysis tool in his research. His concern is drafting an ordinance in a way that could restrict the creativity of a development, but this is something the Attorney's Office will look into.

Council Member Robb stated Council and staff need to be careful about being fearful of a developer walking away because of restrictions. The city puts restrictions on developments all the time; such as site plans or storm water management. Council Member Vogt responded while he agrees, the majority of what was listed is universal across the state and the country. Adding greater restriction might drive a development to a competing community.

Council Member Richardson stated in her experience on Council she has witnessed Ypsilanti being on the cutting edge of policy, and this is another way to take that role. She is not afraid of bullies or ultimatums, thinks until the city is not afraid of those thing and begin to understand what is right for the city.

Mayor Pro-Tem Brown moved, seconded by Council Member Vogt to extend the meeting until 11:00 p.m.

On a voice vote, the motion carried, and the meeting was extended until 11:00 p.m.

Mayor Pro-Tem Brown agreed with Council Member Richardson that Ypsilanti is a trailblazer for many initiatives. Creating a community benefits ordinance would be a really great step for the city, and likes the recommendation to create an Ad hoc board so many voices can be heard for different developments. She supports moving forward with the creation of a community benefits ordinance.

Council Member Bashert asked if a sunset clause can be built into the ordinance to provide for an opportunity to strengthen or modify.

Council Member Richardson asked that appointments to an ad hoc board to review developments have an interest in that area. Mr. DuChene stated the ordinance can include guiding language on who should be appointed to these boards and have it be flexible on a case by case basis. Council Member Bashert stated if a board is used to review these matters its membership will be vital. Mr. DuChene added there will need to be a mechanism that will enforce the provisions of the CBA, but that will be laid out through negotiations. Council Member Murdock suggested the ad hoc boards should include representation from Council. Mr. DuChene responded he would need to review that because the Charter prohibits a Council Member sit on a board or commission. Mayor Edmonds stated an ad hoc committee is different than a board or commission, such as the Black Lives Matter Task Force. Mr. DuChene responded a committee is of the body, a board or commission is not.

4. Resolution No. 2017–221, approving minutes of September 18, 2017 and September 19, 2017.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of September 18, 2017 and September 19, 2017 be approved.

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

Council Member Vogt stated he would like a correction made to the minutes of September 19th on the tenth page, fourth paragraph. It currently reads "…the first viable project for Water Street…" that is not exactly what was said and was not his intent. He asked it read "… which may be the first viable project for Water Street…" He was not judging the viability of the project because that is not known. Council Member Richardson asked if this was taken directly for the recording. Deputy Clerk Hellenga responded in the affirmative.
Council Member Murdock pointed out several of the votes list Council Member Robb as absent.

Council Member Vogt moved, seconded by Mayor Pro-Tem Brown to add "which may be…" prior to "the first viable project".

Council Member Richardson asked if the rules of order allow minutes to be edited in this manner. Mr. Barr responded the minutes are the record of what Council intended to say and can be amended.

On a roll call, the vote to amend Resolution No. 2017-221 was as follows:

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

VOTE:

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

On a roll call, the vote to approve Resolution No. 2017-221 as amended 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

Mayor Edmonds recused herself and passed the gavel to Council Member Richardson.

Mayor Pro-Tem Brown recused herself.

5. Resolution No. 2017-229, authorizing the City Manager and City Attorney to circulate a Request for Proposals for an independent law firm to investigate China trip.

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

   Whereas the City has been in negotiation for the sale of Water Street land the development of the land, commonly referred to as International Village with developer Amy Foster, and

   Whereas Amy Foster at a public meeting volunteered to host City Council members and City staff to a trip to China to gain information on the matter, and

Whereas the Ypsilanti City Attorney provided an opinion that it would be unethical for City Council or staff to accept such a trip from the developer, and

Whereas, the Mayor, Mayor Pro-Tem, Economic Development Director and Police Chief recently went to China on a paid trip, and

Whereas, the source of the funding of the trip and other questions have been raised, and

Whereas, the questions are pertinent and of vital importance, and

Whereas, Ypsilanti City Council, by City Charter, Section 207 has the power to conduct investigations and subpoena and require the production of evidence, and

Whereas, Ypsilanti City Council desires that the circumstances surrounding the China trip be transparent and subject to scrutiny,

Now, Therefore, the Ypsilanti City Council authorizes and directs the Ypsilanti City Manager, with the help and aid of the Ypsilanti City Attorney, publicize a request for proposal for investigation among Michigan law firms, and select and hire an appropriate law firm to conduct a full and complete investigation of the China trip and to report to City Council with all convenient speed.

OFFERED BY: Council Member Bashert
SECONDED BY: Council Member Robb

Council Member Robb asked why the city needs to hire an outside firm. He asked what Council doesn't know about the financing of this trip. Council Member Bashert responded her understanding is funds never were received by the Wayne State student organization. Mr. Robb stated Council was provided an email that explains the Chinese Consulate to International Village to purchase the tickets, which as stated by the Attorney's Office in the May 23rd memo is unethical. He asked what more is needed to be investigated. Council Member Murdock agreed with Council Member Robb, but it is possible information was withheld, or not known at the time. However, it is clear funding for the trip was either a direct or indirect contribution from the developer. The question is how can this be resolved and what are the next steps, and he is not sure the investigation gets to that point, which would be a waste of time and money. Mr. Robb stated Council has subpoena power and there are four people Council should question. Council needs to understand if the four people that went on this trip paid for anything. He said the city does not have the information on what needs to be paid back and who needs to be paid back for this trip. The Attorney's Office needs to explain what needs to happen after this information is gathered, and if there was an ethical violation would that void the vote. Mr. Barr responded there are some facts that appear to be clear, and it is his opinion that it would be improper for staff to take money. There are a number of unanswered questions he would like to understand. Council needs to decide if it would like to do anything about this and if it does what it wants to do.

Council Member Bashert asked how much money was used to finance this trip. Mr. Barr responded he is not certain of an amount. Mr. McClary responded he believes it was between $16,200 and $16,800.

Council Member Richardson stated there are lots of questions Council does not have the answers, and given the interest of the community an independent investigation should be performed.

Council Member Vogt asked what would the scope of the investigation be, and what would the limit of cost for the investigation. There are many questions specific to the circumstances that are unknown he would like the answers to, and he does not think any decisions should be made based on hearsay. There is some narrowing down and defining what needs to be done in order to investigate effectively and efficiently. Council Member Richardson stated the Attorney's Office quoted the price around $5,000 to $6,000. Mr. Barr responded that is a ballpark figure but the amount can be limited in the Request for Proposals. Mr. Vogt responded setting that limit would focus the investigation on only what is essential, which is all that is needed. Council Member Robb asked what exactly does Council Member Vogt want to know. Mr. Vogt responded who are the students and what did they really say, who wrote the check, what is the opinion of the Chinese Consulate. Council Member Murdock asked if Council Member Vogt believes what has already told to Council. Mr. Vogt replied there are a lot of gaps, specifically what the Mayor and Mayor Pro-Tem know and when they knew it. There are unidentified people providing information which is all hearsay. Mr. Murdock asked if Council Member Vogt trusted the City Manager and the Economic Development Director. Mr. Vogt responded he does not trust sources until he has examined the information. Mr. Robb responded the City Manager and Economic Development Director are the sources. Mr. Vogt disagreed and said the contact at Wayne State and the Chinese government are the sources. Mr. Robb stated there is an email from Mr. McClary explaining a conversation he had with the Economic Development Director. Mr. Vogt stated he agrees an investigation needs to be completed be an appropriate party and needs to be focused on critical subjects of this investigation.

Council Member Bashert stated she is open to any process that can find a conclusion to this issue and repair some of the damage it caused. She is open to both hiring an outside firm, or Council completing the investigation. She is not certain an outside firm needs to be hired in order to subpoena people. Her concern is those who took the trip to China knew more about its funding than Council when they took that trip, which is extremely disturbing to the city. The community has a trust and credibility issue with Council and that must be repaired. She does not know it Council completes the investigation if the public will trust it was done properly. However, with time she does feel Council can rebuild that credibility.

Council Member Richardson stated she is not certain how Council could complete the investigation itself without outside assistance. Mr. Barr responded Council could complete the investigation through a hearings process. Generally, investigation such as this, Councils would not have the time or inclination for an investigation and an outside firm is hired. Once the investigation is completed Council can make a decision on what to do as a result of the findings.

Mr. McClary stated a comment was made that some city officials knew more about the trip than others. Council Member Bashert responded she made that comment but it is hearsay so she will not name names. Mr. McClary stated he has not heard those claims. Ms. Bashert stated if it is true it is very disturbing. Mr. McClary agreed. Council Member Murdock stated the City Manager's memo that referenced Community Development Director Beth Ernat. In that memo discussed finding out about the source of the funding, he asked if she was asked when she knew that information. Mr. McClary responded he did not. Mr. Murdock asked if the City Manager felt that information was important. Mr. McClary replied that information was available on Monday morning and when he spoke with Ms. Ernat she told him she would find out more information. He added when she spoke with her again she said funding was through a grant provided by the Chinese Consulate, paid to International Village, who was then supposed to pay it to CSSA. Ms. Bashert stated Council was not aware of that information. Mr. McClary replied no one was. Ms. Bashert responded Ms. Ernat was aware. Mr. McClary replied it is not known when Ms. Ernat became aware of funding. Ms. Bashert stated regardless of that it is extremely disturbing. Mr. McClary stated Council and staff need to be careful with what they say because it is not known when that knowledge was available. Mr. Murdock stated the city should not need an investigation to find out when Ms. Ernat became aware of the source of funding. Council Member Richardson disagreed. Council Member Robb responded Council can simply ask the Economic Development Director when she was aware of the source of the trip funding.

Council Member Richardson stated at this point it is clear there was little transparency regarding this trip. She would like an outside firm to investigate for full transparency through the investigation so it does not appear the city is trying to hide anything. The investigation could assist in removing any about the employees and Council Members who went on the trip. She added she needs to have more information in order to make a decision, and feels it would better Council's position with the residents of the city. Council Member Vogt agreed and said most of what he has seen has been speculation and hearsay, and does not feel he has enough information to make a decision. He said the investigation should be done professionally, however, it should focus on the core issue in order to keep down the cost. Council Member Bashert stated the International Village is one of the biggest decisions to ever come to Council, which has seen issues with transparency causing a decrease in credibility. She wants Council to regain that credibility and the best way to show the city it is credible is to do everything it can to find out exactly what happened.

Council Member Robb stated he does not believe any member of Council is against having an investigation. The differences of opinion are involving how that investigation is designed. His concern is the time it will take to hire outside counsel and complete the investigation. Council needs to decide what it wants to know and then decide on how to find that information, and if Council holds hearings itself they will be done in open meetings. He wants a timeline of the trip and its funding, which is simple and do not need an investigator to find that information. He asked when the investigation would begin if an outside firm is hired. Mr. Barr responded the Request for Proposals could be released tomorrow October 4th with authority given to the City Manager to approve of the contract, but this investigation could take time.
Council Member Richardson asked if Council has sufficient time to put into an investigation.

Council Member Murdock stated the information that is lacking can be gotten through the Economic Development Director. The staff members and elected officials can be asked to prepare a narrative and timeline of the planning of the trip and Council can move forward from there. Council Member Robb stated the RFP could be issued tonight but that does not mean Council cannot conduct its own investigation. Council Member Vogt stated Council could conduct a preliminary hearing that could help to narrow the questions. The critical information is when and what did the travelers know.

Council Member Richardson stated this shatters any trust she might have had in the developers.

Council Member Bashert, seconded by Council Member Vogt to extend the meeting until 1:00 a.m.

On a voice vote, the motion carried, and the meeting was extended. Council Member Richardson voted no.

Council Member Richardson stated information other than funding needs to be included on the timeline, and this investigation could determine whether the city should continue to do business with the International Village.

Council Member Vogt stated a special session could be scheduled and statements could be submitted to Council from the four travelers. Parallel to that an RFP could be released in order to contract special counsel.

Council Member Murdock stated if Council approves the resolution on the floor two clauses should be added; one directing the City Manager to provide Council with as much information available regarding timeline and source of the funding and secondly request the Mayor and Mayor Pro-Tem to provide the same information. Mr. McClary suggested rather than he collected this information it go through the City Attorney's Office because some of the communications would be from him. Mr. Murdock responded the reason he suggested the City Manager collect this information is because he is in charge.

Council Member Bashert asked if Council can schedule hearings for next Tuesday. Council Member Robb replied before a meeting is scheduled Council should develop the questions for the travelers to answer.

Council developed the following questions;

- *What was timeline, specific to how and by whom, city officials were put in touch with the Chinese Consulate?*
- *What is the timeline of the funding for the trip beginning with notification of availability to receiving funding?*
- *When and how the travel was booked, tickets purchased, and how were the travel vouchers provided to city officials?*
- *What was paid for by the grant and what was paid for by the travelers, conversations involving the four travelers, SPARK East, the Chinese Consulate, and anyone else included in discussions regarding funding?*
- *Why was the money never received by the Wayne State student group and when the travelers aware it hadn't?*
- *When did the travelers receive their visas?*
- *Documentation of receipts or communications regarding cash flow?*

Council Member Vogt stated he wants to be certain the questions asked will pin down the money trail. He also has questions regarding the grant, specifically why the city did not apply for the grant. Council Member Robb responded he believes the term "grant" was used but he does not believe that is what it was.

Council Member Bashert stated travel is common among governmental officials, and asked if there is a way this trip could have taken place without possible ethics violations. Mr. Barr responded in the affirmative, and explained a trip to China could be considered "due diligence". However, the issue is not with the trip itself, rather how it financed and represented. Ms. Bashert asked if it was publicly known that the Chinese Consulate was funding the trip would there be a possible ethics violation. Mr. Barr responded that question would be up to Council, but could be considered ethical.

On a roll call, the vote to approve Resolution No. 2017-229 was as follows:

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

VOTE:

YES: 5 NO: 0 ABSENT: 2 (Edmonds, Brown) VOTE: Carried

Council Member Vogt moved, seconded by Council Member Bashert to hold an investigative hearing be scheduled for October 10, 2017 at 7:00 p.m. and directing those that traveled to China and the City Manager submit, in writing, answers to the questions developed by Council no later than the close of business on Friday, October 6, 2017 to the City Attorney who will then forward written answers to City Council.

Council Member Robb asked if the meeting will only be held by the Council Members not under investigation. Council Member Richardson responded in the affirmative. Mr. Robb asked if the information will be distributed to the Council Members under investigation. Council Member Bashert responded the information would be subject to FOIA. Mr. Robb asked if Council would need to issue subpoenas for Tuesday. Mr. Barr responded the individuals do not have to be subpoenaed, but if Council wishes to do so it can. If Council subpoenas a witness and they do not appear Council may file an action with the circuit court and the court can than subpoena the witness. Council Member Richardson asked Council requests these individuals to appear for the hearing and they do not appear Council will still have the option to subpoena. Mr. Barr responded in the affirmative. Council Member Vogt stated for example Amy Foster of the International Village Development. Mr. Robb stated the scope of the October 10th hearing should only involve those representing the city.

Council Member Murdock asked if this motion only includes the four individuals that went on the trip. Council Member Robb asked how many others Council Member Murdock would like to investigate. Mr. Murdock responded at least the City Manager. Mr. Barr asked if the City Manager was being added to the motion.

On a roll call, the vote to approve Resolution No. 2017-229A was as follows:

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

VOTE:

YES: 5 NO: 0 ABSENT: 2 (Edmonds, Brown) VOTE: Carried

6. Resolution No. 2017-222, approving nominations to Boards and Commissions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

NAME	**BOARD**	**TERM EXPIRATION**
Amanda Marshall **413 S Hamilton** **Ypsilanti, MI 48197**	**Parks and Recreation Commission**	**October 3, 2020**

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

Council Member Bashert stated the Parks and Recreation Commission does not include many senior citizens. As she looked through the rosters of other boards and commission it became clear that demographic is underrepresented. She has nothing against this nomination but she represents the imbalance of people under forty serving on boards and commissions. The city is losing a lot of experience by not involving the senior citizens of this community.

Council Member Bashert moved, seconded by Council Member Murdock to table Resolution No. 2017-222.

On a roll call, the vote to table Resolution No. 2017-222 was as follows:

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

VOTE:

YES: 5 NO: 0 ABSENT: 1 (Edmonds, Brown) VOTE: Carried

XIII. LIAISON REPORTS –

A. SEMCOG Update - None
B. Washtenaw Area Transportation Study - None
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 - None

I. Economic Development Coordinating Committee – None

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

<u>Robb</u>

- The development agreement for the International Village Development will be coming to Council in two months. He requested staff performer their best estimation regarding the impact of adding 3,000 new residents to the city would have on city services. This would include all costs for employees including legacy.

  Council Member Bashert stated it takes time for police and fire to hire, and the process would need to begin earlier than completion of the development.

- There is every indication the International Village development will be requesting a brownfield TIF. He said the last Brownfield Plan is from 2013 and would like to know what amount that plan would include for 2020. Also, he would like to know how that plan would be funded and in what increments.

- He asked how the brownfield will play into any revenue the city expects to generate as a result of the development.

- If the development generates $9 million in revenue surely the city would begin to roll back the millage. He would like information on how a roll back would be designed.

  Council Member Murdock stated if the development creates $75 million in taxable value it would end the millage. Council Member Robb agreed. Mr. Murdock asked how to guarantee the assessed value. Mr. Robb stated he has no doubt the Spence Brothers and International Village have an idea of this information, which should be given to the Assessor.

<u>Vogt</u>

- Stated he will not be seeking reelection once his term expires. He is giving this information to allow for individuals interested in seeking office to prepare a campaign.

  Council Member Richardson thanked Council Member Vogt for the service he has given the city.

<u>Bashert</u>

- Appreciates the progress on the bump outs being installed at Summit and Congress. She stated it will be a big help in reducing driving speed along that stretch of road.

<u>Murdock</u>

- Asked when the Border to Border Trail will be open on Water Street.

  Mr. McClary responded the city was waiting for a final report from the Department of Environmental Quality. He will follow up with the Economic Development Director and will forward that information to Council.

- Asked for an update on the progress of the Thompson Block development.

- He asked for clarification of the appointment of Lisa Wozniack on the Huron River Watershed Council (HRWC).

Mr. McClary responded there is a question if the city is required to use the 2010 Census figures, or if it can use current pollution. If the city is required to use 2010 data it would only be allowed one council member. The HRWC needs to provide final clarification on what Census data should be used.

Richardson

- Inquired about the investigation, or vetting of the International Village developer and for all future developments. The city did not perform any background on the development and would like to have a system in place, and would like information on the International Village.

  Council Member Murdock asked if a vetting process has begun on the International Village. Mr. Barr stated he has asked Miller-Canfield to come back on board to investigate the International Village project. He explained Miller-Canfield has experience with the EB-5 program, which could be helpful.

- If the investigation of the China trip produces information regarding ethics violation what could terminate the purchase agreement with the International Village.

  Mr. Barr responded that would be possible. Council Member Bashert stated the purchase agreement is not binding. Mr. Barr stated the purchase agreement is subject to the development agreement, and in any agreement there is an implication of fair dealing and ethical conduct. If it turns out there were ethical violations on the trip they could trigger significant events that could occur as a result. Council Member Murdock stated if the city and the developer do not enter into a development agreement by December 31st the purchase agreement is void.

XV. COMMUNICATIONS FROM THE MAYOR –

None

~~XVI. COMMUNICATIONS FROM THE CITY MANAGER~~ – (Moved and Heard Following Section VII, "Remarks by Mayor")

~~Nomination~~

~~Administrative Hearings Bureau Officer~~

~~Jack Gilbreath~~

XVI. COMMUNICATIONS –

None

XVII. AUDIENCE PARTICIPATION –

1. Keiser Soze, 430 Emmet, thanked Council for investigating this issue. She is concerned there is discussion regarding the purchase agreement because the vote should not be valid because of a conflict of interest. She asked the vote to be recalled.

2. Sue Melke, 330 Chidester, stated she hopes Council will remember the loudest voices at these meetings do not necessarily represent the entire community.

3. Brett Zuener, Oak St, stated no one knows what the constituents of this city thinks about this development because an empirical survey has not been completed. Everything said here tonight is simply opinion not backed by any data. Stated Miller-Canfield does a lot of work in Ypsilanti but were also the Attorneys Office that wrote the fraudulent ACO for Flint and pressured the city to switch to Flint water. Glad the Council supports the development of a community benefits ordinance and the development agreement should be delayed in order to incorporate that ordinance.

4. Van Loggins, 115 Hawkins, stated he does not blame the Chinese Consulate or the developers. His question is why the city has to participate in it. If a person were to offer him a trip that could be questioned he would simply say no, the city needs to be ethical.

5. Heather Charles, Washington St., stated multiple triggers can be created for a CBOs, which would than dictate the appropriate CBA. CBAs should not be decisive to Council because it alleviates pressure to Council. She asked a community coalition be formed in order to develop a CBO.

6. Amy Shrodes, River St., asked why the Mayor is not here to make a statement regarding the China trip. It seems strange to be discussing a development agreement at the same time as an ethics investigation. It is very difficult to find any other development the International Village has been a part of with little digital footprint.

7. Ashley Taylor stated there is a huge disconnect between the community and what is happening in city government. It sounds like Council is corrupt.

8. Amber Fellows, Jarvis St., stated Council has not employed due diligence with this project, or this trip. She said the City Manager does not appear to be doing his job, and since neither the City Manager nor Council haven't been doing their due diligence, but the community has. The community has found that a second trip to China funded by Eastern Michigan University, and the Community Development Director has offered this trip to other city officials to get them on her side.

9. Reza Rajabi, 110 N. Summit, stated the Michigan Department of Transportation is performing work on Summit St. and have done a few things wrong. A sixty year old tree was removed and he was told the tree did not belong to him by the DPS Director. Sometimes city officials forget talking to taxpayers is part of their work. The road workers also washed the cement truck into the sewer.

10. Erica Mooney, River St., stated she is glad this is happening and echoed that a community coalition be formed to assist in developing the community benefits agreement.

XVIII. REMARKS FROM THE MAYOR –

XIX. ADJOURNMENT –

Resolution No. 2017-228, adjourning the City Council meeting.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

OFFERED BY: Council Member Vogt
SECONDED BY: Council Member Bashert

On a voice vote, the motion carried, and the meeting adjourned at 12:31 a.m.

Draft

CITY OF YPSILANTI
COUNCIL SPECIAL MEETING AGENDA
COUNCIL CHAMBERS - ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, OCTOBER 10, 2017
7:00 P.M.

I. CALL TO ORDER –

The meeting was called to order at 7:10 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 –

Council Member Richardson asked all to stand for a moment of silence.

IV. PLEDGE OF ALLEGIANCE –

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

V. INTRODUCTIONS –

None

VI. AGENDA APPROVAL –

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

Council Member Murdock moved, seconded by Council Member Robb to change the order of the hearings; City Manager first, Economic Development Director second, Police Chief third, Mayor Pro-Tem Brown fourth, and the Mayor fifth.

Council Member Bashert moved to add a section in which the Assistant City Attorney Dan DuChene would explain the rules of procedure for the hearings to Council.

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

VII. RULES OF PROCEDURE –

Assistant City Attorney Dan DuChene explained the rules of procedure to Council.

Mr. DuChene asked if the five individuals should be questioned individually, or at the same time. Council responded hearings should be held separately.

Mr. DuChene asked for the order of hearings be repeated for the record. Council Member Richardson responded the City Manager, Economic Development Director, the Chief of Police, Mayor Pro-Tem, and Mayor.

Mr. DuChene asked if Council would like to recall the individuals after they have been questioned. Council Member Vogt responded in the affirmative.

Mr. DuChene asked if the individuals should be allowed to provide a statement prior to questioning. Council responded in the affirmative. Mr. DuChene asked Council would like to set any restrictions on that statement. Council Member Murdock responded the statement should be a synopsis for what was provided. Mr. DuChene asked if a time limit should be imposed. Council Member Richardson stated the statement should not last longer than five minutes. Council Member Robb stated the chair should have the authority to end a statement if it runs too long. Council Member Vogt added statements should be no longer than three to five minutes.

Mr. DuChene asked Council if they would like to ask their own questions or determine them in advance. Council Member Murdock responded Council will ask their own questions.

Mr. DuChene asked if Council should ask questions one at a time, or at will. Council Member Robb responded on at a time. Council Member Murdock agreed.

Mr. DuChene asked if any limitations should be set on Council when asking questions. Council Member Bashert responded that should be left to the discretion of the chair. Council Member Murdock added Council should be allowed more than one question at a time. Ms. Bashert suggested allowing one round of each Council Member asking a question followed by a round of follow-up questions, and then questions at will. Council Member Robb stated he was thinking each Council Member is allowed five minutes for the initial question followed by a second round with a two minute limit. Council Member Vogt agreed.

Mr. DuChene asked Council should only be permitted to ask questions, or should they be allowed to make statements. He advised to limit hearings to questions. Council Member Vogt agreed, and said until the end of this process Council should not make statements.

Mr. DuChene asked if the hearings should be conducted with the individuals under oath. Council responded in the affirmative. Mr. DuChene asked the purpose to have questions answered under oath. Council Member Bashert responded if questions are not answered under oath the public might not trust the answers, while if they are under oath the message is Council does not trust its colleagues. Since it is a "lose" "lose" scenario it is best to have the questions answered under oath.

Mr. DuChene stated he will read the parameters just set by Council followed by a vote to approve said parameters.

Mr. DuChene stated the following; the individuals are to be questioned separately in the following order; City Manager Darwin McClary, Economic Development Director Beth Ernat, Police Chief Tony DeGiusti, Mayor Pro-Tem Nicole Brown, and Mayor Amanda Edmonds. Individuals be recalled after everyone has been questioned, individuals will be permitted to make a brief statement with its length be at the discretion of the chair, Council Members will ask their own questions and questions shall be asked one at a time with the first round being five minutes and the second being two minutes. Council Members will only ask questions during the hearings portion of the agenda and the individuals will answer questions under oath.

Council Member Robb moved, seconded by Council Member Bashert to approve the parameters of the hearing.

On a roll call, the vote to approve parameters of the hearings was as follows:

Council Member Robb	Yes
Council Member Murdock	Yes
Council Member Richardson	Yes
Council Member Bashert	Yes
Council Member Vogt	Yes

VOTE:

YES: 5 NO: 0 ABSENT: 0 VOTE: Carried

Mr. DuChene provided a synopsis of why the hearings are being held.

VIII. AUDIENCE PARTICIPATION –

1. Ralph Lange, 1232 Oak Tree Ct, Ohio, stated his daughter Melissa Lange has signed up in the second slot and has delegated her three minutes to him. He is here to support Economic Development Director Beth Ernat and Police Chief Tony DeGiusti, and allowing the International Village development to proceed to the point of a development agreement. He was the City Manager of Ypsilanti from 2012 to 2016 with a record of accomplishments. He supervised both Ms. Ernat and Chief DeGiusti and has been supervising economic development and police chiefs for some time. Ms. Ernat and Chief DeGiusti are among the best, if not the best, he has worked with through his career. The city has been attempting to find a developer for Water Street for ten years, with the only thing to show for it is Family Dollar. The revenue this development could create will not be known until a final agreement is proposed. If the Attorney's Office determines there was a violation he offered to pay the expense of Chief DeGiusti and Ms. Ernat's travel expenses himself.

2. Jerri Dodge stated she would like Council and community members to go through mediation. Evil people create situations like this in which accusations are made with defensive statements in response. This does not allow a chance for back and forth about this issue. For the past month she is not certain on what side she is on for this topic, and prefers to trust those with more experience to make that decision. She would like to see Ypsilanti become a more supportive community with a more supportive city council.

3. Katie Clark, 430 S. Adams, asked why the Mayor is not present while others under investigation are not. This implies that they do not care what the public has to say during public comment. It has been interesting to read emails and it seems the Community Development Director should be fired. There are a lot of inconsistencies found in the emails. She asked for this process to be taken seriously. The developers clearly do not take the ethics rules seriously and the city should not follow through with this development.

4. Amber Fellows, Jarvis, thanked the City Manager for raising the question of ethics and the City Attorney issuing a statement quickly regarding the ethical issue with accepting gifts from developer. The community is doing the work of Council and the City Attorney's Office because it does not trust they will complete investigation.

5. Dave Hiekinen, business owner 133 W. Michigan Ave, stated he has the greatest respect for Council and staff. He doesn't always agree with them but they are always open to conversation and he trusts them. He believes in the International Village development and others throughout this city that are in support of the development. He said it is very sad this hearing is being held because nobody took any money illegally, and this should have been fixed on the front end. The City should have financed this trip and its Council Members and staff should have been able to go to investigate the development. Stated it should not matter if the International Village Development should paid for the trip because they are a business partner of the city.

6. Lisa Volker stated page 115 and 116 of the emails appears that text has been removed. Regardless of the reasons it removed it raises red flags.

7. Nathanael Romero, W. Cross, stated he appreciates the City Manager stated the city holds itself to a higher standard than a business. He thanked the City Manager and City Attorney for bringing up this issue back in May. He finds it suspicious the developer transferred the funds. He said the Economic Development Director had the closest ties to the developer. He has questions about the Mayor receiving a message via her LinkedIn account which informed her Global Capital financed the trip.

8. Rae stated she lives in Ypsilanti because it is a small town. She asked that the City not be run like a business. Big development brings pollution which ruins the environment. The air, water, and food need to be put above everything else. There is incredible wildlife on Water Street and she asked once the debt is paid off can it be maintained as open space.

9. Quinn Phillips stated she has concerns about the inconsistencies in the emails included in the packet. The Mayor had a VPN so she would have had access to her emails. The emails indicate Ms. Ernat was aware of the trips funding earlier then she originally claimed. She asked for additional information regarding the trip and text messages. It bothers her the Mayor has so many that support her and she essentially lied to their faces.

10. Devan Leatherman, 300 Block of Jarvis, stated a appreciates this is a divisive issue but if there were more input sessions regarding this development were held much of this could have been avoided.

11. Mike Davis, 905 Grant St., stated he wants Council to think about the fact the community puts its trust in it with its vote. The most damaging part of the email is there seems to be a lack of decision making.

12. Deanna White, Ypsilanti Township, stated she has known Mayor Edmonds for eighteen years as a family friend. She has known very few people as honest, hardworking, transparent, smart, wise, and well intentioned. Her hope is that through this process truth and justice will prevail.

13. Julia Bayha, 401 Michigan Ave., stated she has invested her whole life to this area in people and causes. She read aloud from a document regarding the "Seven Generations" principle of the Iroquois Tribe. By approving the debt millage this city was trying to become more sustainable. This current development process is not sustainable.

14. Max, Ypsilanti Township, stated he has worked with Mayor Edmonds closely through the summer regarding youth civic engagement. He said Mayor Edmonds initially appeared to be a caring person who cares about the concerns of community youth. However, through what has been brought to light from this process that does not appear to be the case. This is a very serious issue and more should be done to help the people already in this community.

15. Emory stated the developers funded a vacation. He asked what type of Chinese culture the travelers were exposed to on this trip. The reason for the question is given the size of China it would be impossible to understand much of the culture in only a week. This was a vacation and it is clear that more compact working class neighborhoods were examined.

16. James Blair, 500 Block of 2nd St., stated since moving here he is glad to see the economic development that has occurred in his neighborhood. The downside to living in Ypsilanti is the high tax rate, and if this development is successful it should decrease taxes and lower the cost of living. Over 40% of the parcels in the city are non-profit, or tax exempt and without a development such as this the city will not be able to sustain these businesses. While there might have been unethical behavior most likely there was not illegal behavior, and the investigation will vet that one way or another.

17. Isaac Levgine stated Mayor Edmonds is funded by a real estate development. He pointed out differences between for the International Village and those against it. He is troubled by the fact that the Mayor, Mayor Pro-Tem, and Economic Development Director are not present. If they refuse to respond to questions they should be subpoenaed. He added the City Manager should not appoint the investigator.

18. Geneva Shariff, local school administrator, stated it is important to operate with a sense of integrity and root ourselves in facts and sense of maturity. It is important to investigate impropriety but it is also important to preserve the integrity of these individuals until they have been found guilty, or charges have been filed. As community members we will not always agree, but we need to respect ourselves and others.

19. Ka'Ron Gaines, 833 Armstrong, stated this situation would not have become what it has if questions were answered at the beginning of this process. He asked what would have happened if the Human Relations Commission had not passed a resolution requesting a special meeting be held regarding the International Village Development. It is scary to think what might have happened.

20. Veronica Irving, 1564 Billings Ln., stated her concern is the status of the visas and wants to understand why the visas were for tourism when the travelers were there on business.

21. Peyton, Commons, stated the land and relations should be used to build a public trust.

22. Tyrone Bridges, Ypsilanti Resident, stated he was a candidate for Mayor running against Mayor Edmonds and Council Member Murdock. This situation puts a black eye on the city. There is a lot of violence occurring in the city and the city and the township should be working together to solve these issues. He wants to hear from the Mayor and let the investigation go where it may.

23. Ezra Trombly stated Ypsilanti is a great community with most of us having everyone best interest in mind. The city should not be run like a business.

24. Audience Member stated it doesn't make sense to use the Water Street site for the International Village. The site should be used to benefit the community that is here. It seems the return from this development will low because of the tax breaks it would take for this development. The jobs created by this development will only be minimum wage service jobs.

IX. <u>REMARKS BY THE COUNCIL MEMBER</u> –

- Council Member Richardson thanked all those that spoke

X. <u>HEARINGS</u> –

- Investigative Hearings regarding financing of city officials trip to China.
  - Mayor Amanda Edmonds
  - Mayor Pro-Tem Nicole Brown
  - City Manager Darwin McClary
  - Economic Development Director Beth Ernat
  - Police Chief Tony DeGiusti

City Clerk Frances McMullan swore in City Manager Darwin McClary.

<u>Council Member Murdock</u>

Council Member Murdock asked if he had any involvement in the planning of the trip to China. Mr. McClary responded in the affirmative.

Council Member Murdock stated after the May meeting when the trip was initially discussed you asked for an opinion from the Attorney's Office. The Attorney's Office opinion was it would be an ethical violation if this trip would be funded by the developer. Mr. McClary responded in the affirmative.

Council Member Murdock asked if that was sent to Council and others directly involved. Mr. McClary responded that opinion was sent to department heads and the City Attorney asked that the City Clerk provide that to Council.

Council Member Murdock asked if the City Manager first learned that the Wayne State Chinese Student Scholars Association (CSSA) was going to fund the trip at the beginning of September. Mr. McClary responded in the affirmative.

Council Member Murdock asked if Mr. McClary asked Ms. Ernat if the CSSA was at all linked to the International Village. Mr. McClary responded in the affirmative.

Council Member Murdock asked what Ms. Ernat response was. Mr. McClary responded her response was there was no connection.

Council Member Murdock stated on September 9th, or shortly thereafter, Mr. McClary received emails from Ms. Ernat reiterating the offer of the student group to fund the trip, and the letter from CSSA offering funding and a request to get authorization from City Council, which was forwarded on September 11th. This was the first time Council was informed officially of the trip, who was going, and the student group was funding it. The letter from CSSA was dated September 7th but was not sent directly to the city, it was sent to Amy Foster who then forwarded it to Wayne Hoffman, Spence Brothers, who sent it to Ms. Ernat who in turn give it to the City Manager. He asked if the direct connection between the developer and the invitation from CSSA raise concerns given the City Attorney's opinion on funding. Mr. McClary clarified he did not see the emails that were sent on September 9th because at that time his husband was in the hospital. He explained he received a call from Ms. Ernat who read the email to him and asked for authorization to send it to Council which he gave.

Council Member Murdock asked if he was aware the letter passed through the developer, not directly to the city. Mr. McClary responded he was not.

Council Member Murdock asked when Mr. McClary received the written exchange did that raise concern. Mr. McClary responded he did not initially notice the bottom of the email that it came from the Spence Brothers.

Council Member Murdock stated the first the City Manager heard the Chinese Consulate was funding the trip was through a conversation with Amy Foster during the September 19th Council meeting. Mr. McClary responded no that is not when he first was told that information. Mr. Murdock asked when he was made aware. Mr. McClary responded when he received a phone call from the City Attorney who was contacted by Tom Perkins of the Metro Times soliciting a comment regarding the funding. Mr. Murdock stated Mayor Edmonds and Ms. Ernat's stated they were informed by the development team on September 19th. He asked if the City Manager was involved in that conversation. Mr. McClary responded no.

Council Member Murdock stated on September 25th the City Manager received an inquiry regarding the source of funding was from the Chinese Consulate through CSSA and informed Council. On September 27th the City Manager stated he was informed by Ms. Ernat that the funding was a grant from the Chinese Consulate and a check was given to the International Village Developers. The City Manager informed Ms. Ernat that the funding at the very least was inappropriate and the Chinese Consulate should have sent the funds directly to CSSA, or Wayne State University. The City Manager was then told statements would not come from either CSSA or the Chinese government, instead statements would be made through Wayne State University. He asked if a statement was ever received from Wayne State. Mr. McClary responded no.

Council Member Murdock asked why the City Manager did not seek City Council approval for the trip and its funding. Mr. McClary responded Council and he both received the same information regarding the trip. The letter from CSSA indicated they were a non-profit and the funding were scholarships and along with the information he had from Ms. Ernat he did not have concerns at that time. He knew that letter was given to City Council and he did not receive feedback from Council that it was something that should be placed on the next agenda.

Council Member Bashert

Council Member Bashert asked if when Ms. Ernat read the email chain to Mr. McClary while he was out of the office. Mr. McClary responded no.

Council Member Bashert asked what part of the email was read. Mr. McClary responded Ms. Ernat only read the email she wished to forward to Council.

Council Member Bashert asked if the City Manager had no knowledge of where that email originated at the time. Mr. McClary responded no. Ms. Bashert stated absent of any communication from the consulate was very striking. She asked if there was other communication from the consulate not included in the information provided. Mr. McClary responded he is not aware of any communication with the Chinese Consulate.

Council Member Bashert asked if Ms. Ernat ever informed the City Manager the entire content of the email chain. Mr. McClary responded no.

Council Member Bashert asked if the City Manager ever saw the check to pay for the trip. Mr. McClary responded not until it was included in this packet.

Council Member Bashert asked if that ever came to the city, or did it directly to the travel agency. Mr. McClary responded he does not have firsthand information, and cannot answer that question.

Council Member Bashert asked how the City Manager would describe his involvement in arranging the trip. Mr. McClary responded he had no involvement other than the information he received via Ms. Ernat, and discussions regarding that the developer could not fund the trip. He was aware Ms. Ernat was speaking with the MEDC, LDFA, and SPARK to secure funding for the trip. At one point he was told one of those organizations was going to fund the trip, and he was surprised to find out the CSSA would be funding the trip. He explained it was a surprise because he did not understand what the CSSA's interest was in Ypsilanti.

Council Member Bashert asked if Mr. McClary first learned of CSSA funding the trip verbally, or was it written. Mr. McClary responded it was a telephone call.

Council Member Bashert asked if there were any follow up questions regarding the CSSA funding the trip. Mr. McClary responded there was no conversation regarding the source of the funding. His assumption was that CSSA was providing the funding, however, at that time he did ask if CSSA had a connection to the International Village. He also asked Ms. Ernat why CSSA was offering funding, to which she indicated CSSA was interested in fostering a cultural exchange.

Council Member Bashert asked if Ms. Ernat offered any evidence, or verification the money did not come from the International Village. Mr. McClary responded Ms. Ernat only indicated there was no connection.

<u>Council Member Vogt</u>

Council Member Vogt asked what could have done better by staff, the Council Members that went on the trip, and the remainder of Council to avoid this situation. Mr. McClary responded when individuals face these situations they reflect back on what could have done to avoid this situation. He explained staff could have looked more deeply into the CSSA organization trying to acquire additional financial information, and checked their non-profit status. There are steps staff could have taken to verify what was claimed in the letter from CSSA.

Council Member Vogt asked if staff should have contacted the Chinese Consulate earlier. Mr. McClary responded at that point he was not aware the consulate was involved in the funding of the trip.

Council Member Vogt asked if Mr. McClary was aware of any facts that any city official knew, prior to the trip, the funding for the trip passed through the developer. Mr. McClary responded he has not seen anything that would indicate that any city official had knowledge prior to the trip.

Council Member Vogt asked if Mr. McClary had any information that a city official had an agreement, or understanding, with the developer to trade funding for the trip for either a vote, or decision on an International Village issue. Mr. McClary responded he does not have any such information.

Council Member Robb

Council Member Robb stated on September 27th Mr. McClary sent an email about being informed of additional information regarding funding. He asked if the emails about funding being passed through International Village prior to CSSA. Mr. McClary responded he was informed by Ms. Ernat, by phone on 9:31 a.m. on Tuesday, September 26th, that International Village had applied for a grant through the Chinese Consulate and that grant was awarded. He explained a check was cut to the International Village who would transfer that to the CSSA.

Council Member Robb stated since the story broke the Chinese Consulate has denied providing funding for this trip. He asked if the City Manager had contacted, or directed anyone from staff to make contact with Ms. Foster regarding this discrepancy. Mr. McClary responded he had not. He asked if he plans to, or have staff, contact Ms. Foster to better understand this discrepancy. Mr. McClary responded he does not because the Council is now involved in an investigation into this and it is better handled through that process.

Council Member Robb stated Council is updated through meetings, memos, and Council Information Letters. Through those communications Council is informed about revenue generated from various programs and other happenings in the city. In all of these opportunities to update Council information was never provided that visas had been applied for, why was Council not made aware. Mr. McClary responded he does not have an answer for that question.

Council Member Richardson

Council Member Richardson stated in the City Manager's memorandum provided to Council, and a part of this packet the phrase "to the best of my knowledge" was used consistently. She said she could understand why for some of the questions that was the case but now all. However, an email was sent concerning the legitimacy of the payment the City Manager's claim was he did not know. She stated as City Manager do you not see it is your responsibility to know what is going on, as much as possible. A City Manager's job is to take care of the city, and oversee staff so it bothers her when claims are made that he had no knowledge of certain aspects of this trip. She asked does Mr. McClary feel he should have known what was going on. Mr. McClary responded he does believe he should have been more aware of what was happening. He hopes the Council understands the limitations posed by the limited staff of the city, but he agrees he should have been better informed. Ms. Richardson stated the city's limited staff levels is all the more reason why the City Manager would want to know what is happening to avoid these situations.

City Clerk Frances McMullan swore in Economic Development Beth Ernat.

Council Member Robb

Council Member Robb stated based on the information given to Council disclosed to Council Ms. Ernat received a communication from the President of the CSSA offering to fund the trip. He asked was the CSSA asked how they became aware of the city's desire to travel. Ms. Ernat responded in the affirmative.

Council Member Robb asked what CSSA's response was to that question. Ms. Ernat responded the representative informed her he has aware of the city's desire to travel and his organization is dedicated to providing cultural exchange with China, and would be willing to provide scholarships for the trip. Mr. Robb stated his question was not answered, and asked again if Ms. Ernat asked how CSSA became aware of the city wanting to travel to China. Ms. Ernat responded she did not.

Council Member Robb asked if there are any written communications with the President of CSSA. Ms. Ernat responded no.

Council Member Robb asked if there was any further communication with the President of CSSA between when Ms. Ernat spoke with him at the end of August and when the scholarship letter was sent. Ms. Ernat responded in the affirmative, the CSSA asked her to review a letter. The letter was sent by text and was reviewed and was returned.

Council Member Robb asked if Ms. Ernat asked CSSA the source of the funding. Ms. Ernat responded she did not.

Council Member Robb stated Ms. Ernat said tickets were purchased on September 10th, but based on what was disclosed to Council tickets were purchased on September 5th. The award letter from CSSA was received on September 7th even though it was dated September 6th. Mr. Robb asked if it seemed strange the tickets were purchased prior to the award letter being sent. Ms. Ernat responded it is not to her knowledge the tickets were purchased on September 5th. Mr. Robb stated the information in the packet regarding the tickets was sent on the fifth. Ms. Ernat responded that was to review names, and spellings of those names, and dates. Mr. Robb stated that communication includes a reservation code.

Council Member Robb asked how it was learned the consulate funds had passed through the developer to the CSSA. Ms. Ernat responded while she was in China she received a text from the City Manager who directed her to discuss this with the development team. At that time she was informed consulates typically fund student organizations, which was the case.

Council Member Vogt

Council Member Vogt asked what should have Ms. Ernat done differently to prevent this situation. Ms. Ernat responded she believes that is an opinion question, and she would not like to get involved with personnel matters. However, a general answer would be to have received the funds from the LDFA.

Council Member Vogt asked if funding should have been examined more specifically. Ms. Ernat responded she would prefer to answer questions than provide opinions.

Council Member Vogt asked if Ms. Ernat had any agreement or understanding with anyone to exchange the trip with providing influence regarding the International Village Development. Ms. Ernat responded absolutely not. Mr. Vote asked if Ms. Ernat has any facts that someone else did so. Ms. Ernat responded no.

Council Member Bashert

Council Member Bashert asked for further explanation about conversations with the CSSA regarding the funding source. Ms. Bashert asked why Ms. Ernat did not ask where the CSSA received funding for the trip. Ms. Ernat responded that is not a typical practice for her. She clarified the city receives grants on a regular basis and she has not previously investigated funding sources for those grant. Ms. Bashert stated this is different because it involves an ethics issue related to both careers and projects. Ms. Ernat stated the student group is associated with Wayne State University, and under their Charter, which provided her the solace to trust in their organization. She assumed they were regulated by the university, which she believes are held to the same ethical standards as a municipality.

Council Member Bashert stated at the beginning of the trip it was her understanding the trip was funded by the student organization. She then heard it was really funded by the Chinese Consulate and there is no information in the packet regarding the consulate. She asked to Ms. Ernat's knowledge was the Chinese Consulate ever involved in funding the trip to China. Ms. Ernat responded she does not have direct knowledge of their involvement. Ms. Bashert asked from where the city gained the impression the trip was funded by the Chinese Consulate. Ms. Ernat replied from a discussion with the development team she was informed the consulate often funds student organizations and their activities.

Council Member Bashert asked for further explanation regarding the LDFA funding the trip to China. Ms. Ernat replied per her conversation with the MEDC traveling would be a soft cost of the LDFA, and therefore eligible under funding rules. Ms. Bashert asked why Ms. Ernat did not pursue that funding. Ms. Ernat replied in her opinion she saw using LDFA funds would still be using public funds to finance the trip. She felt an educational group would have been the better choice.

Council Member Bashert asked what concerns Ms. Ernat had about using public funds for the trip. Ms. Ernat responded there has been scrutiny over the use of public funds she felt it safer to use a separate funding source. Ms. Bashert responded that doesn't make much sense to her but she will move away from that line of questioning.

Council Member Bashert asked if Ms. Ernat had ever seen the check that was sent to the travel agency. Ms. Bashert responded in the affirmative. Ms. Bashert asked if Ms. Ernat had seen the check physically. Ms. Ernat responded no, she only received a copy of the check. Ms. Bashert asked when she received that copy. Ms. Ernat responded September 8th. Ms. Bashert stated it is a certified check and does not say who it is from, she asked if Ms. Ernat knew where the check came from at that time, and how was it delivered. Ms. Ernat responded she does not know how the check was delivered to the travel agency. Ms. Bashert asked if the check went to the travel agency without the city ever seeing it. Ms. Ernat responded in the affirmative, and she only received a copy of the check.

Council Member Murdock

Council Member Murdock stated the certified check was not from the student group. Ms. Ernat responded she is not aware of that. Mr. Murdock stated anyone with that money could have provided the check, and is not from the student account. Ms. Ernat stated the check that was provided lists the treasurer of the CSSA's name in the subject section. She added the check in the packet is not a clear copy, but there is an account number on the check. Mr. Murdock responded that was not clear in the copy of the check provided to Council.

Council Member Murdock stated Ms. Ernat claimed she first knew of the involvement of the Chinese Consulate from the development team the night of the September 19th Council meeting. The Mayor also said she was informed of that fact during the same meeting, and the City Manager said he was not informed until later. Mr. Murdock asked if that is the earliest she was made aware the trip was being funded by the Chinese Consulate. Ms. Ernat responded in the affirmative. Mr. Murdock stated she was made aware through a conversation with the developer. Ms. Ernat responded in the affirmative. Mr. Murdock stated Council was not informed of the possible connection until the travelers were already in China. Ms. Ernat responded in the affirmative.

Council Member Murdock asked if to Ms. Ernat's knowledge neither she, nor any other city official had direct contact with the Chinese Consulate regarding funding. Ms. Ernat responded she had no contact with the Chinese Consulate. Mr. Murdock stated the only discussion regarding the Chinese Consulate was with the developers. Ms. Ernat responded in the affirmative.

Council Member Murdock stated Council learned through information given by the City Manager that the developer received funding from the Chinese Consulate and was supposed to go to CSSA, but staff was not aware if it did. Ms. Ernat responded that is not her recollection of the conversation. She recalls International Village has had contact with the Chinese Consulate, which funds student groups. She is not aware of a specific check. Mr. Murdock stated he believes Ms. Ernat asked them to contact the Chinese Consulate, and asked what she was told about that conversation. Ms. Ernat responded that the Consulate would not be making any statements regarding the funding of student operations. Mr. Murdock asked if that raised concern. Ms. Ernat responded in the affirmative.

Council Member Murdock stated it seems the Chinese Consulate did not provide a grant to fund this trip, and the LinkedIn message sent to the Mayor states the funding came from Global Capital. He asked if this information changed Ms. Ernat's thinking of the funding of this trip. Ms. Ernat responded in the affirmative, and it makes her very concerned.

Council Member Richardson

Council Member Richardson asked who exactly were a part of the development team. Ms. Ernat responded the development team she is referring to is the International Village. Ms. Richardson asked who that included. Ms. Ernat responded Amy Foster, Hal Edwards, Allen Green, and Wayne Hoffman of Spence Brothers. Ms. Richardson asked if the development team was those four individuals and Ms. Ernat. Ms. Ernat responded she does not refer to herself as a part of the development team.

Council Member Richardson stated through the materials provided it appears the City Manager okayed pursuing funding through the LDFA, however, you preferred not to use public funds. Ms. Ernat responded in the affirmative.

Council Member Richardson asked if Ms. Ernat specifically spoke with a CSSA representative. Ms. Ernat responded in the affirmative. Ms. Richardson asked if Ms. Ernat ever asked where CSSA received funding for the trip. Ms. Ernat responded she did not. Ms. Richardson stated some of the concerns were this organization did not have the funding available to finance this trip, and it never occurred to Ms. Ernat to ask from where the funding derived. Ms. Ernat responded no.

Council Member Richardson asked if Ms. Ernat had to do it over again would she do it the exact same. Ms. Ernat responded no. Ms. Richardson asked why. Ms. Ernat responded she would prefer to not give opinion based answers, but as she said earlier she would have pursued funding by the LDFA. Ms. Richardson asked what has caused her to think that. Ms. Ernat responded the unknown sources of funding.

Council Member Richardson asked if Ms. Ernat and the other travelers ever speak about the trips funding, and how were the four travelers selected. Ms. Ernat responded the group was decided following the May 23rd meeting, in which traveling to China was first discussed. The decision was there should be representation from City Council, city staff, and public safety. Ms. Richardson asked who has privy to that conversation. Ms. Ernat responded after the May 23rd meeting Council Members and the City Manager were present. Ms. Ernat stated there were conversation with the Mayor and Mayor Pro-Tem regarding funding for the trip and the conversation involved information that CSSA would be funding the trip. Ms. Richardson asked if the Chief of Police was privy to those conversations. Ms. Ernat responded not to her recollection.

Council Member Richardson recalled at the Town Hall meeting she hosted over the summer was the first time she heard any mention of a trip to China. At that meeting she said Ms. Ernat told her two individuals would be making the trip, and asked when the other two travelers were added. Ms. Ernat responded she recalls that question, but by her recollection she said travel was being researched, and the number of travelers was not mentioned.

Council Member Richardson stated Council received final information regarding the trip on September 11th. She asked why Council was not kept informed of the trip throughout its planning. Ms. Ernat responded she isn't sure why Council was not kept informed throughout the trips planning, however, it was not kept secret and discussed by email following the City Attorney's opinion on the trips funding.

Council Member Bashert (follow up questions)

Council Member Bashert stated Ms. Ernat claimed the communication regarding the trip was delayed because the City Manager was away from the office. Ms. Bashert asked if during her phone conversation with Mr. McClary she read him the entire email chain, including the source of the original email. Ms. Ernat responded she prepared an email and sent it to the City Manager, but he was not receiving emails. She called him by phone the next day and read the email she was going to send to Council to him.

Council Member Murdock (follow up questions)

Council Member Murdock stated there was a letter from the student group that went to Amy Foster and then on to Ms. Ernat. He asked if that email chain was read to the City Manager in its entirety. Ms. Ernat responded she received the letter via text message, and then received it by email. That email was not read in its entirety to the City Manager.

Council Member Murdock asked why the letter from the student group offering to fund the trip not come directly to the city. Ms. Ernat replied she received the letter by text. She wasn't concerned at the time because for the purpose of travel arrangements she put the student group in contact with the developers and travel agency.

Council Member Vogt (follow up questions)

Council Member Vogt asked if the letter from CSSA was sent to several different parties. Ms. Ernat responded in the affirmative. Mr. Vogt stated the interested parties included both the city and the developer. Ms. Ernat responded in the affirmative.

Council Member Vogt stated there were two times that funding for the trip was brought up, during the September 19th Council meeting and while on the trip. Ms. Ernat responded in the affirmative. Mr. Vogt asked who informed Ms. Ernat. Ms. Ernat responded she, the Mayor, Allen Green, Hal Edwards, and Amy Foster were involved in the conversation. Mr. Vogt asked if there was anyone else not involved in the conversation. Ms. Ernat responded not to her recollection. Mr. Vogt asked who was involved in the conversation when the information came to light while in China. Ms. Ernat responded herself, Amy Foster, and Hal Edwards. Mr. Vogt asked of those people you provided the information regarding funding for the trip. Ms. Ernat responded it was Amy Foster.

Council Member Robb (follow up questions)

Council Member Robb stated based on the information provided to Council it appears the tickets were purchased on the fifth of September. The tickets were not sent to Ms. Ernat until September 10th and then sent to the individual travelers. Mr. Robb asked if an email was omitted in which the travelers sent confirmation regarding the spelling of their names. Ms. Ernat responded she checked the names for spelling errors.

Council Member Vogt (follow up questions)

Council Member Vogt asked if Ms. Ernat had ever met the CSSA representative in person. Ms. Ernat responded no. Mr. Vogt asked if Ms. Ernat knew any other information regarding the representative. Ms. Ernat responded she does not. Mr. Vogt asked if Ms. Ernat had any sense of his experience in communications regarding business matters. Ms. Ernat responded her experience is the contact is a college student, which indicates a slim amount of experience.

Council Member Murdock (follow up questions)

Council Member Murdock asked if on the date September 19th if Ms. Ernat informed the City Manager that the Consulate would be funding the trip. Ms. Ernat responded no.

Council Member Bashert (follow up questions)

Council Member Bashert asked why the City Manager was not informed the Consulate would be funding the trip. Ms. Ernat responded she did not see a need because she did not see a concern since it is normal for the Consulate to fund student organizations.

Council Member Robb moved, seconded by Council Member Vogt to extend the meeting until midnight.

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

City Clerk Frances McMullan swore in Police Chief Tony DeGiusti.

Council Member Vogt

Council Member Vogt asked Chief DeGiusti become involved with going on the trip. Chief DeGiusti responded in February, during a meeting with Ms. Ernat, Amy Foster, and Hal Edwards regarding a possible development. At that point he was involved in conversations because of perceived safety issues of the development team. He met with the development team several times from then until present. Mr. Vogt asked if the developer was concerned about public safety in Ypsilanti. Chief DeGiusti responded in the affirmative. Mr. Vogt asked if the developer mentioned investor concern regarding safety. Chief DeGiusti responded in the affirmative.

Council Member Vogt asked if anyone directed Chief DeGiusti to become involved with the development. Chief DeGiusti responded no, he was invited by Ms. Ernat.

Council Member Vogt asked if Chief DeGiusti had any factual knowledge that anyone from the city had an agreement, or understanding to make a certain decision in return for this trip. Chief DeGiusti responded no, he did not.

Council Member Bashert

Council Member Bashert stated the impression she gets is the Police Chief was further out of the loop than the other travelers. She asked if the Chief had any questions when he was told CSSA would be funding the trip. Chief DeGiusti responded he has loose recollection of what was exactly said, but at the time he was not aware it was a student organization. However, he did know the funding was through Wayne State University by a group involving Chinese studies. He did not question it further because he has known Ms. Ernat to be an honest person, and had no reason to question what she told him.

Council Member Bashert asked what Chief DeGiusti learned about the funding and when he learned it. Chief DeGiusti responded in a loose timeframe in August there was talk about confirmed dates for the trip, immunizations, and customs that should be observed when in China. He believes on September 10th he received an email that included a flight itinerary.

Council Member Bashert asked if Chief DeGiusti was told how the trip was paid for. Chief DeGiusti responded no.

Council Member Richardson

Council Member Richardson asked if Chief DeGiusti began meeting with the developers in February. Chief DeGiusti responded in the affirmative. Ms. Richardson asked if that was a result of the developer's request. Chief DeGiusti stated he is not certain but he was invited to the meeting to address safety concerns. Ms. Richardson asked if the meeting was with Ms. Ernat and the developers. Chief DeGiusti responded in the affirmative.

Council Member Richardson asked if the developers asked Chief DeGiusti to make the trip to China. Chief DeGiusti responded no, not directly.

Council Member Richardson asked Chief DeGiusti when he knew there was concern regarding the financing of the trip. Chief DeGiusti responded he wants to say four to five days into the trip. He heard about an article written in the Metro Times, which started a conversation regarding the trip in the community. He was aware an email was sent to advise Council and the City Manager knew about the trip, and he had no reason to think there was any issue with the financing.

Council Member Richardson stated once the City Attorney informed city officials that the developer could not finance the trip other funds became available. She asked if anything about that struck the Police Chief as strange. Chief DeGiusti responded no, because he knew there were other funding options available.

Council Member Robb

Council Member Robb asked if Chief DeGiusti was ever sent the letter from the CSSA announcing the scholarships. Chief DeGiusti responded no.

City Clerk Frances McMullan swore in Mayor Pro-Tem Brown

Council Member Bashert

Council Member Bashert stated she is interested in verbal conversations outside of the distributed materials. She asked when Mayor Pro-Tem Brown was first invited on the trip. Mayor Pro-Tem Brown responded the first invitation came after the initial presentation was made in May.

Council Member Bashert asked when the Mayor Pro-Tem found out she would be one of the travelers. Mayor Pro-Tem Brown responded she officially found out when she was asked to provide her information for a visa. However, there was conversation after the May meeting, and during that meeting a question was posed if any of Council would like to make that trip which she responded she was.

Council Member Bashert asked when Mayor Pro-Tem Brown was made aware CSSA would be funding the trip. Mayor Pro-Tem Brown responded she was informed verbally when being asked about potential travel dates.

Council Member Bashert asked if Mayor Pro-Tem Brown was aware of the Consulate funding the trip. Mayor Pro-Tem Brown responded on the fourth day of the China trip. Ms. Bashert stated that information was given at the September 19th meeting, and asked if she was part of that conversation. Ms. Brown responded she was not involved in that conversation.

Council Member Murdock

Council Member Murdock asked the timeframe Mayor Pro-Tem Brown was made aware of CSSA funding the trip. Mayor Pro-Tem Brown responded in late August when discussion potential dates for the trip.

Council Member Vogt

Council Member Vogt stated the speculations that have resulted from this trip are unpleasant. He asked if there is something either Mayor Pro-Tem Brown, or anyone else in city government could have done to avoid this situation. Mayor Pro-Tem Brown responded if she had have performed greater due diligence regarding the funding source. Since she has been a Council Member she has trusted staff, and did not think they would steer her in the wrong direction, or do anything unethical. She doesn't know if she would call that a mistake because she trusts staff and their expertise. Mr. Vogt asked if there was anything else anyone involved in city government could have done to avoid this. Mayor Pro-Tem Brown responded it was a misstep of the entire Council to only find out about the funding while in China. She said some of these questions must have been known prior to the trip, especially if the questions involved possible ethics violation. She said Council as a whole needs to become better at communicated.

Council Member Vogt asked if Mayor Pro-Tem Brown had an agreement with anyone that could have affected her vote, or influence considering the International Village development. Mayor Pro-Tem Brown responded absolutely not. He asked if she had any facts that anyone else did. Ms. Brown responded no.

Council Member Robb

Council Member Robb asked if Mayor Pro-Tem Brown received the funding letter from CSSA. Mayor Pro-Tem Brown responded no.

Council Member Richardson

Council Member Richardson stated Mayor Pro-Tem Brown stated she learned she was going on the trip in late August. Mayor Pro-Tem Brown responded in the affirmative.

Council Member Richardson stated there has been much discussion regarding transparency, and Council was not privy to all of what was happening pertaining to this trip. She asked if it bothered the Mayor Pro-Tem that Council was not receiving the communications regarding the trip during its planning. Mayor Pro-Tem Brown responded to be honest she did not think about it because the idea of the trip was expressed to all of Council. However, that information could have been shared with the entire Council. She added the majority of emails she received were sent to all of Council other than hotel information. Much of her emails were replying to another emails and did not require consideration of Council. Ms. Richardson stated simply because the emails did not require the consideration of Council they could have been shared to keep Council informed.

Council Member Richardson asked when the travelers made a firm decision on the dates of the trip. Mayor Pro-Tem Brown responded either later in the same day, but she did not know for sure until she received the ticket and itinerary.

Council Member Richardson asked when Mayor Pro-Tem Brown received the ticket and itinerary. Mayor Pro-Tem Brown responded on September 10th. Ms. Richardson stated Council Member Robb previously mentioned an email listing September 5th as the purchase date. Ms. Brown stated she saw that date in the email chain, but she did not receive anything until September 10th.

Council Member Richardson stated there were several emails included in the packet that did not include a message.

Council Member Richardson asked if while on the trip there was conversation with the development team regarding who financed the trip. Mayor Pro-Tem Brown responded she was not a part of any conversation regarding financing. She found out the Chinese Consulate was involved through conversation with the Mayor.

Council Member Richardson asked how Mayor Pro-Tem Brown learned of the issues regarding the trip. Mayor Pro-Tem Brown responded she heard from the Mayor and the Economic Development Director.

Council Member Richardson asked if the four travelers ever spoke about issues regarding the trip's financing. Mayor Pro-Tem Brown responded no.

Council Member Murdock (follow up questions)

Council Member Murdock stated the Mayor Pro-Tem mentioned she would have liked these questions posed prior to the trip. However, Council only received two communications regarding this trip; the May 24th Attorney's Opinion and the September 11th memo stating the trip was happening, and the student group was paying for it. This issue came up during the trip when the City Manager informed Council regarding a communication from Tom Perkins of the Metro Times asking about the funding source.

Mayor Pro-Tem Brown asked for clarification regarding the blank spaces on emails. Council Member Richardson responded she cannot pinpoint who sent the email, but she did follow up with the Clerk Department and there are several emails without content. Ms. Brown stated she forwarded her responses directly to the Attorney's Office and is not aware how content could be missing.

Mr. DuChene stated the individuals provided the information to the Attorney's Office who then scanned the documents and sent them to the Clerk. The clarity of the check might have been caused through an issue with the Attorney's Office copier. Through his knowledge there should not have been an issue with blank spaces, but he will investigate further.

City Clerk Frances McMullan swore in Mayor Edmonds.

Council Member Robb

Council Member Robb stated Mayor Edmonds was not informed the tickets were purchased until September 10th, but did receive an email showing the tickets as being purchased on September 5th. He asked if it seemed unusual the tickets were purchased prior to the scholarships being awarded. Mayor Edmonds responded she did not notice that date until afterwards.

Council Member Robb asked if the Mayor learned the scholarship funds passed through the developer on the evening of Tuesday, September 26th. Mayor Edmonds responded she was made aware sometime during the trip by Ms. Ernat. However, she does not remember the exact time of day.

Council Member Robb stated a FOIA was filed on September 13th, and the Mayor was the first person to respond. He stated an email was then forwarded to the student organization regarding the source of funding. Mayor Edmonds stated she did some research for the organization and found one generic email address.

Council Member Robb stated also on that day the Mayor responded to a LinkedIn message to a specific person. Mayor Edmonds responded she also found that information on a website because the award letter did not include a contact information.

Council Member Robb said when the FOIA was requested only the email was forwarded, not the LinkedIn message. He asked did this not trigger you to think to check your messages for a response. Mayor Edmonds stated she was out of town and does not use LinkedIn on her phone.

Council Member Robb asked when the LinkedIn message was finally read. Mayor Edmonds responded Tuesday, October 3rd. She added she has been informed LinkedIn has settings that can make that verifiable.

Council Member Vogt

Council Member Vogt asked what Mayor Edmonds could have done differently, by herself or anyone other agent of the city to prevent any misunderstandings, or suspicion. Mayor Edmonds replied the trip did not exist until there was funding, which was not confirmed until very shortly before the trip. She would have liked funding to be secured sooner for planning purposes. Her first question to Ms. Ernat was if the funding did not originate through the International Village. She felt the public would want to know the funding source and reached out to get that information. If she had more time she would have done more, and if anyone had questions regarding the trip she was not asked.

Council Member Vogt asked if the Mayor knew anything about the CSSA, or the people in that organization. Mayor Edmonds responded she did not, however, she did visit their website and Facebook page but was unable to obtain much information, but she did not have any previous knowledge. She researched CSSA organizations nationwide to get a better understanding.

Council Member Vogt asked when the idea the Chinese Consulate providing funding was first told to the Mayor. Mayor Edmonds responded prior to the trip she contacted Amy Foster who informed her an application was submitted to the Chinese Consulate for funding, which matched process she learned during research of the CSSA.

Council Member Vogt asked if there was additional conversation during the Council meeting about that issue. Mayor Edmonds responded there was no further information given during the meeting other than informing Ms. Ernat of what she learned during that phone call with Amy Foster.

Council Member Vogt asked if the Mayor remembers any other conversation about the consulate providing funding. Mayor Edmonds responded while in China Ms. Ernat informed her the consulate money had passed through the International Village before it went to CSSA.

Council Member Vogt asked who was involved with that conversation. Mayor Edmonds responded she does not recall who was present other than herself and Ms. Ernat, but the Mayor Pro-Tem could have been present.

Council Member Vogt asked if that information was discussed with Ms. Foster, or anyone else on the development team. Mayor Edmonds responded she did not have any further conversations with Ms. Foster, and she presumed Ms. Foster is the one who informed Ms. Ernat.

Council Member Vogt asked if the Mayor had an agreement with the developer, or anyone else to influence your vote, or decision making with this trip. Mayor Edmonds responded no. Mr. Vogt asked if the Mayor had any facts to indicate someone else did. Ms. Edmonds responded no.

Council Member Bashert

Council Member Bashert asked if the Mayor was aware of Ms. Ernat efforts in securing money with the LDFA. Mayor Edmonds responded it is her understanding Ms. Ernat was pursuing money from multiple sources, and she knew the LDFA was one of the agencies.

Council Member Bashert asked if any follow-up information was given regarding the LDFA funding the trip. Mayor Edmonds responded she knew Ms. Ernat was pursuing funding through the LDFA.

Council Member Bashert asked if there was a conversation on September 19th with the development team. Mayor Edmonds responded she does not believe she had any further conversations on that night.

Council Member Bashert asked how Amy Foster phrased that the consulate would be funding the trip through CSSA during the Mayor and Ms. Foster's phone conversation. Mayor Edmonds responded she does not recall how exactly Ms. Foster explained the consulate funding the trip.

Council Member Bashert asked the Mayor's response to hearing the consulate would be funding the trip. Mayor Edmonds responded what Ms. Foster told her made sense because it was backed by the research she performed on the CSSA.

Council Member Bashert asked if the Mayor sought opinion for the City Attorney if the Chinese Consulate funding the trip would constitute an ethics violation. Mayor Edmonds responded no, because both a government and university sourced funds seemed inline.

Council Member Bashert stated Council has been informed the funds passed through the International Village. Mayor Edmonds responded it was not ideal but if it originated with the Chinese Consulate is what was ultimately important.

Council Member Bashert asked why the city was not made aware that funding passed though the International Village in advance. Mayor Edmonds responded does not know.

Council Member Bashert stated the Mayor sent a message to CSSA via LinkedIn message and two days later a response was sent. However, the Mayor was out of town and based off passed history the Mayor does not do much communication while out of town. She asked when the Mayor returned to town. Mayor Edmonds responded late on September 15th.

Council Member Bashert asked why the Mayor did not notice the message. Mayor Edmonds responded generally she receives an email regarding LinkedIn messages, however, she did not see a notification.

Council Member Murdock

Council Member Murdock commended the Mayor for being the only one questioned concerned about the source of funding.

Council Member Murdock stated the Mayor was made aware the consulate was funding the trip on September 19th the night of the Council meeting. He said Ms. Ernat claimed prior to the meeting there was a discussion with the developers who informed her the consulate would be funding the trip. Mayor Edmonds responded prior to that meeting the development team was being introduced, however, she does not recall specifically a substantive conversation regarding details of funding.

Council Member Murdock stated the City Manager informed Council he was not made aware until he received the email from Tom Perkins inquiring about funding sources. He asked if this information is something City Council and the City Manager should have had. Mayor Edmonds responded she was answering these questions for herself and she made Ms. Ernat aware of her findings. When more information was made available it was the night of the September 19th Council meeting, which went until 1:30 a.m. and the trip was early the next day.

Council Member Murdock asked if the Mayor had any communication with the Chinese Consulate. Mayor Edmonds responded no.

Council Member Murdock stated it has been discussed that Ms. Ernat had the developer contact the consulate and through that communication the consulate responded it is not getting involved in local issues. Mayor Edmonds responded she was not involved in that, and Ms. Ernat informed her she learned the funds had passed from the consulate through the International Village and to the student group. Mr. Murdock stated it seems looking back there was not a commitment. Ms. Edmonds replied she read that and was shocked to learn that, and where that disconnect occurred is very concerning.

Council Member Murdock asked how to deal with a developer that appears to have mislead the city. Mayor Edmonds responded if that is what is learned through these investigation that is a great question.

Council Member Richardson

Council Member Richardson stated during the last Council meeting she asked for a complete vetting of the International Village and Global Capital. If it is learned they were involved in ethics violations would the Mayor be open to saying the City would not do business with them. Mayor Edmonds responded there are still many questions and she would like to see what facts are uncovered. If the investigation proves a knowing deception she would have real concerns working with them.

Council Member Richardson asked when the Mayor learned who would be going on the trip. Mayor Edmonds responded in May after the Council meeting a trip was mentioned, in June Ms. Ernat approached her regarding possible dates available for the trip, in mid-July was probably when who was going was known because that is when applications for visas were filed.

Council Member Richardson asked if it occurred to the Mayor in June to send a communication to all of Council inquiring about who would want to go. Mayor Edmonds responded she was under the impression Council was asked by Ms. Ernat. Ms. Richardson replied she was not asked, and said there needs to be more openness with Council. Ms. Edmonds responded her understanding was conversations were taking place and Council Members were aware the trip was a possibility. However, these conversations were during the developer's due diligence period and it was a possibility the developer could have decided not to move forward with the project. Ms. Richardson stated a question regarding trip did come up during the July town hall she hosted. She explained her answer to the question was no one was going to China, and Ms. Ernat corrected her that a trip was being planned. That was the last she heard of the trip until September 11th, and asked if during that time it did not occur to the Mayor to take a poll of Council of who would like to go on the trip. Mayor Edmonds responded she was not aware Council was not informed.

Council Member Robb (follow up questions)

Council Member Robb asked what the Mayor's understanding is of where the funding originated. Mayor Edmonds responded Amy Foster told her on September 19th the funds originated from the Chinese Consulate. She received a letter from Wayne State that scholarships were being issued for travel. She added the basis of this investigation is to produce facts on where funding actually came. Until this facts are produced she, like everyone else, cannot say definitively where these funds originated.

Mayor Edmonds asked what the next step is in this process. Mr. DuChene responded Council decided upon the ability to call back witnesses, and may do so if it wishes. Otherwise the next agenda item is audience participation.

Council Member Bashert stated Council will need to have discussions about this investigation, and some of the questions will be about staff. She asked what the protocol is to hold this type of conversation. Mr. DuChene responded Council feels there will be additional questions for staff and others following this meeting. Council Member Vogt responded in the affirmative. Mr. DuChene responded this proceeding is at Council's discretion. There has been a Request for Proposals released for legal services with bids due no later than Friday, October 13th. It might be best to coordinate Council's questions through the outside investigation. Ms. Bashert asked if the suggestion is to close this session and wait for more information. Mr. DuChene replied when a special counsel is selected Council's specific questions can be coordinated through the special counsel's investigation. Council Member Richardson asked if the suggestion is to provide the City Attorney's Office with questions to provide to special counsel. Mr. DuChene responded the manner of delivery of said questions is entirely up to Council.

Council Member Bashert stated once all information is gathered and special counsel has concluded its investigation what is the procedure. Mr. DuChene responded once the investigation has been concluded Council should review the report and review with counsel. Ms. Bashert asked if that conversation should take place in Closed Session. Mr. DuChene responded he cannot answer that question at this point. Ms. Bashert explained she asked because of Human Resources policy. Mr. DuChene clarified because there are many possible outcomes he cannot provide a clear answer. Ms. Bashert asked that procedure be explored. Mr. DuChene responded in the affirmative.

Council Member Bashert asked when Council has compiled its questions for special counsel when should they be given to counsel. Mr. DuChene responded he would wait until special counsel is selected and have them inform Council on how to proceed.

Council Member Murdock asked if the bids are due Friday. Mr. DuChene responded in the affirmative. Council Member Murdock asked when City Council will select special counsel. Mr. DuChene responded as soon as possible. Mr. Murdock stated he asked because at the town hall recently held the City Manager indicated he would be selecting special counsel. Mr. DuChene replied the resolution approved by Council states the City Manager would select special counsel with the guidance of the Attorney's Office. Mr. Murdock stated it is Council's investigation. Mr. DuChene agreed, and has no objection to Council selecting special counsel. Council Member Vogt stated he would like to at least be consulted on who is selected. Mr. DuChene responded a contract could be brought to Council for review. Mr. Vogt asked if that would likely be during the October 17, 2017 meeting. Mr. DuChene responded the contract would unlikely be ready by the next meeting.

Council Member Vogt asked if the Attorney's Office has advice on whether Council should discuss any of the issues brought forth tonight publically or otherwise. Mr. DuChene responded his advice is that Council make no decisions tonight, his concern is Council might make a determination prior to having all the facts. Mr. Vogt stated it is his opinion that it would be ill advised to have any conversation regarding the investigation until it is completed. That would include public comments, responses in emails, statements, and any other communications. He explained it would be very inappropriate for Council to do that individually, or otherwise. That rule should not be broken until consulted with the Attorney's Office and discussed among Council. His opinion is very strong on this matter because this is not a normal political process. Mr. DuChene responded if that is the will of Council he does not find issue. Council Member Robb agreed Council should not make judgments, but if someone asks him what happened during this meeting he won't say he cannot tell them until the investigation is complete. Mr. Vogt agreed, but he was referencing the content of the investigation. Mr. DuChene asked for the specific guidance being made by Council Member Vogt. Mr. Vogt clarified the contents of the investigation, Council's thinking about the investigation, testimony, what individual Council Members might decide, and so forth. As distinguished where Council is in the investigation such as process or procedure. Thoughts about the specifics, individuals, and potential conclusions. In other words Council should consider itself the jury and should not be deliberating before the trial is over, should not be discussing it before the investigation has concluded, should not be declaring any tentative decisions before the trial, or investigation has concluded. Council Member Robb asked if Council Member Vogt is under the impression the investigation has already begun. Mr. Vogt responded in the affirmative, and said these hearings were the beginning of the investigation. Mr. DuChene agreed the investigation has begun. Mr. Vogt added the investigation has more to go until its completion.

Council Member Murdock stated these hearings were held in an open meeting and was broadcast through Facebook. It is difficult for Council to now say it will not talk about the hearings. Council Member Vogt disagreed it is not difficult to not talk about this investigation. Mr. Murdock stated there is enough information to make a decision the question should be where to go from here.

Council Member Vogt stated this is not a political process, it is process of determining fact and making a judgment of rule or law. The city could be sued if Council starts prejudicing conclusions before the city receives all the evidence. Because this is not a political process the same rules do not apply and Council needs to be more "tight lipped". Council can tell the public where the investigation in terms of process but not talk about conclusions. Until all the facts are known those being investigated could be prejudiced improperly and someone's life could be destroyed. It is accepted to make comments in a political sphere but this is not that. Council Member Murdock responded everything Council does it political because Council are politicians. Mr. Vogt replied he can speak with Council Member Murdock afterward if he wishes to debate this matter. Mr. Murdock responded hearings were just held in open session and Council is not supposed to talk about it. Mr. Vogt responded court proceedings occur in public, but a jury does not speak about the case in public, nor between the individual members, until the case is complete.

Council Member Robb stated Council Member Vogt is likening Council to a jury, and asked if Council decides to hire an outside investigator does that mean Council cannot ask special counsel to find our specific facts. Council Member Murdock stated Council would also not be able to speak with members of Council. Fundamentally, if the role of Council is as jury he does not understand how to speak with the investigator. Mr. DuChene responded the role of Council, in this situation, is to find facts. Mr. Robb asked if Mr. DuChene disagrees that Council should consider itself as a jury. Mr. DuChene responded it was an analogy. Mr. Robb stated the analogy doesn't fit because the process is different. In this scenario Council is trying to understand information, which is not the same as a jury. Council Member Vogt responded a better analogy would be a grand jury. Mr. DuChene stated as far as the legal implications of discussing this process, perhaps not the process but the material in itself is not a matter of research. Mr. Vogt stated asking questions of special counsel is not the same as debating, or making decisions about ultimate conclusion. Mr. DuChene asked if Council Member vote is referring to communication amongst each other, or specific forms of communication that might express or infect bias. Mr. Vogt responded in the affirmative. Mr. DuChene stated he will research that, but cannot be certain there will be cases to reference.

Council Member Bashert stated she agrees to a great degree with Council Member Vogt, and she has made it clear she will not draw any conclusions until she has all the facts. There is too much at stake for both the city and the individuals under investigation. She believes it to be ethical, reasonable, and what her constituency would want her to do.

Mr. DuChene offered a hypothetical if he were representing an adverse party to the city of what might be a final result of this investigation, and he finds public statements were made that reached a conclusion before the completion of the investigation it would be brought up during proceedings.

Council Member Vogt moved, seconded by Council Member Bashert that Council Members should not discuss the contents of the investigation, information, or evidence that pertains so far, their thoughts or conclusions involving the investigation and its contents. Issues such as the credibility or accuracy of any of the testimony as distinguished from the process.

Council Member Bashert stated the motion seems overly broad because it includes the evidence that was just presented. The evidence and process is all public information, however, she agrees any conclusions or thoughts regarding the case should not be discussed. Council Member Vogt stated he would not want things discussed with the public much like in a trial evidence is known but what a jury thinks is not.

Council Member Robb agreed with Council Member Bashert the motion was very broad. However, Council should not be impugning anyone because it is wrong. He hopes a resolution is not necessary to avoid Council making comments such as those in public. However, when considering the information presented tonight he does not agree because it was made in a public setting. He added the motion is incredibly broad. Council Member Vogt responded necessarily so because it is a unique situation Council has never taken a part in, and requires a unique approach. This is to ensure the innocent are protected and the guilty until it is determined they are guilty by all the evidence.

Council Member Bashert offered a friendly amendment that the Resolution be limited to discussion of weight, conclusions, and credibility.

Council Member Vogt respectfully declined the friendly amendment.

Council Member Murdock called the question.

On a roll call, the vote to approve the motion was as follows:

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

VOTE:

YES: 1 NO: 4 (Richardson, Bashert, Robb, Murdock) ABSENT: 2 (Edmonds, Brown) VOTE: Carried

Council Member Vogt stated his point has been made regardless, and asked Council to keep this discussion in mind. Council Member Murdock stated there will be other opportunities to bring this up, but he would like to move on to audience participation.

XI. COMMUNICATIONS FROM THE MAYOR –

None

XII. COMMUNICATIONS FROM THE CITY MANAGER –

None

XIII. AUDIENCE PARTICIPATION -

1. Julia Bayha, 401 W. Michigan, stated it is a good thing for Council to be cautious and not speak about conclusions of this investigation. However, she has already jumped to one conclusion she is appalled in the lack of professionalism of the people involved in the hearing. City Council needs to step up processes of how developers are sought after, and she sees a team of people that took a trip and need to be accountable to the public.

2. Sue Melke, 330 Chidester #409, stated she agrees with Council Member Vogt that Council should not speak about its opinions on Facebook. It is not fair to people who work for the city to do so. She heard Council Member Murdock had already made his conclusions regarding this issue, so why even hold these hearings. Throughout this process the public took issue with those that recused themselves not being in the room, but when you recuse yourself you should not be in the room. It was wrong of Council to allow those claims to be made without defending why they weren't present. Unless all of the evidence has been presented how a person can be certain.

3. Rae, Ypsilanti, stated it seems unethical the City Manager, who is being investigated, would be a part of choosing Council. She was confused why the Mayor did not check with the Economic Development Director when vetting the CSSA. Concerned the city did not ask how the CSSA found out city officials were planning a trip to China. Said she was unable to find the screenshot of the time stamped LinkedIn message of when it was read was in the packet. Confused that Ms. Ernat did not know the Chinese Consulate funded the trip until they were in China, or on September 19th. While in the packet there is a statement from Ms. Ernat the Mayor informed her funding came from the consulate and researched that fact.

4. Isaac Levign, S. Hamilton, requested Council to reopen the questioning to ask Mayor Edmonds this question, "during the September 5th Council Meeting that on September 19th there will be a presentation by the developer and that is all she knows, and ask at the time did she know about the trip". He asked if it was known a purchase agreement was being presented during the September 19th meeting.

5. Quinn Phillips, Ypsilanti, stated during questioning regarding when she knew of the funding source the Mayor did not mention the LinkedIn message. Whether she read the message, or not she had the information that Global Capital was the funding source. Once the Mayor returned from the trip she claimed to have no knowledge of where the funding came, which is untrue. She would like to see verification of when that message was read.

6. Nathan Phillips, 509 N. Washington, apologized for being ignorant and he depends on Council to do the right thing for the citizens of this city. When he first moved here he told Council that Water Street is a Native American burial

ground. Selling sacred ground to the Chinese does not sit well with him. He hopes Council gets to the bottom of this investigation and inform the citizenry.

7. Kyle Hunter, 430 S. Adams St., stated the city should not move forward with this development because of the inconsistencies uncovered during this investigation.

8. Nathanael Romero, 413 W. Cross, stated the city should not go through with this development. He looks forward to the formation of a community benefit ordinance.

9. Steven Wilcox, 1728 Whittier, encouraged Council to move forward with the independent investigation.

XIV. REMARKS FROM THE COUNCIL MEMBER RICHARDSON -

— Those under investigation did recuse themselves but were not asked to leave.

Sue Melke responded her issue is Council did not state the Mayor and Mayor Pro-Tem were not present because they recused themselves. Council Member Richardson stated those under investigation were welcome to be present even if the recuse themselves.

— The investigation will move forward through special counsel once Council selects the firm. Mr. Wilcox asked if Council would be selecting special counsel or Council.

XV. ADJOURNMENT –

OFFERED BY: Council Member Bashert
SECONDED BY: Council Member Vogt

On a voice vote, the motion carried, and the meeting adjourned at 11:39 p.m.

Draft

CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, OCTOBER 17, 2017
7:00 p.m.

I. CALL TO ORDER –

The meeting was called to order at 7:04 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 Bashert moved, seconded by Council Member Vogt to approve the agenda

Council Member Murdock moved to move Resolution No. 2017-237, approving contract for professional legal services to the end of Section No. XII, Resolutions/ Motions/Discussions.

Council Member Murdock moved to add a Resolution approving processes for updating Council on the International Village Development to Section No. XII, Resolutions/ Motions/Discussions.

Council Member Bashert moved to add a Resolution to reschedule the November meetings to November 14th and November 28th to Section No. XII, Resolutions/ Motions/Discussions.

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

VI. INTRODUCTIONS –

Mayor Edmonds introduced the following individuals; Police Chief Tony DeGiusti, Economic Development Director Beth Ernat, Assistant City Attorney Dan DuChene, City Manager Darwin McClary, and Deputy Clerk Andrew Hellenga.

VII. **<u>AUDIENCE PARTICIPATION</u> –**

1. Quinn Phillips, Ypsilanti, stated no documentation has been provided regarding the travelers stop in Shanghai while on the China trip. The city has not received proof the Chinese Consulate financed the trip. Most likely it was financed by Global Capital, which is linked to Amy Foster of the International Village Development.

2. Brian Athey, 6180 First Rd., Superior Township, stated the Friends of Penn Park wan to assist, the study of Penn Dam and its possible removal. Sediment samples near the dam contained heavy metals which needs to be further examined.

3. Nathanael Romero, Ypsilanti, stated it is unfortunate one of the Sustainability Commission Resolutions was omitted from this agenda.

4. Katie Clark, Ypsilanti, concerned City Council has not taken a stance against the International Village.

5. Kyle Hunter, Ypsilanti, stated his concern regarding the International Village development and the investigation of those that went on the trip to China.

6. Amber Fellows, Ypsilanti, asked why staff has not been fired as a result of the trip to China. The Mayor has taken no responsibility for any issues resulting from this development. She asked why more Council Members have not spoken out against this development.

7. Erica Mooney stated good governance is about robust public participation. She is interested in building a coalition to assist in the formation of a community benefits agreement and community benefits ordinance.

8. Rae stated the City of Portland allows RVs and tiny homes to park on private property to ensure people have a place to live.

9. Amy Shrodes stated it was disrespectful to the people of this community for city officials to go on the trip to China. It is concerning not one Council Member spoke out against this development and that it would be financed with through EB-5.

10. Brian Foley, Ainsworth Circle, stated this development will further the homeless problem in the city, which will in turn increase crime. This will become an issue because there are few African Americans on the police force and could result in a Ferguson type situation. He added a CBA needs to be in place and this development needs to slow down.

11. John Lusk, 1111 W. Clark, stated it was a shame the corner lot of Water Street was sold to Family Dollar. He said it is difficult to sell new construction in Ypsilanti because of the high tax rate, which is why the EB-5 program is necessary for this development.

12. Dave Hiekenen, 133 Michigan Ave., stated the city needs to increase the tax base to help get back city services which is why this development is necessary.

13. Desirae Simmons, 407 Charles, asked Council to speak to the community to really understand what this community feels about this development.

VIII. <u>REMARKS BY THE MAYOR</u> –

IX. <u>PRESENTATION</u> –

Visit to China - Economic Development Director Beth Ernat

Economic Development Director Beth Ernat and Police Chief Tony DeGiusti provided a synopsis of findings and discoveries from the trip to China.

Mayor Edmonds stated China's bike share program is used by a huge variety of people.

Council Member Vogt stated both Council and the public have voiced many concerns about this development. He said it appears there is too much to be completed before December 31st, he asked if it staff felt more time is needed before a development agreement is approved. Ms. Ernat responded at this point she does not fell it is possible to approve a development agreement by the end of December. Mr. Vogt asked if the developers would agree to a postponement. Ms. Ernat responded they will have to be okay with a postponement. Mr. Vogt asked if there is something outside that is forcing the December deadline. Ms. Ernat responded the only thing requiring a development agreement be approved by December is the purchase agreement. Assistant City Attorney Dan DuChene added the purchase agreement would need to be amended by both parties. Ms. Ernat does not believe it possible to create a development plan at this time.

Council Member Vogt stated this development, if done correctly, has the possibility to be ground breaking in Ypsilanti and the entire region. There are so many issue that need to be reviewed regarding this development. There is much potential if time is allowed to meet a lot of different concerns that have been brought forward during Council meetings. He would like to research how to integrate the development in with the rest of the city. Ms. Ernat stated there is a meeting scheduled for Monday, October 23rd to discuss the transit center, and how the transit center factors into the development will need longer than two months.

Council Member Vogt stated he would like for the development to have flexibility in its façade design, so when its proposed use ends it can be converted to other uses. He asked if Ms. Ernat if the developers would take issue with that type of design standard. Ms. Ernat did not have an answer because the design hasn't been developed to date. Mr. Vogt asked if through discussions a concept of flexible design was mentioned. Ms. Ernat responded she has not had that specific conversation.

Council Member Vogt asked Ms. Ernat's impression of the investors she met while in China. Ms. Ernat responded she met three different type of investors; the EB-5, which has interest in themselves or family members moving to the United States, however they are not committed to move to this state. She added the EB-5 only provides eligibility to apply for a visa after seven years. Mr. Vogt asked if they are not actually purchasing a visa. Ms. Ernat responded no, they are buying an opportunity to apply. Mr. Vogt asked when they apply are they under the original terms as everyone else. Ms. Ernat responded no. Mr. Vogt asked how the process is different. Ms. Ernat responded the investment and the job creation have to be in line. Mr. Vogt asked is their application process any different than a typical person applying for a visa. Ms. Ernat responded no. Mayor Edmonds asked if they visa is not guaranteed if the met the investment standard. Ms. Ernat responded no, they are only guaranteed an application. Ms. Ernat stated business owners were other potential investors, looking for opportunities in international business. Mr. Vogt asked if any potential investors are comparable to a brokerage firm, or bank in the United States. Ms. Ernat responded she does not have that detail. Mr. Vogt asked the motivation of EB-5 investors. Ms. Ernat replied that was the most difficult group to communicate with because of language barriers. Their main interest was when the development would happen and the creation timeline. Mayor Edmonds added they were present to learn about Ypsilanti. Mr. Vogt asked if the EB-5 investor's purposes is to move here to have access to the same things people already living here have. Mr. Ernat responded that is her perception.

Council Member Bashert stated her constituency has shared concerns that those living in the International Village will not want to be integrated into the community. She asked how investors are interested in the culture of this community. Mayor Edmonds responded that is a concern, and it might behoove the city to have a presentation from individuals who work with international students. Ms. Ernat added while in China she and the others had guides, if that was not the case it would have been difficult. While at the hotel there was more of an intermingling of different cultures and it was easier to communicate. Since the International Village will not involve a singular culture it will be more easily integrated. Ms. Bashert stated this will be an ongoing question and should be discussed in greater detail during work sessions.

Council Member Bashert asked about the different roles of each entity involved in the development. She understands that question will not be answered soon but looks forward to having a clear communication about that soon.

Council Member Bashert asked if Ms. Ernat was able to get a feel about a role of a community benefits agreement (CBA) in preliminary negotiations. Ms. Ernat responded in the affirmative, but to a point. She clarified staff could not speak for Council on what specifically is wanted when considering a CBA only concepts and ideas were discussed. She added there is an openness from the development to negotiate. It is understood there will be an agreement but it is not known what that agreement will look like. Mayor Edmonds stated the learning was more geared toward the physical form.

Council Member Robb asked what specifically learned as a result of this trip would change in the proposed development. Ms. Ernat responded the integration of historic structures, how to recreate without replicated a district, and better utilization of the river. She sees possible changes to the city's zoning code and possible greater designed separation between non-motorized and motorized traffic. Also, the plazas seen while in China is something she would like to see incorporated into the development.

X. **<u>ORDINANCES – FIRST READING</u>** – *Ordinance No.* 1295

An ordinance to establish the Ypsilanti Citizens Police Advisory Commission

A. Resolution No. 2017-230, determination

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

An ordinance entitled "An ordinance to establish the Ypsilanti Citizens Police Advisory Commission" be adopted on first reading.

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

Mr. DuChene stated this is a revised ordinance according to Council discussion during the August work session.

Council Member Murdock stated the idea of a police review board goes back several years. Originally an ordinance that had gone through various committees and the Human Relations Commission came to Council and was voted down. A few months past and Council held a work session and modified that ordinance.

Mr. DuChene stated this is a first reading of a new ordinance with a public hearing, as opposed to attempting to amend the previous ordinance. Council Member Murdock clarified Council voted against the last ordinances approval. Mr. DuChene responded in the affirmative.

Council Member Bashert stated she would like to change the word "citizens" to "residents" throughout the ordinance. She explained the reason being to respect non-citizen residents and the non-solicitation ordinance. Mr. DuChene stated he can make that change for second reading. Ms. Bashert stated the ordinance should be changed to "chair" from "president" in section 2.032 (b). Mr. DuChene suggested making amendments following the public hearing. Council Member Murdock stated the City Attorney has already provided opinion that all board and commissioners must be eligible electors.

B. Open public hearing

1. Sue Melke, 330 Chidester #409, stated she is pleased with the ordinance. She felt its development should not have taken as long as it has. She appreciates its structure is not too narrow and will operate the way the city and residents want it to.

2. Ashley Fox, 905 Pleasant Dr., commended Council for having a youth member included in the ordinance.

C. Resolution No. 2017-231, close public hearing

The public hearing for an ordinance entitled "An ordinance to establish the Ypsilanti Citizens Police Advisory Commission" be officially closed.

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

Council Member Richardson stated the meeting schedule listed in Section 2.03 (c) calls for meetings to be held quarterly. She would like the body to meet monthly and as necessary to hear complaints and grievances from the community. The listed schedule would not allow the body to hear complaints at the rate needed by the community. Mayor Edmonds replied her recollection of conversation during the August work session was that was the minimum. Mr. DuChene added the quarterly schedule is a "floor" and the body could meet more than prescribed. Ms. Richardson stated she would like a higher minimum in order to ensure this body meets regularly.

Council Member Richardson stated "e" of the Section 2.03 states the body will submit a report at least annually to Council. She would like that changed by adding "and as necessary". Mr. DuChene stated if that is added it might remove the "annual" floor. Ms. Richardson thought the report needs to be given at a higher frequency than annually. The purpose of this body is for complaints and grievances to be addressed. Mayor Edmonds suggested adding "or more frequently as necessary". Council Member Murdock suggested reports be made quarterly. Ms. Richardson agreed and explained her goal is to have more frequent reports than annual. Mayor Pro-Tem Brown asked if a quarterly report would be acceptable. Ms. Richardson stated she agrees to no less than a quarterly report, but wanted reports to also be given as needed. Council Member Vogt asked who would decide what for and when a report is needed. He asked if the commission would make the decision on what criteria would trigger a report to Council. Ms. Richardson replied Council needs to set the criteria. Ms. Richardson stated Council needs to know when there are grievances and complaints. Mr. Vogt asked how long of a delay before a report is made is acceptable. Ms. Richardson responded if there is a complaint this body needs to react immediately. Mr. Vogt asked for clarification. Ms. Richardson responded if there is a major complaint it needs to be addressed quickly so the issue does not fester. Mr. Vogt agreed but he would like a specific time if Council is going to set that criteria. Ms. Brown stated Council decided to leave this ordinance broader to allow for the body to set its own guidelines. However, she does want to be informed when complaints are made. She asked if all complaints are submitted to the City Manager. Mr. DuChene stated the ordinance states its mission is to review police complaints and report to Council an analysis of its findings. However, the frequency of reports is a policy decision. Ms. Brown asked if Council Member Richardson is asking for the commissions' analysis be provided to Council as soon as possible. She explained further Council can already receive information on individual complaints from the City Manager. Ms. Richardson responded she wants Council to know the commission has received a complaint.

Mayor Pro-Tem Brown stated the City Manager should make Council aware as soon as complaint is received. Then allow the commission what this ordinance charges them to do, which is to provide analysis of that complaint. Council should expect city staff to make it aware of complaints rather than this commission.

Council Member Robb stated this is turning into the absurd. By making this change it redefines the purpose of this organization. When Council designed this commission it was given no power and its purpose was to review completed complaints and inform Council of whether it agrees or disagrees with the findings of the complaint. If Council wishes for this commission to hear complaints than its purpose must be amended. Furthermore Council is the only body that has the power to review complaints, and this would charge another body to preform that task and report to Council immediately. Council Member Murdock agreed, and stated under purpose it states this commission would review the complaint process and notify Council of its findings. This commission's design is not to be a full-fledged investigatory body for complaints. Mayor Edmonds agreed, and mentioned city's that have a commission with that ability provide that commission with an expansive budget to preform those investigations. Council Member Bashert added during the work session Council was provided information on eight laws restricting the abilities of this body. The process as prescribed by this ordinance is for the Police Department to first investigate a complaint, and this body would review its findings. She does not see this commission to do what Council Member Richardson is requesting, but does appreciate her frustration.

Council Member Richardson interjected she is not asking for this commission's purpose to be amended. What she is requesting is for Council be informed for often than outlined in the ordinance. Council Member Robb responded if Council Member Richardson wishes to be informed request the City Manager to forward her every complaint, rather than being passed through a third party.

Council Member Bashert stated during the work session it was decided Council would not try to micromanage this commission. Having worked with the newly formed Sustainability Commission she understands it is really important for Council to allow this body to set its own bylaws, or criteria. She sees it unlikely that individuals wanting to serve on this committee would be attracted by only needing to meet quarterly. She would like to maintain the ordinance as structured and allow this commission to find its own level.

City Manager stated he feels comfortable with the language of the ordinance and some leeway needs to be given to the commission to decide what needs to be sent to Council, but requiring an annual report. His concern is some of the language of the ordinance states this body would advise the Police Chief on organizational operations. He believes recommendations should be made to the City Manager who would follow-up on the recommendations.

Chief DeGiusti stated he does not have an issue with the frequency this body meets. He is most excited that one of the purposes of this body is to establish a closer relationship between the Police Department and its citizens.

Mayor Edmonds stated Council does not currently receive a notice when a complaint is received, but she understands there are restrictions on who can view a complaint. Chief DeGiusti replied there are personnel rules, contractual limitations, federal law, and limits on who can view personnel files. There is only so much he is allowed to share with Council. Ms. Edmonds asked what information can be shared regarding complaints. Chief DeGiusti replied depending on the severity of the complaint changes what is considered confidential.

Council Member Murdock asked if the compliant itself is confidential. Chief DeGiusti responded the complaint itself is confidential, the fact there was a complaint filed is not. Council Member Robb asked if a description of the complaint is confidential. Chief DeGiusti replied the substance of the compliant is confidential, but a description can be given without naming the officer.

Council Member Richardson stated she respects the privacy involved with a complaint. It is her intent to ensure Council is informed of major complaints that could create major problems. Mayor Edmonds stated Council City Manager communications include a synopsis of any complaint received.

Mayor Edmonds asked if Council agrees the commission should advise the City Manager, and not the Chief of Police. Council Member Robb responded the Sheriff's Advisory Board advises the Sheriff and not the County Administrator. Ms. Edmonds responded the Sheriff is an elected position. Mr. Robb replied neither the City Manager nor the Police Chief are elected. Mr. DuChene responded the City Manager is referring to the chain of command. Mr. Robb stated Council is the boss of the City Manager and asked if everything should be brought to Council.

Council Member Bashert moved, seconded by Council Member Vogt to change "Police Chief" in f and h to "City Manager", in 2.201 (a) change citizens to residents and the identification of the commission to Ypsilanti Police Advisory Commission throughout, and "President" to "Chair".

Mayor Pro-Tem Brown asked if the term "residents" would mean residents of the city only. Mr. DuChene responded it is not a resident's only complaint.

Council Member Murdock moved a friendly amendment to change "residents" to "community" in Section 2.201 (a).

Council Member Bashert accepted the friendly amendment.

Council Member Vogt accepted the friendly amendment.

On a roll call, the vote to amend Resolution No. 2017-230 was as follows:

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

VOTE:

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

Council Member Richardson stated in 2.204 (d) of the proposed ordinance to reschedule a regular meeting it must be done so in the previous regular meeting. Mr. DuChene responded that is required by the Open Meetings Act. Ms. Richardson stated sometimes things come up that would require the meeting be rescheduled. Mr. DuChene responded if a regular scheduled meeting that was adopted by the body is rescheduled it must be done in the previous scheduled meeting per the Open Meetings Act.

On a roll call, the vote to approve Resolution No. 2017-230 as amended 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

XI. <u>CONSENT AGENDA</u> – *Resolution No. 2017-232*

1. Resolution No. 2017-233, approving Traffic Control Order# 2017-09 to place "No Parking 10:00 p.m. to 6:00 a.m. signs on both sides of the driveway for dirt lot on S. Grove by the Border-to-Border Trail.

   RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

   THAT Traffic Control Order (TCO) #2017-09 to place "No Parking 10:00 p.m. to 6:00 a.m. signs on both sides of the driveway for dirt lot on S. Grove by the Border-to-Border Trail be approved.

2. Resolution No. 2017-234, approving Traffic Control Order# 2017-10 to install "Reserved Parking – Handicapped" sign and blue stripe symbol on pavement in front of 824 Harriet Street.

   RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

   THAT Traffic Control Order (TCO) #2017-10 to install "Reserved Parking – Handicapped" sign and blue stripe symbol on pavement in front of 824 Harriet Street.

3. Resolution No. 2017-235, postponing the approval of the purchase agreement with Norfolk for 220 N. Park.

   RESOLUTION TO POSTPONE CONSIDERATION OF PURCHASE AGREEMENT

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

   Whereas, on September 5, 2017, City Council considered Resolution No. 2017-195, concerning a purchase agreement with Norfolk Development for the sale of certain City-owned property located at 220 N. Park; and

   Whereas, at this meeting City Council held a public hearing and heard a presentation from the purchaser; and

   Whereas, City Council ultimately determined to postpone consideration of this resolution to a date certain of October 17, 2017 in order that the language of the purchase agreement be revised to provide for the negotiation and execution of a development agreement prior to conveyance; and

   Whereas, Norfolk has requested that consideration of Resolution No. 2017-195 be further postponed to the next available meeting in November;

   NOW THEREFORE BE IT RESOLVED that consideration of Resolution No. 2017-195 is postponed to the next regular meeting of City Council.

4. Resolution No. 2017-241, approving the Fireworks Display Permit for ACE Pyro, LLC on Behalf of Eastern Michigan University Athletic Department.

   RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

   WHEREAS, Andrew Espenshade of ACE Pyro, LLC, on behalf of the Eastern Michigan University Athletic Department has applied for a fireworks permit to allow a firework display at Eastern Michigan University Rynerson Stadium 799 North Hewitt Rd on November 2, 2017 and November 21, 2017 at approximately 7:00 p.m.; and

WHEREAS, ACE Pyro, LLC will operate the display and has obtained public liability insurance in the amount of $10,000,000 and has added the City of Ypsilanti as an additional insured.

THEREFORE, Be It Resolved that Ypsilanti City Council approves the Fireworks Display Permit to allow the requested display of fireworks on November 2, 2017 and November 21, 2017, subject to the inspection and approval of the Ypsilanti Fire Department.

5. Resolution No. 2017-242, reappointing John Gilbreath as Chief AHB Hearing Officer.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, City Manager Darwin McClary has appointed John S. Gilbreath Jr. P33945 as a City of Ypsilanti Administrative Hearings Officer for a two year term subject to the approval of City Council; and

WHEREAS, City Manager Darwin McClary has designated John S. Gilbreath Jr. P33945 as the City of Ypsilanti Chief Administrative Hearings Officer subject to the approval of City Council; and

WHEREAS, John S. Gilbreath Jr. meets the qualifications for the position as required by law; and

WHEREAS, the Ypsilanti City Council determines that John S. Gilbreath Jr. is qualified for the position of Chief Administrative Hearings Officer and desires to approve his appointment;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approves the two year appointment beginning November 3, 2017 of John S. Gilbreath Jr. as a City of Ypsilanti Administrative Hearings Officer and further approves that he be designated during his appointment as the Chief Administrative Hearings Officer.

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

On a roll call, the vote to approve Resolution No. 2017-232 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

XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

Council Member Bashert moved, seconded by Council Member Murdock to remove Resolution No. 2017-222 from the table.

On a roll call, the vote to reconsider Resolution No. 2017-222 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

1. Resolution No. 2017-222, approving appointment to Boards and Commissions.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

NAME	**BOARD**	**TERM EXPIRATION**
Amanda Marshall 413 S Hamilton Ypsilanti, MI 48197	**Parks and Recreation Commission**	**10/17/2020**

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

Council Member Richardson stated after reviewing her application her skills better match another commission. Mayor Edmonds replied she met with Ms. Marshall who expressed interest in serving with that commission. Ms. Richardson stated she would like to see skill sets matched with the appropriate commission.

On a roll call, the vote to approve Resolution No. 2017-222 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

Mayor Pro-Tem Brown moved, seconded by Council Member Vogt to extend the meeting until 11:00 p.m.

On a voice vote, the motion carried, and the meeting was extended until 11:00 p.m.

2. Resolution No. 2017-236, approving escrow agreement with Fidelity National Title.

   RESOLUTION APPROVING ESCROW AGREEMENT WITH FIDELITY NATIONAL TITLE

   IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that: the certain escrow agreement with Fidelity National Title, copy attached, is hereby approved and the city manager is authorized to sign the same, subject to the approval of the city attorney.

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

Mr. DuChene stated as Council is aware a purchase agreement has been approved with the International Village Development for the sale of the Water Street site. That agreement called for an earnest money deposit for the purpose of removing the property off of the market. $10,000 of the earnest money deposit is nonrefundable if the purchase agreement is terminated by the purchaser, or if a development agreement is not approved.

Council Member Murdock asked when the developer will begin the deposits. Mr. DuChene responded the escrow agent already has the first deposit.

Council Member Robb asked if the deposit is due the 20th of each month. Mr. DuChene responded he would need to verify that date.

Council Member Richardson asked what the limit for deposits is. Mr. DuChene responded deposits will occur every thirty days until the city closes on the sale of the property. Ms. Richardson asked if the all funds deposited are nonrefundable. Mr. DuChene responded only $10,000 is nonrefundable.

On a roll call, the vote to approve Resolution No. 2017-243 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. 2017-237, approving contract for Professional Legal Services – China Trip Funding Investigation.~~ **(moved and heard as item 7 of Section XII)**

3. Resolution No. 2017-243, approving processes for updating Council on the International Village Development **(added)**

   Whereas: The International Village is the largest development the city has considered in our history

   Whereas: The International Village potential is significant to both help or harm our city, depending on the outcomes of negotiations

   Whereas: There have been only 2 meetings and/or updates regarding this development since it was first presented to Council

Whereas: Council represents the voice of the citizens of Ypsilanti, their values, hopes, and concerns

Whereas: Council will be held responsible for the outcomes of the International Village process, negotiation, and outcomes

Whereas: Council needs more information about the ongoing process of negotiation to properly represent our constituents

Whereas: Staff has not responded to requests for updates and news regarding the process with the developer

Therefore be it resolved that a written report on the progress of the negotiations with the International Village be issued weekly, and

Therefore be it further resolved that a place on the City Council agenda under presentations, either in open or closed session if permissible, be dedicated to a discussion, and questions and answers about the International Village proposal and

Therefore be it further resolved: Council requests a full report be presented giving a background of the developer of International Village LLC that will include history of other developments and to date status of their investment and investor status, and

Therefore be it further resolved that any proposed development agreement with International Village be scheduled for a City Council meeting with a public hearing at which no vote will be taken, and

Therefore be it further resolved that any Brownfield Plan or other financial incentive that the City may grant be scheduled for a City Council meeting with a public hearing at which no vote will be taken.

OFFERED BY: Council Member Murdock
SECONDED BY: Council Member Vogt

Council Member Murdock stated it is clear the process being used for this development is flawed. The information flow to Council has not been adequate, and it needs to get a handle on this process.

Mayor Edmonds asked if it makes sense to receive this report during presentations. Council Member Murdock responded an agenda can be amended if a report will not fit during presentations.

Council Member Bashert asked for input from staff. Mr. McClary responded he does not have additional comments. Ms. Ernat stated she does not have additional comments other than to consider working sessions, and hold public hearings in which no votes are taken. This would be more productive and allow Council to get through more material. This could be done bi-weekly or once a month. Council Member Murdock responded City Council Meeting is generic and a work session would apply. It is important to have public comment at these meetings and allow time to digest material before having to place a vote.

Mayor Edmonds asked if every meeting should have a dedicated place for an update on this development. Council Member Murdock responded every meeting should give some type of report. His concern is for Council to be provided with a continual information flow.

Council Member Bashert stated work sessions will be helpful but if there is something outside of topic from that work session Council will want a report. It is not tolerable to receive items at the last moment before needing to be approved with little information to make a decision.

On a roll call, the vote to approve Resolution No. 2017-243 was as follows:

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

VOTE:

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

4. Resolution No. 2017-238, approving the recommendations from the Sustainability Commission for the working definition of sustainability.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti Sustainability Commission was created by ordinance of the city council on January 24, 2017, to create a model of sustainability for our community, prepare a sustainability plan, and prioritize sustainability policies, among other tasks; and

WHEREAS, to undertake its responsibilities delegated to it by ordinance, the Sustainability Commission must work with clear direction from the city council, including an approved working definition of the term 'sustainability' as its meaning is to be applied to the City of Ypsilanti; and

WHEREAS, the Sustainability Commission prepared and approved for recommendation to the city council a proposed working definition of 'sustainability';

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the following working definition of the term 'sustainability' as recommended by the Ypsilanti Sustainability Commission is hereby approved to guide the work of the commission:

> **"SUSTAINABILITY: Achieving a balance of ecological, social, and economic considerations to provide for an equitable path for the growth and improvement of our community in the uses of our resources, remaining conscious of the historical context, while ensuring the availability and vitality of those resources for future generations."**

OFFERED BY: Council Member Bashert
SECONDED BY: Council Member Vogt

Sustainability Commission Chair Keith Michalowski stated the Sustainability Commissions view is a structured view and planning view with a goal to shape the future. The Commission feels this is a sound definition and invited the committee chair to answer any questions. Tom Kovacs stated there are many definitions of sustainability and the commission felt it is necessary to define sustainability to understand its mission. There are certain commonalities in all definitions of sustainability which are the balance of ecological, social, and economic considerations.

Mayor Edmonds stated in the sustainability world resilience is becoming more of a framing term around this work.

Council Member Bashert stated it has been a pleasure to work with the Sustainability Commission. The energy, drive, and level of knowledge on that commission is amazing. She sees them putting into place a plan starting with keystones such as this definition. She expects a lot of policy moving from that commission.

On a roll call, the vote to approve Resolution No. 2017-238 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

5. Resolution No. 2017-239, approving recommendations from the Sustainability Commission for sustainable development requirements.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti Sustainability Commission was created by ordinance of the city council on January 24, 2017, to create a model of sustainability for our community, prepare a sustainability plan, and prioritize sustainability policies, among other tasks; and

WHEREAS, the Sustainability Commission has prepared recommendations for the city council to ensure all development within the city is sustainable development and is consistent with the working definition of sustainability approved by the commission and the city council; and

WHEREAS, the City Attorney has expressed concerns regarding the legality of some of the proposed regulations for sustainable development presented by the commission;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council hereby schedules the recommendation from the Sustainability Commission for establishment of certain requirements for sustainable development for further consideration at its November 9, 2017, regular meeting to address legal and other city staff concerns and to provide direction to the commission on any change to the requirements that may be desired by the city council.

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

Council Member Murdock moved a friendly amendment to change the November 9th date to the first meeting in November.

Council Member Bashert accepted the friendly amendment.

Mr. McClary stated the concerns provided by the Attorney's Office regarding some of the recommendations City Council would not have the authority to require in development. Council Member Richardson asked for clarification. Mr. DuChene explained that property tax relief and protection for low income and retired age residents raises two concerns. One the state sets the taxes and needs to operate within that statute and rent control is prohibited by the state. He has some drafting concerns regarding the stipulations set, such as "solar energy" which provides no definition for what that means.

Mayor Edmonds stated she is excited about this and it might be useful to hold a work session regarding this resolution.

Council Member Bashert stated this coincides with the formulation of a community benefits ordinance and any community benefits agreement the city makes with International Village. At the very least it gives a perspective of what the Sustainability Commission's priorities are, and would cover a lot of needs of the community.

Mayor Edmonds stated this is a start of a conversation and will like to dive into what the next steps are. Staff needs to examine how recommendations will fit into city plans already created, and those that will be created.

Council Member Bashert suggested postponing this vote to provide time for the Sustainability Commission and staff to answer questions. Mr. DuChene suggested instead of postponing just amend the resolution at a later date than the first meeting in November.

Council Member Bashert moved, seconded by Mayor Pro-Tem Brown to amend the Resolution to read the "before the end of the year", instead of the "first meeting in November".

Council Member Bashert asked if Mr. McClary has any thought regarding the motion. Mr. McClary asked if questions were going to be prepared during this meeting. Ms. Bashert responded no. Mr. McClary stated the intent was for Council to take this under consideration and at the next meeting Council would discuss any questions it had. Ms. Bashert will send out a request for questions to pose to the Sustainability Commission.

Council Member Murdock stated some of the questions go beyond the CBO and will require staff input.

On a roll call, the vote to amend Resolution No. 2017-239 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

On a roll call, the vote to approve Resolution No. 2017-239 as amended 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

6. Resolution No. 2017-244, rescheduling the November meetings to November 14th and November 28th. **(added)**

Council Member Bashert moved, seconded by Council Member Murdock to reschedule the November 7th and November 21st Regularly Council Meeting to November 14th and November 28th.

On a roll call, the vote to approve Resolution No. 2017-244, rescheduling of the November Council Meeting was as follows:

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

VOTE:

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

7. Resolution No. 2017-237, approving contract for Professional Legal Services – China Trip Funding Investigation.

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

Whereas City Council has initiated an investigation into the funding of an international trip of officials of the City of Ypsilanti; and

Whereas as part of this investigation, City Council (with the Mayor and Mayor Pro-tem absent) unanimously adopted Resolution 2017-229 on October 3, 2017, which authorized the City Manager and City Attorney to draft and publicize a request for proposal for investigation among Michigan law firms to conduct a full and complete investigation and report to City Council; and

Whereas, acting pursuant to this direction, an RFP was issued on October 5, 2017 and publicized by posting the City's webpage, BidNet, and the listserve for the Michigan Association of Municipal Attorneys; and

Whereas, sealed responses to this RFP were due to the City Clerk no later than 3 p.m. on Friday, October 13, 2017; and

Whereas, six properly submitted bids were accepted and received by staff and other was not accepted due to being not timely submitted and not sealed; and

Whereas, City Council, having reviewed these responses;

Now, Therefore, the Ypsilanti City Council authorizes and directs the City Manager, with the help and aid of the City Attorney, to engage with the firm __________________ to present a contract for legal services of special counsel as discussed and contemplated herein for City Council consideration.

Mr. DuChene stated the City received six timely sealed bids to act as special counsel. He stated he provided a summery that was included in the Council Packet.

Council Member Bashert asked what the decision making process was for the selection. Mr. DuChene responded the Attorney's Office is not making a recommendation. He advised if Council has enough information regarding this investigation it should take no action.

Council Member Vogt asked if the Attorney's Office or the City Manager have any thoughts about what firm should be selected. Mr. DuChene responded City Attorney Barr recommended Plato law firm. Council Member Bashert asked why. Mr. DuChene responded Mr. Barr has previously worked with Mr. Plato and he comes with high regard at a reasonable cost. However, he did not hear of any concerns regarding the other attorneys.

Council Member Bashert asked if all attorneys that submitted bids have background in investigations. Mr. DuChene responded in the affirmative.

Council Member Robb asked what the goal of this investigation is. If Council elects to perform an investigation and it is found that the two Council Members violated the charter will Council charge them with a misdemeanor. Mr. DuChene interjected Council has no authority to place charges. Mr. Robb stated Council the power to subpoena and can get information from International Village and the CSSA. He added those under investigation have the opportunity to offer information to help clear their name. This investigation can continue but Council needs to know what its goal is.

Council Member Robb moved, seconded by Council Member Bashert to extend the meeting until midnight.

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

Council Member Bashert asked if Council Member Robb is questioning Council's previous decision to perform an investigation or is the question what will happen after the investigation, or both. Council Member Robb responded he was satisfied with the hearings Council held on September 10th. Ms. Bashert asked if the question is will Council act once it has all the information. Mr. Robb asked why Council Member Bashert wants to have an investigation. Mr. DuChene responded the purpose of an investigation is to find out the facts. If Council believes it was enough information to take no action, then it should take no action.

Council Member Murdock stated if the direction of the investigation is to follow the money to find if the developer paid for the trip, either directly or indirectly. There is information indicating the International Village paid for the trip, which is verified by the CSSA. If that is true what should Council do, the ordinance only allows a fine of $500. However, it becomes a trust issue with that developer. There are documents Council can subpoena that could solidify what was learned during the investigations. The public can voice its concerns through the next election for the members of Council if it wishes. Mr. Murdock stated he is not sure what Council can get out of this investigation that it doesn't already know.

Council Member Bashert stated she works under the impression to trust and verify. So far Council knows what happened inside the city limits because of its own investigation. However, it is not known what happened outside the city limits other than what has been reported in the media. The media is asking the questions it wants answered not what Council wants answered. It is her responsibility to her constituents to get the whole picture to make an appropriate judgment. She added if it is appropriate Council could take action, however, she isn't sure what that would is. She wants the city to know Council has done its due diligence. Council Member Robb asked what Council Member Bashert would like to verify. Ms. Bashert replied she would like to verify who the check came from, that the consulate did not get involved, whether there was any contact with the consulate, if the money ever touched the student organization, and how intentionally the developer misled the city. This will assist in understanding where the city stands with the developer, and how to work together moving forward.

Council Member Vogt stated he believes in don't trust and verify. He believes in careful planning and evaluation in order to have a development based on the merits of the proposal not on trust. This investigation could uncover doubts on if the city should proceed with the development. He would still like to know certain things and does not want to assume anything. He would like to see special counsel depose Ms. Foster of the International Village. He would like to see the Mayor provide verification of when she received the email regarding the funding of the trip. He would also like to know if there were any conversations that this trip led to an understanding to effect a vote. Council Member Murdock interjected Council Member Vogt asked that question to everyone being investigated and received an answer. Mr. Vogt responded he asked city officials not the developer, or any other involved parties. If the developer is found to have done nothing wrong the city should not mistrust them. He said it should be relatively narrow investigation. Council Member Bashert agreed.

Council Member Richardson stated she would like to know all of the facts, and if the developer paid for the travel costs knowing it would be a violation of the city's ethics clause the city should walk away from the deal. She believes if staff went on the trip knowing the funding was provided by the developer than they need to go. She is not sure what discipline can be administered to the Mayor and Mayor Pro-Tem other than censure, but the city needs all the facts to make these decisions. Council Member Robb stated both Council Members Richardson and Vogt asked questions in which the answers were provided under sworn testimony, and he isn't sure what else they need. Ms. Richardson stated the facts of when the information was known is important to her making a decision.

Council Member Murdock asked if the development is going to put on hold while the investigation is being completed. Council Member Vogt responded no, and special counsel should be asked to complete the investigation promptly. Mr. Murdock asked if it is Council Member Vogt's intent to pause the development while the investigation is being completed. Mr. Vogt responded the city needs to select an available attorney that can complete the investigation promptly. He added it will be weeks not months.

Council Member Bashert stated the investigation will be well worth the cost. Council Member Vogt added any decisions Council makes about this development will be flawed unless this investigation is completed.

Council Member Robb stated this is putting off a conclusion, if Council wants to know a handful of things it can ask and be done quickly. Council Member Bashert responded there are people's reputations and careers that will be impacted be this investigation, and is important to the process. Council Member Vogt added surprises can come up that Council is not aware of through this investigation.

Council Member Bashert moved, seconded by Council Member Vogt to select Plato Law to complete the investigation.

Council Member Vogt stated the billable hours need to be limited. Also, the scope of the investigation needs to be narrowed to subjects and questions already mentioned by Council. He proposed the resolution be amended have the Attorney's Office negotiate a contract and to narrow the scope and limit hours.

Council Member Murdock stated the special counsel would respond to Council and not the City Manager.

Mr. DuChene asked Council to submit questions they want investigated by special counsel.

Council Member Bashert asked the amount of hours be limited to thirty-five. Council Member Richardson preferred forty hours. Council Member Robb asked if Council is more concerned with limiting the time of the investigation, or uncovering facts. Mr. Vogt replied if the investigation needs to go longer he wants a request for extension with reason, not just an attorney padding the bill. Mr. Robb stated the scope is not being limited. Mr. Vogt replied if the time is limited the scope also must be limited to things that really count. Mr. Robb asked if the attorney will decide what is important to Council. Mr. Vogt responded the attorney must produce results, and show what is being billed. Mr. Robb interjected that would not limit the scope of the investigation. Mr. Vogt disagreed because specific questions would be submitted to special counsel.

Council Member Bashert withdrew her motion.

Council Member Vogt withdrew his second.

Council Member Bashert moved, seconded by Council Member Vogt to contract with Plato Law for thirty-five hours with specific questions to submit to the Attorney's Office to forward to special counsel.

Council Member Robb asked if this is no longer Council's investigation. Council Member Vogt responded special counsel will work as Council's agent. Mr. Robb stated from what Council Member Vogt is saying special counsel will work through the City Attorney and not Council. Council Member Bashert stated the Attorney's Office is negotiating the contract but there has not been discussion regarding to whom special counsel would report. Mr. Robb stated whatever questions Council submits is part of that negotiation. Mr. DuChene suggested entering into a retainer agreement and workout with special counsel how Council is going to submit its questions.

Council Member Bashert withdrew her motion.

Council Member Vogt withdrew his motion.

Council Member Bashert moved, seconded by Council Member Vogt to direct the City Attorney to negotiate a contract with Plato Law Firm based on thirty-five hours of investigation.

On a roll call, the vote to approve the selection Plato Law Firm at 35 hours was as follows:

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

VOTE:

YES: 3 NO: 2 (Richardson, Murdock) ABSENT: 2 (Edmonds, Brown) VOTE: Failed

Council Member Richardson stated she voted no because she feels thirty-five hours is not enough time to complete the investigation. Council Member Bashert responded she based the motion on Plato's estimate of twenty-five to forty hours. Council Member Vogt asked what number of hours would be acceptable to Council Member Richardson. Ms. Richardson responded forty. Ms. Bashert stated she would accept that and is more concerned with moving this forward.

Council Member Robb asked how Council would go about requesting subpoenas. Mr. DuChene responded Council would need to direct the Attorney's Office to issue subpoenas, but if Council wishes to subpoena eternal staff he would advise to hire special counsel.

Council Member Murdock asked if the goal is to follow the money subpoenas would need to be issued to access the two accounts used by the CSSA. Council Member Robb stated it sounds like there are two Wayne State accounts, but it does not mean they do not have outside accounts. Mr. Murdock stated the account that cut the check, the travel agency used in the transactions, and Amy Foster and Global Capital bank records. If those documents are secured it would provide the information needed to move forward. Mr. DuChene clarified the request of financial information from all accounts from the CSSA, payment records from the travel agency, and Global Capital.

Council Member Vogt asked who would be subpoenaed to access information of when the Mayor saw the message from the student organization. Mr. DuChene responded LinkedIn. Council Member Robb stated that is not something he is concerned with because it does not involve the money trail. Mr. Vogt stated he does because it has Charter and statutory law implications. Mr. DuChene responded he would feel more comfortable if Council selected special counsel for that.

Council Member Murdock moved, seconded by Council Member Robb to direct the City Attorney to subpoena documents for the CSSA accounts at Wayne State, the Young's Travel Agency, and Global Capital and Amy Foster related to the trip to China.

Council Member Richardson asked if a friendly amendment could be made for that to be done be special counsel. Council Member Robb stated he would not accept that friendly amendment. Council Member Murdock stated he would also not accept that. He added if Council can secure these documents it should have enough evidence, and the information should be produced quicker.

Council Member Bashert called the question.

On a roll call, the vote to direct the Attorney's Office to issue subpoenas was as follows:

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

VOTE:

YES: 3 NO: 2 (Bashert, Richardson) ABSENT: 2 (Edmonds, Brown) VOTE: Failed

Council Member Murdock moved adjourn the meeting.

Mr. DuChene reminded Council of the need for the Closed Session.

Council Member Murdock moved, seconded by Council Member Robb to adjourn to Closed Session.

Council Member Bashert stated she would like to settle the issue of selecting special counsel.

On a roll call, the vote to adjourn to Closed Session was as follows:

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

VOTE:

YES: 2 NO: 3 (Bashert, Richardson, Vogt) ABSENT: 2 (Edmonds, Brown) VOTE: Failed

Council Member Murdock moved to adjourn the meeting.

With no support the motion failed.

Council Member Bashert moved, seconded by Council Member Vogt to direct the City Attorney to negotiate a contract with Plato Law Firm.

On a roll call, the vote to approve the selection Plato Law Firm was as follows:

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

VOTE:

YES: 3 NO: 2 (Richardson, Murdock) ABSENT: 2 (Edmonds, Brown) VOTE: Failed

Council Member Vogt moved, seconded by Council Member Murdock to reconsider the motion to adjourn to Closed Session.

On a roll call, the vote to adjourn into Closed Session was as follows:

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

VOTE:

YES: 5 NO: 0 ABSENT: 2 (Edmonds, Brown) VOTE: Carried

The meeting adjourned to Closed Session at 11:51 p.m.

XIII. <u>LIAISON REPORTS</u> –

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. <u>COUNCIL PROPOSED BUSINESS</u> –

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

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

Reschedule the November 7th Regular Council Meeting

XVI. <u>COMMUNICATIONS</u> –

- Traffic Review Board Minutes:
  - Approved August 1, 2017
  - Draft October 18, 2017
- The Untold History of Ypsilanti: Our Native American Past
- Native American Tribal Resources
- Sustainability Commission October 2, 2017 Draft Minutes

XVII. <u>AUDIENCE PARTICIPATION</u> –

XVIII. <u>REMARKS FROM THE MAYOR</u> –

XIX. <u>CLOSED SESSION</u> -

Closed Session for the purpose of discussing litigation strategy, pursuant to MCL 15.268(e)

XX. <u>ADJOURNMENT</u> –

Resolution No. 2017-240, adjourning the City Council meeting.

OFFERED BY: Council Member Vogt
SECONDED BY: Council Member Murdock

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.

On a voice vote, the motion carried, and the meeting adjourned at 12:16 a.m.

November 7, 2017

Frances McMullan
City Clerk
1 South Huron
Ypsilanti, MI 48197

RE: Special Assessments

In accordance with the City Charter Chapter, Special Assessments, Chapter 8.01. Article VIII. I hereby certify that the attached is a true copy of all Special Assessments, which are due and have remained unpaid as of October 31, 2017.

The City Council, at their next meeting, can authorize me to levy these unpaid bills on the December 2017 Tax Roll.

Sincerely,

Kimberly D. Teamer
City Treasurer

REQUEST FOR LEGISLATION
November 14, 2017

From: Kimberly D. Teamer, City Treasurer

Subject: Special Assessment

SUMMARY & BACKGROUND:

Bi-annually, unpaid weed removal, ordinance 624, sidewalk replacement and miscellaneous bills due to the City of Ypsilanti are added to the July/December tax roll.

All bills that remained unpaid for at least 30 days after the billing date are to be added to the July/December tax roll.

Once these items are added to the tax roll, they become a lien on the property in accordance with the City Charter, Special Assessments, Section 8.01 Article VIII.

Further, at tax settlement, in March the County pays the City for any unpaid items. Washtenaw County Treasurer's Office serves as the collection agent for the City.

Attachments: Listing of unpaid board ups, trash, weeds removal, ordinance 624's, graffiti, dangerous escrow and inspection, demolition and miscellaneous bills as of October 31, 2017 for the City of Ypsilanti.

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

RECOMMENDED ACTION: (Approval/Denial)

ATTACHMENTS: (contract, map, letter, etc.)

CITY MANAGER APPROVAL: ________________________ COUNCIL AGENDA DATE: _________

CITY MANAGER COMMENTS: __________________________

FISCAL SERVICES DIRECTOR APPROVAL: _____________________________________

Resolution No. 2017 - 247
November 13, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, that, the City Treasurer be authorized to levy and assess on the December 2017 tax roll the attached listing of unpaid bills totaling $26,821.67

Now therefore be it resolved that the Ypsilanti City Council approve these special assessments.

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

SPECIAL ASSESSMENT ROLL
CITY OF YPSILANTI
2017

109:	Trash	2,315.00
110:	Weed	8,690.00
112:	Rental Inspection	4,426.00
100:	Board Up	1,116.00
126:	Leaf Removal	125.00
8226:	Owen	4,249.82
8260:	Rec Park Drain	262.44
9729:	Tyler Dam Drain	5,637.41
Total Specials		**$26,821.67**

All Records
All Special Assessments
WINTER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-10-335-010	HAMMIG, MARK	100: BOARD UP	160.26
11-11-39-101-017	RNA OF ANN ARBOR INC	100: BOARD UP	196.70
11-11-39-101-017	RNA OF ANN ARBOR INC	100: BOARD UP	224.36
11-11-39-101-017	RNA OF ANN ARBOR INC	100: BOARD UP	334.52
11-11-39-285-014	BOONE, RODNEY JR	100: BOARD UP	200.16
11-11-04-265-001	AMERICAN CAMPUS COMMUNITI	109: TRASH	155.00
11-11-09-170-021	GUILLIOM, ALLISON	109: TRASH	110.00
11-11-10-262-005	NORTHWESTERN ENERGY INVES	109: TRASH	170.00
11-11-37-126-024	YPF 16 LLC	109: TRASH	120.00
11-11-37-126-024	YPF 16 LLC	109: TRASH	260.00
11-11-37-128-001	MAURICE & STEPHANIE HOMES	109: TRASH	350.00
11-11-37-151-009	MEADS TOPSY & BRUCE A	109: TRASH	290.00
11-11-39-426-028	RAAFLAUB DAVID	109: TRASH	260.00
11-11-39-433-009	TACKETT, DWAYNE	109: TRASH	70.00
11-11-40-112-013	JOHNSON, ERICK	109: TRASH	290.00
11-11-40-431-014	SALONI HOLDINGS LLC	109: TRASH	80.00
11-11-40-464-006	BEAL PROPERTIES, LLC	109: TRASH	80.00
11-11-40-480-018	BEAL PROPERTIES, LLC	109: TRASH	80.00
11-11-04-335-005	OESTERLING, CHRISTOPHER-J	110: WEEDS	135.00
11-11-04-481-003	SUTHERLAND, TIMOTHY S	110: WEEDS	180.00
11-11-09-112-017	JOHNSON ERICK	110: WEEDS	140.00
11-11-09-170-021	GUILLIOM, ALLISON	110: WEEDS	165.00
11-11-09-170-021	GUILLIOM, ALLISON	110: WEEDS	165.00
11-11-09-184-010	BORDIER-NOTESTINE, FRANCI	110: WEEDS	155.00
11-11-10-261-002	TEALL RONALD W	110: WEEDS	180.00
11-11-10-267-005	AHMAD-HILL, CAMERON-CYNTH	110: WEEDS	135.00
11-11-10-267-005	AHMAD-HILL, CAMERON-CYNTH	110: WEEDS	135.00
11-11-10-267-005	AHMAD-HILL, CAMERON-CYNTH	110: WEEDS	140.00
11-11-10-335-010	HAMMIG, MARK	110: WEEDS	140.00
11-11-10-335-010	HAMMIG, MARK	110: WEEDS	165.00
11-11-10-335-010	HAMMIG, MARK	110: WEEDS	180.00
11-11-10-355-038	KELLY, CLARK	110: WEEDS	165.00
11-11-10-360-020	CAMERON, SHENESA D	110: WEEDS	135.00
11-11-10-360-020	CAMERON, SHENESA D	110: WEEDS	165.00
11-11-37-105-003	MCGILL KEITH JR	110: WEEDS	175.00
11-11-37-129-007	TURNER JOSEPHINE	110: WEEDS	190.00
11-11-37-131-002	BROWN LOU ELLA	110: WEEDS	155.00
11-11-37-151-009	MEADS TOPSY & BRUCE A	110: WEEDS	190.00
11-11-37-153-012	SPARKS-NORTON, SHERRI-JAC	110: WEEDS	140.00
11-11-37-153-012	SPARKS-NORTON, SHERRI-JAC	110: WEEDS	165.00
11-11-37-154-001	ROOT, AARON	110: WEEDS	140.00
11-11-37-154-001	ROOT, AARON	110: WEEDS	165.00
11-11-39-101-017	RNA OF ANN ARBOR INC	110: WEEDS	155.00
11-11-39-145-048	KASS RYSZARD	110: WEEDS	165.00
11-11-39-160-023	ANDERS DEREK & TRUDY	110: WEEDS	165.00
11-11-39-165-014	BARFIELD, LISA	110: WEEDS	180.00
11-11-39-165-014	BARFIELD, LISA	110: WEEDS	205.00
11-11-39-167-007	TEKLEHAIMANOT, DAWIT	110: WEEDS	215.00
11-11-39-174-013	SHWEHDI ESTATES LLC	110: WEEDS	190.00
11-11-39-214-004	FOLEY DONALD K ,ETHAN K	110: WEEDS	140.00
11-11-39-214-004	FOLEY DONALD K ,ETHAN K	110: WEEDS	240.00
11-11-39-285-014	BOONE, RODNEY JR	110: WEEDS	150.00
11-11-39-285-014	BOONE, RODNEY JR	110: WEEDS	165.00
11-11-39-416-026	ELLIOTT, KRYSTALYNN	110: WEEDS	165.00
11-11-39-416-026	ELLIOTT, KRYSTALYNN	110: WEEDS	165.00
11-11-39-425-007	VAWTERS, GEORGIA	110: WEEDS	165.00
11-11-39-431-009	FANNIE MAE	110: WEEDS	165.00
11-11-39-440-007	CITY OF YPSILANTI	110: WEEDS	165.00
11-11-39-440-035	CROCKETT, REGINA	110: WEEDS	165.00
11-11-39-465-008	WHISENANT, ROBERT- FREIDA	110: WEEDS	150.00
11-11-39-465-008	WHISENANT, ROBERT- FREIDA	110: WEEDS	180.00
11-11-39-480-002	HUD	110: WEEDS	155.00
11-11-39-480-021	HENRY, ADAM	110: WEEDS	155.00
11-11-40-109-005	5 BY 5 LLC	110: WEEDS	165.00
11-11-40-160-006	SETERUS INC	110: WEEDS	155.00
11-11-40-163-024	PROPERTIES OF ANN ARBOR L	110: WEEDS	155.00
11-11-40-183-017	AJAR, LLC	110: WEEDS	155.00
11-11-40-430-015	CHIPARUS, CONSTANTIN-LUCI	110: WEEDS	165.00
11-11-40-463-044	HINZ, CRAIG	110: WEEDS	140.00
11-11-40-463-044	HINZ, CRAIG	110: WEEDS	165.00
11-11-40-463-044	HINZ, CRAIG	110: WEEDS	190.00
11-11-04-460-011	ZAUTCKE NATHAN J	112: RENTAL INSPEC	130.00
11-11-04-495-002	BEAL PROPERTIES LLC	112: RENTAL INSPEC	130.00
11-11-06-450-008	JUNCK-LONGSWORTH, SUSAN	112: RENTAL INSPEC	65.00
11-11-09-130-010	MCDONALD MALCOLM & PIZIAL	112: RENTAL INSPEC	126.00
11-11-09-191-009	SHOWCASE INVESTMENTS LLC	112: RENTAL INSPEC	65.00
11-11-09-405-002	MICHIGAN AVENUE LLC	112: RENTAL INSPEC	55.00
11-11-09-405-036	IINVESTMENT, LLC	112: RENTAL INSPEC	560.00
11-11-10-356-018	TESSIER CURTIS & TAMARA L	112: RENTAL INSPEC	55.00

All Records
All Special Assessments
WINTER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-37-151-016	FARRIS, KRISTINA	112: RENTAL INSPEC	55.00
11-11-37-151-020	MARKRAY TRACY	112: RENTAL INSPEC	55.00
11-11-37-156-003	LOFTHOUSE, COREY	112: RENTAL INSPEC	110.00
11-11-39-130-012	BEAL PROPERTIES LLC	112: RENTAL INSPEC	152.00
11-11-39-145-035	BEAL PROPERTIES, LLC	112: RENTAL INSPEC	126.00
11-11-39-165-001	WEST, CALVIN	112: RENTAL INSPEC	240.00
11-11-39-166-009	GRABLE, AARON	112: RENTAL INSPEC	240.00
11-11-39-168-023	FRANCOIS ALLEN	112: RENTAL INSPEC	120.00
11-11-39-415-006	WILLIAMS-FRANTZ, CLIFTON-	112: RENTAL INSPEC	240.00
11-11-39-427-021	ELLIOTT, ALICE	112: RENTAL INSPEC	55.00
11-11-39-440-028	VEASLEY MELVIN D	112: RENTAL INSPEC	55.00
11-11-39-440-031	SHEPARD-DARRABIE, FAITH-P	112: RENTAL INSPEC	120.00
11-11-40-108-008	YPF 16 LLC	112: RENTAL INSPEC	385.00
11-11-40-112-013	JOHNSON, ERICK	112: RENTAL INSPEC	55.00
11-11-40-164-018	RAJABI, REZA IRA	112: RENTAL INSPEC	110.00
11-11-40-164-021	SEARS, HENRIETTA A	112: RENTAL INSPEC	120.00
11-11-40-164-029	UNIVERSITY RENTAL, INC	112: RENTAL INSPEC	40.00
11-11-40-181-005	BEAL PROPERTIES, LLC	112: RENTAL INSPEC	55.00
11-11-40-189-014	ZHANG-HOWLAND, NIANNIAN-D	112: RENTAL INSPEC	65.00
11-11-40-311-017	FARHA, RAED	112: RENTAL INSPEC	110.00
11-11-40-416-001	115 BALLARD LLC	112: RENTAL INSPEC	252.00
11-11-40-416-014	BILGIN, REMZI-NILUFER	112: RENTAL INSPEC	55.00
11-11-40-431-002	BEAL INVESTMENT 1 LLC	112: RENTAL INSPEC	40.00
11-11-40-461-004	WENGER KAY	112: RENTAL INSPEC	220.00
11-11-40-464-017	DECKER, KEVIN	112: RENTAL INSPEC	165.00
11-11-39-167-008	VICK SAUNDRA L & TERRENCE	126: LEAF REMOVAL	65.00
11-11-39-431-013	MICHICALI EQUITES LLC	126: LEAF REMOVAL	60.00
11-11-05-309-010	NORWOOD, MIMI Y ESTATE	8226: OWEN	10.31
11-11-05-309-011	HAWLEY F GERARD	8226: OWEN	10.50
11-11-05-309-012	CURTIS, ANN	8226: OWEN	10.70
11-11-05-309-013	HOERNSCHEMEYER, CRAIG	8226: OWEN	10.90
11-11-05-309-014	NICHOLSON ELVA M	8226: OWEN	11.10
11-11-05-309-015	DESSELIER THOMAS D& ALICE	8226: OWEN	10.70
11-11-05-309-016	CRANDELL BRECK ARTHUR & M	8226: OWEN	10.11
11-11-05-309-018	SUTTON PATRICIA A	8226: OWEN	9.91
11-11-05-309-019	MORRIS ROBERT E	8226: OWEN	9.91
11-11-05-310-018	CARE HOMES	8226: OWEN	9.31
11-11-05-310-019	CORKINS FAMILY TRUST	8226: OWEN	9.51
11-11-05-310-020	KUHNS JEFFREY R & BALOGH	8226: OWEN	9.51
11-11-05-310-021	FOUND R E & WILLISTON J,T	8226: OWEN	9.51
11-11-05-310-024	REPASKY DAVID & LINDA	8226: OWEN	10.90
11-11-05-310-025	WELSH, WILLIAM	8226: OWEN	9.91
11-11-05-310-026	WELSH, WILLIAM F	8226: OWEN	10.11
11-11-05-310-031	OBERMEYER MAXE & THERESA	8226: OWEN	8.06
11-11-05-360-001	THIAM, ABDOU-ASTOU	8226: OWEN	13.95
11-11-05-360-003	RAMO PROPERTY LLC	8226: OWEN	10.79
11-11-05-360-004	RESZETAR NICOLAUS & SANDR	8226: OWEN	9.12
11-11-05-360-005	REDISSI, ZINE	8226: OWEN	9.31
11-11-05-360-006	MUSIL SAMANTHA A	8226: OWEN	9.71
11-11-05-360-014	CURRAN JAMES III	8226: OWEN	11.30
11-11-05-360-015	NUNN ALVIN	8226: OWEN	10.89
11-11-05-360-016	BROWN PAUL T & KAREN S, T	8226: OWEN	12.87
11-11-05-360-023	DICKERSON RICHARD F	8226: OWEN	8.31
11-11-05-362-004	CLARK ARLENE SUE	8226: OWEN	10.30
11-11-05-362-005	WALLGREN CHARLES & BARBAR	8226: OWEN	12.87
11-11-05-362-006	WAY CAROLYN A	8226: OWEN	12.48
11-11-05-362-007	WILCOX FRANKLIN & KIMBERL	8226: OWEN	12.48
11-11-05-362-008	MANCHESTER MICHAEL T	8226: OWEN	12.68
11-11-05-362-009	FLAGLER MIRIAM & MISKILL	8226: OWEN	9.11
11-11-05-362-010	DAHL NANCY	8226: OWEN	9.30
11-11-05-362-012	WILSON, SHAWNDELL	8226: OWEN	9.30
11-11-05-362-013	IRVINE ANDREW JASON	8226: OWEN	9.30
11-11-05-362-014	DUNN MICHAEL & DIANE	8226: OWEN	9.30
11-11-05-362-015	BEYER, EMILY	8226: OWEN	12.68
11-11-05-362-018	FARHA MAHMUD O	8226: OWEN	14.36
11-11-05-363-001	CIRCUS WASHTENAW, LLC	8226: OWEN	18.36
11-11-05-363-002	AGARWAL, ASHUTOSH	8226: OWEN	10.10
11-11-05-363-003	MADRIGAL MARISA	8226: OWEN	9.50
11-11-05-363-004	BRUXVOORT BRIAN & CHRISTI	8226: OWEN	9.50
11-11-05-363-005	MAITLAND-TOMLINSON, RACHE	8226: OWEN	9.50
11-11-05-363-006	ELY, DANIEL	8226: OWEN	9.50
11-11-05-363-007	CARTWRIGHT PATRICIA F	8226: OWEN	9.30
11-11-05-363-008	ZIPH BENJAMIN & SALLY	8226: OWEN	10.10
11-11-05-363-009	FISH BEVERLY & SMOOT RICH	8226: OWEN	10.10
11-11-05-363-010	FISH BEVERLY & SMOOT RICH	8226: OWEN	9.30
11-11-05-363-011	BIGGS, THOMAS-LEAH TRUST	8226: OWEN	9.30
11-11-05-363-012	BROAD JULIAN & FERGUSON C	8226: OWEN	8.51
11-11-05-363-013	MARTIN RUTH E	8226: OWEN	8.51
11-11-05-363-014	SHORT KEVIN K. & JANET M.	8226: OWEN	9.30

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-05-363-015	TAX PAYER	8226: OWEN	9.50
11-11-05-363-016	BABL KARL M	8226: OWEN	9.30
11-11-05-363-017	MUSA ENTERPRISES, LLC	8226: OWEN	8.51
11-11-05-363-018	MUSA ENTERPRISES, LLC	8226: OWEN	17.09
11-11-05-380-002	WYDERKO LAURA & WALTER P	8226: OWEN	9.70
11-11-05-380-003	RACZ BARNABAS	8226: OWEN	9.70
11-11-05-380-004	SAKSEWSKI-COX, SHANNON-ME	8226: OWEN	9.70
11-11-05-380-005	GRAVES, RUTH	8226: OWEN	9.70
11-11-05-380-006	MOELLER SUSAN E	8226: OWEN	9.70
11-11-05-380-007	HOPPE, RYAN-CRYSTAL	8226: OWEN	9.70
11-11-05-380-008	BLOMQUIST, JAMES SCOTT TR	8226: OWEN	9.70
11-11-05-380-009	NIEHAUS FRANK & MARY	8226: OWEN	9.70
11-11-05-380-010	BALDUF, SHARON	8226: OWEN	9.50
11-11-05-380-011	FARMER-LIBTOW, ALLEN-BRAD	8226: OWEN	9.50
11-11-05-380-012	HOPPER, ANDREW-CLAUDIA TR	8226: OWEN	9.50
11-11-05-380-013	TAGGART, ANDREW-LINDSEY	8226: OWEN	9.50
11-11-05-380-014	COLLER R DALE & ELIZABETH	8226: OWEN	9.50
11-11-05-380-015	BAUER HELEN C	8226: OWEN	16.84
11-11-05-380-016	CRATTY, SEAN-CHRISTINE	8226: OWEN	9.50
11-11-05-380-017	DYE, DAVID	8226: OWEN	9.50
11-11-05-380-018	BARR JOHN	8226: OWEN	9.70
11-11-05-380-019	BARR JOHN	8226: OWEN	9.50
11-11-05-381-001	BAKER, SHELLEY M	8226: OWEN	9.90
11-11-05-381-002	RUSINIAK KENNETH W	8226: OWEN	9.30
11-11-05-381-003	MYERS LAVERNE J	8226: OWEN	9.30
11-11-05-381-004	THORNTON NANCY & ZEFF LAU	8226: OWEN	9.30
11-11-05-381-005	WALKER, CAMERON-CAROLYN	8226: OWEN	9.50
11-11-05-381-006	EGGENBERGER JOHN & LINDA	8226: OWEN	9.70
11-11-05-381-007	SILVERBERG, STEPHEN	8226: OWEN	10.10
11-11-05-381-008	MUSSELMAN REX A	8226: OWEN	11.09
11-11-05-381-009	SZCZESNY, RYAN	8226: OWEN	10.10
11-11-05-381-010	BRIDGE, CONSTANCE	8226: OWEN	9.70
11-11-05-381-011	THOMPSON LUELLA I, TRUST	8226: OWEN	8.91
11-11-05-381-012	PARKER KAREN	8226: OWEN	9.11
11-11-05-381-013	BROCKMAN ALEXIS H & GENEV	8226: OWEN	9.11
11-11-05-381-014	HWANG TONG-DER & TSAI-PIN	8226: OWEN	9.50
11-11-05-381-015	SASTRE-BACON, MARIANO-MAU	8226: OWEN	9.30
11-11-05-381-016	FALAHEE RICHARD H	8226: OWEN	9.30
11-11-05-381-017	BENNETT NORMAJEAN & BERNI	8226: OWEN	9.30
11-11-05-381-018	HOEDEMA CLARA	8226: OWEN	9.30
11-11-05-381-019	ASHFAQ, SHOHZEB	8226: OWEN	9.90
11-11-05-382-001	PHEASANT RING	8226: OWEN	9.90
11-11-05-382-002	RYAN, MARTIN-AUSTIN	8226: OWEN	9.30
11-11-05-382-003	VUOCOLO GINA R	8226: OWEN	9.30
11-11-05-382-004	MASKILL CHARLES N & VIRGI	8226: OWEN	9.30
11-11-05-382-005	DUNN JOHN S JR	8226: OWEN	9.30
11-11-05-382-006	WARREN, JACOB	8226: OWEN	9.30
11-11-05-382-007	NORTHHAMPTON PROPERTIES	8226: OWEN	11.41
11-11-05-382-008	YOON JUNG SIK & DONG AE	8226: OWEN	13.31
11-11-05-382-009	YOON JUNG SIK & DONG AE	8226: OWEN	10.47
11-11-05-382-010	NORTHHAMPTON PROPERTIES	8226: OWEN	11.41
11-11-05-382-011	WRIGLEY, GARY	8226: OWEN	18.99
11-11-05-382-012	1420 WASHTENAW AVE LLC	8226: OWEN	23.09
11-11-05-383-001	ELLIPSE PROPERTIES LLC	8226: OWEN	16.46
11-11-05-383-002	RECKNAGEL, CAMERON	8226: OWEN	10.10
11-11-05-383-003	OTERO SYLVIA	8226: OWEN	9.11
11-11-05-383-004	HAUSHALTER DAVID	8226: OWEN	9.90
11-11-05-383-006	CARTER, RONA	8226: OWEN	8.51
11-11-05-383-007	WAITE, SONJA	8226: OWEN	8.51
11-11-05-383-010	HAAS, ROBERT-ANNE-ERIVAE	8226: OWEN	11.49
11-11-05-383-011	PICKETT, BARBARA MARIE	8226: OWEN	10.49
11-11-05-383-013	KETTLES, CHARLES TRUST	8226: OWEN	14.66
11-11-05-383-014	FREATMAN ELLIS & MARILYN	8226: OWEN	13.07
11-11-05-383-015	FRISCHMAN, SHARON-HOWARD	8226: OWEN	8.71
11-11-05-383-016	SAWAYA YOLANDA	8226: OWEN	8.71
11-11-05-383-019	HERITAGE MANAGEMENT LLC	8226: OWEN	12.36
11-11-05-383-020	HAYES MARK K & CAROL	8226: OWEN	12.87
11-11-05-383-021	CARL A DAILEY TRUSTEE	8226: OWEN	14.20
11-11-05-383-023	1305 WASHTENAW, LLC	8226: OWEN	11.41
11-11-05-383-024	IZIREIN EHI/DEBBY & AKE R	8226: OWEN	7.12
11-11-05-383-025	LANGENDERFER, JEREMY-SONG	8226: OWEN	6.92
11-11-05-384-001	TORREANO, BRADLEY	8226: OWEN	8.31
11-11-05-384-002	FRITSCH-MAKSUTOVA, ALLISO	8226: OWEN	8.31
11-11-05-384-003	HITCHINS DIANA	8226: OWEN	8.31
11-11-05-384-004	YERGEAU, MELANIE R	8226: OWEN	8.51
11-11-05-384-005	O'DAY KENNETH D & ADRIENN	8226: OWEN	8.91
11-11-05-384-006	BARSON JOEL & LEAH RENEE	8226: OWEN	8.91
11-11-05-384-007	JARVIS MICHELE & DOUGLAS	8226: OWEN	8.71
11-11-05-384-008	HALL JOHN & CAROL, TRUST	8226: OWEN	8.91

All Records
All Special Assessments
WINTER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-05-384-009	LASKOWSKI MARION	8226: OWEN	8.71
11-11-05-384-010	OTENG ROCKEFELLER A	8226: OWEN	8.71
11-11-05-385-001	KANTNER PERRY & DENISE	8226: OWEN	8.51
11-11-05-385-002	GRANT-BEVERLIN, JESSICA-B	8226: OWEN	8.31
11-11-05-385-003	MORAWSKI KELLY	8226: OWEN	8.31
11-11-05-385-004	SIMONELLI DAN, PAT, & CYN	8226: OWEN	8.31
11-11-05-385-005	ULCH THOMAS W, II	8226: OWEN	8.31
11-11-05-385-006	BROWER RAYMOND	8226: OWEN	8.71
11-11-05-385-007	MICHLING, TIMOTHY-DEBORAH	8226: OWEN	8.71
11-11-05-385-008	TROUT PATRICIA	8226: OWEN	8.71
11-11-05-385-009	COLANGELO, JOSEPH-TARYN	8226: OWEN	8.31
11-11-05-385-011	BASLER VIRGINIA	8226: OWEN	8.51
11-11-05-385-012	ORLOWSKI DANIEL & KRISTIN	8226: OWEN	8.31
11-11-05-385-013	MAES ERIC	8226: OWEN	8.31
11-11-05-385-014	PERALTA HUASCAR & MONIQUE	8226: OWEN	8.31
11-11-05-385-015	SHERBA, SYLVIA	8226: OWEN	8.31
11-11-05-385-016	HOLQUIST ARDEN CARL	8226: OWEN	9.50
11-11-05-385-017	BAER, KINDRA	8226: OWEN	9.50
11-11-05-385-018	BELCHER HAROLD C & PRENTI	8226: OWEN	8.51
11-11-05-385-019	LAURAIN JAMES M SR, TRUST	8226: OWEN	8.31
11-11-05-385-020	STUCKER, JILL R	8226: OWEN	8.51
11-11-05-386-001	RICCOBONO WILLIAM	8226: OWEN	9.70
11-11-05-386-002	ANDO HOWARD/WILKINSON JAN	8226: OWEN	9.50
11-11-05-386-004	THOMPSON, EUGENE	8226: OWEN	9.50
11-11-05-386-005	VLIET DONALD G	8226: OWEN	9.50
11-11-05-386-006	PETERSON ROGER	8226: OWEN	9.50
11-11-05-386-007	WICKERING, THEODORE-VICKY	8226: OWEN	9.50
11-11-05-386-008	CZAJKA, BRIAN A	8226: OWEN	9.50
11-11-05-386-009	PAPPAS MARK & SAKER MARIL	8226: OWEN	9.50
11-11-05-386-010	KORPAL BRIAN & SIBYL	8226: OWEN	9.50
11-11-05-386-011	BRUCE, TRACY	8226: OWEN	9.50
11-11-05-386-012	WINN JOHN H	8226: OWEN	9.90
11-11-05-386-013	BEAL PROPERTIES, LLC	8226: OWEN	9.90
11-11-05-386-014	GRANT, JOSEPH	8226: OWEN	9.90
11-11-05-386-015	PJM INVESTMENTS, LLC	8226: OWEN	9.90
11-11-05-386-016	PJM INVESTMENTS, LLC	8226: OWEN	9.90
11-11-05-386-017	PJM INVESTMENTS, LLC	8226: OWEN	9.90
11-11-05-386-018	MCLAUGHLIN PATRICK	8226: OWEN	9.90
11-11-05-386-019	WHITTER, ANGELA	8226: OWEN	9.90
11-11-05-386-021	THOMPSON DAVID & PHYLLIS	8226: OWEN	9.70
11-11-05-386-022	CRAWLEY ROBERT L. & SUSAN	8226: OWEN	9.70
11-11-05-386-023	MOREY JUDITH	8226: OWEN	8.44
11-11-05-455-017	AGARWAL, ASHUTOSH	8226: OWEN	10.69
11-11-05-455-018	SINGLE DAVID & ELLEANA	8226: OWEN	16.84
11-11-05-455-019	HUFFAKER VERNON P & MARGA	8226: OWEN	13.67
11-11-05-455-020	DUCHENE, DANIEL-JENNIFER	8226: OWEN	9.70
11-11-05-455-021	BUNTON EDWIN/KYLE J	8226: OWEN	9.30
11-11-05-460-007	MITCHELL, MATTHEW	8226: OWEN	9.70
11-11-05-460-008	GANNON-VAN MEIR, TOBI-SAR	8226: OWEN	9.70
11-11-05-460-009	SCHIMPP BYRON B	8226: OWEN	14.06
11-11-05-460-010	GATES, SHAWN	8226: OWEN	12.68
11-11-05-460-011	TIMES 3 VENTURES LLC	8226: OWEN	11.09
11-11-05-460-012	PEACH, JONATHAN	8226: OWEN	9.90
11-11-05-465-002	SHE, KAI	8226: OWEN	9.90
11-11-05-465-003	MOHAMMAD SYED NASIR	8226: OWEN	10.30
11-11-05-465-004	BANYAN SOBER LIVING OF MI	8226: OWEN	10.30
11-11-05-465-006	BANYAN SOBER LIVING OF MI	8226: OWEN	10.49
11-11-05-465-007	LINN ANDREA & SHANNA	8226: OWEN	16.05
11-11-05-465-008	DORAN-CLEVELAND, CONOR-RO	8226: OWEN	10.89
11-11-05-465-009	WOODSIDE WAYNE P & PATRIC	8226: OWEN	11.68
11-11-05-465-010	FIRST BAPTIST CHURCH	8226: OWEN	38.86
11-11-05-465-011	FIRST BAPTIST CHURCH	8226: OWEN	15.65
11-11-05-466-002	KASHAM AMIR	8226: OWEN	6.13
11-11-05-466-003	KASHAM HEYMAN	8226: OWEN	6.13
11-11-05-466-004	KASHAM HEYMAN	8226: OWEN	6.13
11-11-08-225-001	SAXTON WILLIAM ALAN	8226: OWEN	12.74
11-11-08-225-002	GRIFFIN ANDREW	8226: OWEN	8.11
11-11-08-225-003	DODD MICHAEL & MC CRACKEN	8226: OWEN	7.45
11-11-08-225-004	BRUNEAU KENNETH E & MICHA	8226: OWEN	7.32
11-11-08-225-005	LOUNSBERRY JEFFERY L,KATH	8226: OWEN	7.32
11-11-08-225-006	TAYLOR JEWELL A	8226: OWEN	7.32
11-11-08-225-007	ASHMORE JESSICA & LANG MA	8226: OWEN	7.58
11-11-08-225-008	BRANCH-GUINDI, NATHAN-SIL	8226: OWEN	7.58
11-11-08-225-009	GRIFFARD MARY C, TRUST	8226: OWEN	7.58
11-11-08-225-010	ELLIOT SCOTT,ELLIOT-UFFNE	8226: OWEN	9.57
11-11-08-225-011	CAHOURS GORDON & VIRGINIA	8226: OWEN	8.64
11-11-08-225-012	SULLIVAN-FISHER, JOHN-RAC	8226: OWEN	10.89
11-11-08-225-013	DONIGAN A & RICHARDS G	8226: OWEN	8.11
11-11-08-225-014	CONTI RALPH & GERRY	8226: OWEN	8.11

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-08-225-015	MCCULLOUGH, JOSHUA-KAREN	8226: OWEN	8.11
11-11-08-225-016	MCCOMB, CAMILLA	8226: OWEN	9.30
11-11-08-225-017	HENLEIN ANITA, TRUST	8226: OWEN	8.25
11-11-08-225-018	HENLEIN ANITA, TRUST	8226: OWEN	8.11
11-11-08-225-019	GEISER, JOHN C	8226: OWEN	7.85
11-11-08-225-020	BUEHRER, DAVID-JENNIFER	8226: OWEN	7.58
11-11-08-225-021	GEHERIN DAVID & DIANE	8226: OWEN	8.51
11-11-08-225-022	FRAKER, JOYCE E TRUST	8226: OWEN	8.25
11-11-08-225-023	BODARY MICHAEL V & KATHY	8226: OWEN	9.30
11-11-08-225-024	JOHNSON HEIDI N	8226: OWEN	7.58
11-11-08-226-001	CHOV PAUL BUTMOE	8226: OWEN	8.51
11-11-08-226-002	SAK BRIAN & HOUK SHERLYN	8226: OWEN	8.51
11-11-08-226-003	SCHEW LEAH & PETERSON KAT	8226: OWEN	8.51
11-11-08-226-004	RUSSELL JOHN	8226: OWEN	8.51
11-11-08-226-005	VUOCOLO, STEPHANIE TRUST	8226: OWEN	8.11
11-11-08-226-006	TYRA LORI B	8226: OWEN	8.11
11-11-08-226-007	HOLQUIST ARDEN CARL & SHI	8226: OWEN	8.91
11-11-08-226-008	HEE CHRISTOPHER E & JOANN	8226: OWEN	9.17
11-11-08-226-009	COLVIG MATTHEW R & ANNA C	8226: OWEN	8.64
11-11-08-226-010	SEPAC-MILLER, DIANA-JAYNE	8226: OWEN	8.25
11-11-08-226-011	LONGO DENNIS F. & EMMA L.	8226: OWEN	8.11
11-11-08-226-012	MORIN, JOHN P-CHRISTINE V	8226: OWEN	8.11
11-11-40-205-003	BRAUN-BUCKLESS, ZACHARY-C	8226: OWEN	8.11
11-11-40-205-004	YALAMANCHILI, PHANENDRA	8226: OWEN	7.85
11-11-40-205-005	THRASHER, DAVID E	8226: OWEN	7.85
11-11-40-205-006	MARTIN, BRUCE-JEWEL TRUST	8226: OWEN	7.85
11-11-40-205-014	J & C ENTERPRISES, LLC	8226: OWEN	7.72
11-11-40-205-015	AHLES TIMOTHY C.	8226: OWEN	7.85
11-11-40-205-016	CLINE MARTHA L TRUST	8226: OWEN	8.25
11-11-40-205-017	SIMMONS, JANET-STEPHEN	8226: OWEN	6.79
11-11-40-205-018	STEINKELLNER THOMAS & BET	8226: OWEN	6.92
11-11-40-205-019	PHILLIPS MILLARD D & DEAN	8226: OWEN	9.57
11-11-40-205-020	HARRELD-ANSARA, BRIAN-LIN	8226: OWEN	7.72
11-11-40-205-021	BELTSOS NICHOLAS	8226: OWEN	7.98
11-11-40-205-022	HOFFMAN MATTHEW T	8226: OWEN	7.98
11-11-40-205-023	NORTON CAROL J	8226: OWEN	7.98
11-11-40-205-024	MCCLEERY RYAN E & ABIGAIL	8226: OWEN	7.98
11-11-40-205-025	HELTUNEN, LORI	8226: OWEN	7.98
11-11-40-205-026	VICTOR CHRISTINE	8226: OWEN	7.98
11-11-40-205-027	DOYLE-CALLAN, KATHLEEN-MA	8226: OWEN	7.98
11-11-40-206-001	LAMBIE WILLIAM K	8226: OWEN	9.96
11-11-40-206-002	CHAPPELL SHARON C	8226: OWEN	8.38
11-11-40-206-003	ARNOLD NATHAN C & JAMIE L	8226: OWEN	8.91
11-11-40-206-004	LONGE, OLU VICTOR-OMOBOLA	8226: OWEN	10.36
11-11-40-206-005	BENGTSSON, MERETE	8226: OWEN	8.38
11-11-40-206-006	GREENE, ERIC-KIMBERLY	8226: OWEN	8.64
11-11-40-206-007	MILLS VALERIE L	8226: OWEN	10.63
11-11-40-206-008	GROVER, KIMBERLY-JULIA	8226: OWEN	10.89
11-11-40-206-009	RUSSIE STEVEN & LAURIE	8226: OWEN	8.25
11-11-40-206-010	RYAN, EOIN J -KARRY A	8226: OWEN	7.72
11-11-40-206-011	THOMAS HENRY E & ROSEMARI	8226: OWEN	7.85
11-11-40-206-012	HOLLAND PHILIP J & DAY AS	8226: OWEN	8.11
11-11-40-206-013	HOLLAND PHILIP J & DAY AS	8226: OWEN	7.98
11-11-40-206-014	ZEISBERG, MARIAH	8226: OWEN	10.76
11-11-40-206-015	POST ARLENE & RICHARD	8226: OWEN	8.25
11-11-40-206-016	SOYRING, AARON	8226: OWEN	8.11
11-11-40-206-017	THORBURN CATHY ANN	8226: OWEN	8.11
11-11-40-206-018	BANKS PAULINE	8226: OWEN	10.49
11-11-40-206-019	ROCKWOOD JANET	8226: OWEN	8.51
11-11-40-206-020	STARK, MARY D TRUST	8226: OWEN	8.25
11-11-40-206-021	JONES SYLVIA NORRIS	8226: OWEN	8.11
11-11-40-206-022	E TRADE	8226: OWEN	8.38
11-11-40-206-023	JOHNSON STEPHEN J-HEIDI N	8226: OWEN	8.11
11-11-40-206-024	NICKELS WILLIAM G & KAREN	8226: OWEN	10.23
11-11-40-207-002	REEVE-SANCH	8226: OWEN	8.25
11-11-40-207-003	LLOYD DONALD G & TREMONTE	8226: OWEN	10.49
11-11-40-207-004	TALIK, MICHAEL-JENNIFER	8226: OWEN	11.02
11-11-40-207-010	SCHIER CARL F & BETHEA SY	8226: OWEN	5.86
11-11-40-207-011	SCHIER CARL F & BETHEA SY	8226: OWEN	9.09
11-11-40-208-001	STRITMATTER DANNY,O'NIELL	8226: OWEN	8.38
11-11-40-208-002	HALLIWILL HUI-MIN & DAVID	8226: OWEN	7.98
11-11-40-208-003	KINCH DEREK & JENNIFER	8226: OWEN	8.25
11-11-40-208-004	CORBIN, SAMUEL-SAYRE	8226: OWEN	8.11
11-11-40-208-005	TOROK-DAVIS, AMBER-MARKUS	8226: OWEN	7.58
11-11-40-208-006	FLYNN BARBARA,TRUST	8226: OWEN	8.51
11-11-40-208-007	BEHM, TALLAK	8226: OWEN	9.17
11-11-40-208-008	SMITH ALAN L & LINDA K	8226: OWEN	9.83
11-11-40-208-009	JAROCH-STEENBERGH, NICK-S	8226: OWEN	7.72
11-11-40-208-010	JAROCH-STEENBERGH, NICK-S	8226: OWEN	7.72

All Records
All Special Assessments
WINTER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-40-209-001	LINDSAY-SKAGGS, HARRIET-K	8226: OWEN	8.38
11-11-40-209-002	LAW, JEREMY	8226: OWEN	7.58
11-11-40-209-003	POHRT NATASHA & KARL	8226: OWEN	7.58
11-11-40-209-004	VIS, RYAN	8226: OWEN	7.58
11-11-40-209-005	DAY ANYA-VICTORIA/POLJANA	8226: OWEN	7.58
11-11-40-209-006	CONLIN MAUREEN E	8226: OWEN	7.58
11-11-40-209-007	MARSH WILLIAM R & AUDREY	8226: OWEN	9.44
11-11-40-209-008	JEWETT MICHAEL	8226: OWEN	7.58
11-11-40-209-009	CHESTNUT-MEIJA, JAMES-MER	8226: OWEN	7.58
11-11-40-209-010	MOEHN, NANCY	8226: OWEN	7.58
11-11-40-209-011	BAXTER ANN MARIE	8226: OWEN	7.58
11-11-40-209-012	KEILS NANCY E	8226: OWEN	7.72
11-11-40-209-013	CASEY MATTHEW JOSEPH	8226: OWEN	7.58
11-11-40-209-014	GROVER, DONALD-KAREN	8226: OWEN	7.58
11-11-40-209-015	ALT WILLIAM J & MOLONEY A	8226: OWEN	7.58
11-11-40-209-016	JOESTEN, JEANNE	8226: OWEN	7.58
11-11-40-209-017	MCTAGUE-DORSEY, TRICIA-DU	8226: OWEN	7.58
11-11-40-209-018	BROWN JEFFREY D & MEGAN K	8226: OWEN	7.58
11-11-40-209-019	STUCHELL, LANCE-ELIZABETH	8226: OWEN	7.58
11-11-40-209-020	OGDEN MARIANNE	8226: OWEN	7.58
11-11-40-209-021	CRYDERMAN RAYMOND & BOMIA	8226: OWEN	7.58
11-11-40-209-022	CRAFT, GABRIEL-REBEKAH	8226: OWEN	7.98
11-11-40-209-023	WAUGH KATHERINE K	8226: OWEN	8.25
11-11-40-209-024	MCDONNELL ROBERT &KATHLEE	8226: OWEN	8.11
11-11-40-209-025	SOUTH MAIN CENTER LLC	8226: OWEN	9.30
11-11-40-209-026	URBAN, CHRISTOPHER-STEPHA	8226: OWEN	8.11
11-11-40-210-006	STEINKELLNER, BETH-THOMAS	8226: OWEN	7.72
11-11-40-210-007	CERCONE SUSAN	8226: OWEN	8.77
11-11-40-210-008	JENSEN, KELSEY	8226: OWEN	8.77
11-11-40-210-009	KLEIMOLA CHRISTINE N	8226: OWEN	7.72
11-11-40-210-010	GERSTLER BARBARA A	8226: OWEN	7.72
11-11-40-210-011	KERNOHAN MICHAEL D	8226: OWEN	7.72
11-11-40-210-012	SIKKENGA, KARL	8226: OWEN	8.25
11-11-40-210-013	SPENCER, ANDALYE	8226: OWEN	8.11
11-11-40-210-014	SONI VIVASVAN & SWINEY UR	8226: OWEN	8.11
11-11-40-210-015	IRVINE, CHRISTOPHER-STEPH	8226: OWEN	8.11
11-11-40-210-016	PEPPERMAN, KERRI L	8226: OWEN	8.25
11-11-40-210-017	BARRIOS, JAVIER	8226: OWEN	7.72
11-11-40-210-018	WEINBERG SYLVIA	8226: OWEN	7.72
11-11-40-210-019	WILLIAMS, MEGAN ELYSE	8226: OWEN	7.72
11-11-40-210-020	HIRSCHMAN JENNIFER	8226: OWEN	7.72
11-11-40-210-021	WEBER, KAREN	8226: OWEN	7.72
11-11-40-210-022	HOANG PHUONG	8226: OWEN	7.72
11-11-40-210-023	BLOWER DANIEL/MASSIE DAWN	8226: OWEN	7.72
11-11-40-280-007	WERNER-GRAY, KRISTEN-SEAN	8226: OWEN	7.98
11-11-40-280-008	KURTA-KRUMM, RACHEL-NATHA	8226: OWEN	7.58
11-11-40-280-009	WEDEL RICK A	8226: OWEN	7.58
11-11-40-280-010	KEY BANK	8226: OWEN	7.58
11-11-40-280-011	WATKINS KEVIN W & NANCY G	8226: OWEN	7.58
11-11-40-280-012	HATHAWAY, PAUL-MEGAN	8226: OWEN	7.58
11-11-40-280-013	NAPOLEON, DAVIDA	8226: OWEN	7.58
11-11-40-280-014	SPICER, TONY- DION- ERIN	8226: OWEN	8.25
11-11-40-280-015	FOX, GWENDALYN	8226: OWEN	8.11
11-11-40-280-016	BEST MARGARET	8226: OWEN	8.11
11-11-40-280-017	DEMMON-YOUNGS, SARAH-JASO	8226: OWEN	8.11
11-11-40-280-018	ALBERTSON, CAMMILA A	8226: OWEN	8.25
11-11-40-280-019	MURPHY COLIN T	8226: OWEN	7.58
11-11-40-280-020	BERMAN, KIRA	8226: OWEN	7.58
11-11-40-280-021	ROBINSON-FRIESS, JOSHUA-J	8226: OWEN	7.58
11-11-40-280-022	YOUNG, VIRGINIA	8226: OWEN	7.58
11-11-40-280-023	VARGO WILLIAM P	8226: OWEN	7.58
11-11-40-280-024	BREZA, JOSEPH-AMY	8226: OWEN	7.58
11-11-40-280-025	MARTIN, RYAN-LYDIA	8226: OWEN	7.98
11-11-40-281-004	SINKULE CHARLES WILIAM II	8226: OWEN	7.58
11-11-40-281-005	CLARKE, SHAUN	8226: OWEN	7.58
11-11-40-281-006	CLARKE, SHAUN	8226: OWEN	7.72
11-11-40-281-007	BINDER RICHARD & DOREEN H	8226: OWEN	7.72
11-11-40-281-008	DICKEY CLIFFORD	8226: OWEN	7.72
11-11-40-281-009	KILLIAN-WELZENBACH, SAMUE	8226: OWEN	7.72
11-11-40-281-010	COLLINS SUZANNE C/KRESS P	8226: OWEN	7.72
11-11-40-281-011	ICHESCO JON & CAROLE	8226: OWEN	7.72
11-11-40-281-012	THOMAS RICARDO	8226: OWEN	7.72
11-11-40-281-013	MONROE CHARLIE & LINDA	8226: OWEN	7.72
11-11-40-281-014	SELLMAN, ANDREA	8226: OWEN	7.72
11-11-40-281-015	BAKER LAURA C & SCOTT	8226: OWEN	7.58
11-11-40-281-016	CHERRY, GABRIEL	8226: OWEN	7.58
11-11-40-281-017	WEISS JOHN & SARAH,TRUST	8226: OWEN	7.58
11-11-40-281-018	VIDAL-JONES, DAVID-ALLISO	8226: OWEN	7.58
11-11-40-281-019	TOTH-CHERNIN, JANICE M	8226: OWEN	7.98

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-40-281-020	MCGOVERN EDWARD W & JESSI	8226: OWEN	7.98
11-11-40-281-021	KRAUSE STEVEN & WANNAMAKE	8226: OWEN	8.11
11-11-40-281-022	SHANNON, MARJORIE CAROL	8226: OWEN	8.11
11-11-40-281-023	TAYLOR, HAROLD-JUDY	8226: OWEN	10.49
11-11-40-282-001	HOPPE LARRY/KIM PORTER	8226: OWEN	9.70
11-11-40-282-002	GREFF MATTHEW & RENE	8226: OWEN	9.83
11-11-40-282-003	LIGGETT LUCY	8226: OWEN	9.30
11-11-40-282-004	VERMEULEN, LUKE-COLLEEN	8226: OWEN	8.91
11-11-40-282-005	HAMILTON KEVIN L & ANGELA	8226: OWEN	8.51
11-11-40-282-006	HAMILTON KEVIN L & ANGELA	8226: OWEN	8.51
11-11-40-282-007	FITZGERALD, SARA	8226: OWEN	7.72
11-11-40-282-008	CARLIER CAROLA & FORNOFF	8226: OWEN	7.72
11-11-40-282-009	RICHARDS, NATHAN-SARAH	8226: OWEN	7.72
11-11-40-282-010	BUTCHART JOSEPH T & AMY T	8226: OWEN	7.72
11-11-40-283-001	GABLE HAROLD L II & MELOD	8226: OWEN	8.38
11-11-40-283-002	HERNANDEZ, VIVIANA	8226: OWEN	8.38
11-11-40-283-003	SMITH HEIDI R	8226: OWEN	7.45
11-11-40-283-004	SHIELDS EILEEN	8226: OWEN	8.64
11-11-40-283-005	TWIGG ERIC	8226: OWEN	8.51
11-11-40-283-006	PECK, PATRICK	8226: OWEN	7.98
11-11-40-283-007	VANKEMPEN, CRAIG	8226: OWEN	7.85
11-11-40-283-008	HAINEN, ANDREW	8226: OWEN	7.72
11-11-40-283-009	DOORLAG MARK H & LESLIE A	8226: OWEN	7.45
11-11-40-283-010	BROWN KEITH	8226: OWEN	7.45
11-11-40-283-011	ROGERS BRANDON	8226: OWEN	7.45
11-11-40-283-012	ALDERDYCE ARDITH	8226: OWEN	7.45
11-11-40-284-001	PUGSLEY DARCY	8226: OWEN	9.04
11-11-40-284-002	THOMPSON, WENDY	8226: OWEN	9.30
11-11-40-284-003	CLISHAM CATHLEEN JANE	8226: OWEN	7.45
11-11-40-284-004	GRONLUND, LYNDA	8226: OWEN	7.45
11-11-40-284-005	GRONLUND, LYNDA	8226: OWEN	7.45
11-11-40-284-006	VANDER MEULEN THOMAS & SA	8226: OWEN	7.45
11-11-40-284-007	DUFF THOMAS E & CRISTINE	8226: OWEN	7.45
11-11-40-284-008	TRIPP ANGELA S	8226: OWEN	7.45
11-11-40-284-009	BAER, SHANNON	8226: OWEN	7.45
11-11-40-284-010	COLOHAN, HEATHER	8226: OWEN	7.45
11-11-40-284-014	HILLEGONDS, KAREN	8226: OWEN	6.53
11-11-40-284-015	ZAHN DIANE	8226: OWEN	6.66
11-11-40-284-016	BURCHETT PATRICIA L, TRUS	8226: OWEN	8.25
11-11-40-284-017	JEFFRIES-LENT, DAVID-JO	8226: OWEN	8.25
11-11-40-284-018	LENT JO L & JEFFRIES DAVI	8226: OWEN	8.25
11-11-40-284-019	OTENG ROCKEFELLER	8226: OWEN	8.25
11-11-40-284-021	VARSTA, MARKUS	8226: OWEN	7.45
11-11-40-284-022	CARACCIOLO KARRI L	8226: OWEN	7.85
11-11-40-285-007	HAWLEY DARRELL W & ANGELA	8226: OWEN	7.72
11-11-40-285-008	OUTLAND DARLENE L	8226: OWEN	7.72
11-11-40-285-009	HENRY, JOSEPH-KAREN	8226: OWEN	7.72
11-11-40-285-010	ROBERTS JOYCE A	8226: OWEN	7.72
11-11-40-285-011	SCHOOLMASTER DONALD R SR.	8226: OWEN	7.72
11-11-40-285-012	SANSBURY JENNIFER F & R G	8226: OWEN	7.72
11-11-40-285-013	GARBONDEN MARY S	8226: OWEN	7.72
11-11-40-285-014	MOELLERING MARK	8226: OWEN	7.45
11-11-40-285-015	CARBONE JAMES A & LORETTA	8226: OWEN	7.45
11-11-40-285-016	LIEDERBACH JEFFREY AND PA	8226: OWEN	7.45
11-11-40-285-017	MCPARLAND, SHANE	8226: OWEN	8.25
11-11-40-285-018	HELVEY RONALD ABBOTT	8226: OWEN	7.45
11-11-40-285-019	WEISE CAROL L & RUSSELL J	8226: OWEN	7.45
11-11-40-285-020	BYE P.J.	8226: OWEN	7.45
11-11-40-285-023	FNMA	8226: OWEN	7.72
11-11-40-285-024	CHRYSTA H CHERRIE	8226: OWEN	7.72
11-11-40-285-025	PLOOF, MICHAEL	8226: OWEN	7.72
11-11-40-285-026	CAWETZKA BRUCE & MARTHA	8226: OWEN	7.72
11-11-40-285-027	CAWETZKA BRUCE & MARTHA	8226: OWEN	7.72
11-11-40-305-001	JACOB, KRISTA MARIE-ZACHA	8226: OWEN	6.66
11-11-40-305-002	LOREE JOHN, TRUST	8226: OWEN	7.32
11-11-40-305-003	FRY MICHAEL D & LYCAN ARI	8226: OWEN	7.32
11-11-40-305-004	KOCHAN, CHRISTINE	8226: OWEN	7.45
11-11-40-306-001	HIXSON STEVEN	8226: OWEN	7.45
11-11-40-306-002	CARPENTER TERRY & JOHANNA	8226: OWEN	7.45
11-11-40-306-003	MONGER JAMES C & NATANIA	8226: OWEN	7.45
11-11-40-306-004	WRIGHT AMY	8226: OWEN	7.45
11-11-40-306-005	PEARSON, DEBORAH	8226: OWEN	7.45
11-11-40-306-006	VANDERMEULEN DENNIS & JE	8226: OWEN	7.45
11-11-40-306-007	MAYRENT RANDI	8226: OWEN	7.45
11-11-40-306-008	HIGNITE LORI	8226: OWEN	7.45
11-11-40-306-009	PREVOST ROBERT A	8226: OWEN	7.19
11-11-40-306-010	PREVOST ROBERT A	8226: OWEN	9.57
11-11-40-306-014	TOUCHBERRY ROBERT E & JUL	8226: OWEN	10.23
11-11-40-307-001	CLARK JUSTIN L & TORI R	8226: OWEN	9.30

All Records
All Special Assessments
WINTER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-40-307-002	JUDGE JUSTIN	8226: OWEN	7.45
11-11-40-307-003	HOLLINGSWORTH ALTON/PICKA	8226: OWEN	7.45
11-11-40-307-004	BRAY TAMARA L	8226: OWEN	7.45
11-11-40-307-005	BURNSIDE, JESSICA	8226: OWEN	8.64
11-11-40-307-006	INUGI, YASUHARU-YUMI	8226: OWEN	7.98
11-11-40-307-007	COMMISSARIS, CAROLYN	8226: OWEN	7.72
11-11-40-307-008	YATES, TERA	8226: OWEN	7.45
11-11-40-307-009	SMITH DEBBIE D & DONLAN B	8226: OWEN	7.45
11-11-40-307-010	ICHESCO, MICHAEL TRUST	8226: OWEN	7.45
11-11-40-307-011	VELEZ-FELIX DAVID	8226: OWEN	9.30
11-11-40-307-012	PUTZU, CAREN	8226: OWEN	7.45
11-11-40-307-013	LIMMER MICHAEL L	8226: OWEN	7.45
11-11-40-310-004	FRYE MARY LEE	8226: OWEN	8.51
11-11-40-310-005	CHRISTENSEN NANCY	8226: OWEN	8.51
11-11-40-310-006	CHOBERKA, ERICA	8226: OWEN	8.51
11-11-40-310-007	JONES ROBERT D II & DANIE	8226: OWEN	8.51
11-11-40-310-008	EIFERT, GEORGIE	8226: OWEN	8.51
11-11-40-310-009	CONROY-KRUEGER, MAX-ALLIS	8226: OWEN	8.51
11-11-40-310-010	BALDWIN, SHELLY	8226: OWEN	8.51
11-11-40-310-011	NOLLENDORFS GUNARS	8226: OWEN	8.51
11-11-40-310-012	MANGUS DONALD E & RACHEL	8226: OWEN	8.51
11-11-40-310-013	RYAN EOIN J & KERRY A	8226: OWEN	8.51
11-11-40-310-014	HASENAU J. JAMES	8226: OWEN	8.25
11-11-40-433-010	COLLINS, NANCY A	8226: OWEN	7.85
11-11-40-433-011	WOODWARD, NICHOLE	8226: OWEN	7.85
11-11-39-145-018	FUSSEY, SCOTT	8260: REC PARK DRAIN	20.96
11-11-39-145-019	DZIAK ANNE J	8260: REC PARK DRAIN	11.16
11-11-39-145-020	TRAPP RONALD & MARGARET	8260: REC PARK DRAIN	14.89
11-11-39-145-043	SAVOY, LAWRENCE-MARLY	8260: REC PARK DRAIN	18.16
11-11-39-145-044	NIENHUIS, JACOB-MIRIAM	8260: REC PARK DRAIN	18.16
11-11-39-145-045	KASS RYSZARD	8260: REC PARK DRAIN	11.16
11-11-39-145-046	KASS RYSZARD	8260: REC PARK DRAIN	11.16
11-11-39-145-047	KASS RYSZARD	8260: REC PARK DRAIN	11.16
11-11-39-145-048	KASS RYSZARD	8260: REC PARK DRAIN	11.16
11-11-39-214-004	FOLEY DONALD K ,ETHAN K	8260: REC PARK DRAIN	11.63
11-11-40-312-013	HEADS-TENBUSCH, BYRON-JES	8260: REC PARK DRAIN	10.69
11-11-40-357-004	MOORE DARYL	8260: REC PARK DRAIN	16.29
11-11-40-357-005	GRISHAM MAURICE & SHEILA	8260: REC PARK DRAIN	15.36
11-11-40-357-006	THIEL, JULIA	8260: REC PARK DRAIN	15.83
11-11-40-357-007	SCHIPPERS JOHN & ERICA	8260: REC PARK DRAIN	17.00
11-11-40-357-009	COSTANZO-VENTURA, LORINDA	8260: REC PARK DRAIN	11.86
11-11-40-357-010	KOLEWSKI, NICHOLAS A	8260: REC PARK DRAIN	11.86
11-11-40-357-011	DAKOTA ASSET SERVICES LLC	8260: REC PARK DRAIN	12.09
11-11-40-357-012	SCHIPPERS JOHN L & ERICA	8260: REC PARK DRAIN	11.86
11-11-03-325-001	ALLISON, DANA J-SAMUEL A	9729: TYLER DAM DRAIN	69.55
11-11-03-325-002	GRAZIANO, NICHOLAS L	9729: TYLER DAM DRAIN	54.27
11-11-03-325-003	WALDENMYER, CHERYL	9729: TYLER DAM DRAIN	212.20
11-11-03-325-004	SWEENEY, TERRENCE B	9729: TYLER DAM DRAIN	80.55
11-11-03-325-005	RUMBERGER, ROBERT E	9729: TYLER DAM DRAIN	40.13
11-11-03-325-006	LAU, DUANE-LINDA	9729: TYLER DAM DRAIN	39.40
11-11-03-326-001	KETEYIAN, JUSTIN-MEGAN	9729: TYLER DAM DRAIN	41.49
11-11-03-326-002	FOLDENAUER, JEFFREY D	9729: TYLER DAM DRAIN	41.49
11-11-03-326-003	GIESKE, ERIC	9729: TYLER DAM DRAIN	41.49
11-11-03-326-004	SAVICKAS, ANN	9729: TYLER DAM DRAIN	41.49
11-11-03-326-005	TOWEY, TIMOTHY PATRICK	9729: TYLER DAM DRAIN	41.57
11-11-03-326-006	WHITEHEAD, RODNEY DANTEE	9729: TYLER DAM DRAIN	41.57
11-11-03-326-007	LEWIS, JAMES-PATRICIA	9729: TYLER DAM DRAIN	41.57
11-11-03-326-008	LOW, ERIC	9729: TYLER DAM DRAIN	41.57
11-11-03-326-009	DORAN, MICHAEL- LAURA	9729: TYLER DAM DRAIN	41.57
11-11-03-326-011	MEGGISON, DANIEL L-JACQUE	9729: TYLER DAM DRAIN	41.57
11-11-03-326-012	STALEY-EATON, TUCKER-MADE	9729: TYLER DAM DRAIN	41.57
11-11-03-326-013	BELLOWS-ALBERTS, CHRISTIN	9729: TYLER DAM DRAIN	41.57
11-11-03-326-014	BODE, AMANDA	9729: TYLER DAM DRAIN	41.57
11-11-03-326-015	HOLLIDAY, MATHEW - SARA	9729: TYLER DAM DRAIN	41.57
11-11-03-326-016	ELSWICK, CLINTON-LYNN	9729: TYLER DAM DRAIN	41.57
11-11-03-326-017	STOELT, ELIZABETH	9729: TYLER DAM DRAIN	41.57
11-11-03-326-018	WITT, RONALD-STEVEN	9729: TYLER DAM DRAIN	41.57
11-11-03-326-019	ROSS, ANDREW-CARRIE TRUST	9729: TYLER DAM DRAIN	41.57
11-11-03-326-020	BENYA, WENDELIEN K-JEFFRE	9729: TYLER DAM DRAIN	41.57
11-11-03-326-021	ASHER, DONALD A-NANCY L	9729: TYLER DAM DRAIN	41.57
11-11-03-326-022	KITCHEN, KIRK	9729: TYLER DAM DRAIN	41.16
11-11-03-326-023	CRANDELL, SYLVA MAY	9729: TYLER DAM DRAIN	43.44
11-11-03-327-001	MEHLHAFF, KYLE	9729: TYLER DAM DRAIN	48.75
11-11-03-327-002	MEHLHAFF, KYLE R	9729: TYLER DAM DRAIN	48.13
11-11-03-327-003	SCHWEMELEY, TYLER	9729: TYLER DAM DRAIN	48.12
11-11-03-327-004	HULSE, NETA TRUST	9729: TYLER DAM DRAIN	48.11
11-11-03-327-005	MCCLEMENS, BRIAN S	9729: TYLER DAM DRAIN	48.11
11-11-03-327-006	BROWNING, ARLIE- MARY	9729: TYLER DAM DRAIN	48.10
11-11-03-327-007	THOMPSON, JOHNNY J-BYERS	9729: TYLER DAM DRAIN	43.42

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-03-327-008	CHARTER, CARYN	9729: TYLER DAM DRAIN	43.42
11-11-03-327-009	ELDY, PATRICIA A	9729: TYLER DAM DRAIN	43.42
11-11-03-327-010	WELCH, CARRIE L	9729: TYLER DAM DRAIN	43.43
11-11-03-327-014	THOMASTON, SHARON D	9729: TYLER DAM DRAIN	41.58
11-11-03-327-015	MIESEL, VADA M	9729: TYLER DAM DRAIN	41.08
11-11-03-327-017	YEO, ERICA J	9729: TYLER DAM DRAIN	40.34
11-11-03-327-018	HICKS-TRUMMEL, DAVID-MICH	9729: TYLER DAM DRAIN	39.71
11-11-03-327-019	BENTRUM, CURT-KIMBERLY	9729: TYLER DAM DRAIN	39.84
11-11-03-327-020	ALNEV-LOW, LILLIAN-GREGG	9729: TYLER DAM DRAIN	42.12
11-11-03-327-021	COX-SANDON, MORGAN-CHRIST	9729: TYLER DAM DRAIN	43.73
11-11-03-327-022	TREPOD, CHARLES	9729: TYLER DAM DRAIN	43.72
11-11-03-327-023	WESTON, LAUREN	9729: TYLER DAM DRAIN	43.72
11-11-03-327-024	DONNELLY, MICHAEL	9729: TYLER DAM DRAIN	43.72
11-11-03-327-025	GYDE, GERALD-THERESA	9729: TYLER DAM DRAIN	43.71
11-11-03-327-026	BERGERON, MICHAEL	9729: TYLER DAM DRAIN	43.71
11-11-03-327-027	LAPONSA-HERZOG, SARAH-JUS	9729: TYLER DAM DRAIN	43.64
11-11-03-327-028	CARON, SEAN	9729: TYLER DAM DRAIN	41.65
11-11-03-327-029	ROTTET, VALERIE E	9729: TYLER DAM DRAIN	41.64
11-11-03-327-030	KENNEDY-ALLEN, COLLEEN-JO	9729: TYLER DAM DRAIN	41.64
11-11-03-327-031	LONDY, THOMAS	9729: TYLER DAM DRAIN	41.63
11-11-03-327-032	EVANS, SENEQUA	9729: TYLER DAM DRAIN	41.62
11-11-03-327-033	ROSE, JOHNNY, LILLIAN, DI	9729: TYLER DAM DRAIN	41.61
11-11-03-327-034	BOWLER, CHERYL L	9729: TYLER DAM DRAIN	41.61
11-11-03-327-035	GOINGS, MIKE	9729: TYLER DAM DRAIN	41.60
11-11-03-327-036	HEATLIE NOLA	9729: TYLER DAM DRAIN	41.59
11-11-03-327-037	HILDEBRANDT LISA M	9729: TYLER DAM DRAIN	43.40
11-11-03-327-038	HILDEBRANDT LISA M	9729: TYLER DAM DRAIN	40.19
11-11-03-327-040	SAUL LISA M & CEMAZAR DEA	9729: TYLER DAM DRAIN	64.17
11-11-03-330-001	TRAVIS BRUCE RICHARD & C	9729: TYLER DAM DRAIN	44.00
11-11-03-330-002	KINNUNEN MIKKO & NICOLE	9729: TYLER DAM DRAIN	43.67
11-11-03-330-003	WILSON, MATHEW-KRISTEN	9729: TYLER DAM DRAIN	43.70
11-11-03-330-004	MEGILL JENNIFER L	9729: TYLER DAM DRAIN	43.72
11-11-03-330-005	MORRIS PATRICK	9729: TYLER DAM DRAIN	44.75
11-11-03-330-006	LATINI JOHN & EILEEN	9729: TYLER DAM DRAIN	44.75
11-11-03-330-007	LEONE, VIRGINIA A	9729: TYLER DAM DRAIN	41.72
11-11-03-330-008	GERVAIS IONE,TRUST	9729: TYLER DAM DRAIN	44.07
11-11-03-330-009	KNUTSON GORDON & LUISE	9729: TYLER DAM DRAIN	53.89
11-11-03-330-010	ZELLO, JAMES-EILEEN TRUST	9729: TYLER DAM DRAIN	44.56
11-11-03-330-011	BAKER TRACY M & COLLINS A	9729: TYLER DAM DRAIN	45.15
11-11-03-330-012	HARRINGTON, BENJAMIN	9729: TYLER DAM DRAIN	44.63
11-11-03-330-013	KRAMP ERIC C & KATHERINE	9729: TYLER DAM DRAIN	43.29
11-11-03-330-014	ELLER MICHAEL S & REBECCA	9729: TYLER DAM DRAIN	43.12
11-11-03-330-015	ROE ROBERT P. & LINDA L.	9729: TYLER DAM DRAIN	42.53
11-11-03-330-017	SMOLARZ MICHAEL	9729: TYLER DAM DRAIN	47.65
11-11-03-330-018	NAMATEVS MARK & BRYANT JO	9729: TYLER DAM DRAIN	50.16
11-11-03-330-019	WINTERS WILLIAM DOUGLAS	9729: TYLER DAM DRAIN	47.00
11-11-03-330-020	JASMUND ANDRE & JUDITH A	9729: TYLER DAM DRAIN	47.01
11-11-03-330-021	MYERS-DONNELLY, CHRISTOPH	9729: TYLER DAM DRAIN	45.86
11-11-03-330-022	KOTCHER ALLEN & DAWN	9729: TYLER DAM DRAIN	41.05
11-11-03-330-023	MOORE, LYNN K	9729: TYLER DAM DRAIN	52.56
11-11-03-330-024	CUDNEY, MARYVONNE	9729: TYLER DAM DRAIN	47.28
11-11-03-330-025	PHILLIPS MARK J	9729: TYLER DAM DRAIN	47.29
11-11-03-330-026	TRUHN IRENE K	9729: TYLER DAM DRAIN	47.29
11-11-03-330-027	BAILEY NANCY JANE	9729: TYLER DAM DRAIN	47.29
11-11-03-330-028	TODD HARVY & SARAH	9729: TYLER DAM DRAIN	47.30
11-11-03-330-031	O & M PROPERTIES LLC	9729: TYLER DAM DRAIN	41.57
11-11-03-330-032	WALLACE LEAH	9729: TYLER DAM DRAIN	41.57
11-11-03-330-033	BEAMER NATHANIEL	9729: TYLER DAM DRAIN	41.58
11-11-03-330-034	SWEET, EVAN	9729: TYLER DAM DRAIN	41.58
11-11-03-330-035	ST. CLARE OF ASSISI EPISC	9729: TYLER DAM DRAIN	47.30
11-11-03-330-036	DAUMER ELISABETH D	9729: TYLER DAM DRAIN	48.29
11-11-03-335-009	BRYANT, ZACHERY	9729: TYLER DAM DRAIN	36.79
11-11-03-335-013	SIMMONS CHRIS & SPEIDEL R	9729: TYLER DAM DRAIN	50.76
11-11-03-335-014	MCGILL DAVID R & CLARK MA	9729: TYLER DAM DRAIN	43.45
11-11-03-335-015	MCGILL DAVID R & CLARK MA	9729: TYLER DAM DRAIN	77.24
11-11-03-376-001	ZINI, ROSS	9729: TYLER DAM DRAIN	41.52
11-11-03-376-002	JOAQUIN CAROLINE M	9729: TYLER DAM DRAIN	39.28
11-11-03-376-008	KUMMET DAVID J & KARI A	9729: TYLER DAM DRAIN	38.42
11-11-03-376-009	CASSETTA, JERED	9729: TYLER DAM DRAIN	43.43
11-11-03-376-010	CLEMENTS JANE E	9729: TYLER DAM DRAIN	41.97
11-11-03-376-011	ROWE-FRY, MARK-LAUREN	9729: TYLER DAM DRAIN	42.83
11-11-03-376-012	GREAVES JENNIFER K, TRUST	9729: TYLER DAM DRAIN	40.97
11-11-03-376-013	SHEMON PAUL & DAWN	9729: TYLER DAM DRAIN	36.24
11-11-03-376-017	RENDA-SCHMIDT, MARY-PATRI	9729: TYLER DAM DRAIN	36.15
11-11-03-376-018	BURKI, JESSICA-JEHAN	9729: TYLER DAM DRAIN	40.19
11-11-03-376-019	COUGHLIN DEANNA & RICHARD	9729: TYLER DAM DRAIN	43.01
11-11-03-376-020	PARSON DAVID F & PAULETT	9729: TYLER DAM DRAIN	40.71
11-11-03-376-021	MOREY, DARLENE S	9729: TYLER DAM DRAIN	42.69
11-11-03-376-022	ELLIOTT STEVEN R & ELIZAB	9729: TYLER DAM DRAIN	42.97

All Records
All Special Assessments
WINTER SEASON

Parcel No	Owners Name	Sp. Assessment	Amount
11-11-03-376-023	PARIN, FAMILY TRUST	9729: TYLER DAM DRAIN	35.79
11-11-03-377-003	RETTIE MACKENZI K	9729: TYLER DAM DRAIN	35.93
11-11-03-377-004	THORNBURGH, ERIC	9729: TYLER DAM DRAIN	41.81
11-11-03-377-005	BRANDOW DARLENE E	9729: TYLER DAM DRAIN	42.21
11-11-03-377-006	SEARS, WILLIAM	9729: TYLER DAM DRAIN	40.48
11-11-03-377-007	FANSLOW ROBT L	9729: TYLER DAM DRAIN	43.59
11-11-03-377-008	MULLALOND CATHERINE & MAR	9729: TYLER DAM DRAIN	42.19
11-11-03-377-009	MITCHELL JILL	9729: TYLER DAM DRAIN	36.00
11-11-03-377-015	CAUDILL, CLYDE-JANICE EST	9729: TYLER DAM DRAIN	43.54
11-11-03-377-016	LATINI JAMES P	9729: TYLER DAM DRAIN	52.31

Totals for 100 BOARD UP	Count: 5	1,116.00
Totals for 109 TRASH	Count: 13	2,315.00
Totals for 110 WEEDS	Count: 53	8,690.00
Totals for 112 RENTAL INSPEC	Count: 33	4,426.00
Totals for 126 LEAF REMOVAL	Count: 2	125.00
Totals for 8226 OWEN	Count: 472	4,249.82
Totals for 8260 REC PARK DRAIN	Count: 19	262.44
Totals for 9729 TYLER DAM DRAIN	Count: 124	5,637.41
Grand Totals	Count: 721	26,821.67

REQUEST FOR LEGISLATION

From: Stan Kirton, Director of Public Services   Date: November 14, 2017

Subject: Agreement with Orchard, Hiltz & McCliment, Inc. for Design Engineering Services for the Intersection of Prospect and Maus

Summary and Background:

The plaintiffs in the CIL vs. The City of Ypsilanti have identified this intersection as a remediation priority. In order to comply with their request and per the consent agreement the City needs to address the plaintiff's request. This intersection was not done as part of the Prospect Road PRIP Project. The intersection of Prospect and Maus requires the reconstruction of all four quadrants in order to meet ADA compliance. The improvements will require relocation of at least one utility pole, select sidewalk, sidewalk ramp, and select curb replacement, and pedestrian push button relocation. Grading and/or permanent easements will be required for the project. Due to the utility conflicts and potential need for easements, the City would like to start the design engineering phase in the fall of 2017 to allow construction to begin in mid-summer/fall 2018 (FY18/19).

The FY 2017-2018 budget account #202-7-9064-975-00 has allocated $35,000.00 for the design engineering services needed for this project.

Orchard, Hiltz and McCliment (OHM) has provided an exemplary level of service to the City of Ypsilanti on similar improvement projects, and possesses a depth of experience with the infrastructure in the project area. Therefore, I recommend hiring OHM to provide design engineering services for this project at a lump sum cost of $26,750.00.

Attachments: OHM Proposal
Recommended Action: Approval

Date Received: ____November 8, 2017_____Agenda Item No.: __2017-248__

City Manager Comments: ____

For Agenda of _November 14, 2017 Finance Director Approval _____________

Council Action Taken: ____

Resolution No. 2017-248
November13, 2017

A RESOLUTION OF THE CITY OF YPSILANTI:

WHEREAS, the Plaintiffs in the CIL vs. City of Ypsilanti have identified the intersection of Prospect and Maus for priority remediation of the ADA ramps; and

WHEREAS, it is necessary to secure design engineering services to comply with the remediation request from the Plaintiffs and keep this project on schedule for the 2018-2019 construction year;

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

NOW, THEREFORE, BE IT RESOLVED THAT the City Council approves the proposal for design engineering services with Orchard, Hiltz & McCliment, Inc., 34000 Plymouth Road, Livonia, MI at a lump sum cost of $26,750.00; and

THAT, the cost for the design engineering for this project be expended from account # 202-7-9064-975-00 in the FY2017-2018 Budget; and

THAT the Mayor and City Clerk are authorized to sign this proposal, subject to review and approval by the City Attorney; and

THAT the City Manager is authorized to sign any change orders that may be needed to maintain the project's schedule, subject to review and approval by the City Attorney.

OFFERED BY:______________________________________

SUPPORTED BY: ______________________________________

YES: **NO:** **ABSENT:** **VOTE:**

ARCHITECTS. ENGINEERS. PLANNERS.

OHM Advancing Communities℠

October 2, 2017

City of Ypsilanti
One South Huron Street
Ypsilanti, Michigan 48197

Attention: **Mr. Stan Kirton, Director DPS**

Regarding: **City of Ypsilanti**
Proposal for Engineering Design Services
Prospect and Maus Intersection Improvements

Dear Mr. Kirton:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for engineering design services for the Prospect and Maus intersection improvement project.

PROJECT UNDERSTANDING

The intersection of Prospect and Maus requires reconstruction in order to meet ADA compliance at all four quadrants. The improvements will require relocation of at least one utility pole, sidewalk, sidewalk ramp, and curb reconstruction, and pedestrian push button relocation. It is likely that grading and/or permanent easements will be required for the project. Due to the utility conflicts and potential need for easements, the City would like to begin the design engineering phase in the fall of 2017 to allow construction to begin in mid-summer 2018 (FY 18/19).

SCOPE OF SERVICE

These services provide the necessary professional engineering to develop a complete bid package for the construction of the facilities noted above and establish detailed estimated project construction costs. Specific tasks include:

- Intersection Design
    - Collect topographic survey for the project area and 200-feet beyond the intersection limits in all directions for use in the design.
    - Prepare horizontal and vertical alignments to meet AASHTO criteria establish tie in points for each leg of the intersection.
    - Prepare detail grade of the intersection to meet ADA requirements.
    - Prepare storm sewer revisions as necessary to accommodate drainage.
    - Prepare Maintenance of Traffic plans for the project. These plans will include pedestrian detours and associated signage.
    - Prepare Signing and Pavement marking plans for the project.
    - The plans for the project are anticipated to include the following sheets:
        - Title Sheet
        - Miscellaneous Detail Sheets

        - Note Sheet
        - Legend Sheet
        - Witness and Benchmark (Survey Information) Sheet
        - Removal and Construction Sheets
        - Detail Grade Sheets
        - Soil Erosion and Sedimentation Control Sheet
        - Traffic Signal Plans
        - Maintenance of Traffic Sheets
        - Permanent Signing Plans
        - Pavement Marking Plans
    - Prepare a contract book including City of Ypsilanti front end specifications, required bid forms and detailed technical specifications for the work proposed above.
- Utilities
    - Contact existing private utilities to request information on facilities contained within the right-of-way which may be impacted by the project.
    - Plot existing utilities in the survey files.
    - Correspond with utility companies for verification of facilities and contact information.
    - Review the project for conflicts with existing utilities.
    - Provide follow-up coordination for utilities impacted by the project, which require relocation.
- Meetings
    - We anticipate the following meetings for this project:
        - Project kick-off meeting
        - Utility Meeting
        - Preliminary and Final Plan review meetings with City staff
        - Planning Commission meeting to fulfill complete streets ordinance requirement
- Permits
    - It is anticipated the following permits will be required for the project. The effort associated with obtaining the permits is included in the scope. Permit fees will be the responsibility of the City.
        - Washtenaw County Soil Erosion and Sedimentation Control (SESC)
- Easements
    - It is anticipated construction and/or permanent easements will be required for the project. The effort associated with preparing up to four easement documents is included in the scope. Coordination with the property owners to obtain the permits is the responsibility of the City.

SCHEDULE

Final plans and specifications will be available for bidding in March of 2018. We anticipate the City will bid the project in March/April of 2018. This will allow for a contract award in April/May. Construction would be scheduled to start after July 1, 2018.

FEE SCHEDULE

OHM proposes to provide the professional design services outlined above for a lump sum cost of $26,750.00.

BASIS OF PAYMENT

OHM will invoice the City on a monthly basis in accordance with the continuing services agreement between OHM and the City.

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

Sincerely,

OHM Advisors

[redacted]

Director of Municipal Engineering

Cc: Mr. Darwin McClary, City Manager
Marcus McNamara, OHM
File

P:\0000_0100\0094170050_Prospect_Maus\PM\Proposal\Prospect_Maus.docx

REQUEST FOR LEGISLATION
November 14, 2017

To: City Manager, Mayor, and Council

From: Beth Ernat, Director of Community and Economic Development

Subject: Neighborhood Enterprise Zone Application – 406 North Hamilton St

---

SUMMARY & BACKGROUND: On August 20, 2015 city council adopted a resolution to proceed with the creation of a Neighborhood Enterprise Zone (NEZ) for the Southwest Gateway Area (attached). A NEZ provides a tax incentive for the development. The Rehabilitation Tax Rate will freeze the value of the building for 15 years. The land will be taxed at the current city homestead tax rate of approximately 66 mills and not be frozen.

The City Council enacted the NEZ at their April 16, 2016 meeting and set a policy on how to approve and award each certificate (attached). The policy states that any investment over $11,501 should be given a 15 year incentive.

On October 30, 2017 the Community Development Department received an application from Ms. Lillie Covington. Ms. Covington plans to construct a garage 406 S. Hamilton Street. The total investment will be approximately $26,600 which will add approximately $10,752 in value to the home after construction.

Ms. Covington has met the conditions to qualify for a NEZ Certificate at 406 S. Hamilton St and is requesting a certificate of 15 years be granted.

The approximate savings over the 15 years for the property owner is $9,500.

ATTACHMENTS: NEZ District Map and Resolution

RECOMMENDED ACTION: Staff recommends approval of the resolution to award the NEZ Certificate to 406 S. Hamilton St.

CITY MANAGER APPROVAL: ____________________ COUNCIL AGENDA DATE: 11/13/17

CITY MANAGER COMMENTS: ____________________

FISCAL SERVICES DIRECTOR APPROVAL: ____________________

Resolution No. 2017 - 249
November 13, 2017

RESOLUTION APPROVING AN APPLICATION FOR
A NEIGHBORHOOD ENTERPRIZE ZONE HOMESTEAD FACILITY CERTIFICATE
FOR LILLIE COVINGTON 406 S. HURON ST, YPSILANTI MI

WHEREAS, the City Council of the City of Ypsilanti established a Neighborhood Enterprise Zone on April 16, 2016 as required under PA 147 of 1992 after a public hearing held on April 16, 2016; and

WHEREAS, the homeowner Lillie Covington is not delinquent on any taxes related to the home, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ypsilanti and hereby is granted a Neighborhood Enterprise Zone Rehabilitation Exemption for property owned by Lillie Covington located at 406 S. Hamilton Street, Ypsilanti MI 48197 for a period of 15 years, beginning December 31, 2017, and ending December 30, 2032, pursuant to the provisions of PA 147 of 1992, as amended.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

REQUEST FOR LEGISLATION
November 10, 2017

To: City Manager, Mayor, and Council

From: Beth Ernat, Director of Community and Economic Development

Subject: 220 N. Park – RFQ-Purchase Agreement

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

Staff and the review committee have recommended Norforlk Development Corporation as the qualified developer for the property.

In September, Council delayed consideration of the Purchase Agreement with concerns expressed about the proposed design and density of the project.

The original Purchase Agreement proposed had a due diligence period and proceeded to closing if there were no objections to the diligence. This was unacceptable to Council. Since the last meeting, Assistant City Attorney Dan DuChene worked with Norfolk group attorney to create language to require a Development Agreement prior to closing. The 90-day purchase agreement allows the developer to complete due diligence and prepare a site plan to be reviewed by Council prior to the Planning process. The governmental approval period remains at 12 months.

New Language: 5. Development Agreement/Inspection Period/Approval Period.
(a) Inspection Period. Commencing on the date the last party signs this Agreement
(a) Development Agreement. Commencing on the date the last party signs this Agreement, Purchaser and Seller shall have a period of ninety (90) days ("Development Agreement Period") to negotiate, prepare, approve and execute, between Purchaser and Seller, 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 on or before expiration of the Development Agreement Period, 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, the Deposit shall be returned to Purchaser in full and this Agreement shall be deemed terminated. Purchaser agrees that the Development Agreement will address, in part, provisions relating to minimum investment in development, a site plan for the development with particular attention to density and location of units, affordable housing requirements, sustainability and the use of 'green energy,' the search for and selection of local contractors, and the dedication of public infrastructure improvements with particular attention to road design and traffic circulation. Purchaser further agrees that the Development Agreement shall survive Closing. 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 between Seller and Purchaser of the Development Agreement

(b) Inspection Period. Upon expiration of the Development Agreement Period,

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

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

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

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

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

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

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

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

RECOMMENDED ACTION: Staff recommends approval of the selection of Norfolk Group, LLC. Additionally staff recommends Council direct the Mayor and City Clerk to enter into a Purchase Agreement with Norfolk Group for the property at 220 N. Park Street for the purposes negotiating a development agreement for a residential development.

ATTACHMENTS: Updated Purchase Agreement.

CITY MANAGER APPROVAL: ______________________ COUNCIL AGENDA DATE: __________

CITY MANAGER COMMENTS: ______________________

FISCAL SERVICES DIRECTOR APPROVAL: ______________________

City of Ypsilanti
Pride. Diversity. Heritage.

Resolution No. 2017 - 259
November 14, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

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

WHEREAS, in order to proceed with site design and development plans a Purchase Agreement has been created with 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 Agreement for the property located at 220 N. Park with Norfolk Group, LLC.

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

PURCHASE AND SALE AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

5. Development Agreement/Inspection Period/Approval Period.

(a) Development Agreement. Commencing on the date the last party signs this Agreement, Purchaser and Seller shall have a period of ninety (90) days ("Development Agreement Period") to negotiate, prepare, approve and execute, between Purchaser and Seller, 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 on or before expiration of the Development Agreement Period, 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, the Deposit shall be returned to Purchaser in full and this Agreement shall be deemed terminated. Purchaser agrees that the Development Agreement will address, in part, provisions relating to minimum investment in development, a site plan for the development with particular attention to density and location of units, affordable housing requirements, sustainability and the use of 'green energy,' the search for and selection of local contractors, and the dedication of public infrastructure improvements with particular attention to road design and traffic circulation. Purchaser further agrees that the Development Agreement shall survive Closing. 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 between Seller and Purchaser of the Development Agreement

(b) Inspection Period. Upon expiration of the Development Agreement Period, Purchaser, its agents and employees, shall have a period of ninety (90) days to conduct such inspections, investigations, appraisals and tests of the Property as Purchaser shall desire in order to satisfy itself as to the physical and economic condition of the Property and suitability thereof ("Inspection Period"). If Purchaser, in its sole discretion, decides that the physical or economic condition or suitability of the Property is unsatisfactory, Purchaser may at its option terminate this Agreement prior to expiration of the Inspection Period and receive a prompt refund of the Deposit. If upon expiration of the Inspection Period the Purchaser elects to proceed hereunder with obtaining all requisite governmental approvals to develop the Property for Purchaser's Intended Use (as defined below), the Purchaser shall provide Seller written notice of Purchaser's intent prior to expiration of the Inspection Period. If Purchaser does not notify the Seller of Purchaser's intention to proceed hereunder prior to expiration of the Inspection Period, the Purchaser shall be deemed to have elected not to proceed with the purchase of the Property hereunder and the Deposit shall be returned to Purchaser in full and this Agreement shall be deemed terminated. Within ten (10) days from the date the last party signs this Agreement as to the following items (a) through (d), and within five (5) business days of the date of Purchaser's written request as to the following item (e), Seller shall cause to be delivered to Purchaser a copy of each of the following if in Seller's possession or control: (a) all plans and specifications relating to the Property; (b) all soil boring tests relating to the Property;

(c) all reports, studies, tests and plans relating to the present condition of the Property including, without limitation, any environmental problems and/or conditions relating thereto, or the redevelopment of the Property; (d) any and all communications within the past four years to or from any governmental or quasi-governmental bodies or utility companies relating to the physical condition of the Property, including without limitation any environmental problems and/or conditions relating thereto, the roads or utilities servicing the Property or the redevelopment of the Property; and (e) such other items as the Purchaser may reasonably request.

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

Purchaser agrees that if Purchaser terminates this Agreement as provided in this paragraph 5(b), Purchaser shall provide any and all material third-party documentation and reports of the physical and environmental condition of the Property that is has obtained or caused to be produced during the Inspection Period within ten (10) business days of such termination. Failure of Purchaser to so perform shall be considered a default of Purchaser and Seller shall be entitled to the full amount of the Deposit from Seller.

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

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

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

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

(c) Right of Entry. Seller shall extend all reasonable cooperation to Purchaser, its agents and employees, to facilitate such inspections, investigations, appraisals and tests and hereby grants to Purchaser, Purchaser's attorneys, engineers, employees, contractors and subcontractors, a temporary easement during the term of the Inspection Period to gain entry to the Property to survey and inspect the Property and to perform such soil and other engineering tests and studies thereon as Purchaser reasonably deems necessary or desirable, including without limitation soil borings. Such cooperation includes providing notice of such entry to any and all tenants of the Property. Purchaser shall give Seller reasonable notice whenever it desires to inspect the Property, and Seller shall have the right to be present whenever such inspections occur.

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

6. Title and Survey.

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

(i) waive its objections to and accept title subject to such encumbrances or exceptions; or

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

Encumbrances or exceptions to title shown on the Title Commitment to which Purchaser does not object, or which with Purchaser's consent are waived and accepted or insured over are referred to as the “Permitted Exceptions”. The Title Commitment shall also commit the Title Insurer to delete the preprinted or so-called “standard” exceptions. The Seller shall deliver to Title Insurer such instruments, documents, indemnities and releases as the Title Insurer shall reasonably require to obtain the deletions of those preprinted exceptions. The Title Commitment shall be endorsed by the Title Insurer as of the date of each Closing. Concurrently with each Closing, Seller shall pay for a policy of title insurance to be issued pursuant to the Title Commitment, in the full amount of the Purchase Price for the Property as provided herein, insuring Purchaser’s land contract vendees interest in the Property, subject only to the Permitted Exceptions.

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

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

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

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

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

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

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

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

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

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

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

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

8. Closing.

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

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

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

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

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

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

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

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

(c) Subsequent to Closing, Purchaser agrees to enter into a five (5) year agreement with Seller, wherein Purchaser agrees to compensate Seller an additional One Thousand and 00/100 ($1,000.00) Dollars per additional residential unit that is approved by all requisite governmental entities for development on Property that is not otherwise considered in the Purchase Price (as described in paragraph 3 of this Agreement) at Closing (Post Closing Agreement). This Post Closing Agreement shall be entered by and between the parties at Closing or within 10 business days thereof. The obligation of this Post Closing Agreement shall survive closing.

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

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

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

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

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

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

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

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

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

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

11. Default.

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

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

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

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

14. <u>General Provisions</u>.

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

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

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

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

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

If to Purchaser:

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

With a copy to:

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

If to Seller:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

(SIGNATURE PAGE(S) FOLLOWS)

Exhibit List:

A - Legal Description of Real Estate

B - Purchasers Response to Seller's RFQ

(SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT)

WITNESSES:

PURCHASER:

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

____

By: ____
James A. Franke, President

____

Dated: ____________________

WITNESSES:

SELLER:

CITY OF YPSILANTI

By: ____

____

Amanda Edmonds, Mayor

____

Dated: ____________________

By: ____

____

Frances McMullan, City Clerk

____

Dated: ____________________

ESCROW AGENT RECEIPT

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

LIBERTY TITLE COMPANY

By: ______________________________________

Dated: ___________________, 2017

EXHIBIT A

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

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

PURCHASE AND SALE AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

5. Development Agreement/Inspection Period/Approval Period.

~~(a) Inspection Period. Commencing on the date the last party signs this Agreement~~

(a) Development Agreement. Commencing on the date the last party signs this Agreement, Purchaser and Seller shall have a period of ninety (90) days ("Development Agreement Period") to negotiate, prepare, approve and execute, between Purchaser and Seller, 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 on or before expiration of the Development Agreement Period, 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, the Deposit shall be returned to Purchaser in full and this Agreement shall be deemed terminated. Purchaser agrees that the Development Agreement will address, in part, provisions relating to minimum investment in development, a site plan for the development with particular attention to density and location of units, affordable housing requirements, sustainability and the use of 'green energy,' the search for and selection of local contractors, and the dedication of public infrastructure improvements with particular attention to road design and traffic circulation. Purchaser further agrees that the Development Agreement shall survive Closing. 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 between Seller and Purchaser of the Development Agreement

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

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

Purchaser agrees that if ~~Purchase~~Purchaser terminates this Agreement as provided in this ~~Section 6(a~~paragraph 5(b), Purchaser shall provide any and all material third-party documentation and reports of the physical and environmental condition of the Property that is has obtained or caused to be produced during the Inspection Period within ten (10) business days of such termination. Failure of Purchaser to so perform shall be considered a default of Purchaser and Seller shall be entitled to the full amount of the Deposit from Seller.

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

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

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

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

(c) Right of Entry. Seller shall extend all reasonable cooperation to Purchaser, its agents and employees, to facilitate such inspections, investigations, appraisals and tests and hereby grants to Purchaser, Purchaser's attorneys, engineers, employees, contractors and subcontractors, a temporary easement during the term of the Inspection Period to gain entry to the Property to survey and inspect the Property and to perform such soil and other engineering tests and studies thereon as Purchaser reasonably deems necessary or desirable, including without limitation soil borings. Such cooperation includes providing notice of such entry to any and all tenants of the Property. Purchaser shall give Seller reasonable notice whenever it desires to inspect the Property, and Seller shall have the right to be present whenever such inspections occur.

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

Formatted: Font: Arial, 11 pt

Formatted: Justified, Indent: Left: 0.5", Right: 0.5"

6. Title and Survey.

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

(i) waive its objections to and accept title subject to such encumbrances or exceptions; or

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

Encumbrances or exceptions to title shown on the Title Commitment to which Purchaser does not object, or which with Purchaser's consent are waived and accepted or insured over are referred to as the "Permitted Exceptions". The Title Commitment shall also commit the Title Insurer to delete the preprinted or so-called "standard" exceptions. The Seller shall deliver to Title Insurer such instruments, documents, indemnities and releases as the Title Insurer shall reasonably require to obtain the deletions of those preprinted exceptions. The Title Commitment shall be endorsed by the Title Insurer as of the date of each Closing. Concurrently with each Closing, Seller shall pay for a policy of title insurance to be issued pursuant to the Title Commitment, in the full amount of the Purchase Price for the Property as provided herein, insuring Purchaser's land contract vendees interest in the Property, subject only to the Permitted Exceptions.

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

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

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

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

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

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

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

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

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

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

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

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

8. Closing.

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

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

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

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

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

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

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

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

(c) Subsequent to Closing, Purchaser agrees to enter into a five (5) year agreement with Seller, wherein Purchaser agrees to compensate Seller an additional One Thousand and 00/100 ($1,000.00) Dollars per additional residential unit that is approved by all requisite governmental entities for development on Property that is not otherwise considered in the Purchase Price (as described in ~~Section~~paragraph 3 of this Agreement) at Closing (Post Closing Agreement). This Post Closing Agreement shall be entered by and between the parties at Closing or within 10 business days thereof. The obligation of this Post Closing Agreement shall survive closing.

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

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

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

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

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

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

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

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

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

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

11. Default.

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

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

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

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

14. General Provisions.

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

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

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

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

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

If to Purchaser:

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

With a copy to:

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

If to Seller:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

(SIGNATURE PAGE(S) FOLLOWS)

Exhibit List:

A - Legal Description of Real Estate

B - Purchasers Response to Seller's RFQ

Formatted: Font: Arial, 11 pt

(SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT)

WITNESSES:	**PURCHASER**:
	NORFOLK DEVELOPMENT CORPORATION, on behalf of an entity to be formed
______________________________	By: ______________________________ James A. Franke, President
______________________________	Dated: ___________________
WITNESSES:	**SELLER**:
	CITY OF YPSILANTI
______________________________	By: ______________________________ Amanda Edmonds, Mayor
______________________________	Dated: ___________________
______________________________	By: ______________________________ Amanda Edmonds, Mayor
______________________________	Dated: ___________________

ESCROW AGENT RECEIPT

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

LIBERTY TITLE COMPANY

By: ______________________________

Dated: ~~____________________~~____________________, 2017

EXHIBIT A

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

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

Resolution No. 2017-260
November 14, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That an ordinance to establish the Ypsilanti Citizens Police Advisory Commission be approved on Second and Final Reading.

OFFERED BY: ____

SUPPORTED BY: ____

YES: NO: ABSENT: VOTE:

CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1295

An ordinance to establish the Ypsilanti Police Advisory Commission

1. THE CITY OF YPSILANTI HEREBY ORDAINS that Chapter 2, Article IV of the Ypsilanti City Code of Ordinances is hereby amended to add a new Division 6, as follows:

DIVISION 6. POLICE ADVISORY COMMISSION
Section 2.200. Created.

Pursuant to Ypsilanti City Charter section 9.03, there is hereby created a commission known as the "Ypsilanti Police Advisory Commission."

Section 2.201. Purpose.

The purpose of the Ypsilanti Police Advisory Commission is:

a. To strengthen the relationship between the community of the City of Ypsilanti and the Ypsilanti Police Department.
b. To serve as a liaison to enhance community and police relations and serve as an advocate for programs, ideas, and methods to improve the relations between the police and the community
c. To Review police complaint investigatory findings, and report to council on the Commission's analysis of these findings
d. To collect, review, and audit summary data and compile aggregate statistics relating to individual or community police complaints and other issues of importance
e. To educate the public about complaint process, and ensure and recommend ways to make the process accessible to all
f. To make recommendations to the City Manager with regard to organizational matters and procedures.
g. To participate in annual review of the Ypsilanti Police Department's Citizen Police Academy.
h. To consult and advise the City Manager on the Ypsilanti Police Department's strategic plan.

Section 2.202. Appointment and Terms.

The Ypsilanti Police Advisory Commission shall consist of 7 members and a non-voting youth member. All members to the Ypsilanti Police Advisory Commission shall be appointed by the Mayor, with the approval and confirmation of a majority of City Council. There shall be at least one member from each Ward.

The term of members of the Ypsilanti Police Advisory Commission shall be three years, except that of the members first appointed. Terms shall be staggered as far as practicable. Members shall be appointed for a maximum of two full terms.

Section 2.203. Duties.

The duties of the Ypsilanti Police Advisory Commission shall be to:
a. Establish and update rules by-laws for the transaction of its business, subject to the approval of the City Council. Such rules and by-laws shall be in a manner not inconsistent with this Article, other City ordinances, the City Charter, or laws of the state and federal government.
b. Elect officers, including a chair.
c. Establish and maintain a meeting schedule and meet at least quarterly.
d. Take all necessary action to fulfill the purpose for the Ypsilanti Police Advisory Commission as stated in this Division.
e. To file a written report of its activities, findings, and recommendations, if any, to City Council at least annually.

Section 2.204. Procedure.

Procedure for the operation of the Ypsilanti Police Advisory Commission shall be as follows:
a. A majority of the Ypsilanti Police Advisory Commission members appointed shall constitute a quorum.
b. No meeting of the Ypsilanti Police Advisory Commission shall commence or continue in the absence of a quorum.
c. A majority vote of those forming a quorum shall be required for any action by the Ypsilanti Police Advisory Commission, except where otherwise specified in this Article, other City ordinances, or the City Charter.
d. Regular meetings of Ypsilanti Police Advisory Commission shall be held no less than quarterly. Any scheduled meeting may be rescheduled at the preceding regular meeting.
e. The records of the Ypsilanti Police Advisory Commission shall be subject to the Freedom of Information Act, Act No. 442 of the Public Acts of Michigan of 1976 (MCL 15.231 et seq.), as amended.
f. All meetings of the Ypsilanti Police Advisory Commission shall be subject to the Open Meetings Act, Act No. 267 of the Public Acts of Michigan of 1967 (MCL 15.261 et seq.), as amended.
g. The Ypsilanti Police Advisory Commission shall provide an opportunity for public comment as to the business being conducted by the Ypsilanti Police Advisory Commission, pursuant to its established rules and by-laws.

Sections 2.205 – 2.225 - Reserved.

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

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

4. Savings Clause. The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or previously amended, shall remain in full force and effect. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

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

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

MADE, PASSED AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS__________DAY OF ______________, 2017.

____

Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. __________was published according to Section 11.13 of the City Charter on the___________day of_________________, 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: ________________________________

REQUEST FOR LEGISLATION
November 14, 2017

To: Honorable Mayor and Ypsilanti City Council

From: Darwin D. P. McClary, City Manager

Subject: **MEMORANDUM OF UNDERSTANDING – COMMUNITY ENERGY MANAGEMENT PLANNING PROJECT**

SUMMARY & BACKGROUND:
City Council is being requested to approve a Memorandum of Understanding (MOU) between the city, EcoWorks, and the Southeast Michigan Regional Energy Office (SEMREO) allowing the three entities to collaborate on the completion of a Community Energy Management Planning project for the city. EcoWorks and SEMREO would provide energy management planning services to the city resulting in the development of a prioritized clean energy management plan. The city would commit to making a good faith effort to launch at least one energy efficiency or renewable energy project totaling at least $5,000 in value withn one year of the completion of the planning project. The city will not incur any cost for completion of the energy management planning work. This project would complement the city's Climate Action Plan and other energy efficiency and sustainability efforts.

PREVIOUS COUNCIL ACTION:
None

FINANCIAL IMPACT:
None to complete the Community Energy Management Planning Project; the city would commit to making a good faith effort to launch at least one energy efficiency or renewable energy project totaling at least $5,000 within one year of completion of the planning project.

RECOMMENDED ACTION:
Approve the Memorandum of Understanding between EcoWorks, SEMREO, and the city for the Community Energy Management Planning Project and authorize the City Manager to execute the MOU on behalf of the city.

ATTACHMENTS:
Copy of Proposed Memorandum of Understanding for Community Energy Management Planning Project

---

CITY MANAGER APPROVAL: DDPM **COUNCIL AGENDA DATE:** 11/14/2017

CITY MANAGER COMMENTS: Recommend approval of MOU as presented

FISCAL SERVICES DIRECTOR APPROVAL: ____________________

Resolution No. 2017 - 261
November 14, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti recognizes the importance of undertaking energy efficiency and renewable energy initiatives as part of its efforts to promote community sustainability; and

WHEREAS, the Southeast Michigan Regional Energy Office, EcoWorks, and Mott Foundation work collaboratively to fund and implement the Community Energy Management Planning Program to provide valuable planning assistance to Michigan municipalities to prepare and implement energy efficiency and renewable energy projects at no cost to those municipalities; and

WHEREAS, the Ypsilanti city council seeks to utilize the Community Energy Management Planning Program to help meet the city's own energy efficiency and renewable energy needs;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby approve the Memorandum of Understanding between EcoWorks, Southeast Michigan Regional Energy Office, and the city to permit the collaboration between the three entities on the preparation of a Community Energy Management Plan for the city at no cost to the city; and

BE IT FURTHER RESOLVED that the city council does hereby commit to making a good faith effort to launch an energy efficiency or renewable energy project totaling a minimum value of $5,000 within one year of completion of the plan; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the Memorandum of Understanding on behalf of the city after approval of the agreement by the City Attorney as to form.

OFFERED BY: ________________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

Memorandum of Understanding (MOU)
Between EcoWorks, SEMREO and City of Ypsilanti

July 21, 2016

1. Purpose and Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the Community Energy Management Planning project. Funded by the Mott Foundation, Community Energy Management Planning seeks to provide energy planning services to municipalities across southeast Michigan in 2016-2018 with the goal of updating or creating clean energy management plans that deliver a prioritized roadmap for strategic energy efficiency and renewable energy management investment.

In particular, this MOU is intended to:

- Clarify the roles of the planning partner and community.
- Identify the expected outcomes from an energy management plan.
- Facilitate understanding of project procedures and goals.

2. Background

The project partners (EcoWorks and Southeast Michigan Regional Energy Office) will deliver energy management planning services to municipalities in 2016-2018 across southeast Michigan. Outputs will be prioritized clean energy management plans for each participating municipality.

3. EcoWorks and SEMREO Responsibilities under this MOU

EcoWorks and SEMREO will provide municipal energy management planning services to the City of Ypsilanti. General duties include:

- Creating a prioritized energy management plan.
- Review of past energy and/or sustainability efforts.
- Participating in at least two (2) meetings with the community liaison and community leaders.

4. City of Ypsilanti Responsibilities under this MOU

City of Ypsilanti will:

- Identify a municipal liaison/contact person: ______________________________(name and title).
- Provide EcoWorks and SEMREO with access to the past 12 months of utility bills for all municipally-owned property.
- Provide copies of any existing energy or sustainability plans and other related planning efforts including master plan, capital improvement plan, economic development plan, climate action plan, etc.
- Provide copies of any energy benchmarking efforts performed to date.
- Participate in at least two (2) in-person meetings with the EcoWorks project manager.
- Respond to all email and phone inquiries from the EcoWorks project manager within two (2) business days
- Make a good faith effort to launch an energy efficiency or renewable energy project totaling a minimum value of $5,000 within one (1) year of completion of the project.

5. Effective Date and Signature

This MOU shall be in effect upon the signature of the municipality's and project partner's authorized officials.

We approve the project as described above, and authorize the team to proceed.

____

Municipality Authorized Representative Date

____

EcoWorks Executive Director Date

____

SEMREO Executive Director Date

SOUTHEAST MICHIGAN REGIONAL ENERGY OFFICE

City of Ypsilanti

Community & Economic Development Department

Memo

To: Darwin McClary, City Manager

From: Bonnie Wessler, City Planner

Date: November 1, 2017

Subject: Sustainability Commission Recommendations

Background
In early September, the Sustainability Commission adopted a resolution directing the City Council and Planning Commission, when applicable, ensure certain standards are met for all development plans, until such time as a Sustainability Plan is drafted. In early October, staff received direction to review the recommendations and provide further information on each.

Discussion
LEED RATING OF AT LEAST SILVER;

- Background
  LEED (Leadership in Energy and Environmental Design) is a green building rating system developed by the U.S. Green Building Council (USGBC), a 501(c)3 nonprofit. New construction, rehabilitation, neighborhoods, homes, and campuses are all eligible to apply for certification; projects must then be recertified every five years and provide continuing energy and water usage data. Project rating levels are Certified, Silver, Gold, and Platinum; how many points a project earns dictate its ranking. USGBC charges for certification are based on square footage, and start at $9,920 for a new construction commercial single-building project with less than 250,000 square feet and no appeals. LEED is the most recognizable green building ranking system available, but alternatives exist, such as Green Globes, the Living Building Challenge, Energy Star, and Build It Green.

- Climate Action Plan
  The 2012 Climate Action Plan (CAP) recommended the City adopt a Green Globes certification requirement for any development project receiving $10,000 or more in municipal incentives or tax abatements in a single year. This was estimated to reduce emissions by an equivalent of approximately 272 metric tons of carbon dioxide, presuming that 10,000 square feet annually were developed or redeveloped under this standard. This standard was chosen with an eye to the redevelopment projects of a scale and type we typically see in the City- budget-conscious, entrepreneurial, and generally consisting of less than 250,000 square feet.

- Discussion
  Generally, where a city has incorporated certifications in their zoning code, they have been experiencing significant development pressure and done so by incentivizing, not requiring, certification. (Such incentives are discussed later in this memo.) This can be challenging, as

it is potentially a cart-before-the-horse approach; the City would be relying upon the future actions of a third party (the USGBC) to permit a development to go forward. Neither the developer nor the City could compel the USGBC to grant a certain ranking, and such standards change. Although green building certification is a useful public relations tool for the developer, involving a third party in the approval of built projects is challenging; a better path would simply be to review the requirements for certification and, where desired and possible, adopt such standards in the zoning code.

It is also notable that the City may not make modifications to the State Building Code- that is, they may not require as a matter of course that a building have certain elements above and beyond those required in the State Building Code, such as green building elements. Thus, requiring that a building must incorporate certain elements may be legally fraught. It may, however, choose to - it may only enact those requirements as part of a contract, such as when granting an incentive.

- Recommendation
  At this point in time, staff recommends that Council incorporate the original recommendation of the CAP into the Community Benefits Ordinance discussion and that Council recommend to the Sustainability Commission that they work to identify specific incentive-based zoning recommendations as part of the upcoming Sustainability Plan.

<u>SOLAR ENERGY;</u>

- Background
  There are three types of solar energy in the context of development projects: passive solar construction, which aims to capture the heat from the sun to minimize use of HVAC and is most popular for single-family home construction and greenhouses; solar water heating, which uses a thermal collector to heat water and can be used in residential, commercial, or industrial applications; and photovoltaic energy production ("solar panels").

- Climate Action Plan
  "Monitor financing opportunities for solar installation and publicize via Solar Ypsi. The City should monitor grant opportunities for solar hybrid systems on high water-usage public buildings, such as the Rutherford Pool and Fire Department, and remain alert for low-cost ways to support private installations; a PACE [Property Assessed Clean Energy] program would be one such option. A target of 20 kW of new installed capacity within the city annually would build on recent momentum." (p18)

- Discussion
  Zoning permits construction of "passive solar buildings" – essentially defined in the code as hoophouses or greenhouses – as primary uses in the Parks, PMD, or as an accessory use/structure in R1, MD, CN-SF, CN-Mid, CN, HC, NC, GC, and HHS. Solar water heating is permitted in all districts, provided the thermal collectors are attached to a building. Photovoltaic production is permitted as an accessory use in all districts when attached to a building; solar farms are permitted in Parks and in PMD. Photovoltaic panels are also permitted to be attached to pole lights, such as those found in parking lots, in all districts. These regulations were put in place following extensive feedback from the community during the 2013 Shape Ypsi master plan process and the 2014 zoning code update process. Building permits must be pulled prior to installation to ensure safe installation of both any electrical or plumbing components as well as supporting structural members; in the Historic District, such installations must also be reviewed to ensure compatibility with the historic fabric of the community.

The Ypsilanti Fire Department installed a 50kW photovoltaic array in 2017. The Rutherford Pool is currently operated by a 501(c)3 nonprofit, Friends of the Rutherford Pool, who will be exploring options to renovate the existing bath-house in the near future. The City has had PACE financing available through the Southeast Michigan Regional Energy Office since at least 2014, but to date no development has expressed interest. In 2013, the City adopted a resolution supporting a goal of 5MW in photovoltaic production locally by 2020, on average, this is 700kW per year, well in excess of the CAP goal.

The City is on track to meet and exceed the CAP goals regarding photovoltaic production and permits other types of solar energy capture in alignment with the goals of the CAP. The City does not publicize grant or financing opportunities, however, as it does not currently have the capacity to do so. Solar Ypsi remains the primary local resource to connect interested parties with funding opportunities.

- Recommendation
  Staff recommends that the Council recommend to the Sustainability Commission that they work to define specific goals regarding alternative energy production locally as part of the Sustainability Plan.

WASTE STREAM REDUCTION AND/OR DIVERSION, INCLUDING RECYCLING;

- Background
  We assume, for the purposes of this memo, that the Sustainability Commission is referencing only solid waste, not wastewater, although the CAP addresses both. Waste stream reduction can be accomplished through the production of less waste, while waste stream diversion refers generally to recycling and composting, opposed to landfilling. Reduction is generally programmatic, not something that can be predicted or regulated as part of the development or redevelopment of a site, and can be difficult to monitor over time, requiring an ongoing system of incentives and disincentives. Diversion can be enabled through provision of programs, and encouraged through an ongoing system of incentives and disincentives. Zoning does not specify how to handle solid waste, but does specify how outdoor waste receptacles, such as dumpsters, trash bins, or recycling containers, must be stored and screened.

- Climate Action Plan
  - **Work with neighborhood associations and Eastern Michigan University to hold a recycling competition, based either on improvements over past performance or on town vs. gown recycling rates.** The challenge for Ypsilanti residents should be to collaborate with or out-compete neighbors, but also on an individual level, to achieve the national average rate of recycling: 34.1%. The City should consider using a neighborhood competition as a pilot—perhaps working only with a few neighborhoods to begin with or seeking to later expand to include local businesses, as well. (p32)
  - **Partner with EMU, local schools, and the DDA to create an artistic trash bin design contest, incorporating local sponsorships and educational efforts.** Test the program first on EMU's campus while exploring options to expand downtown recycling, then move outwards into city itself. Additional savings could be generated by investing in an outdoor recycling service in the city's parks and downtown areas. (p33)
  - **Partner with Growing Hope and local businesses that are high generators of food waste to implement a pilot program for a municipal kitchen compost system using the drop-off site method.** Solid waste, alternative energy or similarly targeted grants should be explored to fund installation of a biodigester at any selected pilot site. (p35)

- Discussion

Currently, commercial trash, recycling, and waste oil or compost pickup are done via private contract between the producers and the waste handlers.
For residential properties, the City provides weekly single-stream recycling pickup year-round, and weekly yard waste (non-food compost) pickup during spring, summer, and fall, primarily to single-family residences. The City contracts with Republic for weekly rubbish pickup, and allows Simple Recycling to do curbside pickup of specialty recyclables.
A dropoff station for specialty recyclables currently open three days a week in Depot Town. No incentives or disincentives are in place. Washtenaw County administers "Waste Knot," a program for local businesses to help them reduce or divert their waste. This program is purely voluntary and no cost.

- Recommendation
  At this time, no progress has been made towards these goals of the CAP. Staff recommends that the Council recommend to the Sustainability Commission that they evaluate the barriers to completion for these goals and consider alternative goals as part of the Sustainability Plan. Note that City Council has governing authority over residential waste streams, and would have to enact new policy and updates through scavenger contracts.

<u>LED LIGHTING IN ALL PUBLIC SPACES;</u>

- Background
  LED is a popular lighting type that draws relatively little power compared to other technologies. The City recently converted its streetlights to LED fixtures, as well as the lights in City buildings. It is unclear, however, what the Sustainability Commission intends by "public spaces," and if the intent includes lighting previously unlit areas.

- Climate Action Plan
  - **Upgrade lighting in city buildings as soon as possible. Advertise the availability of low and no cost energy audit services to help building owners prioritize the energy work they would like to do in their buildings. Partner with relevant organizations to help market available services.** (p16)
  - **Upgrade as many street lights as possible with the city's revolving loan fund, working with the DDA, EMU and Regional Energy Office to achieve the best price through bulk upgrades and to identify any grants or other funding opportunities.** This should be undertaken as soon as possible, so that savings from initial upgrades can pay for additional lights in future years. The DDA and Public Services Department should also review existing light levels during this process—in some locations, additional energy and cost savings may be achieved through removal of unneeded fixtures. (p28)

- Discussion
  The zoning code does not address the power consumption of outdoor lighting, however, it does regulate outdoor light placement, brightness, glare, and pollution. Outdoor lighting within the Historic District is reviewed for appropriateness. Indoor lighting is regulated under the State Building Code. Staff is not presently aware of communities that mandate LED light fixtures, either indoor or outdoor.

- Recommendation
  Staff recommends that the Council recommend to the Sustainability Commission that they work to define the scope and intent of this item and evaluate the progress made by the City since the CAP adoption as part of the Sustainability Plan.

ENERGY STAR-RATED APPLIANCES;

- Background
  It is unclear when, where, and how the Sustainability Commission is proposing these be required. Currently the City does not have a mechanism to require or incentivize certain types of appliances be used. Mechanical & plumbing-related installations are governed by State Building Code or, in specific circumstances, County Public Health. Staff is not currently aware of a mechanism by which Energy Star appliances could be required.

- Climate Action Plan
  The CAP does not mention Energy Star appliances in its recommendations.

- Recommendation
  Staff recommends that the Council recommend to the Sustainability Commission that they work to define the scope and intent of this item and evaluate the progress made by the City since the CAP adoption as part of the Sustainability Plan.

BIKE-FRIENDLY ROADS;

- Background
  Bike-friendly roads mean different things to different people, and in different contexts. On some roads, bike friendliness includes painted and protected bike lanes; on others, no particular infrastructure improvements would be required. Generally, bike friendliness can include signage, striping, bike lanes, protected bike lanes, separated bike lanes, speed of vehicle traffic, traffic light timing, traffic light sensors, street lighting, volume of vehicle traffic, presence or absence of other bicyclists, and more. Bike-friendliness also depends a great deal on the assumed skill level of the bicyclist. The City has adopted a Complete Streets ordinance that applies to newly constructed streets or reconstructed streets; this ordinances mandates that bicyclists be considered as part of the design process.

- Climate Action Plan
  - **Continue development of bicycle and pedestrian network in coordination with Townships, WCRC, and Border to Border (B2B) trail development.** Considering existing, predominantly east/west commuting patterns, roads like Forest Avenue, East Cross and West Cross/Packard may hold the most benefit in terms of converting traffic from motor vehicle miles to bicycle miles. (p 38)
  - **Engage community partners in an effort to understand residents' travel needs and develop a marketing plan to meet those needs.** Provide bicycle maps, designated routes, and other wayfinding mechanisms to make the transition to bike commuting easy and convenient. Special attention should be paid to the connections between EMU's campus and Ypsilanti's downtown and Depot Town areas, encouraging students to explore the surrounding city. The existing Non-Motorized Advisory Committee should lead this effort within the city. (p 41)
  - **Partner with Eastern Michigan University to create a bike-sharing program and to expand the carsharing network both on-campus and downtown.** The programs can originate at the university, targeting students as the primary users with the source of information available online and at new student orientation. University faculty and employees, and downtown employees, should be targeted with information on bike- and car-sharing options as a support for car-free commutes; landlords and neighborhood

associations can provide residents with information on car-sharing as a cost-saving alternative to a second household car. (p 43)

- Discussion
  In 2011, the City adopted the Complete Streets Ordinance, which requires any street undergoing a certain level of construction be reviewed by the Planning Commission and staff to ensure the road will be able to serve all modes, taking into such considerations as grades, legal obligations, street trees, and other issues. Due to a limited budget, few roads are reconstructed to that level, however, recent successes include West Cross from Washtenaw to Elbridge. The success of Complete Streets has also led to street rehabilitation projects that do not trigger the extensive review incorporating features such as curb bump-outs, which improve pedestrian visibility and help to prevent excessive speeds.

- Recommendation
  As the Non-Motorized Committee (a subcommittee of the Planning Commission) is currently working on revising and updating the Non-Motorized Transportation Plan, staff recommends that the Council recommend to the Sustainability Commission that they relay their input to that committee, and coordinate the recommendations of the Sustainability Plan with those of the Non-motorized Transportation Plan to ensure that they are complementary, not conflicting or duplicative.

<u>ACCESS TO PUBLIC TRANSPORTATION FOR HOUSING DEVELOPMENTS;</u>

- Background
  Staff assumes that this means that stops and routes be placed conveniently to areas of denser housing development. The Ride (AAATA) serves the Ypsilanti area with public transportation, and is a separate entity from the City.

- Climate Action Plan
  The CAP speaks of public transportation, access to it, and ways to improve access, but quite a bit more broadly. See pages 39-42 for more information.

- Discussion
  As part of any housing development or redevelopment process that involves a site plan or special use application, staff works to ensure that the developers and AAATA communicate, and that the needs of each and the future residents are addressed.

- Recommendation
  Staff believes that current practice satisfies this goal to the best of the City’s legal ability and recommends that the current practice be continued.

<u>BIO-SWALES OR RAIN GARDENS UPSTREAM OF STORM WATER DRAINS AND WETLANDS;</u>

- Background
  Staff assumes the intent of the recommendation is to provide for detention of stormwater and removal of sediment as well as some pollutants from stormwater, thus improving area water quality.

- Climate Action Plan
  The CAP does not address stormwater.

- Discussion

The City has adopted the Design Standards of the Washtenaw County Water Resources Commissioner, which are available here: http://www.ewashtenaw.org/government/drain_commissioner/dc_webPermits_DesignStandards/dc_Rules/frontpage. The City is responsible for review of stormwater management designs under the WCWRC rules. These standards provide for stormwater detention, and require stormwater be handled according to best management practices, which may include rain gardens, vegetated swales, detention ponds, or engineered storage solutions, based on the needs of the applicant and the unique properties of the site. Not all sites or projects will be able to accommodate a surface solution, such as a raingarden or swale; some will require engineered solutions.

- Recommendation
  Staff believes that the City's current practice meets and exceeds the desires of the Sustainability Commission, and recommends a continuation of current practice.

PROPERTY TAX RELIEF AND RENT PROTECTION FOR LOW INCOME AND RETIREMENT-AGE RESIDENTS;

Please see the previous memorandum from the City Attorney regarding property tax relief and rent controls.

-

AND INCENTIVES IN ZONING (EXPEDITED REVIEW, DENSITY BONUS, TAX REDUCTION, ETC.) FOR COMMUNITY BENEFITS (E.G., OPEN SPACE CONSERVATION, AFFORDABLE HOUSING, SUSTAINABILE [sic] DEVELOPMENT BEYOND THESE MINIMUM REQUIREMENTS).

- Background
  Staff assumes the intent of the recommendation is to provide for public benefit on particularly large, impactful, or complex projects.

- Discussion and recommendations on individual elements
  The City cannot further expedite review of projects. Currently City review is constrained only by the timing of legally required meetings and the applicant's ability to submit complete plans and turn around revisions requested by Planning Commission or staff. This review time is considered one of the shorter review times in the state, per conversations with Michigan Department of Economic Development staff, discussed as part of the Redevelopment Ready Community certification process.
  Staff does not recommend a change to current practice.

  Provision of a "density bonus" is commonly used in larger cities. In Ypsilanti, zoning standards already permit, either by right or with a special use permit, the densest residential and commercial development the community expressed a desire for during the 2013 master plan development and 2014 zoning code development. To engineer a "density bonus" we would either be lowering densities below what the community has already established, or pushing the maximum higher than what the community has expressed a desire for.
  Staff does not recommend a change to current practice.

  Provision of a "tax reduction" is only available as part of incentive packages that the City already offers, such as PILOT, brownfield, OPRA, NEZ, etc.
  Staff recommends that this be part of the Community Benefits Ordinance discussion.

- Discussion on overall concept

The City does already have a tool similar to that proposed for certain types of projects. Planned Unit Development (PUD) projects generally are used in larger or more complex projects, and allow for certain exceptions from the zoning code to secure a public benefit. These PUDs are reviewed by Planning Commission and ultimately approved by Council. More information is in Chapter 122, Article VII, Division 1 (sections 122-700 through 709), available at cityofypsilanti.com/zoning.

Note that the City is considered a Redevelopment Ready Community by the MEDC. This voluntary designation generally indicates that the City's development and redevelopment processes are clear, quick, and consistent; the designation also enables the City to apply for certain MEDC funding. To maintain that status and eligibility for funding, clarity, speed, and consistency must all be taken into account if or when zoning incentives are designed.

Conclusion

The recommendations of the Sustainability Commission are generally aligned with the intent and purpose of the Master Plan (Shape Ypsi), the Climate Action Plan, the Non-Motorized Transportation Plan, and other plans adopted by the City. However, the specific recommendations as presented conflict with the specific recommendations of these plans, lack public input, and do not reflect an understanding of the existing development processes and regulations. Staff recommends that the Sustainability Commission seek out more information about the existing development processes and controls within the City, and about best practices regarding plan creation, including public comment, and work with staff to develop future recommendations.

REQUEST FOR LEGISLATION
November 14, 2017

To: Darwin McClary, City Manager, Mayor, and Council

From: Beth Ernat, Director of Community and Economic Development

Subject: Sustainability Recommendation Review

SUMMARY & BACKGROUND: Attached is a memo from the City Planner, Bonnie Wessler, with an evaluation of the proposed recommendations from the Sustainability Commission for development controls.

City Council asked staff to review the recommendations and provide an analysis. At this time, we have provided suggestions and would recommend that our suggestions be incorporated in the update of the Climate Action Plan or the creation of the Sustainability Plan.

RECOMMENDED ACTION: Staff recommends deferring the recommendations from the Sustainability Commission for further consideration.

ATTACHMENTS: Staff Memo

CITY MANAGER APPROVAL: ____________________ COUNCIL AGENDA DATE: 11/14/17

CITY MANAGER COMMENTS: ____________________

FISCAL SERVICES DIRECTOR APPROVAL: ____________________

Resolution No. 2017 – 262
November 14, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The Sustainability Commission submitted recommendations for development controls to City Council and City Council requested Planning staff review the recommendations; and

WHEREAS, Planning staff has reviewed the recommendations and made suggestions for reconsideration.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council defers the recommendations of City staff to the Sustainability Commission for further research and consideration.

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

TRAFFIC REVIEW COMMISSION
MEETING MINUTES
November 2, 2017
4th floor Conference Room
3:00 pm.

I. CALL TO ORDER

The meeting was called to order at 3:05 pm

II. ROLL CALL

Present: Chief DeGiusti, DPS Director Kirton, DDA Director Meyers, B. Wessler

Staff: Nan Schuette, Executive Secretary

III. APPROVAL OF MINUTES

Director Kirton moved to approve the minutes of October 4, 2017 (Support: J. Meyers) and the motion carried unanimously.

IV. OLD BUSINESS

91 Oakwood – Ms. Schuette informed the board that she had spoken with the owner of the property regarding removal of the handicap sign since he now lived in Dexter. He stated that he did not have a problem with this, however; he wanted to stipulate that if and when he moved back to this address, that he would want the handicap parking. He was informed that this would not be a problem provided that he submit an updated note from a doctor as to the need for this, to which he agreed.

Chief DeGiusti questioned if a TCO would have been completed for the original handicap sign and if anything further would be required being rescinded. Director Kirton responded that it may have been approved without a TCO. After discussion, it was agreed that this sign would be removed but going forward, a TCO would be required on all signage.

V. NEW BUSINESS

1. **610 Emmet –** removal of No Parking Sign. Director Kirton stated that he did not have any concerns from his department. He will check to see if that sign has been removed and if not, he will ensure that this is done.

2. **Parking at 219/221/223 N. Summit** -

   This was a request from an owner to allow parking change from Area 4 to Area 3 due to the location of the property. Ms. Wessler stated that this is a similar situation to a recent request on Grant Street where you have a multi-family right at the corner. On that one, we recommended they could pick the one they want. They picked the one on Grant – we did not take any action. This is basically the same deal. This owner is requesting to park on Sheridan instead of Summit.

Board Members discussed this issue further, after which, Director Meyers moved to allow property owners who are within one block of a parking district, to purchase parking permits for either area or both areas allowing them to have a choice of parking in either one or both. The motion was supported by Chief DeGiusti and carried unanimously.

A letter will be sent to the owner of these properties.

VI. FUTURE BUSINESS DISCUSSION/UPDATES

None.

VII. ADJOURNMENT

Since there was no further business, Ms. Wessler moved to adjourn the meeting (Support: S. Kirton) and the motion carried unanimously. The meeting adjourned at 3:20 p.m.

Resolution No. 2017-263
November 14, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

OFFERED BY: ______________________________

SUPPORTED BY: ______________________________

YES: NO: ABSENT: VOTE:

ACTION MINUTES

CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, NOVEMBER 14, 2017
7:00 p.m.

I. CALL TO ORDER –
The meeting was called to order at 7:00 p.m.

II. ROLL CALL –

Council Member Bashert		Present	Council Member Robb	Present
Mayor Pro-Tem Brown	(8:15)	Present	Council Member Vogt	Present
Council Member Murdock		Present	Mayor Edmonds	Absent
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 –
The agenda was approved as amended

Change:

Move: Resolution No. 2017-247 from Section XII, Consent Agenda, to Section XIII, Resolutions/Motions/Discussions.

Move: Resolution No. 2017-248 from Section XII, Consent Agenda, to Section XIII, Resolutions/Motions/Discussions.

Move: Resolution No. 2017-260 from Section XIII, Resolutions/Motions/Discussions, to Section XII, Consent Agenda.

VI. INTRODUCTIONS –

VII. PRESENTATIONS –

1. OPEB Retiree Health Plan Overview – Kathleen Manning, FSA and Managing Principal, MWM Consulting Group and Daniel Colby, FSA and Consulting Actuary, MWM Consulting Group

2. Community Energy Management Planning Project - Rick Bunch, Executive Director, Southeast Michigan Regional Energy Office (SEMREO)

VIII. __AUDIENCE PARTICIPATION__ –

IX. __REMARKS BY THE MAYOR__ –

X. __PUBLIC HEARINGS__ -

1. Approving a request for Microbrewery/Winery with special permits for outdoor service and Sunday sales Liquor License at 734 Brewing Company Inc., for 15 E. Cross, Ypsilanti, MI 48198.

   A. Resolution No. 2017-251, determination.
   __Offered By: Council Member Vogt; Seconded By: Council Member Bashert__
   __Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)__

   B. Open public hearing.

   C. Resolution No. 2017-252, close public hearing.
   __Offered By: Council Member Vogt; Seconded By: Council Member Bashert__
   __Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)__

XI. __ORDINANCES – FIRST READING__ – *Ordinance No. 1296*

1. An ordinance to amend Ypsilanti City Code Chapter 6, "Alcoholic Liquor" to be consistent with State Law and setting forth the penalties.

   A. Resolution No. 2017-253, determination
   __Offered By: Council Member Robb; Seconded By: Council Member Vogt__
   __Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)__

   B. Open public hearing

   C. Resolution No. 2017-254, close public hearing
   __Offered By: Council Member Robb; Seconded By: Council Member Vogt__
   __Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)__

Ordinance No. 1297

2. An ordinance to amend Chapters 14 "Animals"; Chapter 22 "Businesses", and Chapter 102 "Traffic and Vehicles" of the Ypsilanti City Code relating to internal references to Chapter 122 "Zoning".

   A. Resolution No. 2017-255, determination
   __Offered By: Council Member Bashert; Seconded By: Council Member Richardson__
   __Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)__

   B. Open public hearing

   C. Resolution No. 2017-256, close public hearing
   __Offered By: Council Member Bashert; Seconded By: Council Member Vogt__
   __Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)__

Ordinance No. 1298

3. An ordinance to amend Chapter 7, "Medical Marijuana" of the Ypsilanti City Code.

   A. Resolution No. 2017-257, determination
   Offered By: Council Member Murdock; Seconded By: Council Member Bashert
   Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)
   B. Open public hearing
   C. Resolution No. 2017-258, close public hearing
   Offered By: Council Member Murdock; Seconded By: Council Member Bashert
   Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)

XII. CONSENT AGENDA – *(added)* *Resolution No. 2017-245*

1. Resolution No. 2017-246, approving minutes of October 3, and October 10, and October 17, 2017.
   Offered By: Council Member Vogt; Seconded By: Council Member Bashert
   Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)

~~2. Resolution No. 2017- 247, authorizing the City Treasurer to levy and assess unpaid bills and special assessments on the December 2017 tax roll.~~ **(Moved and heard during Section XIII)**

~~3. Resolution No. 2017-248, approving proposal for design engineering services with Orchard, Hiltz & McCliment (OHM) at a lump sum of $26,750.00.~~ **(Moved and heard during Section XIII)**

2. Resolution No. 2017- 249, approving NEZ certificate for 406 S. Hamilton Street.
   Offered By: Council Member Vogt; Seconded By: Council Member Bashert
   Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)

3. Resolution No. 2017-260, approving *Ordinance 1295*, an ordinance to establish the Ypsilanti Citizens Police Advisory Commission. ***(Second Reading)*** **(Moved)**
   Offered By: Council Member Vogt; Seconded By: Council Member Bashert
   Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2017-259, approving 220 N. Park Street purchase agreement.
   Offered By: Council Member Murdock; Seconded By: Council Member Vogt
   Approved: Yes – 5; No – 1 (Robb); Absent – 1 (Edmonds)

~~*2.* Resolution No. 2017-260, approving *Ordinance 1295*, an ordinance to establish the Ypsilanti Citizens Police Advisory Commission. ***(Second Reading)***~~ **(Moved and heard during Section XIII)**

2. Resolution No. 2017-261, approving Memorandum of Understanding for Community Energy Management Planning Project.
   Offered By: Council Member Richardson; Seconded By: Council Member Bashert
   Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)

3. Resolution No. 2017-262, approving Sustainability Commission recommendations.
   Offered By: Council Member Bashert; Seconded By: Council Member Vogt
   Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)

4. Resolution No. 2017-248, approving proposal for design engineering services with Orchard, Hiltz & McCliment (OHM) at a lump sum of $26,750.00. **(Moved)**
Offered By: Council Member Vogt; Seconded By: Council Member Murdock
Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)

5. Resolution No. 2017- 247, authorizing the City Treasurer to levy and assess unpaid bills and special assessments on the December 2017 tax roll. **(Moved)**
Offered By: Council Member Vogt; Seconded By: Council Member Bashert
Approved: Yes – 6; No – 0; Absent – 1 (Edmonds)

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

XIV. COUNCIL PROPOSED BUSINESS –

XV. COMMUNICATIONS FROM THE MAYOR –

XVI COMMUNICATIONS FROM THE CITY MANAGER –

- 2nd November meeting rescheduled to November 28th

XVII. COMMUNICATIONS –

- Police Department Bench Warrant Report **(Coming November 28, 2017)**
- Traffic Review Minutes of November 2, 2017

XVIII. AUDIENCE PARTICIPATION –

XIX. REMARKS FROM THE MAYOR –

~~**XIV. CLOSED SESSION -**~~

~~Closed Session for the purpose of discussing collective bargaining strategy, pursuant to MCL 15.268(c)~~
(Canceled)

XX. ADJOURNMENT –

Resolution No. 2017-263, adjourning the City Council meeting.
The meeting adjourned at 10:35 p.m.