

1. Council Meeting Agenda

Documents:

[NOVEMBER 28TH COUNCIL PACKET.PDF](#)

2. Council Meeting Packet

Documents:

[NOVEMBER 28TH COUNCIL PACKET.PDF](#)

3. Council Action Minutes

Documents:

[ACTION MINUTES 11-28-17.PDF](#)



(Revised 11/28/17)

**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
TUESDAY, NOVEMBER 28, 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 –

- Affirmatively Furthering Fair Housing Report – Teresa Gillotti, Housing and Community Infrastructure Manager
- Employee Benefits Contributions – Rebecca Craigmile, HR Manager
- Roadside Marijuana Testing – Tony DeGuisti, Police Chief
- Police Recruiting – Tony DeGuisti, Police Chief

VIII. AUDIENCE PARTICIPATION –

IX. REMARKS BY THE MAYOR –

X. PUBLIC HEARINGS -

1. Approving a request for a new Class C License with a Dance/Entertainment permit for Harmony Lane, LLC located at 17 N. Washington.
 - A. Resolution No. 2017-264, determination.
 - B. Open public hearing.
 - C. Resolution No. 2017-265, close public hearing.

XI. CONSENT AGENDA –

Resolution No. 2017-266

1. Resolution No. 2017-267, approving Ordinance 1296, an ordinance to amend Ypsilanti City Code Chapter 6, "Alcoholic Liquor" to be consistent with State Law and setting forth the penalties.
(Second Reading)

2. Resolution No. 2017-268, approving Ordinance 1297, 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". ***(Second Reading)***
3. Resolution No. 2017-269, approving Ordinance 1298, an ordinance to amend Chapter 7, "Medical Marijuana" of the Ypsilanti City Code. ***(Second Reading)***
4. Resolution No. 2017-270, approving the minutes of November 13th and November 14th, 2017.
5. Resolution No. 2017-271, authorizing the Finance Department to proceed in processing payments to cover the Ypsilanti Fire Department's YFD Engine-3 equipment damages.
6. Resolution No. 2017-272, approving purchase of two (2) 2018 Ford Police Interceptors.

XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2017-276, approving an extension to the purchase agreement for 400 N. River (Thompson Block).
2. Resolution No. 2017-277, directing staff to install speed bumps on Ferris Street between W. Ainsworth and S. Hamilton.
3. Resolution No. 2017-278, approving Request for Proposal (RFP) for parking support and infrastructure.
4. Resolution No. 2017-279, approving proposed 2018 Council meeting schedule.
5. Resolution No. 2017-280, approving FY 2018-19 Budget Preparation Calendar.
6. Resolution No. 2017-282, granting The Plato Law Firm City Council's power to issue subpoenas, administer oaths, take testimony, and require production of documents and other evidence as part of the investigation of the China trip.
7. Discussion - Community Benefits Ordinance.
8. Discussion regarding the allocation of funds that will be created by the Washtenaw County Community Mental Health and Public Safety Preservation millage approved during the November 7th Special Election. **(Added)**

XIII. LIAISON REPORTS –

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Eastern Washtenaw Safety Alliance
- F. Friends of Rutherford Pool
- G. Housing Equity Leadership Team
- H. Economic Development Coordinating Committee

XIV. COUNCIL PROPOSED BUSINESS –

XV. COMMUNICATIONS FROM THE MAYOR –
Nominations:

Sustainability Commission

Sam Stroud
210 Oak St.
Ypsilanti, MI 48198

Human Relations Commission

Devika Chourhuri
2116 Roosevelt
Ypsilanti, MI 48197

Huron Watershed

Anne Brown
2125 Collegewood
Ypsilanti, MI 48197

Ethics

Patricia Berry
616 Collegewood
Ypsilanti, MI 48197

Tax Review Board

Andy Fanta
1221 Westmoorland
Ypsilanti, MI 48197

Roberta Andrews
7 N. Normal
Ypsilanti, MI 48197

Historic District Commission

Ron Rupert
421 N Huron
Ypsilanti, MI 48197

Erika Lindsay
317 Prospect
Ypsilanti, MI 48197

LDFA

Phil Tepley (**non-resident**)
752 E. Grand Blvd
Ypsilanti, MI 48198

Housing Commission

Ariel Moore
1 Oakwood
Ypsilanti, MI 48197

XVI. COMMUNICATIONS FROM THE CITY MANAGER –

XVII. COMMUNICATIONS –

- Police Department Bench Warrant Report (*distributed*)

XVIII. AUDIENCE PARTICIPATION –

XIX. REMARKS FROM THE MAYOR –

XX. CLOSED SESSION -

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

XXI. RESOLUTIONS/MOTIONS/DISCUSSIONS –

9. Resolution No. 2017-273, approving Health Care Employee Contribution Limits – PA 152 of 2011.
10. Resolution No. 2017-274, approving amendment to Employee Handbook.

XXII. ADJOURNMENT –

Resolution No. 2017-281, adjourning the City Council meeting.



Washtenaw Urban County Assessment of Fair Housing Plan

September 29, 2017

Affirmatively Furthering Fair Housing

- Information gathering:
June – August 2017
- Data analysis – HUD,
Census and local data
- Community engagement:
focus groups, stakeholder
interviews and surveys

Assessment of Fair Housing Plan

- August – September 2017
- Draft plan including 5-year
goals and Action Steps
- Get feedback from
stakeholders – adopt plan

Implementation

- FY 2018 – 2023
- Implement various
components in step with
local stakeholders and
partners

Data collection

- Local stakeholder group helped direct data collection/analysis
 - Use of HUD dataset including American Community Survey (ACS) and Comprehensive Housing Affordability Strategy (CHAS) data
 - Local data collection through surveys and focus groups
 - Other local data including school district information, Mortgage data, etc.
 - Development of neighborhood profiles for select neighborhoods throughout the county

YPSILANTI SOUTHSIDE



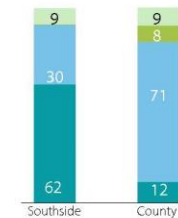
BRIEF HISTORY

The south side of Ypsilanti has many neighborhoods including Heritage Park, Worden Gardus, and Bell Kramer. It is historically home to people of color, as it was one of the few places where African Americans could purchase a home in the 1960's. In fact, African Americans made up 98% of the population in the Southside area in 1960 (pictured left).

DEMOGRAPHICS

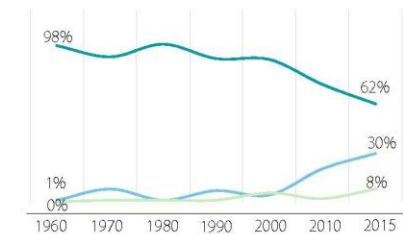
Total Population: 2,394

Total Population by Race, 2015
In Percentages



Total Population by Hispanic/Latino:
2% in Southside 4% in the Washtenaw County

Race & Ethnicity, 1960 - 2015



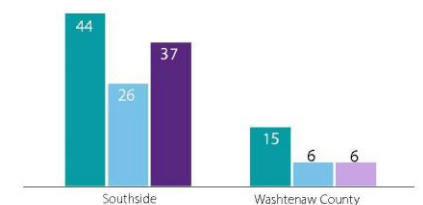
Education Attainment
Bachelor's Degree or Higher, 2015

	Southside	County
	11%	53%
	8%	26%
	20%	54%

Median Household Income, 2015



Unemployment, 2015
In Percentages



Data not shown for Hispanic/Latino, Asian, and Other due to small percentages.
2010 and 2015 demographic data is from ACS 5-year estimates, 1960 - 2000 is from the Decennial Census.
Sources: Washtenaw County GIS; Washtenaw County Equalization; U.S. Census Bureau, assessed through Social Explorer Table.
For more information, visit www.washtenaw.org/afm.

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OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT
Collaborative solutions for a promising future



Community Engagement

Surveys

- 788 survey responses received
 - 484- Online surveys
 - 220 - Paper surveys via OCED partners
 - 84 – Paper surveys via AAHC (voucher households)
- Survey was open July 5- August 14

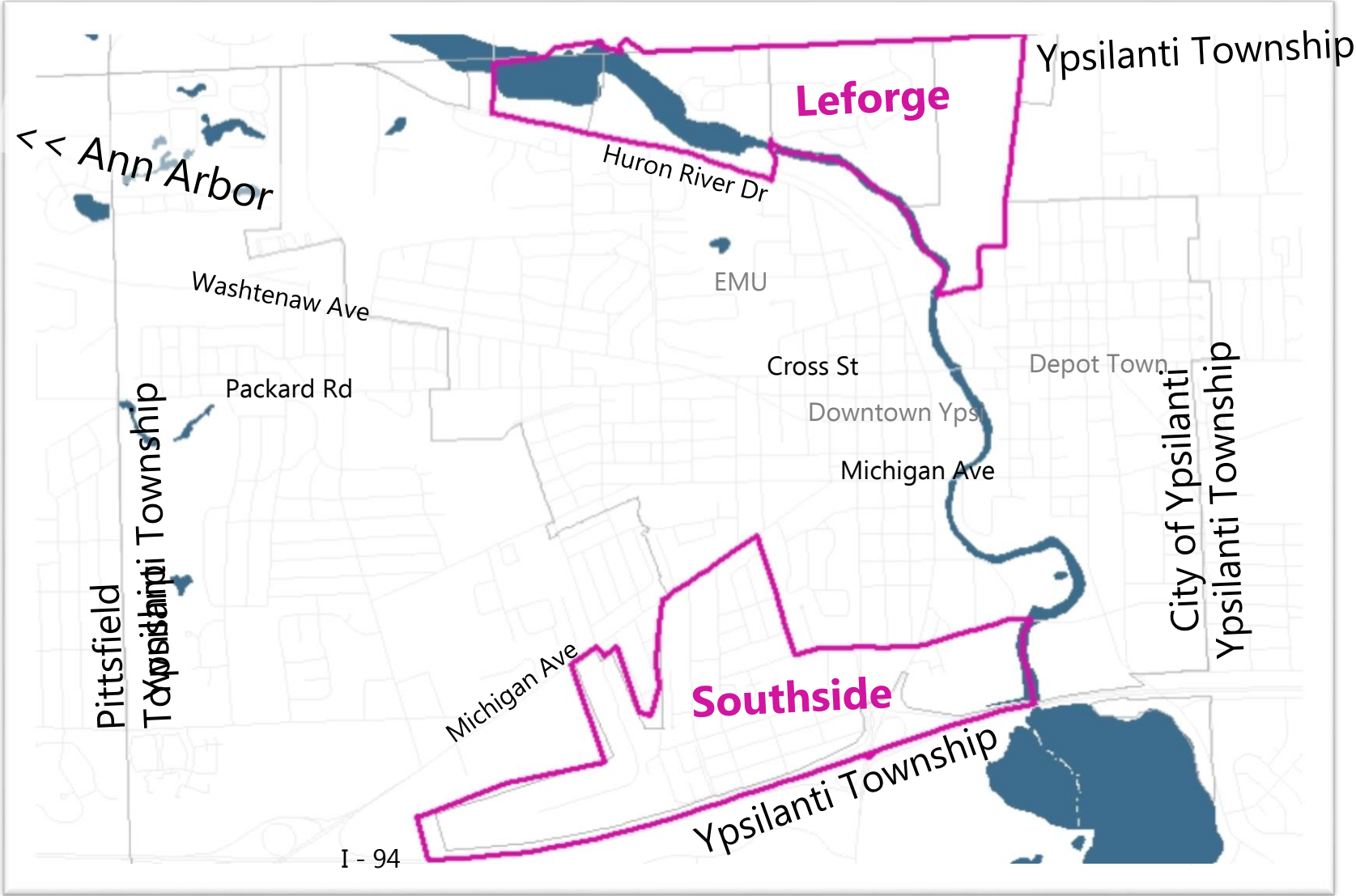
Focus Groups

- ✓ Bryant – July 19
- ✓ Ann Arbor Center for Independent Living – August 1
- ✓ Parkridge – August 3
- ✓ Ypsilanti renters – August 7
- ✓ West Willow – August 8
- ✓ Offender Success Program – August 9
- Whitmore Lake – August 14 (Canceled)

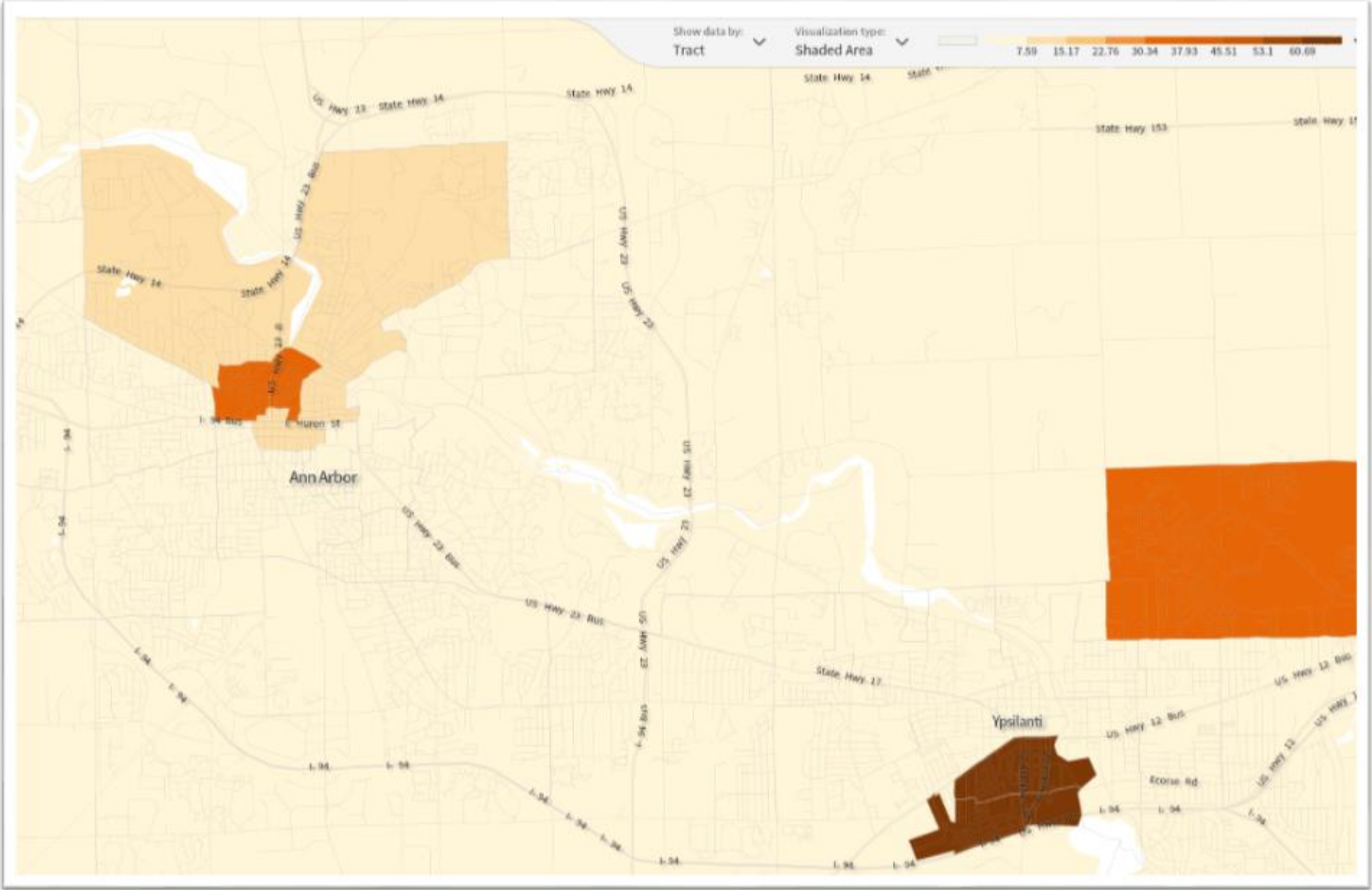


Racially/Ethnically Concentrated Areas of Poverty

HUD Data: Racial/Ethnically Concentrated Areas of Poverty (R/ECAP)



African American Population, 1960



Southside

Total Population	2,394
Population Density (per sq. mile)	3,413.7
Race & Ethnicity	
African American	61.5%
White	30.3%
Asian	0.2%
Some other Race	3.5%
Two or More Races	4.6%
Hispanic	1.9%
Age	
Under 18	944 (39.4%)
Over 65	212 (8.8%)
Educational Attainment (Age 25 +)	
Less than High School	26.8%
High School Graduate (GED)	30.2%
Some College	32%
Bachelor's Degree	6.6%
Master's or greater	4.6%
Poverty	
Median Household Income	\$20,689
Children under 18 living in poverty	72%
Unemployment Rate	36.9%
Housing	
Total Housing Units	1,043
Vacancy Rate	17.9%
Publicly Supported Housing	632
% of rental units using Housing Choice Voucher	20%

- Low median household income
- High unemployment
- High child poverty rate
- Lower educational-attainment

Southside strengths

- Wealth of history as a long-standing African American neighborhood
 - ties to the underground railroad,
 - origins of many businesses, civic, religious and educational institutions
 - home to many local and regional African American leaders.
- Concentration of African American residents may be a remnant of exclusionary practices, such as segregation, many residents appreciate that they are not living as a minority population in the neighborhood.
- Several focus group participants noted the long history families have in the area and appreciate the generations of families and friends in the neighborhood

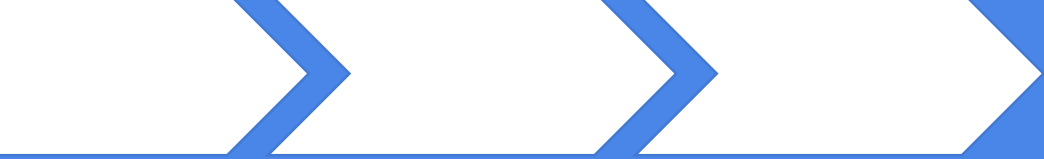
Leforge

Total Population	2,494
Population Density (per sq. mile)	4,780.2
Race & Ethnicity	
African American	56.5%
White	29.2%
Asian	2.3%
Some other Race	1.8%
Two or More Races	10.2%
Hispanic	6.6%
Age	
Under 18	545 (21.8%)
Over 65	36 (1.4%)
EDUCATION ATTAINMENT (25 YEARS AND OLDER)	
Less than High School	5.9%
High School Graduate (GED)	22%
Some College	47.2%
Bachelor's Degree	19.3%
Master's, Professional School, Doctorate Degree	5.5%
POVERTY	
Median Household Income	\$24,886
Children under 18 years living in poverty	49.1%
Unemployment Rate	13.3%
HOUSING	
Total Housing Units	1,253
Vacancy Rate	12.8%
Publicly Supported Housing	142 Units
% of rental units using a Housing Choice Voucher	15%

- Low median household income
- High unemployment
- High child poverty rate
- Lower educational-attainment

Access to Opportunity





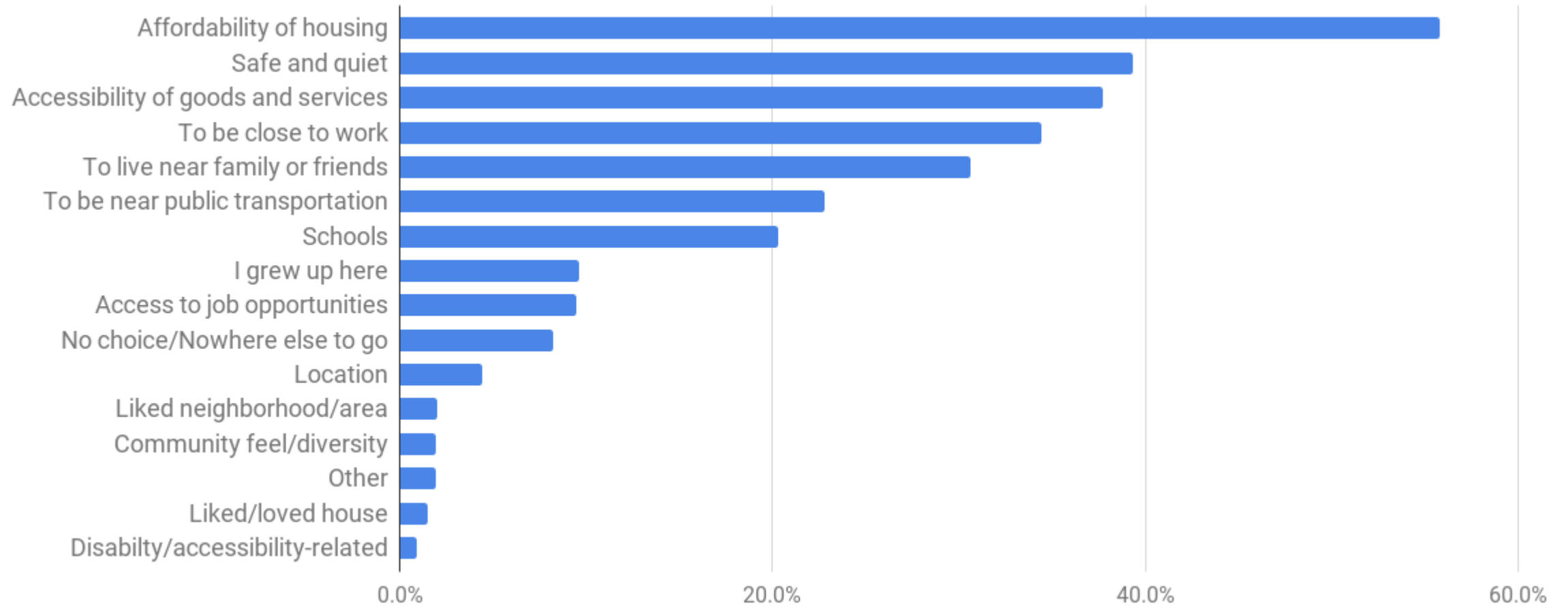
ACCESS TO AFFORDABLE HOUSING

Housing Affordability and Economic Equity - Analysis

Washtenaw County, Michigan



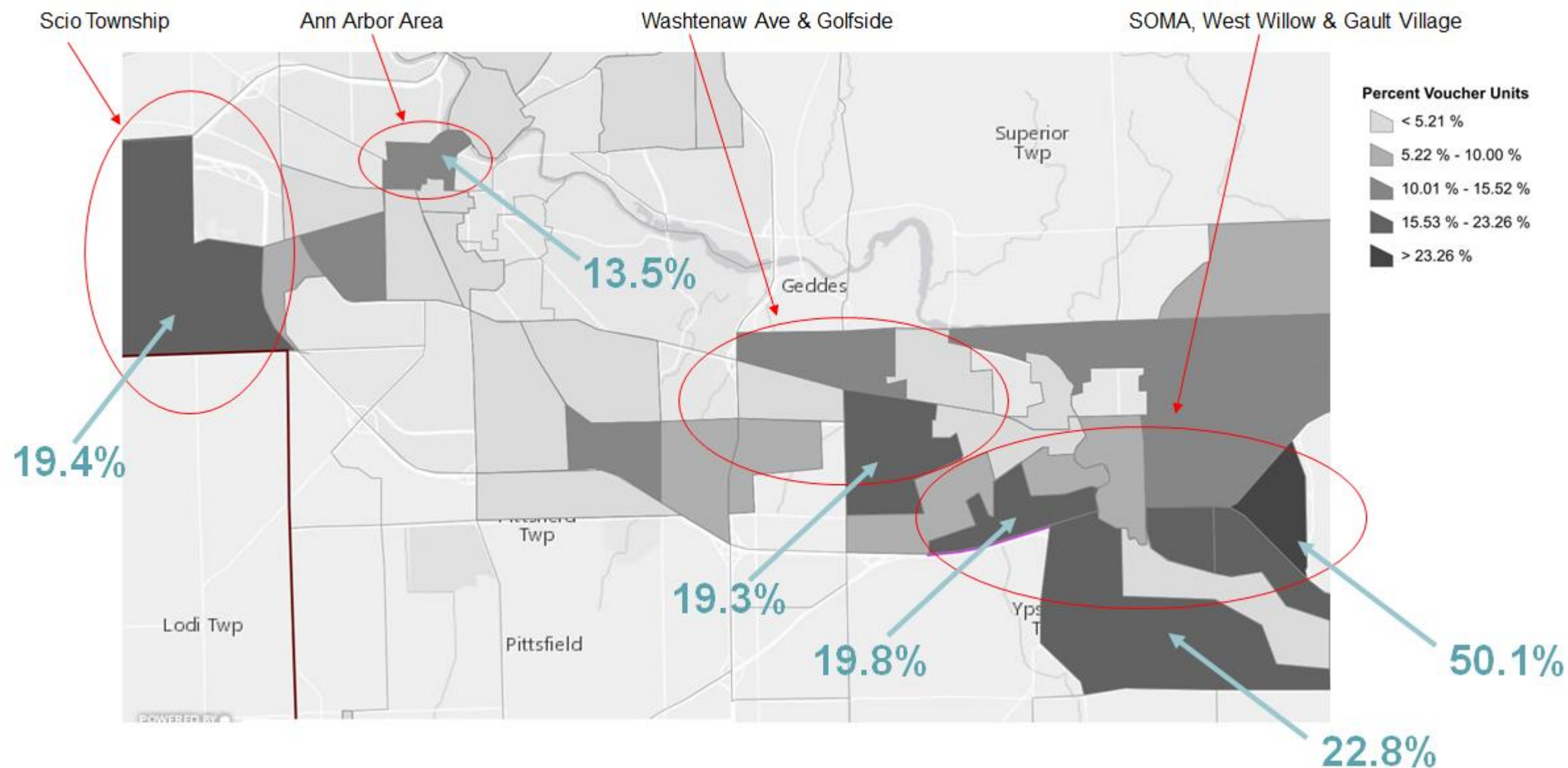
Reasons when deciding where to live:



52% of respondents rated housing affordability in their neighborhood as “fair” or “poor”.

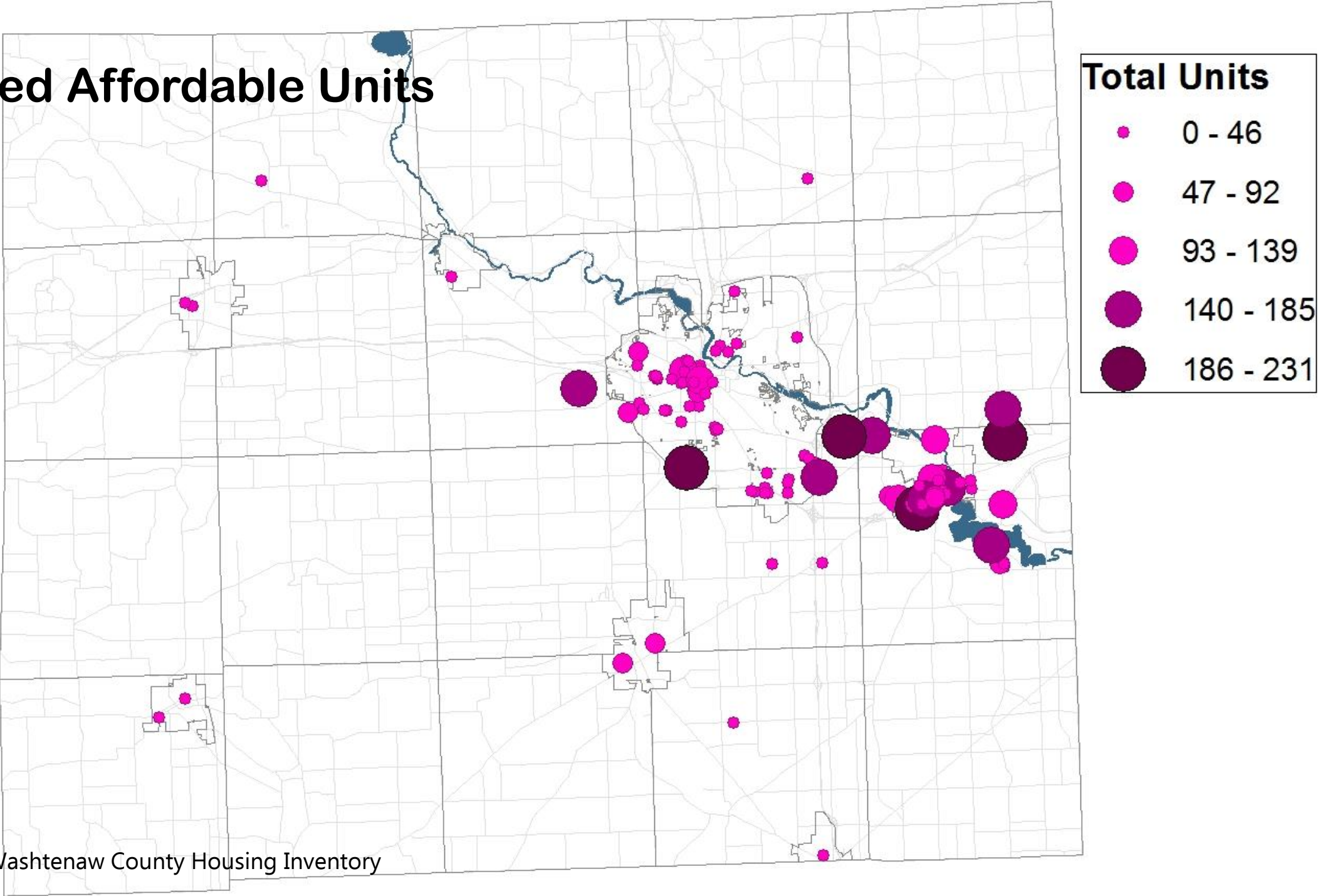
When asked if overall housing costs changed during the past 3 years, 68% of survey respondents noted housing costs increased.

Housing Vouchers



Source: Publicly Supported Housing, Map 5 HUD-Provided Data, egis.hud.gov/affh

Committed Affordable Units



Source: 2017 Washtenaw County Housing Inventory



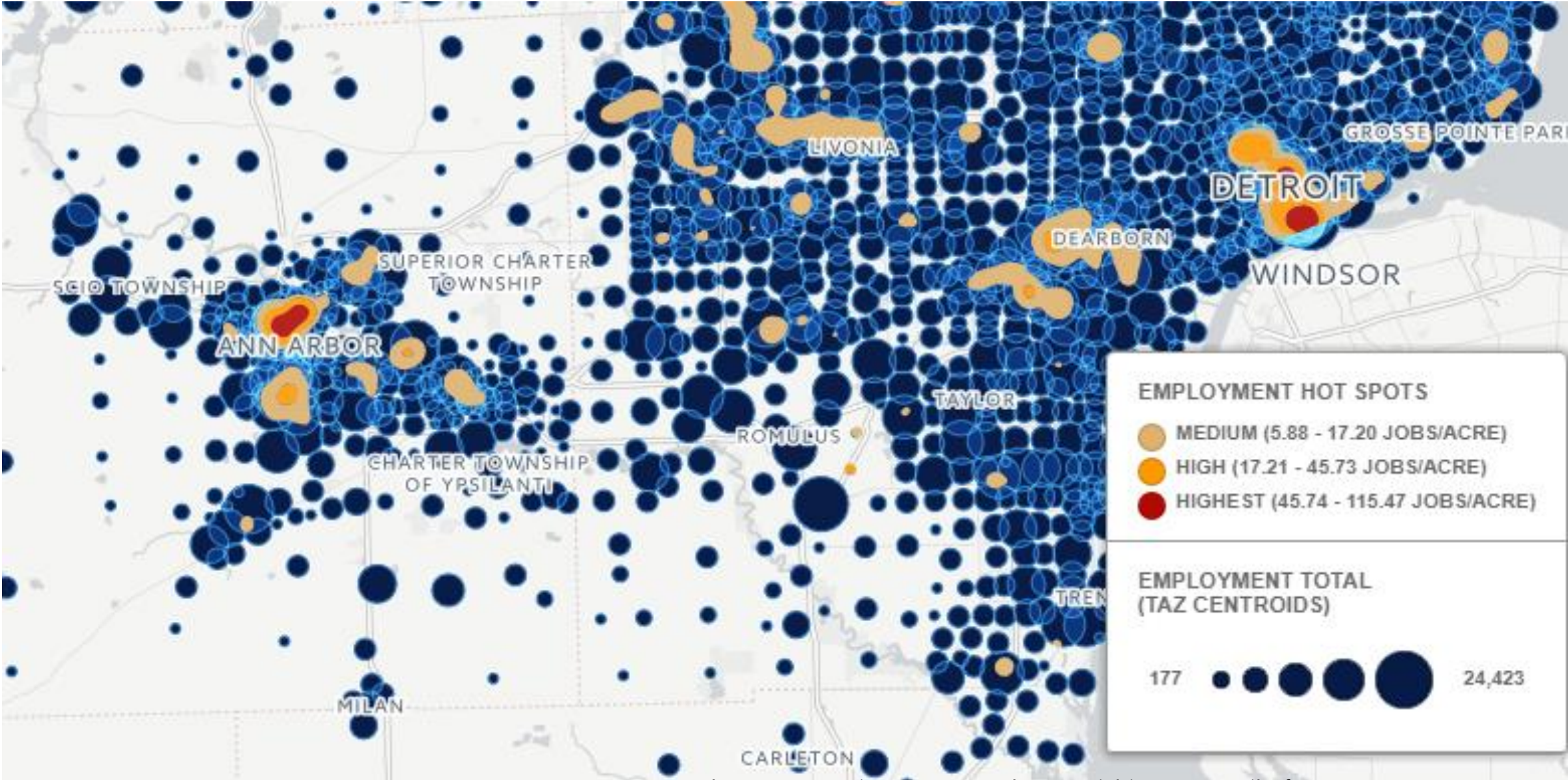
ACCESS TO EMPLOYMENT

Number of Jobs Lost and Gained in 2003 vs 2013

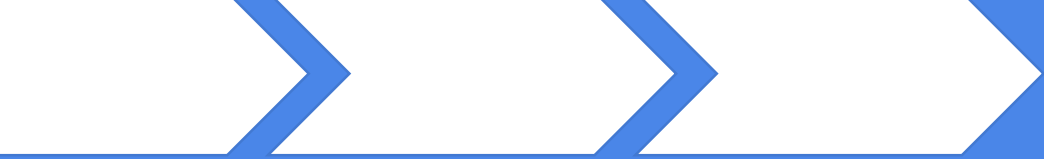


Source: On the Map - LEHD Census Data 2003 and 2013

Employment Density



Source: Employment Density Maps, Southeast Michigan Council of Governments (SEMCOG)



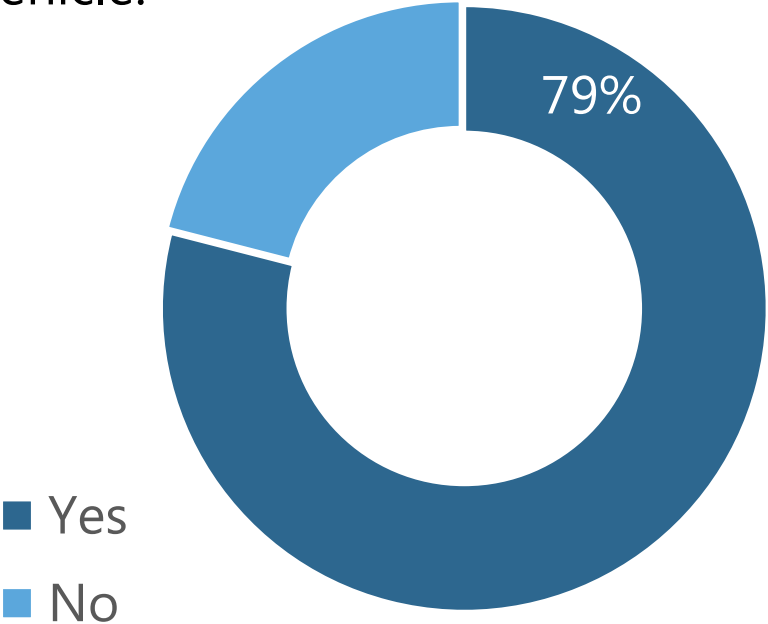
ACCESS TO TRANSPORTATION

Access to a Vehicle – reliable transportation

2015 Michigan Works! Survey of Job seekers noted that #1 issue with finding and keeping a job is access to a vehicle and/or reliable transportation.

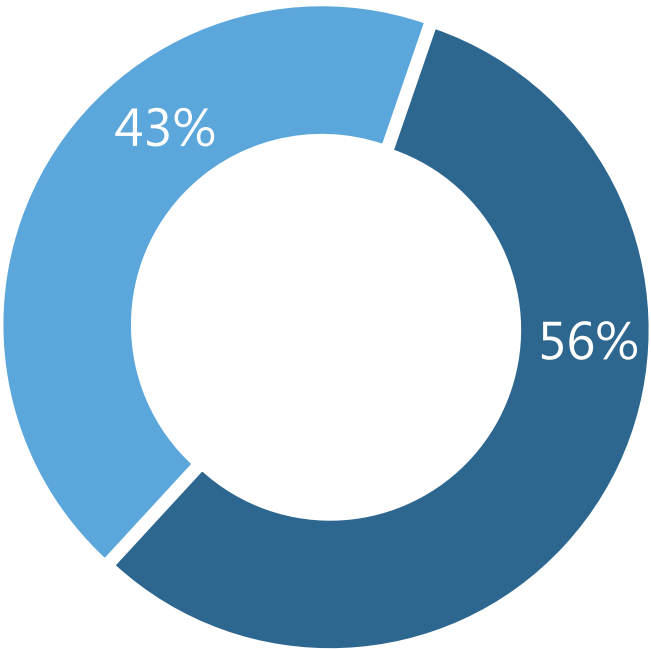
Access to a Vehicle

1 in 5 respondents from the Michigan Works! Report do not have access to a vehicle.



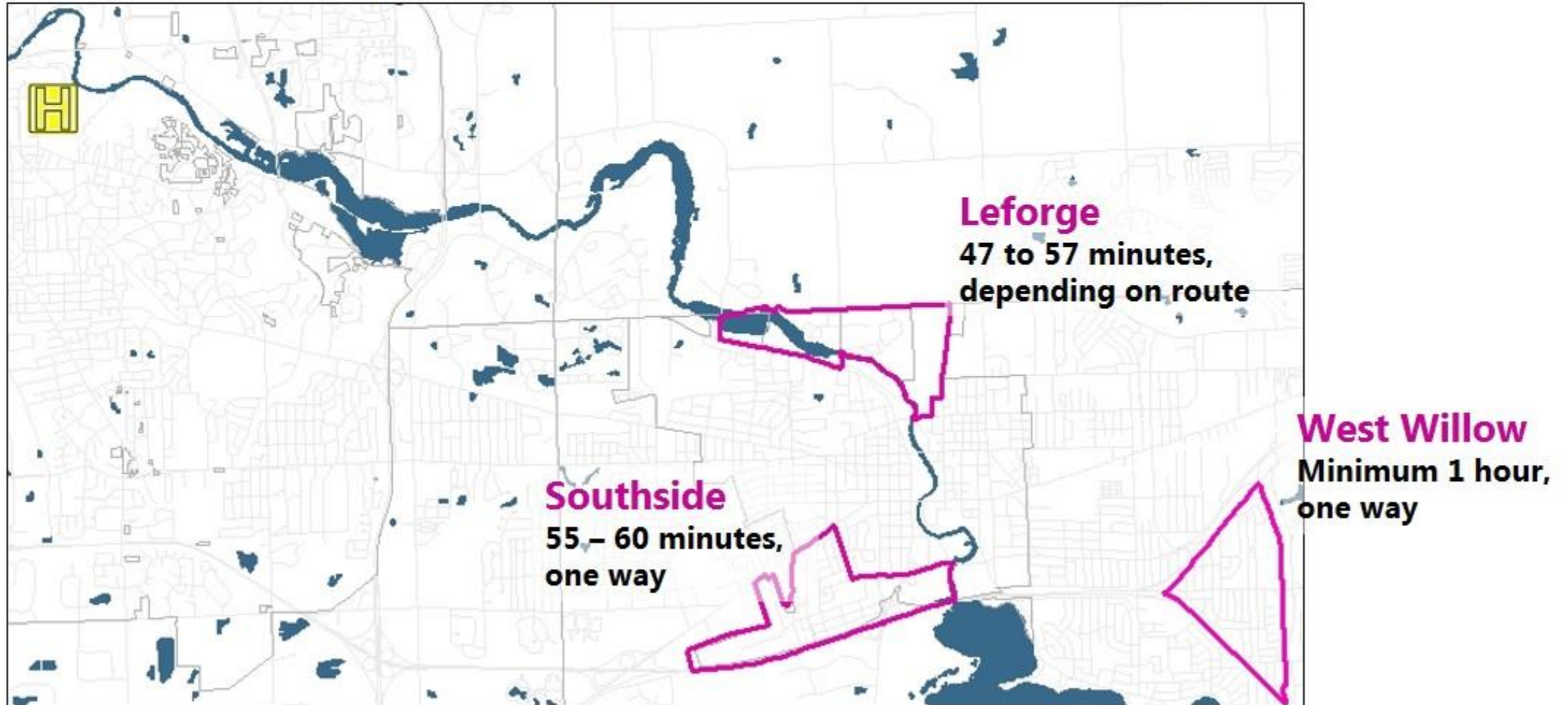
Vehicle Maintenance

Among those with vehicle access, has the vehicle needed repairs that you could not afford to pay for in the last two years?



Commuting by bus

While [AAATA The Ride] greatly improved, travel times from the following locations to U of M Hospital usually hover about 1 hour one way:



Many focus group participants shared concerns about access to transportation and jobs, especially in areas (i.e. Ypsilanti City and Township) of predominantly African American residents.

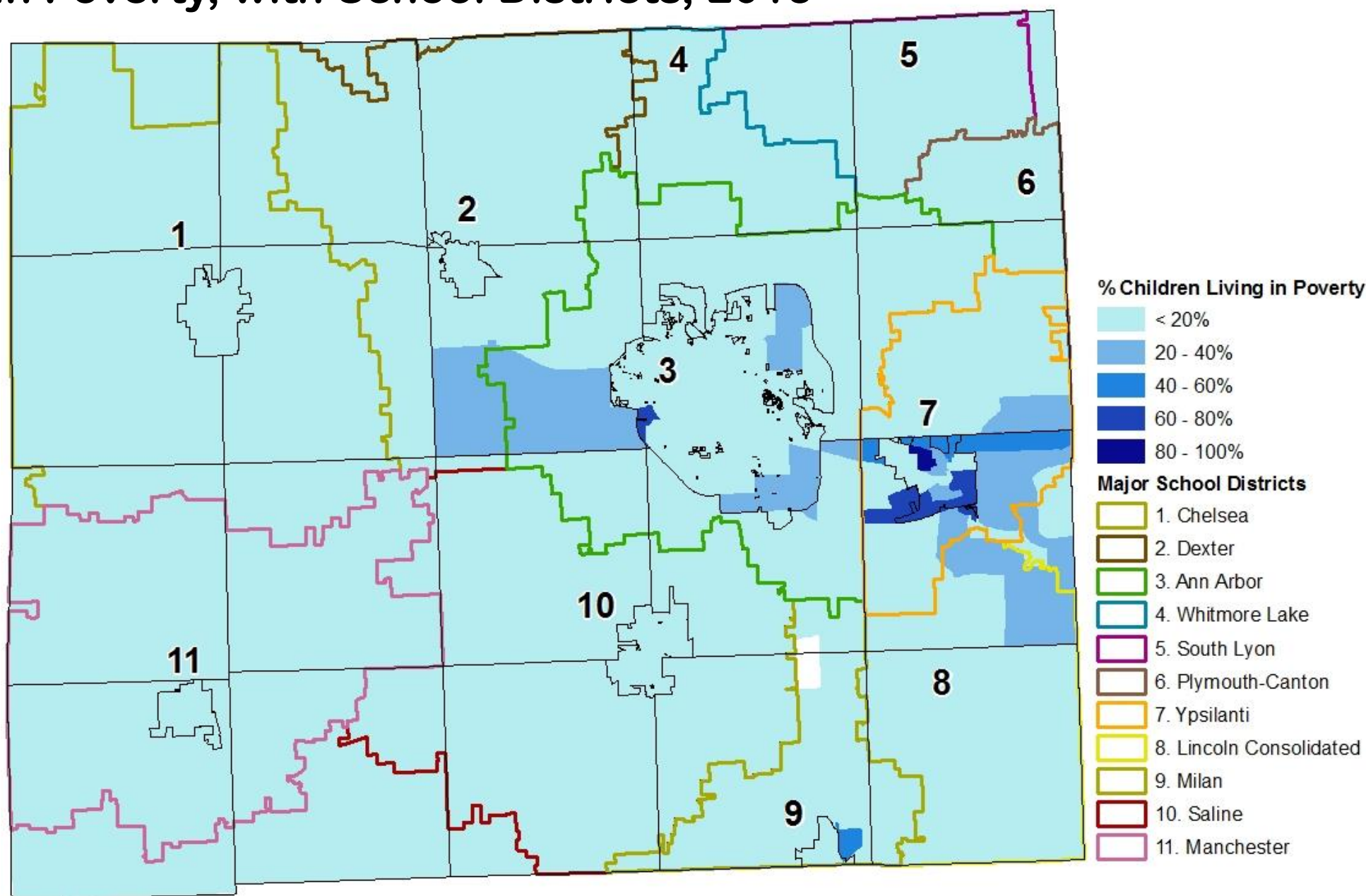
Focus group participants from the Ann Arbor Center for Independent Living spoke to their concern of accessibility to the physical bus stop, noting the lack of sidewalks and other infrastructure issues creates barriers to boarding the bus.



ACCESS TO EDUCATION

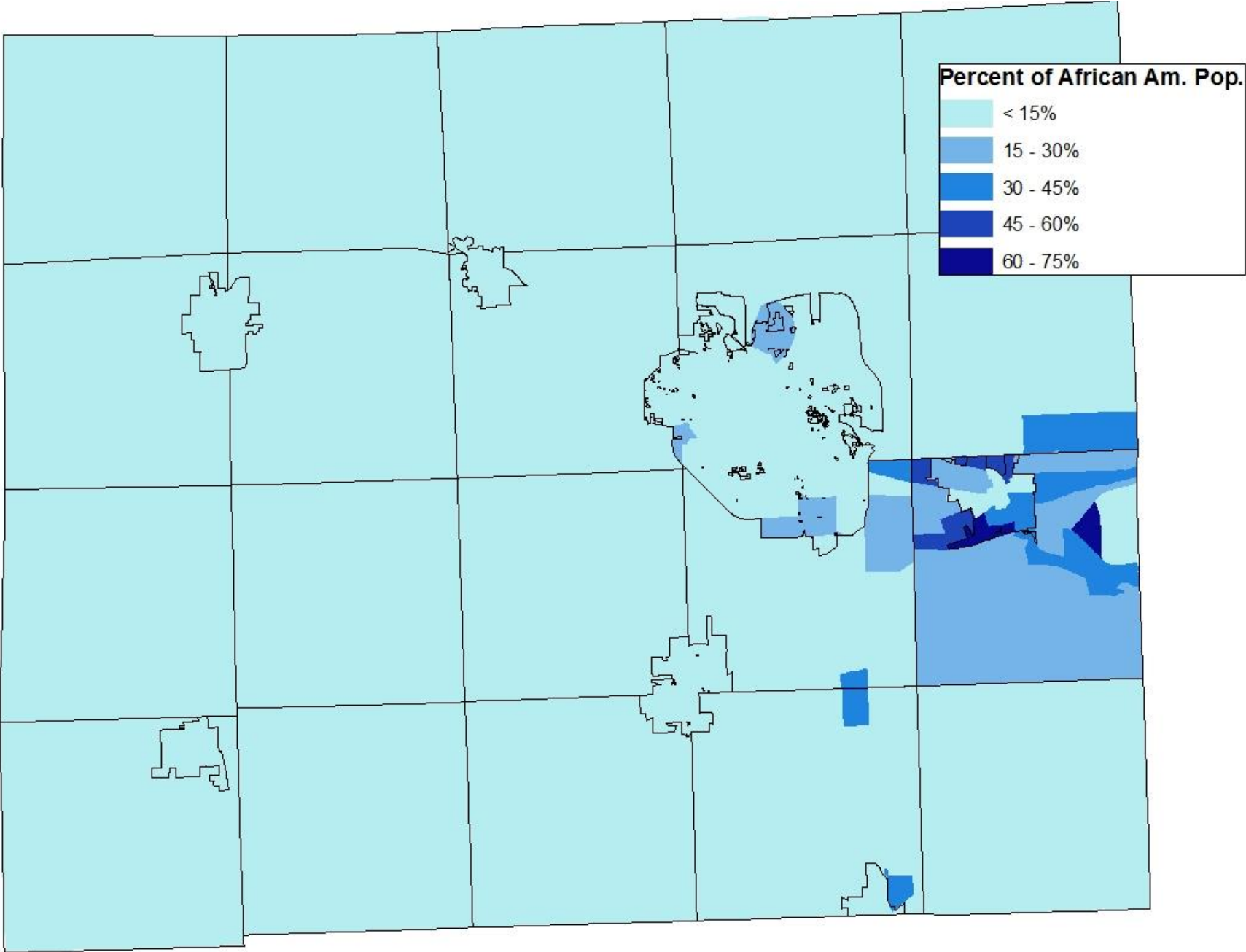
The Goal: Support efforts to create an equitable county-wide public education system

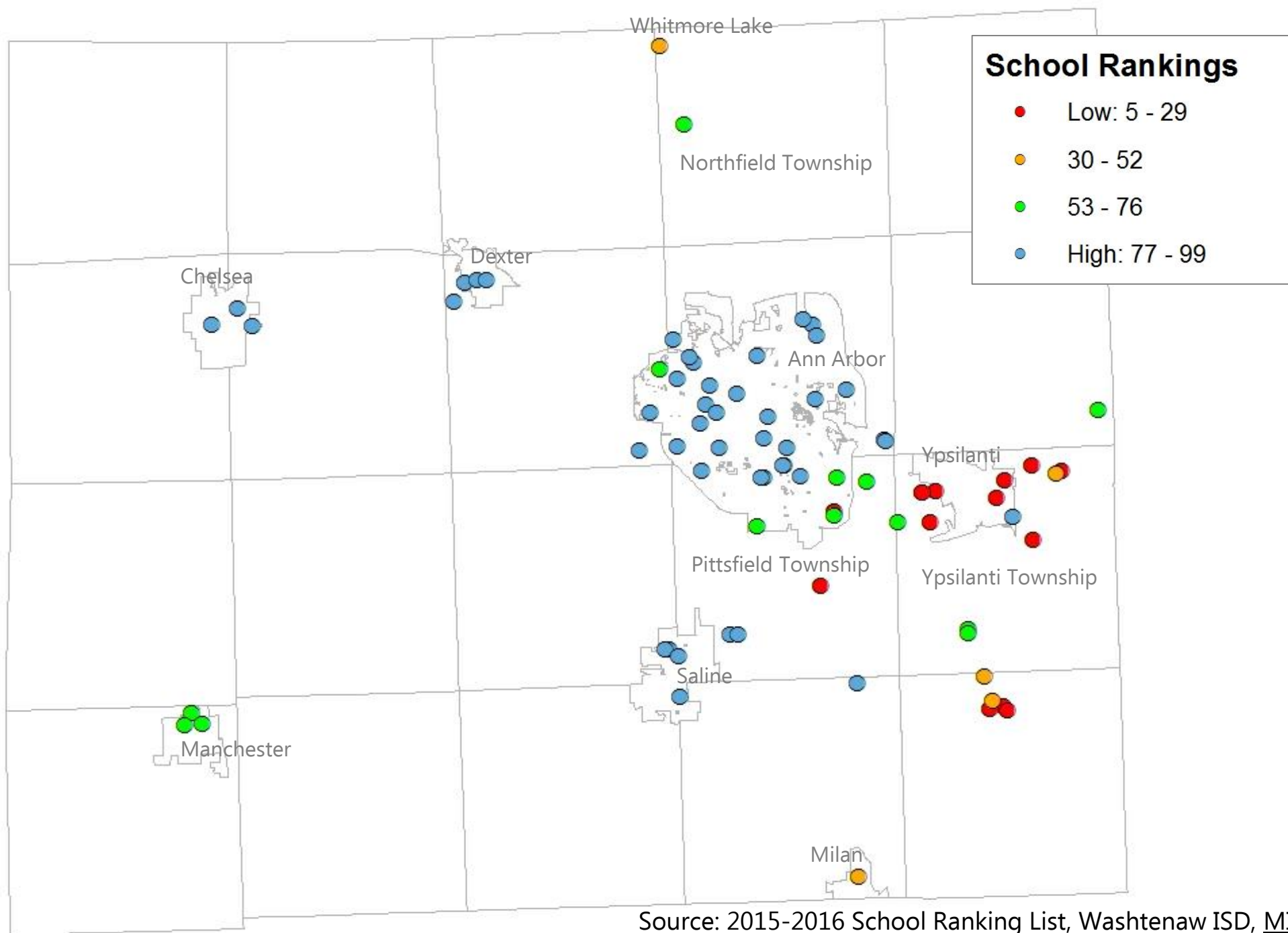
Children Living in Poverty, with School Districts, 2015



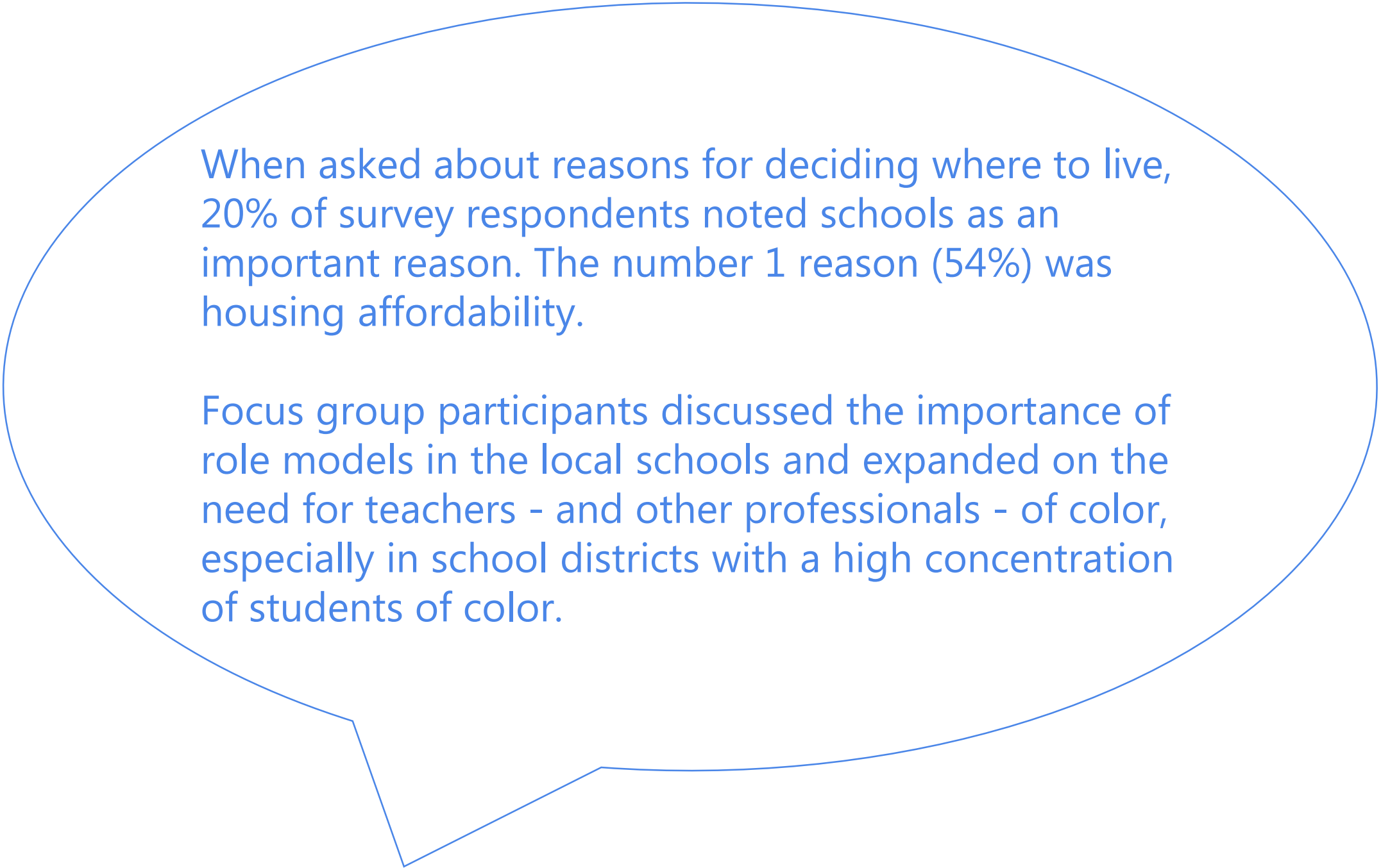
Source: Race by Black or African American Alone, 2015 American Community Survey 5-year Estimates

African-American population by census tract – 2015





Source: 2015-2016 School Ranking List, Washtenaw ISD, [MI School Data](#)



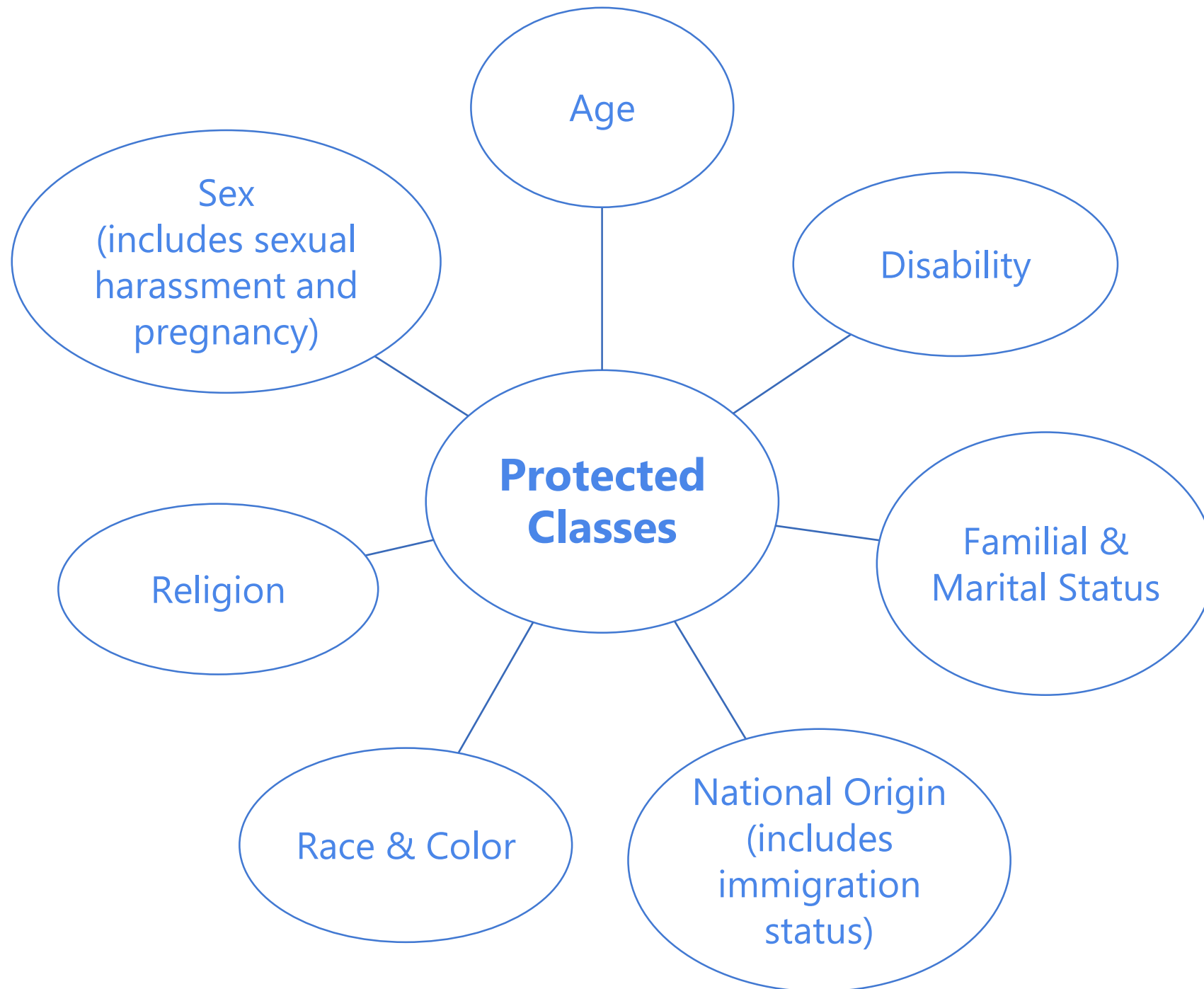
When asked about reasons for deciding where to live, 20% of survey respondents noted schools as an important reason. The number 1 reason (54%) was housing affordability.

Focus group participants discussed the importance of role models in the local schools and expanded on the need for teachers - and other professionals - of color, especially in school districts with a high concentration of students of color.

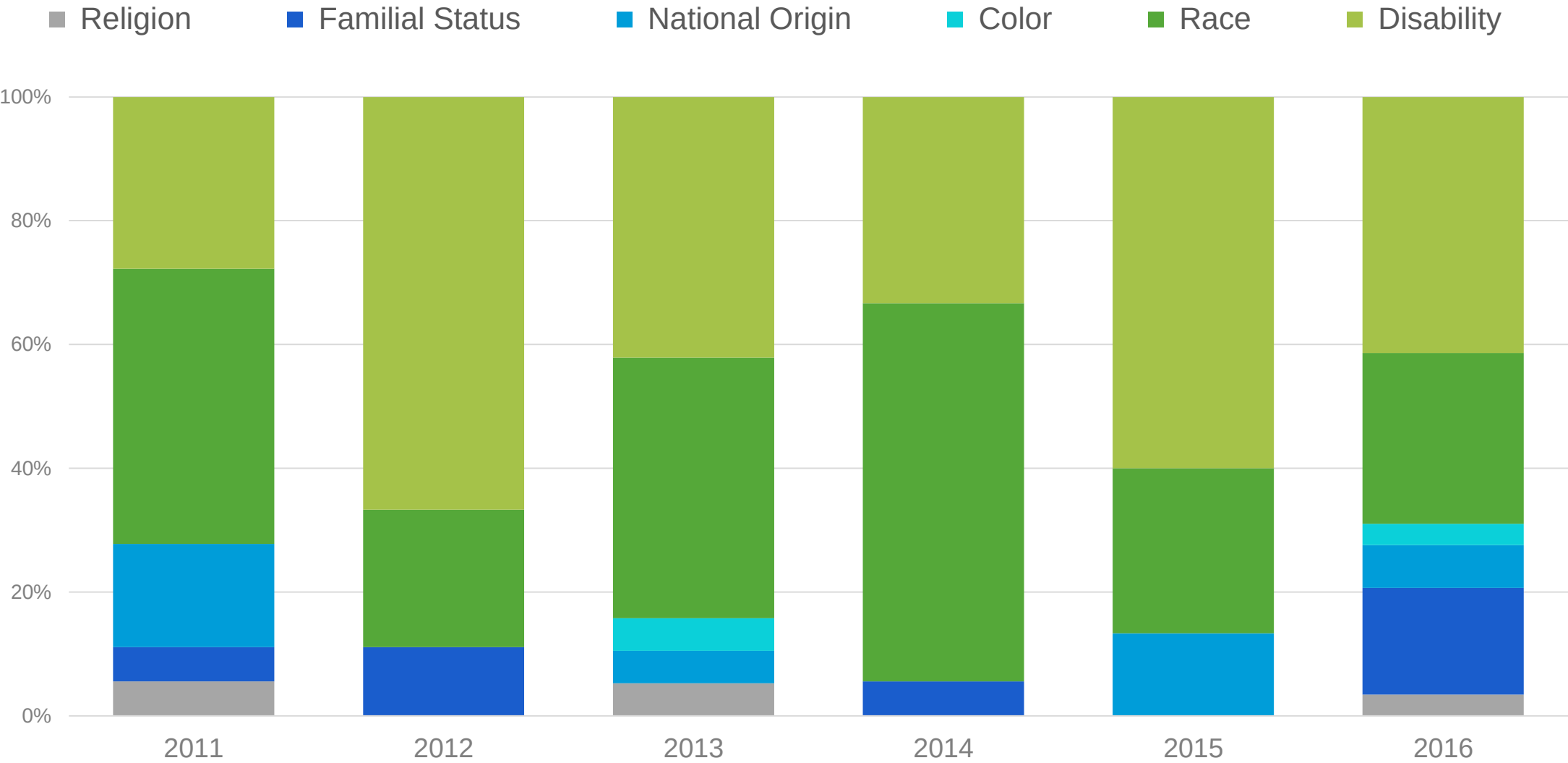


FAIR HOUSING

Provide ongoing education and advocacy around fair housing issues.



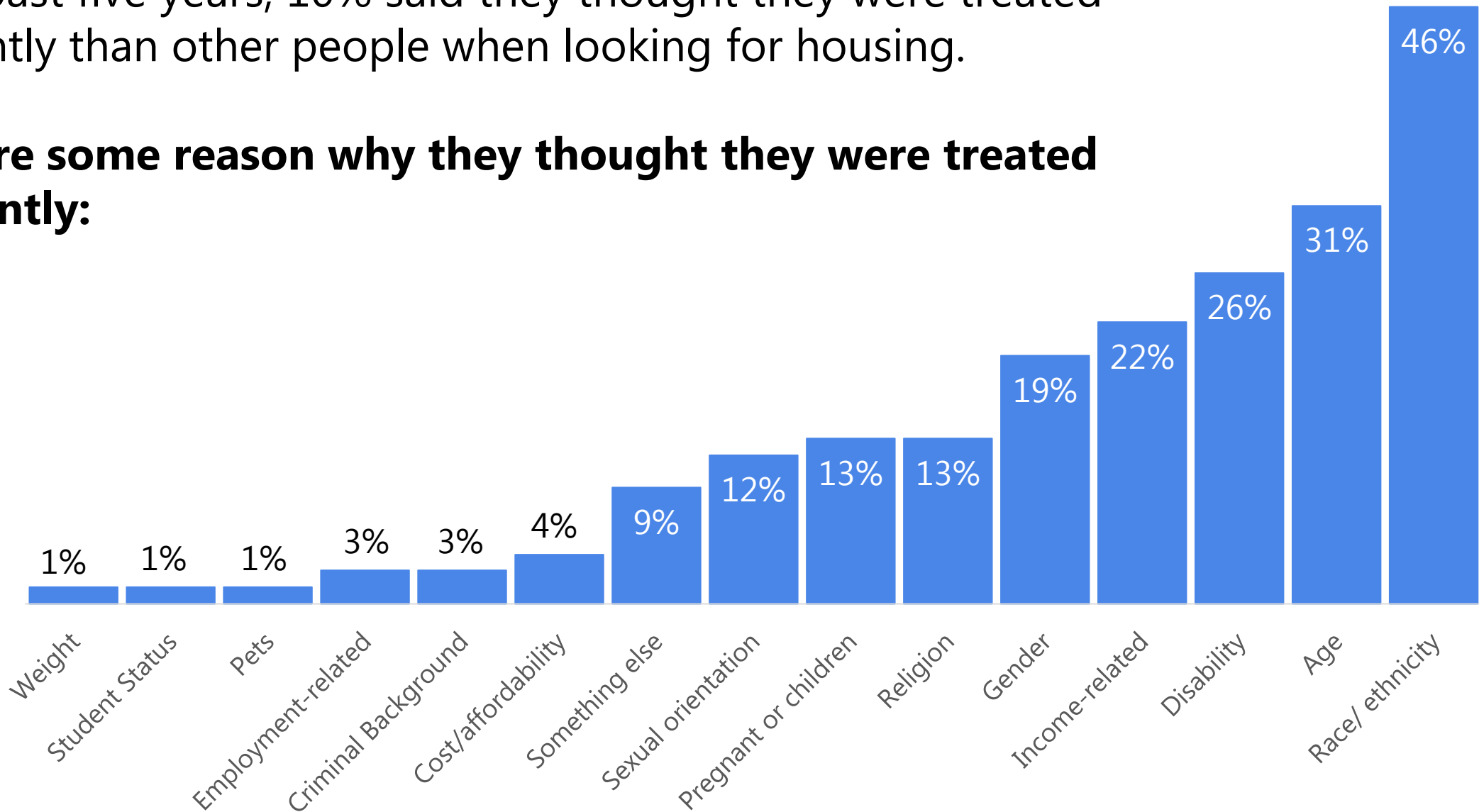
Fair Housing Cases Filed in Washtenaw County

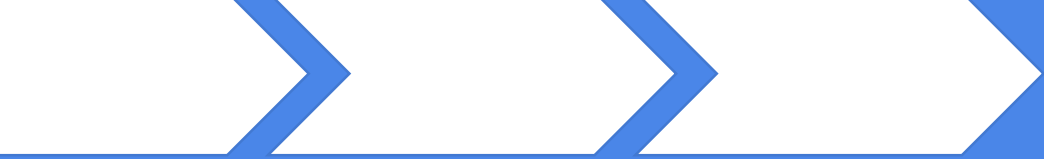


Source: Reported by HUD, the Office of Fair Housing and Equal Opportunity, August 2017

Among survey respondents who said they had trouble finding safe, quality and/or affordable housing in a neighborhood of their choice in the past five years, 10% said they thought they were treated differently than other people when looking for housing.

Here are some reason why they thought they were treated differently:





Focus on Ypsilanti

Goals and implementation impacting Ypsilanti



Goals & Strategies – Neighborhood Investment

- Commit Community Development Block Grant (CDBG) funds to Racially and Ethnically Concentrated Areas of Poverty
 - Acquisition, Development, Resale – to increase number of owner-occupied homes
 - Down Payment assistance for owner-occupant homes
 - Park improvements (in coordination with community)
 - Exterior home improvements for owner-occupants
 - Other community infrastructure projects in those areas



Goals & Strategies – increase employment opportunities

- Partner with local agencies to identify skills gap in the labor market's hiring pipeline
 - Find ways to connect residents to training and employment opportunities, especially in high unemployment areas
- Explore targeted hiring and/or training programs from anchor institutions to recruit and train residents in areas with high poverty and high unemployment
 - Include additional support for residents including transportation options



Goals & Strategies – Increase Fair Housing Education

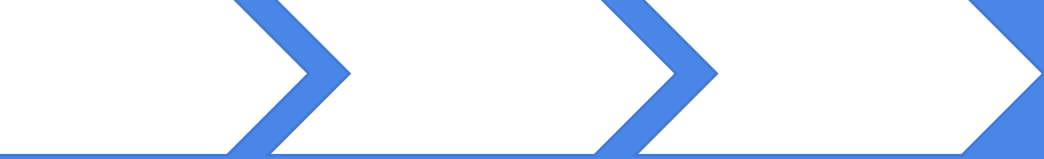
- Work with local units on providing residents information on fair housing and common types of discrimination
- Support Fair Housing Center outreach and education efforts with government and non-profit partners
- Encourage more residents of color to participate as “testers” for Fair Housing Center to support their efforts to combat discrimination



Discrimination Resource

www.fhcmichigan.org | 877.979.3247

Investigative services | Advocacy | Conciliation + Advice | Community Education



Questions?

www.ewashtenaw.org/affh



Resolution No. 2017-264
November 28, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, Melinda Ann O'Neill, owner of Harmony Lane, 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 17 North Washington St, Ypsilanti, MI 48197, Washtenaw County; and

WHEREAS, a public hearing to consider the application to New Class C for Harmony Lane, LLC was duly noticed and held on November 28, 2017

NOW, THEREFORE, BE IT RESOLVED THAT the request of Melinda Ann O'Neill owner of Harmony Lane, LLC for the property located at 17 North Washington, be approved contingent upon approval by the Washtenaw County Health Department, Building Department and Fire Department Review.

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: Harmony Lane, LLC **Date of Birth:** 12/31/1974

Home address: 44233 Harmony Lane **Apt.#**

City/State/Zip code: Belleville, MI 48111

Home phone: (734) 796-6175 **Business Phone:** (734) 796-6175

Email address (optional): 17NorthWashington@gmail.com

NAMES OF ALL PARTNERS OF THE APPLICANT, IF ANY:

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: 17 North Washington, Ypsilanti, MI 48197
(Attach legal description of the premises)

Name and Address of Premise Owner: Beal Properties, LLC

23 North Washington
Address

Ypsilanti, MI 48197
City/State/Zip code

SUPPLY WRITTEN EVIDENCE: That the Applicant has the right to possess the premises from the property owner.

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 November 1, 2017, and that the liquor license may issue on or after that date.

Signature of Applicant: _____

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: _____

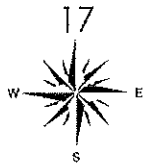
Date: _____

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.



17 North
@17 North Washington
Ypsilanti, MI 48197
17NorthWashington@gmail.com
(734) 796-6175

MEMORANDUM

Date: 9/5/2017

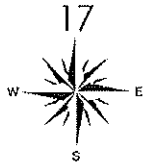
To: Joseph Meyers
Community Development Manager
Ypsilanti Downtown Development Authority
1 S Huron St
Ypsilanti, MI 48197

From: Melinda Ann O'Neill, President

Re: New/Transfer Liquor License Assurances/Evidence

Pursuant to the application requirements of the Ypsilanti Downtown Development Authority (YDDA) for a new/transfer liquor license, please note the following:

- **The Business Plan** for 17 North is attached, which lists numerous benefits to the City, including an estimate of how many employees the bar will hire.
- **Notarized Evidence** is attached from Harmony Lane, LLC (heretofore known as APPLICANT) that all attempts were made to acquire an escrowed license. This includes letters sent to escrow licenses currently in the transfer process.
- **Evidence** is attached that the APPLICANT has the right to possess the premises from the property owner, Beal Properties, LLC - see Lease Agreement.
- **Evidence** is attached that the APPLICANT is in compliance with the Zoning Ordinance, per City of Ypsilanti zoning map and the Ordinance.
- **Evidence** is attached that the APPLICANT has committed a capital investment of at least \$75,000 to be expended for rehabilitation or restoration of the building before the license is issued. See attached for itemized quotes.
- The APPLICANT **understands and assures** against violating 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 recognizes that a violation on the premises may be cause for the City objecting to renewal of the license or requesting revocation of the license.
- The APPLICANT **understands and assures compliance** (see attached memorandum) with the City of Ypsilanti's ordinance prohibiting public nudity, **and is aware** 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.
- The APPLICANT provides **assurance** that the premises will be open to the general public at least 10 hours a day, 5 days a week.
- The APPLICANT provides **assurance** that the premises will have a seating capacity of at least 25 people.



17 North
@17 North Washington
Ypsilanti, MI 48197
17NorthWashington@gmail.com
(734) 796-6175

MEMORANDUM

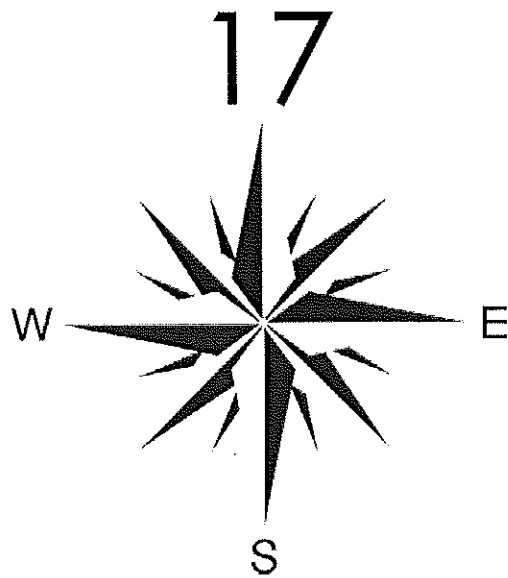
Date: 9/5/2017

To: Joseph Meyers
Community Development Manager
Ypsilanti Downtown Development Authority
1 S Huron St
Ypsilanti, MI 48197

From: Melinda Ann O'Neill, President

Re: Assurance of Compliance with Washtenaw County Ordinance

Pursuant to the application requirements of the Ypsilanti Downtown Development Authority (YDDA) for a new/transfer liquor license, 17 North applicant understands and will comply with the City of Ypsilanti's ordinance prohibiting public nudity, and is aware 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.



Business Plan:
17 North

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Executive Summary

The vision for 17 North is to establish a local restaurant/bar/music venue in the heart of downtown Ypsilanti. 17 North will provide a casual, relaxed atmosphere, live entertainment and top-notch food. Investing in this ideal location is an opportunity to attract locals and students as well as expand the market to all of Metro Detroit with a focus on community and urban planning. Music lovers and culinary snobs will come from near and far to enjoy 17 North.

Highlights

As a start-up restaurant and bar, the goal for 17 North is to increase the number of patrons by a minimum of 15% each year by offering attractable, affordable entertainment and food options. Knowing the restaurant industry is competitive in the area, the focus on developing a communal feel in a maturing city is the foundation for revenue. We believe the target market for this location includes a diverse group of young professionals to a middle-aged audience who looks to enjoy great food and people, have a safe and clean place to meet friends and/or bring family for an evening out. We will capitalize on this prospective audience by offering the best local options in food and entertainment with emphasis on engaging Ypsilanti locals and Eastern Michigan University students and faculty.

Objectives

- Capitalize on an excellent location offering a safe, clean and overall wonderful place to gather
- Boast an excellent menu that becomes a central attraction
- Offer consistent, quality entertainment by attracting established acts as well as up-and-coming artists/musicians/comedians
- Work with area committees and groups to launch community conversations and urban planning ideas (Engage@EMU, YCS, etc.)
- Identify community-based initiatives and offer a venue for support and awareness (National Kidney Foundation, Gift of Life Michigan, American Heart Assoc., etc.)

Mission Statement

Give customers an experience with food, atmosphere and entertainment comparable to none.

Keys to Success

- Family of investors who were born and raised in Ypsilanti
- Vested interest in being a part of the successful growth of downtown Ypsilanti
- Employ at least 10 staff, with preference to local residents and students – to ensure a true investment in the city
- Community engagement

Description of Business

17 North will bring a refreshing experience to the restaurant and nightlife scene to an historic venue in downtown Ypsilanti. The focus of the restaurant/bar is to offer great food at an affordable price while presenting options for nightlife and entertainment. With the city's business expansions over the past few years, we feel the restaurant/bar offering is directly in-line with the driving needs of the community, relative to the nearby university, local families and area professionals. 17 North will welcome a lunch-to-dinner crowd while remaining open through 2am to offer a late-night bar experience. The casual, clean and industrial décor will feature art from local vendors focused on Ypsilanti history, including EMU and a proud foundation for manufacturing. 17 North features a bar-style menu specializing in 'just really, good bar food' which will offer distinction from other downtown restaurants serving more of a dinner menu. 17 North will also feature a full selection of liquor and beer, a large dance floor, DJ booth, stage for live shows, multiple pool tables and large-screen televisions to accommodate a late-night club experience.

Company Ownership/Legal Entity

Harmony Lane, LLC is a sole-proprietorship owned by Melinda Ann O'Neill (nee Prince), a new LLC based out of Belleville, MI. Melinda Ann was born in Ypsilanti, MI and graduated from Willow Run High School. She has strong ties to the area, as over 30 family members still reside in the city. Melinda Ann, along with her husband, Dr. Jim O'Neill, are excited to invest in the community as they'd like to expand their strong roots for their family. Two of her seven children currently attend Washtenaw International Middle Academy in Ypsilanti, MI. This will be the first endeavor for Harmony Lane, LLC. Melinda Ann's family owned a restaurant in Saline, MI for over 10 years, where she and her mother built a successful business model based upon excellent food and superior customer service.

Location

17 North is in an ideal location for a restaurant/bar. Being a part of true downtown Ypsilanti is vital for this type of venue to succeed. Eastern Michigan University, home to over 25,000 students and faculty members, is located less than a mile away. EMU's College of Business resides only a few blocks away with the Ypsilanti Transit Center being steps from our front door. Located in the heart of downtown Ypsilanti, 17 North is in the perfect position for the walk-ability traffic the city needs.

Interior

17 North offers a large footprint for any business. Housing over 6,000 square feet, the overall theme lends to an industrial, rustic trend with a nod to college and family life. 17 North will highlight art from local students as well as the history of area schools and its legacy of manufacturing. Compartmentalizing the areas within 17 North will be a key to identifying natural spaces for dining, live entertainment and dancing. This will be done by table and furniture placement in order to transition each day from restaurant to evening entertainment venue.

Hours of Operation

17 North will be open every day from 11:00 a.m. – 2:00 a.m.

Products and Services

17 North will offer a small menu highlighting top-notch bar food along with a full-service liquor, beer and wine bar. Events will vary depending on the night. 17 North will house events including but not limited to musical acts and comedy shows.

Suppliers

17 North will utilize as many local suppliers as possible. As noted earlier, the goal is to showcase the heritage and new trends of the City.

Service

Customer Service is one area in which 17 North will be a true leader. Following a Net Promotor Score format, we will take customer service to an entirely new level by keeping customers *and* employees happy and engaged. 17 North wants to be your neighborhood bar and grille, where families and students can stop in and experience kind souls who genuinely care about your day.

Management

Melinda Ann O'Neill will manage the overall business model and finances. Her background in running a family restaurant with her mother will be an integral part of what is needed to form a successful, employee and customer-focused venue. Many of the practices being put in place to run 17 North come from lessons learned while becoming a successful IT Executive focused on team-building and process-driven daily activities resulting in high revenue streams, customer-focused awards and employee retention. Dr. Jim O'Neill will support the business model boasting over two decades of successful consulting practices with a focus on research. Together, The O'Neill's will operate and support the business financially. Bradley Angle will be 17 North's General Manager. With over three years of management in the restaurant industry, Bradley will handle the day-to-day decisions and employee needs as well as manage the club/bar in the late evening, including event scheduling and closing duties.

17 North will be a vision-based company with support mechanisms in place to ensure employees have a positive, healthy lifestyle by allowing work-life balance benefits including financial assistance with child care, flexible student schedules and paid transportation for those needing assistance with travel to and from work. Harmony Lane, LLC believes in promoting positivity in the work place which directly affects the daily health and well-being of employees.

Financial Management

As a start-up business, 17 North is projecting the following costs within the first year, based upon the current condition of the building as well as traditional up-front costs. A projected budget for operations is provided on the last page.

Renovations:

• Façade:	\$20,000
• Floor:	\$10,000
• Ceiling:	\$ 5,000
• Walls:	\$ 5,000
• Plumbing:	\$20,000
• Windows/Doors:	\$20,000
	\$80,000

Equipment:

• Deep Fryers:	\$ 2,000
• Flat-top:	\$ 5,000
• Video Games	\$ 5,000
	\$12,000

Signage and Advertising/Marketing:

• Signage:	\$ 5,000
• Advertising/ Marketing:	\$ 1,000
	\$ 6,000

License/Insurance:

\$2,000

Supplies:

\$15,000

GRAND TOTAL	\$115,000
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Marketing

Market Analysis

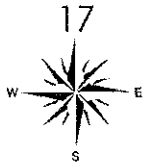
Local families, Eastern Michigan University students, and local professionals will be the primary target market for the restaurant/bar. We're expecting a big draw of 21- to 35-year-olds, as it will be the largest club within walking distance [from EMU] to the heart of downtown Ypsilanti. Melinda Ann has a well-established network from her role as a sports reporter for the Detroit Tigers and Detroit Pistons. She also brings a loyal following of contacts who support her efforts with Vista Maria where she was named Mentor of the Year in 2016. As a living kidney-donor she has worked very closely with Gift of Life Michigan as well as The National Kidney Foundation. She plans to utilize these networks heavily and depend on the great people of Ypsilanti for support. Using a combined social network (8,000+ Facebook friends and social media contacts), 17 North will book regional and national comedy and music acts on a weekly basis. Projected net revenue from each show will be \$4,000.

Advertising and Promotion

- Advertising primarily will rely upon the following strategies: Mobilizing social media (currently 8,000+ Facebook connections and social media contacts). We also plan on purchasing ad space on local billboards lining 94 near Huron.
- Utilizing existing partnerships in the community, including Engage@EMU (via Decky Alexander, Director) and local/regional music and comedy artists
- Maximizing sponsorships of area events (e.g., Heritage Festival, Elvis Fest, Car shows, EMU football games etc.), based upon community connections
- Hosting and sponsoring cause-based platforms (e.g., Gift of Life, American Cancer Society, American Red Cross etc.)

Projected Operational Expenses

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Controllable Expenses:												
Salaries/Wages	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
Advertising	50	50	50	50	50	50	50	50	50	500	50	50
Travel/Auto	50	50	50	50	50	50	50	50	50	50	50	50
Dues/Subs.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Utilities	2200	2200	2200	2200	2200	2200	2200	2200	2200	2200	2200	2200
Misc.	100		100		100		100		100		100	
Subtotal	7400	7400	7400	7400	7400	7400	7400	7400	7400	7400	7400	7400
Fixed Expenses:												
Rent	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
Depreciation												
Insurance	450	450	450	450	450	450	450	450	450	450	450	450
Permits/Licenses												
Loan Payments	250	250	250	250	250	250	250	250	250	250	250	250
Misc.	300	300	300	300	300	300	300	300	300	300	300	300
Subtotal	6000	6000	6000	6000	6000	6000	6000	6000	6000	6000	6000	6000
Total Expenses	13,400	13,400	13,400	13,400	13,400	13,400	13,400	13,400	13,400	13,400	13,400	13,400



17 North
@17 North Washington
Ypsilanti, MI 48197
17NorthWashington@gmail.com
(734) 796-6175

AFFIDAVIT

Date: 9/5/2017

To: Joseph Meyers
Community Development Manager
Ypsilanti Downtown Development Authority
1 S Huron St
Ypsilanti, MI 48197

From: Melinda Ann O'Neill, President

Re: Attempts to Acquire an Escrowed Liquor License in Washtenaw County

Pursuant to the application requirements of the Ypsilanti Downtown Development Authority (YDDA) for a new/transfer liquor license, 17 North has made all reasonable attempts to acquire an escrowed liquor license, which included the following steps:

- Identification of all owners (total = 17) who currently hold available escrowed licenses in Washtenaw County (See attached for list). Of the 17 identified, 11 were pending a transfer, which reduced the number of currently available escrow licenses to 6;
- A request to purchase a license was sent to all identified owners via certified U.S. Mail (see attached for receipts). Note: Requests were also mailed to all owners with licenses identified as transfer-pending, in case the opportunity to purchase the license was an option; and
- After 30 days since the certified letters were sent, there were no responses from the owners or their representatives through any means offered (i.e., letter, e-mail or phone).

Signed

Date

9-6-17

NOTARY: Acknowledged before me in Washtenaw County, Michigan, on 9-6-2017 (year) by Harmony Lane, a Michigan limited liability company, for the company.

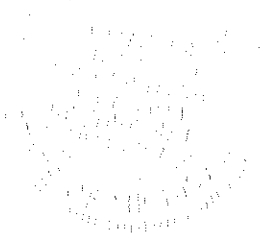
Notary Public Signature:

Notary's Name: RONALD MAXWELL

Acting in the County of Washtenaw

My Commission expires: 10/07/2023

Ronald Maxwell
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires Oct, 7, 2023
Acting in the County of Washtenaw



OWNER	DBA	Certifie
303 S. ASHLEY, LLC	THE BEER GROTTO 238010 N	7017 10
5Z RESTAURANTS ANN ARBOR, LLC	BURGERFI 232181 Y	7017 10
A2M1 OLD CAROLINA BARBEQUE COMPANY, LLC	OLD CAROLINA BARBEQUE COMPANY 235153 Y	7017 10
ARGIERO BROTHERS, INC.	ARGIEROS ITALIAN RESTAURANT 3313 N	7017 10
JBD ANN ARBOR, LLC	JIM BRADY'S DETROIT 239266 N	7017 10
MICHIGAN DEPARTMENT OF TREASURY	243681 N	7017 10
SAVCO LLC	BABO 227499 Y	7017 10
SHAW RESTAURANTS II, INC.	THE MELTING POT-ANN ARBOR 198293 N	7017 10
TK HOLDINGS, LLC	224737 N	7017 10
TERRY B'S, LLC	163974 Y	7017 10
THE MANCHESTER HOTEL COMPANY, INC.	BLACK SHEEP TAVERN 5336 Y	7017 10
THE 107 GROUP, INC.	MANGIAMO'S 223757 N	7017 10
ARTIKI INC.	CREEKSIDE GRILL & BAR 5472 Y	7017 10
L K, INC.	ROGER MONK'S 1186 N	7017 10
ABRAZALO LLC	EL TEPETATE 232737 N	7017 10
MJR PRODUCTIONS INC.	"PAPI'O" 176012 Y	7017 10
WOODSTONE GRILL, INC.	WOODSTONE GRILL 234570	7017 10

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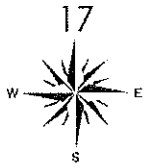
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17 North
@17 North Washington
Ypsilanti, MI 48197
17NorthWashington@gmail.com
(734) 796-6175

MEMORANDUM

Date: 8/30/2017

To: Brian Coker, Woodstone Grill, Inc.
6011 Eagle Trace Dr
Ypsilanti, MI 48197

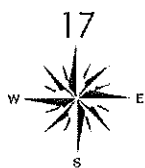
From: Melinda Ann O'Neill, President

Re: MI Liquor License in Escrow: Washtenaw County

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MEMORANDUM

Date: 8/30/2017

To: Mark Finley, MJR Productions, Inc.
3850 Vorhies Rd
Ann Arbor, MI 48105

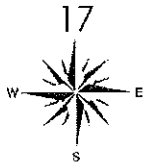
From: Melinda Ann O'Neill, President

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MEMORANDUM

Date: 8/30/2017

To: Andrew Epstein, Abrazalo, LLC
4631 Midway Dr
Ann Arbor, MI 48103

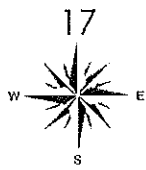
From: Melinda Ann O'Neill, President

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MEMORANDUM

Date: 8/30/2017

To: Erik Kolodzinski, LK, Inc.
3167 Lake Haven Dr
Ann Arbor, MI 48105

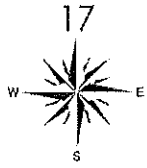
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MEMORANDUM

Date: 8/30/2017

To: Andrew Copp, Artiki, Inc.
2008 S State St
Ann Arbor, MI 48103

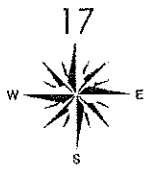
From: Melinda Ann O'Neill, President

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MEMORANDUM

Date: 8/30/2017

To: The 107 Group, Inc.
367 Rosebud Lane
Saline, MI 48176

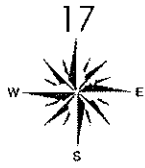
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MEMORANDUM

Date: 8/30/2017

To: The Manchester Hotel Company, Inc.
115 E Main St
Manchester, MI 48158

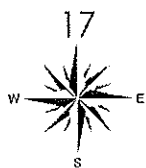
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MEMORANDUM

Date: 8/30/2017

To: Terry B's, LLC
7296 Ann Arbor St,
Dexter, MI 48130

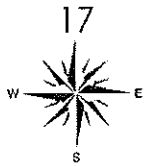
From: Melinda Ann O'Neill, President

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MEMORANDUM

Date: 8/30/2017

To: Theodore Kennedy
TK Holdings, LLC
7700 Jackson Rd,
Ann Arbor, MI 48103

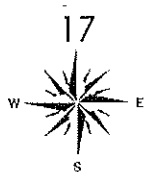
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MEMORANDUM

Date: 8/30/2017

To: Mark Shaw
Shaw Restaurants, Inc.
3867 W Market Street, Suite 281
Akron, OH 48333

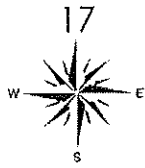
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MEMORANDUM

Date: 8/30/2017

To: Michigan Department of Treasury
241 E Liberty St, Ann Arbor, MI 48104

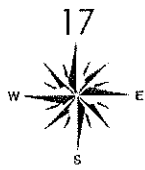
From: Melinda Ann O'Neill, President [REDACTED]

Re: MI Liquor License in Escrow: Washtenaw County

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MEMORANDUM

Date: 8/30/2017

To: JBD Ann Arbor, LLC
39572 Woodward Ave, Suite 222, Bloomfield Hills, MI 48304

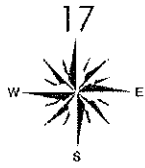
From: Melinda Ann O'Neill, President [REDACTED]

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MEMORANDUM

Date: 8/30/2017

To: Argiero Brothers, LLC
300 Detroit St, Ann Arbor, MI 48104

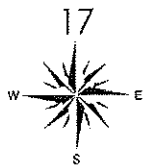
From: Melinda Ann O'Neill, President [REDACTED]

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MEMORANDUM

Date: 8/30/2017

To: Evgeny Zhuravlev, 5Z Restaurants Ann Arbor, LLC
1960 S. Hammond Lake Drive, Bloomfield Hills, MI 48302

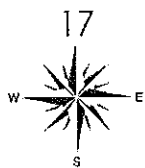
From: Melinda Ann O'Neill, President [REDACTED]

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MEMORANDUM

Date: 8/30/2017

To: Troy Ontko, 303 S. Ashley, LLC
303 S. Ashley St, Ann Arbor, MI 48104

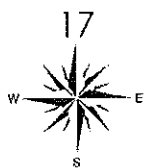
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MEMORANDUM

Date: 8/30/2017

To: 303 S. Ashley, LLC
303 S. Ashley St, Ann Arbor, MI 48104

From: Melinda Ann O'Neill, President

Re: MI Liquor License in Escrow: Washtenaw County

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17 North Washington, Ypsilanti
LEASE AGREEMENT

(1) This Lease made this 9th day of August 2017 by and between

17 N. Washington, LLC the Lessor, hereinafter designated as the Landlord,
And **Harmony Lane, LLC** the Lessee, hereinafter designated as the Tenant.

Description Of Premises

(2) **WITNESSETH:** The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated at:

to wit: 17 North Washington
City of Ypsilanti, MI 48197
Suite 100, 6,380 s.f.
Suite Basement 1, 1,682 s.f.

Term

(3) For a term of August 1st 2017 to October 31st 2020

For the rent of said premises for said term, the sum of one hundred fifty two thousand seven hundred thirty six dollars (\$152,736) in lawful money of the United States payable in monthly installments in advance, upon the first day of each and every month as follows:

<u>Period</u>		<u>Annual Rent</u>	<u>Monthly Rent</u>
4 Months	8/11/17-11/30/17	\$0.00	\$0.00
Year 1	12/1/17-11/30/18	\$60,000.00	\$5,000.00
Year 2	12/1/18-11/30/19	\$60,000.00	\$5,000.00
Year 3	12/1/19-11/30/20	\$60,000.00	\$5,000.00

<u>Option Period</u>		<u>Annual Rent</u>	<u>Monthly Rent</u>
Year 1	12/1/20-11/30/21	\$61,800.00	\$5,150.00
Year 2	12/1/21-11/30/22	\$63,654.00	\$5,304.50
Year 3	12/1/22-11/30/23	\$65,568.00	\$5,464.00

Rent

(4) The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times mentioned, the rent above reserved.

Late Charge

(5) Rents received after the 3rd of the month it is due, will be accompanied by a \$250.00 late charge.

(6) All payments of rent or other sums to be made to the landlord shall be made at such a place as the Landlord shall designate in writing from time to time.

Assignment

(7) The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate his lease and to reenter and repossess the leased premises.

Bankruptcy and Insolvency

(8) The Tenant agrees that if the estate created hereby shall be taken in execution, or by her other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord.

Right to Mortgage

(9) The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver any

demand such further instrument or instruments subordinating this lease to the lien of any such mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees.

Use and Occupancy (10) It is understood and agreed between parties hereto that said premises during the continuance of this lease shall be used and occupied for office and for no other purpose or purposes without the written consent of the landlord, and that the Tenant will not use the premises for any other purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at his option terminate this lease forthwith and reenter and repossess the leased premises through summary proceedings.

Fire (11) It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to tenantable condition; provided however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement or rental during the period of such resulting delay, and provides further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, his agents or employees, and provided further that if the Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefor against the Tenant, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may at his option terminate this lease forthwith by a written notice to the Tenant.

Repairs (12) The Landlord after receiving written notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workmen therefore agrees to keep in good order and repair the roof and the four outer walls of the premises including the doors, door frames, plumbing systems, and electrical systems.

The tenant agrees to maintain the air conditioning system that services this space, and window glass, window casing, window frames and windows, as necessary for the term of the lease.

Insurance (13) The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, or on said leased premises from any cause whatsoever; with the exception of incidents caused by the gross negligence of the Landlord or its representatives and Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of \$1,000,000.00 for damages resulting to one person and \$1,000,000.00 for damages resulting from one casualty, and \$1,000,000.00 property damages insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do, the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

Alterations & Repairs (14) The Tenant further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and ever part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements to said premises without the Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury, consistent with the foregoing. Provided, however, the Tenant may make certain de minimis improvements to the premises without Landlord's consent, such as painting and/or wall papering the interior of the premises. The Tenant covenants and agrees that if the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the demised premises at reasonable times and install or repair ductwork, shafts, pipes, wires and other appliances or make any repairs and/or alterations deemed by the Landlord essential to the use and occupancy of the other parts of the Landlord's building.

Eminent Domain (15) See Exhibit D

Reservation (16) The Landlord reserves the right of free access at all times to the roof of said leased premises and may not rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of the Landlord.

Care of Premises

(17) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises clean and free of rubbish and dirt at all times, and shall further agree that if they do not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt or other material removed, in which event the Tenant agrees to pay all charges that the Landlord shall pay for removing and hauling rubbish and dirt. Said charges shall be paid to the Landlord by the Tenant as soon as bill is presented to him and the Landlord shall have the same remedy as is provided in Paragraph 6 of this lease in the event of Tenant's failure to pay. Landlord shall be responsible for the care of the structure of the building, its systems, utilities that service the building and premises, elevators, common areas, sidewalks, drives, streets, alleys, yards, and parking lot.

(18) The Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

(19) The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, unless such damage shall be caused by the negligence or fault of Landlord, its agents, representatives or employees.

Re-Renting

(20) The Tenant hereby agrees that for a period commencing 90 days prior to the termination of this lease, the Landlord may show the premises to prospective Tenants.

Holding Over

(21) It is hereby agreed that per the Tenants request 60 days before the expiration of the Lease, and with Landlord approval, the Tenant hold over rate is 125% of the current lease rate after the termination of this lease. Thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

Utilities

(22) The Tenant will pay all charges made against said leased premises for electricity, gas, and water.

Advertising

(23) It is further agreed that all signs and advertising displayed in and about the premises, all which have exposure to common areas or the exterior of the building, shall be such only as to advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by Landlord.

Access to Premises

(24) The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. The Landlord shall contact or make every reasonable effort to notify tenant of entry to leased premises in a timely manner before entry. If the Landlord deems any repairs necessary he may demand that the Tenant make said repairs if they are the responsibility of the Tenant, and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at 8% per annum, and if he shall make default in such payment the landlord shall have the remedies provided in Paragraph 6 hereof.

Re-entry

(25) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, repossess the said premises and the Tenant and each and every occupant to remove and put out through appropriate summary proceedings with both Landlord and Tenant having the rights and remedies provided by Law.

Quiet Enjoyment

(26) The Landlord covenants that the said Tenant, on payment of all aforesaid installment and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

Expenses, Damages, Reentry

(27) In the event that the landlord shall, during the period covered by this lease, obtain possession of said premises by reentry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense caused by Tenant and only shall be liable for the same.

possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same.

- Remedies not Exclusive (28) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
- Waiver (29) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.
- Delay of Possession (30) It is understood that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above provided, by reason of the said premises not being ready occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, including delay of Tenant Improvements, the Landlord shall not be liable in damages to the Tenant therefor, but during the period the Tenant shall be unable to occupy said premises as herein before provided, the rental therefor shall be abated and the Landlord is to be sole judge as to when the premises are ready for occupancy.
- Notices (31) Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof is such notice to the Tenant is in writing addressed to the Tenant at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known Post Office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person. Notices may also be deemed secured if hand delivered or telefaxed with written acknowledgment of proof of service by the receiving party.
- (32) It is agreed that in this lease the word "he" shall be used as synonymous with the words "she", "it" and "they", and the word "his" synonymous with the words "her", "its" and "their".
- (33) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.
- Security Deposit (34) The Landlord herewith acknowledges the receipt of Five Thousand Dollars (\$5,000) which he is to retain as security for the faithful performance of all of the covenants, conditions and agreements of this lease, but in no event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for the Tenants' failure to perform the said covenants, conditions and agreements; the Landlord may so apply the security at his option; and the Landlord's right to the possession of the premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security.
- The said sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions and agreements of this lease is to be returned to the Tenant when this lease is terminated, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the premises and delivered possession to the Landlord.
- In the event that the Landlord repossesses himself of the said premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this lease, the Landlord may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obliged to keep the said security as a separate fund, but may mix the said security with his own funds.
- Exhibits (35) Exhibit A1 - Floor Plan for Entire Building & Suite 103
- (36) Exhibit B - Legal Description of Building
- (37) Exhibit C - Rules and Regulations
- (38) Exhibit D - Eminent Domain
- (39) Exhibit E - Landlord and Tenant Work

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

WITNESSED BY:

[REDACTED]

LANDLORD:

17 North Washington, LLC

[REDACTED]

Stewart W. Bear

TENANT:

Harmony Lane, LLC

[REDACTED]

[REDACTED]

18.14.17

Personally Guaranteed By:

Harmony Lane, LLC

[REDACTED]

[REDACTED]

18.14.17

EXHIBIT A
ATTACHED

EXHIBIT B

LEGAL DESCRIPTION

17 North Washington, comprised of real property and improvements, is described as:

Land in the City of Ypsilanti, County of Washtenaw, Michigan, described as:

Parcel I

Commencing in the West line of Washington Street at the Northeast corner of Lot 83 in the Original Plat of the Village (now City) of Ypsilanti, as recorded in Transcripts, Pages 162 and 163, Washington County Records; thence running South along West line of said street, 66 feet 4 1/2 inches to North line of brick building; thence West 120 feet, thence North 66 feet 4 1/2 inches to North line said Lot 83; thence East 120 feet to Point of Beginning, together with right of way in and over strip of land 10 feet in width running South 52 feet 1 1/2 inches from Southwest corner of said above described premises to an ally running East and West,

Parcel II

The South 24.15 feet of the East 110 feet of Lot 86 in the Original Plat of the village (now City) of Ypsilanti, as recorded in Transcripts, pages 162 and 163, Washington County Records.

Commonly known as: 17 North Washington Street, Ypsilanti, MI 48197

Together with all tenements, hereditaments, improvements, and appurtenances, subject to any applicable building and use restrictions and to any easements affecting the land.

EXHIBIT C

RULES AND REGULATIONS

This Lease is subject to the following Rules and Regulations, which are made a part hereof and **shall be uniformly and consistently applied to all occupants of the building:**

FIRST. Tenants, their agents, employees or visitors, shall not in any way obstruct the sidewalks, entry passages, corridors, halls, stairways or elevators, or use the same in any other way than as a means of passage to and from their respective premises, nor permit anything to be done in the premises, nor bring nor keep anything therein, which may in any way increase or tend to increase the rate of fire insurance for the Building, or which may obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or which may conflict with the regulations of the Fire Department or with any rules or ordinances established by the Board of Health; and they shall not make or permit any offensive noises or odors, nor smoke in the elevators or other places designated to be smoke-free, nor throw substances of any kind out of the windows or doors, or down passage ways, nor bring into nor keep within the Building any dogs, cats, or animals of any kind (other than properly-trained leader dogs).

SECOND. Tenants may not install, leave, or store equipment, supplies, furniture or trash in the common areas of the Building (i.e., outside their Leased Premises).

THIRD. Tenant shall not place any merchandise, fixtures or any other thing whatsoever so as to be exposed through the exterior windows of the Leased Premises. Tenant shall not allow anything to be placed against or near any glass in the partitions between the Leased Premises and the halls and corridors. If Tenant is provided with show windows opening either on the street or on the halls, lobbies or corridors of the Building, Tenant shall at all times keep the same in a neat and attractive condition, with a display of goods containing nothing which Landlord shall consider objectionable, and shall keep said display sufficiently illuminated during ordinary business hours whenever and wherever such illumination is necessary for the purpose of the proper and attractive exhibition of such display.

FOURTH. The lavatory facilities shall not be used for and purpose other than that which they were constructed, and no rubbish, ashes, newspapers, tobacco or any other substances of any kind shall be thrown into them.

FIFTH. Tenant shall not use signs or displays in or about the Building except as are specifically in writing approved by Landlord as to character, size form, quality and location.

SIXTH. When electric wiring of any kind is used in the Leased Premises it must be connected as directed by Landlord, and no boring or cutting for the wires will be allowed except with the consent of the Landlord.

SEVENTH. Landlord may prescribe the maximum weight and size of all safes and other heavy equipment brought into the Building. All safes and heavy equipment shall stand on supports of such size as shall be designated by Landlord.

EIGHTH. All keys shall be returned by Tenant upon termination of tenancy. No additional lock or locks shall be placed by Tenant on any door in the Leased Premises or Building unless written consent of the Landlord shall have first been obtained, and if so obtained Tenant shall provide to Landlord (to permit emergency access) two (2) extra keys for each additional lock.

NINTH. The Landlord shall contact or make every reasonable effort to notify tenant of entry to leased premises in a timely manner before entry. Landlord shall have the right to enter the Leased Premises at all reasonable hours to perform necessary services or to make such repairs or alterations as shall be deemed necessary for the safety or preservation of the Building, and also at any time during the last six months of any tenancy, to exhibit the Leased Premises to prospective tenants.

TENTH. The Lease Premises shall be used only for purposes as described in Paragraph 10. "Use and Occupancy", of this Lease.

ELEVENTH. Landlord (or Landlord's property manager) will not be liable or responsible for lost or stolen money, jewelry or other personal property from any Tenants Leased Area or public areas of the Building unless occasioned by the gross

TWELFTH. Tenant shall provide Landlord's property manager with names and telephone numbers of individuals who should be contacted in an emergency.

THIRTEENTH. Landlord reserves the right to make such other or further reasonable rules and regulations as in its judgment many from time to time be necessary or desirable for the safety, care and cleanliness of the Building, and for the preservation of good order therein.

FOURTEENTH. Landlord may prescribe reasonable security measures for the Building and Tenant shall cooperate with Landlord's security personnel. Landlord may issue passes to Tenant and it's employees and may deny access to the Building to **persons not authorized by the Tenant** after customary business hours and on weekends. The customary business hours of the Building shall be 8:00 a.m. until 4:00 a.m.

FIFTEENTH. Landlord reserves the right, but shall not be held obligated, to eject from the Building any or all solicitors, and also other persons who conduct themselves in such a manner as in the opinion of Landlord to be an annoyance to any of the tenants of the Building or to interfere with the operation of the Building.

SIXTEENTH. No smoking is allowed in the Premises or elsewhere in the building including other tenant spaces and common areas including hallways, stairwells, basement, and vestibules. Tenant shall notify its employees, clients and guests of this policy. Failure to enforce this policy will create a violation of Landlord's insurance regulations.

EXHIBIT D

EMINENT DOMAIN

If the whole or any substantial part of the Leased Premises shall be taken by any public authority under the power of eminent domain, under any similar power, or by any purchase in lieu thereof, then the term of this Lease shall cease on parts so taken as of the date possession of that part shall be required for public use, and, in the case of a partial taking, either Landlord or Tenant may terminate this Lease as to the balance of the Leased Premises upon thirty (30) days prior written notice to the other party, which notice shall be delivered within sixty (60) days following the date notice is received of such taking. In the event that neither party shall terminate this Lease, the Landlord shall make all necessary repairs to the Leased Premises and the Building to render and restore the same to a complete architectural unit, and Tenant shall continue in possession of the portion of the Leased Premises not taken for public use, and such possession shall be under the same terms and conditions as provided in this Lease, except that the Base Rent and Tenant's Share of Applicable Taxes, Operating Expenses and Utility Expenses, shall be adjusted to reflect such taking. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the Landlord shall not be entitled to any separated award (or payment) made to Tenant for removal and re-installation of Tenant's fixtures or moving expenses.

EXHIBIT E

LANDLORD AND TENANT WORK

Landlord Work:

- Make sure the HVAC units for the space are in good working order
- Make sure the Water Heat for the space is in good working order
- Remove wall between the kitchen and the main space.

Tenant Work:

- All other work to occupy and use the space as a restaurant and event space.

BEAL PROPERTIES LLC - 17 N. WASHINGTON

COORDINATION WORKSHOP

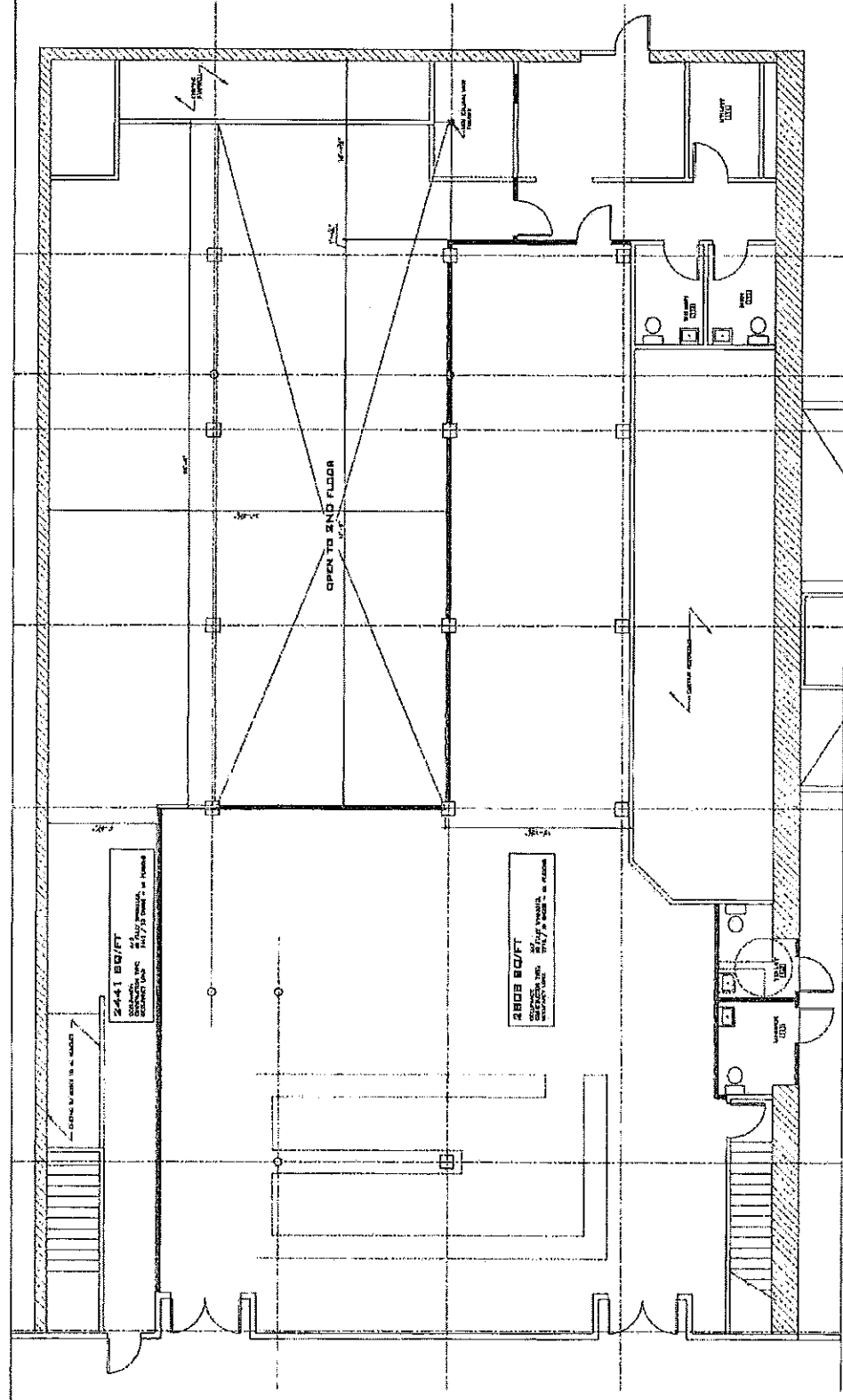
BEAL PROPERTIES LLC
17 N. WASHINGTON

DATE	REVISION	BY	APP'D
10/1/11	1	W. J. BEAL	
10/1/11	2	W. J. BEAL	
10/1/11	3	W. J. BEAL	
10/1/11	4	W. J. BEAL	
10/1/11	5	W. J. BEAL	
10/1/11	6	W. J. BEAL	
10/1/11	7	W. J. BEAL	
10/1/11	8	W. J. BEAL	
10/1/11	9	W. J. BEAL	
10/1/11	10	W. J. BEAL	

DATE	REVISION	BY	APP'D
10/1/11	1	W. J. BEAL	
10/1/11	2	W. J. BEAL	
10/1/11	3	W. J. BEAL	
10/1/11	4	W. J. BEAL	
10/1/11	5	W. J. BEAL	
10/1/11	6	W. J. BEAL	
10/1/11	7	W. J. BEAL	
10/1/11	8	W. J. BEAL	
10/1/11	9	W. J. BEAL	
10/1/11	10	W. J. BEAL	

FLOOR PLAN
CODE INFO, DETAILS

A1.1



EXTRACT: SEE COMPLETION WORKSHOP

Subdivision II: Center (C)

Sec. 122-445. Purpose.

These are mixed-use areas with historic buildings. These are the places where people shop, go to school, live, come to work, visit, drop by City Hall, eat, gather and have fun. They host events that bring thousands of visitors each year and bring the City together as a community. The intent of the zoning district is preserve the urban form, walkable nature and vibrant mix of uses in these areas.

Sec. 122-446. Permissible Uses.

In the Center district, no uses shall be permitted except the following.

<i>P=Principal, A=Accessory, S=Special Land Use</i>			
USES	C	NOTES	SPECIFIC REGULATIONS
RESIDENTIAL			
Single-family attached dwellings	P		In "Townhome" building type only
Multiple Family Dwellings	P		In "Apartment Building" building type only
Apartments located above ground floor of permitted nonresidential uses	P		
Home Occupation	A		Section 122-527
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES			
Museums & libraries	P		
Parks	P		
Public Art	A		
Indoor recreation	P		
Performance venues/theaters	P		
Municipal, county, regional & state service uses	P	Only subject to State regulations regarding location and construction.	Section 122-535
Post-secondary educational institutions (public & private)	P	Public schools are only subject to State regulations regarding location and construction.	Section 122-545
INFRASTRUCTURE			
Essential Services	P		Section 122-523
Communication Devices	A		Article V, Division 3
Alternative Energy	A		Section 122-513
Public & Private Transportation Passenger Terminals	S		Section 122-541
SERVICES			
Business and professional offices and services	P		
Financial services, including banks	P		No drive through or drive-in facilities are permitted in C.
Personal service establishments	P		
Body Art Facilities	P		

<i>P=Principal, A=Accessory, S=Special Land Use</i>			
USES	C	NOTES	SPECIFIC REGULATIONS
Printing services, including but not limited to: publishing, engraving, photo development, lithographing, silk screening and three-dimensional printing	S		
Hotels & motels	P		
Child Care Centers	P		Section 122-521
Laundromats and dry cleaners	P		No dry cleaning on premises.
Medical or dental clinics	P		
Medical Marijuana Dispensary	P		Section 122-532
Catering services	A		
Self-storage	S		Section 122-546
COMMERCIAL			
Retail stores	P		
Resale stores	P		
Arts & crafts studios	P		
Food stores, excluding sale of alcohol	P		
Food stores less than 15,000 square feet, with sale of alcohol	S		
Food stores greater than 15,000 square feet, with sale of alcohol	P		
Farmers' market and other open-air markets	P		
Auction houses	P		Section 122-514
RESTAURANTS			
Carry-out and/or delivery restaurant	P		
Café or coffee shop	P		
Sit-down	P		
Bar/Lounge	P		
Tasting room and/or restaurant	A		Carry-out sales allowed with proper licenses.
Outdoor cafes	A		Section 122-540
Fast Food	P		No drive through or drive-in facilities are permitted in C.
AUTO-ORIENTED			
Parking lot	S	Permitted as an accessory use without special use permit.	Section 122-519
Parking Garage	S		Section 122-518
Automobile Share Parking	A		
PRODUCTION, MANUFACTURING & DISTRIBUTION			
Microbrewer/ small distiller /small wine maker	P		Carry-out sales allowed with proper licenses.
TEMPORARY USES			
Mobile Food Establishments	P		Section 122-335

Zoning Map, City of Ypsilanti

Washtenaw County, Michigan

C3

Zoning Classifications

Planned Unit Developments

 PUD: Planned Unit Development

Limited Building Types

-  AB: Apartment Building
-  CS: Commercial Mixed-Use Small
-  MA: Mansion
-  SC: Single-story Commercial
-  SC, CS: Single-story Commercial, Small Mixed-Use
-  TH, AB, CA: Townhouse, Apt Bldg, Courtyard Apt
-  TH, AH, AB: Townhouse, Apt House, Apt Bldg

Districts

-  HHS - Health and Human Services
-  R-1 - Single-Family Residential
-  CN-SF Core Neighborhood Single-Family
-  CN-Mid Core Neighborhood Mid
-  CN - Core Neighborhood
-  NC - Neighborhood Corridor
-  HC - Historic Corridor
-  GC - General Corridor
-  C - Center
-  PMD - Production, Manufacturing, Distribution
-  MD - Multi-Dwelling
-  Eastern Michigan University
-  P - Park



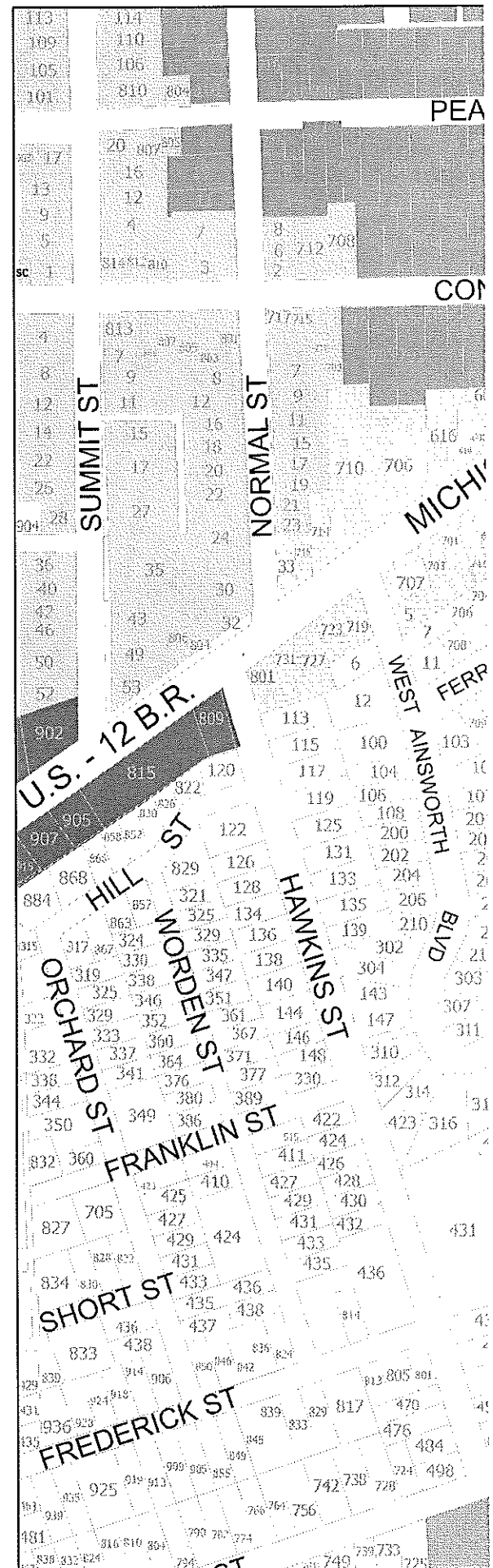
Adopted 15 December 2014

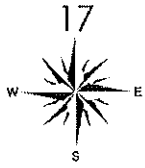
0 0.05 0.1 0.2 Miles



MAYOR SIGNATURE

CLERK SIGNATURE





17 North
@17 North Washington
Ypsilanti, MI 48197
17NorthWashington@gmail.com
(734) 796-6175

MEMORANDUM

Date: 9/5/2017

To: Joseph Meyers
Community Development Manager
Ypsilanti Downtown Development Authority
1 S Huron St
Ypsilanti, MI 48197

From: Melinda Ann O'Neill, Preside

Re: Assurance of Compliance with Washtenaw County

Pursuant to the application requirements of the Ypsilanti Downtown Development Authority (YDDA) for a new/transfer liquor license, 17 North applicant understands and will comply with the City of Ypsilanti's ordinance prohibiting public nudity, and is aware 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.

Beal Properties work for 17 N Washington		
Work	Estimated Cost	Work Discription
To be copleted		
HVAC	\$25,000	Install new roof top mounted heating and air condition
Remove Wall And Relocat Cooler	\$25,000	Conect 17 N Washington main space to kitchen and mo cooler over to acoomadate new entry to kitchen.
Replace Roof	\$70,000	Quote attached
Seperatly Metering Builing	\$10,000	Seperatly meter building 1st floor, 2nd floor and basem units on new floor plan are all separate.
Work Allredy Completed		
Water Heater	\$8,086.27	Pluming professors invoice attached

11 Clean up and haul away all debris

12 Taxes and permits included

* 13 10 free sheets of OSB

14 10 year free workmanship warranty / 20 year material warranty

15 GAF 10/20 manufacture defect warranty And \$1836.00

16 \$30,000 down and the rest on completion

NOTE: Remove Dish and haul away. (Furnish 6x6's or 8x8's) Seal all fasteners and drains. Scaffolding 750 cost

We PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

dollars \$ 74600.00

Payment to be made as follows:

Replacement wood cost \$2.50 per linear foot 1x6; \$45.00 per 4x8 sheathing.

GENERAL TERMS AND CONDITIONS

The above stated Customer ("Customer") agrees to the terms set forth above and to the Terms and Conditions set forth below and on the reverse side hereof as the agreement between Customer and Tittle Brothers Construction, L.L.C. ("Tittle Brothers") referred to as the "Agreement."

Payment: Customer shall pay the entire balance due and any other portion of the project that remains unpaid upon completion of the work described herein. Customer agrees that all materials, equipment or any other property for the project, wherever located, including, installed at the location directed by Customer, shall remain the sole and exclusive property of Tittle Brothers and title to such property shall only transfer upon full payment received by Tittle Brothers. In the event Customer fails to make full and timely payment, Tittle Brothers, in addition to all other remedies provided by law, shall have the right to file a lien against Customer's real property or the real property where such work on the project was performed, to the extent of all amounts owed under this Agreement. Tittle Brothers shall be entitled to reimbursement by Customer of reasonable costs and expenses incurred for enforcement of this Agreement, including, without limitation, reasonable attorney fees. All Deposits are non-refundable. No modification, changes, additions or alteration of this Agreement shall be deemed effective unless in writing signed by the Customer and Tittle Brothers.

Condition: This Agreement is expressly conditioned upon Customer's signature and acceptance by Tittle Brothers by written acknowledgment below.

Customer's Signature

Date

Signature

Date

6-21-17

Transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. Additionally, the seller is prohibited from having an independent courier service or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel the transaction.

ADDITIONAL GENERAL TERMS AND CONDITIONS CONTINUED ON BACK

ATTN: Geoff

Beal Construction

221 Felch St.

Ann Arbor, MI 48103

PHONE: 734-662-6133

EMAIL: gvanthof@gobeal.com

ELECTRICAL INVOICE

Friday, June 2, 2017

INVOICE#RSC2 90

PO#



22511 TELEGRAPH RD SUIT 206 SOUTHFIELD MI 48033

TEL (877) 627-8420 FAX (743) 446-2732

EMAIL: OFFICE@MMELECTRICMICHIGAN.COM

WEB: MMELECTRICMI.COM

RE 23.N WASHINGTON YPSILANTI MI.

- 1) REWORK EXISTING ELECTRICAL FOR NEW SPECS.
- 2) FURNISH AND INSTALL 1-200 AMP ELECTRICAL PANEL.
- 3) FURNISH AND INSTALL ELECTRICAL AS PER PRINTS.
- 4) CHECK FOR PROPER OPERATION.
- 5) ADDITIONAL PARTS (NO LABOR)= \$413.78

NOTE:

TOTAL

\$8,086 27

Send payment to PO Box 401403, Redford MI 48240

SIGN _____ DATE _____

WORK PERFORMED BY M & M ELECTRIC CO. IS GUARANTEED FOR ONE YEAR, THIS DOES NOT INCLUDE PARTS OR EQUIPMENT FAILURE.

ANGLE

BUILDERS

We propose to furnish labor and materials to complete the interior remodel work at 17 North Washington

-strip sand and refinish 1800 sq ft of wood strip flooring to include patch work and all prep, leveling and fill ins.

-install 3800sq ft of new laminate flooring to include all floor repair, fill in, leveling, sanding and all finish trims.

-install epoxy tapered floor at Washington street entrances

Flooring price \$38,875

-repair all ceiling and wall drywall to include tear out disposal and replacement of approximately 1600 sq ft of damaged ceiling drywall, hang new board, tape, finish, sand, prime and paint.

Wall and ceiling repair price \$17,760

-reinstall and hook up all plumbing fixtures 11 toilets 3 urinals 10 hand wash sinks

-rough in and finish plumb (3) 3 compartment bar sinks with faucets

-rough in (1) 3 compartment sink and (1) hand wash sink in kitchen

- rough in icemaker with drain

-snake all existing drains as needed and repair all supply lines as needed

Plumbing \$13,650

-map out and trouble shoot entire building fix as necessary, replace all stage lighting, remove all unused accent lighting

Electrical \$14,000

Grand Total \$84,285

JOSHUA R. ANGLE ... LICENSED BUILDER ... 1435 BLOSSOM ... YPSILANTI ... MI

(734) 323-8870

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 <fmcnullan@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

IMPORTANT: THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS ATTORNEY PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE TO ARRANGE FOR THE RETURN OF THE ORIGINAL MESSAGE TO US VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

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 <fmcnullan@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: Max Anthouard
Sent: Thursday, October 26, 2017 11:13 AM
To: Andrew Hellenga; Joe Meyers; Frank Daniels, Jr.; Tony DeGiusti; Bonnie Wessler; Beth Ernat; Courtney Dugger; jbarr@barrlawfirm.com; 'DDuchene@barrlawfirm.com'; Kimberly Teamer
Cc: Darwin McClary; Frances McMullan
Subject: RE: RE: Liquor License Department Approval

Approved pending plan review. The building dept. did not received the plan yet.

Max

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
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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: Thursday, October 26, 2017 8:33 AM
To: Andrew Hellenga; 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: RE: Liquor License Department Approval

The DDA and Planning Department has no issues with either of these.

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



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 <fmcnullan@cityofypsilanti.com>
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Thanks,

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



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
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Thanks,

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



Resolution No. 2017 –265
November 28, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the public hearing to consider the proposed Redevelopment Liquor License for Harmony Lane, LLC located at 17 North Washington be **officially closed**.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



Resolution No. 2017- 266
November 28, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the following items be approved:

1. Resolution No. 2017-267, approving Ordinance 1296, an ordinance to amend Ypsilanti City Code Chapter 6, "Alcoholic Liquor" to be consistent with State Law and setting forth the penalties. **(Second Reading)**
2. Resolution No. 2017-268, approving Ordinance 1297, 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". **(Second Reading)**
3. Resolution No. 2017-269, approving Ordinance 1298, an ordinance to amend Chapter 7, "Medical Marijuana" of the Ypsilanti City Code. **(Second Reading)**
4. Resolution No. 2017-270, approving the minutes of November 13th and November 14th, 2017.
5. Resolution No. 2017-271, authorizing the Finance Department to proceed in processing payments to cover the Ypsilanti Fire Department's YFD Engine-3 equipment damages.
6. Resolution No. 2017-272, approving purchase of two (2) 2018 Ford Police Interceptors.

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
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. 2017-267
November 28, 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 **Second and Final 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 names 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, ~~upon 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: _____



**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:





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

November 22, 2017  
Page 2

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Resolution No. 2017 - 268  
November 28, 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 on **Second and Final Reading**.

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-~~94~~. - 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 contact 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-~~56~~—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: \_\_\_\_\_



**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: dduchene@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: November 22, 2017

FROM: Daniel J DuChene, Assistant City Attorney

SUBJECT: Amendments with Regard to Medical Marijuana – Second Reading

**SUMMARY/BACKGROUND**

At its last meeting, City Council approved an ordinance to amend Chapter 7 of the City Code regarding medical marijuana on first reading. These amendments were to incorporate the applicable changes to state law concerning licensing facilities into our current processes and procedures and to maintain the status quo with regard to current businesses located in the City.

There has been a proposed change to the ordinance for second reading regarding applications for permits under the new process, in that current City-licensed facilities will have until February 1, 2018 to apply for a City permit and all others may apply as of March 1, 2018. The previous dates were January 1 and February 1, 2018 respectively. This proposed change on second reading is to allow staff time to prepare for the changes and applicants time to apply.

ATTACHMENTS: Proposed Ordinance

RECOMMENDED ACTION: Adoption of the ordinance

DATE RECEIVED: \_\_\_\_\_ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: \_\_\_\_\_ FINANCE DIR. APPROVAL



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

November 22, 2017  
Page 2

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RESOLUTION NO. 2017-269  
November 28, 2017

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 **Second and Final 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 mMarihuana 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 mMarihuana 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 ~~mMarihuana~~ 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 Marijuana Facilities Licensing Act, Public Act 281 of 2016, MCL 333.27101 to 333.27801.

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

MTA means the Marijuana 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 Marijuana 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 mMarihuana dispensary and medical marijuana growing/manufacturing fFacility~~ in the city without first applying for and receiving a licensepermit 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 February 1, 2018. No other applications will be accepted by the city until 45 days after the effective date of this articleMarch 1, 2018. Within 30 days after an 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.

(ed) The number of licensespermits issued and renewed in any year shall be capped at sixseven for medical marijuana dispensaries Provisioning Centers and three for medical marijuana growing/manufacturing facilities Growers/Processors.

(de) Effective June 15, 2018, aAny licensepermit shall automatically terminate and become void if the licensed-use permitted by this Chapter stops for 90 days or more.

(ef) A licensepermit shall be issued or renewed upon payment of the required fee and submission of a completed application in compliance with the provisions of this articleChapter, and compliance with all provisions and requirements of this articleChapter, 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.

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

(gh) The licensepermit requirements set forth in this articleChapter 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.

(hi) 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.

(ij) All ~~licensed medical m~~Marihuana ~~dispensaries and medical marijuana growing/manufacturing f~~Facilities shall have a sign measuring at least 11 x 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 Ffacility 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~~Marihuana ~~dispensary or medical marijuana growing/manufacturing f~~Facility, 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~~Marihuana ~~dispensary or medical marijuana growing/manufacturing f~~Facility, 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 licensepermit, 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 fFacility site, the proximity of the site to any school, or existing Marihuana dispensary, or existing growing fFacility 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 licensepermit 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 licensepermit being issued, and is required before opening of the Marihuana fFacility.

(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 licensepermit will be used, and that a violation on the premises may be cause for objecting to renewal of the licensepermit, or for requesting revocation of the licensepermit.

(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 fFacility 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 Facilitydispensary, 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 MMA 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. 2017-270  
November 28, 2017

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

THAT the minutes of November 13<sup>th</sup> and November 14<sup>th</sup>, 2017 be approved.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE:



**CITY OF YPSILANTI  
WORK SESSION  
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.  
YPSILANTI, MI 48197  
MONDAY, NOVEMBER 13, 2017  
7:00 p.m.**

**I. CALL TO ORDER –**

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

**II. ROLL CALL –**

|                           |                |                     |         |
|---------------------------|----------------|---------------------|---------|
| Council Member Bashert    | Present        | Council Member Robb | Present |
| Mayor Pro-Tem Brown       | Present (7:02) | Council Member Vogt | Absent  |
| 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, supported by Council Member Richardson to approve the agenda as presented.**

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

**VI. INTRODUCTIONS –**

Mayor Edmonds introduced the following individuals; City Manager Darwin McClary, City Attorney John Barr, City Clerk Frances McMullan, Economic Development Director Beth Ernat, and Fiscal Services Director Marilou Uy.

**VII. PRESENTATIONS –**

International Village Development Update – Economic Development Director Beth Ernat

Economic Development Director Beth Ernat provided a presentation regarding the International Village Development. She stated International Village is attempting to assemble a new development team, however, she does not feel a development agreement will be made by December 31<sup>st</sup>, nor would she recommend extending the purchase agreement. If a new team is developed it is her recommendation to restart the process.

Council Member Richardson asked if the deal is essentially dead. Ms. Ernat replied she doesn't think she can commit to that at this point because there is an active purchase agreement.

Council Member Murdock asked if she could put her recommendation into a motion for tomorrow's Council Meeting. Mayor Edmonds asked what would be the purpose of the motion. Mr. Murdock responded because a development agreement will not be made by the end of the year and the developer seems to be disorganized. The motion, essentially, would move the city on from the deal. Ms. Ernat replied the purchase agreement includes language to sever the agreement, but if there is no action by December 31<sup>st</sup> the agreement dissolves. City Attorney John Barr stated it appears the players of this development are falling by the wayside. However, the city does have an agreement with the developer and the ball is in their court. Unless the developer brings something substantial to the table between now and the December 31<sup>st</sup> the agreement would terminate.

Council Member Bashert asked if the city allows the purchase agreement to dissolve the city would have no liability. Mr. Barr responded if the city takes no action the purchase agreement will end on its own terms.

Council Member Richardson asked if the purchase agreement would allow the city to approve a resolution terminating the agreement. Mr. Barr responded he would not recommend that course. If Council wishes the city could request the developer for a mutual termination. Mayor Edmonds added if the development agreement is not on a Council agenda it would indicate Council is not moving forward with the agreement.

Council Member Murdock stated the development team has disbanded, and asked if Ms. Ernat has met with the remaining members of the team regarding the development agreement. Ms. Ernat responded no. The Attorney's Office has spoken with the development team's attorney who did have information at that time. The Attorney's Office asked the development team's attorney to contact them if additional information was uncovered. Mr. Murdock stated given all the interest in this development he would like to have a statement from Council this development will terminate on December 31<sup>st</sup>. In the meantime the city needs to prepare to put Water Street back on the market. Ms. Ernat recommended her preparing a statement she could provide to Council during tomorrow's meeting, and if Council agrees the statement could be released.

Council Member Robb stated Council approved a resolution that would require Council be provided with updates regarding this development. Simply because this development seems to be ending does not mean Council should not be meeting to development a community benefits agreement. He asked if meetings have been scheduled for those discussions. Ms. Ernat believes a draft of that agreement will be brought to Council during the November 28<sup>th</sup> meeting. Council Member Richardson stated she has been meeting with Assistant City Attorney Dan DuChene regarding this ordinance, and it would be a pre-draft. Mr. Robb asked if the ordinance or an agreement is being referenced. Ms. Ernat responded the ordinance. Mr. Robb stated he is referencing the agreement, not the ordinance. Ms. Ernat stated it has been internally discussed that enabling legislation needs to be present prior to an agreement. The enabling legislation can identify that and the city can arbitrate and how to do that. The thought process is to bring a pre-draft of the ordinance to Council, through that process have discussions of what would be desired in a community benefits agreement.

Council Member Robb asked how many EB-5 investors are there. Ms. Ernat responded she does not have a current listing. Mr. Robb asked whose responsibility it would be to create the regional center. Ms. Ernat responded it would not be created by the city. Mr. Robb asked what the mechanism is for being created. Ms. Ernat responded the regional center is able to be created through EB-5 affiliates. Mr. Robb asked if the city is able to execute the sale by the end of the year would there be any other steps needed for this project. Ms. Ernat responded it would occur in that regional center.

Council Member Bashert stated she is conscious that the city received bad press over the International Village Development. She wants to be certain a clear message is sent regarding why this development is not moving forward, and continue to market Water Street. Ms. Ernat stated if the city does not proceed in December, it would be prudent to establish specific guidelines and understanding of how to

move development projects forward at the beginning of the year. Ms. Bashert stated she wants to be clear she is not criticizing when and how the International Development was brought forward, she is more worried about how the media responds.

Council Member Bashert asked if Ms. Ernat has a sense of why the development team disbanded. Ms. Ernat responded no.

#### **VIII. AUDIENCE PARTICIPATION –**

1. Jim Sundberg, 1309 Collegewood, commended Council Member Robb's approach to help define what the community benefits ordinance/agreement might be for this opportunity. If the overall benefits are not kept in mind it is very difficult to judge what developments will work in the city. The fact that much of the development is pulling out is indicative of the problem facing this opportunity. Developments need people with real on the ground experience and success in this area. The attractions of this city can be marketed and hopefully produce competing proposals.
2. Cheryl Farmer, 214 N. Huron, stated she is not sure if Council Member Robb speaking to Council Member Richardson in the manner he did was sign of white male privilege, or smartest guy in the room syndrome. She was very sorry to see how Council Member Richardson was talked over while she had the floor. She said there are three issues related to the proposed development; first if the developer misled members of Council and city staff regarding the financing of the fact finding trip to China. Secondly whether this development would be good for Ypsilanti and third does the city have the capacity for a project of this scale. She hopes the city will explore these issues and move this community forward. The development of this property is crucial to the future of this city.
3. Adam Giansley, 409 N. Adams, stated the city needs to think about its future and needs to market Water Street. Let's not dwell on what went wrong with this development, but look to the future and concentrate on getting multiple offers.
4. Amy Shordes, Ypsilanti, thanked Council Member Richardson for all the work she has done around the community benefits ordinance. She asked Council Member Robb to listen to Council Member Richardson when she has something to say. She heard this city has an Ethics Commission but has not heard it has ever met. She said she heard from Council Member Robb that Council would be looking into firing City Manager Darwin McClary. There seems to be a lot of in fitting amongst Council and a lot of different opinions and the Ethics Commission might be useful in moderating this issue.

#### **IX. REMARKS BY THE MAYOR**

- Stated the Ethics Board's role is outlined on the city website and meets as needed, and have not met for five years.

#### **~~X. CONSENT AGENDA~~ *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.~~

**XI. MOTIONS, RESOLUTIONS, DISCUSSIONS—**

**XII. LIAISON REPORTS—**

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

**XIII. COUNCIL PROPOSED BUSINESS —**

Bashert

- Cross St. between Mansfield and Hewitt has posted speed at 35 MPH and immediately next to it the speed is posted 25 MPH when the lights flash. However, the lights continually flash even when school is not in session. She added the lanes are too wide on that stretch of road, and asked for some sensible signage.

Richardson

- Asked are fines for parking designated for any specific account, or do they go into the General Fund.

City Clerk Frances McMullan responded the funds go into the General Fund. Council Member Richardson asked if those funds could be used for street sweeping downtown.

Robb

- Usually in October Council selects healthcare providers, which has not been done this year. He asked when the city's enrollment period is and what has been done to select healthcare.

Mr. McClary stated negotiations with the unions is undergoing and staff is currently working to make recommendations. Mr. Robb stated if the city does not select a healthcare how that effects the city. He asked if Council would need approve a resolution to continue with the current program. Mr. McClary responded in the affirmative, however, he would not to prefer not to talk about them now because of current negotiations. Mr. Robb asked for a Closed Session regarding collective bargaining. Mr. McClary responded he is not certain he would be able to get the labor attorney to attend on such short notice.

- The corner the lights at the corner of River and Cross have been out for some time. He asked for an update on those streetlights.

Ms. Ernat stated it is a DTE issue outside the city's control. Staff has already submitted several complaints.

- He asked when the evaluations will be completed for the Clerk and City Manager.

Mayor Edmonds stated there will be more information at the next meeting. Council Member Robb asked if that meeting will be tomorrow or will it be November 28<sup>th</sup>. Ms. Edmonds responded there will be an update tomorrow.

Murdock

- Stated parking fines mostly pay for maintenance and enforcement officers. There is not a lot of available money from those fines.
- He had a conversation with the City Attorney and what he understands is City Council is conducting that investigation. Plato Law Firm is reporting to Council not the City Manager.

Mr. Barr responded in the affirmative. Council Member Murdock asked who the firm reports to. Mr. Barr responded to him. Mr. Murdock asked who the City Attorney reports to. Mr. Barr responded to Council. Mr. Murdock asked if Council would be given updates. Mr. Barr responded he will provide an update at the meeting tomorrow. Mr. Murdock stated special counsel's bid stated his report would be made to the Ethics Committee. Mr. Barr responded that was changed though contract negotiations.

- There are several vacancies on the Ethics Board, he asked how appointments can be made while the Mayor and Mayor Pro-Tem are under investigation.

Mr. Barr responded he will provide information during tomorrow's meeting. He said Cross St. between Mansfield and Hewitt is in Ypsilanti Township and the city does not have jurisdiction.

**XIV. COMMUNICATIONS FROM THE MAYOR –**

- The local procurement policy will be on the November 28<sup>th</sup> agenda.
- Asked for an update regarding enforcement of snow removal, and to ensure everything is ready for this coming winter.

**XV. COMMUNICATIONS FROM THE CITY MANAGER –**

- Regular Meeting of November 21<sup>st</sup> rescheduled to November 28<sup>th</sup>

**XVI. COMMUNICATIONS –**

**XVII. AUDIENCE PARTICIPATION –**

1. Cheryl Farmer, 214 N. Huron, stated the intent of the Charter is for the Mayor to appoint members of boards and commissions and Council to approve. If Council has concern about those appointees to the Ethics Board they can deny those appointees. She lives in an owner occupied apartment building which entitles her to three trash cans per unit, totaling six trashcans and she only puts out two. It seems very seldom there are a lot of trashcans throughout the city and it seems the city could cut back with considerable savings.
2. Rebecca Sundberg, 1309 Collegewood, stated she has concern with the Huron and Michigan Ave intersection. The city needs to do something before someone is hurt.
3. Amy Shrodes, Ypsilanti, asked that appointments made to the Ethics Board be more transparent.

**XVIII. REMARKS FROM THE MAYOR –**

- It is a very difficult battle with Michigan Department of Transportation to make state trunk lines safer. Huron and Michigan are a state trunk line and asked citizens to contact their state representatives and the city will go through the process of making requests.
- Stated the county will be providing a report about housing affordability in Ypsilanti.



Council Member Murdock stated several times the city has recommended MDOT examine the intersection at Michigan and Huron. The city needs to preform lane dieting on Huron and Hamilton prior to the state repaving those roads. The Ethics Board does not allow a member to serve on any other board. The terms are five years and you can only serve one term. Mayor Edmonds stated people are interested in serving on the Ethics Board but when told it rarely meets and they cannot serve on another board they are turned away.

**XIX. ADJOURNMENT –**

~~Resolution No. 2017-250, adjourning the City Council meeting.~~

OFFERED BY: Mayor Pro-Tem Brown

SECONDED BY: Council Member Bashert

On a voice vote, the motion carried, and the meeting adjourned at 8:14 p.m.



Draft

**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 |                     |         |

**Council Member Vogt moved, seconded by Council Member Bashert to excuse the absence of Mayor Edmonds and Mayor Pro-Tem Brown.**

On a voice vote, the motion carried, and the absences were excused.

**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. AGENDA APPROVAL –**

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

**Council Member Murdock moved to remove Resolution No. 2017-248 from the Section XII, Consent Agenda, to Section XIII, Resolutions/Motions/Discussions.**

**Council Member Robb moved to remove Resolution No. 2017-247 from the Section XII, Consent Agenda, to Section XIII, Resolutions/Motions/Discussions and remove Resolution No. 2017-260 from Section XIII, Resolutions/Motions/Discussions to Section XII, Consent Agenda.**

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

## **VI. INTRODUCTIONS –**

Council Member Richardson introduced the following individuals; OHM Engineering Marcus McNamara, Fiscal Services Director Marilou Uy, FSA and Managing Principal Kathleen Manning and Consulting Actuary Dan Colby, MWM Consulting Group, City Manager Darwin McClary, City Attorney John Barr, Economic Development Director Beth Ernat, Police Chief Tony DeGiusti, Assistant City Attorney Dan DuChene, DPS Director Stan Kirton, Accounting Supervisor Rheagan Basabica, Brittney Turner Eco Works, and Rick Bunch Southeast Michigan Regional Energy Office.

## **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

Fiscal Service Director Marilou Uy introduced Kathleen Manning and Daniel Colby from MWM Consulting Group.

Kathleen Manning and Daniel Colby from MWM Consulting Group provided a presentation regarding Ypsilanti's retiree health plan.

Council Member Bashert asked for an explanation of the 6% discount rate. Ms. Manning responded it is the interest rate used to equalize the payment from today to those made in thirty years.

City Manager McClary stated the city eliminated retiree health insurance for new hires a few years ago. Ms. Manning replied it still supplies some support just not as generous as prior to 2013. Mr. McClary stated the city is creating health savings account, and asked if these liabilities will reduce overtime. Ms. Manning replied in the affirmative. Mr. McClary asked if projections will now be made at a hundred years instead of thirty. Ms. Manning responded projects will be made on a closed group until they expire.

Council Member Bashert asked if the city has a formal funding policy for the GASB 75s. Mr. McClary responded it has not been incorporated into a formal policy but it would be wise for Council to adopt a policy. Ms. Bashert asked if there is a timeline for that adoption. Ms. Manning responded by the end of Fiscal Year 2018. Mr. McClary added this would be addressed through budget preparation.

Council Member Murdock stated the Governor and State Legislature have been discussing pension reform. Part of that discussion included unfunded liability and asked how it would impact the city. Ms. Manning responded it would increase the city's annual cost.

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

Rick Bunch Southeast Michigan Regional Energy Office and Brittney Turner Eco Works provided a presentation regarding energy management planning.

Council Member Murdock stated the city recently established a Sustainability Commission, and asked if Ms. Turner would be working with that Commission. Ms. Turner responded in the affirmative. Mr. Murdock stated the city has already undertaken many energy conservation efforts such as LED lighting and solar power, but there is also need for more improvements. Mr. Murdock asked Ms. Turner would help to assist the city with DTE in the possibility of introducing hydropower. Ms. Turner responded EcoWorks preforms that type of work, but this Memorandum of Understanding only includes the creation of a plan. However, the plan could include undertaking an assessment to see how viable hydropower would be in Ypsilanti.

Council Member Bashert asked if EcoWorks has resources to assist in purchasing equipment or vehicles. Ms. Turner responded bulk purchasing is being examined, which would involve several municipalities purchasing equipment at the same time to reduce cost. EcoWorks is definitely interested in the use of cleaner technologies. Ms. Bashert asked are there resources to assist municipalities converting to environmentally friendly vehicles such as police cruisers. Ms. Turner responded the vehicles are definitely available for purchase, and there are grant opportunities. Ms. Bashert asked if EcoWorks would assist in connecting the city with those opportunities. Ms. Turner responded in the affirmative. Rick Bunch added another project is to use the Volkswagen emissions settlement funds to funnel to municipalities for these type of purchases.

Council Member Murdock appreciated the work completed by both Eco Works and SEMREO.

#### **VIII. AUDIENCE PARTICIPATION –**

1. Mark Hergott, 111 Miles, stated a determination has been made that the trip to China was paid for by Amy Foster. He said this is the greatest debacle he has seen in Ypsilanti in his time in the City. It is easy to disparage from the outside of this situation, but at the end of the day forgiveness and appreciation of the hard work completed is what needs to happen. He apologized for calling for the Economic Development Director be fired. The Water Street millage helps to alleviate the pressure on development of the site. He feels the city needs to take a step back and think about what it should do with Water Street.
2. Tony Vanderworp, 1309 Kingwood, urged Council to expeditiously move on development of the Water Street site. The site has been a drain on the public services for many years. The last time Council placed a debt millage on the ballot it was approved. When he voted for the millage he thought it was to assist in continuing to solicit a developer for the site in order to create tax base and alleviate the burden on city services. The economy is improving and any development proposals must be seriously examined.
3. Nathanael Romero, Ypsilanti, stated he is happy a joint meeting of the Planning, Sustainability and Human Relations Commissions occurred last night on November 13<sup>th</sup>. They are considering forming a citizen's housing, accessibility, and affordability committee. The meeting allowed all commissioners and the audience time to discuss what issues matter to them. This was a very positive step in allowing for greater audience participation. He is also pleased by the efforts of Council Member Richardson and Assistant City Attorney Dan DuChene in the creation of a community benefits ordinance. He is looking forward to discussion about the purchase agreement of 220 N. Park, and encouraged Council to postpone any negotiations until the CBO is implemented.
4. Amber Fellows, Ypsilanti, agreed the city should postpone the sale of any public land until a CBO is in place. She does not have anything against the developer, but it is not the appropriate time to move forward with negotiations. She understands a percentage of public safety millage approved will be funneled to Ypsilanti and the Mayor has said it would be used for the Police Department. However, she has heard some funds created by the Water Street Debt Millage would be used for the Police Department. She attended a public meeting regarding housing security issues, and what was brought up over and over was that Ypsilanti does not have a twenty-four hour warming station. There is a growing homeless population in the city and the public safety funds could be used for this purpose. It appears the International Village development is not progressing, and she is glad it will not be developed. She feels the city has let the residents down in the city for not preforming proper vetting.

5. Rae, Ypsilanti, stated she while at United Sonz she asked the owner if he knew about the International Village development and he said he did not. She does not trust this development will be done until the purchase agreement is terminated. In a city that is two-third renters and low income, she is confused the leaders of this community are not looking after those people. The Master Plan states that regardless of age or income can find a home in Ypsilanti. If there is not an affordability component included in the 220 N. Park development it is not in line with the Master Plan. Allowing tiny homes to park on private property will assist to alleviate tax burden to property owners.
6. Alexandra Sarkozy, 314 N. Park, stated the purchase agreement lists twenty-five to sixty units on that property. The property is not have the capacity for that many units under the current historic guidelines. She is not opposed to the development at twenty units and is concerned the Historic District Commission was not included in the design and fit of this development.
7. Ka'Ron Gaines, Ypsilanti, asked why Council Member Richardson the only Council Member working on the CBO.

Council Member Richardson interjected she is not the only Council Member working on the ordinance.

Mr. Gaines stated he began becoming involved in local politics there have been no black issues discussed by Council. People are killing themselves and each other, there is a homeless problem, and many other issues.

8. Lee Tooson, 107 Middle, stated Ann Arbor just passed a law to protect its pedestrians. For ten years a "Senior Crossing" sign has been requested between Michigan Ave and Ferris. For over ten years stop signs have been requested on Ferris and Middle with little progress. He said the city installed a "duck crossing" sign, which tells you ducks are more important than human beings in the city. He said Déjà vu has posters that an individual was performing an indecent act, which is not common. He said you get situations such as these when the governing body passes laws that a man, that's supposed to be a man, can say he has a husband. And a woman that says she is a woman, and says she has a wife. He said that is uncommon.
9. Mary Ellen Hagenauer, N. Grove, stated she welcomes the idea of developing 220 N. Park, but concerned about the proposed density. Now that Park and Grove have been closed will increase the traffic on those two streets. This will totally change the nature of the neighborhood and its historic character.
10. Sherri Johnson, N. Grove, stated she is concerned about the density of the 220 N. Park and the traffic issues it would cause. The neighborhood is very stable and home ownership and stable neighborhoods do matter.
11. Kyle Hunter, S. Adams, asked if the Mayor will be present at this meeting.

Council Member Richardson responded no. Mr. Hunter responded that is an issue that should be addressed because the Mayor has not made much of an appearance since her return from China. She is currently under investigation for contradicting statements made regarding funding for the China trip under oath. Facts have been uncovered by citizens and many facts have not

been uncovered by Council, or the Attorney's Office. International Village should not have gotten as far as a purchase agreement. He has a bit of trust issues with the Mayor, Mayor Pro-Tem, the Economic Development Director, and the Police Chief.

12. Brian Geriger, Ypsilanti, stated he heard if the International Village came with a proposal it would be possible the purchase agreement could be extended. It is absurd the International Village could still be no the table.
13. Veronica Irving, Ypsilanti Township, stated she does not understand what the Traffic Review Board is doing in West Willow.
14. Amy Shrodes, Ypsilanti, stated vulnerable populations as a whole need to be cared for in Ypsilanti. The fact the city does not have a warming station is very concerning. There is a serious homeless and mental health access in this city.
15. Devin Leatherman, 300 Jarvis St., reminded Council to listen to the voices of the community and approve a CBO prior to the sale of public owned land. He said the city needs to be very careful about censoring people's comments. He is a gay man and supports Déjà vu that provides more jobs for low income individuals than anything done by Council.

**IX. REMARKS BY THE COUNCIL MEMBER RICHARDSON –**

- It is unfortunate Ms. Irving is leaving Ypsilanti and thanked her for her participation.
- She asked Mr. Gaines to call her to discuss his issues.
- The traffic on Park and Grove will be dealt with as the 220 N. Park project moves forward, and comments about traffic and density will be taken into consideration.
- She has brought up warming centers in years past.

Council Member Bashert stated she has initiated conversations with organizations that work with the homeless population to discuss the need for a warming center. She has done a lot of work with the homeless in the past and will continue that work. She shares the concern and will work toward a solution. Council Member Richardson stated she will work with Council Member Bashert to find a solution.

**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.

**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: Council Member Vogt

SECONDED BY: Council Member Bashert

B. Open public hearing.

1. Mark Hergott, 111 Miles, stated alcohol consumption is one of the largest killers in modern society. He is concerned how close this brewery would be to EMU campus because binge drinking, and drinking in general, under the age of twenty-five is not good for neural development. He asked that this be looked at very carefully.

C. Resolution No. 2017-252, close public hearing.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**THAT the public hearing to consider the proposed additional classification of "Microbrewery/Winery with Outdoor Service and Sunday Sales" for 734 Brewing Company Inc. be officially closed.**

OFFERED BY: Council Member Vogt

SECONDED BY: Council Member Bashert

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

Economic Development Director Beth Ernat introduced the owners of 734 Brewing Company to explain their proposal.

Patrick Echlin, President and CEO of 734 Brewing Company, and Brian Jones-Chance, Chairman 734 Brewing Company, stated they are here to request Council approve this resolution so that they can seek approval from the Michigan Liquor Control Commission. Mr. Jones-Chance added they are both from Ypsilanti, and he believes improvements happening in Ypsilanti come from local people. He stated he is the fifth generation of his family to live in Ypsilanti, and his goal is to bring more people into craft beer and Depot Town. He does not believe Depot Town reflects the diversity of this city, but he believes in can.

Council Member Bashert asked what style of beer they will be brewing. Mr. Jones-Chance responded they will be focusing on easy drinking beers, hard ciders, and pop with the intention to bring people in that do not know much about craft beer. They will not have a kitchen, but will allow patrons to bring in food from other establishments in Depot Town.

On a roll call, the vote to amend Resolution No. 2017-251 was as follows:

|                           |     |                     |        |
|---------------------------|-----|---------------------|--------|
| Mayor Pro-Tem Brown       | Yes | 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: 6 NO: 0 ABSENT: 1 (Edmonds) VOTE: Carried

**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

**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: Council Member Robb  
SECONDED BY: Council Member Vogt

Assistant City Attorney Dan DuChene stated this ordinance amendment will mirror the changes made in state law.

B. Open public hearing

1. Mark Hergott, 111 Miles, stated he is in favor of modernizing and restricting any minor's consumption of alcohol as possible with a municipal corporation.

C. Resolution No. 2017-254, close public hearing

**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: Council Member Robb  
SECONDED BY: Council Member Vogt

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



On a roll call, the vote to amend Resolution No. 2017-253 was as follows:

|                           |     |                     |        |
|---------------------------|-----|---------------------|--------|
| Mayor Pro-Tem Brown       | Yes | 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: 6 NO: 0 ABSENT: 1 (Edmonds) VOTE: Carried

*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

**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: Council Member Bashert

SECONDED BY: Council Member Richardson

Mr. DuChene stated there are several references to chapter 22 Zoning Code in the Code of Ordinance. City Planner Bonnie Wessler provided a list of where those codes have changed and this amendment to the ordinance would correct those issues.

- B. Open public hearing

None

- C. Resolution No. 2017-256, close public hearing

**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: Council Member Bashert

SECONDED BY: Council Member Vogt

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

On a roll call, the vote to amend Resolution No. 2017-255 was as follows:

|                           |     |                     |        |
|---------------------------|-----|---------------------|--------|
| Mayor Pro-Tem Brown       | Yes | 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: 6 NO: 0 ABSENT: 1 (Edmonds) VOTE: Carried

*Ordinance No. 1298*

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

A. Resolution No. 2017-257, determination

**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: Council Member Murdock

SECONDED BY: Council Member Bashert

Mr. DuChene stated Chapter 7 of the Code deals with Medical Marijuana. The stated law has changed since the development of that ordinance. Council gave direction to staff to amend the Code so existing businesses are preserved moving forward under state law. He added the ordinance amendment would also change the word "license" to "permit" to avoid confusion of state license. The cap of six dispensaries was changed to seven provisioning centers.

B. Open public hearing

1. Mark Hergott, 111 Miles, stated ultimately marijuana will be made legal by 2019 or 2020. The Medical Marijuana Act is a stop gap measure to wait for the prohibitionists to die. While his comments on alcohol were very negative, his comments regarding marijuana are very different substances with different intoxication results. He suggested making it easier to maintain access to people for a mostly benign substance.
2. Jonathan Payne, owner 625 Tyler, stated there are additional licenses being created by the state that Council is not permitting with this ordinance amendment. He asked if any of those will be allowed to apply in the city, possibly in the PMD district. He advocates at least the transport license be allowed in the city.
3. Adam Tasselmyer, 124 W. Michigan, stated he is the owner of Herbal Solutions and appreciates Council protecting businesses currently operating in the city. He would like to expand the amount of licenses for processing/grow facilities in the city.

4. Mohammad Chammout, current license holder in Ypsilanti, stated he appreciated the city to opt in to the state program. He asked if this is simply an amendment that the current licenses will be opted in, or will other conditional language be added to the ordinance.

C. Resolution No. 2017-258, close public hearing

**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: Council Member Murdock

SECONDED BY: Council Member Bashert

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

Council Member Murdock stated licensing will now be completed by the state, and it is the state's criteria that will be changing not the city's. Mr. DuChene responded the license is changed to a permit, but other than that the ordinance will be essentially the same. However, there will be procedure changes once developed by the state. There are three business types aside from provisioning centers and grow facilities; testing safety, secure transport, and processing. He explained currently the city's license is for manufacturing and the proposed permit will be processor/grower. Currently the city does not house transport, or testing facilities, and based on Council direction these business types were not included in the ordinance.

Council Member Bashert asked for clarification regarding transportation licensing, stating it is essentially a car. Mr. DuChene stated it would not be a car, it would be a secure transport. Ms. Bashert asked if they are not licensed in the city how can the transport in the city. Mr. DuChene responded secure transports can operate in the state, but they cannot be headquartered in the city. He explained this is an amendment to the existing ordinance to provide for the state procedure as the city anticipates it.

Council Member Robb asked if all the grow facilities are essentially "Class A" licenses. Mr. DuChene responded he is not certain how the current facilities operate, but he sees expansion. Mr. Robb asked if this ordinance would allow "Class B" or "Class C" permits. Mr. DuChene responded it would. Mr. Robb stated that is not defined in the Zoning Code. Mr. Duchene stated this ordinance authorizes all classifications of growers with the possibility of additional licenses by the state.

On a roll call, the vote to amend Resolution No. 2017-257 was as follows:

|                           |     |                     |        |
|---------------------------|-----|---------------------|--------|
| Mayor Pro-Tem Brown       | Yes | 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: 6 NO: 0 ABSENT: 1 (Edmonds) VOTE: Carried

**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.

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

**THAT the minutes of October 3<sup>rd</sup>, October 10<sup>th</sup>, and October 17<sup>th</sup>, 2017 be approved.**

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

**RESOLUTION APPROVING AN APPLICATION FOR  
A NEIGHBORHOOD ENTERPRISE 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.**

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

**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: Council Member Vogt

SECONDED BY: Council Member Bashert

On a voice vote, the motion carried, and the Consent Agenda was approved.

**XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS –**

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

**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: Council Member Murdock  
SECONDED BY: Council Member Vogt

Economic Development Director Beth Ernat provided an update on the process of the development of 220 N. Park. Ms. Ernat stated she understands and respects the community's desire for community benefits as a part of development. However, the city is a Redevelopment Ready Community and that states awarded the city certain perks, one being the Michigan Municipal League preparing a Request for Qualifications (RFQ) for this site that was unanimously approved of by Council. She feels it would not be proper to adjust its development standards mid-solicitation.

Council Member Murdock stated the timeframe allows ninety days to create a development plan after the purchase agreement is approved. Ms. Ernat responded the first ninety days will consist negotiate, prepare, and execute a satisfactory agreement for development between purchaser and seller. During this time concerns regarding items such as number of units, minimum investment, site plan, affordable housing requirements, sustainability and green energy, search and selection of local contractors, and dedication of public infrastructure will be addressed. This is not an exhaustive list but they are areas that need to be addressed. The due diligence period will occur after the initial ninety days, and will be followed by a year of approvals. Mr. Murdock asked what would follow the approval of a development agreement. Ms. Ernat responded another ninety days to preform due diligence. Mr. Murdock asked what that would include. Ms. Ernat responded inspections. Mr. Murdock asked if following the initial ninety days will include a meeting with the residents of that neighborhood. Ms. Ernat responded in the affirmative, and explained she recommends a Council work session, with public input, prior to the approval of a development agreement, and then for the design of the structure. Mr. Murdock asked when Council will have a more clear idea of the density of this development. James Franke, Norfolk Homes, responded during the development process it is Norfolk Homes intent to provide Council ability to have input. Ms. Ernat added it is her recommendation to set a cap on number of units, however, it is premature because the geotechnical and soil tests have not been complete, but her intent is to create a new process to provide greater Council and public input. Mr. Murdock stated he is concerned that once the development agreement is approved this project would not come before Council. Ms. Ernat responded in the affirmative, and explained it would not be the end of public input.

Council Member Bashert stated the Request for Qualifications (RFQ) did not encourage developers to investigate several city plans, which would include the values of the city. She is much happier with this purchase agreement and the process that has now been described. She asked what how community engagement will be designed for this development. Ms. Ernat responded it would be smaller than a charrette. Ms. Bashert stated the residents of that neighborhood have valid questions, and want to maintain the character of that neighborhood. Ms. Ernat replied three meetings were already held with residents of that neighborhood to understand what would be acceptable for development. She explained a joint meeting was held with the Historic District Commission, Planning Commission, and the Zoning Board of Appeals to specifically discuss this project. New development in a Historic District must abide by the Secretary of the Interior's standards, which that charge is to protect historic structures. Ms. Bashert asked if there was significant public involvement prior to the drafting of the RFQ. Ms. Ernat responded in the affirmative, and said the RFQ was approved by City Council.

Council Member Richardson asked how much input has the community had. Ms. Ernat responded three charettes have been held, and considers the input substantial. Ms. Richardson asked if the input regarding the developer hire local contractors and subcontractors. Ms. Ernat responded in the affirmative, and said that process will take place in the next ninety days. Ms. Richardson asked if even without a community benefits ordinance the community will be allowed input. Ms. Ernat responded in the affirmative, but the onus is on Council to set meeting dates.

Council Member Murdock stated the public input began with the Master Plan process and how that area was zoned. A subsequent article was written in MLive stating that property could include subsidized housing with four-hundred units. A petition was submitted stating the residents of that neighborhood were strongly against that possibility. Ultimately the process led to the acceptance of single family and townhomes for that property. It is unfortunate that community benefits have not been put in place because they have been raised around this table. However, there is opportunity to include community benefits as a part of this development. Mr. Murdock asked what the timeline for this development would be. Ms. Ernat responded that will be provided to Council once it is created.

Council Member Robb asked if the timeline and completion of the development will be included. Ms. Ernat responded that can be negotiated. Mr. Robb asked if that will be included in the development agreement. Ms. Ernat responded it is Council's pleasure and if agreed upon by the developer it can be included in the development agreement. Mr. Robb asked if density would be included in the agreement. Ms. Ernat responded Council can make a recommendation which can be considered by the developer. Mr. Robb asked what Council can expect to be included in the development agreement. Ms. Ernat responded infrastructure, alternative energy, local hiring, minimum investment requirements, affordable housing, and sustainability items. Council Member Vogt asked if sanctions for non-performance would be included. Ms. Ernat responded in the affirmative.

Council Member Richardson asked for clarification regarding the meaning of affordable housing. Ms. Ernat responded negotiations regarding wither affordable housing requirements on-site, or off-site. Ms. Richardson asked what is meant by "off-site". Ms. Ernat responded there is potential that not every development include on-site affordable housing, but using the Ypsilanti Housing Commission as a vehicle, a donation of land or funds could be made. Ms. Richardson asked if affordable housing is on the table for this development. Ms. Ernat responded that is a possibility, but the developer would need to agree to those terms. She added there is going to be a lot of legal questions associated with what the city can demand for affordable housing, which is also why a community benefits ordinance is not completed.

Council Member Robb stated since this is the first time the city has ever tried to include community benefits to a development it will set precedent. However, this process is not starting with a template. Ms. Ernat responded the list she previously outlined for Council is what she feels the city can legally request based on discussion with the Attorney's Office.

On a roll call, the vote to amend Resolution No. 2017-259 was as follows:

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

VOTE:

YES: 5 NO: 1 (Robb) ABSENT: 1 (Edmonds) VOTE: Carried

~~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 XII)~~

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

**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: Council Member Richardson

SECONDED BY: Council Member Bashert

City Clerk Frances McMullan provided a synopsis of this Community Energy Management Planning Project.

City Council Meeting Minutes

November 14, 2017

Council Member Murdock stated the city has worked with both organizations and several energy efficient solar projects to cover the \$5,000.

Council Member Robb stated this is a situation that is difficult to say no to. However, the city purchases its vehicles through the state contract, and this would not provide the city any savings because it already participates in bulk purchasing. The city has already performed much of the easier tasks such as LED lighting and solar power, however, it could be expanded. City Hall is the most energy inefficient building owned by the city. City Hall uses around \$30,000 worth of gas and electricity a year. The city already has an alternative fuel vehicle policy. He is reluctant to say no to this, but he is not entirely sure the city will get worth out of this. He is concerned how this will affect staff time and what the city will get for the data it shares. Unless, the city is going to make big commitments to reinvesting into City Hall he isn't sure what the city will get aside from positive public relations.

On a roll call, the vote to amend Resolution No. 2017-261 was as follows:

|                           |     |                     |        |
|---------------------------|-----|---------------------|--------|
| Mayor Pro-Tem Brown       | Yes | 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: 6 NO: 0 ABSENT: 1 (Edmonds) VOTE: Carried

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

**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: Council Member Bashert

SECONDED BY: Council Member Vogt

Ms. Ernat stated staff does support the incorporation of a sustainability plan, but staff was asked to evaluate what was presented as an interim plan. She said an analysis of how the interim plan would incorporate the Master Plan, Climate Action Plan, and other city plans was performed. Staff recommends forwarding staff recommendations to the Sustainability Commission, and not approving the resolution not put forward to Council.

City Planner Bonnie Wessler stated overall the Sustainability Commission's recommendations were in line with the Master Plan, Climate Action Plan, and the general goals stated by Council over time. However, their recommendations lack a mechanism for enforcement and situations that the city already preforms in excess. Overall there is a lack of rationale behind the recommendations and there is a lot more detail required in the recommendations.



Council Member Bashert thanked staff for the time they put into this item, and assisting the commission to move forward with its goals.

**Council Member Vogt 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.

On a roll call, the vote to amend Resolution No. 2017-262 was as follows:

|                           |     |                     |        |
|---------------------------|-----|---------------------|--------|
| Mayor Pro-Tem Brown       | Yes | 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: 6 NO: 0 ABSENT: 1 (Edmonds) VOTE: Carried

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

**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: Council Member Vogt  
SECONDED BY: Council Member Bashert

Council Member Robb stated he removed this from the Consent Agenda because a policy adopted many years ago states if rental inspection fees are not paid on time you must prepay them in the future. He said there are repeat offenders on this list and that policy needs to be implemented.

Ms. Ernat responded staff does implement that policy and explained repeat offenders are required to prepay. The reason repeat offenders are on this list is because the fines owed are not for non-payment for inspection.

On a roll call, the vote to amend Resolution No. 2017-247 was as follows:

|                           |     |                     |        |
|---------------------------|-----|---------------------|--------|
| Mayor Pro-Tem Brown       | Yes | 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: 6 NO: 0 ABSENT: 1 (Edmonds) VOTE: Carried

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

**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: Council Member Vogt

SECONDED BY: Council Member Murdock

Council Member Murdock asked why this was not redone when the city reconstructed Prospect and use state funding. He asked if the intersection will also be paved as a part of this project. Ms. Ernat responded she can provide that information at a later date.

On a roll call, the vote to amend Resolution No. 2017-248 was as follows:

|                           |     |                     |        |
|---------------------------|-----|---------------------|--------|
| Mayor Pro-Tem Brown       | Yes | 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: 6 NO: 0 ABSENT: 1 (Edmonds) VOTE: Carried

**XIV. 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 – Mayor Pro-Tem Brown stated since its task has been completed this will be removed from Liaison Reports.
- G. Friends of Rutherford Pool - None
- H. Housing Equity Leadership Team - None
- I. Economic Development Coordinating Committee – None

#### **XIV. COUNCIL PROPOSED BUSINESS –**

##### Richardson

- A stop sign is needed at Ferris and Middle. She travels there regularly and it is difficult to see at that intersection.

Mayor Pro-Tem Brown added drivers speed through that area all the time and it is very dangerous. Council Member Murdock stated put a resolution on the next meeting to install speed bumps at that location. Chief DeGiusti replied two years ago the Traffic Review Committee recommended putting speed bumps at that location. Council Member Richardson stated at that time Council was told there is not funding available to install speed bumps at that location. Ms. Richardson requested a resolution be brought for approval during the November 28<sup>th</sup> meeting regarding speed bumps on Ferris.

- The bushes at the corner of Hamilton and Ferris obstruct the view of drivers. The bushes need to be trimmed and a sign indicating senior citizens are crossing.

##### Robb

- Asked if evaluations for the City Manager and the City Clerk are going to be completed.

Council Member Bashert stated there was a change to one of the questions and it has since stalled. However, it is a simple change and they should be continuing in the near future.

##### Murdock

- He will have resolutions for the next meeting regarding specific topics.

##### Bashert

- Asked for language regarding a resolution for fire prevention funding.
- Asked questions regarding bathrooms in the parks, especially during the peak months.

#### **XV. COMMUNICATIONS FROM THE MAYOR PRO-TEM–**

None

#### **XVI. COMMUNICATIONS FROM THE CITY MANAGER –**

- 2<sup>nd</sup> November meeting rescheduled to November 28<sup>th</sup>

#### **XVII. COMMUNICATIONS –**

- ~~Police Department Bench Warrant Report~~ **(November 28, 2017 Meeting)**

- Traffic Review Minutes of November 2, 2017

Ms. Ernat provided an update of the Bell/Kramer site and Solar Ypsi.

Council Member Murdock asked for a resolution to be prepared revoking the PILOT for the Cross Street Village. Ms. Ernat suggested holding off until the last meeting in December.

#### **XVIII. AUDIENCE PARTICIPATION –**

1. Amber Fellows, Ypsilanti, stated she is not surprised by the approval of the purchase agreement for 220 N. Park. However, she is disappointed in the process. She did not hear questions regarding what had been changed since the original proposal, and it was merely a gesture. Also, she was disappointed the developer was not asked if affordable housing would be included at the site. She would have preferred a public hearing been held for this property.
2. Nathanael Romero, Ypsilanti, stated it appears Ms. Ernat had been speaking with Amy Foster from at least the beginning of the year. He wants to know how to create better communication with city officials. There was little public outreach for the joint meeting between the Planning Commission, ZBA, and the Historic District Commission.
3. Lisa Voelker, 117 Cross, stated Council should examine hiring people from inside the community.
4. Heather Charles, Washington St., stated on Sunday a town hall was held including some other smaller group activities. She hopes communication lines will be kept open between the public and Council.

Council Member Murdock stated comments were made indicating the joint meeting between the HDC, ZBA, and Planning Commission did not have a section for public comment. If that were true it would be a violation of the Open Meetings Act. Mr. Romero responded he assumes it had audience participation but no comments were made, which suggests there were not sufficient community outreach.

#### **~~XIV. CLOSED SESSION~~ –**

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

#### **XIX. ADJOURNMENT –**

Resolution No. 2017-263, 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 10:35 p.m.





REQUEST FOR LEGISLATION  
(November 28, 2017)

To: Mayor and Council

From: Fire Chief Max Anthouard

Subject: YFD Engine 3 Equipment Damage Repair, Towing and Testing

---

SUMMARY & BACKGROUND:

The Ypsilanti Fire Department Engine-3 was involved in an accident on May 29, 2017. All damages have been repaired.

The Finance department is in receipt of the insurance reimbursement check from the Michigan Municipal League in the amount of \$190,344.48. The total amount of \$190,344.48 was deposited in account # 641-4-9340-682-00 on August 7, 2017.

The total amount of \$185,850 will be paid to Spartan Motors USA, Inc. DBA Spartan ER to cover Engine-3's complete body replacement from 641-4-9340-682-00.

The remaining amount of the insurance reimbursement (\$4,494.48) will be used to replace broken equipment.

RECOMMENDED ACTION: (Approval/Denial)

ATTACHMENTS: (contract, map, letter, etc.)

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CITY MANAGER APPROVAL: \_\_\_\_\_ COUNCIL AGENDA DATE: 11/28/17

CITY MANAGER COMMENTS: \_\_\_\_\_

FISCAL SERVICES DIRECTOR APPROVAL: \_\_\_\_\_



Resolution No. 2017 -271  
November 28, 2017

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, The City of Ypsilanti Fire Department Engine-3 damages have all been repaired from the accident that occurred on May 29, 2017; And,

WHEREAS, The City of Ypsilanti received an insurance reimbursement check on August 7, 2017 from the Michigan Municipal League in the amount of \$190, 344.48 for the damages and towing of the Ypsilanti Fire Department Engine-3; And,

WHEREAS, The total amount of \$190,344.48 was deposited in account # 641-4-9340-682-00; And,

WHEREAS, The total amount of \$185,850 will be paid to Spartan Motors USA, Inc. DBA Spartan ER to cover Engine-3's complete body replacement from 641-4-9340-682-00; And,

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council authorizes the Finance Department to proceed in processing payments to cover the Ypsilanti Fire Department's YFD Engine-3 equipment damages.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

1100 1 24 26 411 1:04 1 20 70 401: 00 700 1 55 3 211







**WALL STREET TOWING, INC.**  
876 Railroad Street, Ypsilanti MI 48197  
Phone: (734) 485-2055 | Fax: (734) 485-4950

Invoice  
**#T2178**  
Printed 7/24/2017

|                     |                                                                            |               |                                           |
|---------------------|----------------------------------------------------------------------------|---------------|-------------------------------------------|
| Invoice #           | T2178                                                                      | Authorized by | YPSILANTI FIRE DEPARTMENT                 |
| Call #              | 24764                                                                      |               | 525 W. MICHIGAN AVE ", YPSILANTI MI 48197 |
| Tow Reason          | Accident                                                                   |               | Phone: (734) 482-9778                     |
| Date/Time Requested | 5/29/2017 @ 11:43 PM                                                       | Tow From      | I-94 WEST BOUND @ GROVE                   |
| Date/Time Completed | 5/30/2017 @ 4:08 AM                                                        | Tow To        | 876 RAILROAD, YPSILANTI MI 48197 TO YFD   |
| Notes               | CALL # 1817<br>ALSO REQUESTING 2 FLATBED VEHICLE HAS NO BRAKES<br>BILL YFD |               |                                           |

| Year | Make    | Model     | Color  | VIN               | Plate | Odometer |
|------|---------|-----------|--------|-------------------|-------|----------|
| 2011 | SPARTAN | FIRETRUCK | Yellow | 4S7CT2B988C074049 | -     | -        |

| Charge Description                        | Quantity | Price              | Line Total      |
|-------------------------------------------|----------|--------------------|-----------------|
| Police Impound or Accident Straight Truck | 1        | \$500.00           | \$500.00        |
| Clean - Up                                | 1        | \$100.00           | \$100.00        |
|                                           |          | <b>Grand Total</b> | <b>\$600.00</b> |
|                                           |          | <b>Amount Due:</b> | <b>\$600.00</b> |

WALL STREET TOWING appreciates your business; if you have any questions regarding this invoice, please contact us at 724-485-2055. Thank you.  
Damage Disclaimer: I Have been advised that my vehicle may be damaged if winched,towed,unlocked,jump started,tire changed or left on unattended premises. I recognize the difficulty involved and I agree not to hold WALL STREET TOWING responsible for such damages should it result. I, the undersigned do hereby certify that I am legally authorized and entitled to take possession of the vehicle described and all personal property therein. I have received the vehicle and all personal property in satisfactory condition.

Signature: \_\_\_\_\_

USDOT: 778690

**Accurate Appraisal Service**  
P.O. Box 21  
Clarkston, Michigan, 48347-0021  
(248) 634-7077 FAX 248-634-8898  
e-mail: [twight@accurateappraisalservice.com](mailto:twight@accurateappraisalservice.com)

To the: Michigan Municipal League

Date: July 12, 2017

Attention of Karen Gines

Claim / policy #. 100AL1700635 /MML—N/A

Date of loss 5-29-17

Insured: C/O YPSILANTI #3

Claimant:

Our #. 7MML7-44918776

Dear Karen,

Please pay City of Ypsilanti as follows for equipment damage and testing.

|                                                     |                  |
|-----------------------------------------------------|------------------|
| Extrication equipment inspection                    | 1739.13          |
| Hurst power plan                                    |                  |
| 2-Hydraulic lines, cutters and rams                 |                  |
| SCBA's Inspections 3 tested                         | 130.00           |
| Replace 1 SCBA bottle (failed test,-due to damage)  | 1200.00          |
| Rapid Intervention team pack- passed                |                  |
| Ground ladders 13', 14' and 28' passed inspections  |                  |
| Electric fan                                        | 2475.00          |
| Vent saw cutter edge (arm, handle and bar damaged)  | 2207.00          |
| Shipping fan and saw                                | 195.00           |
| Ice rescue suits- passed inspection                 |                  |
| Pro pack foam generator -passed inspection          |                  |
| Gas can                                             | 62.25            |
| Water rescue throw bag and ropes (cut)              | 73.58            |
| Foam nozzle -passed inspection                      |                  |
| <u>Fire fighter suit decontamination and repair</u> | <u>112.50</u>    |
| <b>TOTAL EQUIPMENT DAMAGES</b>                      | <b>\$8194.46</b> |

Fee

Photos

Mileage

Office

Total

Tony Wright

APPRAISER

**ACCURATE APPRAISAL  
SERVICE**

Tony Wright  
ACCURATE APPRAISAL SERVICE  
P O BOX 21  
Clarkston, MI 48347-0021  
Business Phone: 248-634-7077  
Fax Number: 248-634-8898  
Cell Phone: 248-421-7078  
twright@accurateappraisalservice.com

**Estimate**

Est #1034, Report #2434  
ID #4918776

Registration Number: M204538

| Vehicle Info                      | VIN               | Color             | License | Weight    |
|-----------------------------------|-------------------|-------------------|---------|-----------|
| 2011 SPARTAN 304 SST CRIMSON BODY | 4S7GT2B98BC074049 | YELLOW(-1) / (-1) | 084X093 | 48000 / 0 |

**Owner**  
CITY OF YPSILANTI E-3

**Repair Facility**  
SPARTAN EMERGENCY  
RESPONSE  
907 7TH AVENUE NORTH  
BRANDON, SD 57005  
Business #: 605-929-9867

**Insurance Company**  
MICHIGAN MUNICIPAL LEAGUE Location: YPSILANTI FIRE DEPT.

**Other Info**  
Policy #: NOT AVAILABLE  
Claim #: 100AL1700635  
Loss Date: 5/29/2017

**Adjuster**  
KAREN GINES

| Description                                                                     | Part # | Price Qty     | Labor           | Paint      | Other             |
|---------------------------------------------------------------------------------|--------|---------------|-----------------|------------|-------------------|
| R&I REMOVE DAMAGED BODY                                                         |        |               | 100.0 Body hrs. |            |                   |
| Replace ENGINEERING 304 SST                                                     |        |               |                 |            | \$3,000.00 Sublet |
| Replace SST BODY MATERIALS                                                      | ②      | \$24,250.00 1 | 150.0 Body hrs. |            |                   |
| Refinish PAINT NEW BODY                                                         |        |               |                 | 125.0 hrs. |                   |
| Replace UNI STRUT, HORIZONTAL-ALL COMPARTMENTS                                  | ②      | \$1,250.00 1  |                 |            |                   |
| Replace REAR TAILBOARD GRIP STRUT INSERT 21"                                    | ②      | \$950.00 1    |                 |            |                   |
| Replace ANGLED BEAVER TAILS                                                     | ②      | \$1,600.00 1  |                 |            |                   |
| Replace ROLL UP DOORS                                                           | ②      | \$8,400.00 1  | 21.0 Body hrs.  |            |                   |
| Replace ROLL UP DOOR PROTECTORS NATURAL FINISH                                  | ②      | \$1,050.00 1  |                 |            |                   |
| Replace KNURLED ALUMINUM TREAD PLATE CATWALKS-2                                 | ②      | \$4,750.00 1  | 80.0 Body hrs.  |            |                   |
| INCLUDES INSTALL TRIM                                                           |        |               |                 |            |                   |
| Replace BRUSHED SST OVERLAYS, HOSEBED, FRONT AND REAR TRIM                      | ②      | \$7,800.00 1  |                 |            |                   |
| Replace SLIDE MASTER EXTENSION WITH 3/16 ALUMINUM TRAY, REAR CENTER COMPARTMENT | ②      | \$3,200.00 1  | 20.0 Body hrs.  |            |                   |
| INCLUDES REAR UPPER REAR CENTER PULL OUT                                        |        |               |                 |            |                   |
| Replace ADJUSTABLE TRAY UPPER REAR CENTER COMPARTMENT                           | ②      | \$950.00 1    |                 |            |                   |
| Replace STORAGE WELL WELL PANELS WITH DRAWER-2                                  | ②      | \$3,900.00 1  | 35.0 Body hrs.  |            |                   |
| INCLUDES LEFT AND RIGHT COMPARTMENTS                                            |        |               |                 |            |                   |
| Replace RIGHT REAR WHEEL WELL EXTINGUISHER COMPARTMENT                          | ②      | \$1,350.00 1  |                 |            |                   |
| Replace LEFT REAR FUEL FILL WITH PULL OUT FLOOR DRY COMPARTMENT                 | ②      | \$1,800.00 1  |                 |            |                   |
| Replace 3 EXTRUDED RUB RAILS- REAR LEFT & RIGHT REAR                            | ②      | \$650.00 1    | 25.0 Body hrs.  |            |                   |
| LABOR INCLUDES GRAB HANDLES AND STEPS                                           |        |               |                 |            |                   |
| Replace REAR STEPS- FOLD DOWN STYLE                                             | ②      | \$550.00 1    |                 |            |                   |
| Replace REAR FULL LENGTH GRAB HANDLES                                           | ②      | \$450.00 1    |                 |            |                   |
| Replace 4" REFLECTIVE BODY STRIPING                                             | ②      | \$1,100.00 1  |                 |            |                   |
| Replace REAR CHEVRON 3M DIAMOND GRADE YELLOW                                    | ②      | \$2,100.00 1  | 15.0 Body hrs.  |            |                   |
| LABOR INCLUDES REFLECTIVE STRIPES                                               |        |               |                 |            |                   |
| Replace VIBRA TORQUE MOUNT BODY SYSTEM                                          | ②      | \$4,200.00 1  | 40.0 Body hrs.  |            |                   |
| INSTALL NEW BODY TO CHASSIS                                                     |        |               |                 |            |                   |
| Replace NEW ELECTRICAL HARNESS                                                  | ②      | \$8,750.00 1  | 115.0 Body hrs. |            |                   |
| INCLUDES INSTALLING MARKERS, LIGHT CLUSTERS DOT MARKERS, ECT AND NODES          |        |               |                 |            |                   |

**ACCURATE APPRAISAL  
SERVICE**

Tony Wright  
ACCURATE APPRAISAL SERVICE  
P O BOX 21  
Clarkston, MI 48347-0021  
Business Phone: 248-634-7077  
Fax Number: 248-634-8898  
Cell Phone: 248-421-7078

**Estimate**

Est #1034, Report #2434  
ID #4918776

Registration Number: M204538

twright@accurateappraisalservice.com

|                                                       |   |            |   |                   |
|-------------------------------------------------------|---|------------|---|-------------------|
| Replace NODES 8x16                                    | ③ | \$2,150.00 | 1 |                   |
| Other UL TEST COMPLETED TRUCK                         |   |            |   | \$3,200.00 Sublet |
| Other TRANSPORTATION TO AND FROM                      |   |            |   | \$5,900.00 Sublet |
| Other FINAL INSPECTION AND TRAVEL                     |   |            |   | \$5,650.00 Sublet |
| Replace SPOT LAMPS, REAR LIGHT CLUSTERS, MARKERS ECT. | ③ | \$3,700.00 | 1 |                   |

**Totals**

| Type              | Hours | Rate/hr  | Total        | Taxable |
|-------------------|-------|----------|--------------|---------|
| ③ Other Parts     |       |          | \$82,900.00  | ✓       |
| Body Labor        | 601.0 | \$100.00 | \$60,100.00  |         |
| Paint Labor       | 125.0 | \$144.00 | \$18,000.00  |         |
| Sublet            |       |          | \$17,750.00  |         |
| Paint Supplies    | 125.0 | \$22.40  | \$2,800.00   | ✓       |
| Taxable Amount    |       |          | \$85,700.00  |         |
| Tax 0.000%        |       |          | \$0.00       |         |
| Nontaxable Amount |       |          | \$85,850.00  |         |
| Grand Total       |       |          | \$181,550.00 |         |
| Net Total         |       |          | \$181,550.00 |         |

**Estimate Notes:**

THIS FIRE TRUCK WAS ORIGINALLY INSPECTED 5-31-2017 AT THE YPSILANTI FIRE DEPT. VEHICLE WAS OPENED UP TO INSPECT INSIDE CABINETS AND STRUCTURE. CRIMSON BODY A DIVISION OF SPARTAN FIRE EQUIPMENT WAS CONTACTED BY YPSILANTI TO DETERMINE THEIR THOUGHTS REGARDING REPAIRS. PAUL CRESSMAN WAS MET AT YPSILANTI 6-20-2017 AT THE YPSILANTI FIRE DEPT.

A copy of this document does not constitute a settlement of this claim. This is an estimate only, and not an admission of liability. The above figures are subject to insurance company approval. Appraiser/appraisal company make no guarantee of payments. Requests for payment above and beyond that outlined in this estimate shall be submitted in a timely manner and shall be supported by sufficient documentation. Any estimates submitted for consideration by or on behalf of insured shall be itemized by unit cost and quantity. Lump sum bids/estimates are not acceptable.

When authorized, the repairer agrees to complete and guarantee repairs and it is understood that no additional thereto will be considered without prior approval. All repairs are to conform to strict OEM specifications. All LKQ or remanufactured parts are to be OEM.



REQUEST FOR LEGISLATION  
November 28, 2017

FROM: Chief of Police Tony DeGiusti

SUBJECT: Replacement of Patrol Vehicles

**Summary and Background:**

In the FY 2017-18 budget funds were allocated from the Motor Pool account for the replacement of two patrol vehicles due to excessive wear, mileage and maintenance costs to safely operate the vehicles. The vehicles are scheduled to be replaced by two 2018 Ford Police Interceptors. The Ford Police Interceptor is specifically designed to be a patrol vehicle. It is equipped with all wheel drive for superior handling in all types of weather and will accommodate some of the current equipment at the police department. The cost to replace each vehicle is \$25,205.00 or a total of \$50,410.00.

The vehicle will be purchased under state bid pricing from Gorno Ford of Woodhaven, MI.

**Action Requested:**

Approve the purchase of two (2) 2018 Ford Police Interceptors from Gorno Ford in the amount of \$50,410.00 to be paid for from the Motor Pool account #641-7-9330-987-10.

---

City Manager Approval: \_\_\_\_\_ Council Agenda Date: 11/28/17

City Manager Comments:

Finance Director Approval: \_\_\_\_\_



Resolution No. 2017-272  
November 28, 2017

**RESOLVED BY THE CITY COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, the City of Ypsilanti Police Department desires to replace two (2) Patrol Vehicle with 2018 Ford Police Interceptors, and

WHEREAS, the City of Ypsilanti Police Department has been allocated funds in the FY 2017-18 budget for the purpose of purchasing these vehicles, and

WHEREAS, Gorno Ford of Woodhaven, Michigan has provided State of Michigan bid pricing in the amount of \$50,410.00.

THEREFORE BE IT RESOLVED, that the Chief of Police be authorized to sign all necessary documents needed to execute the vehicle purchase.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE:



REQUEST FOR LEGISLATION  
November 28, 2017

To: City Manager, Mayor, and Council

From: Beth Ernat, Director of Community and Economic Development

Subject: Sale of Property  
Purchase Agreement Extension  
Right-of-Way - 400 N. River

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SUMMARY & BACKGROUND:

The Thompson Block property located at 400 N. River Road was purchased by 2 Mission operating as The original and only Thompson Block, LLC. On April 4, 2017, City Council approved the Purchase and Sale Agreement for two pieces of City-owned right-of-way adjacent to the Thompson Block parcels and necessary to provide public access to the property.

The Purchase and sale agreement was signed May 17, 2017. The purchasers did not request closing until the agreement had expired due to an unanticipated time delay with the State with the processing of the OPRA and incentive agreement with MEDC. The purchase agreement expired in October 2017. The purchasers are seeking an amendment to the purchase agreement as the title work is not ready to close on the sale of property at this point. The proposed purchase agreement amendment would extend the date to no later than December 31, 2017.

In order to restore the historic time period of the building a front porch with an awning is being restored. Unfortunately, a strip of city owner right-of-way prevents the installation of the porch and barrier-free entry to use the porch. The right-of-way would allow the porch and barrier-free entrance to all be within the same property.

The purchasers have offered \$1 for the purchase of the property and have agreed to retain ownership of the property, retain a 5 foot easement for public use of the right-of-way and that the premises will comply with all zoning use restrictions. Additionally, the property shall revert back to the City if development does not occur within five years.

Upon further review of the site plan it was determined that small 94 square foot piece of property on the Cross Street side of the building was also public right-of-way. The building currently encroaches on this property and staff recommended vacating the parcel for consistency of the parcel.



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

The Site Plan for the development has been approved.

ATTACHMENTS: Proposed Resolution and Amendment to Purchase Agreement

RECOMMENDED ACTION: Staff recommends approval of the proposed amendment to the purchase agreement and a resolution authorizing the Mayor to enter into the agreement.

---

CITY MANAGER APPROVAL: \_\_\_\_\_ COUNCIL AGENDA DATE: 11/28/17

CITY MANAGER COMMENTS: \_\_\_\_\_

FISCAL SERVICES DIRECTOR APPROVAL: \_\_\_\_\_



Resolution No. 2017-276  
November 28, 2017

**RESOLUTION TO APPROVE ENTERING INTO AN AMENDMENT TO PURCHASE AGREEMENT FOR THE SALE OF CITY-OWNED RIGHT-OF-WAY**

WHEREAS, The City of Ypsilanti approved a Real Estate Purchase Agreement dated May 17, 2017 for the purpose of conveying its rights-of-way for the redevelopment of a historic building; and

WHEREAS, the subject parcels are located on or about 400 N. River Street, ID#11-11-04-495-024; and

WHEREAS, a purchase agreement has been approved and outlines an access easement for public sidewalk to be reserved, use restrictions on the property, the sale price of \$1, and the reversion of the property if the development is not completed within five year; and

WHEREAS, the amendment to the purchase agreement extends no later than December 31, 2017; and

WHEREAS, this redevelopment of the property known as the Thompson Block would not be historically accurate without the additional rights-of-way.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the City Council authorizes the Mayor of the City of Ypsilanti to enter into the amendment to the purchase agreement with The Original and Only Thompson Block, LLC.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

## **AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT**

**THIS AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT** ("Amendment") is made this \_\_\_\_\_ day of November, 2017, by and between **THE CITY OF YPSILANTI**, a Michigan home rule city ("Seller") and **THE ORIGINAL AND ONLY THOMPSON BLOCK, LLC**, a Michigan limited liability company ("Purchaser").

### **RECITALS:**

A. Seller and Purchaser entered into a Real Estate Purchase Agreement dated as of May 17, 2017 (hereafter, the "Purchase Agreement"), pursuant to which Seller agreed to sell to Purchaser and Purchaser agreed to purchase from Seller certain real property contiguous to Buyer's other property located at 400 River Street, Ypsilanti, Michigan (collectively, the "Property"). All capitalized terms used herein but not otherwise defined shall have the same meaning as set forth in the Purchase Agreement.

B. Seller and Purchaser desire to amend the Purchase Agreement as hereinafter provided.

**THEREFORE**, in consideration of the mutual promises, conditions and covenants contained herein, Seller and Purchaser agree as follows:

1. The Closing Date for performance referenced in Paragraph 10 of the Purchase Agreement is hereby extended to such date that is mutually agreeable to Purchaser and Seller, but in no event later than December 31, 2017.
2. Except as expressly provided herein, all other terms and conditions of the Purchase Agreement are unmodified and remain in full force and effect.
3. Each of the parties hereto represents and warrants to the other that this Amendment is its duly authorized action. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, successors in interest and assigns.
4. This Agreement may be executed in one or two counterparts, each of which will be an original, and all of which together shall constitute one and the same document. Facsimile signatures shall be effective as originals.

In witness whereof, the parties hereto set their hands.

By the duly elected or appointed representatives of the **CITY OF YPSILANTI:**

\_\_\_\_\_  
Mayor, Amanda Edmonds

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk, Frances M. McMullan

\_\_\_\_\_  
Date

By the duly appointed representatives of **THE ORIGINAL AND ONLY THOMPSON BLOCK, LLC:**

\_\_\_\_\_  
Jon A. Carlson, Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Greg Lobdell, Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
JOHN M. BARR  
Ypsilanti City Attorney



Resolution No. 2017-277  
November 28, 2017

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

Whereas residents have complained about cut through and speeding traffic on Ferris Street between W. Ainsworth and S. Hamilton; and

Resolved by the City Council of the City of Ypsilanti that speed bumps be placed on Ferris Street between W. Ainsworth and S. Hamilton.

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: dduchene@barrlawfirm.com

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

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

**REQUEST FOR LEGISLATION**

DATE: November 22, 2017

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Resolution to issue request for proposals for parking services

**SUMMARY/BACKGROUND**

The City of Ypsilanti Parking Violations Bureau has been operating since December of 2015. Since its inception, the Bureau has been utilizing CLEMIS (Courts and Law Enforcement Management Information System) for its hardware (handhelds and printers) and data tracking software. The Bureau has been able to function with this system, despite some issues and inefficiencies which have continually evaluated and attempted to resolve by staff.

However, the City has been notified by CLEMIS that it is phasing out its hardware for parking violations and has suggested that agencies find other solutions for its parking needs. Staff is interested in issuing a request for proposals for potential bidders to provide both hardware and software for the Bureau which will replace the current framework and help improve upon the previously mentioned issues.

Adoption of the attached resolution will authorize staff to issue the attached RFP in order to present a contract to City Council for ultimate approval.

ATTACHMENTS: Proposed resolution and RFP

RECOMMENDED ACTION: Adoption of the resolution

DATE RECEIVED: \_\_\_\_\_ AGENDA ITEM NO. Resolution No. 2017-278

CITY MANAGER COMMENTS:

FOR AGENDA OF: \_\_\_\_\_ FINANCE DIR. APPROVAL



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

November 22, 2017  
Page 2

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COUNCIL ACTION TAKEN:



Resolution No. 2017-278  
November 28, 2017

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI THAT:**

WHEREAS, the Ypsilanti City Council amended Ypsilanti City Code Section 102-81 to establish a Parking Violations Bureau for the purpose of handling all alleged parking violations within the City of Ypsilanti pursuant to the Revised Judicature Act, Public Act 154 of 1968, as amended (MCL 600.8395); and

WHEREAS, the Ypsilanti City Council adopted resolution No. 2016-005, approving the rules of the Parking Violations Bureau; and

WHEREAS, since its inception, the Parking Violations Bureau and enforcement officers have been utilizing Courts and Law Enforcement Management Information System ("CLEMIS") for its hardware and software needs; and

WHEREAS, CLEMIS has advised that they are phasing out its hardware for parking violations and has encouraged agencies to find other solutions to the parking needs; and

WHEREAS, the City is interested in contracting with a third-party capable of supporting the Parking Violations Bureau's need for hardware and software support, particularly to provide handheld devices and printers; software to track, find, store and share data between devices and agencies within the City, Courts and State of Michigan; and for increased efficiency, including the issuance of notices for payment of outstanding violations;

NOW THEREFORE BE IT RESOLVED that staff of the City and the Parking Violations Bureau is directed to issue the attached request for proposals to locate a third-party to provide such services, with a proposed contract from the successful bidder to be approved by City Council.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:



# **City of Ypsilanti, MI**

## **Parking Ticket & Permit Processing Services**

### **SCOPE OF SERVICES**

The City of Ypsilanti (City) is seeking a completely integrated, outsourced solution for the hardware and software needs of its Parking Violation Bureau. This includes such hardware and software needed for the issuance and processing of violation notices and citations. . All proposals must include a detailed plan of all computer hardware, software, and other services to be developed. The City generates approximately 7,000 parking tickets per year. The City will collect all walk-in parking ticket payments directly, while the successful vendor will be responsible for mail-in and online/phone payment processing. All proposals must include a detailed plan including all hardware and software, notices, reports, conversion of master files, and other items as specified herein

It is expected that all services be successfully implemented within sixty (60) days of the City of Ypsilanti entering into an agreement with the selected vendor.

All computer mobile hardware collection tools provided will remain the property of the successful responder.

Attachment 1 herein contains the adopted ordinance of the City of Ypsilanti establishing the Parking Violations Bureau, as well as the adopted Rules and Regulations of the Bureau. By submitting a proposal, the vendor agrees to abide by the regulations and laws of the United States of American and State of Michigan, as well as the ordinances and rules of the City of Ypsilanti.

Attachment 2 herein is the City of Ypsilanti Contract Addendum Form. By submitting a proposal, the vendor agrees to all relevant terms and conditions contained therein.

### **PROPOSAL REQUIREMENTS**

The proposal shall include a statement of qualifications. The statement should include the name, address, and brief history of the vendor. Contractors interested in applying must include a list of current clients and a minimum of three references. The City will select the proposal that, in its sole judgement, is in the best interest of the City of Ypsilanti. Applicants must furnish a sealed, written proposal in accordance with this RFP with five (5) paper copies and an electronic copy delivered with the proposal.

Applicants must deliver the proposal and copies to the office of the Ypsilanti City Clerk, 1 South Huron Street not later than 3 p.m. EST on January 12, 2018. Applicant is responsible to have the City Clerk date stamp the proposal envelope. Proposals must be in the City Clerk's office on the date and time specified. Late proposals will not be considered. Proposals must be signed by a responsible agent of the vendor and must be valid for 120 days.

Submit the proposal on letter size paper using at least a font size of 12 points. Print on one side only. Proposals shall include an executive summary and transmittal letter. Provide tabs for each major section. There will be no formal bid opening.

The City of Ypsilanti reserves the right to accept or reject any and all bids or parts of bids and to waive any and all irregularities, informalities, inconsistencies, and to negotiate contract terms with the successful applicant(s), and to disregard all non-conforming, non-responsive or conditional proposals. The City reserves the right to accept any bid and price shall not be the sole determining factor.

The City reserves the right to accept part of a bid and reject other parts. Acceptance of any proposal will be based on level of experience, qualifications, costs and other factors. The City of Ypsilanti reserves the right to accept a proposal, which it determines in its sole discretion, to be in its best interest.

The City reserves the right to interview any of the bidders prior to accepting a proposal.

Successful applicant must agree for all members and employees of the applicant Company to not become involved in the advocacy of the political campaign of any candidate for election to the Ypsilanti City Council. In addition to not make any contribution of any kind designed to further the candidacy of any individual seeking election to the Ypsilanti City Council. Public or private participation in the advocacy of political candidates for the office of Ypsilanti City Council (including the Mayor) shall be prohibited as a condition of employment.

The City reserves the right to modify or terminate the contract based on significant Company changes.

Pursuant to the Iran Economic Sanctions act, MCL 129.313, before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Contractor, the Contractor must first certify that it is not an "Iran Linked Business" as defined by that law. Bidding on this RFP is such certification.

## **METHOD OF AWARD**

The City will be taking into consideration more than cost in its evaluation process. Other criteria will include but not be limited to the following:

- Overall reputation of the vendor.
- Ability of the vendor to provide the services.
- Favorable reference checks (particularly with Michigan municipalities).
- Overall financial position of the vendor and its stability/ ability to provide specified insurances.
- The number and scope of any conditions included in the vendor's proposal.

- Quality of lightweight handheld units offered to the City along with simplicity of use. Replacement units must be available within 48 hours.
- Experience and understanding in working with the State of Michigan Secretary of State for processing registration requests
- Experience and direct access to the remaining out-of-state Department of Motor Vehicle (DMV) agencies, particularly with the nearby States of Illinois, Indiana, Iowa, Ohio and Wisconsin.
- Vendor must not have been prematurely terminated from any similar contracts in the State of Michigan for the last five (5) year period.

After technical qualities have been evaluated, the vendor will be selected based on the subjective determination of the best interest(s) of the City of Ypsilanti.

### **CONTRACT PERIOD**

The term of the contract shall be for an initial five (5) years and may be renewed upon mutual agreement of both parties annually thereafter.

### **PAYMENT**

The City of Ypsilanti will pay the successful responder for each ticket issued during the contract period, in addition to reimbursement for postage on delinquent notices. Proposal should clearly state any appropriate fees.

### **SYSTEM UP-TIME**

Successful responder's computer system shall be online and all services shall be available to the City no less than ninety-five (95%) of the duration of Agreement. Failure to meet specified "up-time" shall be grounds for cancellation of contract.

### **BACKUP SYSTEMS**

A total backup for all software, hardware, and other equipment is required. All data files and databases are to be backed up at least once per day. The tapes/media, which are backed up, are to be sent to offsite storage on a daily basis.

### **DISASTER RECOVERY PLAN**

The responder should state what the disaster recovery plan is for their computer facility. It is expected that each responder should have an offsite, mirrored facility should an incident render the primary facility inoperable.

### **INSTALLATION TIME FRAME**

Responder's must demonstrate their ability to install and operate the proposed system within ninety (90) days' notice of award.

## **COMPONENTS OF SERVICE TO BE PROVIDED**

The successful responder chosen will provide the following at no additional charge:

- All hardware, software, and maintenance required to run an online computer service which meets the City's specifications
- Any installation costs
- Data entry for all manual parking tickets issued by the City within 48 hours (business) of receipt by vendor with a 98% accuracy rate
- Process and account for all mail-in parking ticket payments sent to the vendor's Post Office Box.
- Deposit parking ticket monies received directly into a City-owned bank account.
- A toll-free number for the City to contact vendor service/ support (this number should be operational from 8:30 AM to 5:00 PM EST).
- All necessary forms and tapes.
- All initial and ongoing training.
- Provide for retention of data for ten (10) years.

## **HANDHELD SPECIFICATIONS**

The City of Ypsilanti is looking for the successful responder to supply handheld ticket writers for automated parking ticket issuance. The City would like the opportunity to select from multiple handheld options that meet the following specifications:

- Image capture and barcode reading capabilities
- Weigh less than 2 pounds
- Readable in all weather conditions
- Drop durability of four (4) feet to concrete
- Operating temperature of -4°F to 122°F
- Complies with the IP54 rating for dust and water-splash protection
- No loss of data while transferring data from handheld to server
- Customizable Programming
- Realtime notification to operator if a vehicle has six or more outstanding tickets

## **HARDWARE AND SOFTWARE NEEDS**

The following hardware and software is to be provided at no additional charge to the City:

- Barcode Reader
- Handheld Ticket Writers and all required peripherals
- Software Licenses to vendor's Ticket Management System
- Ability to electronically export citations to the 14A2 District Court

All hardware to be provided must be the latest state-of-the-art, and fully operational. Malfunctioning equipment shall be repaired or replaced within forty-eight (48) hours of notification to vendor at no charge to the City. Consideration should be given into having spare stock of the City's necessary computer equipment to be able to meet this requirement.

#### **RESPONSE TIME OF SYSTEM SERVER TO COMPUTER TERMINAL**

Responder's computer system must be able to deliver a response to an on-line terminal inquiry within (one-half second) 0.5 seconds.

#### **SECURITY FEATURES/ AUDIT TRAIL**

The responder must provide adequate security features for both the hardware and software of the system, such as password security, and provide an audit trail of record changes to the system by all users.

#### **TRAINING OF CITY STAFF**

Responder shall provide training of City staff on the computer system until competency of hardware and software is achieved. Training will also be required, both classroom and field training, for all staff who will be utilizing the handheld units. Contract must include training of any new staff members. All requests for training by the City shall be honored at no charge. Proposal should include an explanation of how training shall be implemented.

#### **IN-STATE PROCESSING**

Responder is required to directly interface with the State of Michigan Secretary of State and must have an account with the same for license plate lookup services. Registered owner name retrieval with the State of MI SOS must occur at least weekly. Proof of said account must be available for inspection by the City of Ypsilanti. Proposal must show experience in accessing the Michigan Secretary of State for a minimum of ten (10) years.

#### **OUT-OF-STATE PROCESSING**

Responder is required to interface directly with all of the remaining non-Michigan DMV agencies throughout the United States to acquire registration data; indicate how timely processing of out of state tickets will occur and clearly outline which states they have direct access to. Due to Ypsilanti's close proximity to the States of Illinois, Indiana, Iowa, Ohio and Wisconsin, of particular importance is demonstrated experience of interfacing directly with the DMV agencies from these states. Vendor must be able to issue notices to non-Michigan violators for citations unpaid after the due date of the ticket.

## **NEW TICKET PROCESSING**

The successful responder data enter all manual/book tickets on behalf of the City and provide a digital image of said ticket to the City via the vendor software and to the ticket recipient via a secure, vendor hosted web portal.

Automated tickets shall contain a scan line containing ticket number and the successful vendor shall be responsible for providing all equipment and training for City employees to write, print, produce, sync, and transfer citations from the handheld ticket writers to the vendor software.

## **NOTICES**

Successful responder will be responsible for the issuing and sending of all parking violation notices. Each type of notice should have the provision of up to twenty (20) line items. Notice text must be able to be changed within twenty-four (24) hours of request by the City. Notices are required to meet the minimum standard of the Rules and Regulations of the Parking Violations Bureau. Briefly, this requires notice to the last known address of the vehicle's registered owner at thirty (30) and sixty (60) day intervals by first-class US Mail.

Notices are to be addressed to the vehicle's registered owner based upon registration files from the various states' department of motor vehicle agencies. Successful responder must actively pursue locating new addresses for violators whose notices have been returned for lack of a valid address and not send further notices until a new address is obtained.

Each notice should identify:

- The date the notice is generated
- The vehicle's registration/ plate number and state

Each notice should also include the following:

- Ticket number
- Ticket
- Ticket location
- Fine amount
- Name and address of the vehicle's registered owner
- Date and time ticket issued
- Color, style, make, and model of the vehicle
- License plate number of the vehicle
- Issuing officer's name
- Location of the ticket
- Other relevant information

Fines will escalate according to the scheduled indicated in the City of Ypsilanti's resolutions and ordinances. Language on the notices will vary according to the type of notice. On a monthly basis for each type of notice, registers will be prepared in state/plate order and will include ticket number, issue date, place of ticket, ticket description, owner's name, address, fine and penalty.

## **PAYMENT PROCESSING**

The Vendor shall rent a post office lockbox for the remittance of payments. All payments received by the vendor must be processed at the Lockbox the same day that they are received and all cash and checks must be available for deposit by the next morning.

The Vendor is responsible for (a) the receipt and routing of all lockbox mail, (b) the processing, accounting and daily deposit of lockbox payments, (c) the routing of parking ticket related correspondence, and (d) the retention of parking ticket payment documents (e.g., retain copy of endorsed check copy as well as any documents from the violator detailing the ticket(s) to be paid.

The following payment types must be accepted:

- a. whole and partial ticket payments
- b. multiple whole and multiple partial ticket payments

The Vendor shall establish procedures to ensure that:

- a. all mail retrieved at the post office lock box is delivered to the processing facility / location
- b. all mail is correctly sorted and batched
- c. the City receives all correspondence on a timely basis
- d. the entry of payment information is accurate
- e. all batched payments submitted to processing staff are subsequently processed
- f. all processed payments are correctly updated to the system
- g. all items rejected during batch update are recorded, including subsequent re-entry of such items.

The Vendor shall maintain effective security over cash, checks, and terminals. This includes the timely depositing of any cash payments received and the control of error correction capabilities.

The Vendor shall reconcile amounts paid, posted, and amounts deposited. Further, the Vendor shall provide the City with all pertinent back-up documentation of each transaction listed on all bank statements (e.g., daily lockbox deposit slip copies, all bounced check bank listings, any and all credit/debit items, all wire transfer activity, etc.; and copies, front and back.

## **HANDHELD IMAGES**

Images that are captured by the handheld ticket writers must be available for retrieval and viewing through the vendor's proposed parking system. Ticket images should be associated with the individual tickets that were issued.

## **ONLINE APPEALS**

The vendor must provide capability for the public to file disputes electronically through an interactive website. As disputes are processed the parking ticket database must be updated in real-time and the ticket(s) in question must automatically be put on hold pending the City's review of the appeal.

## **REPORTS**

Successful responder will be responsible for the programming and issuing of all reports listed below. There will be a minimum of forty (40) hours of reporting provided at no charge to the City. This time can be used for the fulfillment of any new/special reporting requests as well as modifications to existing reports. The City should also have the ability to generate ad hoc reports directly from the successful responder's parking ticket system.

- *Monthly New Ticket Report* showing the new tickets entered on the master file, issued by date and fine amount.
- *Monthly Payments Collected Report* showing ticket payment processing by date of processing including ticket numbers, amount paid, pay date, issue date, notice mailing date and totals for each day and each report.
- *Monthly Out-Of-State Report* showing by state/plate, tickets issued to non-Wisconsin plates, including ticket number, issue date, issue time, ticket code, total fines, penalties, reductions, payments and total due, together with a summary showing total for each state and grand totals.
- *Monthly Report* listing all outstanding tickets on each plate sorted alphabetically by the name of the registered owner. The report will include the plate number, ticket number, fine, penalty, reduction, paid and due amounts.
- *Monthly Disposition Report* listing by state/plate number, the ticket numbers of tickets dismissed during the month on each plate, including the dollar amount for each ticket dismissed and total dollar amount for each plate and the total number of tickets dismissed that month and the total dollar value of tickets dismissed during the month.



- *Weekly Scheduled-Hearing Report* showing all tickets scheduled for hearing with ticket number and amount, date of issue, hearing date and time, state/plate name and address of owner.
- *Monthly DMV Scofflaw Report* by license plate, showing the total plates flagged for non-renewal at the Wisconsin Department of Motor Vehicles.
- *Daily On-Line Cashiering Report* listing all payments and adjustments by ticket number, amount, method of payment, cashier, date and plate number.
- *Weekly Noticing Activity Report* showing by plate number, the noticing activity with mail date, ticket, number, name, address and amount due
- *Weekly DMV Make Match Failure Report* showing by ticket number the tickets that failed to match up with DMV file information.
- *Monthly Lease/Rental Report* showing by plate number, all tickets issued to lease/rental vehicles by company name, address, date of issue, location, make, color, and amount due.
- *Monthly Tickets Issued by Badge Number Report* listing the number of tickets issued by each officer by badge number by ticket code.

## **BOOTING AND TOWING**

The proposed system solution must provide on-line facilities for tracking vehicles that have been booted or towed for illegal parking or persistent parking offenses including:

Retrieval of boot/ tow information to include date and time vehicle was booted/ towed, location that the boot/ tow occurred, location vehicle was towed to, date and time that boot/ tow was released.

Automatic entry of boot/ tow, storage fees upon booting/ towing of a vehicle. These fees must be displayed on the inquiry terminal along with the appropriate message to alert the City of the action taken and be paid /accounted for on the cash registers.

## **SYSTEM INQUIRY**

In addition to the traditional methods of inquiry (i.e. Ticket number/ plate number), the proposed system should have the capability to access violator database from violator last name. Ypsilanti personnel must be able to input a violator's name and have all information pertaining to that individual displayed.

## **RETURNED CHECKS**

Successful responder must provide the ability to reinstate tickets for checks that have been returned. When tickets are reinstated to the file, revenue accounting must reflect the reduction. In addition, the system must automatically notify an operator when a violator has previously issued a bounced check in the past, instructing them to no longer accept payments by check from this individual.

### **WEB-BASED PAYMENTS**

Responders should detail their solution for a vendor hosted payment website. Said website should provide ticket recipients the opportunity to review a copy of the ticket received, appeal citation issued and pay their tickets in full. The successful vendor must offer the ability to remit payment(s) directly to a City bank account via daily ACH. All credit card data must be protected using 128-bit encryption and successful responder must provide PCI Certification of Compliance.

### **CONVERSION FROM EXISTING SYSTEM**

In addition to the processing of new tickets, the responder's solution must be able to convert and take over the processing of master files that make up the City's existing parking ticket database. All costs for conversion must be absorbed by the responder.

### **CONVERSION AND EXPORTING OF CITATIONS**

The Rules and Regulations of the Parking Violations Bureau provide that failure to timely respond to a notice of parking violation will result in the issuance of a citation by the City of Ypsilanti. After proper notice, the system should auto-generate citations for issuance and export such citations to the 14A2 District Court's management system.

### **PERMIT PROCESSING**

The vendor must have permit management software capable of issuing and tracking multiple permit types. The responder will be responsible for the conversion of the City's current permit database and all handheld ticket writer devices must be compatible with the permit program for tracking purposes.

The successful vendor will offer online permit management and will be responsible for the timely mailing of all parking permit renewal letters using First Class mail. These shall be delivered for mailing to the U.S. Postal facility no later than twenty-four (24) hours after the printing of the notices.

### **CUSTOMER SERVICE**

Proposers should have a designated contact for the City to provide both training and day-to-day support.

Successful proposers will also provide Customer Service to ticket recipients via a dedicated toll free telephone line. Calls should be answered following a strict script custom designed to address the City's unique needs and be answered five (5) days per week during normal business hours.

# **ATTACHMENT 1**

**CITY OF YPSILANTI**  
**Parking Violations Bureau**  
**Rules and Regulations**

**Preamble**

These Rules and Regulations of the Parking Violations Bureau ("Bureau") are established for the operation of the Bureau, pursuant to Chapter 102, Article III, Division 2, Section 102-81(b) of the Code of Ordinances for the City of Ypsilanti.

**Section 1: Compliance with Laws**

The rules, regulations, and procedure of the Bureau will comply at all times with applicable ordinances and resolutions of the City of Ypsilanti; the rules and procedures of the 14A2 District Court; and the laws of the State of Michigan.

**Section 2: Methods of Payment**

A person who receives a parking violation notice issued by the City of Ypsilanti and wishes to admit responsibility may do so by paying to the Bureau the full amount of the applicable fines and costs as follows:

- The Bureau will accept the following methods of payment: Cash; check or money order, payable to the City of Ypsilanti; or credit card, Visa is not accepted.
- Persons may pay in person by any of the methods above during regular office hours.
- Persons may pay by check or money order by mail or drop box. Payments will be accepted in the drop box until midnight on the due date.
- There is a 3 percent charge for paying with a credit card and a \$45 fee for returned checks.
- Payments are considered paid when received by the Bureau.

**Section 3: Contesting a violation**

If a person receives a parking violation notice issued by the City of Ypsilanti and denies responsibility or desires to plea responsible with an explanation, they must do so in accordance with Article III, Division 2, Section 102-81(f) of Code of Ordinances for the City of Ypsilanti. The Bureau has created a form for convenience, but use if this form is not required. Respondents may contest a violation to the Bureau in person or by mail. The amount of the fine for the contested violation will be the amount the fine would have been as if it had been paid on the day the Bureau receives the necessary submittals in compliance with Section 102-81(f). Once a violation is properly contested,

the Bureau will forward the submittals and all necessary paperwork to the 14A2 District Court and the Bureau will not be able to accept payment. If a respondent is found responsible, additional costs and fees may be applied by the 14A2 District Court according to its rules and procedures.

#### **Section 4: Failure to Respond**

If a person receives a parking violation notice issued by the City of Ypsilanti and fails to respond by either admitting responsibility and paying all fines and costs or by properly contesting a violation notice, the Bureau will notify the respondent by first-class mail to the registered owner of the vehicle at the owner's last known address that failure to respond accordingly will result in a citation being filed with the 14A2 District Court, according to Article III, Division 2, Section 102-81(d) of Code of Ordinances for the City of Ypsilanti. Two notifications will be made by the Bureau before a citation is filed. The first subsequent notification will be made 30 days after the notice of violation issued. The second subsequent notification will be made 60 days after the notice of violation is issued. A citation will be issued if no proper response is made 90 days after the notice of violation is issued.

Citations issued must be delivered by first-class mail to the registered owner of the vehicle at the owner's last known address, with a copy to the 14A2 District Court. After a citation is issued, all payments for parking violations must be made to the 14A2 District Court only and the Bureau will not be able to accept payment. The 14A2 District Court may apply additional costs and fees according to its rules and procedures.

*(Established: January 5, 2015)*

**The City of Ypsilanti**  
**Notice of Adopted Ordinance**  
**Ordinance No. 1256**

AN ORDINANCE TO AMEND YPSILANTI CITY CODE CHAPTER 102 "TRAFFIC AND VEHICLES," ARTICLE III "STOPPING, STANDING AND PARKING," DIVISION 2, BY AMENDING DIVISION 2 TO BE TITLED "PARKING VIOLATIONS BUREAU AND ENFORCEMENT," AND TO AMEND DIVISION 2 TO CREATE A PARKING VIOLATIONS BUREAU, TO SET FORTH RULES AND PROCEDURES FOR THE PARKING VIOLATIONS BUREAU, AND TO HAVE FINES AND FEES SET BY RESOLUTION OF CITY COUNCIL.

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

That Chapter 102 of the Code of Ordinances, City of Ypsilanti, Michigan, entitled "Traffic and Vehicles," Article III "Stopping, Standing and Parking," Division 2 is hereby amended to be titled as follows:

**DIVISION 2. - PARKING VIOLATIONS BUREAU AND ENFORCEMENT**

That Chapter 102 of the Code of Ordinances, City of Ypsilanti, Michigan, entitled "Traffic and Vehicles," Article III "Stopping, Standing and Parking," Division 2, Section 102-81 is hereby amended as follows:

**Sec. 102-81.-Parking Violations Bureau..**

(a) Pursuant to the Revised Judicature Act, Public Act 154 of 1968, as amended (MCL 600.8395), a Parking Violations Bureau, for the purpose of handling alleged parking violations within the City of Ypsilanti, is hereby established. The Parking Violations Bureau will be under the supervision and control of the City Manager or the City Manager's designee.

(b) The City Manager or the City Manager's designee will, subject to the approval of the City Council, establish a convenient location for the Parking Violations Bureau, appoint qualified City employees to administer the Bureau and adopt rules and regulations for the operation thereof.

(c) Violations of parking restrictions constitute civil infractions which will be governed in accordance with the Motor Vehicle Code, Act No. 300 of the Public Acts of Michigan of 1949 (MCL 257.1 et seq.), as amended. A police officer or any other authorized person may issue "citations" or "parking violation notices" for violations of the City's ordinances involving the parking or standing of a motor vehicle, including those provisions set forth in the City Code and those adopted by reference in the Michigan Vehicle Code, 1949 PA 300, MCL 257.1 to 257.923, as amended, and the Uniform Traffic Code, as amended. A copy of the citation or

parking violation notice is not required to be served personally upon the respondent but may be served upon the registered owner by attaching the copy to the vehicle.

(d) If a parking violation notice is served on the respondent or attached to the vehicle, payment of the civil fine and costs may be to the Parking Violations Bureau. If an admission of responsibility is not made and the civil fine and costs, if any, prescribed by the for the violation are not paid at the Parking Violations Bureau, a citation may be filed with the District Court and a copy of the citation may be served by first-class mail upon the registered owner of the vehicle at the owner's last known address. The citation filed with the Court need not comply in all particulars with MCL 257.727c and MCL 257.743, but must consist of a sworn complaint containing the allegations stated in the parking violation notice and must fairly inform the respondent how to respond to the citation including the length of time in which the person to whom the same was issued must respond before the Court. Parking violation notices must indicate the address of the Bureau, the hours during which the Bureau is open, the amount of the penalty scheduled for the offense for which the ticket was issued and advise that a citation may be filed with the District Court if the person issued the parking violation notice fails to respond within the time limit.

(e) No violation may be settled at the Parking Violations Bureau except at the specific request of the alleged violator. No penalty for any violation will be accepted from any person who denies having committed the offense and in no case will the person who is in charge of the Bureau determine, or attempt to determine, the truth or falsity of any fact or matter relating to the alleged violation. However, the payment of the prescribed fines and costs without any denial or explanation will be deemed to be an admission of responsibility. No person is required to dispose of a parking violation at the Parking Violations Bureau, and all persons are entitled to have any violation processed before a court having jurisdiction thereof if they so desire. The unwillingness of any person to dispose of any violation at the Parking Violations Bureau will not prejudice him or her nor in any way diminish the rights, privileges and protection accorded to him or her by law.

(f) Contesting a parking violation notice. A person who receives a parking violation notice and denies responsibility or desires to plea responsible with an explanation must sign a statement that he or she wishes to contest the ticket, and include in the statement a copy of the parking violation notice, vehicle information including plate number, and owner information including current address to the Parking Violations Bureau. The Parking Violation Bureau will forward that request along with all other necessary paperwork to the District Court . The District Court will handle all contested cases.

(g) Request for relief from a parking violation notice. The City Manager or his or her designee is authorized to set up rules and procedures to grant relief from a parking violation notice where relief appears appropriate where the decision to grant relief does not include a determination of liability and the truth or falsity of any fact or matter relating to the alleged violation.



**Sec. 102-81. — ~~Parking violations.~~**

~~(a) — Violations of parking restrictions constitute civil infractions which shall be governed in accordance with the Motor Vehicle Code, Act No. 300 of the Public Acts of Michigan of 1949 (MCL 257.1 et seq.), as amended. Any person who receives a parking violation notice may accept responsibility by paying the specified fine at the traffic violations bureau, either in person, by mail or by depositing the fine in fine collection boxes. Acceptance of the fine so paid shall be deemed complete satisfaction of the violation. If the defendant fails to admit responsibility within five days of the parking violations notice, a fee as set by resolution of the city council shall be assessed, in addition to the fee specified in the schedule. If it is necessary to issue a citation to the defendant, an additional violation notice fee as set by resolution of the city council shall be assessed.~~

~~(b) — A person receiving a parking violation notice may deny responsibility or admit responsibility with explanation by appearing at the district court.~~

That Chapter 102 of the Code of Ordinances, City of Ypsilanti, Michigan, entitled “Traffic and Vehicles,” Article III "Stopping, Standing and Parking," Division 2, Section 102-82 "Schedule of violation fees" is hereby amended as follows:

**Sec. 102-82. - Schedule of violation fines and fees.**

The schedule of violation fines and fees if responsibility is admitted and the fee is paid within five days of the issuance of the for parking violation notices and citations is as set by resolution of the city council.

**Section 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, is for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment will not affect, 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 will 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 has 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.

**Section 3. Repeal.**

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

Section 4. Savings Clause.

The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or heretofore amended, shall remain in full force and effect. The repeal provided herein will 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.

Section 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.

Section 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 15th  
DAY OF September, 2015.

\_\_\_\_\_  
Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. 1256 was published according to Section 11.13 of the City Charter on the 16th day of September, 2015.

\_\_\_\_\_  
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 15th day of September, 2015.

\_\_\_\_\_  
Frances McMullan, City Clerk

Notice Published: August 12, 2015

First Reading: September 1, 2015

Second Reading: September 15, 2015

Published: September 16, 2015

Effective Date: October 15, 2015

# **ATTACHMENT 2**

## ADDENDUM TO AGREEMENT FOR SERVICES

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and \_\_\_\_\_, of \_\_\_\_\_, Michigan, referred to as "CONTRACTOR", a \_\_\_\_\_. (sole proprietor, corporation, partnership, etc.).

1. This Addendum is an addition and amendment to the primary Contract between the parties. In an event of a conflict between the language of this Addendum and the primary Contract, the language and terms of this Addendum shall take precedence.

2. Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

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

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

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

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

7. This Agreement shall be governed by and construed in accordance with the laws of Michigan.

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

9. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by

it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

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

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

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

12. Insurance.

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

b. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by

registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

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

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

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

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

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

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

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

|          |         |    |                                         |
|----------|---------|----|-----------------------------------------|
| YES ____ | NO ____ | 1) | Comprehensive General Liability         |
| YES ____ | NO ____ | 2) | Automobile Liability                    |
| YES ____ | NO ____ | 3) | Owners Contractors Protective Liability |

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

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

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

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

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

(3) Automobile Liability insurance with minimum limits of liability, per occurrence, of \$1 Million Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract

specifications. This insurance shall include for bodily injury and property damage the following coverages:

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

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

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

(5) Construction Insurance: The CONTRACTOR at his own cost and expense shall provide and maintain the applicable construction insurance until the Contract is accepted by the CITY and/or its designee. This coverage shall be written for 100% of the completed value covering the CITY as the insured, with a deductible of not more than \$1,000. The CONTRACTOR shall provide the original and duplicate policy to the CITY (unless the CITY shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

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

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

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

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

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

i. If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this



Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

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

13. Conflict of Interest. The CONTRACTOR covenants that the CONTRACTOR (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the CONTRACTOR shall, within 7 days of the existence of such conflict of interest, notify the CITY in writing of the existence and nature of the said conflict of interest.

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

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

16. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment based on a person's actual or perceived race, color, religion,

national origin, immigration status, sex, sexual orientation, gender identity, age, marital status, disability status, gender expression, familial status, education association, height, or weight (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Living Wage.

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

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

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

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

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

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

## 22. Minimum Wage.

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

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

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

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

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

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

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

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

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

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

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

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

29. Rights to Inventions Made Under a Contract or Agreement. If this is a contract for the performance of experimental, developmental, or research work, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR agrees to rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made

by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

IN WITNESS WHEREOF, the undersigned have set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR

CITY OF YPSILANTI

BY: \_\_\_\_\_

Print:

Its:

BY: \_\_\_\_\_

Darwin McClary

City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
JOHN M. BARR P-10475

Ypsilanti City Attorney



Resolution No. 2017-279  
November 28, 2017

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

The Ypsilanti City Council will hold Regular Meetings at 7:00 p.m. in the City Council Chambers, located at One South Huron Street, Ypsilanti, Michigan 48197, for the year 2018 on the following dates:

|             |              |
|-------------|--------------|
| January 9   | July 3       |
| January 23  | July 17      |
| February    | August 14    |
| February 20 | August 28    |
| March 6     | September 11 |
| March 20    | September 25 |
| April 3     | October 9    |
| April 17    | October 23   |
| May 1       | November 6   |
| May 15      | November 20  |
| June 5      | December 4   |
| June 19     | December 18  |

The City of Ypsilanti encourages persons with disabilities to participate and will provide necessary reasonable auxiliary aids and services, such as signed for the hearing impaired, Limited English Proficiency (LEP) services, and audios of printed materials being considered at the meeting to individuals with disabilities upon two (2) days notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling the following:

City Clerk's Office  
One South Huron Street  
Ypsilanti, Michigan 48197-5420  
(734) 483-1100

All persons are welcome to attend. Additional information may be obtained at the City Clerk's Office and written comments may be sent to the City Clerk's Office at the above listed address.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:



## REQUEST FOR LEGISLATION

November 28, 2017

**To:** Honorable Mayor and Ypsilanti City Council  
**From:** Darwin D. P. McClary, City Manager  
**Subject:** **FY 2018-19 BUDGET PREPARATION CALENDAR**

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### **SUMMARY & BACKGROUND:**

City council is being requested to adopt the FY 2018-19 Budget Calendar. The calendar outlines all of the major steps in the budget preparation and adoption process and provides a detailed framework and schedule for completing each task in the process. The schedule complies with the required processes and deadlines outlined in the city charter.

### **PREVIOUS COUNCIL ACTION:**

None

### **FINANCIAL IMPACT:**

None

### **RECOMMENDED ACTION:**

The City Manager recommends that the city council adopt the FY 2018-19 Budget Preparation Calendar as presented.

### **ATTACHMENTS:**

Proposed FY 2018-19 Budget Preparation Calendar

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**CITY MANAGER APPROVAL:** DDPM

**COUNCIL AGENDA DATE:** 11/28/2017

**CITY MANAGER COMMENTS:** Recommend adoption of the FY 2018-19 Budget Preparation Calendar as presented.

**FISCAL SERVICES DIRECTOR APPROVAL:** \_\_\_\_\_





Resolution No. 2017 - 280  
November 28, 2017

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, the City of Ypsilanti FY 2018-19 budget preparation process will commence in December 2017; and

WHEREAS, it is necessary to adopt a budget preparation schedule to assist in maintaining an appropriate schedule to ensure that all tasks related to the preparation and adoption of the budget are completed timely and in compliance with city charter and state law;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby adopt the FY 2018-19 Budget Preparation Calendar as prepared and presented by the City Manager.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE:



## FY 2018-19 BUDGET PREPARATION CALENDAR

| <u>DEADLINE</u>                    | <u>ACTION</u>                                                                                                                                | <u>RESPONSIBILITY</u>                     |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>November 28, 2017</b>           | Adopt FY 2018-19 budget preparation calendar                                                                                                 | City Council                              |
| <b>December 5, 2017</b>            | Schedule city council goal setting work sessions                                                                                             | City Council                              |
| <b>December 15, 2017</b>           | Distribute budget preparation instructions and forms to department heads                                                                     | Fiscal Services Director                  |
| <b>January 3 – 31, 2018</b>        | Conduct city council goal setting work sessions                                                                                              | City Council                              |
| <b>February 6, 2018</b>            | Adoption of resolution providing direction on budget priorities pursuant to Sec. 5.02 of the city charter                                    | City Council                              |
| <b>February 23, 2018</b>           | Submit preliminary property assessments to Fiscal Services Director                                                                          | Assessor                                  |
| <b>February 23, 2018</b>           | Submit departmental budget requests, fee schedules, CIP schedules, and supporting documentation to City Manager and Fiscal Services Director | Department Directors                      |
| <b>February 23, 2018</b>           | Submit preliminary General Fund revenue estimates to City Manager                                                                            | Fiscal Services Director                  |
| <b>February 26 – March 9, 2018</b> | Meet with department directors to review departmental budget requests                                                                        | City Manager and Fiscal Services Director |



## FY 2018-19 BUDGET PREPARATION CALENDAR

| <u>DEADLINE</u>                  | <u>ACTION</u>                                                                                                                             | <u>RESPONSIBILITY</u>                                    |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>March 23, 2018</b>            | Submit final Board of Review property assessment figures to Fiscal Services Director                                                      | Assessor                                                 |
| <b>March 20, 2018</b>            | Schedule city council budget work sessions                                                                                                | City Council                                             |
| <b>March 26 – March 30, 2018</b> | Meet with department directors to review necessary adjustments to departmental budget requests                                            | City Manager and Fiscal Services Director                |
| <b>March 26 – April 6, 2018</b>  | Prepare final proposed budget                                                                                                             | City Manager and Fiscal Services Director                |
| <b>April 3, 2018</b>             | Present proposed budget and Capital Improvement Plan to City Council; schedule budget and Truth-in-Taxation (if necessary) public hearing | City Manager, Fiscal Services Director, and City Council |
| <b>April 4 – May 14, 2018</b>    | Conduct city council budget work sessions                                                                                                 | City Council                                             |
| <b>April 4 – May 14, 2018</b>    | Prepare final proposed budget                                                                                                             | City Manager and Fiscal Services Director                |
| <b>April 5, 2018</b>             | File and make available copy of proposed budget at Office of the City Clerk                                                               | Fiscal Services Director and City Clerk                  |
| <b>April 5 – 12, 2018</b>        | Publish public notice of budget and Truth-in-Taxation public hearing (at least 15 days prior to public hearing)                           | City Clerk                                               |



## FY 2018-19 BUDGET PREPARATION CALENDAR

| <u>DEADLINE</u>          | <u>ACTION</u>                                                                                                       | <u>RESPONSIBILITY</u>                 |
|--------------------------|---------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>April 18, 2018</b>    | Planning Commission review and approval of Capital Improvement Program                                              | City Planner and Planning Commission  |
| <b>May 1, 2018</b>       | Hold public hearing on proposed budget and Truth-in-Taxation (if required)                                          | City Council                          |
| <b>May 15, 2018</b>      | Adopt Budget and Capital Improvement Plan pursuant to Sec. 5.05(c) of city charter                                  | City Council                          |
| <b>May 15, 2018</b>      | Introduce Budget, Capital Improvement Plan, and Tax Levy Ordinances                                                 | City Council                          |
| <b>May 15, 2018</b>      | Introduce annual comprehensive city fee schedule resolution                                                         | City Council                          |
| <b>June 5, 2018</b>      | Adopt Budget Appropriation, Capital Improvement Plan, and Tax Levy Ordinances pursuant to Sec. 5.06 of city charter | City Council                          |
| <b>June 5, 2018</b>      | Adopt annual comprehensive city fee schedule                                                                        | City Council                          |
| <b>June 6 – 13, 2018</b> | Certification of tax levy to Assessor/County Equalization                                                           | Fiscal Services Director and Assessor |
| <b>July 1, 2017</b>      | Budget takes effect                                                                                                 |                                       |



**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: jhealy@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: November 27, 2017

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: China Trip Investigation

SUMMARY/BACKGROUND

Attorney Ed Plato of the Plato Law Firm has requested City Council Subpoena power in his investigation of the China trip. A proposed resolution to authorize and a model subpoena are attached.

RECOMMENDED ACTION: Review and adoption of resolution to approve.

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DATE RECEIVED: \_\_\_\_\_ AGENDA ITEM NO. \_\_\_\_\_

CITY MANAGER COMMENTS:

FOR AGENDA OF: \_\_\_\_\_ FINANCE DIR. APPROVAL \_\_\_\_\_

COUNCIL ACTION TAKEN:



RESOLUTION NO. 2017-282  
November 28, 2017

**RESOLUTION TO DELEGATE SUBPOENA POWER TO THE PLATO LAW FIRM  
FOR INVESTIGATION OF THE TRIP TO CHINA  
BY CERTAIN CITY COUNCIL MEMBERS AND EMPLOYEES**

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

**Whereas**, the City Council has the authority to issue subpoenas, administer oaths, take testimony, and require the production of documents and other evidence pursuant to MCL 117.4j(3) and sections 2.06 and 2.07 of the Charter of the City of Ypsilanti; and

**Whereas**, the City Council has retained The Plato Law Firm to investigate the trip to China taken by Mayor Amanda Edmonds, Mayor pro-tem Nicole Brown, Police Chief Tony Deguisti, and Economic Development Director Beth Bernat in late-September through early-October 2017 ("the China trip"); and

**Wherefore, it is resolved that** the City Council hereby grants and delegates to The Plato Law Firm the City Council's power to issue subpoenas, administer oaths, take testimony, and require the production of documents and other evidence on the Council's behalf as part of its investigation of the China trip. The Plato Law Firm is also hereby directed and granted permission to use the attached subpoena form while investigating the China Trip on behalf of the City Council.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:

**SUBPOENA**  
**Order to Appear and/or Produce**

**IN RE the 2017 Trip to China by Mayor Edmonds,**  
**Mayor pro-tem Brown, Tony Dequisti, and Beth Bernat**

**In the Name of the City Council for the City of Ypsilanti, Michigan,**

TO:

*[insert witness name and address]*

**YOU ARE HEREBY ORDERED TO:**

- ☐ 1. Appear personally at the time and place stated below:

*[insert date and address]*

- ☐ 2. Testify under oath.

- ☐ 3. Produce or permit inspection or copying of the following items:

*[insert list of records requested]*

- ☐ 4. Other:

*[insert further directions/conditions]*

This subpoena is issued by Edward D. Plato of The Plato Law Firm, 30500 Northwestern Highway, Suite 425, Farmington Hills, MI 48334, (248) 855-6650, on behalf of the City Council for the City of Ypsilanti, pursuant to Resolution Number \_\_\_\_\_, MCL 117.4j(3), and sections 2.06 and 2.07 of the Charter of the City of Ypsilanti.

**FAILURE TO OBEY THE COMMANDS OF THIS SUBPOENA OR TO APPEAR AT THE STATED TIME AND PLACE MAY SUBJECT YOU TO MISDEMEANOR PROSECUTION PUNISHABLE BY A FINE AS PROVIDED BY STATE LAW OR LOCAL ORDINANCE.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Bar no.

**ACKNOWLEDGMENT OF SERVICE**

I acknowledge that I received service of the foregoing subpoena and required fees, if any,  
together with any attachments on:

Day: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_



**PROOF OF SERVICE**

The undersigned certifies that a copy of the foregoing subpoena, together with  
\_\_\_\_\_, was served by:

☐ Personal Service

☐ Registered or Certified Mail with Return Receipt

on:

*[insert witness name, address, and date]*

I declare under penalty of perjury that the statement above is true to the best of my  
knowledge, information and belief.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

State of Michigan, County of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



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

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

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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

**MEMORANDUM**

**TO:** Mayor Edmonds and Members of City Council

**FROM:** Dan DuChene, Assistant Ypsilanti City Attorney

**DATE:** November 22, 2017

**SUBJECT:** Community Benefits Ordinance

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Last month City Council held a discussion concerning the development of a community benefits ordinance ("CBO") for the City of Ypsilanti. During this discussion, City Council requested that staff provide some input on the development of such an ordinance and report back to City Council. Staff has reviewed and researched the matter and several meetings were held. I have been asked to provide a report for City Council to consider and offer further direction for the drafting of language.

As a reminder, the adopted CBO will provide a policy and procedure to implement a Community Benefits Agreement ("CBA") between the City and developers requesting public incentives for projects within the City. The basic structure provided by City Council at its last meeting was that a triggering event causes the formation of some ad-hoc group to engage the community with the developer to make recommendations to City Council for a CBA to approve and execute with the developer.

The first matter to consider is the triggering event, which the CBO should define. Along these lines, staff is recommending two scenarios. The first is the sale of a City-owned parcel of land below market value. Sales under the City's Property Disposition Policy, City rights of way, and properties less than a 1/4 acre would not be included in the definition under the CBO. The second scenario is the application for City-approved financial incentives. Such incentives would be cash or near-cash assistance provided on a discretionary basis to attract or retain business operation, principally encompassing tax and economic incentives provided by federal, state, or local governmental bodies. There are several such incentives available that may qualify under such a definition. One step that needs to be completed is a review of such incentives to determine which the City would have authority to condition on a CBA. This should be completed before an ordinance is proposed for consideration.

cc: City Manager

The triggering event under each of these scenarios is an incentive of at least \$10,000. In the case of the sale of City-owned land, the event would occur upon approval of a purchase agreement. In the case of other financial incentive, the event would occur upon application for City approval. Once a qualifying event occurs, an ad-hoc committee would be formed. Staff is suggesting this committee be made up of one member of City Council representing the ward where the development is proposed, a representative of the Sustainability Commission, a representative of the Planning Commission, a representative of the Housing Commission, and up to three members of the community to represent relevant interests.

Several scenarios were discussed with regard to this body. These include a standing board, an ad-hoc board, a standing committee, or an ad-hoc committee. One difference between a board and a committee is that Council would select all members of a board. However, the Charter prevents Councilmembers from serving on boards. Ad-hoc bodies would have their membership selected at the time of the triggering event; the standing body would have its representation chosen initially all at one time, then as terms expired or members resigned. An ad-hoc structure possibly provides more flexibility with Council selecting a new board for each potential CBA, but that may also cause a delay in the process due to selection of members and ensuring multiple interests are represented. A standing body enables better training and institutional knowledge. However, a standing body would also provide less flexibility and the board may go through long stretches of time without any items to discuss. As previously stated, the staff recommendation is for an ad-hoc committee.

At the time the committee is established, Council should also identify a staff liaison. The City Attorney's Office should also be available to advise and assist the committee. Upon the occurrence of a triggering event, the committee should be established and the first meeting to review the issue should be noticed to the public and held within a certain amount of time. The staff suggestion is 14 days. Council should consider the noticing requirements, particularly whether to require mailing notice to those within a certain distance from the proposed development. The developer should also be noticed and encouraged to attend and address the committee. There should be at least two meetings required, with the opportunity for staff and relevant agencies to review and report to the committee before the last meeting. Council should consider whether to require all departments, some particular departments, or not identify specific departments to review and report to the committee. Meetings of the committee would be subject to the Open Meetings Act and records subject to the Freedom of Information Act.

Both the committee and staff should be guided by a quadruple bottom line philosophy in considering terms of a CBA. This provides a means to measure the value of a proposed development, the requested incentives, and the community benefits provided by a project. This is expressed as people, planet, profit, and purpose. It should foster the navigation of important goals without compromising core values. It may be possible for staff to develop a tool to measure and quantify the various components of this philosophy with regard to each proposed development. Benefits discussed should reflect the scale of the development, impact of the development, and the development's financial impact.

Benefits discussed in a CBA may be addressed wholly by the developer in the project itself. However, benefits may also be financial contributions to the City or third-parties for particular use. For instance, a CBA may call for funding provided to the Housing Commission for the acquisition or construction of affordable housing in the community. The terms of the use of such funding should be limited by the terms of the CBA and third-party beneficiaries should be particularly identified in the CBA. In addition, these parties should be involved in the discussion and possibly be a party to the CBA. In another hypothetical, the CBA may require the development to include the installation of solar panels. Or, alternatively, the CBA may call for the developer to provide funding to the City for the installation of solar panels elsewhere in the community. Such limitations on this spending should be clearly identified in the CBA, as well as reported and monitored through the budget and accounting procedures. Finally, the committee should consider and recommend the enforceability of the terms of a CBA and remedies available for breach.

The CBO should provide for clear timelines with regard to making a recommendation to Council. Staff is proposing 45 days for the committee to meet as needed (no less than two meetings) and provide a recommendation. Before Council considers this recommendation, staff is suggesting that the developer be provided with 15 days to respond to the recommendation. From that point, Council should consider the recommendation and provide direction to staff to negotiate and draft a CBA with the developer for Council consideration in the normal course.

An additional matter the CBO and any CBA should consider is that the City of Ypsilanti is a certified Redevelopment Ready Community ("RRC"). This is a program that assists local municipalities in establishing a sound foundation for redevelopment and investment to occur in their communities. RRC program participants receive a comprehensive assessment measuring their community and economic development practices to the RRC best practice standards. The program measures and then certifies communities that integrate



transparency, predictability, and efficiency into their daily development practices. The RRC certification is a formal recognition that a community has a vision for the future and the fundamental practices in place to get there in a clear and consistent manner.

Finally, while potential incentives to developers that would trigger a CBA process should be identified in the CBO, any list should be non-exhaustive and any definition both broad enough to include those intended and exclude those that are either unintended or where the City would have no authority to require a CBA process. Likewise, any potential community benefits to include in a CBA identified in the CBO should be included in a non-exhaustive list. The CBO should also not limit the creativity in considering terms but not authorize terms that are unenforceable or outside the City's enforceability.

Upon direction from Council in this further discussion, staff will prepare and draft an ordinance for eventual Council consideration. However, in proceeding with putting specific language together and continued research, further Council direction may be necessary in order to provide guidance on policy.



## REQUEST FOR LEGISLATION

November 28, 2017

**To: Mayor and City Council**

**From: Darwin D. P. McClary, City Manager**

**Subject: Employee Share of Medical Insurance Costs for 2018**

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### Summary & Background:

Each year, the City is required to comply with the Michigan Public Act 152 of 2011, as amended, in regard to employer paid health care benefits for employees. The "Act" provides the City with three options to comply with the law.

**Option #1** – Take no action and comply with the Hard Cap Limits established by the state.

**Option #2** – By majority vote, approve a 20% cost sharing by the employees.

**Option #3** – By super majority 2/3 vote of Council, opt out of compliance with the act.

Labor agreements currently in place have approved to be governed by Public Act 152. The C.O.A.M. and P.O.A.M. unions have established set costs for employees that elect two-person (25% of premium) or family coverage (30% of premium), are hired after 07/01/12, and who have a base salary of over \$55,000.

The City has implemented Option #2 for 2017, and in previous years, which requires employees to contribute 20% of the cost of health insurance including medical insurance premiums, estimated self-funded medical WRAP expenses, estimated self-funded prescription costs, employer health savings account contributions, and related fees. The City is responsible for the remaining 80%. The costs of dental and vision coverage are not considered health care as part of the Act; only medical related expenses apply.

Administration is recommending that the city council take no action and comply with the Hard Cap Limits as established by the State of Michigan for 2018. This change is requested due to the city's anticipated change from the current Community Blue PPO health insurance program to the BCN HMO plan and because this option would be most cost effective to employees participating in the HMO plan.

**Recommended Action:** Take no action on compliance with PA 152 of 2011 for 2018, thereby requiring that the city automatically comply with the Hard Cap requirements under the Act.

**Attachments:** None

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**City Manager Approval: DDPM**

**Council Agenda Date: 11/1/16**

**City Manager Comments:** Take no action, thereby requiring compliance with the Hard Cap requirements of PA 152 of 2011.

**Fiscal Services Director Approval:** \_\_\_\_\_



## REQUEST FOR LEGISLATION

November 28, 2017

**To:** Honorable Mayor and Ypsilanti City Council

**From:** Darwin D. P. McClary, City Manager

**Subject:** **AMENDMENT TO CITY OF YPSILANTI EMPLOYEE HANDBOOK – HEALTH INSURANCE**

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### **SUMMARY & BACKGROUND:**

Open enrollment for health insurance benefits has commenced for all employees. Pursuant to previous discussions with city council to change health insurance benefit options for employees, city council will need to approve the new health insurance program for non-union employees from the current Blue Cross/Blue Shield Community Blue PPO to the Blue Care Network HMO with Health Savings Account. Employees would have the option to participate in a voluntary Blue Cross/Blue Shield Simply Blue PPO with Health Savings Account if the employee pays 100% of the premium cost difference from the HMO plan.

Attached are copies of the cost analyses that have been completed on the existing and new plans. HR Director Craigmile and I would be happy to answer your questions regarding the new plan.

### **PREVIOUS COUNCIL ACTION:**

None

### **FINANCIAL IMPACT:**

The cost savings for all employees to switch to the HMO plan would be \$282,018. However, due to collective bargaining, all employees may not switch to the new plan in 2018. Please refer to the attached cost analyses sheets for more information.

### **RECOMMENDED ACTION:**

To adopt the amendment to the City of Ypsilanti Employee Handbook changing the available health insurance plans for eligible non-union employees.

### **ATTACHMENTS:**

Health Care Cost Analyses Sheets

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**CITY MANAGER APPROVAL:** DDPM

**COUNCIL AGENDA DATE:** 11/28/2017

**CITY MANAGER COMMENTS:** Approve the amendment to the City of Ypsilanti Employee Handbook as presented.

**FISCAL SERVICES DIRECTOR APPROVAL:** \_\_\_\_\_





Resolution No. 2017 - 274  
November 28, 2017

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, the City of Ypsilanti provides health insurance plans for city employees; and

WHEREAS, the premium costs for the city's existing health insurance plan, Blue Cross/Blue Shield Community Blue PPO, are expected to increase by 32% on average for all employee for benefit plan year 2018; and

WHEREAS, the city cannot afford to remain in the current health insurance program and must begin transitioning employees to a more cost effective plan; and

WHEREAS, it is necessary to amend the City of Ypsilanti Employee Handbook to approve the switch to the city's new Blue Care Network HMO plan with Health Savings Account contribution by the city effective January 1, 2018;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby amending Section 3.16 – HEALTH INSURANCE – of the City of Ypsilanti Employee Handbook to add the following paragraph:

**"Effective January 1, 2018, all eligible current and future non-union employees shall participate in the Blue Care Network HMO health insurance plan with \$3,000/\$6,000 deductibles and a Health Savings Account into which the city shall contribute \$2,000/\$4,000 annually. Prescription drug coverage shall be provided through the plan with \$10/\$60/\$80 copays for generic, preferred, and non-preferred brands respectively. As an alternative, employees may opt to participate in the Blue Cross/Blue Shield Simply Blue PPO plan with the employee to pay 100% of the difference in cost from the HMO plan. The complete details of both plans shall be outlined in the benefits summary booklets available through the Human Resources Department."**

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE:

**HMO Medical Insurance**  
**Benefit and cost analysis**

*All Emps*

|                        | Community Blue PPO HRA \$4,000           |                       | BCN HMO HSA \$3,000 / 0%                      |                       |
|------------------------|------------------------------------------|-----------------------|-----------------------------------------------|-----------------------|
|                        | <i>In-Network</i>                        | <i>Out-of-Network</i> | <i>In-Network</i>                             | <i>Out-of-Network</i> |
| Deductible             | \$4,000 / \$8,000                        | \$5,000 / \$10,000    | \$3,000 / \$6,000                             | Not covered           |
| Coinsurance            | 80% / 20%                                | 60% / 40%             | 100%                                          | Not covered           |
| Coinsurance maximum    | N / A                                    | N / A                 | N / A                                         | Not covered           |
| Total OOP maximum      | \$6,350 / \$12,700                       | \$10,000 / \$20,000   | \$6,350 / \$12,700                            | Not covered           |
|                        | <i>Benefit Description</i>               |                       | <i>Benefit Description</i>                    |                       |
| PCP / specialist OV    | \$30 / \$30                              |                       | 100% after deductible                         |                       |
| Chiropractic           | Covered - 100%                           |                       | 100% after deductible                         |                       |
| ER / urgent care       | \$50 / \$30                              |                       | 100% after deductible                         |                       |
| High-tech imaging      | 80% / 20% after deductible               |                       | 100% after deductible                         |                       |
| Prescription drug      | EHIM Self-funded (\$500/\$1,000 OOP max) |                       | BCN Fully-Insured                             |                       |
| Generic                | \$10                                     |                       | \$10 after deductible / \$30 after deductible |                       |
| Preferred brand        | \$20 (\$30 COAM)                         |                       | \$60 after deductible                         |                       |
| NonPreferred brand     | \$20 (\$30 COAM)                         |                       | \$80 after deductible                         |                       |
| Preferred specialty    | \$20 (\$30 COAM)                         |                       | 80% / 20% (\$200 max) after deductible        |                       |
| NonPreferred specialty | \$20 (\$30 COAM)                         |                       | 80% / 20% (\$300 max) after deductible        |                       |
| Mail order             | 2 times copay                            |                       | 3 times copay minus \$10 after deductible     |                       |
|                        | <i>Additional Information</i>            |                       | <i>Additional Information</i>                 |                       |
| Plan riders            | Combined Med/Rx OOP: \$6,900 / \$13,800  |                       | Embedded deductible                           |                       |
| Provider network       | BCBSM PPO                                |                       | BCN HMO                                       |                       |

Rates **DO** include ACA Taxes & Fees

|                                         |    | Current Rates  | Renewal Rates  | Proposed 2017 | Proposed 2018 |
|-----------------------------------------|----|----------------|----------------|---------------|---------------|
| One Person                              | 17 | \$399.22       | \$518.62       | \$312.85      | \$396.60      |
| Two Person                              | 13 | \$958.13       | \$1,244.70     | \$750.84      | \$951.84      |
| Family                                  | 30 | \$1,197.67     | \$1,555.88     | \$938.55      | \$1,189.80    |
| Total Monthly Premium                   |    | \$55,172.53    | \$71,674.04    | \$43,235.87   | \$54,810.12   |
| Total Rx Costs                          |    | \$227,615.00   | \$241,271.90   |               |               |
| Total HRA Costs                         |    | \$123,155.91   | \$133,683.50   |               |               |
| Total Annual Premium                    |    | \$1,012,841.27 | \$1,235,043.88 | \$518,830.44  | \$657,721.44  |
| Annual Dollar Change from Current Plan  |    |                | \$222,202.61   | -\$494,010.83 | -\$355,119.83 |
| Annual Percent Change from Current Plan |    |                | 21.94%         | -48.77%       | -35.06%       |



**PPO Medical Insurance**  
Benefit and cost analysis

\* Option to roll up

|                        | Community Blue PPO HRA \$4,000           |                       | Simply Blue PPO HSA \$3,000 / 0%         |                       |
|------------------------|------------------------------------------|-----------------------|------------------------------------------|-----------------------|
|                        | <i>In-Network</i>                        | <i>Out-of-Network</i> | <i>In-Network</i>                        | <i>Out-of-Network</i> |
| Deductible             | \$4,000 / \$8,000                        | \$5,000 / \$10,000    | \$3,000 / \$6,000                        | \$6,000 / \$12,000    |
| Coinsurance            | 80% / 20%                                | 60% / 40%             | 100%                                     | 80% / 20%             |
| Coinsurance maximum    | N / A                                    | N / A                 | N / A                                    | N / A                 |
| Total OOP maximum      | \$6,350 / \$12,700                       | \$10,000 / \$20,000   | \$4,000 / \$8,000                        | \$8,000 / \$16,000    |
|                        | <i>Benefit Description</i>               |                       | <i>Benefit Description</i>               |                       |
| PCP / specialist OV    | \$30 / \$30                              |                       | 100% after deductible                    |                       |
| Chiropractic           | Covered - 100%                           |                       | 100% after deductible                    |                       |
| ER / urgent care       | \$50 / \$30                              |                       | 100% after deductible                    |                       |
| High-tech imaging      | 80% / 20% after deductible               |                       | 100% after deductible                    |                       |
| Prescription drug      | EHIM Self-funded (\$500/\$1,000 OOP max) |                       | BCBSM Fully-Insured                      |                       |
| Generic                | \$10                                     |                       | \$10 after deductible                    |                       |
| Preferred brand        | \$20 (\$30 COAM)                         |                       | \$40 after deductible                    |                       |
| NonPreferred brand     | \$20 (\$30 COAM)                         |                       | \$80 after deductible                    |                       |
| Preferred specialty    | \$20 (\$30 COAM)                         |                       | \$80 max after deductible                |                       |
| NonPreferred specialty | \$20 (\$30 COAM)                         |                       | \$80 max after deductible                |                       |
| Mail order             | 2 times copay                            |                       | \$20 / \$80 / \$160 after deductible     |                       |
|                        | <i>Additional Information</i>            |                       | <i>Additional Information</i>            |                       |
| Plan riders            | Combined Med/Rx OOP: \$6,900 / \$13,800  |                       | Embedded deductible, \$500 preventive Rx |                       |
| Provider network       | BCBSM PPO                                |                       | BCBSM PPO                                |                       |

Rates **DO** include ACA Taxes & Fees

|                                         |    | Current Rates  | Renewal Rates  | Proposed 2017 | Proposed 2018 |
|-----------------------------------------|----|----------------|----------------|---------------|---------------|
| One Person                              | 17 | \$399.22       | \$518.62       | \$419.61      | \$552.65      |
| Two Person                              | 13 | \$958.13       | \$1,244.70     | \$1,007.07    | \$1,326.36    |
| Family                                  | 30 | \$1,197.67     | \$1,555.88     | \$1,258.84    | \$1,657.96    |
| Total Monthly Premium                   |    | \$55,172.53    | \$71,674.04    | \$57,990.48   | \$76,376.53   |
| Total Rx Costs                          |    | \$227,615.00   | \$241,271.90   |               |               |
| Total HRA Costs                         |    | \$123,155.91   | \$133,683.50   |               |               |
| Total Annual Premium                    |    | \$1,012,841.27 | \$1,235,043.88 | \$695,885.76  | \$916,518.36  |
| Annual Dollar Change from Current Plan  |    |                | \$222,202.61   | -\$316,955.51 | -\$96,322.91  |
| Annual Percent Change from Current Plan |    |                | 21.94%         | -31.29%       | -9.51%        |

**Community Blue PPO HRA \$4,000**

BCBSM Group 007006087-0000; 0001; 0003; 0004

|            |  | Annual      | 80 / 20 - Monthly | Hard Cap - Monthly |
|------------|--|-------------|-------------------|--------------------|
| One Person |  | \$12,573.44 | \$209.56          | \$501.08           |
| Two Person |  | \$27,636.40 | \$460.61          | \$1,159.69         |
| Family     |  | \$31,370.56 | \$522.84          | \$1,123.18         |

Rates **DO** include ACA Taxes & Fees

**Simply Blue PPO HSA \$2,000 / 0%**

BCBSM Group 007006087-0018

|            |  | Annual      | 80 / 20 - Monthly | Hard Cap - Monthly |
|------------|--|-------------|-------------------|--------------------|
| One Person |  | \$9,172.76  | \$152.88          | \$217.69           |
| Two Person |  | \$21,214.60 | \$353.58          | \$624.54           |
| Family     |  | \$25,518.16 | \$425.30          | \$635.48           |

Rates **DO** include ACA Taxes & Fees

**BCN HMO HSA \$3,000 / 0%**

New Group & Suffix

|            |  | Annual      | 80 / 20 - Monthly | Hard Cap - Monthly |
|------------|--|-------------|-------------------|--------------------|
| One Person |  | \$6,759.20  | \$112.65          | \$16.56            |
| Two Person |  | \$15,422.08 | \$257.03          | \$141.83           |
| Family     |  | \$18,277.60 | \$304.63          | \$32.10            |





|                                            |
|--------------------------------------------|
| Non Union Medical Insurance Rates 1/1/2018 |
|--------------------------------------------|

| Community Blue PPO HRA 4,000 |             | No Longer Available to Non Union |                  |  |
|------------------------------|-------------|----------------------------------|------------------|--|
|                              | Annual      | 80/20-Monthly                    | Hard Cap-Monthly |  |
| One Person                   | \$12,573.44 | 209.56                           | 501.08           |  |
| Two Person                   | \$27,636.40 | 460.61                           | 1,159.69         |  |
| Family                       | \$31,370.56 | 522.84                           | 1,123.18         |  |

| BCN HMO HSA 3,000/0% |             | Non Union 1/1/2018 effective date |                  |  |
|----------------------|-------------|-----------------------------------|------------------|--|
|                      | Annual      | 80/20-Monthly                     | Hard Cap-Monthly |  |
| One Person           | \$6,759.20  | \$112.65                          | \$16.56          |  |
| Two Person           | \$15,422.08 | \$257.03                          | \$141.83         |  |
| Family               | \$18,277.60 | \$304.63                          | \$32.10          |  |

| Simply Blue PPO HSA 2,000/0% |             | Buy Up Plan Option 1/1/2018 effective date |                  |  |
|------------------------------|-------------|--------------------------------------------|------------------|--|
|                              | Annual      | 80/20-Monthly                              | Hard Cap-Monthly |  |
| One Person                   | \$9,172.76  | \$354.01                                   | \$418.82         |  |
| Two Person                   | \$21,214.60 | \$836.29                                   | \$1,107.25       |  |
| Family                       | \$25,518.16 | \$1,028.68                                 | \$1,238.86       |  |

|                 |                  |
|-----------------|------------------|
| Dental-Assurant | No Employee Cost |
| Vision-MECA     | \$5.06           |

Medical Insurance Rates 1/1/2018



| Community Blue PPO HRA 4,000 |  | POAM/COAM Rates Hired on or After 7/1/2012 With Wages At Or Over 55,000 |               |                  |
|------------------------------|--|-------------------------------------------------------------------------|---------------|------------------|
|                              |  | Annual                                                                  | 80/20-Monthly | Hard Cap-Monthly |
| One Person                   |  | \$12,573.44                                                             | 209.56        | 501.08           |
| Two Person                   |  | \$27,636.40                                                             | 522.84        | 1,159.69         |
| Family                       |  | \$31,370.56                                                             | 678.43        | 1,123.18         |

| Community Blue PPO HRA 4,000 |  | Police, Fire, and AFSCME* Rates |               |                  |
|------------------------------|--|---------------------------------|---------------|------------------|
|                              |  | Annual                          | 80/20-Monthly | Hard Cap-Monthly |
| One Person                   |  | \$12,573.44                     | 209.56        | 501.08           |
| Two Person                   |  | \$27,636.40                     | 460.61        | 1,159.69         |
| Family                       |  | \$31,370.56                     | 522.84        | 1,123.18         |

\*AFSCME is required to pay entire rate increase for new year; not reflected in chart

| BCN HMO HSA 3,000/0% |  | Non Union   |               |                  |
|----------------------|--|-------------|---------------|------------------|
|                      |  | Annual      | 80/20-Monthly | Hard Cap-Monthly |
| One Person           |  | \$6,759.20  | 112.65        | 16.56            |
| Two Person           |  | \$15,422.08 | 257.03        | 141.83           |
| Family               |  | \$18,277.60 | 304.63        | 32.10            |

| BCN HMO HSA 3,000/0% |  | POAM/COAM Rates Hired on or After 7/1/2011 With Wages At Or Over 55,000 |               |                  |
|----------------------|--|-------------------------------------------------------------------------|---------------|------------------|
|                      |  | Annual                                                                  | 80/20-Monthly | Hard Cap-Monthly |
| One Person           |  | \$6,759.20                                                              | \$112.65      | \$304.62         |
| Two Person           |  | \$15,422.08                                                             | \$304.62      | \$423.61         |
| Family               |  | \$18,277.60                                                             | \$423.61      | \$151.08         |

| Simply Blue PPO HSA 2,000/0%-Buy Up Plan |  | Non Union   |               |                  |
|------------------------------------------|--|-------------|---------------|------------------|
|                                          |  | Annual      | 80/20-Monthly | Hard Cap-Monthly |
| One Person                               |  | \$9,172.76  | \$354.01      | \$418.82         |
| Two Person                               |  | \$21,214.60 | \$836.29      | \$1,107.25       |
| Family                                   |  | \$25,518.16 | \$1,028.68    | \$1,238.86       |

| Simply Blue PPO HSA 2,000/0%-Buy Up Plan |  | POAM/COAM Rates Hired on or After 7/1/2011 With Wages At Or Over 55,000 |               |                  |
|------------------------------------------|--|-------------------------------------------------------------------------|---------------|------------------|
|                                          |  | Annual                                                                  | 80/20-Monthly | Hard Cap-Monthly |
| One Person                               |  | \$9,172.76                                                              | \$354.01      | \$418.82         |
| Two Person                               |  | \$21,214.60                                                             | \$902.61      | \$1,173.57       |
| Family                                   |  | \$25,518.16                                                             | \$1,194.48    | \$1,404.66       |

|                 | 20%              | 25%              | 30%              |
|-----------------|------------------|------------------|------------------|
| Dental-Assurant | No Employee Cost | No Employee Cost | No Employee Cost |
| Vision-MECA     | \$5.06           | 11.93            | 11.93            |

# CY 2017 HEALTH CARE COSTS

| ACTIVE MEMBERS AS OF 11/15/17                         |                        | HEALTHCARE PLAN |          |            |            |            | TOTAL      |  |  |  |
|-------------------------------------------------------|------------------------|-----------------|----------|------------|------------|------------|------------|--|--|--|
| BARGAINING UNIT                                       | HEALTHCARE PLAN        | GROUP           | DIVISION | SINGE      | 2-PERSON   | FAMILY     |            |  |  |  |
| AFSCME                                                | BCBS COMM. BLUE        | 7006087         | 0003     | 4          | 5          | 6          | 15         |  |  |  |
| IAFF                                                  | BCBS COMM. BLUE        | 7006087         | 0000     | 3          | 1          | 8          | 12         |  |  |  |
| POAM                                                  | BCBS COMM. BLUE        | 7006087         | 0001     | 3          | 3          | 5          | 11         |  |  |  |
| COAM                                                  | BCBS COMM. BLUE        | 7006087         | 0001     | 5          | 4          | 5          | 5          |  |  |  |
| NON-UNION                                             | BCBS COMM. BLUE        | 7006087         | 0004     | 11         | 8          | 23         | 42         |  |  |  |
| MIXED GROUP                                           | SIMPLY BLUE HSA \$2/\$ | 7006087         | 0003     | 3          | 1          | 4          | 8          |  |  |  |
| TOTAL MEMBERS                                         |                        |                 |          | 18         | 14         | 33         | 65         |  |  |  |
| BCBS COMMUNITY BLUE                                   |                        |                 |          | 399.22     | 958.13     | 1,197.67   |            |  |  |  |
| EHIM RX                                               |                        |                 |          | 139.51     | 334.83     | 418.53     |            |  |  |  |
| EHIM WRAP                                             |                        |                 |          | 62.86      | 171.78     | 214.73     |            |  |  |  |
| EHIM FEE                                              |                        |                 |          | 20.50      | 20.50      | 20.50      |            |  |  |  |
| TOTAL BCBC COM BLUE MONTHLY RATE                      |                        |                 |          | 622.09     | 1,485.24   | 1,851.43   |            |  |  |  |
| BCBS SIMPLY BLUE (HSA)                                |                        |                 |          | 452.70     | 1,086.48   | 1,358.09   |            |  |  |  |
| MONTHLY PREMIUMS BCBS COMMUNITY BLUE                  |                        |                 |          | 6,842.99   | 11,881.92  | 42,582.89  | 61,307.80  |  |  |  |
| MONTHLY PREMIUMS BCBS SIMPLY BLUE HSA \$1,250/\$3,250 |                        |                 |          | 1,358.10   | 1,086.48   | 5,432.36   | 7,876.94   |  |  |  |
| TOTAL MONTHLY PREMIUM                                 |                        |                 |          | 8,201.09   | 12,968.40  | 48,015.25  | 69,184.74  |  |  |  |
| ANNUAL HEALTH CARE COST CY 2017                       |                        |                 |          | 12.00      | 12.00      | 12.00      | 12.00      |  |  |  |
| BCBS SIMPLY BLUE HSA \$1,250/\$3,250                  |                        |                 |          | 98,413.08  | 155,620.80 | 576,183.00 | 830,216.88 |  |  |  |
| TOTAL HEALTH CARE COST INCL. HSA CY 2017              |                        |                 |          | 3,750.00   | 3,250.00   | 13,000.00  | 20,000.00  |  |  |  |
|                                                       |                        |                 |          | 102,163.08 | 158,870.80 | 589,183.00 | 850,216.88 |  |  |  |

# CY 2018 HEALTH CARE COSTS-PPO

| ACTIVE MEMBERS AS OF 11/15/17             |  | HEALTHCARE PLAN        | GROUP   | DIVISION | SINGE      | 2-PERSON   | FAMILY     | TOTAL        |
|-------------------------------------------|--|------------------------|---------|----------|------------|------------|------------|--------------|
| BARGAINING UNIT                           |  |                        |         |          |            |            |            |              |
| AFSCME                                    |  | BCBS COMM. BLUE        | 7006087 | 0003     | 4          | 5          | 6          | 15           |
| IAFF                                      |  | BCBS COMM. BLUE        | 7006087 | 0000     | 3          | 1          | 8          | 12           |
| POAM                                      |  | BCBS COMM. BLUE        | 7006087 | 0001     | 3          | 3          | 5          | 11           |
| COAM                                      |  | BCBS COMM. BLUE        | 7006087 | 0001     | 5          | 4          | 5          | 5            |
| NON-UNION                                 |  | BCBS COMM. BLUE        | 7006087 | 0004     | 11         | 8          | 23         | 42           |
| MIXED GROUP                               |  | SIMPLY BLUE HSA \$2/\$ | 7006087 | 0003     | 3          | 1          | 4          | 8            |
| TOTAL MEMBERS                             |  |                        |         |          | 18         | 14         | 33         | 65           |
| BCN HMO HAS \$3000/\$6000                 |  |                        |         |          |            |            |            |              |
| MONTHLY PREMIUMS                          |  |                        |         |          |            |            |            |              |
|                                           |  |                        |         |          | 552.65     | 1,326.36   | 1,657.96   |              |
|                                           |  |                        |         |          | 9,947.70   | 18,569.04  | 54,712.68  | 83,229.42    |
|                                           |  |                        |         |          | 12.00      | 12.00      | 12.00      |              |
| ANNUAL PREMIUMS CY 2018                   |  |                        |         |          |            |            |            |              |
|                                           |  |                        |         |          | 119,372.40 | 222,828.48 | 656,552.16 | 998,753.04   |
| HEALTH SAVINGS ACCOUNT (HSA) \$2,000/4000 |  |                        |         |          |            |            |            |              |
|                                           |  |                        |         |          | 36,000.00  | 56,000.00  | 132,000.00 | 224,000.00   |
| TOTAL HEALTH CARE COST INCL. HSA CY 2018  |  |                        |         |          |            |            |            |              |
|                                           |  |                        |         |          | 155,372.40 | 278,828.48 | 788,552.16 | 1,222,753.04 |
| TOTAL HEALTH CARE COST INCL. HSA CY 2017  |  |                        |         |          |            |            |            |              |
|                                           |  |                        |         |          | 102,163.08 | 158,870.80 | 589,183.00 | 850,216.88   |
| HEALTH CARE COST INCREASE (DECREASE)      |  |                        |         |          |            |            |            |              |
|                                           |  |                        |         |          | 53,209.32  | 119,957.68 | 199,369.16 | 372,536.16   |
| HEALTH CARE COST INCREASE (DECREASE) IN % |  |                        |         |          |            |            |            |              |
|                                           |  |                        |         |          | 52.08%     | 75.51%     | 33.84%     | 43.82%       |



# CY 2018 HEALTH CARE COSTS-HMO

ACTIVE MEMBERS AS OF 11/15/17

| BARGAINING UNIT                           | HEALTHCARE PLAN        | GROUP   | DIVISION | SINGE             | 2-PERSON          | FAMILY            | TOTAL             |
|-------------------------------------------|------------------------|---------|----------|-------------------|-------------------|-------------------|-------------------|
| AFSCME                                    | BCBS COMM. BLUE        | 7006087 | 0003     | 4                 | 5                 | 6                 | 15                |
| IAFF                                      | BCBS COMM. BLUE        | 7006087 | 0000     | 3                 | 1                 | 8                 | 12                |
| POAM                                      | BCBS COMM. BLUE        | 7006087 | 0001     | 3                 | 3                 | 5                 | 11                |
| COAM                                      | BCBS COMM. BLUE        | 7006087 | 0001     |                   |                   | 5                 | 5                 |
| NON-UNION                                 | BCBS COMM. BLUE        | 7006087 | 0004     | 5                 | 4                 | 5                 | 14                |
|                                           |                        |         |          | 11                | 8                 | 23                | 42                |
| MIXED GROUP                               | SIMPLY BLUE HSA \$2/\$ | 7006087 | 0003     | 3                 | 1                 | 4                 | 8                 |
| TOTAL MEMBERS                             |                        |         |          | <b>18</b>         | <b>14</b>         | <b>33</b>         | <b>65</b>         |
| BCN HMO HAS \$3000/\$6000                 |                        |         |          | 396.60            | 951.84            | 1,189.80          |                   |
| MONTHLY PREMIUMS                          |                        |         |          | 7,138.80          | 13,325.76         | 39,263.40         | 59,727.96         |
|                                           |                        |         |          | 12.00             | 12.00             | 12.00             |                   |
| ANNUAL PREMIUMS CY 2018                   |                        |         |          | 85,665.60         | 159,909.12        | 471,160.80        | 716,735.52        |
| HEALTH SAVINGS ACCOUNT (HSA) \$2,000/4000 |                        |         |          | 36,000.00         | 56,000.00         | 132,000.00        | 224,000.00        |
| TOTAL HEALTH CARE COST INCL. HSA CY 2018  |                        |         |          | <b>121,665.60</b> | <b>215,909.12</b> | <b>603,160.80</b> | <b>940,735.52</b> |
| TOTAL HEALTH CARE COST INCL. HSA CY 2017  |                        |         |          | 102,163.08        | 158,870.80        | 589,183.00        | 850,216.88        |
| HEALTH CARE COST INCREASE (DECREASE)      |                        |         |          | 19,502.52         | 57,038.32         | 13,977.80         | 90,518.64         |
| HEALTH CARE COST INCREASE (DECREASE) IN % |                        |         |          | 19.09%            | 35.90%            | 2.37%             | 10.65%            |

ACTIVE MEMBERS AS OF 11/15/17

| BARGAINING UNIT | HEALTHCARE PLAN        | GROUP   | DIVISION | SINGE | 2-PERSON | FAMILY | TOTAL |
|-----------------|------------------------|---------|----------|-------|----------|--------|-------|
| AFSCME          | BCBS COMM. BLUE        | 7006087 | 0003     | 4     | 5        | 6      | 15    |
| IAFF            | BCBS COMM. BLUE        | 7006087 | 0000     | 3     | 1        | 8      | 12    |
| POAM            | BCBS COMM. BLUE        | 7006087 | 0001     | 3     | 3        | 5      | 11    |
| COAM            | BCBS COMM. BLUE        | 7006087 | 0001     |       |          | 5      | 5     |
| NON-UNION       | BCBS COMM. BLUE        | 7006087 | 0004     | 5     | 4        | 5      | 14    |
|                 |                        |         |          | 11    | 8        | 23     | 42    |
| MIXED GROUP     | SIMPLY BLUE HSA \$2/\$ | 7006087 | 0003     | 3     | 1        | 4      | 8     |
| TOTAL           |                        |         |          | 18    | 14       | 33     | 65    |

F:\USER\FINANCE\PA 152\[PA 152 CY 2018 COMPLIANCE.xlsx]MEMBERS

**Print****Citizen Advisory Boards and Commissions Participation Resume - Submission #306****Date Submitted: 8/25/2017**

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

**Name\***

Sam Stroud

**Email Address\***

sistrout@wccnet.edu

**Address**

210 Oak St.

**City**

Ypsilanti

**State**

MI

**Zip Code**

48198

**Phone Number\***

734-474-5132

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

16

**Ward You Live In**

Ward 3

**Education**

Currently entering 11th grade

**Occupation**

N/A

**Employer**

N/A

**Are you applying for youth membership?**

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

☒ Yes☐ No**I would like to be considered and could devote sufficient time to serve on the following board or commission:**

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

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

I feel very passionate about sustainability and implementing it into the town to help the community.

**Work/volunteer experience related to the board or commission:**

I currently volunteer at Growing Hope and at both my middle school (Ann Arbor Learning Community) and my high school (Washtenaw Technical Middle College) sustainability was heavily incorporated into the curriculum. When I was in middle school, I would annually go to Bioneers in Detroit where we would take short "classes" that related to sustainability to environmentalism (i.e. pollution from factories, biofuels, uses of corn, etc) with other classmates as a part of an elective program there.

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

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

☒ Yes

**Print****Citizen Advisory Boards and Commissions Participation Resume - Submission #294****Date Submitted: 7/18/2017**

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

**Name\***

Devika Dibya Choudhuri

**Email Address\***

dibychoudhuri@gmail.com

**Address**

2116 Roosevelt

**City**

Ypsilanti

**State**

Michigan

**Zip Code**

48197

**Phone Number\***

7343370906

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

14

**Ward You Live In****Education**

MS in Counseling; PhD in Counselor Education and Supervision

**Occupation**

Professor; Licensed Professional Counselor

**Employer**

Eastern Michigan University

**Are you applying for youth membership?**

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

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

My area of study is multicultural counseling and I have devoted my professional life to addressing issues of diversity, equity, and inclusion. I am deeply interested in social justice and in promoting community that values and comes together over diversity rather than seeing it as problematic and divisive.

**Work/volunteer experience related to the board or commission:**

Licensed Professional Counselor in Michigan since 2001. Currently Vice-Chair of President's Commission on Diversity and Inclusion at EMU. Served on the Board of Directors of the National Board of Certified Counselors (NBCC), an international accrediting agency for six years and was Chair of the Board. Served on the Minority Fellowship Program Doctoral Advisory Council, a federally funded grants program to increase minority scholars in counseling nationally. I serve as an Editorial Reviewer for the APA Journal Cultural Diversity and Ethnic Minority Psychology since 2005, and served on the Editorial board of Journal of Multicultural Counseling & Development as well as the Journal of LGBT Issues

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

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

☒ Yes



**Print****Citizen Advisory Boards and Commissions Participation Resume - Submission #323****Date Submitted: 11/28/2017**

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

**Name\***

Anne Brown

**Email Address\***

aasbrown@gmail.com

**Address**

2125 Collegewood

**City**

Ypsilanti

**State**

MI

**Zip Code**

48197

**Phone Number\***

734-218-4257

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

40 years

**Ward You Live In**

Ward 2

**Education**

College

**Occupation**

Public Administration

**Employer**

Sustainable Strategies Consulting

**Are you applying for youth membership?**

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

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

I have served the City of Ypsilanti in several capacities and believe my abilities and passion for improving our water front, increasing economic impact and to include community driven needs will assist the HRWC in working with the City on our desire to improve river access.

**Work/volunteer experience related to the board or commission:**

My volunteer experience includes currently serving on the SEMCOG Water Resource Task Force that produced the Policies and Strategies for the regions blue economy, invasive species, infrastructure and drinking water. As former chair of the Ypsi Parks and Rec Commission, I initiated memberships in both the Michigan and National Parks and Rec Associations and founded the Friends of Peninsular Park. In 2017, I am one of 7 co-founders of the Diversity and Inclusion Task Force for mParks. My experience with HRWC includes working with D' Real Graham and HRWC to host the first Huron River Day, Team Lead for Ypsi Trail Town and have worked as a volunteer for the last four years at their signature event "Suds on the River".

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

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

☒ Yes



Resolution No. 2017-281  
November 28, 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:



(Revised 11/28/17)

**CITY OF YPSILANTI  
REGULAR COUNCIL MEETING  
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.  
YPSILANTI, MI 48197  
TUESDAY, NOVEMBER 28, 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 –**

- Affirmatively Furthering Fair Housing Report – Teresa Gillotti, Housing and Community Infrastructure Manager
- Employee Benefits Contributions – Rebecca Craigmile, HR Manager
- Roadside Marijuana Testing – Tony DeGuisti, Police Chief
- Police Recruiting – Tony DeGuisti, Police Chief

**VIII. AUDIENCE PARTICIPATION –**

**IX. REMARKS BY THE MAYOR –**

**X. PUBLIC HEARINGS -**

1. Approving a request for a new Class C License with a Dance/Entertainment permit for Harmony Lane, LLC located at 17 N. Washington.
  - A. Resolution No. 2017-264, determination.
  - B. Open public hearing.
  - C. Resolution No. 2017-265, close public hearing.

**XI. CONSENT AGENDA –**

*Resolution No. 2017-266*

1. Resolution No. 2017-267, approving Ordinance 1296, an ordinance to amend Ypsilanti City Code Chapter 6, "Alcoholic Liquor" to be consistent with State Law and setting forth the penalties.  
**(Second Reading)**

2. Resolution No. 2017-268, approving Ordinance 1297, 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". ***(Second Reading)***
3. Resolution No. 2017-269, approving Ordinance 1298, an ordinance to amend Chapter 7, "Medical Marijuana" of the Ypsilanti City Code. ***(Second Reading)***
4. Resolution No. 2017-270, approving the minutes of November 13<sup>th</sup> and November 14<sup>th</sup>, 2017.
5. Resolution No. 2017-271, authorizing the Finance Department to proceed in processing payments to cover the Ypsilanti Fire Department's YFD Engine-3 equipment damages.
6. Resolution No. 2017-272, approving purchase of two (2) 2018 Ford Police Interceptors.

## **XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –**

1. Resolution No. 2017-276, approving an extension to the purchase agreement for 400 N. River (Thompson Block).
2. Resolution No. 2017-277, directing staff to install speed bumps on Ferris Street between W. Ainsworth and S. Hamilton.
3. Resolution No. 2017-278, approving Request for Proposal (RFP) for parking support and infrastructure.
4. Resolution No. 2017-279, approving proposed 2018 Council meeting schedule.
5. Resolution No. 2017-280, approving FY 2018-19 Budget Preparation Calendar.
6. Resolution No. 2017-282, granting The Plato Law Firm City Council's power to issue subpoenas, administer oaths, take testimony, and require production of documents and other evidence as part of the investigation of the China trip.
7. Discussion - Community Benefits Ordinance.
8. Discussion regarding the allocation of funds that will be created by the Washtenaw County Community Mental Health and Public Safety Preservation millage approved during the November 7<sup>th</sup> Special Election. **(Added)**

## **XIII. LIAISON REPORTS –**

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Eastern Washtenaw Safety Alliance
- F. Friends of Rutherford Pool
- G. Housing Equity Leadership Team
- H. Economic Development Coordinating Committee

## **XIV. COUNCIL PROPOSED BUSINESS –**

**XV. COMMUNICATIONS FROM THE MAYOR –**  
**Nominations:**

**Sustainability Commission**

Sam Stroud  
210 Oak St.  
Ypsilanti, MI 48198

**Human Relations Commission**

Devika Chourhuri  
2116 Roosevelt  
Ypsilanti, MI 48197

**Huron Watershed**

Anne Brown  
2125 Collegewood  
Ypsilanti, MI 48197

**Ethics**

Patricia Berry  
616 Collegewood  
Ypsilanti, MI 48197

**Tax Review Board**

Andy Fanta  
1221 Westmoorland  
Ypsilanti, MI 48197

Roberta Andrews  
7 N. Normal  
Ypsilanti, MI 48197

**Historic District Commission**

Ron Rupert  
421 N Huron  
Ypsilanti, MI 48197

Erika Lindsay  
317 Prospect  
Ypsilanti, MI 48197

**LDFA**

Phil Tepley (**non-resident**)  
752 E. Grand Blvd  
Ypsilanti, MI 48198

**Housing Commission**

Ariel Moore  
1 Oakwood  
Ypsilanti, MI 48197

**XVI. COMMUNICATIONS FROM THE CITY MANAGER –**

**XVII. COMMUNICATIONS –**

- Police Department Bench Warrant Report (*distributed*)

**XVIII. AUDIENCE PARTICIPATION –**

**XIX. REMARKS FROM THE MAYOR –**

**XX. CLOSED SESSION -**

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

**XXI. RESOLUTIONS/MOTIONS/DISCUSSIONS –**

9. Resolution No. 2017-273, approving Health Care Employee Contribution Limits – PA 152 of 2011.
10. Resolution No. 2017-274, approving amendment to Employee Handbook.

**XXII. ADJOURNMENT –**

Resolution No. 2017-281, adjourning the City Council meeting.





# Washtenaw Urban County Assessment of Fair Housing Plan

September 29, 2017

## Affirmatively Furthering Fair Housing

- Information gathering:  
June – August 2017
- Data analysis – HUD,  
Census and local data
- Community engagement:  
focus groups, stakeholder  
interviews and surveys

## Assessment of Fair Housing Plan

- August – September 2017
- Draft plan including 5-year  
goals and Action Steps
- Get feedback from  
stakeholders – adopt plan

## Implementation

- FY 2018 – 2023
- Implement various  
components in step with  
local stakeholders and  
partners

# Data collection

- Local stakeholder group helped direct data collection/analysis
  - Use of HUD dataset including American Community Survey (ACS) and Comprehensive Housing Affordability Strategy (CHAS) data
  - Local data collection through surveys and focus groups
  - Other local data including school district information, Mortgage data, etc.
  - Development of neighborhood profiles for select neighborhoods throughout the county

## YPSILANTI SOUTHSIDE



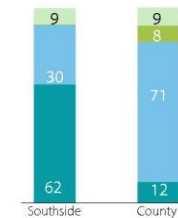
### BRIEF HISTORY

The south side of Ypsilanti has many neighborhoods including Heritage Park, Worden Gardus, and Bell Kramer. It is historically home to people of color, as it was one of the few places where African Americans could purchase a home in the 1960's. In fact, African Americans made up 98% of the population in the Southside area in 1960 (pictured left).

### DEMOGRAPHICS

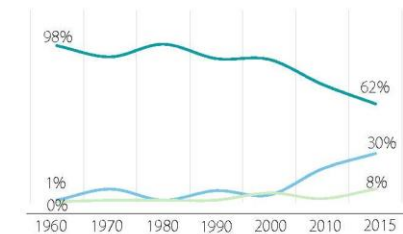
Total Population: 2,394

Total Population by Race, 2015  
In Percentages



Total Population by Hispanic/Latino:  
2% in Southside 4% in the Washtenaw County

Race & Ethnicity, 1960 - 2015



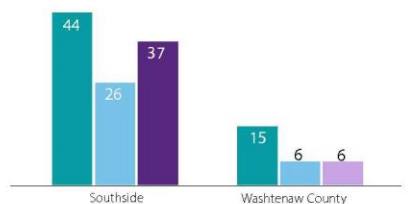
Education Attainment  
Bachelor's Degree or Higher, 2015

|                                                                                     | Southside | County |
|-------------------------------------------------------------------------------------|-----------|--------|
|                                                                                     | 11%       | 53%    |
|  | 8%        | 26%    |
|  | 20%       | 54%    |

Median Household Income, 2015



Unemployment, 2015  
In Percentages



Data not shown for Hispanic/Latino, Asian, and Other due to small percentages.  
2010 and 2015 demographic data is from ACS 5-year estimates, 1960 - 2000 is from the Decennial Census.  
Sources: Washtenaw County GIS; Washtenaw County Equalization; U.S. Census Bureau, assessed through Social Explorer Table.  
For more information, visit [www.washtenaw.org/afm](http://www.washtenaw.org/afm).

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OFFICE OF COMMUNITY &  
ECONOMIC DEVELOPMENT  
Collaborative solutions for a promising future



# Community Engagement

## Surveys

- 788 survey responses received
  - 484- Online surveys
  - 220 - Paper surveys via OCED partners
  - 84 – Paper surveys via AAHC (voucher households)
- Survey was open July 5- August 14

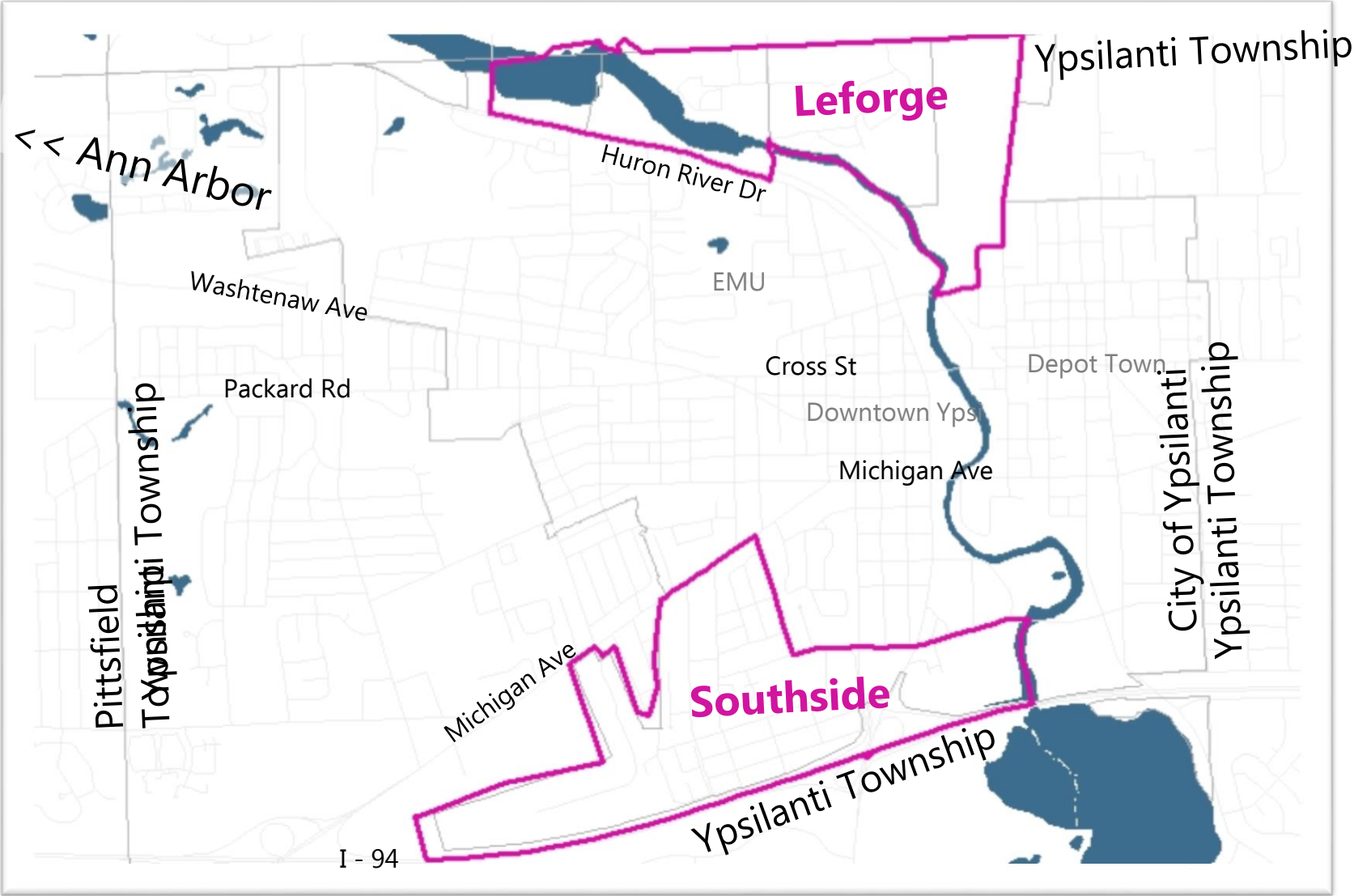
## Focus Groups

- ✓ Bryant – July 19
- ✓ Ann Arbor Center for Independent Living – August 1
- ✓ Parkridge – August 3
- ✓ Ypsilanti renters – August 7
- ✓ West Willow – August 8
- ✓ Offender Success Program – August 9
- Whitmore Lake – August 14 (Canceled)

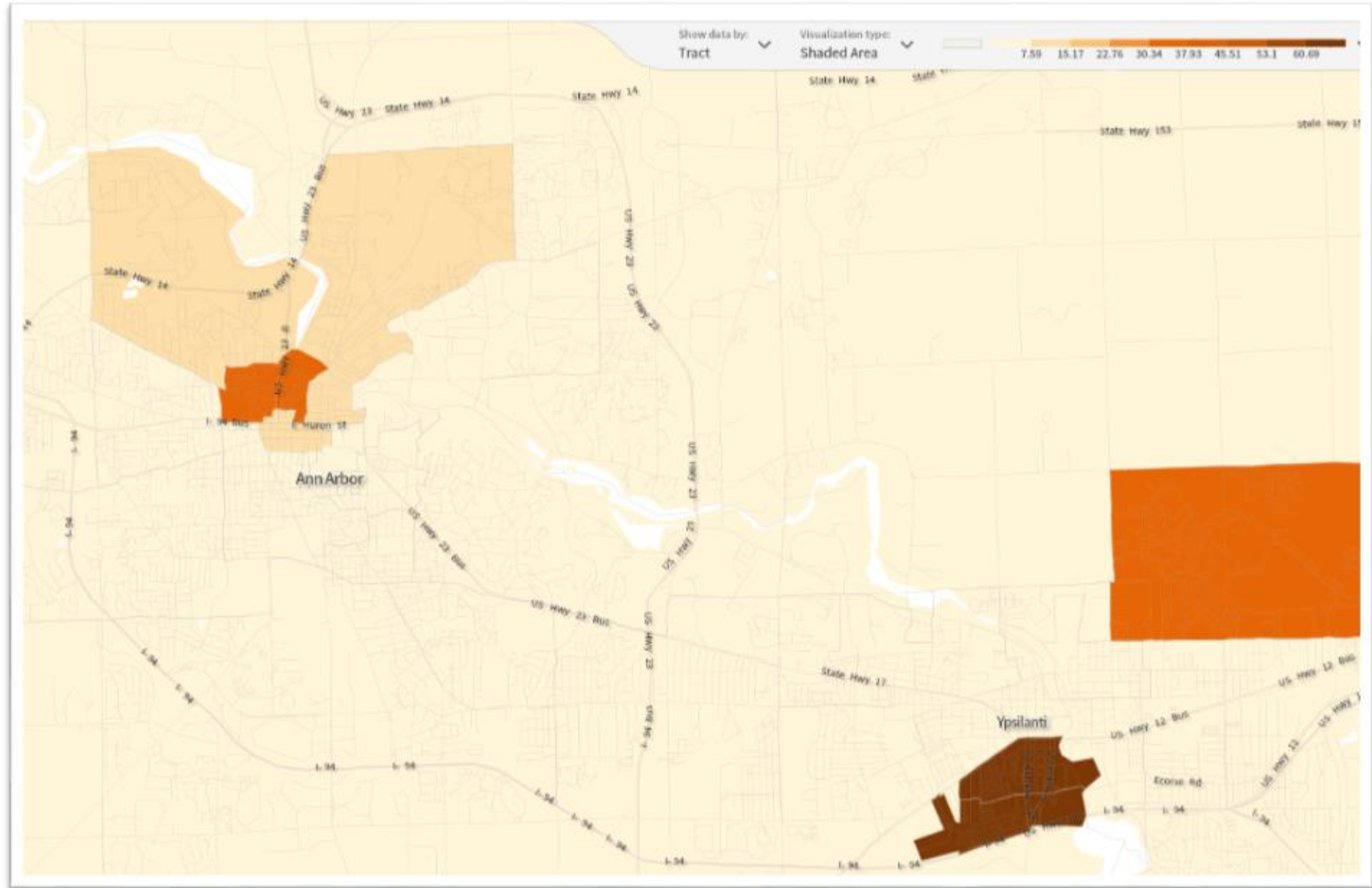


# Racially/Ethnically Concentrated Areas of Poverty

# HUD Data: Racial/Ethnically Concentrated Areas of Poverty (R/ECAP)



## African American Population, 1960



# Southside

|                                                |             |
|------------------------------------------------|-------------|
| Total Population                               | 2,394       |
| Population Density (per sq. mile)              | 3,413.7     |
| Race & Ethnicity                               |             |
| African American                               | 61.5%       |
| White                                          | 30.3%       |
| Asian                                          | 0.2%        |
| Some other Race                                | 3.5%        |
| Two or More Races                              | 4.6%        |
| Hispanic                                       | 1.9%        |
| Age                                            |             |
| Under 18                                       | 944 (39.4%) |
| Over 65                                        | 212 (8.8%)  |
| Educational Attainment (Age 25 +)              |             |
| Less than High School                          | 26.8%       |
| High School Graduate (GED)                     | 30.2%       |
| Some College                                   | 32%         |
| Bachelor's Degree                              | 6.6%        |
| Master's or greater                            | 4.6%        |
| Poverty                                        |             |
| Median Household Income                        | \$20,689    |
| Children under 18 living in poverty            | 72%         |
| Unemployment Rate                              | 36.9%       |
| Housing                                        |             |
| Total Housing Units                            | 1,043       |
| Vacancy Rate                                   | 17.9%       |
| Publicly Supported Housing                     | 632         |
| % of rental units using Housing Choice Voucher | 20%         |

- Low median household income
- High unemployment
- High child poverty rate
- Lower educational-attainment



## **Southside strengths**

- Wealth of history as a long-standing African American neighborhood
  - ties to the underground railroad,
  - origins of many businesses, civic, religious and educational institutions
  - home to many local and regional African American leaders.
- Concentration of African American residents may be a remnant of exclusionary practices, such as segregation, many residents appreciate that they are not living as a minority population in the neighborhood.
- Several focus group participants noted the long history families have in the area and appreciate the generations of families and friends in the neighborhood

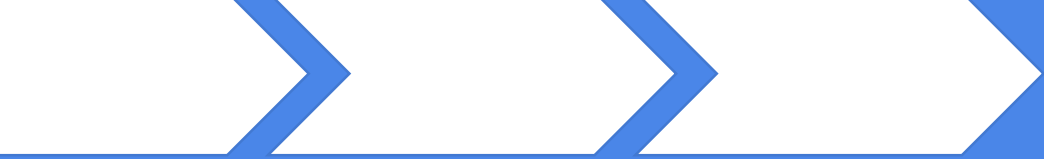
# Leforge

|                                                  |             |
|--------------------------------------------------|-------------|
| <b>Total Population</b>                          | 2,494       |
| Population Density (per sq. mile)                | 4,780.2     |
| <b>Race &amp; Ethnicity</b>                      |             |
| African American                                 | 56.5%       |
| White                                            | 29.2%       |
| Asian                                            | 2.3%        |
| Some other Race                                  | 1.8%        |
| Two or More Races                                | 10.2%       |
| Hispanic                                         | 6.6%        |
| <b>Age</b>                                       |             |
| Under 18                                         | 545 (21.8%) |
| Over 65                                          | 36 (1.4%)   |
| <b>EDUCATION ATTAINMENT (25 YEARS AND OLDER)</b> |             |
| Less than High School                            | 5.9%        |
| High School Graduate (GED)                       | 22%         |
| Some College                                     | 47.2%       |
| Bachelor's Degree                                | 19.3%       |
| Master's, Professional School, Doctorate Degree  | 5.5%        |
| <b>POVERTY</b>                                   |             |
| Median Household Income                          | \$24,886    |
| Children under 18 years living in poverty        | 49.1%       |
| Unemployment Rate                                | 13.3%       |
| <b>HOUSING</b>                                   |             |
| Total Housing Units                              | 1,253       |
| Vacancy Rate                                     | 12.8%       |
| Publicly Supported Housing                       | 142 Units   |
| % of rental units using a Housing Choice Voucher | 15%         |

- Low median household income
- High unemployment
- High child poverty rate
- Lower educational-attainment

# Access to Opportunity





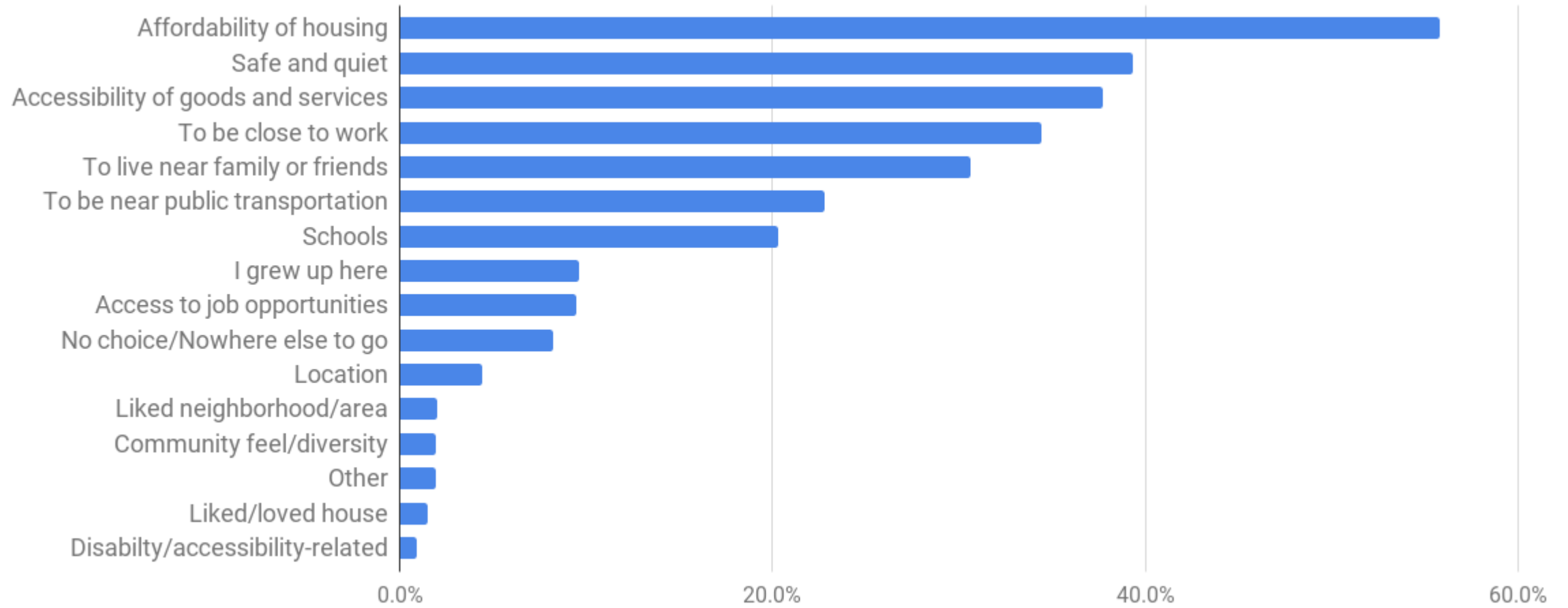
# ACCESS TO AFFORDABLE HOUSING

# Housing Affordability and Economic Equity - Analysis

## Washtenaw County, Michigan



# Reasons when deciding where to live:

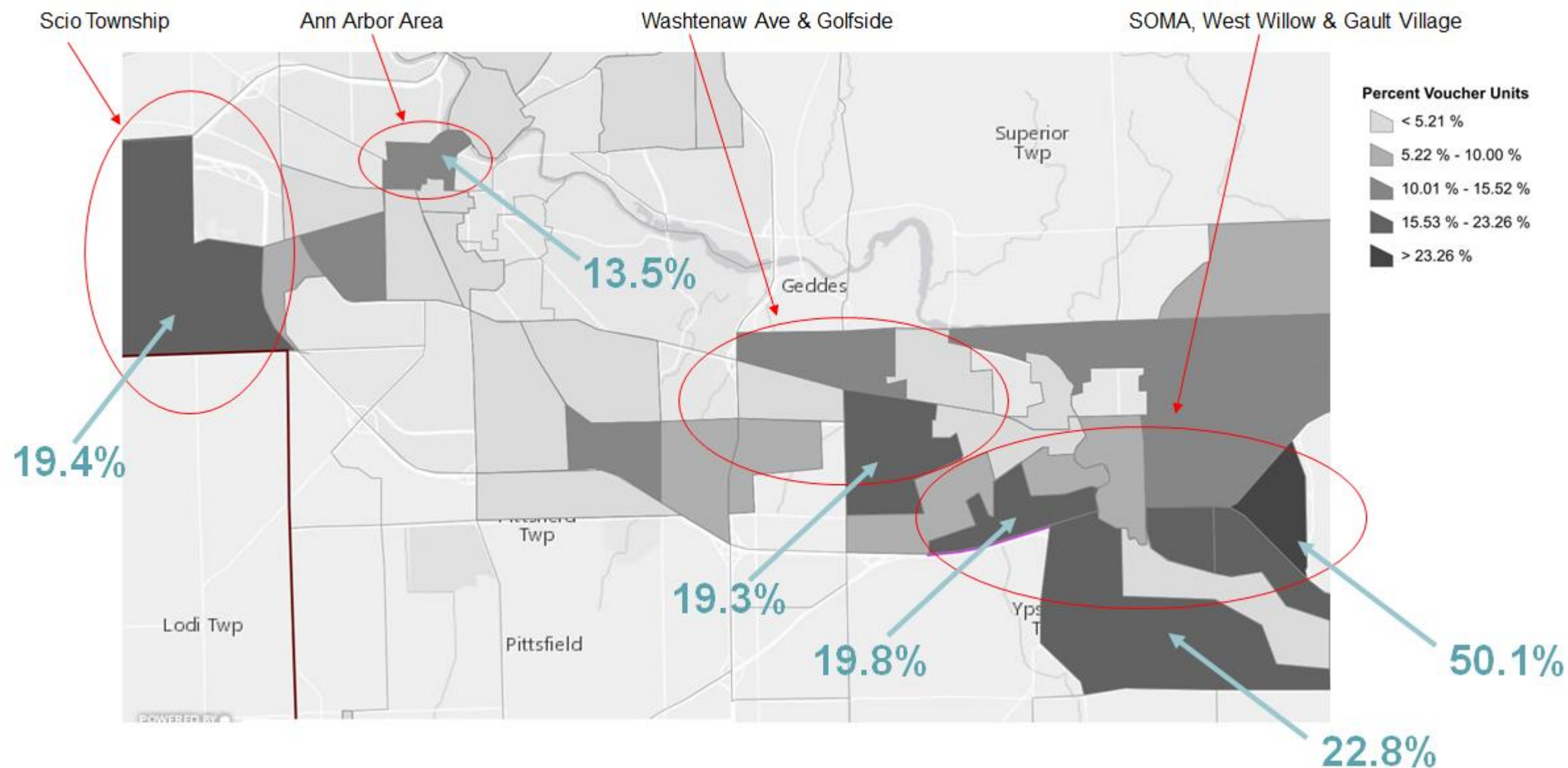


52% of respondents rated housing affordability in their neighborhood as “fair” or “poor”.

When asked if overall housing costs changed during the past 3 years, 68% of survey respondents noted housing costs increased.



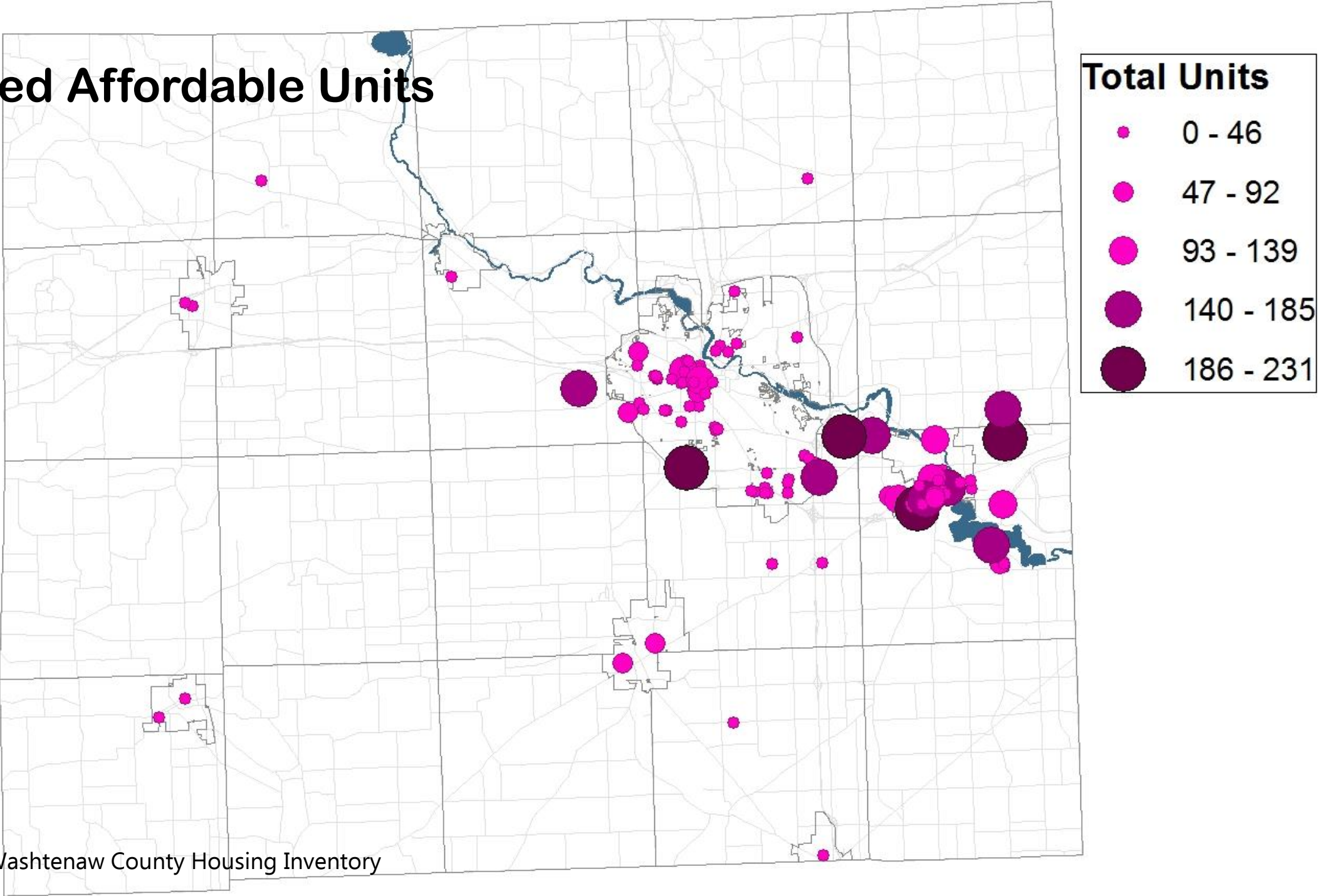
# Housing Vouchers



Source: Publicly Supported Housing, Map 5 HUD-Provided Data, [egis.hud.gov/affh](https://egis.hud.gov/affh)



# Committed Affordable Units





# ACCESS TO EMPLOYMENT

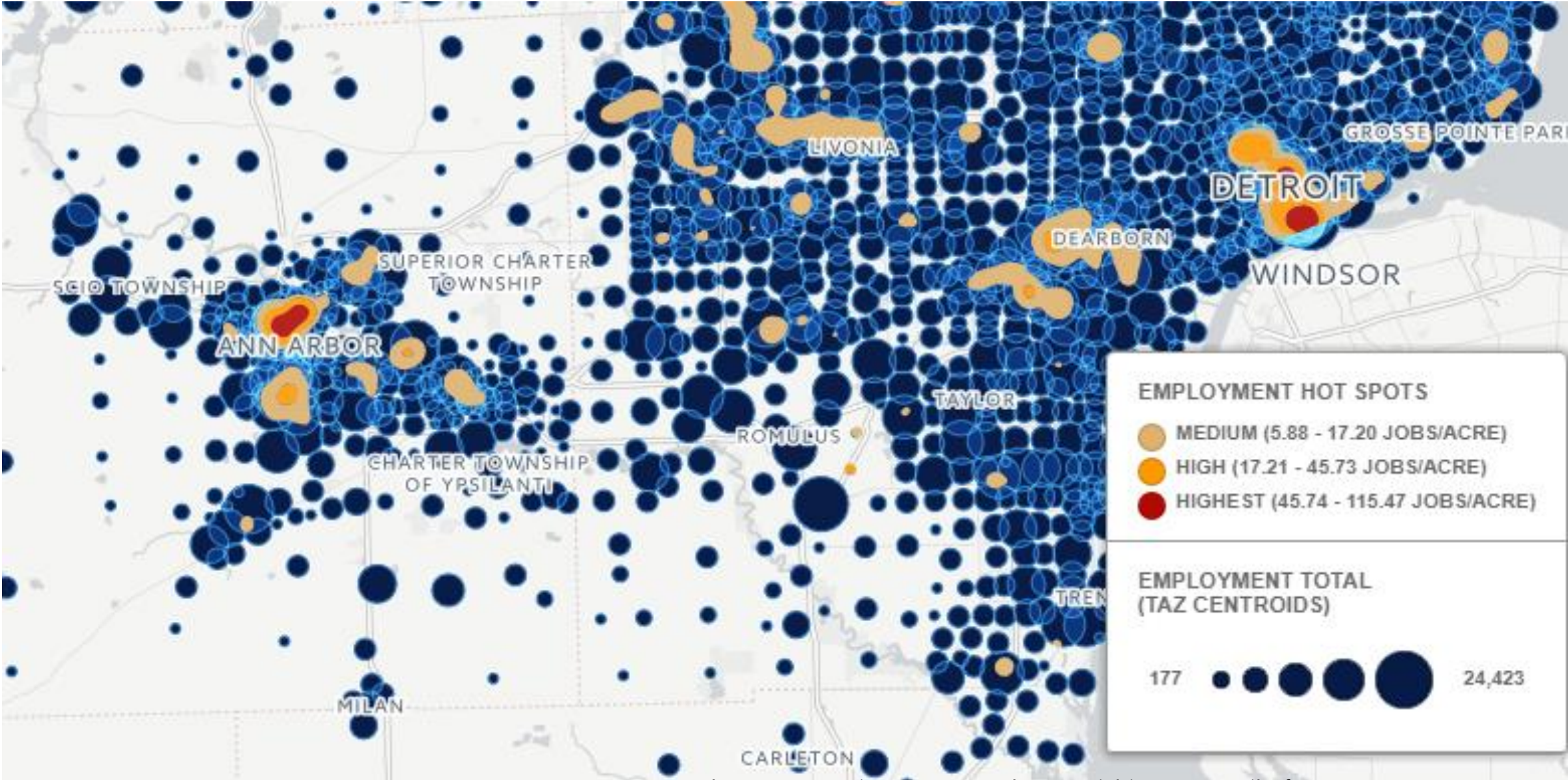
## Number of Jobs Lost and Gained in 2003 vs 2013



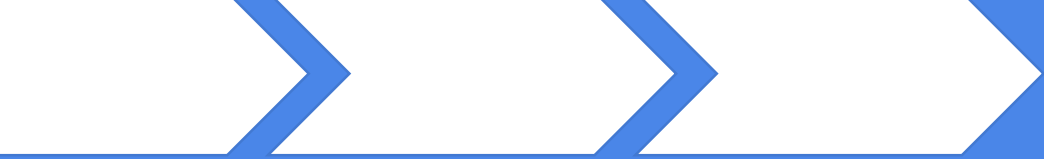
Source: On the Map - LEHD Census Data 2003 and 2013



# Employment Density



Source: Employment Density Maps, Southeast Michigan Council of Governments (SEMCOG)



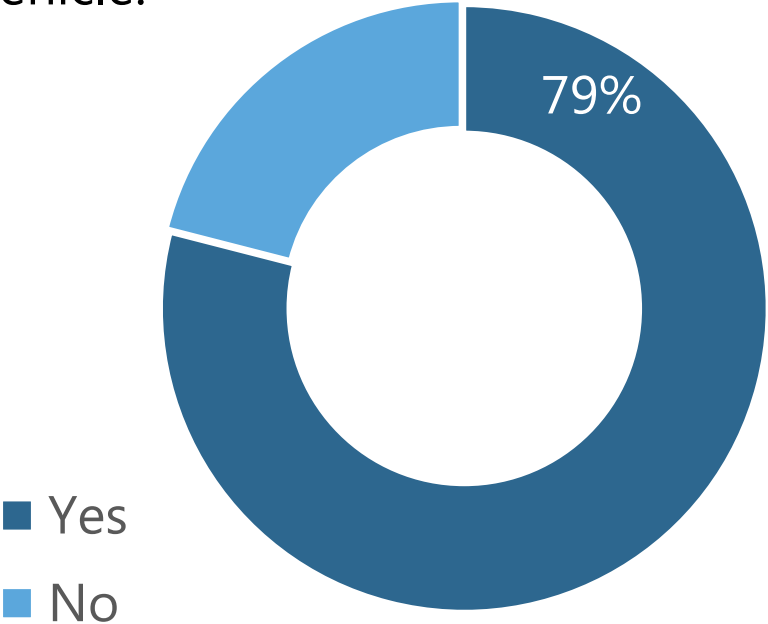
# ACCESS TO TRANSPORTATION

# Access to a Vehicle – reliable transportation

2015 Michigan Works! Survey of Job seekers noted that #1 issue with finding and keeping a job is access to a vehicle and/or reliable transportation.

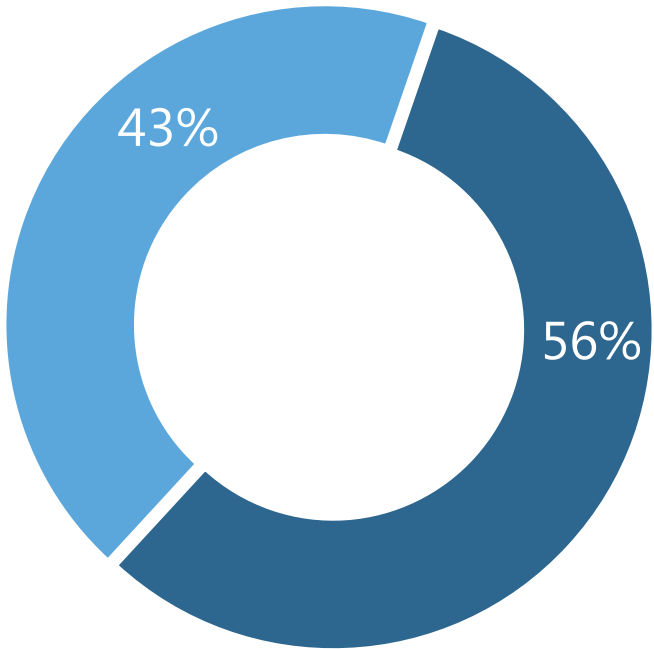
## Access to a Vehicle

1 in 5 respondents from the Michigan Works! Report do not have access to a vehicle.



## Vehicle Maintenance

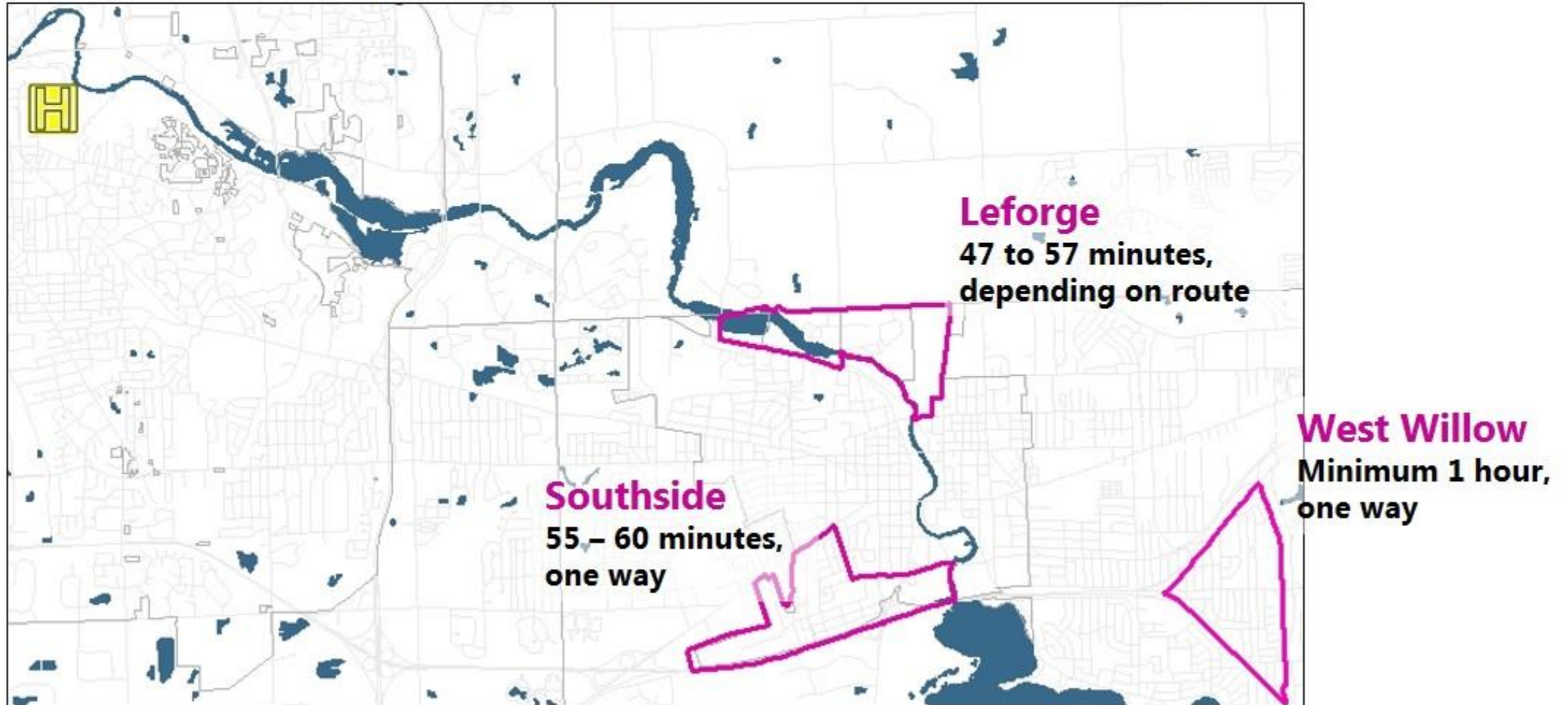
Among those with vehicle access, has the vehicle needed repairs that you could not afford to pay for in the last two years?





# Commuting by bus

While [AAATA The Ride] greatly improved, travel times from the following locations to U of M Hospital usually hover about 1 hour one way:



Many focus group participants shared concerns about access to transportation and jobs, especially in areas (i.e. Ypsilanti City and Township) of predominantly African American residents.

Focus group participants from the Ann Arbor Center for Independent Living spoke to their concern of accessibility to the physical bus stop, noting the lack of sidewalks and other infrastructure issues creates barriers to boarding the bus.

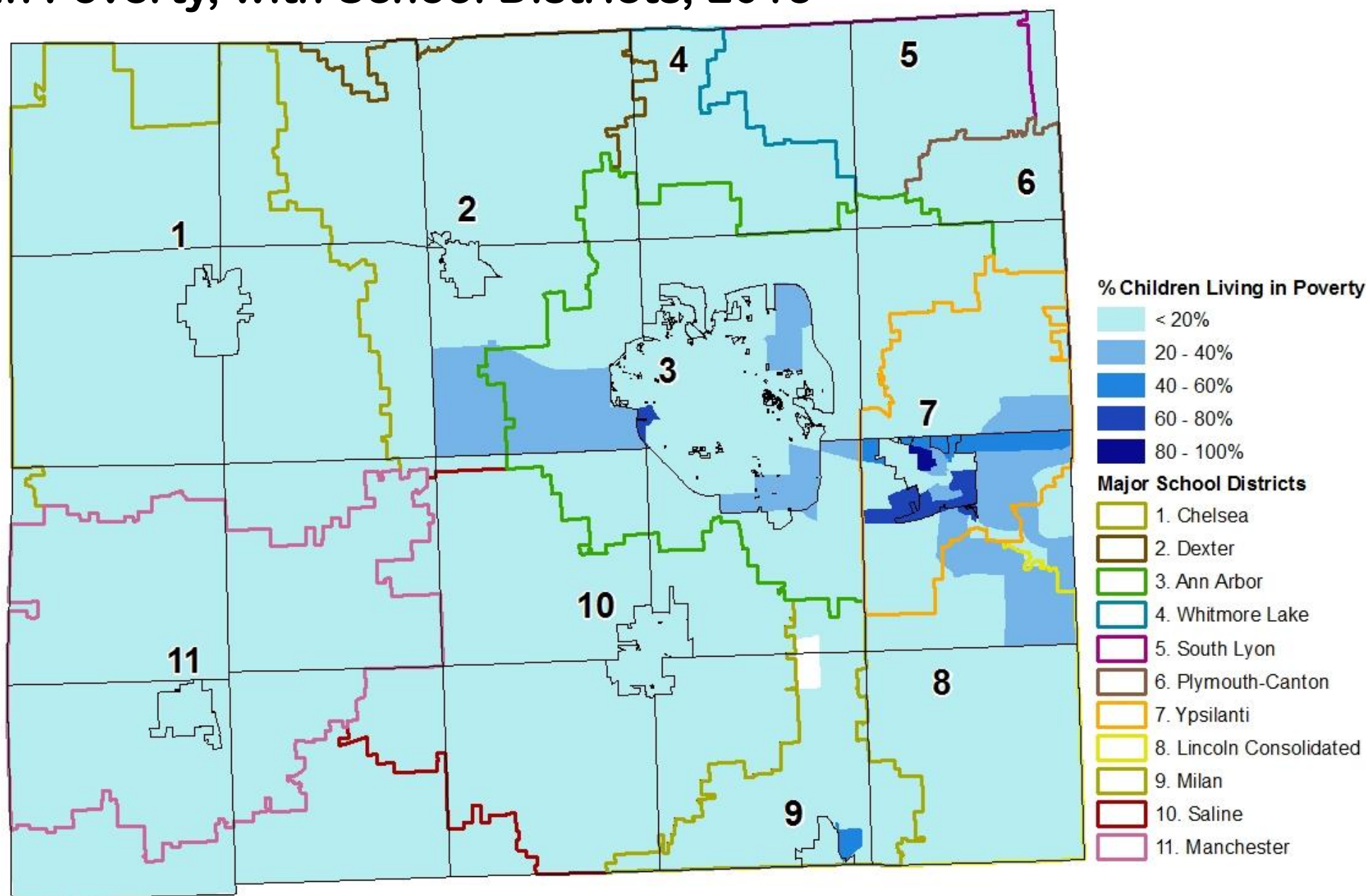




# ACCESS TO EDUCATION

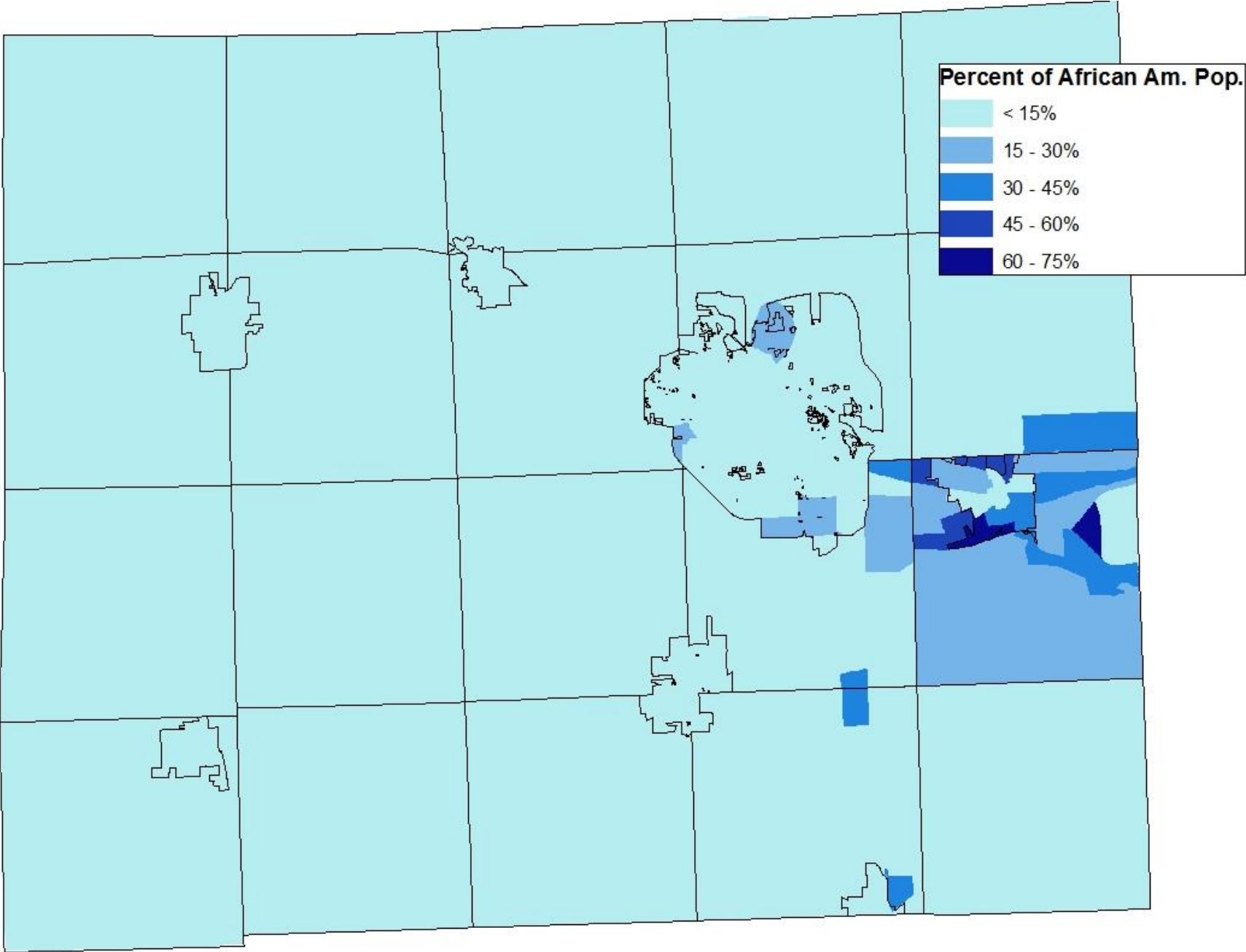
The Goal: Support efforts to create an equitable county-wide public education system

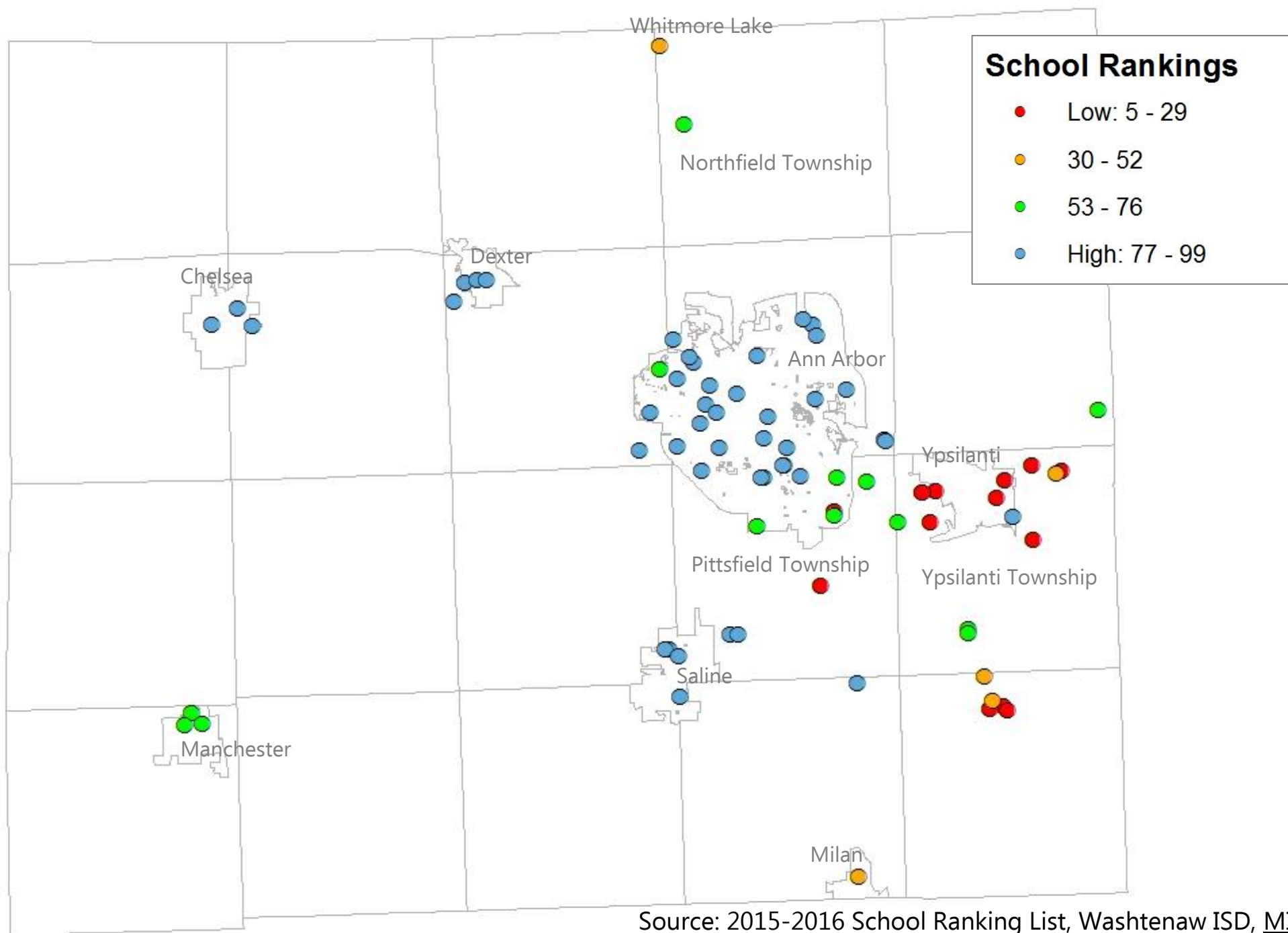
# Children Living in Poverty, with School Districts, 2015



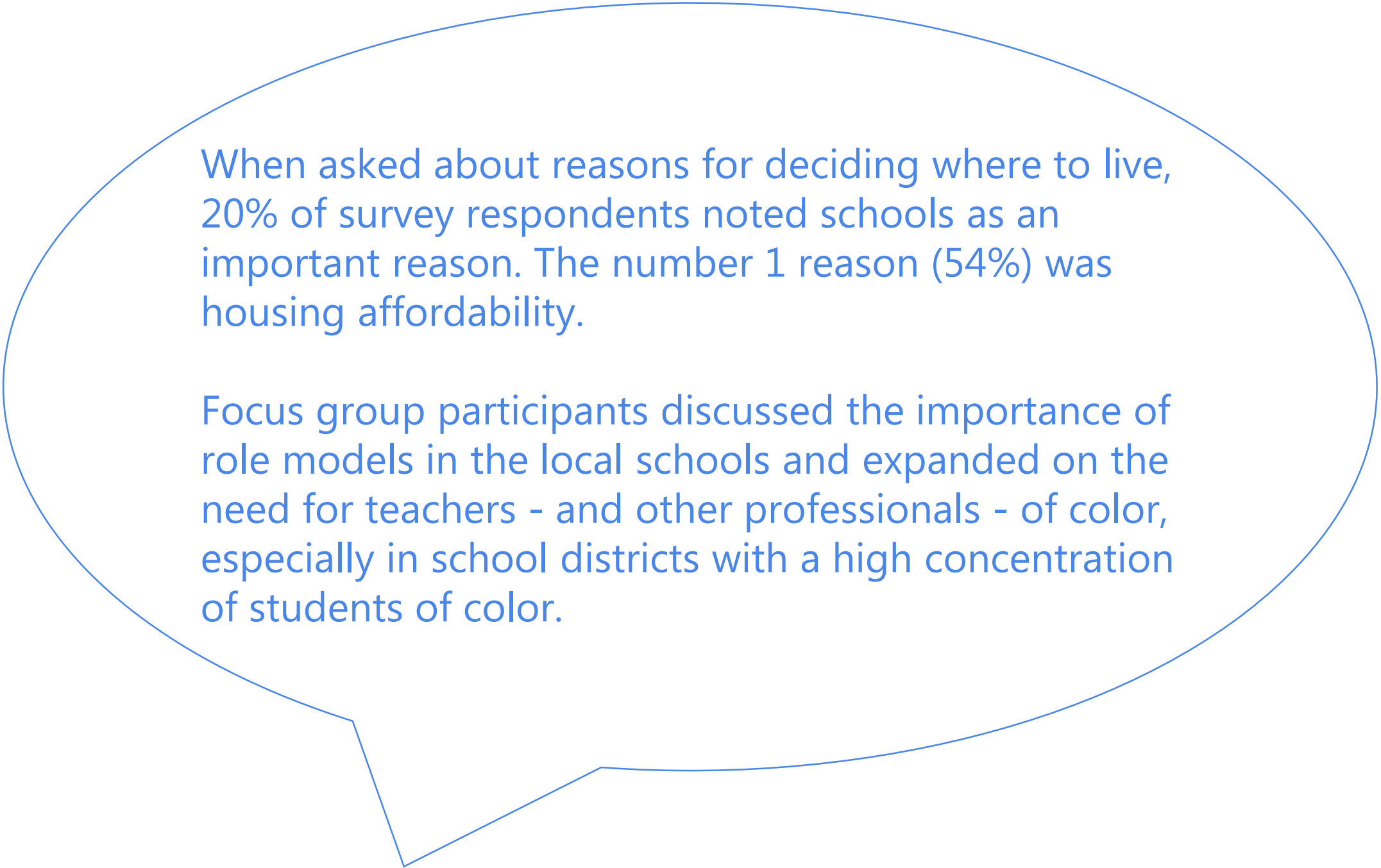
Source: Race by Black or African American Alone, 2015 American Community Survey 5-year Estimates

# African-American population by census tract – 2015





Source: 2015-2016 School Ranking List, Washtenaw ISD, [MI School Data](#)



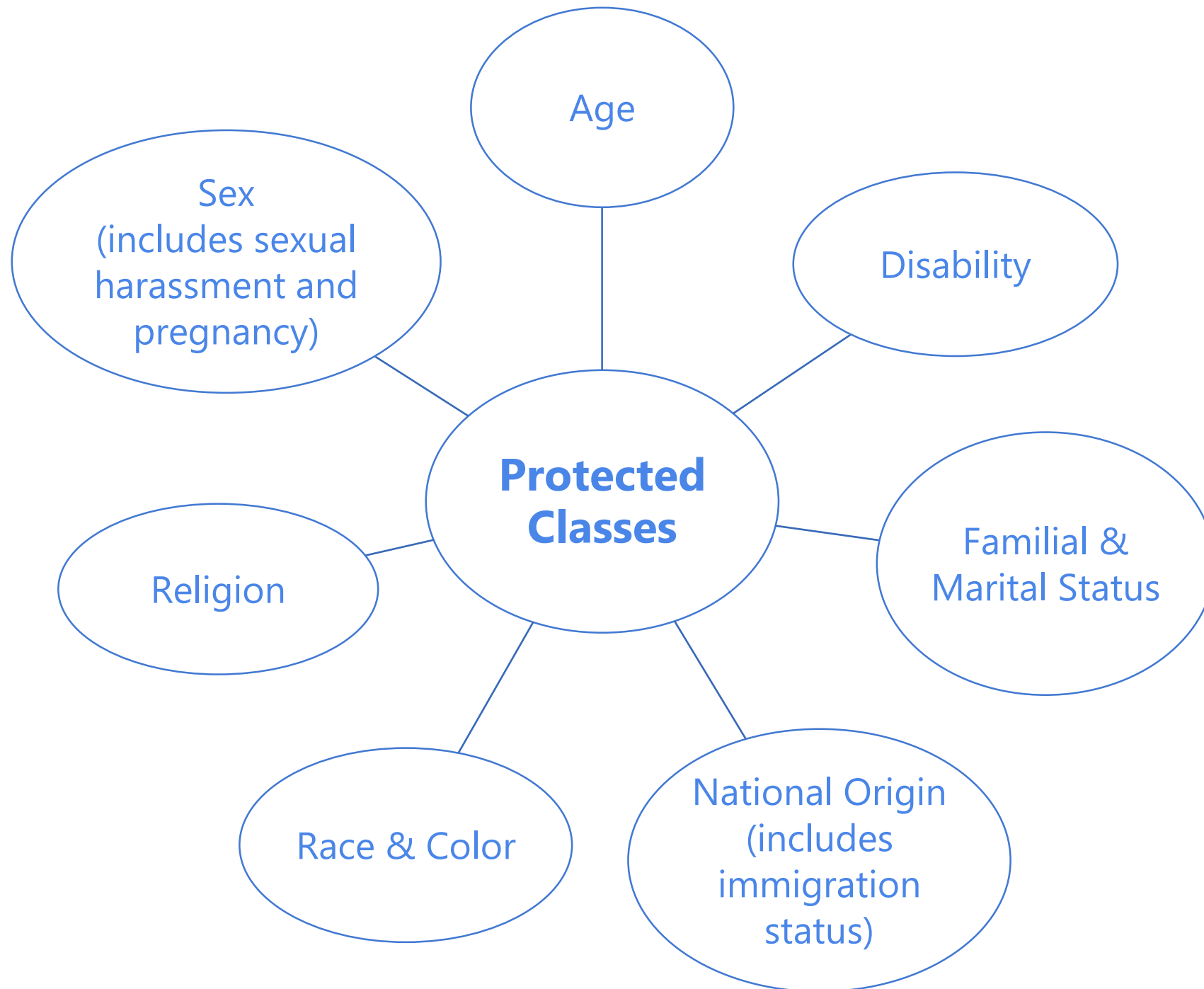
When asked about reasons for deciding where to live, 20% of survey respondents noted schools as an important reason. The number 1 reason (54%) was housing affordability.

Focus group participants discussed the importance of role models in the local schools and expanded on the need for teachers - and other professionals - of color, especially in school districts with a high concentration of students of color.

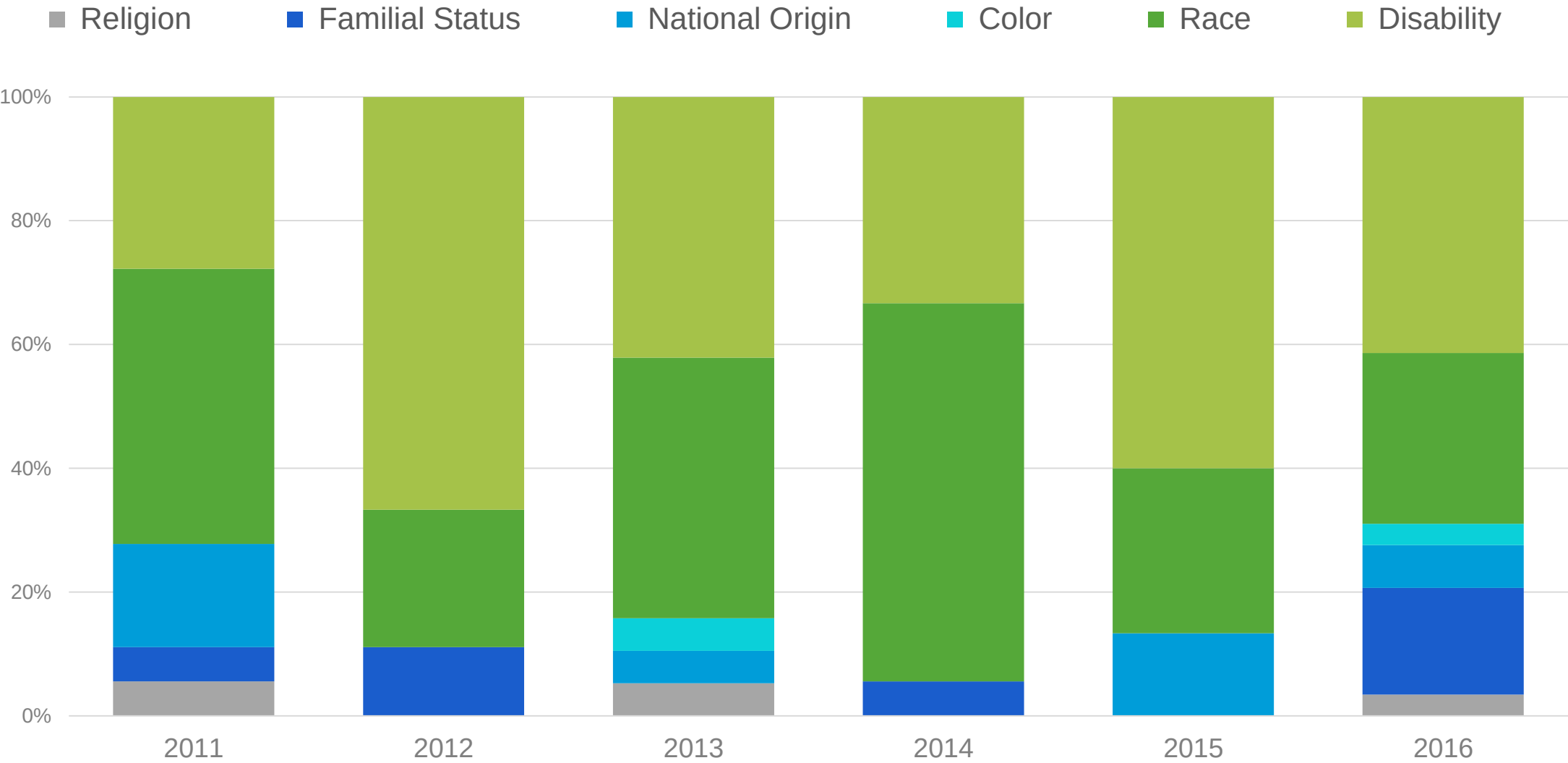


# FAIR HOUSING

Provide ongoing education and advocacy around fair housing issues.



# Fair Housing Cases Filed in Washtenaw County

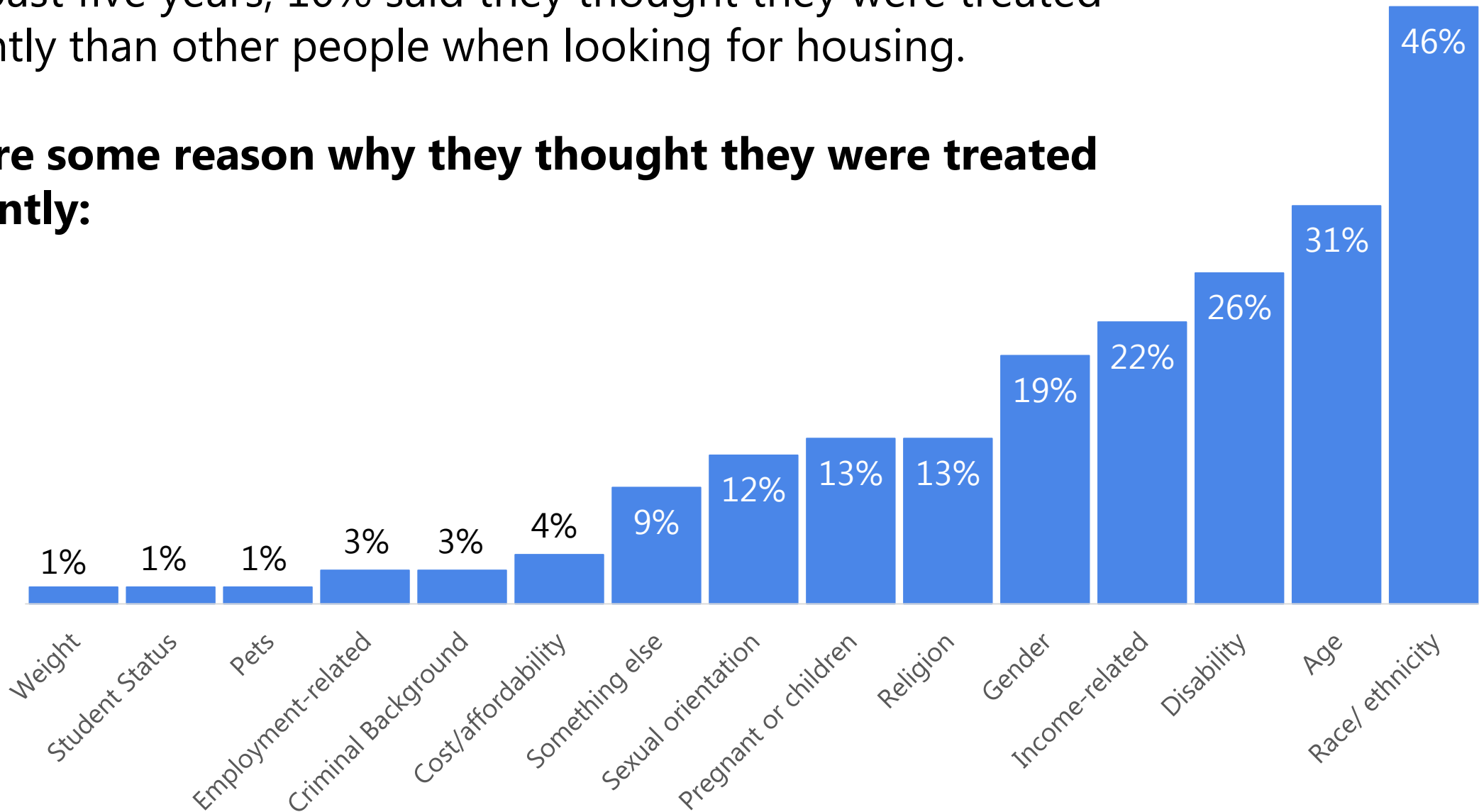


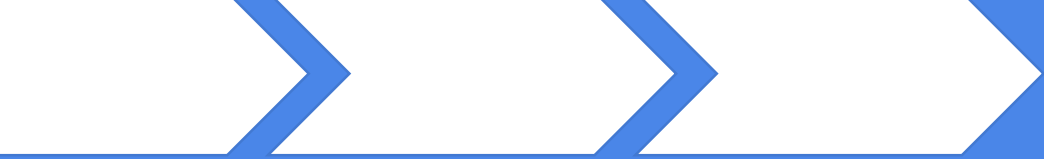
Source: Reported by HUD, the Office of Fair Housing and Equal Opportunity, August 2017



Among survey respondents who said they had trouble finding safe, quality and/or affordable housing in a neighborhood of their choice in the past five years, 10% said they thought they were treated differently than other people when looking for housing.

**Here are some reason why they thought they were treated differently:**





# Focus on Ypsilanti

Goals and implementation impacting Ypsilanti



## Goals & Strategies – Neighborhood Investment

- Commit Community Development Block Grant (CDBG) funds to Racially and Ethnically Concentrated Areas of Poverty
  - Acquisition, Development, Resale – to increase number of owner-occupied homes
  - Down Payment assistance for owner-occupant homes
  - Park improvements (in coordination with community)
  - Exterior home improvements for owner-occupants
  - Other community infrastructure projects in those areas



## Goals & Strategies – increase employment opportunities

- Partner with local agencies to identify skills gap in the labor market's hiring pipeline
  - Find ways to connect residents to training and employment opportunities, especially in high unemployment areas
- Explore targeted hiring and/or training programs from anchor institutions to recruit and train residents in areas with high poverty and high unemployment
  - Include additional support for residents including transportation options



## Goals & Strategies – Increase Fair Housing Education

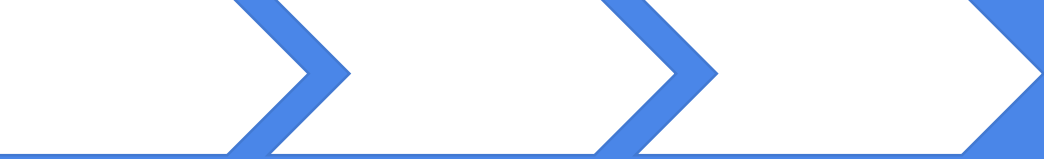
- Work with local units on providing residents information on fair housing and common types of discrimination
- Support Fair Housing Center outreach and education efforts with government and non-profit partners
- Encourage more residents of color to participate as “testers” for Fair Housing Center to support their efforts to combat discrimination



Discrimination Resource

[www.fhcmichigan.org](http://www.fhcmichigan.org) | 877.979.3247

Investigative services | Advocacy | Conciliation + Advice | Community Education



Questions?

[www.ewashtenaw.org/affh](http://www.ewashtenaw.org/affh)



Resolution No. 2017-264  
November 28, 2017

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, Melinda Ann O'Neill, owner of Harmony Lane, 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 17 North Washington St, Ypsilanti, MI 48197, Washtenaw County; and

WHEREAS, a public hearing to consider the application to New Class C for Harmony Lane, LLC was duly noticed and held on November 28, 2017

NOW, THEREFORE, BE IT RESOLVED THAT the request of Melinda Ann O'Neill owner of Harmony Lane, LLC for the property located at 17 North Washington, be approved contingent upon approval by the Washtenaw County Health Department, Building Department and Fire Department Review.

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:** Harmony Lane, LLC **Date of Birth:** 12/31/1974

**Home address:** 44233 Harmony Lane **Apt.#**

**City/State/Zip code:** Belleville, MI 48111

**Home phone:** (734) 796-6175 **Business Phone:** (734) 796-6175

**Email address (optional):** 17NorthWashington@gmail.com

**NAMES OF ALL PARTNERS OF THE APPLICANT, IF ANY:**

\_\_\_\_\_  
\_\_\_\_\_

**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:** 17 North Washington, Ypsilanti, MI 48197  
(Attach legal description of the premises)

**Name and Address of Premise Owner:** Beal Properties, LLC

23 North Washington  
**Address**

Ypsilanti, MI 48197  
**City/State/Zip code**

**SUPPLY WRITTEN EVIDENCE:** That the Applicant has the right to possess the premises from the property owner.

**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 November 1, 2017, and that the liquor license may issue on or after that date.

Signature of Applicant: \_\_\_\_\_

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: \_\_\_\_\_

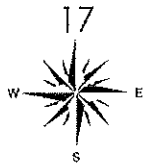
Date: \_\_\_\_\_

**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.



**17 North**  
@17 North Washington  
Ypsilanti, MI 48197  
17NorthWashington@gmail.com  
(734) 796-6175

## MEMORANDUM

**Date:** 9/5/2017

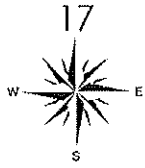
**To:** Joseph Meyers  
Community Development Manager  
Ypsilanti Downtown Development Authority  
1 S Huron St  
Ypsilanti, MI 48197

**From:** Melinda Ann O'Neill, President

**Re:** New/Transfer Liquor License Assurances/Evidence

Pursuant to the application requirements of the Ypsilanti Downtown Development Authority (YDDA) for a new/transfer liquor license, please note the following:

- **The Business Plan** for 17 North is attached, which lists numerous benefits to the City, including an estimate of how many employees the bar will hire.
- **Notarized Evidence** is attached from Harmony Lane, LLC (heretofore known as APPLICANT) that all attempts were made to acquire an escrowed license. This includes letters sent to escrow licenses currently in the transfer process.
- **Evidence** is attached that the APPLICANT has the right to possess the premises from the property owner, Beal Properties, LLC - see Lease Agreement.
- **Evidence** is attached that the APPLICANT is in compliance with the Zoning Ordinance, per City of Ypsilanti zoning map and the Ordinance.
- **Evidence** is attached that the APPLICANT has committed a capital investment of at least \$75,000 to be expended for rehabilitation or restoration of the building before the license is issued. See attached for itemized quotes.
- The APPLICANT **understands and assures** against violating 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 recognizes that a violation on the premises may be cause for the City objecting to renewal of the license or requesting revocation of the license.
- The APPLICANT **understands and assures compliance** (see attached memorandum) with the City of Ypsilanti's ordinance prohibiting public nudity, **and is aware** 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.
- The APPLICANT provides **assurance** that the premises will be open to the general public at least 10 hours a day, 5 days a week.
- The APPLICANT provides **assurance** that the premises will have a seating capacity of at least 25 people.



**17 North**  
@17 North Washington  
Ypsilanti, MI 48197  
17NorthWashington@gmail.com  
(734) 796-6175

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## **MEMORANDUM**

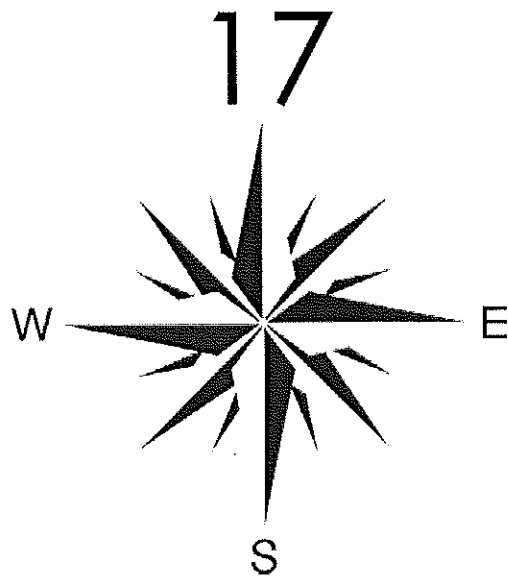
**Date:** 9/5/2017

**To:** Joseph Meyers  
Community Development Manager  
Ypsilanti Downtown Development Authority  
1 S Huron St  
Ypsilanti, MI 48197

**From:** Melinda Ann O'Neill, President

**Re:** Assurance of Compliance with Washtenaw County Ordinance

Pursuant to the application requirements of the Ypsilanti Downtown Development Authority (YDDA) for a new/transfer liquor license, 17 North applicant understands and will comply with the City of Ypsilanti's ordinance prohibiting public nudity, and is aware 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.



# Business Plan: 17 North

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|      | Mission Statement                           |          |
|      | Keys to Success                             |          |
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# Executive Summary

The vision for 17 North is to establish a local restaurant/bar/music venue in the heart of downtown Ypsilanti. 17 North will provide a casual, relaxed atmosphere, live entertainment and top-notch food. Investing in this ideal location is an opportunity to attract locals and students as well as expand the market to all of Metro Detroit with a focus on community and urban planning. Music lovers and culinary snobs will come from near and far to enjoy 17 North.

## Highlights

As a start-up restaurant and bar, the goal for 17 North is to increase the number of patrons by a minimum of 15% each year by offering attractable, affordable entertainment and food options. Knowing the restaurant industry is competitive in the area, the focus on developing a communal feel in a maturing city is the foundation for revenue. We believe the target market for this location includes a diverse group of young professionals to a middle-aged audience who looks to enjoy great food and people, have a safe and clean place to meet friends and/or bring family for an evening out. We will capitalize on this prospective audience by offering the best local options in food and entertainment with emphasis on engaging Ypsilanti locals and Eastern Michigan University students and faculty.

## Objectives

- Capitalize on an excellent location offering a safe, clean and overall wonderful place to gather
- Boast an excellent menu that becomes a central attraction
- Offer consistent, quality entertainment by attracting established acts as well as up-and-coming artists/musicians/comedians
- Work with area committees and groups to launch community conversations and urban planning ideas (Engage@EMU, YCS, etc.)
- Identify community-based initiatives and offer a venue for support and awareness (National Kidney Foundation, Gift of Life Michigan, American Heart Assoc., etc.)

## Mission Statement

Give customers an experience with food, atmosphere and entertainment comparable to none.

## Keys to Success

- Family of investors who were born and raised in Ypsilanti
- Vested interest in being a part of the successful growth of downtown Ypsilanti
- Employ at least 10 staff, with preference to local residents and students – to ensure a true investment in the city
- Community engagement



# Description of Business

17 North will bring a refreshing experience to the restaurant and nightlife scene to an historic venue in downtown Ypsilanti. The focus of the restaurant/bar is to offer great food at an affordable price while presenting options for nightlife and entertainment. With the city's business expansions over the past few years, we feel the restaurant/bar offering is directly in-line with the driving needs of the community, relative to the nearby university, local families and area professionals. 17 North will welcome a lunch-to-dinner crowd while remaining open through 2am to offer a late-night bar experience. The casual, clean and industrial décor will feature art from local vendors focused on Ypsilanti history, including EMU and a proud foundation for manufacturing. 17 North features a bar-style menu specializing in 'just really, good bar food' which will offer distinction from other downtown restaurants serving more of a dinner menu. 17 North will also feature a full selection of liquor and beer, a large dance floor, DJ booth, stage for live shows, multiple pool tables and large-screen televisions to accommodate a late-night club experience.

## Company Ownership/Legal Entity

Harmony Lane, LLC is a sole-proprietorship owned by Melinda Ann O'Neill (nee Prince), a new LLC based out of Belleville, MI. Melinda Ann was born in Ypsilanti, MI and graduated from Willow Run High School. She has strong ties to the area, as over 30 family members still reside in the city. Melinda Ann, along with her husband, Dr. Jim O'Neill, are excited to invest in the community as they'd like to expand their strong roots for their family. Two of her seven children currently attend Washtenaw International Middle Academy in Ypsilanti, MI. This will be the first endeavor for Harmony Lane, LLC. Melinda Ann's family owned a restaurant in Saline, MI for over 10 years, where she and her mother built a successful business model based upon excellent food and superior customer service.

## Location

17 North is in an ideal location for a restaurant/bar. Being a part of true downtown Ypsilanti is vital for this type of venue to succeed. Eastern Michigan University, home to over 25,000 students and faculty members, is located less than a mile away. EMU's College of Business resides only a few blocks away with the Ypsilanti Transit Center being steps from our front door. Located in the heart of downtown Ypsilanti, 17 North is in the perfect position for the walk-ability traffic the city needs.

## Interior

17 North offers a large footprint for any business. Housing over 6,000 square feet, the overall theme lends to an industrial, rustic trend with a nod to college and family life. 17 North will highlight art from local students as well as the history of area schools and its legacy of manufacturing. Compartmentalizing the areas within 17 North will be a key to identifying natural spaces for dining, live entertainment and dancing. This will be done by table and furniture placement in order to transition each day from restaurant to evening entertainment venue.

## Hours of Operation

17 North will be open every day from 11:00 a.m. – 2:00 a.m.

## Products and Services

17 North will offer a small menu highlighting top-notch bar food along with a full-service liquor, beer and wine bar. Events will vary depending on the night. 17 North will house events including but not limited to musical acts and comedy shows.

## Suppliers

17 North will utilize as many local suppliers as possible. As noted earlier, the goal is to showcase the heritage and new trends of the City.

## Service

Customer Service is one area in which 17 North will be a true leader. Following a Net Promotor Score format, we will take customer service to an entirely new level by keeping customers *and* employees happy and engaged. 17 North wants to be your neighborhood bar and grille, where families and students can stop in and experience kind souls who genuinely care about your day.

## Management

Melinda Ann O'Neill will manage the overall business model and finances. Her background in running a family restaurant with her mother will be an integral part of what is needed to form a successful, employee and customer-focused venue. Many of the practices being put in place to run 17 North come from lessons learned while becoming a successful IT Executive focused on team-building and process-driven daily activities resulting in high revenue streams, customer-focused awards and employee retention. Dr. Jim O'Neill will support the business model boasting over two decades of successful consulting practices with a focus on research. Together, The O'Neill's will operate and support the business financially. Bradley Angle will be 17 North's General Manager. With over three years of management in the restaurant industry, Bradley will handle the day-to-day decisions and employee needs as well as manage the club/bar in the late evening, including event scheduling and closing duties.

17 North will be a vision-based company with support mechanisms in place to ensure employees have a positive, healthy lifestyle by allowing work-life balance benefits including financial assistance with child care, flexible student schedules and paid transportation for those needing assistance with travel to and from work. Harmony Lane, LLC believes in promoting positivity in the work place which directly affects the daily health and well-being of employees.

## Financial Management

As a start-up business, 17 North is projecting the following costs within the first year, based upon the current condition of the building as well as traditional up-front costs. A projected budget for operations is provided on the last page.

### Renovations:

|                  |          |
|------------------|----------|
| • Façade:        | \$20,000 |
| • Floor:         | \$10,000 |
| • Ceiling:       | \$ 5,000 |
| • Walls:         | \$ 5,000 |
| • Plumbing:      | \$20,000 |
| • Windows/Doors: | \$20,000 |
|                  | <hr/>    |
|                  | \$80,000 |

### Equipment:

|                |          |
|----------------|----------|
| • Deep Fryers: | \$ 2,000 |
| • Flat-top:    | \$ 5,000 |
| • Video Games  | \$ 5,000 |
|                | <hr/>    |
|                | \$12,000 |

### Signage and Advertising/Marketing:

|                              |          |
|------------------------------|----------|
| • Signage:                   | \$ 5,000 |
| • Advertising/<br>Marketing: | \$ 1,000 |
|                              | <hr/>    |
|                              | \$ 6,000 |

### License/Insurance:

\$2,000

### Supplies:

\$15,000

---

|                    |                  |
|--------------------|------------------|
| <b>GRAND TOTAL</b> | <b>\$115,000</b> |
|--------------------|------------------|

# Marketing

## Market Analysis

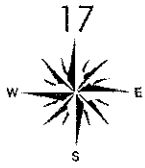
Local families, Eastern Michigan University students, and local professionals will be the primary target market for the restaurant/bar. We're expecting a big draw of 21- to 35-year-olds, as it will be the largest club within walking distance [from EMU] to the heart of downtown Ypsilanti. Melinda Ann has a well-established network from her role as a sports reporter for the Detroit Tigers and Detroit Pistons. She also brings a loyal following of contacts who support her efforts with Vista Maria where she was named Mentor of the Year in 2016. As a living kidney-donor she has worked very closely with Gift of Life Michigan as well as The National Kidney Foundation. She plans to utilize these networks heavily and depend on the great people of Ypsilanti for support. Using a combined social network (8,000+ Facebook friends and social media contacts), 17 North will book regional and national comedy and music acts on a weekly basis. Projected net revenue from each show will be \$4,000.

## Advertising and Promotion

- Advertising primarily will rely upon the following strategies: Mobilizing social media (currently 8,000+ Facebook connections and social media contacts). We also plan on purchasing ad space on local billboards lining 94 near Huron.
- Utilizing existing partnerships in the community, including Engage@EMU (via Decky Alexander, Director) and local/regional music and comedy artists
- Maximizing sponsorships of area events (e.g., Heritage Festival, Elvis Fest, Car shows, EMU football games etc.), based upon community connections
- Hosting and sponsoring cause-based platforms (e.g., Gift of Life, American Cancer Society, American Red Cross etc.)

# Projected Operational Expenses

|                               | Jan           | Feb           | Mar           | Apr           | May           | Jun           | Jul           | Aug           | Sep           | Oct           | Nov           | Dec           |
|-------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Controllable Expenses:</b> |               |               |               |               |               |               |               |               |               |               |               |               |
| Salaries/Wages                | 5000          | 5000          | 5000          | 5000          | 5000          | 5000          | 5000          | 5000          | 5000          | 5000          | 5000          | 5000          |
| Advertising                   | 50            | 50            | 50            | 50            | 50            | 50            | 50            | 50            | 50            | 500           | 50            | 50            |
| Travel/Auto                   | 50            | 50            | 50            | 50            | 50            | 50            | 50            | 50            | 50            | 50            | 50            | 50            |
| Dues/Subs.                    | N/A           | N/A           | N/A           | N/A           | N/A           | N/A           | N/A           | N/A           | N/A           | N/A           | N/A           | N/A           |
| Utilities                     | 2200          | 2200          | 2200          | 2200          | 2200          | 2200          | 2200          | 2200          | 2200          | 2200          | 2200          | 2200          |
| Misc.                         | 100           |               | 100           |               | 100           |               | 100           |               | 100           |               | 100           |               |
| <b>Subtotal</b>               | <b>7400</b>   | <b>7400</b>   | <b>7400</b>   | <b>7400</b>   | <b>7400</b>   | <b>7400</b>   | <b>7400</b>   | <b>7400</b>   | <b>7400</b>   | <b>7400</b>   | <b>7400</b>   | <b>7400</b>   |
| <b>Fixed Expenses:</b>        |               |               |               |               |               |               |               |               |               |               |               |               |
| Rent                          | 5000          | 5000          | 5000          | 5000          | 5000          | 5000          | 5000          | 5000          | 5000          | 5000          | 5000          | 5000          |
| Depreciation                  |               |               |               |               |               |               |               |               |               |               |               |               |
| Insurance                     | 450           | 450           | 450           | 450           | 450           | 450           | 450           | 450           | 450           | 450           | 450           | 450           |
| Permits/Licenses              |               |               |               |               |               |               |               |               |               |               |               |               |
| Loan Payments                 | 250           | 250           | 250           | 250           | 250           | 250           | 250           | 250           | 250           | 250           | 250           | 250           |
| Misc.                         | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           | 300           |
| <b>Subtotal</b>               | <b>6000</b>   | <b>6000</b>   | <b>6000</b>   | <b>6000</b>   | <b>6000</b>   | <b>6000</b>   | <b>6000</b>   | <b>6000</b>   | <b>6000</b>   | <b>6000</b>   | <b>6000</b>   | <b>6000</b>   |
| <b>Total Expenses</b>         | <b>13,400</b> | <b>13,400</b> | <b>13,400</b> | <b>13,400</b> | <b>13,400</b> | <b>13,400</b> | <b>13,400</b> | <b>13,400</b> | <b>13,400</b> | <b>13,400</b> | <b>13,400</b> | <b>13,400</b> |



17 North  
@17 North Washington  
Ypsilanti, MI 48197  
17NorthWashington@gmail.com  
(734) 796-6175

## AFFIDAVIT

Date: 9/5/2017

To: Joseph Meyers  
Community Development Manager  
Ypsilanti Downtown Development Authority  
1 S Huron St  
Ypsilanti, MI 48197

From: Melinda Ann O'Neill, President

Re: Attempts to Acquire an Escrowed Liquor License in Washtenaw County

Pursuant to the application requirements of the Ypsilanti Downtown Development Authority (YDDA) for a new/transfer liquor license, 17 North has made all reasonable attempts to acquire an escrowed liquor license, which included the following steps:

- Identification of all owners (total = 17) who currently hold available escrowed licenses in Washtenaw County (See attached for list). Of the 17 identified, 11 were pending a transfer, which reduced the number of currently available escrow licenses to 6;
- A request to purchase a license was sent to all identified owners via certified U.S. Mail (see attached for receipts). Note: Requests were also mailed to all owners with licenses identified as transfer-pending, in case the opportunity to purchase the license was an option; and
- After 30 days since the certified letters were sent, there were no responses from the owners or their representatives through any means offered (i.e., letter, e-mail or phone).

Signed

Date

9-6-17

NOTARY: Acknowledged before me in Washtenaw County, Michigan, on 9-6-2017 (year) by Harmony Lane, a Michigan limited liability company, for the company.

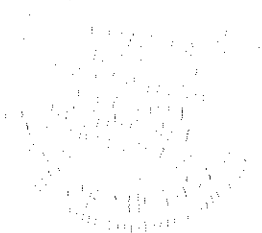
Notary Public Signature:

Notary's Name: RONALD MAXWELL

Acting in the County of Washtenaw

My Commission expires: 10/07/2023

**Ronald Maxwell**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WASHTENAW  
My Commission Expires Oct, 7, 2023  
Acting in the County of Washtenaw



|                                         |                                        |          |
|-----------------------------------------|----------------------------------------|----------|
| OWNER                                   | DBA                                    | Certifie |
| 303 S. ASHLEY, LLC                      | THE BEER GROTTO 238010 N               | 7017 10  |
| 5Z RESTAURANTS ANN ARBOR, LLC           | BURGERFI 232181 Y                      | 7017 10  |
| A2M1 OLD CAROLINA BARBEQUE COMPANY, LLC | OLD CAROLINA BARBEQUE COMPANY 235153 Y | 7017 10  |
| ARGIERO BROTHERS, INC.                  | ARGIEROS ITALIAN RESTAURANT 3313 N     | 7017 10  |
| JBD ANN ARBOR, LLC                      | JIM BRADY'S DETROIT 239266 N           | 7017 10  |
| MICHIGAN DEPARTMENT OF TREASURY         | 243681 N                               | 7017 10  |
| SAVCO LLC                               | BABO 227499 Y                          | 7017 10  |
| SHAW RESTAURANTS II, INC.               | THE MELTING POT-ANN ARBOR 198293 N     | 7017 10  |
| TK HOLDINGS, LLC                        | 224737 N                               | 7017 10  |
| TERRY B'S, LLC                          | 163974 Y                               | 7017 10  |
| THE MANCHESTER HOTEL COMPANY, INC.      | BLACK SHEEP TAVERN 5336 Y              | 7017 10  |
| THE 107 GROUP, INC.                     | MANGIAMO'S 223757 N                    | 7017 10  |
| ARTIKI INC.                             | CREEKSIDE GRILL & BAR 5472 Y           | 7017 10  |
| L K, INC.                               | ROGER MONK'S 1186 N                    | 7017 10  |
| ABRAZALO LLC                            | EL TEPETATE 232737 N                   | 7017 10  |
| MJR PRODUCTIONS INC.                    | "PAPI'O" 176012 Y                      | 7017 10  |
| WOODSTONE GRILL, INC.                   | WOODSTONE GRILL 234570                 | 7017 10  |

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10111111

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Su la Table

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| <input type="checkbox"/> Extra Services & Fees (attach box label as appropriate) | \$ _____ |
| <input type="checkbox"/> Return Receipt (postage)                                | \$ _____ |
| <input type="checkbox"/> Return Receipt (insurance)                              | \$ _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery                      | \$ _____ |
| <input type="checkbox"/> Adult Signature Required                                | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery                     | \$ _____ |

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| Total Postage and Fees | 3.35 |

Net 14.00

Sent To Mr. Carr  
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| <input type="checkbox"/> Adult Signature Required                       | \$ _____ |
| <input checked="" type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

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| Postage 73¢                                                                                                                                                                                                                                                                                                                                                                                                                          | (Signature)      |

|                        |        |
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|                        | 107.04 |
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| <input type="checkbox"/> Adult Signature Required            | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

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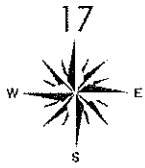
Actual Postage and Fees

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 NEW YORK, N. Y.

7017 1070 0000 8513 2905







**17 North**  
@17 North Washington  
Ypsilanti, MI 48197  
17NorthWashington@gmail.com  
(734) 796-6175

---

## MEMORANDUM

**Date:** 8/30/2017

**To:** Brian Coker, Woodstone Grill, Inc.  
6011 Eagle Trace Dr  
Ypsilanti, MI 48197

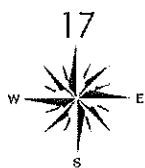
**From:** Melinda Ann O'Neill, President

**Re:** MI Liquor License in Escrow: Washtenaw County

17 North is seeking to purchase a liquor license that is currently in escrow in Washtenaw County, MI, based upon records from the Michigan Liquor Control Commission as of 8/30/2017.

In the location that was Club Divine for many years, 17 North will be a restaurant, bar and music venue that attracts patrons from the EMU campus and local community. The goal is to provide top-notch food and entertainment in the heart of Ypsilanti, where I was born and raised...and thrived.

If you are interested in selling your liquor license, email me at 17NorthWashington@gmail.com.



**17 North**  
@17 North Washington  
Ypsilanti, MI 48197  
17NorthWashington@gmail.com  
(734) 796-6175

---

## MEMORANDUM

**Date:** 8/30/2017

**To:** Mark Finley, MJR Productions, Inc.  
3850 Vorhies Rd  
Ann Arbor, MI 48105

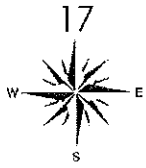
**From:** Melinda Ann O'Neill, President

**Re:** MI Liquor License in Escrow: Washtenaw County

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**17 North**  
@17 North Washington  
Ypsilanti, MI 48197  
17NorthWashington@gmail.com  
(734) 796-6175

---

## MEMORANDUM

**Date:** 8/30/2017

**To:** Andrew Epstein, Abrazalo, LLC  
4631 Midway Dr  
Ann Arbor, MI 48103

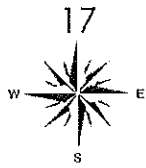
**From:** Melinda Ann O'Neill, President

**Re:** MI Liquor License in Escrow: Washtenaw County

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**17 North**  
@17 North Washington  
Ypsilanti, MI 48197  
17NorthWashington@gmail.com  
(734) 796-6175

---

## MEMORANDUM

**Date:** 8/30/2017

**To:** Erik Kolodzinski, LK, Inc.  
3167 Lake Haven Dr  
Ann Arbor, MI 48105

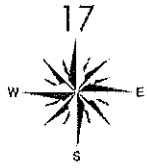
**From:** Melinda Ann O'Neill, President

**Re:** MI Liquor License in Escrow: Washtenaw County

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**17 North**  
@17 North Washington  
Ypsilanti, MI 48197  
17NorthWashington@gmail.com  
(734) 796-6175

---

## MEMORANDUM

**Date:** 8/30/2017

**To:** Andrew Copp, Artiki, Inc.  
2008 S State St  
Ann Arbor, MI 48103

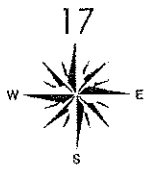
**From:** Melinda Ann O'Neill, President

**Re:** MI Liquor License in Escrow: Washtenaw County

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If you are interested in selling your liquor license, email me at 17NorthWashington@gmail.com.



**17 North**  
@17 North Washington  
Ypsilanti, MI 48197  
17NorthWashington@gmail.com  
(734) 796-6175

---

## MEMORANDUM

**Date:** 8/30/2017

**To:** The 107 Group, Inc.  
367 Rosebud Lane  
Saline, MI 48176

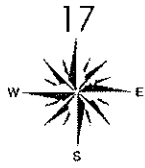
**From:** Melinda Ann O'Neill, President

**Re:** MI Liquor License in Escrow: Washtenaw County

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**17 North**  
@17 North Washington  
Ypsilanti, MI 48197  
17NorthWashington@gmail.com  
(734) 796-6175

---

## MEMORANDUM

**Date:** 8/30/2017

**To:** The Manchester Hotel Company, Inc.  
115 E Main St  
Manchester, MI 48158

**From:** Melinda Ann O'Neill, President

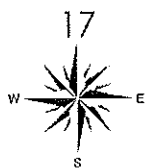
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17NorthWashington@gmail.com  
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---

## MEMORANDUM

**Date:** 8/30/2017

**To:** Terry B's, LLC  
7296 Ann Arbor St,  
Dexter, MI 48130

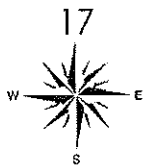
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## MEMORANDUM

**Date:** 8/30/2017

**To:** Theodore Kennedy  
TK Holdings, LLC  
7700 Jackson Rd,  
Ann Arbor, MI 48103

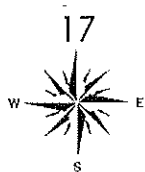
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## MEMORANDUM

**Date:** 8/30/2017

**To:** Mark Shaw  
Shaw Restaurants, Inc.  
3867 W Market Street, Suite 281  
Akron, OH 48333

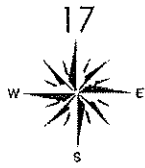
**From:** Melinda Ann O'Neill, President

**Re:** MI Liquor License in Escrow: Washtenaw County

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## MEMORANDUM

**Date:** 8/30/2017

**To:** Michigan Department of Treasury  
241 E Liberty St, Ann Arbor, MI 48104

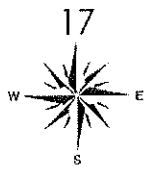
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---

## MEMORANDUM

**Date:** 8/30/2017

**To:** JBD Ann Arbor, LLC  
39572 Woodward Ave, Suite 222, Bloomfield Hills, MI 48304

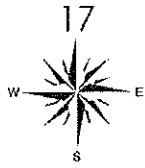
**From:** Melinda Ann O'Neill, President [REDACTED]

**Re:** MI Liquor License in Escrow: Washtenaw County

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## MEMORANDUM

**Date:** 8/30/2017

**To:** Argiero Brothers, LLC  
300 Detroit St, Ann Arbor, MI 48104

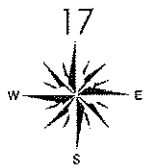
**From:** Melinda Ann O'Neill, President [REDACTED]

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---

## MEMORANDUM

**Date:** 8/30/2017

**To:** Evgeny Zhuravlev, 5Z Restaurants Ann Arbor, LLC  
1960 S. Hammond Lake Drive, Bloomfield Hills, MI 48302

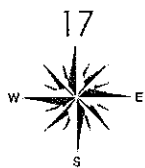
**From:** Melinda Ann O'Neill, President [REDACTED]

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---

## MEMORANDUM

**Date:** 8/30/2017

**To:** Troy Ontko, 303 S. Ashley, LLC  
303 S. Ashley St, Ann Arbor, MI 48104

**From:** Melinda Ann O'Neill, President

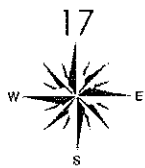
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## MEMORANDUM

**Date:** 8/30/2017

**To:** 303 S. Ashley, LLC  
303 S. Ashley St, Ann Arbor, MI 48104

**From:** Melinda Ann O'Neill, President

**Re:** MI Liquor License in Escrow: Washtenaw County

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**17 North Washington, Ypsilanti**  
**LEASE AGREEMENT**

(1) This Lease made this 9th day of August 2017 by and between

**17 N. Washington, LLC** the Lessor, hereinafter designated as the Landlord,  
And **Harmony Lane, LLC** the Lessee, hereinafter designated as the Tenant.

Description Of Premises

(2) **WITNESSETH:** The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated at:

to wit:                17 North Washington  
City of Ypsilanti, MI 48197  
Suite 100, 6,380 s.f.  
Suite Basement 1, 1,682 s.f.

Term

(3) For a term of August 1<sup>st</sup> 2017 to October 31<sup>st</sup> 2020

For the rent of said premises for said term, the sum of one hundred fifty two thousand seven hundred thirty six dollars (\$152,736) in lawful money of the United States payable in monthly installments in advance, upon the first day of each and every month as follows:

| <u>Period</u> |                  | <u>Annual Rent</u> | <u>Monthly Rent</u> |
|---------------|------------------|--------------------|---------------------|
| 4 Months      | 8/11/17-11/30/17 | \$0.00             | \$0.00              |
| Year 1        | 12/1/17-11/30/18 | \$60,000.00        | \$5,000.00          |
| Year 2        | 12/1/18-11/30/19 | \$60,000.00        | \$5,000.00          |
| Year 3        | 12/1/19-11/30/20 | \$60,000.00        | \$5,000.00          |

| <u>Option Period</u> |                  | <u>Annual Rent</u> | <u>Monthly Rent</u> |
|----------------------|------------------|--------------------|---------------------|
| Year 1               | 12/1/20-11/30/21 | \$61,800.00        | \$5,150.00          |
| Year 2               | 12/1/21-11/30/22 | \$63,654.00        | \$5,304.50          |
| Year 3               | 12/1/22-11/30/23 | \$65,568.00        | \$5,464.00          |

Rent

(4) The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times mentioned, the rent above reserved.

Late Charge

(5) Rents received after the 3rd of the month it is due, will be accompanied by a \$250.00 late charge.

(6) All payments of rent or other sums to be made to the landlord shall be made at such a place as the Landlord shall designate in writing from time to time.

Assignment

(7) The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate his lease and to reenter and repossess the leased premises.

Bankruptcy and Insolvency

(8) The Tenant agrees that if the estate created hereby shall be taken in execution, or by her other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord.

Right to Mortgage

(9) The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver any

demand such further instrument or instruments subordinating this lease to the lien of any such mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees.

Use and Occupancy (10) It is understood and agreed between parties hereto that said premises during the continuance of this lease shall be used and occupied for office and for no other purpose or purposes without the written consent of the landlord, and that the Tenant will not use the premises for any other purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at his option terminate this lease forthwith and reenter and repossess the leased premises through summary proceedings.

Fire (11) It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to tenantable condition; provided however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement or rental during the period of such resulting delay, and provides further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, his agents or employees, and provided further that if the Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefor against the Tenant, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may at his option terminate this lease forthwith by a written notice to the Tenant.

Repairs (12) The Landlord after receiving written notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workmen therefore agrees to keep in good order and repair the roof and the four outer walls of the premises including the doors, door frames, plumbing systems, and electrical systems.

The tenant agrees to maintain the air conditioning system that services this space, and window glass, window casing, window frames and windows, as necessary for the term of the lease.

Insurance (13) The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, or on said leased premises from any cause whatsoever; with the exception of incidents caused by the gross negligence of the Landlord or its representatives and Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of \$1,000,000.00 for damages resulting to one person and \$1,000,000.00 for damages resulting from one casualty, and \$1,000,000.00 property damages insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do, the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

Alterations & Repairs (14) The Tenant further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and ever part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements to said premises without the Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury, consistent with the foregoing. Provided, however, the Tenant may make certain de minimis improvements to the premises without Landlord's consent, such as painting and/or wall papering the interior of the premises. The Tenant covenants and agrees that if the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the demised premises at reasonable times and install or repair ductwork, shafts, pipes, wires and other appliances or make any repairs and/or alterations deemed by the Landlord essential to the use and occupancy of the other parts of the Landlord's building.

Eminent Domain (15) See Exhibit D

Reservation (16) The Landlord reserves the right of free access at all times to the roof of said leased premises and may not rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of the Landlord.

Care of Premises

(17) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises clean and free of rubbish and dirt at all times, and shall further agree that if they do not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt or other material removed, in which event the Tenant agrees to pay all charges that the Landlord shall pay for removing and hauling rubbish and dirt. Said charges shall be paid to the Landlord by the Tenant as soon as bill is presented to him and the Landlord shall have the same remedy as is provided in Paragraph 6 of this lease in the event of Tenant's failure to pay. Landlord shall be responsible for the care of the structure of the building, its systems, utilities that service the building and premises, elevators, common areas, sidewalks, drives, streets, alleys, yards, and parking lot.

(18) The Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

(19) The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, unless such damage shall be caused by the negligence or fault of Landlord, its agents, representatives or employees.

Re-Renting

(20) The Tenant hereby agrees that for a period commencing 90 days prior to the termination of this lease, the Landlord may show the premises to prospective Tenants.

Holding Over

(21) It is hereby agreed that per the Tenants request 60 days before the expiration of the Lease, and with Landlord approval, the Tenant hold over rate is 125% of the current lease rate after the termination of this lease. Thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

Utilities

(22) The Tenant will pay all charges made against said leased premises for electricity, gas, and water.

Advertising

(23) It is further agreed that all signs and advertising displayed in and about the premises, all which have exposure to common areas or the exterior of the building, shall be such only as to advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by Landlord.

Access to Premises

(24) The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. The Landlord shall contact or make every reasonable effort to notify tenant of entry to leased premises in a timely manner before entry. If the Landlord deems any repairs necessary he may demand that the Tenant make said repairs if they are the responsibility of the Tenant, and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at 8% per annum, and if he shall make default in such payment the landlord shall have the remedies provided in Paragraph 6 hereof.

Re-entry

(25) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, repossess the said premises and the Tenant and each and every occupant to remove and put out through appropriate summary proceedings with both Landlord and Tenant having the rights and remedies provided by Law.

Quiet Enjoyment

(26) The Landlord covenants that the said Tenant, on payment of all aforesaid installment and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

Expenses, Damages, Reentry

(27) In the event that the landlord shall, during the period covered by this lease, obtain possession of said premises by reentry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense caused by Tenant and only shall be liable for the same.

possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same.

- Remedies not Exclusive (28) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
- Waiver (29) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.
- Delay of Possession (30) It is understood that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above provided, by reason of the said premises not being ready occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, including delay of Tenant Improvements, the Landlord shall not be liable in damages to the Tenant therefor, but during the period the Tenant shall be unable to occupy said premises as herein before provided, the rental therefor shall be abated and the Landlord is to be sole judge as to when the premises are ready for occupancy.
- Notices (31) Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof is such notice to the Tenant is in writing addressed to the Tenant at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known Post Office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person. Notices may also be deemed secured if hand delivered or telefaxed with written acknowledgment of proof of service by the receiving party.
- (32) It is agreed that in this lease the word "he" shall be used as synonymous with the words "she", "it" and "they", and the word "his" synonymous with the words "her", "its" and "their".
- (33) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.
- Security Deposit (34) The Landlord herewith acknowledges the receipt of Five Thousand Dollars (\$5,000) which he is to retain as security for the faithful performance of all of the covenants, conditions and agreements of this lease, but in no event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for the Tenants' failure to perform the said covenants, conditions and agreements; the Landlord may so apply the security at his option; and the Landlord's right to the possession of the premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security.
- The said sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions and agreements of this lease is to be returned to the Tenant when this lease is terminated, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the premises and delivered possession to the Landlord.
- In the event that the Landlord repossesses himself of the said premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this lease, the Landlord may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obliged to keep the said security as a separate fund, but may mix the said security with his own funds.
- Exhibits (35) Exhibit A1 - Floor Plan for Entire Building & Suite 103
- (36) Exhibit B - Legal Description of Building
- (37) Exhibit C - Rules and Regulations
- (38) Exhibit D - Eminent Domain
- (39) Exhibit E - Landlord and Tenant Work

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

WITNESSED BY:

[REDACTED]

LANDLORD:

17 North Washington, LLC

[REDACTED]

Stewart W. Bear

TENANT:

Harmony Lane, LLC

[REDACTED]

[REDACTED]

18.14.17

Personally Guaranteed By:

Harmony Lane, LLC

[REDACTED]

[REDACTED]

18.14.17

EXHIBIT A  
ATTACHED

EXHIBIT B

#### LEGAL DESCRIPTION

17 North Washington, comprised of real property and improvements, is described as:

Land in the City of Ypsilanti, County of Washtenaw, Michigan, described as:

##### Parcel I

Commencing in the West line of Washington Street at the Northeast corner of Lot 83 in the Original Plat of the Village (now City) of Ypsilanti, as recorded in Transcripts, Pages 162 and 163, Washington County Records; thence running South along West line of said street, 66 feet 4 1/2 inches to North line of brick building; thence West 120 feet, thence North 66 feet 4 1/2 inches to North line said Lot 83; thence East 120 feet to Point of Beginning, together with right of way in and over strip of land 10 feet in width running South 52 feet 1 1/2 inches from Southwest corner of said above described premises to an ally running East and West,

##### Parcel II

The South 24.15 feet of the East 110 feet of Lot 86 in the Original Plat of the village (now City) of Ypsilanti, as recorded in Transcripts, pages 162 and 163, Washington County Records.

Commonly known as: 17 North Washington Street, Ypsilanti, MI 48197

Together with all tenements, hereditaments, improvements, and appurtenances, subject to any applicable building and use restrictions and to any easements affecting the land.

## EXHIBIT C

### RULES AND REGULATIONS

This Lease is subject to the following Rules and Regulations, which are made a part hereof and **shall be uniformly and consistently applied to all occupants of the building:**

FIRST. Tenants, their agents, employees or visitors, shall not in any way obstruct the sidewalks, entry passages, corridors, halls, stairways or elevators, or use the same in any other way than as a means of passage to and from their respective premises, nor permit anything to be done in the premises, nor bring nor keep anything therein, which may in any way increase or tend to increase the rate of fire insurance for the Building, or which may obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or which may conflict with the regulations of the Fire Department or with any rules or ordinances established by the Board of Health; and they shall not make or permit any offensive noises or odors, nor smoke in the elevators or other places designated to be smoke-free, nor throw substances of any kind out of the windows or doors, or down passage ways, nor bring into nor keep within the Building any dogs, cats, or animals of any kind (other than properly-trained leader dogs).

SECOND. Tenants may not install, leave, or store equipment, supplies, furniture or trash in the common areas of the Building (i.e., outside their Leased Premises).

THIRD. Tenant shall not place any merchandise, fixtures or any other thing whatsoever so as to be exposed through the exterior windows of the Leased Premises. Tenant shall not allow anything to be placed against or near any glass in the partitions between the Leased Premises and the halls and corridors. If Tenant is provided with show windows opening either on the street or on the halls, lobbies or corridors of the Building, Tenant shall at all times keep the same in a neat and attractive condition, with a display of goods containing nothing which Landlord shall consider objectionable, and shall keep said display sufficiently illuminated during ordinary business hours whenever and wherever such illumination is necessary for the purpose of the proper and attractive exhibition of such display.

FOURTH. The lavatory facilities shall not be used for and purpose other than that which they were constructed, and no rubbish, ashes, newspapers, tobacco or any other substances of any kind shall be thrown into them.

FIFTH. Tenant shall not use signs or displays in or about the Building except as are specifically in writing approved by Landlord as to character, size form, quality and location.

SIXTH. When electric wiring of any kind is used in the Leased Premises it must be connected as directed by Landlord, and no boring or cutting for the wires will be allowed except with the consent of the Landlord.

SEVENTH. Landlord may prescribe the maximum weight and size of all safes and other heavy equipment brought into the Building. All safes and heavy equipment shall stand on supports of such size as shall be designated by Landlord.

EIGHTH. All keys shall be returned by Tenant upon termination of tenancy. No additional lock or locks shall be placed by Tenant on any door in the Leased Premises or Building unless written consent of the Landlord shall have first been obtained, and if so obtained Tenant shall provide to Landlord (to permit emergency access) two (2) extra keys for each additional lock.

NINTH. The Landlord shall contact or make every reasonable effort to notify tenant of entry to leased premises in a timely manner before entry. Landlord shall have the right to enter the Leased Premises at all reasonable hours to perform necessary services or to make such repairs or alterations as shall be deemed necessary for the safety or preservation of the Building, and also at any time during the last six months of any tenancy, to exhibit the Leased Premises to prospective tenants.

TENTH. The Lease Premises shall be used only for purposes as described in Paragraph 10. "Use and Occupancy", of this Lease.

ELEVENTH. Landlord (or Landlord's property manager) will not be liable or responsible for lost or stolen money, jewelry or other personal property from any Tenants Leased Area or public areas of the Building unless occasioned by the gross

TWELFTH. Tenant shall provide Landlord's property manager with names and telephone numbers of individuals who should be contacted in an emergency.

THIRTEENTH. Landlord reserves the right to make such other or further reasonable rules and regulations as in its judgment many from time to time be necessary or desirable for the safety, care and cleanliness of the Building, and for the preservation of good order therein.

FOURTEENTH. Landlord may prescribe reasonable security measures for the Building and Tenant shall cooperate with Landlord's security personnel. Landlord may issue passes to Tenant and it's employees and may deny access to the Building to **persons not authorized by the Tenant** after customary business hours and on weekends. The customary business hours of the Building shall be 8:00 a.m. until 4:00 a.m.

FIFTEENTH. Landlord reserves the right, but shall not be held obligated, to eject from the Building any or all solicitors, and also other persons who conduct themselves in such a manner as in the opinion of Landlord to be an annoyance to any of the tenants of the Building or to interfere with the operation of the Building.

SIXTEENTH. No smoking is allowed in the Premises or elsewhere in the building including other tenant spaces and common areas including hallways, stairwells, basement, and vestibules. Tenant shall notify its employees, clients and guests of this policy. Failure to enforce this policy will create a violation of Landlord's insurance regulations.

#### EXHIBIT D

##### EMINENT DOMAIN

If the whole or any substantial part of the Leased Premises shall be taken by any public authority under the power of eminent domain, under any similar power, or by any purchase in lieu thereof, then the term of this Lease shall cease on parts so taken as of the date possession of that part shall be required for public use, and, in the case of a partial taking, either Landlord or Tenant may terminate this Lease as to the balance of the Leased Premises upon thirty (30) days prior written notice to the other party, which notice shall be delivered within sixty (60) days following the date notice is received of such taking. In the event that neither party shall terminate this Lease, the Landlord shall make all necessary repairs to the Leased Premises and the Building to render and restore the same to a complete architectural unit, and Tenant shall continue in possession of the portion of the Leased Premises not taken for public use, and such possession shall be under the same terms and conditions as provided in this Lease, except that the Base Rent and Tenant's Share of Applicable Taxes, Operating Expenses and Utility Expenses, shall be adjusted to reflect such taking. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the Landlord shall not be entitled to any separated award (or payment) made to Tenant for removal and re-installation of Tenant's fixtures or moving expenses.

#### EXHIBIT E

##### LANDLORD AND TENANT WORK

###### **Landlord Work:**

- Make sure the HVAC units for the space are in good working order
- Make sure the Water Heat for the space is in good working order
- Remove wall between the kitchen and the main space.

###### **Tenant Work:**

- All other work to occupy and use the space as a restaurant and event space.



# BEAL PROPERTIES LLC - 17 N. WASHINGTON

COORDINATION WORKSHOP

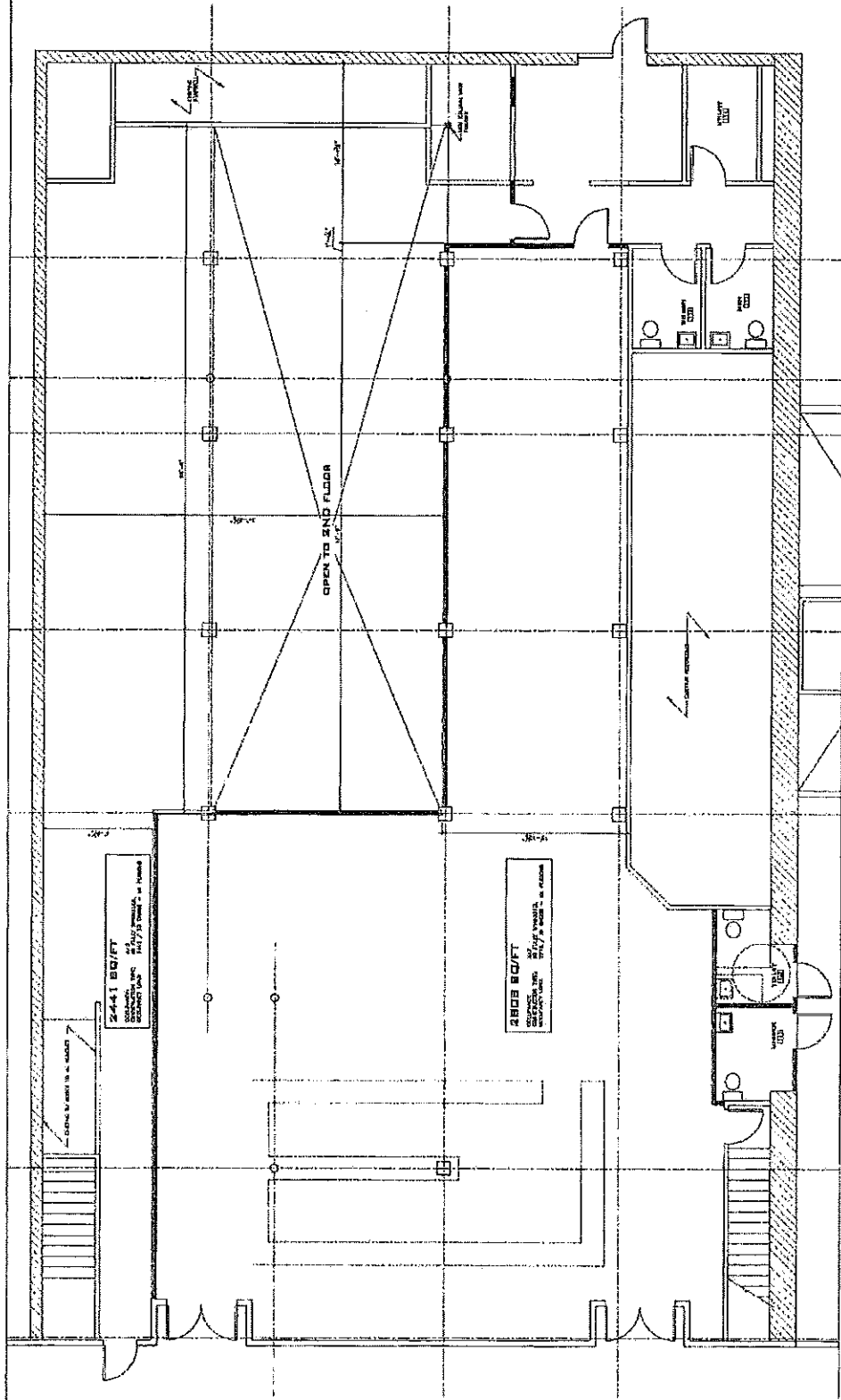
BEAL PROPERTIES LLC  
17 N. WASHINGTON

| DATE    | REVISION | BY         | APP'D |
|---------|----------|------------|-------|
| 10/1/11 | 1        | W. J. BEAL |       |
| 10/1/11 | 2        | W. J. BEAL |       |
| 10/1/11 | 3        | W. J. BEAL |       |
| 10/1/11 | 4        | W. J. BEAL |       |
| 10/1/11 | 5        | W. J. BEAL |       |

| DATE    | REVISION | BY         | APP'D |
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| 10/1/11 | 1        | W. J. BEAL |       |
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| 10/1/11 | 4        | W. J. BEAL |       |
| 10/1/11 | 5        | W. J. BEAL |       |

FLOOR PLAN  
CODE INFO, DETAILS

A1.1



EXTRACT: SEE COMPLETION WORKSHOP

## Subdivision II: Center (C)

### Sec. 122-445. Purpose.

These are mixed-use areas with historic buildings. These are the places where people shop, go to school, live, come to work, visit, drop by City Hall, eat, gather and have fun. They host events that bring thousands of visitors each year and bring the City together as a community. The intent of the zoning district is preserve the urban form, walkable nature and vibrant mix of uses in these areas.

### Sec. 122-446. Permissible Uses.

In the Center district, no uses shall be permitted except the following.

| <i>P=Principal, A=Accessory, S=Special Land Use</i>                    |   |                                                                                           |                                                             |
|------------------------------------------------------------------------|---|-------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| USES                                                                   | C | NOTES                                                                                     | SPECIFIC REGULATIONS                                        |
| <b>RESIDENTIAL</b>                                                     |   |                                                                                           |                                                             |
| Single-family attached dwellings                                       | P |                                                                                           | In "Townhome" building type only                            |
| Multiple Family Dwellings                                              | P |                                                                                           | In "Apartment Building" building type only                  |
| Apartments located above ground floor of permitted nonresidential uses | P |                                                                                           |                                                             |
| Home Occupation                                                        | A |                                                                                           | Section 122-527                                             |
| <b>RECREATION, EDUCATION &amp; PUBLIC ASSEMBLY USES</b>                |   |                                                                                           |                                                             |
| Museums & libraries                                                    | P |                                                                                           |                                                             |
| Parks                                                                  | P |                                                                                           |                                                             |
| Public Art                                                             | A |                                                                                           |                                                             |
| Indoor recreation                                                      | P |                                                                                           |                                                             |
| Performance venues/theaters                                            | P |                                                                                           |                                                             |
| Municipal, county, regional & state service uses                       | P | Only subject to State regulations regarding location and construction.                    | Section 122-535                                             |
| Post-secondary educational institutions (public & private)             | P | Public schools are only subject to State regulations regarding location and construction. | Section 122-545                                             |
| <b>INFRASTRUCTURE</b>                                                  |   |                                                                                           |                                                             |
| Essential Services                                                     | P |                                                                                           | Section 122-523                                             |
| Communication Devices                                                  | A |                                                                                           | Article V, Division 3                                       |
| Alternative Energy                                                     | A |                                                                                           | Section 122-513                                             |
| Public & Private Transportation Passenger Terminals                    | S |                                                                                           | Section 122-541                                             |
| <b>SERVICES</b>                                                        |   |                                                                                           |                                                             |
| Business and professional offices and services                         | P |                                                                                           |                                                             |
| Financial services, including banks                                    | P |                                                                                           | No drive through or drive-in facilities are permitted in C. |
| Personal service establishments                                        | P |                                                                                           |                                                             |
| Body Art Facilities                                                    | P |                                                                                           |                                                             |

| <i>P=Principal, A=Accessory, S=Special Land Use</i>                                                                                                     |   |                                                           |                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------|-------------------------------------------------------------|
| USES                                                                                                                                                    | C | NOTES                                                     | SPECIFIC REGULATIONS                                        |
| Printing services, including but not limited to: publishing, engraving, photo development, lithographing, silk screening and three-dimensional printing | S |                                                           |                                                             |
| Hotels & motels                                                                                                                                         | P |                                                           |                                                             |
| Child Care Centers                                                                                                                                      | P |                                                           | Section 122-521                                             |
| Laundromats and dry cleaners                                                                                                                            | P |                                                           | No dry cleaning on premises.                                |
| Medical or dental clinics                                                                                                                               | P |                                                           |                                                             |
| Medical Marijuana Dispensary                                                                                                                            | P |                                                           | Section 122-532                                             |
| Catering services                                                                                                                                       | A |                                                           |                                                             |
| Self-storage                                                                                                                                            | S |                                                           | Section 122-546                                             |
| <b>COMMERCIAL</b>                                                                                                                                       |   |                                                           |                                                             |
| Retail stores                                                                                                                                           | P |                                                           |                                                             |
| Resale stores                                                                                                                                           | P |                                                           |                                                             |
| Arts & crafts studios                                                                                                                                   | P |                                                           |                                                             |
| Food stores, excluding sale of alcohol                                                                                                                  | P |                                                           |                                                             |
| Food stores less than 15,000 square feet, with sale of alcohol                                                                                          | S |                                                           |                                                             |
| Food stores greater than 15,000 square feet, with sale of alcohol                                                                                       | P |                                                           |                                                             |
| Farmers' market and other open-air markets                                                                                                              | P |                                                           |                                                             |
| Auction houses                                                                                                                                          | P |                                                           | Section 122-514                                             |
| <b>RESTAURANTS</b>                                                                                                                                      |   |                                                           |                                                             |
| Carry-out and/or delivery restaurant                                                                                                                    | P |                                                           |                                                             |
| Café or coffee shop                                                                                                                                     | P |                                                           |                                                             |
| Sit-down                                                                                                                                                | P |                                                           |                                                             |
| Bar/Lounge                                                                                                                                              | P |                                                           |                                                             |
| Tasting room and/or restaurant                                                                                                                          | A |                                                           | Carry-out sales allowed with proper licenses.               |
| Outdoor cafes                                                                                                                                           | A |                                                           | Section 122-540                                             |
| Fast Food                                                                                                                                               | P |                                                           | No drive through or drive-in facilities are permitted in C. |
| <b>AUTO-ORIENTED</b>                                                                                                                                    |   |                                                           |                                                             |
| Parking lot                                                                                                                                             | S | Permitted as an accessory use without special use permit. | Section 122-519                                             |
| Parking Garage                                                                                                                                          | S |                                                           | Section 122-518                                             |
| Automobile Share Parking                                                                                                                                | A |                                                           |                                                             |
| <b>PRODUCTION, MANUFACTURING &amp; DISTRIBUTION</b>                                                                                                     |   |                                                           |                                                             |
| Microbrewer/ small distiller /small wine maker                                                                                                          | P |                                                           | Carry-out sales allowed with proper licenses.               |
| <b>TEMPORARY USES</b>                                                                                                                                   |   |                                                           |                                                             |
| Mobile Food Establishments                                                                                                                              | P |                                                           | Section 122-335                                             |

# Zoning Map, City of Ypsilanti

## Washtenaw County, Michigan

### C3

## Zoning Classifications

### Planned Unit Developments

 PUD: Planned Unit Development

### Limited Building Types

-  AB: Apartment Building
-  CS: Commercial Mixed-Use Small
-  MA: Mansion
-  SC: Single-story Commercial
-  SC, CS: Single-story Commercial, Small Mixed-Use
-  TH, AB, CA: Townhouse, Apt Bldg, Courtyard Apt
-  TH, AH, AB: Townhouse, Apt House, Apt Bldg

### Districts

-  HHS - Health and Human Services
-  R-1 - Single-Family Residential
-  CN-SF Core Neighborhood Single-Family
-  CN-Mid Core Neighborhood Mid
-  CN - Core Neighborhood
-  NC - Neighborhood Corridor
-  HC - Historic Corridor
-  GC - General Corridor
-  C - Center
-  PMD - Production, Manufacturing, Distribution
-  MD - Multi-Dwelling
-  Eastern Michigan University
-  P - Park



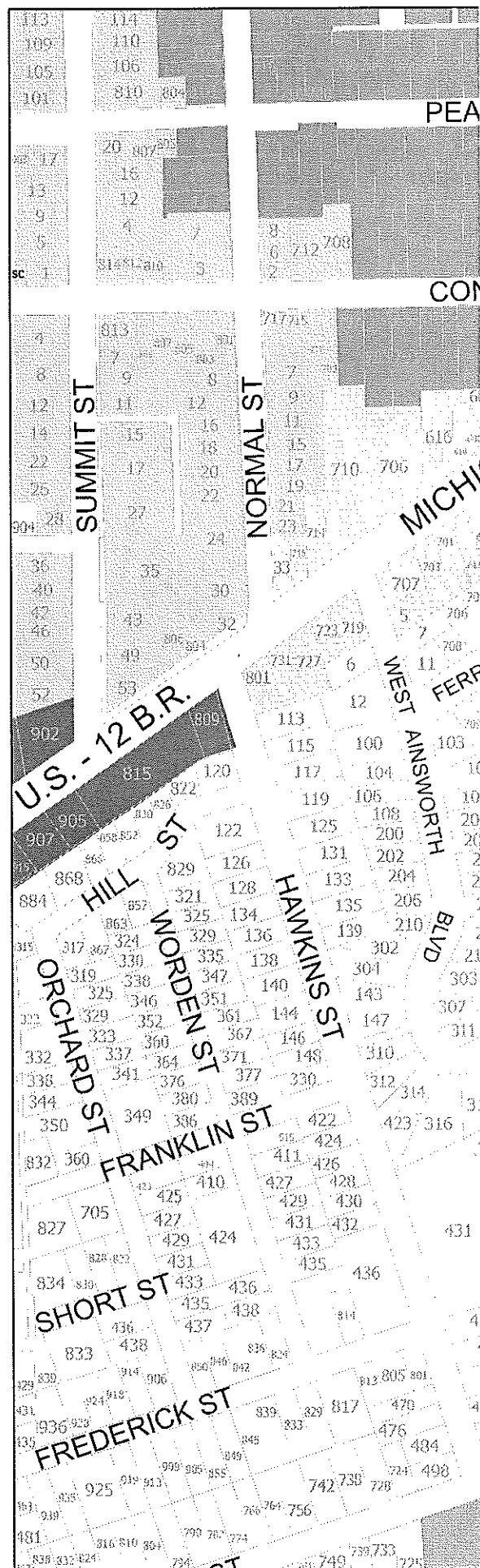
**Adopted 15 December 2014**

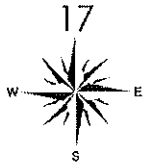
0 0.05 0.1 0.2 Miles



MAYOR SIGNATURE

CLERK SIGNATURE





**17 North**  
@17 North Washington  
Ypsilanti, MI 48197  
17NorthWashington@gmail.com  
(734) 796-6175

---

## MEMORANDUM

**Date:** 9/5/2017

**To:** Joseph Meyers  
Community Development Manager  
Ypsilanti Downtown Development Authority  
1 S Huron St  
Ypsilanti, MI 48197

**From:** Melinda Ann O'Neill, Preside

**Re:** Assurance of Compliance with Washtenaw County

Pursuant to the application requirements of the Ypsilanti Downtown Development Authority (YDDA) for a new/transfer liquor license, 17 North applicant understands and will comply with the City of Ypsilanti's ordinance prohibiting public nudity, and is aware 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.

| Beal Properties work for 17 N Washington |                |                                                                                                     |
|------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------|
| Work                                     | Estimated Cost | Work Discription                                                                                    |
| <b>To be copleted</b>                    |                |                                                                                                     |
| HVAC                                     | \$25,000       | Install new roof top mounted heating and air condition                                              |
| Remove Wall And Relocat Cooler           | \$25,000       | Conect 17 N Washington main space to kitchen and mo cooler over to acoomadate new entry to kitchen. |
| Replace Roof                             | \$70,000       | Quote attached                                                                                      |
| Seperatly Metering Builing               | \$10,000       | Seperatly meter building 1st floor, 2nd floor and basem units on new floor plan are all separate.   |
| <b>Work Allredy Completed</b>            |                |                                                                                                     |
| Water Heater                             | \$8,086.27     | Pluming professors invoice attached                                                                 |

11 Clean up and haul away all debris

12 Taxes and permits included

\* 13 10 free sheets of OSB

14 10 year free workmanship warranty / 20 year material warranty

15 GAF 10/20 manufacture defect warranty total \$1836.00

16 \$30,000 down and the rest on completion

NOTE: Remove Dish and haul away.  
Remove Sky lights and haul away. (Framing crews or install new)  
Seal all fasteners and drains. (Screws and TDS cost)

We PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

dollars \$ 74600.00

Payment to be made as follows:

Replacement wood cost \$2.50 per linear foot 1x6; \$45.00 per 4x8 sheathing.

### GENERAL TERMS AND CONDITIONS

The above stated Customer ("Customer") agrees to the terms set forth above and to the Terms and Conditions set forth below and on the reverse side hereof as the agreement between Customer and Tittle Brothers Construction, L.L.C. ("Tittle Brothers") referred to as the "Agreement."

Payment: Customer shall pay the entire balance due and any other portion of the project that remains unpaid upon completion of the work described herein. Customer agrees that all materials, equipment or any other property for the project, wherever located, including, installed at the location directed by Customer, shall remain the sole and exclusive property of Tittle Brothers and title to such property shall only transfer upon full payment received by Tittle Brothers. In the event Customer fails to make full and timely payment, Tittle Brothers, in addition to all other remedies provided by law, shall have the right to file a lien against Customer's real property or the real property where such work on the project was performed, to the extent of all amounts owed under this Agreement. Tittle Brothers shall be entitled to reimbursement by Customer of reasonable costs and expenses incurred for enforcement of this Agreement, including, without limitation, reasonable attorney fees. All Deposits are non-refundable. No modification, changes, additions or alteration of this Agreement shall be deemed effective unless in writing signed by the Customer and Tittle Brothers.

Condition: This Agreement is expressly conditioned upon Customer's signature and acceptance by Tittle Brothers by written acknowledgment below.

Customer's Signature

Date

Signature

Date

6-21-17

Transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. Additionally, the seller is prohibited from having an independent courier service or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel the transaction.

ADDITIONAL GENERAL TERMS AND CONDITIONS CONTINUED ON BACK

ATTN: Geoff

Beal Construction

221 Felch St.

Ann Arbor, MI 48103

PHONE: 734-662-6133

EMAIL: [gvanthof@gobeal.com](mailto:gvanthof@gobeal.com)

ELECTRICAL INVOICE

Friday, June 2, 2017

INVOICE#RSC2 90

PO#



22511 TELEGRAPH RD SUIT 206 SOUTHFIELD MI 48033

TEL (877) 627-8420 FAX (743) 446-2732

EMAIL: [OFFICE@MMELECTRICMICHIGAN.COM](mailto:OFFICE@MMELECTRICMICHIGAN.COM)

WEB: [MMELECTRICMI.COM](http://MMELECTRICMI.COM)

**RE 23.N WASHINGTON YPSILANTI MI.**

- 1) REWORK EXISTING ELECTRICAL FOR NEW SPECS.
- 2) FURNISH AND INSTALL 1-200 AMP ELECTRICAL PANEL.
- 3) FURNISH AND INSTALL ELECTRICAL AS PER PRINTS.
- 4) CHECK FOR PROPER OPERATION.
- 5) ADDITIONAL PARTS (NO LABOR)= \$413.78

**NOTE:**

**TOTAL**

\$8,086 27

Send payment to PO Box 401403, Redford MI 48240

SIGN \_\_\_\_\_ DATE \_\_\_\_\_

WORK PERFORMED BY M & M ELECTRIC CO. IS GUARANTEED FOR ONE YEAR, THIS DOES NOT INCLUDE PARTS OR EQUIPMENT FAILURE.



# ANGLE

## BUILDERS

We propose to furnish labor and materials to complete the interior remodel work at 17 North Washington

-strip sand and refinish 1800 sq ft of wood strip flooring to include patch work and all prep, leveling and fill ins.

-install 3800sq ft of new laminate flooring to include all floor repair, fill in, leveling, sanding and all finish trims.

-install epoxy tapered floor at Washington street entrances

Flooring price \$38,875

-repair all ceiling and wall drywall to include tear out disposal and replacement of approximately 1600 sq ft of damaged ceiling drywall, hang new board, tape, finish, sand, prime and paint.

Wall and ceiling repair price \$17,760

-reinstall and hook up all plumbing fixtures 11 toilets 3 urinals 10 hand wash sinks

-rough in and finish plumb (3) 3 compartment bar sinks with faucets

-rough in (1) 3 compartment sink and (1) hand wash sink in kitchen

- rough in icemaker with drain

-snake all existing drains as needed and repair all supply lines as needed

Plumbing \$13,650

-map out and trouble shoot entire building fix as necessary, replace all stage lighting, remove all unused accent lighting

Electrical \$14,000

Grand Total \$84,285

---

JOSHUA R. ANGLE ... LICENSED BUILDER ... 1435 BLOSSOM ... YPSILANTI ... MI

(734) 323-8870

## 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 <fmcnullan@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 28<sup>th</sup> 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](mailto: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

IMPORTANT: THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS ATTORNEY PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE TO ARRANGE FOR THE RETURN OF THE ORIGINAL MESSAGE TO US VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

**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 <fmcnullan@cityofypsilanti.com>  
**Subject:** RE: Liquor License Department Approval

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Thanks,

Andrew Hellenga  
Deputy City Clerk  
City of Ypsilanti

## Andrew Hellenga

---

**From:** Max Anthouard  
**Sent:** Thursday, October 26, 2017 11:13 AM  
**To:** Andrew Hellenga; Joe Meyers; Frank Daniels, Jr.; Tony DeGiusti; Bonnie Wessler; Beth Ernat; Courtney Dugger; jbarr@barrlawfirm.com; 'DDuchene@barrlawfirm.com'; Kimberly Teamer  
**Cc:** Darwin McClary; Frances McMullan  
**Subject:** RE: RE: Liquor License Department Approval

Approved pending plan review. The building dept. did not received the plan yet.

Max

**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 28<sup>th</sup> 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](mailto:ahellenga@cityofypsilanti.com)



## Andrew Hellenga

---

**From:** Joe Meyers  
**Sent:** Thursday, October 26, 2017 8:33 AM  
**To:** Andrew Hellenga; Frank Daniels, Jr.; Max Anthouard; Tony DeGiusti; Bonnie Wessler; Beth Ernat; Courtney Dugger; [jbarr@barrlawfirm.com](mailto:jbarr@barrlawfirm.com); [DDuchene@barrlawfirm.com](mailto:DDuchene@barrlawfirm.com); Kimberly Teamer  
**Cc:** Darwin McClary; Frances McMullan  
**Subject:** RE: RE: Liquor License Department Approval

The DDA and Planning Department has no issues with either of these.

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

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1 South Huron  
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Email: [ahellenga@cityofypsilanti.com](mailto:ahellenga@cityofypsilanti.com)



## 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 <fmcnullan@cityofypsilanti.com>  
**Subject:** RE: Liquor License Department Approval

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1 South Huron  
Phone: (734) 483-1100  
Email: [ahellenga@cityofypsilanti.com](mailto:ahellenga@cityofypsilanti.com)



## 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](mailto:fdanielsjr@cityofypsilanti.com)  
[www.cityofypsilanti.com](http://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

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Thanks,

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



Resolution No. 2017 –265  
November 28, 2017

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

THAT the public hearing to consider the proposed Redevelopment Liquor License for Harmony Lane, LLC located at 17 North Washington be **officially closed**.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE:





Resolution No. 2017- 266  
November 28, 2017

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

That the following items be approved:

1. Resolution No. 2017-267, approving Ordinance 1296, an ordinance to amend Ypsilanti City Code Chapter 6, "Alcoholic Liquor" to be consistent with State Law and setting forth the penalties. **(Second Reading)**
2. Resolution No. 2017-268, approving Ordinance 1297, 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". **(Second Reading)**
3. Resolution No. 2017-269, approving Ordinance 1298, an ordinance to amend Chapter 7, "Medical Marijuana" of the Ypsilanti City Code. **(Second Reading)**
4. Resolution No. 2017-270, approving the minutes of November 13<sup>th</sup> and November 14<sup>th</sup>, 2017.
5. Resolution No. 2017-271, authorizing the Finance Department to proceed in processing payments to cover the Ypsilanti Fire Department's YFD Engine-3 equipment damages.
6. Resolution No. 2017-272, approving purchase of two (2) 2018 Ford Police Interceptors.

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  
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. 2017-267  
November 28, 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 **Second and Final 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 names 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, upon 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: \_\_\_\_\_



**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:



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

November 22, 2017
Page 2



Resolution No. 2017 - 268
November 28, 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 on **Second and Final Reading**.

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-~~94~~. - 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 contact 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-~~56~~—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: _____



**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: dduchene@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: November 22, 2017

FROM: Daniel J DuChene, Assistant City Attorney

SUBJECT: Amendments with Regard to Medical Marijuana – Second Reading

SUMMARY/BACKGROUND

At its last meeting, City Council approved an ordinance to amend Chapter 7 of the City Code regarding medical marijuana on first reading. These amendments were to incorporate the applicable changes to state law concerning licensing facilities into our current processes and procedures and to maintain the status quo with regard to current businesses located in the City.

There has been a proposed change to the ordinance for second reading regarding applications for permits under the new process, in that current City-licensed facilities will have until February 1, 2018 to apply for a City permit and all others may apply as of March 1, 2018. The previous dates were January 1 and February 1, 2018 respectively. This proposed change on second reading is to allow staff time to prepare for the changes and applicants time to apply.

ATTACHMENTS: Proposed Ordinance

RECOMMENDED ACTION: Adoption of the ordinance

DATE RECEIVED: _____ AGENDA ITEM NO. _____

CITY MANAGER COMMENTS:

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL _____



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

November 22, 2017
Page 2



RESOLUTION NO. 2017-269
November 28, 2017

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 **Second and Final 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 mMarihuana 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 mMarihuana 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 ~~mMarihuana~~ 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 Marijuana Facilities Licensing Act, Public Act 281 of 2016, MCL 333.27101 to 333.27801.

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

MTA means the Marijuana 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 Marijuana 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 mMarihuana dispensary and medical marijuana growing/manufacturing fFacility~~ in the city without first applying for and receiving a licensepermit 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 February 1, 2018. No other applications will be accepted by the city until 45 days after the effective date of this articleMarch 1, 2018. Within 30 days after an 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.

(ed) The number of licensespermits issued and renewed in any year shall be capped at sixseven for medical marijuana dispensaries Provisioning Centers and three for medical marijuana growing/manufacturing facilities Growers/Processors.

(de) Effective June 15, 2018, aAny licensepermit shall automatically terminate and become void if the licensed-use permitted by this Chapter stops for 90 days or more.

(ef) A licensepermit shall be issued or renewed upon payment of the required fee and submission of a completed application in compliance with the provisions of this articleChapter, and compliance with all provisions and requirements of this articleChapter, 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.

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

(gh) The licensepermit requirements set forth in this articleChapter 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.

(hi) 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.

(ij) All ~~licensed medical m~~Marihuana ~~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 Ffacility 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~~Marihuana ~~dispensary or medical marijuana growing/manufacturing f~~Facility, 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~~Marihuana ~~dispensary or medical marijuana growing/manufacturing f~~Facility, 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 licensepermit, 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 fFacility site, the proximity of the site to any school, or existing Marihuana dispensary, or existing growing fFacility 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 licensepermit 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 licensepermit being issued, and is required before opening of the Marihuana fFacility.

(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 licensepermit will be used, and that a violation on the premises may be cause for objecting to renewal of the licensepermit, or for requesting revocation of the licensepermit.

(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 fFacility 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 Facilitydispensary, 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 MMA 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. 2017-270
November 28, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of November 13th and November 14th, 2017 be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



**CITY OF YPSILANTI
WORK SESSION
CITY COUNCIL CHAMBERS – ONE SOUTH HURON ST.
YPSILANTI, MI 48197
MONDAY, NOVEMBER 13, 2017
7:00 p.m.**

I. CALL TO ORDER –

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

II. ROLL CALL –

Council Member Bashert	Present	Council Member Robb	Present
Mayor Pro-Tem Brown	Present (7:02)	Council Member Vogt	Absent
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, supported by Council Member Richardson to approve the agenda as presented.

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

VI. INTRODUCTIONS –

Mayor Edmonds introduced the following individuals; City Manager Darwin McClary, City Attorney John Barr, City Clerk Frances McMullan, Economic Development Director Beth Ernat, and Fiscal Services Director Marilou Uy.

VII. PRESENTATIONS –

International Village Development Update – Economic Development Director Beth Ernat

Economic Development Director Beth Ernat provided a presentation regarding the International Village Development. She stated International Village is attempting to assemble a new development team, however, she does not feel a development agreement will be made by December 31st, nor would she recommend extending the purchase agreement. If a new team is developed it is her recommendation to restart the process.

Council Member Richardson asked if the deal is essentially dead. Ms. Ernat replied she doesn't think she can commit to that at this point because there is an active purchase agreement.

Council Member Murdock asked if she could put her recommendation into a motion for tomorrow's Council Meeting. Mayor Edmonds asked what would be the purpose of the motion. Mr. Murdock responded because a development agreement will not be made by the end of the year and the developer seems to be disorganized. The motion, essentially, would move the city on from the deal. Ms. Ernat replied the purchase agreement includes language to sever the agreement, but if there is no action by December 31st the agreement dissolves. City Attorney John Barr stated it appears the players of this development are falling by the wayside. However, the city does have an agreement with the developer and the ball is in their court. Unless the developer brings something substantial to the table between now and the December 31st the agreement would terminate.

Council Member Bashert asked if the city allows the purchase agreement to dissolve the city would have no liability. Mr. Barr responded if the city takes no action the purchase agreement will end on its own terms.

Council Member Richardson asked if the purchase agreement would allow the city to approve a resolution terminating the agreement. Mr. Barr responded he would not recommend that course. If Council wishes the city could request the developer for a mutual termination. Mayor Edmonds added if the development agreement is not on a Council agenda it would indicate Council is not moving forward with the agreement.

Council Member Murdock stated the development team has disbanded, and asked if Ms. Ernat has met with the remaining members of the team regarding the development agreement. Ms. Ernat responded no. The Attorney's Office has spoken with the development team's attorney who did have information at that time. The Attorney's Office asked the development team's attorney to contact them if additional information was uncovered. Mr. Murdock stated given all the interest in this development he would like to have a statement from Council this development will terminate on December 31st. In the meantime the city needs to prepare to put Water Street back on the market. Ms. Ernat recommended her preparing a statement she could provide to Council during tomorrow's meeting, and if Council agrees the statement could be released.

Council Member Robb stated Council approved a resolution that would require Council be provided with updates regarding this development. Simply because this development seems to be ending does not mean Council should not be meeting to development a community benefits agreement. He asked if meetings have been scheduled for those discussions. Ms. Ernat believes a draft of that agreement will be brought to Council during the November 28th meeting. Council Member Richardson stated she has been meeting with Assistant City Attorney Dan DuChene regarding this ordinance, and it would be a pre-draft. Mr. Robb asked if the ordinance or an agreement is being referenced. Ms. Ernat responded the ordinance. Mr. Robb stated he is referencing the agreement, not the ordinance. Ms. Ernat stated it has been internally discussed that enabling legislation needs to be present prior to an agreement. The enabling legislation can identify that and the city can arbitrate and how to do that. The thought process is to bring a pre-draft of the ordinance to Council, through that process have discussions of what would be desired in a community benefits agreement.

Council Member Robb asked how many EB-5 investors are there. Ms. Ernat responded she does not have a current listing. Mr. Robb asked whose responsibility it would be to create the regional center. Ms. Ernat responded it would not be created by the city. Mr. Robb asked what the mechanism is for being created. Ms. Ernat responded the regional center is able to be created through EB-5 affiliates. Mr. Robb asked if the city is able to execute the sale by the end of the year would there be any other steps needed for this project. Ms. Ernat responded it would occur in that regional center.

Council Member Bashert stated she is conscious that the city received bad press over the International Village Development. She wants to be certain a clear message is sent regarding why this development is not moving forward, and continue to market Water Street. Ms. Ernat stated if the city does not proceed in December, it would be prudent to establish specific guidelines and understanding of how to

move development projects forward at the beginning of the year. Ms. Bashert stated she wants to be clear she is not criticizing when and how the International Development was brought forward, she is more worried about how the media responds.

Council Member Bashert asked if Ms. Ernat has a sense of why the development team disbanded. Ms. Ernat responded no.

VIII. AUDIENCE PARTICIPATION –

1. Jim Sundberg, 1309 Collegewood, commended Council Member Robb's approach to help define what the community benefits ordinance/agreement might be for this opportunity. If the overall benefits are not kept in mind it is very difficult to judge what developments will work in the city. The fact that much of the development is pulling out is indicative of the problem facing this opportunity. Developments need people with real on the ground experience and success in this area. The attractions of this city can be marketed and hopefully produce competing proposals.
2. Cheryl Farmer, 214 N. Huron, stated she is not sure if Council Member Robb speaking to Council Member Richardson in the manner he did was sign of white male privilege, or smartest guy in the room syndrome. She was very sorry to see how Council Member Richardson was talked over while she had the floor. She said there are three issues related to the proposed development; first if the developer misled members of Council and city staff regarding the financing of the fact finding trip to China. Secondly whether this development would be good for Ypsilanti and third does the city have the capacity for a project of this scale. She hopes the city will explore these issues and move this community forward. The development of this property is crucial to the future of this city.
3. Adam Giansley, 409 N. Adams, stated the city needs to think about its future and needs to market Water Street. Let's not dwell on what went wrong with this development, but look to the future and concentrate on getting multiple offers.
4. Amy Shordes, Ypsilanti, thanked Council Member Richardson for all the work she has done around the community benefits ordinance. She asked Council Member Robb to listen to Council Member Richardson when she has something to say. She heard this city has an Ethics Commission but has not heard it has ever met. She said she heard from Council Member Robb that Council would be looking into firing City Manager Darwin McClary. There seems to be a lot of fitting amongst Council and a lot of different opinions and the Ethics Commission might be useful in moderating this issue.

IX. REMARKS BY THE MAYOR

- Stated the Ethics Board's role is outlined on the city website and meets as needed, and have not met for five years.

~~X. CONSENT AGENDA~~ ~~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.~~

XI. MOTIONS, RESOLUTIONS, DISCUSSIONS—

XII. LIAISON REPORTS—

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

XIII. COUNCIL PROPOSED BUSINESS —

Bashert

- Cross St. between Mansfield and Hewitt has posted speed at 35 MPH and immediately next to it the speed is posted 25 MPH when the lights flash. However, the lights continually flash even when school is not in session. She added the lanes are too wide on that stretch of road, and asked for some sensible signage.

Richardson

- Asked are fines for parking designated for any specific account, or do they go into the General Fund.

City Clerk Frances McMullan responded the funds go into the General Fund. Council Member Richardson asked if those funds could be used for street sweeping downtown.

Robb

- Usually in October Council selects healthcare providers, which has not been done this year. He asked when the city's enrollment period is and what has been done to select healthcare.

Mr. McClary stated negotiations with the unions is undergoing and staff is currently working to make recommendations. Mr. Robb stated if the city does not select a healthcare how that effects the city. He asked if Council would need approve a resolution to continue with the current program. Mr. McClary responded in the affirmative, however, he would not to prefer not to talk about them now because of current negotiations. Mr. Robb asked for a Closed Session regarding collective bargaining. Mr. McClary responded he is not certain he would be able to get the labor attorney to attend on such short notice.

- The corner the lights at the corner of River and Cross have been out for some time. He asked for an update on those streetlights.

Ms. Ernat stated it is a DTE issue outside the city's control. Staff has already submitted several complaints.

- He asked when the evaluations will be completed for the Clerk and City Manager.

Mayor Edmonds stated there will be more information at the next meeting. Council Member Robb asked if that meeting will be tomorrow or will it be November 28th. Ms. Edmonds responded there will be an update tomorrow.

Murdock

- Stated parking fines mostly pay for maintenance and enforcement officers. There is not a lot of available money from those fines.
- He had a conversation with the City Attorney and what he understands is City Council is conducting that investigation. Plato Law Firm is reporting to Council not the City Manager.

Mr. Barr responded in the affirmative. Council Member Murdock asked who the firm reports to. Mr. Barr responded to him. Mr. Murdock asked who the City Attorney reports to. Mr. Barr responded to Council. Mr. Murdock asked if Council would be given updates. Mr. Barr responded he will provide an update at the meeting tomorrow. Mr. Murdock stated special counsel's bid stated his report would be made to the Ethics Committee. Mr. Barr responded that was changed though contract negotiations.

- There are several vacancies on the Ethics Board, he asked how appointments can be made while the Mayor and Mayor Pro-Tem are under investigation.

Mr. Barr responded he will provide information during tomorrow's meeting. He said Cross St. between Mansfield and Hewitt is in Ypsilanti Township and the city does not have jurisdiction.

XIV. COMMUNICATIONS FROM THE MAYOR –

- The local procurement policy will be on the November 28th agenda.
- Asked for an update regarding enforcement of snow removal, and to ensure everything is ready for this coming winter.

XV. COMMUNICATIONS FROM THE CITY MANAGER –

- Regular Meeting of November 21st rescheduled to November 28th

XVI. COMMUNICATIONS –

XVII. AUDIENCE PARTICIPATION –

1. Cheryl Farmer, 214 N. Huron, stated the intent of the Charter is for the Mayor to appoint members of boards and commissions and Council to approve. If Council has concern about those appointees to the Ethics Board they can deny those appointees. She lives in an owner occupied apartment building which entitles her to three trash cans per unit, totaling six trashcans and she only puts out two. It seems very seldom there are a lot of trashcans throughout the city and it seems the city could cut back with considerable savings.
2. Rebecca Sundberg, 1309 Collegewood, stated she has concern with the Huron and Michigan Ave intersection. The city needs to do something before someone is hurt.
3. Amy Shrodes, Ypsilanti, asked that appointments made to the Ethics Board be more transparent.

XVIII. REMARKS FROM THE MAYOR –

- It is a very difficult battle with Michigan Department of Transportation to make state trunk lines safer. Huron and Michigan are a state trunk line and asked citizens to contact their state representatives and the city will go through the process of making requests.
- Stated the county will be providing a report about housing affordability in Ypsilanti.

Council Member Murdock stated several times the city has recommended MDOT examine the intersection at Michigan and Huron. The city needs to preform lane dieting on Huron and Hamilton prior to the state repaving those roads. The Ethics Board does not allow a member to serve on any other board. The terms are five years and you can only serve one term. Mayor Edmonds stated people are interested in serving on the Ethics Board but when told it rarely meets and they cannot serve on another board they are turned away.

XIX. ADJOURNMENT –

~~Resolution No. 2017-250, adjourning the City Council meeting.~~

OFFERED BY: Mayor Pro-Tem Brown

SECONDED BY: Council Member Bashert

On a voice vote, the motion carried, and the meeting adjourned at 8:14 p.m.



Draft

**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		

Council Member Vogt moved, seconded by Council Member Bashert to excuse the absence of Mayor Edmonds and Mayor Pro-Tem Brown.

On a voice vote, the motion carried, and the absences were excused.

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. AGENDA APPROVAL –

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

Council Member Murdock moved to remove Resolution No. 2017-248 from the Section XII, Consent Agenda, to Section XIII, Resolutions/Motions/Discussions.

Council Member Robb moved to remove Resolution No. 2017-247 from the Section XII, Consent Agenda, to Section XIII, Resolutions/Motions/Discussions and remove Resolution No. 2017-260 from Section XIII, Resolutions/Motions/Discussions to Section XII, Consent Agenda.

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

VI. INTRODUCTIONS –

Council Member Richardson introduced the following individuals; OHM Engineering Marcus McNamara, Fiscal Services Director Marilou Uy, FSA and Managing Principal Kathleen Manning and Consulting Actuary Dan Colby, MWM Consulting Group, City Manager Darwin McClary, City Attorney John Barr, Economic Development Director Beth Ernat, Police Chief Tony DeGiusti, Assistant City Attorney Dan DuChene, DPS Director Stan Kirton, Accounting Supervisor Rheagan Basabica, Brittney Turner Eco Works, and Rick Bunch Southeast Michigan Regional Energy Office.

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

Fiscal Service Director Marilou Uy introduced Kathleen Manning and Daniel Colby from MWM Consulting Group.

Kathleen Manning and Daniel Colby from MWM Consulting Group provided a presentation regarding Ypsilanti's retiree health plan.

Council Member Bashert asked for an explanation of the 6% discount rate. Ms. Manning responded it is the interest rate used to equalize the payment from today to those made in thirty years.

City Manager McClary stated the city eliminated retiree health insurance for new hires a few years ago. Ms. Manning replied it still supplies some support just not as generous as prior to 2013. Mr. McClary stated the city is creating health savings account, and asked if these liabilities will reduce overtime. Ms. Manning replied in the affirmative. Mr. McClary asked if projections will now be made at a hundred years instead of thirty. Ms. Manning responded projects will be made on a closed group until they expire.

Council Member Bashert asked if the city has a formal funding policy for the GASB 75s. Mr. McClary responded it has not been incorporated into a formal policy but it would be wise for Council to adopt a policy. Ms. Bashert asked if there is a timeline for that adoption. Ms. Manning responded by the end of Fiscal Year 2018. Mr. McClary added this would be addressed through budget preparation.

Council Member Murdock stated the Governor and State Legislature have been discussing pension reform. Part of that discussion included unfunded liability and asked how it would impact the city. Ms. Manning responded it would increase the city's annual cost.

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

Rick Bunch Southeast Michigan Regional Energy Office and Brittney Turner Eco Works provided a presentation regarding energy management planning.

Council Member Murdock stated the city recently established a Sustainability Commission, and asked if Ms. Turner would be working with that Commission. Ms. Turner responded in the affirmative. Mr. Murdock stated the city has already undertaken many energy conservation efforts such as LED lighting and solar power, but there is also need for more improvements. Mr. Murdock asked Ms. Turner would help to assist the city with DTE in the possibility of introducing hydropower. Ms. Turner responded EcoWorks preforms that type of work, but this Memorandum of Understanding only includes the creation of a plan. However, the plan could include undertaking an assessment to see how viable hydropower would be in Ypsilanti.

Council Member Bashert asked if EcoWorks has resources to assist in purchasing equipment or vehicles. Ms. Turner responded bulk purchasing is being examined, which would involve several municipalities purchasing equipment at the same time to reduce cost. EcoWorks is definitely interested in the use of cleaner technologies. Ms. Bashert asked are there resources to assist municipalities converting to environmentally friendly vehicles such as police cruisers. Ms. Turner responded the vehicles are definitely available for purchase, and there are grant opportunities. Ms. Bashert asked if EcoWorks would assist in connecting the city with those opportunities. Ms. Turner responded in the affirmative. Rick Bunch added another project is to use the Volkswagen emissions settlement funds to funnel to municipalities for these type of purchases.

Council Member Murdock appreciated the work completed by both Eco Works and SEMREO.

VIII. AUDIENCE PARTICIPATION –

1. Mark Hergott, 111 Miles, stated a determination has been made that the trip to China was paid for by Amy Foster. He said this is the greatest debacle he has seen in Ypsilanti in his time in the City. It is easy to disparage from the outside of this situation, but at the end of the day forgiveness and appreciation of the hard work completed is what needs to happen. He apologized for calling for the Economic Development Director be fired. The Water Street millage helps to alleviate the pressure on development of the site. He feels the city needs to take a step back and think about what it should do with Water Street.
2. Tony Vanderworp, 1309 Kingwood, urged Council to expeditiously move on development of the Water Street site. The site has been a drain on the public services for many years. The last time Council placed a debt millage on the ballot it was approved. When he voted for the millage he thought it was to assist in continuing to solicit a developer for the site in order to create tax base and alleviate the burden on city services. The economy is improving and any development proposals must be seriously examined.
3. Nathanael Romero, Ypsilanti, stated he is happy a joint meeting of the Planning, Sustainability and Human Relations Commissions occurred last night on November 13th. They are considering forming a citizen's housing, accessibility, and affordability committee. The meeting allowed all commissioners and the audience time to discuss what issues matter to them. This was a very positive step in allowing for greater audience participation. He is also pleased by the efforts of Council Member Richardson and Assistant City Attorney Dan DuChene in the creation of a community benefits ordinance. He is looking forward to discussion about the purchase agreement of 220 N. Park, and encouraged Council to postpone any negotiations until the CBO is implemented.
4. Amber Fellows, Ypsilanti, agreed the city should postpone the sale of any public land until a CBO is in place. She does not have anything against the developer, but it is not the appropriate time to move forward with negotiations. She understands a percentage of public safety millage approved will be funneled to Ypsilanti and the Mayor has said it would be used for the Police Department. However, she has heard some funds created by the Water Street Debt Millage would be used for the Police Department. She attended a public meeting regarding housing security issues, and what was brought up over and over was that Ypsilanti does not have a twenty-four hour warming station. There is a growing homeless population in the city and the public safety funds could be used for this purpose. It appears the International Village development is not progressing, and she is glad it will not be developed. She feels the city has let the residents down in the city for not preforming proper vetting.

5. Rae, Ypsilanti, stated she while at United Sonz she asked the owner if he knew about the International Village development and he said he did not. She does not trust this development will be done until the purchase agreement is terminated. In a city that is two-third renters and low income, she is confused the leaders of this community are not looking after those people. The Master Plan states that regardless of age or income can find a home in Ypsilanti. If there is not an affordability component included in the 220 N. Park development it is not in line with the Master Plan. Allowing tiny homes to park on private property will assist to alleviate tax burden to property owners.
6. Alexandra Sarkozy, 314 N. Park, stated the purchase agreement lists twenty-five to sixty units on that property. The property is not have the capacity for that many units under the current historic guidelines. She is not opposed to the development at twenty units and is concerned the Historic District Commission was not included in the design and fit of this development.
7. Ka'Ron Gaines, Ypsilanti, asked why Council Member Richardson the only Council Member working on the CBO.

Council Member Richardson interjected she is not the only Council Member working on the ordinance.

Mr. Gaines stated he began becoming involved in local politics there have been no black issues discussed by Council. People are killing themselves and each other, there is a homeless problem, and many other issues.

8. Lee Tooson, 107 Middle, stated Ann Arbor just passed a law to protect its pedestrians. For ten years a "Senior Crossing" sign has been requested between Michigan Ave and Ferris. For over ten years stop signs have been requested on Ferris and Middle with little progress. He said the city installed a "duck crossing" sign, which tells you ducks are more important than human beings in the city. He said Déjà vu has posters that an individual was performing an indecent act, which is not common. He said you get situations such as these when the governing body passes laws that a man, that's supposed to be a man, can say he has a husband. And a woman that says she is a woman, and says she has a wife. He said that is uncommon.
9. Mary Ellen Hagenauer, N. Grove, stated she welcomes the idea of developing 220 N. Park, but concerned about the proposed density. Now that Park and Grove have been closed will increase the traffic on those two streets. This will totally change the nature of the neighborhood and its historic character.
10. Sherri Johnson, N. Grove, stated she is concerned about the density of the 220 N. Park and the traffic issues it would cause. The neighborhood is very stable and home ownership and stable neighborhoods do matter.
11. Kyle Hunter, S. Adams, asked if the Mayor will be present at this meeting.

Council Member Richardson responded no. Mr. Hunter responded that is an issue that should be addressed because the Mayor has not made much of an appearance since her return from China. She is currently under investigation for contradicting statements made regarding funding for the China trip under oath. Facts have been uncovered by citizens and many facts have not

been uncovered by Council, or the Attorney's Office. International Village should not have gotten as far as a purchase agreement. He has a bit of trust issues with the Mayor, Mayor Pro-Tem, the Economic Development Director, and the Police Chief.

12. Brian Geriger, Ypsilanti, stated he heard if the International Village came with a proposal it would be possible the purchase agreement could be extended. It is absurd the International Village could still be no the table.
13. Veronica Irving, Ypsilanti Township, stated she does not understand what the Traffic Review Board is doing in West Willow.
14. Amy Shrodes, Ypsilanti, stated vulnerable populations as a whole need to be cared for in Ypsilanti. The fact the city does not have a warming station is very concerning. There is a serious homeless and mental health access in this city.
15. Devin Leatherman, 300 Jarvis St., reminded Council to listen to the voices of the community and approve a CBO prior to the sale of public owned land. He said the city needs to be very careful about censoring people's comments. He is a gay man and supports Déjà vu that provides more jobs for low income individuals than anything done by Council.

IX. REMARKS BY THE COUNCIL MEMBER RICHARDSON –

- It is unfortunate Ms. Irving is leaving Ypsilanti and thanked her for her participation.
- She asked Mr. Gaines to call her to discuss his issues.
- The traffic on Park and Grove will be dealt with as the 220 N. Park project moves forward, and comments about traffic and density will be taken into consideration.
- She has brought up warming centers in years past.

Council Member Bashert stated she has initiated conversations with organizations that work with the homeless population to discuss the need for a warming center. She has done a lot of work with the homeless in the past and will continue that work. She shares the concern and will work toward a solution. Council Member Richardson stated she will work with Council Member Bashert to find a solution.

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.

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: Council Member Vogt

SECONDED BY: Council Member Bashert

B. Open public hearing.

1. Mark Hergott, 111 Miles, stated alcohol consumption is one of the largest killers in modern society. He is concerned how close this brewery would be to EMU campus because binge drinking, and drinking in general, under the age of twenty-five is not good for neural development. He asked that this be looked at very carefully.

C. Resolution No. 2017-252, close public hearing.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the public hearing to consider the proposed additional classification of "Microbrewery/Winery with Outdoor Service and Sunday Sales" for 734 Brewing Company Inc. be officially closed.

OFFERED BY: Council Member Vogt

SECONDED BY: Council Member Bashert

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

Economic Development Director Beth Ernat introduced the owners of 734 Brewing Company to explain their proposal.

Patrick Echlin, President and CEO of 734 Brewing Company, and Brian Jones-Chance, Chairman 734 Brewing Company, stated they are here to request Council approve this resolution so that they can seek approval from the Michigan Liquor Control Commission. Mr. Jones-Chance added they are both from Ypsilanti, and he believes improvements happening in Ypsilanti come from local people. He stated he is the fifth generation of his family to live in Ypsilanti, and his goal is to bring more people into craft beer and Depot Town. He does not believe Depot Town reflects the diversity of this city, but he believes in can.

Council Member Bashert asked what style of beer they will be brewing. Mr. Jones-Chance responded they will be focusing on easy drinking beers, hard ciders, and pop with the intention to bring people in that do not know much about craft beer. They will not have a kitchen, but will allow patrons to bring in food from other establishments in Depot Town.

On a roll call, the vote to amend Resolution No. 2017-251 was as follows:

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

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

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: Council Member Robb
SECONDED BY: Council Member Vogt

Assistant City Attorney Dan DuChene stated this ordinance amendment will mirror the changes made in state law.

B. Open public hearing

1. Mark Hergott, 111 Miles, stated he is in favor of modernizing and restricting any minor's consumption of alcohol as possible with a municipal corporation.

C. Resolution No. 2017-254, close public hearing

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: Council Member Robb
SECONDED BY: Council Member Vogt

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

On a roll call, the vote to amend Resolution No. 2017-253 was as follows:

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

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

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: Council Member Bashert

SECONDED BY: Council Member Richardson

Mr. DuChene stated there are several references to chapter 22 Zoning Code in the Code of Ordinance. City Planner Bonnie Wessler provided a list of where those codes have changed and this amendment to the ordinance would correct those issues.

- B. Open public hearing

None

- C. Resolution No. 2017-256, close public hearing

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: Council Member Bashert

SECONDED BY: Council Member Vogt

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

On a roll call, the vote to amend Resolution No. 2017-255 was as follows:

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

Ordinance No. 1298

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

A. Resolution No. 2017-257, determination

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: Council Member Murdock

SECONDED BY: Council Member Bashert

Mr. DuChene stated Chapter 7 of the Code deals with Medical Marijuana. The stated law has changed since the development of that ordinance. Council gave direction to staff to amend the Code so existing businesses are preserved moving forward under state law. He added the ordinance amendment would also change the word "license" to "permit" to avoid confusion of state license. The cap of six dispensaries was changed to seven provisioning centers.

B. Open public hearing

1. Mark Hergott, 111 Miles, stated ultimately marijuana will be made legal by 2019 or 2020. The Medical Marijuana Act is a stop gap measure to wait for the prohibitionists to die. While his comments on alcohol were very negative, his comments regarding marijuana are very different substances with different intoxication results. He suggested making it easier to maintain access to people for a mostly benign substance.
2. Jonathan Payne, owner 625 Tyler, stated there are additional licenses being created by the state that Council is not permitting with this ordinance amendment. He asked if any of those will be allowed to apply in the city, possibly in the PMD district. He advocates at least the transport license be allowed in the city.
3. Adam Tasselmyer, 124 W. Michigan, stated he is the owner of Herbal Solutions and appreciates Council protecting businesses currently operating in the city. He would like to expand the amount of licenses for processing/grow facilities in the city.

4. Mohammad Chammout, current license holder in Ypsilanti, stated he appreciated the city to opt in to the state program. He asked if this is simply an amendment that the current licenses will be opted in, or will other conditional language be added to the ordinance.

C. Resolution No. 2017-258, close public hearing

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: Council Member Murdock

SECONDED BY: Council Member Bashert

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

Council Member Murdock stated licensing will now be completed by the state, and it is the state's criteria that will be changing not the city's. Mr. DuChene responded the license is changed to a permit, but other than that the ordinance will be essentially the same. However, there will be procedure changes once developed by the state. There are three business types aside from provisioning centers and grow facilities; testing safety, secure transport, and processing. He explained currently the city's license is for manufacturing and the proposed permit will be processor/grower. Currently the city does not house transport, or testing facilities, and based on Council direction these business types were not included in the ordinance.

Council Member Bashert asked for clarification regarding transportation licensing, stating it is essentially a car. Mr. DuChene stated it would not be a car, it would be a secure transport. Ms. Bashert asked if they are not licensed in the city how can the transport in the city. Mr. DuChene responded secure transports can operate in the state, but they cannot be headquartered in the city. He explained this is an amendment to the existing ordinance to provide for the state procedure as the city anticipates it.

Council Member Robb asked if all the grow facilities are essentially "Class A" licenses. Mr. DuChene responded he is not certain how the current facilities operate, but he sees expansion. Mr. Robb asked if this ordinance would allow "Class B" or "Class C" permits. Mr. DuChene responded it would. Mr. Robb stated that is not defined in the Zoning Code. Mr. Duchene stated this ordinance authorizes all classifications of growers with the possibility of additional licenses by the state.

On a roll call, the vote to amend Resolution No. 2017-257 was as follows:

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

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.

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

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

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

**RESOLUTION APPROVING AN APPLICATION FOR
A NEIGHBORHOOD ENTERPRISE 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.

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

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: Council Member Vogt

SECONDED BY: Council Member Bashert

On a voice vote, the motion carried, and the Consent Agenda was approved.

XIII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

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

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: Council Member Murdock
SECONDED BY: Council Member Vogt

Economic Development Director Beth Ernat provided an update on the process of the development of 220 N. Park. Ms. Ernat stated she understands and respects the community's desire for community benefits as a part of development. However, the city is a Redevelopment Ready Community and that states awarded the city certain perks, one being the Michigan Municipal League preparing a Request for Qualifications (RFQ) for this site that was unanimously approved of by Council. She feels it would not be proper to adjust its development standards mid-solicitation.

Council Member Murdock stated the timeframe allows ninety days to create a development plan after the purchase agreement is approved. Ms. Ernat responded the first ninety days will consist negotiate, prepare, and execute a satisfactory agreement for development between purchaser and seller. During this time concerns regarding items such as number of units, minimum investment, site plan, affordable housing requirements, sustainability and green energy, search and selection of local contractors, and dedication of public infrastructure will be addressed. This is not an exhaustive list but they are areas that need to be addressed. The due diligence period will occur after the initial ninety days, and will be followed by a year of approvals. Mr. Murdock asked what would follow the approval of a development agreement. Ms. Ernat responded another ninety days to preform due diligence. Mr. Murdock asked what that would include. Ms. Ernat responded inspections. Mr. Murdock asked if following the initial ninety days will include a meeting with the residents of that neighborhood. Ms. Ernat responded in the affirmative, and explained she recommends a Council work session, with public input, prior to the approval of a development agreement, and then for the design of the structure. Mr. Murdock asked when Council will have a more clear idea of the density of this development. James Franke, Norfolk Homes, responded during the development process it is Norfolk Homes intent to provide Council ability to have input. Ms. Ernat added it is her recommendation to set a cap on number of units, however, it is premature because the geotechnical and soil tests have not been complete, but her intent is to create a new process to provide greater Council and public input. Mr. Murdock stated he is concerned that once the development agreement is approved this project would not come before Council. Ms. Ernat responded in the affirmative, and explained it would not be the end of public input.

Council Member Bashert stated the Request for Qualifications (RFQ) did not encourage developers to investigate several city plans, which would include the values of the city. She is much happier with this purchase agreement and the process that has now been described. She asked what how community engagement will be designed for this development. Ms. Ernat responded it would be smaller than a charrette. Ms. Bashert stated the residents of that neighborhood have valid questions, and want to maintain the character of that neighborhood. Ms. Ernat replied three meetings were already held with residents of that neighborhood to understand what would be acceptable for development. She explained a joint meeting was held with the Historic District Commission, Planning Commission, and the Zoning Board of Appeals to specifically discuss this project. New development in a Historic District must abide by the Secretary of the Interior's standards, which that charge is to protect historic structures. Ms. Bashert asked if there was significant public involvement prior to the drafting of the RFQ. Ms. Ernat responded in the affirmative, and said the RFQ was approved by City Council.

Council Member Richardson asked how much input has the community had. Ms. Ernat responded three charettes have been held, and considers the input substantial. Ms. Richardson asked if the input regarding the developer hire local contractors and subcontractors. Ms. Ernat responded in the affirmative, and said that process will take place in the next ninety days. Ms. Richardson asked if even without a community benefits ordinance the community will be allowed input. Ms. Ernat responded in the affirmative, but the onus is on Council to set meeting dates.

Council Member Murdock stated the public input began with the Master Plan process and how that area was zoned. A subsequent article was written in MLive stating that property could include subsidized housing with four-hundred units. A petition was submitted stating the residents of that neighborhood were strongly against that possibility. Ultimately the process led to the acceptance of single family and townhomes for that property. It is unfortunate that community benefits have not been put in place because they have been raised around this table. However, there is opportunity to include community benefits as a part of this development. Mr. Murdock asked what the timeline for this development would be. Ms. Ernat responded that will be provided to Council once it is created.

Council Member Robb asked if the timeline and completion of the development will be included. Ms. Ernat responded that can be negotiated. Mr. Robb asked if that will be included in the development agreement. Ms. Ernat responded it is Council's pleasure and if agreed upon by the developer it can be included in the development agreement. Mr. Robb asked if density would be included in the agreement. Ms. Ernat responded Council can make a recommendation which can be considered by the developer. Mr. Robb asked what Council can expect to be included in the development agreement. Ms. Ernat responded infrastructure, alternative energy, local hiring, minimum investment requirements, affordable housing, and sustainability items. Council Member Vogt asked if sanctions for non-performance would be included. Ms. Ernat responded in the affirmative.

Council Member Richardson asked for clarification regarding the meaning of affordable housing. Ms. Ernat responded negotiations regarding wither affordable housing requirements on-site, or off-site. Ms. Richardson asked what is meant by "off-site". Ms. Ernat responded there is potential that not every development include on-site affordable housing, but using the Ypsilanti Housing Commission as a vehicle, a donation of land or funds could be made. Ms. Richardson asked if affordable housing is on the table for this development. Ms. Ernat responded that is a possibility, but the developer would need to agree to those terms. She added there is going to be a lot of legal questions associated with what the city can demand for affordable housing, which is also why a community benefits ordinance is not completed.

Council Member Robb stated since this is the first time the city has ever tried to include community benefits to a development it will set precedent. However, this process is not starting with a template. Ms. Ernat responded the list she previously outlined for Council is what she feels the city can legally request based on discussion with the Attorney's Office.

On a roll call, the vote to amend Resolution No. 2017-259 was as follows:

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

VOTE:

YES: 5 NO: 1 (Robb) ABSENT: 1 (Edmonds) VOTE: Carried

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 XII)**

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

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: Council Member Richardson

SECONDED BY: Council Member Bashert

City Clerk Frances McMullan provided a synopsis of this Community Energy Management Planning Project.

City Council Meeting Minutes

November 14, 2017

Council Member Murdock stated the city has worked with both organizations and several energy efficient solar projects to cover the \$5,000.

Council Member Robb stated this is a situation that is difficult to say no to. However, the city purchases its vehicles through the state contract, and this would not provide the city any savings because it already participates in bulk purchasing. The city has already performed much of the easier tasks such as LED lighting and solar power, however, it could be expanded. City Hall is the most energy inefficient building owned by the city. City Hall uses around \$30,000 worth of gas and electricity a year. The city already has an alternative fuel vehicle policy. He is reluctant to say no to this, but he is not entirely sure the city will get worth out of this. He is concerned how this will affect staff time and what the city will get for the data it shares. Unless, the city is going to make big commitments to reinvesting into City Hall he isn't sure what the city will get aside from positive public relations.

On a roll call, the vote to amend Resolution No. 2017-261 was as follows:

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

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

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: Council Member Bashert

SECONDED BY: Council Member Vogt

Ms. Ernat stated staff does support the incorporation of a sustainability plan, but staff was asked to evaluate what was presented as an interim plan. She said an analysis of how the interim plan would incorporate the Master Plan, Climate Action Plan, and other city plans was performed. Staff recommends forwarding staff recommendations to the Sustainability Commission, and not approving the resolution not put forward to Council.

City Planner Bonnie Wessler stated overall the Sustainability Commission's recommendations were in line with the Master Plan, Climate Action Plan, and the general goals stated by Council over time. However, their recommendations lack a mechanism for enforcement and situations that the city already preforms in excess. Overall there is a lack of rationale behind the recommendations and there is a lot more detail required in the recommendations.

Council Member Bashert thanked staff for the time they put into this item, and assisting the commission to move forward with its goals.

Council Member Vogt 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.

On a roll call, the vote to amend Resolution No. 2017-262 was as follows:

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

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

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: Council Member Vogt
SECONDED BY: Council Member Bashert

Council Member Robb stated he removed this from the Consent Agenda because a policy adopted many years ago states if rental inspection fees are not paid on time you must prepay them in the future. He said there are repeat offenders on this list and that policy needs to be implemented.

Ms. Ernat responded staff does implement that policy and explained repeat offenders are required to prepay. The reason repeat offenders are on this list is because the fines owed are not for non-payment for inspection.

On a roll call, the vote to amend Resolution No. 2017-247 was as follows:

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

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

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: Council Member Vogt

SECONDED BY: Council Member Murdock

Council Member Murdock asked why this was not redone when the city reconstructed Prospect and use state funding. He asked if the intersection will also be paved as a part of this project. Ms. Ernat responded she can provide that information at a later date.

On a roll call, the vote to amend Resolution No. 2017-248 was as follows:

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

XIV. 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 – Mayor Pro-Tem Brown stated since its task has been completed this will be removed from Liaison Reports.
- G. Friends of Rutherford Pool - None
- H. Housing Equity Leadership Team - None
- I. Economic Development Coordinating Committee – None

XIV. COUNCIL PROPOSED BUSINESS –

Richardson

- A stop sign is needed at Ferris and Middle. She travels there regularly and it is difficult to see at that intersection.

Mayor Pro-Tem Brown added drivers speed through that area all the time and it is very dangerous. Council Member Murdock stated put a resolution on the next meeting to install speed bumps at that location. Chief DeGiusti replied two years ago the Traffic Review Committee recommended putting speed bumps at that location. Council Member Richardson stated at that time Council was told there is not funding available to install speed bumps at that location. Ms. Richardson requested a resolution be brought for approval during the November 28th meeting regarding speed bumps on Ferris.

- The bushes at the corner of Hamilton and Ferris obstruct the view of drivers. The bushes need to be trimmed and a sign indicating senior citizens are crossing.

Robb

- Asked if evaluations for the City Manager and the City Clerk are going to be completed.

Council Member Bashert stated there was a change to one of the questions and it has since stalled. However, it is a simple change and they should be continuing in the near future.

Murdock

- He will have resolutions for the next meeting regarding specific topics.

Bashert

- Asked for language regarding a resolution for fire prevention funding.
- Asked questions regarding bathrooms in the parks, especially during the peak months.

XV. COMMUNICATIONS FROM THE MAYOR PRO-TEM–

None

XVI. COMMUNICATIONS FROM THE CITY MANAGER –

- 2nd November meeting rescheduled to November 28th

XVII. COMMUNICATIONS –

- ~~Police Department Bench Warrant Report~~ **(November 28, 2017 Meeting)**

- Traffic Review Minutes of November 2, 2017

Ms. Ernat provided an update of the Bell/Kramer site and Solar Ypsi.

Council Member Murdock asked for a resolution to be prepared revoking the PILOT for the Cross Street Village. Ms. Ernat suggested holding off until the last meeting in December.

XVIII. AUDIENCE PARTICIPATION –

1. Amber Fellows, Ypsilanti, stated she is not surprised by the approval of the purchase agreement for 220 N. Park. However, she is disappointed in the process. She did not hear questions regarding what had been changed since the original proposal, and it was merely a gesture. Also, she was disappointed the developer was not asked if affordable housing would be included at the site. She would have preferred a public hearing been held for this property.
2. Nathanael Romero, Ypsilanti, stated it appears Ms. Ernat had been speaking with Amy Foster from at least the beginning of the year. He wants to know how to create better communication with city officials. There was little public outreach for the joint meeting between the Planning Commission, ZBA, and the Historic District Commission.
3. Lisa Voelker, 117 Cross, stated Council should examine hiring people from inside the community.
4. Heather Charles, Washington St., stated on Sunday a town hall was held including some other smaller group activities. She hopes communication lines will be kept open between the public and Council.

Council Member Murdock stated comments were made indicating the joint meeting between the HDC, ZBA, and Planning Commission did not have a section for public comment. If that were true it would be a violation of the Open Meetings Act. Mr. Romero responded he assumes it had audience participation but no comments were made, which suggests there were not sufficient community outreach.

~~XIV. CLOSED SESSION~~ –

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

XIX. ADJOURNMENT –

Resolution No. 2017-263, 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 10:35 p.m.



REQUEST FOR LEGISLATION
(November 28, 2017)

To: Mayor and Council

From: Fire Chief Max Anthouard

Subject: YFD Engine 3 Equipment Damage Repair, Towing and Testing

SUMMARY & BACKGROUND:

The Ypsilanti Fire Department Engine-3 was involved in an accident on May 29, 2017. All damages have been repaired.

The Finance department is in receipt of the insurance reimbursement check from the Michigan Municipal League in the amount of \$190,344.48. The total amount of \$190,344.48 was deposited in account # 641-4-9340-682-00 on August 7, 2017.

The total amount of \$185,850 will be paid to Spartan Motors USA, Inc. DBA Spartan ER to cover Engine-3's complete body replacement from 641-4-9340-682-00.

The remaining amount of the insurance reimbursement (\$4,494.48) will be used to replace broken equipment.

RECOMMENDED ACTION: (Approval/Denial)

ATTACHMENTS: (contract, map, letter, etc.)

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 11/28/17

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2017 -271
November 28, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The City of Ypsilanti Fire Department Engine-3 damages have all been repaired from the accident that occurred on May 29, 2017; And,

WHEREAS, The City of Ypsilanti received an insurance reimbursement check on August 7, 2017 from the Michigan Municipal League in the amount of \$190, 344.48 for the damages and towing of the Ypsilanti Fire Department Engine-3; And,

WHEREAS, The total amount of \$190,344.48 was deposited in account # 641-4-9340-682-00; And,

WHEREAS, The total amount of \$185,850 will be paid to Spartan Motors USA, Inc. DBA Spartan ER to cover Engine-3's complete body replacement from 641-4-9340-682-00; And,

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council authorizes the Finance Department to proceed in processing payments to cover the Ypsilanti Fire Department's YFD Engine-3 equipment damages.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

1100 1 24 26 411 1:04 1 20 70 401: 00 700 1 55 3 211



WALL STREET TOWING, INC.
876 Railroad Street, Ypsilanti MI 48197
Phone: (734) 485-2055 | Fax: (734) 485-4950

Invoice
#T2178
Printed 7/24/2017

Invoice #	T2178	Authorized by	YPSILANTI FIRE DEPARTMENT
Call #	24764		525 W. MICHIGAN AVE ", YPSILANTI MI 48197
Tow Reason	Accident		Phone: (734) 482-9778
Date/Time Requested	5/29/2017 @ 11:43 PM	Tow From	I-94 WEST BOUND @ GROVE
Date/Time Completed	5/30/2017 @ 4:08 AM	Tow To	876 RAILROAD, YPSILANTI MI 48197 TO YFD
Notes	CALL # 1817 ALSO REQUESTING 2 FLATBED VEHICLE HAS NO BRAKES BILL YFD		

Year	Make	Model	Color	VIN	Plate	Odometer
2011	SPARTAN	FIRETRUCK	Yellow	4S7CT2B988C074049	-	-

Charge Description	Quantity	Price	Line Total
Police Impound or Accident Straight Truck	1	\$500.00	\$500.00
Clean - Up	1	\$100.00	\$100.00
		Grand Total	\$600.00
		Amount Due:	\$600.00

WALL STREET TOWING appreciates your business; if you have any questions regarding this invoice, please contact us at 724-485-2055. Thank you.
Damage Disclaimer: I Have been advised that my vehicle may be damaged if winched,towed,unlocked,jump started,tire changed or left on unattended premises. I recognize the difficulty involved and I agree not to hold WALL STREET TOWING responsible for such damages should it result. I, the undersigned do hereby certify that I am legally authorized and entitled to take possession of the vehicle described and all personal property therein. I have received the vehicle and all personal property in satisfactory condition.

Signature: _____

USDOT: 778690

Accurate Appraisal Service
P.O. Box 21
Clarkston, Michigan, 48347-0021
(248) 634-7077 FAX 248-634-8898
e-mail: twight@accurateappraisalservice.com

To the: Michigan Municipal League

Date: July 12, 2017

Attention of Karen Gines

Claim / policy #. 100AL1700635 /MML—N/A

Date of loss 5-29-17

Insured: C/O YPSILANTI #3

Claimant:

Our #. 7MML7-44918776

Dear Karen,

Please pay City of Ypsilanti as follows for equipment damage and testing.

Extrication equipment inspection	1739.13
Hurst power plan	
2-Hydraulic lines, cutters and rams	
SCBA's Inspections 3 tested	130.00
Replace 1 SCBA bottle (failed test,-due to damage)	1200.00
Rapid Intervention team pack- passed	
Ground ladders 13', 14' and 28' passed inspections	
Electric fan	2475.00
Vent saw cutter edge (arm, handle and bar damaged)	2207.00
Shipping fan and saw	195.00
Ice rescue suits- passed inspection	
Pro pack foam generator -passed inspection	
Gas can	62.25
Water rescue throw bag and ropes (cut)	73.58
Foam nozzle -passed inspection	
<u>Fire fighter suit decontamination and repair</u>	<u>112.50</u>
TOTAL EQUIPMENT DAMAGES	\$8194.46

Fee

Photos

Mileage

Office

Total

Tony Wright

APPRAISER

**ACCURATE APPRAISAL
SERVICE**

Tony Wright
ACCURATE APPRAISAL SERVICE
P O BOX 21
Clarkston, MI 48347-0021
Business Phone: 248-634-7077
Fax Number: 248-634-8898
Cell Phone: 248-421-7078
twright@accurateappraisalservice.com

Estimate

Est #1034, Report #2434
ID #4918776

Registration Number: M204538

Vehicle Info	VIN	Color/Make	License/State	Mileage
2011 SPARTAN 304 SST CRIMSON BODY	4S7GT2B98BC074049	YELLOW(-1) / (-1)	084X093	48000 / 0

Owner
CITY OF YPSILANTI E-3

Repair Facility
SPARTAN EMERGENCY
RESPONSE
907 7TH AVENUE NORTH
BRANDON, SD 57005
Business #: 605-929-9867

Insurance Company
MICHIGAN MUNICIPAL LEAGUE Location: YPSILANTI FIRE DEPT.

Other Info
Policy #: NOT AVAILABLE
Claim #: 100AL1700635
Loss Date: 5/29/2017

Adjuster
KAREN GINES

Description	Part #	Price Qty	Labor	Paint	Other
R&I REMOVE DAMAGED BODY			100.0 Body hrs.		
Replace ENGINEERING 304 SST					\$3,000.00 Sublet
Replace SST BODY MATERIALS	②	\$24,250.00 1	150.0 Body hrs.		
Refinish PAINT NEW BODY				125.0 hrs.	
Replace UNI STRUT, HORIZONTAL-ALL COMPARTMENTS	②	\$1,250.00 1			
Replace REAR TAILBOARD GRIP STRUT INSERT 21"	②	\$950.00 1			
Replace ANGLED BEAVER TAILS	②	\$1,600.00 1			
Replace ROLL UP DOORS	②	\$8,400.00 1	21.0 Body hrs.		
Replace ROLL UP DOOR PROTECTORS NATURAL FINISH	②	\$1,050.00 1			
Replace KNURLED ALUMINUM TREAD PLATE CATWALKS-2	②	\$4,750.00 1	80.0 Body hrs.		
INCLUDES INSTALL TRIM					
Replace BRUSHED SST OVERLAYS, HOSEBED, FRONT AND REAR TRIM	②	\$7,800.00 1			
Replace SLIDE MASTER EXTENSION WITH 3/16 ALUMINUM TRAY, REAR CENTER COMPARTMENT	②	\$3,200.00 1	20.0 Body hrs.		
INCLUDES REAR UPPER REAR CENTER PULL OUT					
Replace ADJUSTABLE TRAY UPPER REAR CENTER COMPARTMENT	②	\$950.00 1			
Replace STORAGE WELL WELL PANELS WITH DRAWER-2	②	\$3,900.00 1	35.0 Body hrs.		
INCLUDES LEFT AND RIGHT COMPARTMENTS					
Replace RIGHT REAR WHEEL WELL EXTINGUISHER COMPARTMENT	②	\$1,350.00 1			
Replace LEFT REAR FUEL FILL WITH PULL OUT FLOOR DRY COMPARTMENT	②	\$1,800.00 1			
Replace 3 EXTRUDED RUB RAILS- REAR LEFT & RIGHT REAR	②	\$650.00 1	25.0 Body hrs.		
LABOR INCLUDES GRAB HANDLES AND STEPS					
Replace REAR STEPS- FOLD DOWN STYLE	②	\$550.00 1			
Replace REAR FULL LENGTH GRAB HANDLES	②	\$450.00 1			
Replace 4" REFLECTIVE BODY STRIPING	②	\$1,100.00 1			
Replace REAR CHEVRON 3M DIAMOND GRADE YELLOW	②	\$2,100.00 1	15.0 Body hrs.		
LABOR INCLUDES REFLECTIVE STRIPES					
Replace VIBRA TORQUE MOUNT BODY SYSTEM	②	\$4,200.00 1	40.0 Body hrs.		
INSTALL NEW BODY TO CHASSIS					
Replace NEW ELECTRICAL HARNESS	②	\$8,750.00 1	115.0 Body hrs.		
INCLUDES INSTALLING MARKERS, LIGHT CLUSTERS DOT MARKERS, ECT AND NODES					

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Replace NODES 8x16	③	\$2,150.00	1	
Other UL TEST COMPLETED TRUCK				\$3,200.00 Sublet
Other TRANSPORTATION TO AND FROM				\$5,900.00 Sublet
Other FINAL INSPECTION AND TRAVEL				\$5,650.00 Sublet
Replace SPOT LAMPS, REAR LIGHT CLUSTERS, MARKERS ECT.	③	\$3,700.00	1	

Totals

Type	Hours	Rate/hr	Total	Taxable
③ Other Parts			\$82,900.00	✓
Body Labor	601.0	\$100.00	\$60,100.00	
Paint Labor	125.0	\$144.00	\$18,000.00	
Sublet			\$17,750.00	
Paint Supplies	125.0	\$22.40	\$2,800.00	✓
Taxable Amount			\$85,700.00	
Tax 0.000%			\$0.00	
Nontaxable Amount			\$85,850.00	
Grand Total			\$181,550.00	
Net Total			\$181,550.00	

Estimate Notes:

THIS FIRE TRUCK WAS ORIGINALLY INSPECTED 5-31-2017 AT THE YPSILANTI FIRE DEPT. VEHICLE WAS OPENED UP TO INSPECT INSIDE CABINETS AND STRUCTURE. CRIMSON BODY A DIVISION OF SPARTAN FIRE EQUIPMENT WAS CONTACTED BY YPSILANTI TO DETERMINE THEIR THOUGHTS REGARDING REPAIRS. PAUL CRESSMAN WAS MET AT YPSILANTI 6-20-2017 AT THE YPSILANTI FIRE DEPT.

A copy of this document does not constitute a settlement of this claim. This is an estimate only, and not an admission of liability. The above figures are subject to insurance company approval. Appraiser/appraisal company make no guarantee of payments. Requests for payment above and beyond that outlined in this estimate shall be submitted in a timely manner and shall be supported by sufficient documentation. Any estimates submitted for consideration by or on behalf of insured shall be itemized by unit cost and quantity. Lump sum bids/estimates are not acceptable.

When authorized, the repairer agrees to complete and guarantee repairs and it is understood that no additional thereto will be considered without prior approval. All repairs are to conform to strict OEM specifications. All LKQ or remanufactured parts are to be OEM.



REQUEST FOR LEGISLATION
November 28, 2017

FROM: Chief of Police Tony DeGiusti

SUBJECT: Replacement of Patrol Vehicles

Summary and Background:

In the FY 2017-18 budget funds were allocated from the Motor Pool account for the replacement of two patrol vehicles due to excessive wear, mileage and maintenance costs to safely operate the vehicles. The vehicles are scheduled to be replaced by two 2018 Ford Police Interceptors. The Ford Police Interceptor is specifically designed to be a patrol vehicle. It is equipped with all wheel drive for superior handling in all types of weather and will accommodate some of the current equipment at the police department. The cost to replace each vehicle is \$25,205.00 or a total of \$50,410.00.

The vehicle will be purchased under state bid pricing from Gorno Ford of Woodhaven, MI.

Action Requested:

Approve the purchase of two (2) 2018 Ford Police Interceptors from Gorno Ford in the amount of \$50,410.00 to be paid for from the Motor Pool account #641-7-9330-987-10.

City Manager Approval: _____ Council Agenda Date: 11/28/17

City Manager Comments:

Finance Director Approval: _____



Resolution No. 2017-272
November 28, 2017

RESOLVED BY THE CITY COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti Police Department desires to replace two (2) Patrol Vehicle with 2018 Ford Police Interceptors, and

WHEREAS, the City of Ypsilanti Police Department has been allocated funds in the FY 2017-18 budget for the purpose of purchasing these vehicles, and

WHEREAS, Gorno Ford of Woodhaven, Michigan has provided State of Michigan bid pricing in the amount of \$50,410.00.

THEREFORE BE IT RESOLVED, that the Chief of Police be authorized to sign all necessary documents needed to execute the vehicle purchase.

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:



REQUEST FOR LEGISLATION
November 28, 2017

To: City Manager, Mayor, and Council

From: Beth Ernat, Director of Community and Economic Development

Subject: Sale of Property
Purchase Agreement Extension
Right-of-Way - 400 N. River

SUMMARY & BACKGROUND:

The Thompson Block property located at 400 N. River Road was purchased by 2 Mission operating as The original and only Thompson Block, LLC. On April 4, 2017, City Council approved the Purchase and Sale Agreement for two pieces of City-owned right-of-way adjacent to the Thompson Block parcels and necessary to provide public access to the property.

The Purchase and sale agreement was signed May 17, 2017. The purchasers did not request closing until the agreement had expired due to an unanticipated time delay with the State with the processing of the OPRA and incentive agreement with MEDC. The purchase agreement expired in October 2017. The purchasers are seeking an amendment to the purchase agreement as the title work is not ready to close on the sale of property at this point. The proposed purchase agreement amendment would extend the date to no later than December 31, 2017.

In order to restore the historic time period of the building a front porch with an awning is being restored. Unfortunately, a strip of city owner right-of-way prevents the installation of the porch and barrier-free entry to use the porch. The right-of-way would allow the porch and barrier-free entrance to all be within the same property.

The purchasers have offered \$1 for the purchase of the property and have agreed to retain ownership of the property, retain a 5 foot easement for public use of the right-of-way and that the premises will comply with all zoning use restrictions. Additionally, the property shall revert back to the City if development does not occur within five years.

Upon further review of the site plan it was determined that small 94 square foot piece of property on the Cross Street side of the building was also public right-of-way. The building currently encroaches on this property and staff recommended vacating the parcel for consistency of the parcel.

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

The Site Plan for the development has been approved.

ATTACHMENTS: Proposed Resolution and Amendment to Purchase Agreement

RECOMMENDED ACTION: Staff recommends approval of the proposed amendment to the purchase agreement and a resolution authorizing the Mayor to enter into the agreement.

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: 11/28/17

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2017-276
November 28, 2017

RESOLUTION TO APPROVE ENTERING INTO AN AMENDMENT TO PURCHASE AGREEMENT FOR THE SALE OF CITY-OWNED RIGHT-OF-WAY

WHEREAS, The City of Ypsilanti approved a Real Estate Purchase Agreement dated May 17, 2017 for the purpose of conveying its rights-of-way for the redevelopment of a historic building; and

WHEREAS, the subject parcels are located on or about 400 N. River Street, ID#11-11-04-495-024; and

WHEREAS, a purchase agreement has been approved and outlines an access easement for public sidewalk to be reserved, use restrictions on the property, the sale price of \$1, and the reversion of the property if the development is not completed within five year; and

WHEREAS, the amendment to the purchase agreement extends no later than December 31, 2017; and

WHEREAS, this redevelopment of the property known as the Thompson Block would not be historically accurate without the additional rights-of-way.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that the City Council authorizes the Mayor of the City of Ypsilanti to enter into the amendment to the purchase agreement with The Original and Only Thompson Block, LLC.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

THIS AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT ("Amendment") is made this _____ day of November, 2017, by and between **THE CITY OF YPSILANTI**, a Michigan home rule city ("Seller") and **THE ORIGINAL AND ONLY THOMPSON BLOCK, LLC**, a Michigan limited liability company ("Purchaser").

RECITALS:

A. Seller and Purchaser entered into a Real Estate Purchase Agreement dated as of May 17, 2017 (hereafter, the "Purchase Agreement"), pursuant to which Seller agreed to sell to Purchaser and Purchaser agreed to purchase from Seller certain real property contiguous to Buyer's other property located at 400 River Street, Ypsilanti, Michigan (collectively, the "Property"). All capitalized terms used herein but not otherwise defined shall have the same meaning as set forth in the Purchase Agreement.

B. Seller and Purchaser desire to amend the Purchase Agreement as hereinafter provided.

THEREFORE, in consideration of the mutual promises, conditions and covenants contained herein, Seller and Purchaser agree as follows:

1. The Closing Date for performance referenced in Paragraph 10 of the Purchase Agreement is hereby extended to such date that is mutually agreeable to Purchaser and Seller, but in no event later than December 31, 2017.
2. Except as expressly provided herein, all other terms and conditions of the Purchase Agreement are unmodified and remain in full force and effect.
3. Each of the parties hereto represents and warrants to the other that this Amendment is its duly authorized action. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, successors in interest and assigns.
4. This Agreement may be executed in one or two counterparts, each of which will be an original, and all of which together shall constitute one and the same document. Facsimile signatures shall be effective as originals.

In witness whereof, the parties hereto set their hands.

By the duly elected or appointed representatives of the **CITY OF YPSILANTI:**

Mayor, Amanda Edmonds

Date

City Clerk, Frances M. McMullan

Date

By the duly appointed representatives of **THE ORIGINAL AND ONLY THOMPSON BLOCK, LLC:**

Jon A. Carlson, Manager

Date

Greg Lobdell, Manager

Date

APPROVED AS TO FORM:

JOHN M. BARR
Ypsilanti City Attorney



Resolution No. 2017-277
November 28, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas residents have complained about cut through and speeding traffic on Ferris Street between W. Ainsworth and S. Hamilton; and

Resolved by the City Council of the City of Ypsilanti that speed bumps be placed on Ferris Street between W. Ainsworth and S. Hamilton.

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: dduchene@barrlawfirm.com

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

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

REQUEST FOR LEGISLATION

DATE: November 22, 2017

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Resolution to issue request for proposals for parking services

SUMMARY/BACKGROUND

The City of Ypsilanti Parking Violations Bureau has been operating since December of 2015. Since its inception, the Bureau has been utilizing CLEMIS (Courts and Law Enforcement Management Information System) for its hardware (handhelds and printers) and data tracking software. The Bureau has been able to function with this system, despite some issues and inefficiencies which have continually evaluated and attempted to resolve by staff.

However, the City has been notified by CLEMIS that it is phasing out its hardware for parking violations and has suggested that agencies find other solutions for its parking needs. Staff is interested in issuing a request for proposals for potential bidders to provide both hardware and software for the Bureau which will replace the current framework and help improve upon the previously mentioned issues.

Adoption of the attached resolution will authorize staff to issue the attached RFP in order to present a contract to City Council for ultimate approval.

ATTACHMENTS: Proposed resolution and RFP

RECOMMENDED ACTION: Adoption of the resolution

DATE RECEIVED: _____ AGENDA ITEM NO. Resolution No. 2017-278

CITY MANAGER COMMENTS:

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL



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

November 22, 2017
Page 2

COUNCIL ACTION TAKEN:



Resolution No. 2017-278
November 28, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI THAT:

WHEREAS, the Ypsilanti City Council amended Ypsilanti City Code Section 102-81 to establish a Parking Violations Bureau for the purpose of handling all alleged parking violations within the City of Ypsilanti pursuant to the Revised Judicature Act, Public Act 154 of 1968, as amended (MCL 600.8395); and

WHEREAS, the Ypsilanti City Council adopted resolution No. 2016-005, approving the rules of the Parking Violations Bureau; and

WHEREAS, since its inception, the Parking Violations Bureau and enforcement officers have been utilizing Courts and Law Enforcement Management Information System ("CLEMIS") for its hardware and software needs; and

WHEREAS, CLEMIS has advised that they are phasing out its hardware for parking violations and has encouraged agencies to find other solutions to the parking needs; and

WHEREAS, the City is interested in contracting with a third-party capable of supporting the Parking Violations Bureau's need for hardware and software support, particularly to provide handheld devices and printers; software to track, find, store and share data between devices and agencies within the City, Courts and State of Michigan; and for increased efficiency, including the issuance of notices for payment of outstanding violations;

NOW THEREFORE BE IT RESOLVED that staff of the City and the Parking Violations Bureau is directed to issue the attached request for proposals to locate a third-party to provide such services, with a proposed contract from the successful bidder to be approved by City Council.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

City of Ypsilanti, MI

Parking Ticket & Permit Processing Services

SCOPE OF SERVICES

The City of Ypsilanti (City) is seeking a completely integrated, outsourced solution for the hardware and software needs of its Parking Violation Bureau. This includes such hardware and software needed for the issuance and processing of violation notices and citations. . All proposals must include a detailed plan of all computer hardware, software, and other services to be developed. The City generates approximately 7,000 parking tickets per year. The City will collect all walk-in parking ticket payments directly, while the successful vendor will be responsible for mail-in and online/phone payment processing. All proposals must include a detailed plan including all hardware and software, notices, reports, conversion of master files, and other items as specified herein

It is expected that all services be successfully implemented within sixty (60) days of the City of Ypsilanti entering into an agreement with the selected vendor.

All computer mobile hardware collection tools provided will remain the property of the successful responder.

Attachment 1 herein contains the adopted ordinance of the City of Ypsilanti establishing the Parking Violations Bureau, as well as the adopted Rules and Regulations of the Bureau. By submitting a proposal, the vendor agrees to abide by the regulations and laws of the United States of American and State of Michigan, as well as the ordinances and rules of the City of Ypsilanti.

Attachment 2 herein is the City of Ypsilanti Contract Addendum Form. By submitting a proposal, the vendor agrees to all relevant terms and conditions contained therein.

PROPOSAL REQUIREMENTS

The proposal shall include a statement of qualifications. The statement should include the name, address, and brief history of the vendor. Contractors interested in applying must include a list of current clients and a minimum of three references. The City will select the proposal that, in its sole judgement, is in the best interest of the City of Ypsilanti. Applicants must furnish a sealed, written proposal in accordance with this RFP with five (5) paper copies and an electronic copy delivered with the proposal.

Applicants must deliver the proposal and copies to the office of the Ypsilanti City Clerk, 1 South Huron Street not later than 3 p.m. EST on January 12, 2018. Applicant is responsible to have the City Clerk date stamp the proposal envelope. Proposals must be in the City Clerk's office on the date and time specified. Late proposals will not be considered. Proposals must be signed by a responsible agent of the vendor and must be valid for 120 days.

Submit the proposal on letter size paper using at least a font size of 12 points. Print on one side only. Proposals shall include an executive summary and transmittal letter. Provide tabs for each major section. There will be no formal bid opening.

The City of Ypsilanti reserves the right to accept or reject any and all bids or parts of bids and to waive any and all irregularities, informalities, inconsistencies, and to negotiate contract terms with the successful applicant(s), and to disregard all non-conforming, non-responsive or conditional proposals. The City reserves the right to accept any bid and price shall not be the sole determining factor.

The City reserves the right to accept part of a bid and reject other parts. Acceptance of any proposal will be based on level of experience, qualifications, costs and other factors. The City of Ypsilanti reserves the right to accept a proposal, which it determines in its sole discretion, to be in its best interest.

The City reserves the right to interview any of the bidders prior to accepting a proposal.

Successful applicant must agree for all members and employees of the applicant Company to not become involved in the advocacy of the political campaign of any candidate for election to the Ypsilanti City Council. In addition to not make any contribution of any kind designed to further the candidacy of any individual seeking election to the Ypsilanti City Council. Public or private participation in the advocacy of political candidates for the office of Ypsilanti City Council (including the Mayor) shall be prohibited as a condition of employment.

The City reserves the right to modify or terminate the contract based on significant Company changes.

Pursuant to the Iran Economic Sanctions act, MCL 129.313, before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Contractor, the Contractor must first certify that it is not an "Iran Linked Business" as defined by that law. Bidding on this RFP is such certification.

METHOD OF AWARD

The City will be taking into consideration more than cost in its evaluation process. Other criteria will include but not be limited to the following:

- Overall reputation of the vendor.
- Ability of the vendor to provide the services.
- Favorable reference checks (particularly with Michigan municipalities).
- Overall financial position of the vendor and its stability/ ability to provide specified insurances.
- The number and scope of any conditions included in the vendor's proposal.

- Quality of lightweight handheld units offered to the City along with simplicity of use. Replacement units must be available within 48 hours.
- Experience and understanding in working with the State of Michigan Secretary of State for processing registration requests
- Experience and direct access to the remaining out-of-state Department of Motor Vehicle (DMV) agencies, particularly with the nearby States of Illinois, Indiana, Iowa, Ohio and Wisconsin.
- Vendor must not have been prematurely terminated from any similar contracts in the State of Michigan for the last five (5) year period.

After technical qualities have been evaluated, the vendor will be selected based on the subjective determination of the best interest(s) of the City of Ypsilanti.

CONTRACT PERIOD

The term of the contract shall be for an initial five (5) years and may be renewed upon mutual agreement of both parties annually thereafter.

PAYMENT

The City of Ypsilanti will pay the successful responder for each ticket issued during the contract period, in addition to reimbursement for postage on delinquent notices. Proposal should clearly state any appropriate fees.

SYSTEM UP-TIME

Successful responder's computer system shall be online and all services shall be available to the City no less than ninety-five (95%) of the duration of Agreement. Failure to meet specified "up-time" shall be grounds for cancellation of contract.

BACKUP SYSTEMS

A total backup for all software, hardware, and other equipment is required. All data files and databases are to be backed up at least once per day. The tapes/media, which are backed up, are to be sent to offsite storage on a daily basis.

DISASTER RECOVERY PLAN

The responder should state what the disaster recovery plan is for their computer facility. It is expected that each responder should have an offsite, mirrored facility should an incident render the primary facility inoperable.

INSTALLATION TIME FRAME

Responder's must demonstrate their ability to install and operate the proposed system within ninety (90) days' notice of award.

COMPONENTS OF SERVICE TO BE PROVIDED

The successful responder chosen will provide the following at no additional charge:

- All hardware, software, and maintenance required to run an online computer service which meets the City's specifications
- Any installation costs
- Data entry for all manual parking tickets issued by the City within 48 hours (business) of receipt by vendor with a 98% accuracy rate
- Process and account for all mail-in parking ticket payments sent to the vendor's Post Office Box.
- Deposit parking ticket monies received directly into a City-owned bank account.
- A toll-free number for the City to contact vendor service/ support (this number should be operational from 8:30 AM to 5:00 PM EST).
- All necessary forms and tapes.
- All initial and ongoing training.
- Provide for retention of data for ten (10) years.

HANDHELD SPECIFICATIONS

The City of Ypsilanti is looking for the successful responder to supply handheld ticket writers for automated parking ticket issuance. The City would like the opportunity to select from multiple handheld options that meet the following specifications:

- Image capture and barcode reading capabilities
- Weigh less than 2 pounds
- Readable in all weather conditions
- Drop durability of four (4) feet to concrete
- Operating temperature of -4°F to 122°F
- Complies with the IP54 rating for dust and water-splash protection
- No loss of data while transferring data from handheld to server
- Customizable Programming
- Realtime notification to operator if a vehicle has six or more outstanding tickets

HARDWARE AND SOFTWARE NEEDS

The following hardware and software is to be provided at no additional charge to the City:

- Barcode Reader
- Handheld Ticket Writers and all required peripherals
- Software Licenses to vendor's Ticket Management System
- Ability to electronically export citations to the 14A2 District Court

All hardware to be provided must be the latest state-of-the-art, and fully operational. Malfunctioning equipment shall be repaired or replaced within forty-eight (48) hours of notification to vendor at no charge to the City. Consideration should be given into having spare stock of the City's necessary computer equipment to be able to meet this requirement.

RESPONSE TIME OF SYSTEM SERVER TO COMPUTER TERMINAL

Responder's computer system must be able to deliver a response to an on-line terminal inquiry within (one-half second) 0.5 seconds.

SECURITY FEATURES/ AUDIT TRAIL

The responder must provide adequate security features for both the hardware and software of the system, such as password security, and provide an audit trail of record changes to the system by all users.

TRAINING OF CITY STAFF

Responder shall provide training of City staff on the computer system until competency of hardware and software is achieved. Training will also be required, both classroom and field training, for all staff who will be utilizing the handheld units. Contract must include training of any new staff members. All requests for training by the City shall be honored at no charge. Proposal should include an explanation of how training shall be implemented.

IN-STATE PROCESSING

Responder is required to directly interface with the State of Michigan Secretary of State and must have an account with the same for license plate lookup services. Registered owner name retrieval with the State of MI SOS must occur at least weekly. Proof of said account must be available for inspection by the City of Ypsilanti. Proposal must show experience in accessing the Michigan Secretary of State for a minimum of ten (10) years.

OUT-OF-STATE PROCESSING

Responder is required to interface directly with all of the remaining non-Michigan DMV agencies throughout the United States to acquire registration data; indicate how timely processing of out of state tickets will occur and clearly outline which states they have direct access to. Due to Ypsilanti's close proximity to the States of Illinois, Indiana, Iowa, Ohio and Wisconsin, of particular importance is demonstrated experience of interfacing directly with the DMV agencies from these states. Vendor must be able to issue notices to non-Michigan violators for citations unpaid after the due date of the ticket.

NEW TICKET PROCESSING

The successful responder data enter all manual/book tickets on behalf of the City and provide a digital image of said ticket to the City via the vendor software and to the ticket recipient via a secure, vendor hosted web portal.

Automated tickets shall contain a scan line containing ticket number and the successful vendor shall be responsible for providing all equipment and training for City employees to write, print, produce, sync, and transfer citations from the handheld ticket writers to the vendor software.

NOTICES

Successful responder will be responsible for the issuing and sending of all parking violation notices. Each type of notice should have the provision of up to twenty (20) line items. Notice text must be able to be changed within twenty-four (24) hours of request by the City. Notices are required to meet the minimum standard of the Rules and Regulations of the Parking Violations Bureau. Briefly, this requires notice to the last known address of the vehicle's registered owner at thirty (30) and sixty (60) day intervals by first-class US Mail.

Notices are to be addressed to the vehicle's registered owner based upon registration files from the various states' department of motor vehicle agencies. Successful responder must actively pursue locating new addresses for violators whose notices have been returned for lack of a valid address and not send further notices until a new address is obtained.

Each notice should identify:

- The date the notice is generated
- The vehicle's registration/ plate number and state

Each notice should also include the following:

- Ticket number
- Ticket
- Ticket location
- Fine amount
- Name and address of the vehicle's registered owner
- Date and time ticket issued
- Color, style, make, and model of the vehicle
- License plate number of the vehicle
- Issuing officer's name
- Location of the ticket
- Other relevant information

Fines will escalate according to the scheduled indicated in the City of Ypsilanti's resolutions and ordinances. Language on the notices will vary according to the type of notice. On a monthly basis for each type of notice, registers will be prepared in state/plate order and will include ticket number, issue date, place of ticket, ticket description, owner's name, address, fine and penalty.

PAYMENT PROCESSING

The Vendor shall rent a post office lockbox for the remittance of payments. All payments received by the vendor must be processed at the Lockbox the same day that they are received and all cash and checks must be available for deposit by the next morning.

The Vendor is responsible for (a) the receipt and routing of all lockbox mail, (b) the processing, accounting and daily deposit of lockbox payments, (c) the routing of parking ticket related correspondence, and (d) the retention of parking ticket payment documents (e.g., retain copy of endorsed check copy as well as any documents from the violator detailing the ticket(s) to be paid.

The following payment types must be accepted:

- a. whole and partial ticket payments
- b. multiple whole and multiple partial ticket payments

The Vendor shall establish procedures to ensure that:

- a. all mail retrieved at the post office lock box is delivered to the processing facility / location
- b. all mail is correctly sorted and batched
- c. the City receives all correspondence on a timely basis
- d. the entry of payment information is accurate
- e. all batched payments submitted to processing staff are subsequently processed
- f. all processed payments are correctly updated to the system
- g. all items rejected during batch update are recorded, including subsequent re-entry of such items.

The Vendor shall maintain effective security over cash, checks, and terminals. This includes the timely depositing of any cash payments received and the control of error correction capabilities.

The Vendor shall reconcile amounts paid, posted, and amounts deposited. Further, the Vendor shall provide the City with all pertinent back-up documentation of each transaction listed on all bank statements (e.g., daily lockbox deposit slip copies, all bounced check bank listings, any and all credit/debit items, all wire transfer activity, etc.; and copies, front and back.

HANDHELD IMAGES

Images that are captured by the handheld ticket writers must be available for retrieval and viewing through the vendor's proposed parking system. Ticket images should be associated with the individual tickets that were issued.

ONLINE APPEALS

The vendor must provide capability for the public to file disputes electronically through an interactive website. As disputes are processed the parking ticket database must be updated in real-time and the ticket(s) in question must automatically be put on hold pending the City's review of the appeal.

REPORTS

Successful responder will be responsible for the programming and issuing of all reports listed below. There will be a minimum of forty (40) hours of reporting provided at no charge to the City. This time can be used for the fulfillment of any new/special reporting requests as well as modifications to existing reports. The City should also have the ability to generate ad hoc reports directly from the successful responder's parking ticket system.

- *Monthly New Ticket Report* showing the new tickets entered on the master file, issued by date and fine amount.
- *Monthly Payments Collected Report* showing ticket payment processing by date of processing including ticket numbers, amount paid, pay date, issue date, notice mailing date and totals for each day and each report.
- *Monthly Out-Of-State Report* showing by state/plate, tickets issued to non-Wisconsin plates, including ticket number, issue date, issue time, ticket code, total fines, penalties, reductions, payments and total due, together with a summary showing total for each state and grand totals.
- *Monthly Report* listing all outstanding tickets on each plate sorted alphabetically by the name of the registered owner. The report will include the plate number, ticket number, fine, penalty, reduction, paid and due amounts.
- *Monthly Disposition Report* listing by state/plate number, the ticket numbers of tickets dismissed during the month on each plate, including the dollar amount for each ticket dismissed and total dollar amount for each plate and the total number of tickets dismissed that month and the total dollar value of tickets dismissed during the month.

- *Weekly Scheduled-Hearing Report* showing all tickets scheduled for hearing with ticket number and amount, date of issue, hearing date and time, state/plate name and address of owner.
- *Monthly DMV Scofflaw Report* by license plate, showing the total plates flagged for non-renewal at the Wisconsin Department of Motor Vehicles.
- *Daily On-Line Cashiering Report* listing all payments and adjustments by ticket number, amount, method of payment, cashier, date and plate number.
- *Weekly Noticing Activity Report* showing by plate number, the noticing activity with mail date, ticket, number, name, address and amount due
- *Weekly DMV Make Match Failure Report* showing by ticket number the tickets that failed to match up with DMV file information.
- *Monthly Lease/Rental Report* showing by plate number, all tickets issued to lease/rental vehicles by company name, address, date of issue, location, make, color, and amount due.
- *Monthly Tickets Issued by Badge Number Report* listing the number of tickets issued by each officer by badge number by ticket code.

BOOTING AND TOWING

The proposed system solution must provide on-line facilities for tracking vehicles that have been booted or towed for illegal parking or persistent parking offenses including:

Retrieval of boot/ tow information to include date and time vehicle was booted/ towed, location that the boot/ tow occurred, location vehicle was towed to, date and time that boot/ tow was released.

Automatic entry of boot/ tow, storage fees upon booting/ towing of a vehicle. These fees must be displayed on the inquiry terminal along with the appropriate message to alert the City of the action taken and be paid /accounted for on the cash registers.

SYSTEM INQUIRY

In addition to the traditional methods of inquiry (i.e. Ticket number/ plate number), the proposed system should have the capability to access violator database from violator last name. Ypsilanti personnel must be able to input a violator's name and have all information pertaining to that individual displayed.

RETURNED CHECKS

Successful responder must provide the ability to reinstate tickets for checks that have been returned. When tickets are reinstated to the file, revenue accounting must reflect the reduction. In addition, the system must automatically notify an operator when a violator has previously issued a bounced check in the past, instructing them to no longer accept payments by check from this individual.

WEB-BASED PAYMENTS

Responders should detail their solution for a vendor hosted payment website. Said website should provide ticket recipients the opportunity to review a copy of the ticket received, appeal citation issued and pay their tickets in full. The successful vendor must offer the ability to remit payment(s) directly to a City bank account via daily ACH. All credit card data must be protected using 128-bit encryption and successful responder must provide PCI Certification of Compliance.

CONVERSION FROM EXISTING SYSTEM

In addition to the processing of new tickets, the responder's solution must be able to convert and take over the processing of master files that make up the City's existing parking ticket database. All costs for conversion must be absorbed by the responder.

CONVERSION AND EXPORTING OF CITATIONS

The Rules and Regulations of the Parking Violations Bureau provide that failure to timely respond to a notice of parking violation will result in the issuance of a citation by the City of Ypsilanti. After proper notice, the system should auto-generate citations for issuance and export such citations to the 14A2 District Court's management system.

PERMIT PROCESSING

The vendor must have permit management software capable of issuing and tracking multiple permit types. The responder will be responsible for the conversion of the City's current permit database and all handheld ticket writer devices must be compatible with the permit program for tracking purposes.

The successful vendor will offer online permit management and will be responsible for the timely mailing of all parking permit renewal letters using First Class mail. These shall be delivered for mailing to the U.S. Postal facility no later than twenty-four (24) hours after the printing of the notices.

CUSTOMER SERVICE

Proposers should have a designated contact for the City to provide both training and day-to-day support.

Successful proposers will also provide Customer Service to ticket recipients via a dedicated toll free telephone line. Calls should be answered following a strict script custom designed to address the City's unique needs and be answered five (5) days per week during normal business hours.

ATTACHMENT 1

CITY OF YPSILANTI
Parking Violations Bureau
Rules and Regulations

Preamble

These Rules and Regulations of the Parking Violations Bureau ("Bureau") are established for the operation of the Bureau, pursuant to Chapter 102, Article III, Division 2, Section 102-81(b) of the Code of Ordinances for the City of Ypsilanti.

Section 1: Compliance with Laws

The rules, regulations, and procedure of the Bureau will comply at all times with applicable ordinances and resolutions of the City of Ypsilanti; the rules and procedures of the 14A2 District Court; and the laws of the State of Michigan.

Section 2: Methods of Payment

A person who receives a parking violation notice issued by the City of Ypsilanti and wishes to admit responsibility may do so by paying to the Bureau the full amount of the applicable fines and costs as follows:

- The Bureau will accept the following methods of payment: Cash; check or money order, payable to the City of Ypsilanti; or credit card, Visa is not accepted.
- Persons may pay in person by any of the methods above during regular office hours.
- Persons may pay by check or money order by mail or drop box. Payments will be accepted in the drop box until midnight on the due date.
- There is a 3 percent charge for paying with a credit card and a \$45 fee for returned checks.
- Payments are considered paid when received by the Bureau.

Section 3: Contesting a violation

If a person receives a parking violation notice issued by the City of Ypsilanti and denies responsibility or desires to plea responsible with an explanation, they must do so in accordance with Article III, Division 2, Section 102-81(f) of Code of Ordinances for the City of Ypsilanti. The Bureau has created a form for convenience, but use if this form is not required. Respondents may contest a violation to the Bureau in person or by mail. The amount of the fine for the contested violation will be the amount the fine would have been as if it had been paid on the day the Bureau receives the necessary submittals in compliance with Section 102-81(f). Once a violation is properly contested,

the Bureau will forward the submittals and all necessary paperwork to the 14A2 District Court and the Bureau will not be able to accept payment. If a respondent is found responsible, additional costs and fees may be applied by the 14A2 District Court according to its rules and procedures.

Section 4: Failure to Respond

If a person receives a parking violation notice issued by the City of Ypsilanti and fails to respond by either admitting responsibility and paying all fines and costs or by properly contesting a violation notice, the Bureau will notify the respondent by first-class mail to the registered owner of the vehicle at the owner's last known address that failure to respond accordingly will result in a citation being filed with the 14A2 District Court, according to Article III, Division 2, Section 102-81(d) of Code of Ordinances for the City of Ypsilanti. Two notifications will be made by the Bureau before a citation is filed. The first subsequent notification will be made 30 days after the notice of violation issued. The second subsequent notification will be made 60 days after the notice of violation is issued. A citation will be issued if no proper response is made 90 days after the notice of violation is issued.

Citations issued must be delivered by first-class mail to the registered owner of the vehicle at the owner's last known address, with a copy to the 14A2 District Court. After a citation is issued, all payments for parking violations must be made to the 14A2 District Court only and the Bureau will not be able to accept payment. The 14A2 District Court may apply additional costs and fees according to its rules and procedures.

(Established: January 5, 2015)

The City of Ypsilanti
Notice of Adopted Ordinance
Ordinance No. 1256

AN ORDINANCE TO AMEND YPSILANTI CITY CODE CHAPTER 102 "TRAFFIC AND VEHICLES," ARTICLE III "STOPPING, STANDING AND PARKING," DIVISION 2, BY AMENDING DIVISION 2 TO BE TITLED "PARKING VIOLATIONS BUREAU AND ENFORCEMENT," AND TO AMEND DIVISION 2 TO CREATE A PARKING VIOLATIONS BUREAU, TO SET FORTH RULES AND PROCEDURES FOR THE PARKING VIOLATIONS BUREAU, AND TO HAVE FINES AND FEES SET BY RESOLUTION OF CITY COUNCIL.

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

That Chapter 102 of the Code of Ordinances, City of Ypsilanti, Michigan, entitled "Traffic and Vehicles," Article III "Stopping, Standing and Parking," Division 2 is hereby amended to be titled as follows:

DIVISION 2. - PARKING VIOLATIONS BUREAU AND ENFORCEMENT

That Chapter 102 of the Code of Ordinances, City of Ypsilanti, Michigan, entitled "Traffic and Vehicles," Article III "Stopping, Standing and Parking," Division 2, Section 102-81 is hereby amended as follows:

Sec. 102-81.-Parking Violations Bureau..

(a) Pursuant to the Revised Judicature Act, Public Act 154 of 1968, as amended (MCL 600.8395), a Parking Violations Bureau, for the purpose of handling alleged parking violations within the City of Ypsilanti, is hereby established. The Parking Violations Bureau will be under the supervision and control of the City Manager or the City Manager's designee.

(b) The City Manager or the City Manager's designee will, subject to the approval of the City Council, establish a convenient location for the Parking Violations Bureau, appoint qualified City employees to administer the Bureau and adopt rules and regulations for the operation thereof.

(c) Violations of parking restrictions constitute civil infractions which will be governed in accordance with the Motor Vehicle Code, Act No. 300 of the Public Acts of Michigan of 1949 (MCL 257.1 et seq.), as amended. A police officer or any other authorized person may issue "citations" or "parking violation notices" for violations of the City's ordinances involving the parking or standing of a motor vehicle, including those provisions set forth in the City Code and those adopted by reference in the Michigan Vehicle Code, 1949 PA 300, MCL 257.1 to 257.923, as amended, and the Uniform Traffic Code, as amended. A copy of the citation or

parking violation notice is not required to be served personally upon the respondent but may be served upon the registered owner by attaching the copy to the vehicle.

(d) If a parking violation notice is served on the respondent or attached to the vehicle, payment of the civil fine and costs may be to the Parking Violations Bureau. If an admission of responsibility is not made and the civil fine and costs, if any, prescribed by the for the violation are not paid at the Parking Violations Bureau, a citation may be filed with the District Court and a copy of the citation may be served by first-class mail upon the registered owner of the vehicle at the owner's last known address. The citation filed with the Court need not comply in all particulars with MCL 257.727c and MCL 257.743, but must consist of a sworn complaint containing the allegations stated in the parking violation notice and must fairly inform the respondent how to respond to the citation including the length of time in which the person to whom the same was issued must respond before the Court. Parking violation notices must indicate the address of the Bureau, the hours during which the Bureau is open, the amount of the penalty scheduled for the offense for which the ticket was issued and advise that a citation may be filed with the District Court if the person issued the parking violation notice fails to respond within the time limit.

(e) No violation may be settled at the Parking Violations Bureau except at the specific request of the alleged violator. No penalty for any violation will be accepted from any person who denies having committed the offense and in no case will the person who is in charge of the Bureau determine, or attempt to determine, the truth or falsity of any fact or matter relating to the alleged violation. However, the payment of the prescribed fines and costs without any denial or explanation will be deemed to be an admission of responsibility. No person is required to dispose of a parking violation at the Parking Violations Bureau, and all persons are entitled to have any violation processed before a court having jurisdiction thereof if they so desire. The unwillingness of any person to dispose of any violation at the Parking Violations Bureau will not prejudice him or her nor in any way diminish the rights, privileges and protection accorded to him or her by law.

(f) Contesting a parking violation notice. A person who receives a parking violation notice and denies responsibility or desires to plea responsible with an explanation must sign a statement that he or she wishes to contest the ticket, and include in the statement a copy of the parking violation notice, vehicle information including plate number, and owner information including current address to the Parking Violations Bureau. The Parking Violation Bureau will forward that request along with all other necessary paperwork to the District Court . The District Court will handle all contested cases.

(g) Request for relief from a parking violation notice. The City Manager or his or her designee is authorized to set up rules and procedures to grant relief from a parking violation notice where relief appears appropriate where the decision to grant relief does not include a determination of liability and the truth or falsity of any fact or matter relating to the alleged violation.

Sec. 102-81. — ~~Parking violations.~~

~~(a) — Violations of parking restrictions constitute civil infractions which shall be governed in accordance with the Motor Vehicle Code, Act No. 300 of the Public Acts of Michigan of 1949 (MCL 257.1 et seq.), as amended. Any person who receives a parking violation notice may accept responsibility by paying the specified fine at the traffic violations bureau, either in person, by mail or by depositing the fine in fine collection boxes. Acceptance of the fine so paid shall be deemed complete satisfaction of the violation. If the defendant fails to admit responsibility within five days of the parking violations notice, a fee as set by resolution of the city council shall be assessed, in addition to the fee specified in the schedule. If it is necessary to issue a citation to the defendant, an additional violation notice fee as set by resolution of the city council shall be assessed.~~

~~(b) — A person receiving a parking violation notice may deny responsibility or admit responsibility with explanation by appearing at the district court.~~

That Chapter 102 of the Code of Ordinances, City of Ypsilanti, Michigan, entitled “Traffic and Vehicles,” Article III "Stopping, Standing and Parking," Division 2, Section 102-82 "Schedule of violation fees" is hereby amended as follows:

Sec. 102-82. - Schedule of violation fines and fees.

The schedule of violation fines and fees if responsibility is admitted and the fee is paid within five days of the issuance of the for parking violation notices and citations is as set by resolution of the city council.

Section 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, is for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment will not affect, 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 will 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 has 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.

Section 3. Repeal.

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

Section 4. Savings Clause.

The balance of the Code of Ordinances, City of Ypsilanti, Michigan, except as herein or heretofore amended, shall remain in full force and effect. The repeal provided herein will 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.

Section 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.

Section 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 15th
DAY OF September, 2015.

Frances McMullan, City Clerk

Attest

I do hereby confirm that the above Ordinance No. 1256 was published according to Section 11.13 of the City Charter on the 16th day of September, 2015.

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 15th day of September, 2015.

Frances McMullan, City Clerk

Notice Published: August 12, 2015

First Reading: September 1, 2015

Second Reading: September 15, 2015

Published: September 16, 2015

Effective Date: October 15, 2015

ATTACHMENT 2

ADDENDUM TO AGREEMENT FOR SERVICES

This Addendum shall be a part of a certain Agreement between the CITY OF YPSILANTI, a Michigan municipal home-rule corporation of One South Huron Street, Ypsilanti, Michigan 48197 referred to as "CITY", and _____, of _____, Michigan, referred to as "CONTRACTOR", a _____. (sole proprietor, corporation, partnership, etc.).

1. This Addendum is an addition and amendment to the primary Contract between the parties. In an event of a conflict between the language of this Addendum and the primary Contract, the language and terms of this Addendum shall take precedence.

2. Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.

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

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

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

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

7. This Agreement shall be governed by and construed in accordance with the laws of Michigan.

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

9. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by

it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.

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

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

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

12. Insurance.

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

b. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY by

registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

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

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

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

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

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

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

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

YES ____	NO ____	1)	Comprehensive General Liability
YES ____	NO ____	2)	Automobile Liability
YES ____	NO ____	3)	Owners Contractors Protective Liability

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

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

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

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

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

(3) Automobile Liability insurance with minimum limits of liability, per occurrence, of \$1 Million Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract

specifications. This insurance shall include for bodily injury and property damage the following coverages:

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

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

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

(5) Construction Insurance: The CONTRACTOR at his own cost and expense shall provide and maintain the applicable construction insurance until the Contract is accepted by the CITY and/or its designee. This coverage shall be written for 100% of the completed value covering the CITY as the insured, with a deductible of not more than \$1,000. The CONTRACTOR shall provide the original and duplicate policy to the CITY (unless the CITY shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).

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

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

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

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

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

i. If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this

Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

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

13. Conflict of Interest. The CONTRACTOR covenants that the CONTRACTOR (individually, or if a corporation, trust, limited liability company or partnership, "the entity") nor any officer, principal, partner, agent or employee of the entity has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract. Further that if any such conflict of interest develops and exists during the term of the contract that the CONTRACTOR shall, within 7 days of the existence of such conflict of interest, notify the CITY in writing of the existence and nature of the said conflict of interest.

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

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

16. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment based on a person's actual or perceived race, color, religion,

national origin, immigration status, sex, sexual orientation, gender identity, age, marital status, disability status, gender expression, familial status, education association, height, or weight (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Living Wage.

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

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

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

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

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

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

22. Minimum Wage.

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

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

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

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

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

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

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

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

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

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

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

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

29. Rights to Inventions Made Under a Contract or Agreement. If this is a contract for the performance of experimental, developmental, or research work, and funded in whole or part by monies derived from the Federal government (either directly or indirectly), CONTRACTOR agrees to rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made

by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of _____, 20____.

CONTRACTOR

CITY OF YPSILANTI

BY: _____

Print:

Its:

BY: _____

Darwin McClary

City Manager

APPROVED AS TO FORM:

JOHN M. BARR P-10475

Ypsilanti City Attorney



Resolution No. 2017-279
November 28, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

The Ypsilanti City Council will hold Regular Meetings at 7:00 p.m. in the City Council Chambers, located at One South Huron Street, Ypsilanti, Michigan 48197, for the year 2018 on the following dates:

January 9	July 3
January 23	July 17
February	August 14
February 20	August 28
March 6	September 11
March 20	September 25
April 3	October 9
April 17	October 23
May 1	November 6
May 15	November 20
June 5	December 4
June 19	December 18

The City of Ypsilanti encourages persons with disabilities to participate and will provide necessary reasonable auxiliary aids and services, such as signed for the hearing impaired, Limited English Proficiency (LEP) services, and audios of printed materials being considered at the meeting to individuals with disabilities upon two (2) days notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling the following:

City Clerk's Office
One South Huron Street
Ypsilanti, Michigan 48197-5420
(734) 483-1100

All persons are welcome to attend. Additional information may be obtained at the City Clerk's Office and written comments may be sent to the City Clerk's Office at the above listed address.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION

November 28, 2017

To: Honorable Mayor and Ypsilanti City Council
From: Darwin D. P. McClary, City Manager
Subject: **FY 2018-19 BUDGET PREPARATION CALENDAR**

SUMMARY & BACKGROUND:

City council is being requested to adopt the FY 2018-19 Budget Calendar. The calendar outlines all of the major steps in the budget preparation and adoption process and provides a detailed framework and schedule for completing each task in the process. The schedule complies with the required processes and deadlines outlined in the city charter.

PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

None

RECOMMENDED ACTION:

The City Manager recommends that the city council adopt the FY 2018-19 Budget Preparation Calendar as presented.

ATTACHMENTS:

Proposed FY 2018-19 Budget Preparation Calendar

CITY MANAGER APPROVAL: DDPM

COUNCIL AGENDA DATE: 11/28/2017

CITY MANAGER COMMENTS: Recommend adoption of the FY 2018-19 Budget Preparation Calendar as presented.

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2017 - 280
November 28, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti FY 2018-19 budget preparation process will commence in December 2017; and

WHEREAS, it is necessary to adopt a budget preparation schedule to assist in maintaining an appropriate schedule to ensure that all tasks related to the preparation and adoption of the budget are completed timely and in compliance with city charter and state law;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby adopt the FY 2018-19 Budget Preparation Calendar as prepared and presented by the City Manager.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



FY 2018-19 BUDGET PREPARATION CALENDAR

<u>DEADLINE</u>	<u>ACTION</u>	<u>RESPONSIBILITY</u>
November 28, 2017	Adopt FY 2018-19 budget preparation calendar	City Council
December 5, 2017	Schedule city council goal setting work sessions	City Council
December 15, 2017	Distribute budget preparation instructions and forms to department heads	Fiscal Services Director
January 3 – 31, 2018	Conduct city council goal setting work sessions	City Council
February 6, 2018	Adoption of resolution providing direction on budget priorities pursuant to Sec. 5.02 of the city charter	City Council
February 23, 2018	Submit preliminary property assessments to Fiscal Services Director	Assessor
February 23, 2018	Submit departmental budget requests, fee schedules, CIP schedules, and supporting documentation to City Manager and Fiscal Services Director	Department Directors
February 23, 2018	Submit preliminary General Fund revenue estimates to City Manager	Fiscal Services Director
February 26 – March 9, 2018	Meet with department directors to review departmental budget requests	City Manager and Fiscal Services Director



FY 2018-19 BUDGET PREPARATION CALENDAR

<u>DEADLINE</u>	<u>ACTION</u>	<u>RESPONSIBILITY</u>
March 23, 2018	Submit final Board of Review property assessment figures to Fiscal Services Director	Assessor
March 20, 2018	Schedule city council budget work sessions	City Council
March 26 – March 30, 2018	Meet with department directors to review necessary adjustments to departmental budget requests	City Manager and Fiscal Services Director
March 26 – April 6, 2018	Prepare final proposed budget	City Manager and Fiscal Services Director
April 3, 2018	Present proposed budget and Capital Improvement Plan to City Council; schedule budget and Truth-in-Taxation (if necessary) public hearing	City Manager, Fiscal Services Director, and City Council
April 4 – May 14, 2018	Conduct city council budget work sessions	City Council
April 4 – May 14, 2018	Prepare final proposed budget	City Manager and Fiscal Services Director
April 5, 2018	File and make available copy of proposed budget at Office of the City Clerk	Fiscal Services Director and City Clerk
April 5 – 12, 2018	Publish public notice of budget and Truth-in-Taxation public hearing (at least 15 days prior to public hearing)	City Clerk



FY 2018-19 BUDGET PREPARATION CALENDAR

<u>DEADLINE</u>	<u>ACTION</u>	<u>RESPONSIBILITY</u>
April 18, 2018	Planning Commission review and approval of Capital Improvement Program	City Planner and Planning Commission
May 1, 2018	Hold public hearing on proposed budget and Truth-in-Taxation (if required)	City Council
May 15, 2018	Adopt Budget and Capital Improvement Plan pursuant to Sec. 5.05(c) of city charter	City Council
May 15, 2018	Introduce Budget, Capital Improvement Plan, and Tax Levy Ordinances	City Council
May 15, 2018	Introduce annual comprehensive city fee schedule resolution	City Council
June 5, 2018	Adopt Budget Appropriation, Capital Improvement Plan, and Tax Levy Ordinances pursuant to Sec. 5.06 of city charter	City Council
June 5, 2018	Adopt annual comprehensive city fee schedule	City Council
June 6 – 13, 2018	Certification of tax levy to Assessor/County Equalization	Fiscal Services Director and Assessor
July 1, 2017	Budget takes effect	



**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: jhealy@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: November 27, 2017

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: China Trip Investigation

SUMMARY/BACKGROUND

Attorney Ed Plato of the Plato Law Firm has requested City Council Subpoena power in his investigation of the China trip. A proposed resolution to authorize and a model subpoena are attached.

RECOMMENDED ACTION: Review and adoption of resolution to approve.

DATE RECEIVED: _____ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: _____ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:



RESOLUTION NO. 2017-282
November 28, 2017

**RESOLUTION TO DELEGATE SUBPOENA POWER TO THE PLATO LAW FIRM
FOR INVESTIGATION OF THE TRIP TO CHINA
BY CERTAIN CITY COUNCIL MEMBERS AND EMPLOYEES**

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

Whereas, the City Council has the authority to issue subpoenas, administer oaths, take testimony, and require the production of documents and other evidence pursuant to MCL 117.4j(3) and sections 2.06 and 2.07 of the Charter of the City of Ypsilanti; and

Whereas, the City Council has retained The Plato Law Firm to investigate the trip to China taken by Mayor Amanda Edmonds, Mayor pro-tem Nicole Brown, Police Chief Tony Deguisti, and Economic Development Director Beth Bernat in late-September through early-October 2017 ("the China trip"); and

Wherefore, it is resolved that the City Council hereby grants and delegates to The Plato Law Firm the City Council's power to issue subpoenas, administer oaths, take testimony, and require the production of documents and other evidence on the Council's behalf as part of its investigation of the China trip. The Plato Law Firm is also hereby directed and granted permission to use the attached subpoena form while investigating the China Trip on behalf of the City Council.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

SUBPOENA
Order to Appear and/or Produce

IN RE the 2017 Trip to China by Mayor Edmonds,
Mayor pro-tem Brown, Tony Dequisti, and Beth Bernat

In the Name of the City Council for the City of Ypsilanti, Michigan,

TO:

[insert witness name and address]

YOU ARE HEREBY ORDERED TO:

- ☐ 1. Appear personally at the time and place stated below:

[insert date and address]

- ☐ 2. Testify under oath.

- ☐ 3. Produce or permit inspection or copying of the following items:

[insert list of records requested]

- ☐ 4. Other:

[insert further directions/conditions]

This subpoena is issued by Edward D. Plato of The Plato Law Firm, 30500 Northwestern Highway, Suite 425, Farmington Hills, MI 48334, (248) 855-6650, on behalf of the City Council for the City of Ypsilanti, pursuant to Resolution Number _____, MCL 117.4j(3), and sections 2.06 and 2.07 of the Charter of the City of Ypsilanti.

FAILURE TO OBEY THE COMMANDS OF THIS SUBPOENA OR TO APPEAR AT THE STATED TIME AND PLACE MAY SUBJECT YOU TO MISDEMEANOR PROSECUTION PUNISHABLE BY A FINE AS PROVIDED BY STATE LAW OR LOCAL ORDINANCE.

Date

Attorney

Bar no.

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I received service of the foregoing subpoena and required fees, if any,
together with any attachments on:

Day: _____

Date: _____

Time: _____

Signature: _____

Printed Name: _____

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing subpoena, together with
_____, was served by:

☐ Personal Service

☐ Registered or Certified Mail with Return Receipt

on:

[insert witness name, address, and date]

I declare under penalty of perjury that the statement above is true to the best of my
knowledge, information and belief.

Signature: _____

Printed Name: _____

Subscribed and sworn to before me this

_____ day of _____, 2017.

Notary Public

State of Michigan, County of _____

My Commission Expires: _____



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

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

MEMORANDUM

TO: Mayor Edmonds and Members of City Council

FROM: Dan DuChene, Assistant Ypsilanti City Attorney

DATE: November 22, 2017

SUBJECT: Community Benefits Ordinance

Last month City Council held a discussion concerning the development of a community benefits ordinance ("CBO") for the City of Ypsilanti. During this discussion, City Council requested that staff provide some input on the development of such an ordinance and report back to City Council. Staff has reviewed and researched the matter and several meetings were held. I have been asked to provide a report for City Council to consider and offer further direction for the drafting of language.

As a reminder, the adopted CBO will provide a policy and procedure to implement a Community Benefits Agreement ("CBA") between the City and developers requesting public incentives for projects within the City. The basic structure provided by City Council at its last meeting was that a triggering event causes the formation of some ad-hoc group to engage the community with the developer to make recommendations to City Council for a CBA to approve and execute with the developer.

The first matter to consider is the triggering event, which the CBO should define. Along these lines, staff is recommending two scenarios. The first is the sale of a City-owned parcel of land below market value. Sales under the City's Property Disposition Policy, City rights of way, and properties less than a 1/4 acre would not be included in the definition under the CBO. The second scenario is the application for City-approved financial incentives. Such incentives would be cash or near-cash assistance provided on a discretionary basis to attract or retain business operation, principally encompassing tax and economic incentives provided by federal, state, or local governmental bodies. There are several such incentives available that may qualify under such a definition. One step that needs to be completed is a review of such incentives to determine which the City would have authority to condition on a CBA. This should be completed before an ordinance is proposed for consideration.

cc: City Manager

The triggering event under each of these scenarios is an incentive of at least \$10,000. In the case of the sale of City-owned land, the event would occur upon approval of a purchase agreement. In the case of other financial incentive, the event would occur upon application for City approval. Once a qualifying event occurs, an ad-hoc committee would be formed. Staff is suggesting this committee be made up of one member of City Council representing the ward where the development is proposed, a representative of the Sustainability Commission, a representative of the Planning Commission, a representative of the Housing Commission, and up to three members of the community to represent relevant interests.

Several scenarios were discussed with regard to this body. These include a standing board, an ad-hoc board, a standing committee, or an ad-hoc committee. One difference between a board and a committee is that Council would select all members of a board. However, the Charter prevents Councilmembers from serving on boards. Ad-hoc bodies would have their membership selected at the time of the triggering event; the standing body would have its representation chosen initially all at one time, then as terms expired or members resigned. An ad-hoc structure possibly provides more flexibility with Council selecting a new board for each potential CBA, but that may also cause a delay in the process due to selection of members and ensuring multiple interests are represented. A standing body enables better training and institutional knowledge. However, a standing body would also provide less flexibility and the board may go through long stretches of time without any items to discuss. As previously stated, the staff recommendation is for an ad-hoc committee.

At the time the committee is established, Council should also identify a staff liaison. The City Attorney's Office should also be available to advise and assist the committee. Upon the occurrence of a triggering event, the committee should be established and the first meeting to review the issue should be noticed to the public and held within a certain amount of time. The staff suggestion is 14 days. Council should consider the noticing requirements, particularly whether to require mailing notice to those within a certain distance from the proposed development. The developer should also be noticed and encouraged to attend and address the committee. There should be at least two meetings required, with the opportunity for staff and relevant agencies to review and report to the committee before the last meeting. Council should consider whether to require all departments, some particular departments, or not identify specific departments to review and report to the committee. Meetings of the committee would be subject to the Open Meetings Act and records subject to the Freedom of Information Act.

Both the committee and staff should be guided by a quadruple bottom line philosophy in considering terms of a CBA. This provides a means to measure the value of a proposed development, the requested incentives, and the community benefits provided by a project. This is expressed as people, planet, profit, and purpose. It should foster the navigation of important goals without compromising core values. It may be possible for staff to develop a tool to measure and quantify the various components of this philosophy with regard to each proposed development. Benefits discussed should reflect the scale of the development, impact of the development, and the development's financial impact.

Benefits discussed in a CBA may be addressed wholly by the developer in the project itself. However, benefits may also be financial contributions to the City or third-parties for particular use. For instance, a CBA may call for funding provided to the Housing Commission for the acquisition or construction of affordable housing in the community. The terms of the use of such funding should be limited by the terms of the CBA and third-party beneficiaries should be particularly identified in the CBA. In addition, these parties should be involved in the discussion and possibly be a party to the CBA. In another hypothetical, the CBA may require the development to include the installation of solar panels. Or, alternatively, the CBA may call for the developer to provide funding to the City for the installation of solar panels elsewhere in the community. Such limitations on this spending should be clearly identified in the CBA, as well as reported and monitored through the budget and accounting procedures. Finally, the committee should consider and recommend the enforceability of the terms of a CBA and remedies available for breach.

The CBO should provide for clear timelines with regard to making a recommendation to Council. Staff is proposing 45 days for the committee to meet as needed (no less than two meetings) and provide a recommendation. Before Council considers this recommendation, staff is suggesting that the developer be provided with 15 days to respond to the recommendation. From that point, Council should consider the recommendation and provide direction to staff to negotiate and draft a CBA with the developer for Council consideration in the normal course.

An additional matter the CBO and any CBA should consider is that the City of Ypsilanti is a certified Redevelopment Ready Community ("RRC"). This is a program that assists local municipalities in establishing a sound foundation for redevelopment and investment to occur in their communities. RRC program participants receive a comprehensive assessment measuring their community and economic development practices to the RRC best practice standards. The program measures and then certifies communities that integrate



transparency, predictability, and efficiency into their daily development practices. The RRC certification is a formal recognition that a community has a vision for the future and the fundamental practices in place to get there in a clear and consistent manner.

Finally, while potential incentives to developers that would trigger a CBA process should be identified in the CBO, any list should be non-exhaustive and any definition both broad enough to include those intended and exclude those that are either unintended or where the City would have no authority to require a CBA process. Likewise, any potential community benefits to include in a CBA identified in the CBO should be included in a non-exhaustive list. The CBO should also not limit the creativity in considering terms but not authorize terms that are unenforceable or outside the City's enforceability.

Upon direction from Council in this further discussion, staff will prepare and draft an ordinance for eventual Council consideration. However, in proceeding with putting specific language together and continued research, further Council direction may be necessary in order to provide guidance on policy.



REQUEST FOR LEGISLATION

November 28, 2017

To: Mayor and City Council

From: Darwin D. P. McClary, City Manager

Subject: Employee Share of Medical Insurance Costs for 2018

Summary & Background:

Each year, the City is required to comply with the Michigan Public Act 152 of 2011, as amended, in regard to employer paid health care benefits for employees. The "Act" provides the City with three options to comply with the law.

Option #1 – Take no action and comply with the Hard Cap Limits established by the state.

Option #2 – By majority vote, approve a 20% cost sharing by the employees.

Option #3 – By super majority 2/3 vote of Council, opt out of compliance with the act.

Labor agreements currently in place have approved to be governed by Public Act 152. The C.O.A.M. and P.O.A.M. unions have established set costs for employees that elect two-person (25% of premium) or family coverage (30% of premium), are hired after 07/01/12, and who have a base salary of over \$55,000.

The City has implemented Option #2 for 2017, and in previous years, which requires employees to contribute 20% of the cost of health insurance including medical insurance premiums, estimated self-funded medical WRAP expenses, estimated self-funded prescription costs, employer health savings account contributions, and related fees. The City is responsible for the remaining 80%. The costs of dental and vision coverage are not considered health care as part of the Act; only medical related expenses apply.

Administration is recommending that the city council take no action and comply with the Hard Cap Limits as established by the State of Michigan for 2018. This change is requested due to the city's anticipated change from the current Community Blue PPO health insurance program to the BCN HMO plan and because this option would be most cost effective to employees participating in the HMO plan.

Recommended Action: Take no action on compliance with PA 152 of 2011 for 2018, thereby requiring that the city automatically comply with the Hard Cap requirements under the Act.

Attachments: None

City Manager Approval: DDPM

Council Agenda Date: 11/1/16

City Manager Comments: Take no action, thereby requiring compliance with the Hard Cap requirements of PA 152 of 2011.

Fiscal Services Director Approval: _____



REQUEST FOR LEGISLATION

November 28, 2017

To: Honorable Mayor and Ypsilanti City Council

From: Darwin D. P. McClary, City Manager

Subject: **AMENDMENT TO CITY OF YPSILANTI EMPLOYEE HANDBOOK – HEALTH INSURANCE**

SUMMARY & BACKGROUND:

Open enrollment for health insurance benefits has commenced for all employees. Pursuant to previous discussions with city council to change health insurance benefit options for employees, city council will need to approve the new health insurance program for non-union employees from the current Blue Cross/Blue Shield Community Blue PPO to the Blue Care Network HMO with Health Savings Account. Employees would have the option to participate in a voluntary Blue Cross/Blue Shield Simply Blue PPO with Health Savings Account if the employee pays 100% of the premium cost difference from the HMO plan.

Attached are copies of the cost analyses that have been completed on the existing and new plans. HR Director Craigmile and I would be happy to answer your questions regarding the new plan.

PREVIOUS COUNCIL ACTION:

None

FINANCIAL IMPACT:

The cost savings for all employees to switch to the HMO plan would be \$282,018. However, due to collective bargaining, all employees may not switch to the new plan in 2018. Please refer to the attached cost analyses sheets for more information.

RECOMMENDED ACTION:

To adopt the amendment to the City of Ypsilanti Employee Handbook changing the available health insurance plans for eligible non-union employees.

ATTACHMENTS:

Health Care Cost Analyses Sheets

CITY MANAGER APPROVAL: DDPM

COUNCIL AGENDA DATE: 11/28/2017

CITY MANAGER COMMENTS: Approve the amendment to the City of Ypsilanti Employee Handbook as presented.

FISCAL SERVICES DIRECTOR APPROVAL: _____



Resolution No. 2017 - 274
November 28, 2017

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, the City of Ypsilanti provides health insurance plans for city employees; and

WHEREAS, the premium costs for the city's existing health insurance plan, Blue Cross/Blue Shield Community Blue PPO, are expected to increase by 32% on average for all employee for benefit plan year 2018; and

WHEREAS, the city cannot afford to remain in the current health insurance program and must begin transitioning employees to a more cost effective plan; and

WHEREAS, it is necessary to amend the City of Ypsilanti Employee Handbook to approve the switch to the city's new Blue Care Network HMO plan with Health Savings Account contribution by the city effective January 1, 2018;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF YPSILANTI that the city council does hereby amending Section 3.16 – HEALTH INSURANCE – of the City of Ypsilanti Employee Handbook to add the following paragraph:

"Effective January 1, 2018, all eligible current and future non-union employees shall participate in the Blue Care Network HMO health insurance plan with \$3,000/\$6,000 deductibles and a Health Savings Account into which the city shall contribute \$2,000/\$4,000 annually. Prescription drug coverage shall be provided through the plan with \$10/\$60/\$80 copays for generic, preferred, and non-preferred brands respectively. As an alternative, employees may opt to participate in the Blue Cross/Blue Shield Simply Blue PPO plan with the employee to pay 100% of the difference in cost from the HMO plan. The complete details of both plans shall be outlined in the benefits summary booklets available through the Human Resources Department."

OFFERED BY: _____

SUPPORTED BY: _____

YES:

NO:

ABSENT:

VOTE:

HMO Medical Insurance
Benefit and cost analysis

All emps

	Community Blue PPO HRA \$4,000		BCN HMO HSA \$3,000 / 0%	
	<i>In-Network</i>	<i>Out-of-Network</i>	<i>In-Network</i>	<i>Out-of-Network</i>
Deductible	\$4,000 / \$8,000	\$5,000 / \$10,000	\$3,000 / \$6,000	Not covered
Coinsurance	80% / 20%	60% / 40%	100%	Not covered
Coinsurance maximum	N / A	N / A	N / A	Not covered
Total OOP maximum	\$6,350 / \$12,700	\$10,000 / \$20,000	\$6,350 / \$12,700	Not covered
	<i>Benefit Description</i>		<i>Benefit Description</i>	
PCP / specialist OV	\$30 / \$30		100% after deductible	
Chiropractic	Covered - 100%		100% after deductible	
ER / urgent care	\$50 / \$30		100% after deductible	
High-tech imaging	80% / 20% after deductible		100% after deductible	
Prescription drug	EHIM Self-funded (\$500/\$1,000 OOP max)		BCN Fully-Insured	
Generic	\$10		\$10 after deductible / \$30 after deductible	
Preferred brand	\$20 (\$30 COAM)		\$60 after deductible	
NonPreferred brand	\$20 (\$30 COAM)		\$80 after deductible	
Preferred specialty	\$20 (\$30 COAM)		80% / 20% (\$200 max) after deductible	
NonPreferred specialty	\$20 (\$30 COAM)		80% / 20% (\$300 max) after deductible	
Mail order	2 times copay		3 times copay minus \$10 after deductible	
	<i>Additional Information</i>		<i>Additional Information</i>	
Plan riders	Combined Med/Rx OOP: \$6,900 / \$13,800		Embedded deductible	
Provider network	BCBSM PPO		BCN HMO	

Rates **DO** include ACA Taxes & Fees

		Current Rates	Renewal Rates	Proposed 2017	Proposed 2018
One Person	17	\$399.22	\$518.62	\$312.85	\$396.60
Two Person	13	\$958.13	\$1,244.70	\$750.84	\$951.84
Family	30	\$1,197.67	\$1,555.88	\$938.55	\$1,189.80
Total Monthly Premium		\$55,172.53	\$71,674.04	\$43,235.87	\$54,810.12
Total Rx Costs		\$227,615.00	\$241,271.90		
Total HRA Costs		\$123,155.91	\$133,683.50		
Total Annual Premium		\$1,012,841.27	\$1,235,043.88	\$518,830.44	\$657,721.44
Annual Dollar Change from Current Plan			\$222,202.61	-\$494,010.83	-\$355,119.83
Annual Percent Change from Current Plan			21.94%	-48.77%	-35.06%

PPO Medical Insurance
Benefit and cost analysis

* Option to roll up

	Community Blue PPO HRA \$4,000		Simply Blue PPO HSA \$3,000 / 0%	
	<i>In-Network</i>	<i>Out-of-Network</i>	<i>In-Network</i>	<i>Out-of-Network</i>
Deductible	\$4,000 / \$8,000	\$5,000 / \$10,000	\$3,000 / \$6,000	\$6,000 / \$12,000
Coinsurance	80% / 20%	60% / 40%	100%	80% / 20%
Coinsurance maximum	N / A	N / A	N / A	N / A
Total OOP maximum	\$6,350 / \$12,700	\$10,000 / \$20,000	\$4,000 / \$8,000	\$8,000 / \$16,000
	<i>Benefit Description</i>		<i>Benefit Description</i>	
PCP / specialist OV	\$30 / \$30		100% after deductible	
Chiropractic	Covered - 100%		100% after deductible	
ER / urgent care	\$50 / \$30		100% after deductible	
High-tech imaging	80% / 20% after deductible		100% after deductible	
Prescription drug	EHIM Self-funded (\$500/\$1,000 OOP max)		BCBSM Fully-Insured	
Generic	\$10		\$10 after deductible	
Preferred brand	\$20 (\$30 COAM)		\$40 after deductible	
NonPreferred brand	\$20 (\$30 COAM)		\$80 after deductible	
Preferred specialty	\$20 (\$30 COAM)		\$80 max after deductible	
NonPreferred specialty	\$20 (\$30 COAM)		\$80 max after deductible	
Mail order	2 times copay		\$20 / \$80 / \$160 after deductible	
	<i>Additional Information</i>		<i>Additional Information</i>	
Plan riders	Combined Med/Rx OOP: \$6,900 / \$13,800		Embedded deductible, \$500 preventive Rx	
Provider network	BCBSM PPO		BCBSM PPO	

Rates **DO** include ACA Taxes & Fees

		Current Rates	Renewal Rates	Proposed 2017	Proposed 2018
One Person	17	\$399.22	\$518.62	\$419.61	\$552.65
Two Person	13	\$958.13	\$1,244.70	\$1,007.07	\$1,326.36
Family	30	\$1,197.67	\$1,555.88	\$1,258.84	\$1,657.96
Total Monthly Premium		\$55,172.53	\$71,674.04	\$57,990.48	\$76,376.53
Total Rx Costs		\$227,615.00	\$241,271.90		
Total HRA Costs		\$123,155.91	\$133,683.50		
Total Annual Premium		\$1,012,841.27	\$1,235,043.88	\$695,885.76	\$916,518.36
Annual Dollar Change from Current Plan			\$222,202.61	-\$316,955.51	-\$96,322.91
Annual Percent Change from Current Plan			21.94%	-31.29%	-9.51%

Community Blue PPO HRA \$4,000

BCBSM Group 007006087-0000; 0001; 0003; 0004

		Annual	80 / 20 - Monthly	Hard Cap - Monthly
One Person		\$12,573.44	\$209.56	\$501.08
Two Person		\$27,636.40	\$460.61	\$1,159.69
Family		\$31,370.56	\$522.84	\$1,123.18

Rates **DO** include ACA Taxes & Fees

Simply Blue PPO HSA \$2,000 / 0%

BCBSM Group 007006087-0018

		Annual	80 / 20 - Monthly	Hard Cap - Monthly
One Person		\$9,172.76	\$152.88	\$217.69
Two Person		\$21,214.60	\$353.58	\$624.54
Family		\$25,518.16	\$425.30	\$635.48

Rates **DO** include ACA Taxes & Fees

BCN HMO HSA \$3,000 / 0%

New Group & Suffix

		Annual	80 / 20 - Monthly	Hard Cap - Monthly
One Person		\$6,759.20	\$112.65	\$16.56
Two Person		\$15,422.08	\$257.03	\$141.83
Family		\$18,277.60	\$304.63	\$32.10



Non Union Medical Insurance Rates 1/1/2018
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Community Blue PPO HRA 4,000		No Longer Available to Non Union		
	Annual	80/20-Monthly	Hard Cap-Monthly	
One Person	\$12,573.44	209.56	501.08	
Two Person	\$27,636.40	460.61	1,159.69	
Family	\$31,370.56	522.84	1,123.18	

BCN HMO HSA 3,000/0%		Non Union 1/1/2018 effective date		
	Annual	80/20-Monthly	Hard Cap-Monthly	
One Person	\$6,759.20	\$112.65	\$16.56	
Two Person	\$15,422.08	\$257.03	\$141.83	
Family	\$18,277.60	\$304.63	\$32.10	

Simply Blue PPO HSA 2,000/0%		Buy Up Plan Option 1/1/2018 effective date		
	Annual	80/20-Monthly	Hard Cap-Monthly	
One Person	\$9,172.76	\$354.01	\$418.82	
Two Person	\$21,214.60	\$836.29	\$1,107.25	
Family	\$25,518.16	\$1,028.68	\$1,238.86	

Dental-Assurant	No Employee Cost
Vision-MECA	\$5.06

Medical Insurance Rates 1/1/2018



Community Blue PPO HRA 4,000		POAM/COAM Rates Hired on or After 7/1/2012 With Wages At Or Over 55,000		
		Annual	80/20-Monthly	Hard Cap-Monthly
One Person		\$12,573.44	209.56	501.08
Two Person		\$27,636.40	522.84	1,159.69
Family		\$31,370.56	678.43	1,123.18

Community Blue PPO HRA 4,000		Police, Fire, and AFSCME* Rates		
		Annual	80/20-Monthly	Hard Cap-Monthly
One Person		\$12,573.44	209.56	501.08
Two Person		\$27,636.40	460.61	1,159.69
Family		\$31,370.56	522.84	1,123.18

*AFSCME is required to pay entire rate increase for new year; not reflected in chart

BCN HMO HSA 3,000/0%		Non Union		
		Annual	80/20-Monthly	Hard Cap-Monthly
One Person		\$6,759.20	112.65	16.56
Two Person		\$15,422.08	257.03	141.83
Family		\$18,277.60	304.63	32.10

BCN HMO HSA 3,000/0%		POAM/COAM Rates Hired on or After 7/1/2011 With Wages At Or Over 55,000		
		Annual	80/20-Monthly	Hard Cap-Monthly
One Person		\$6,759.20	\$112.65	\$304.62
Two Person		\$15,422.08	\$304.62	\$423.61
Family		\$18,277.60	\$423.61	\$151.08

Simply Blue PPO HSA 2,000/0%-Buy Up Plan		Non Union		
		Annual	80/20-Monthly	Hard Cap-Monthly
One Person		\$9,172.76	\$354.01	\$418.82
Two Person		\$21,214.60	\$836.29	\$1,107.25
Family		\$25,518.16	\$1,028.68	\$1,238.86

Simply Blue PPO HSA 2,000/0%-Buy Up Plan		POAM/COAM Rates Hired on or After 7/1/2011 With Wages At Or Over 55,000		
		Annual	80/20-Monthly	Hard Cap-Monthly
One Person		\$9,172.76	\$354.01	\$418.82
Two Person		\$21,214.60	\$902.61	\$1,173.57
Family		\$25,518.16	\$1,194.48	\$1,404.66

	20%	25%	30%
Dental-Assurant	No Employee Cost	No Employee Cost	No Employee Cost
Vision-MECA	\$5.06	11.93	11.93

CY 2017 HEALTH CARE COSTS

ACTIVE MEMBERS AS OF 11/15/17		HEALTHCARE PLAN					TOTAL			
BARGAINING UNIT	HEALTHCARE PLAN	GROUP	DIVISION	SINGE	2-PERSON	FAMILY				
AFSCME	BCBS COMM. BLUE	7006087	0003	4	5	6	15			
IAFF	BCBS COMM. BLUE	7006087	0000	3	1	8	12			
POAM	BCBS COMM. BLUE	7006087	0001	3	3	5	11			
COAM	BCBS COMM. BLUE	7006087	0001	5	4	5	5			
NON-UNION	BCBS COMM. BLUE	7006087	0004	11	8	23	42			
MIXED GROUP	SIMPLY BLUE HSA \$2/\$	7006087	0003	3	1	4	8			
TOTAL MEMBERS				18	14	33	65			
BCBS COMMUNITY BLUE				399.22	958.13	1,197.67				
EHIM RX				139.51	334.83	418.53				
EHIM WRAP				62.86	171.78	214.73				
EHIM FEE				20.50	20.50	20.50				
TOTAL BCBC COM BLUE MONTHLY RATE				622.09	1,485.24	1,851.43				
BCBS SIMPLY BLUE (HSA)				452.70	1,086.48	1,358.09				
MONTHLY PREMIUMS BCBS COMMUNITY BLUE				6,842.99	11,881.92	42,582.89	61,307.80			
MONTHLY PREMIUMS BCBS SIMPLY BLUE HSA \$1,250/\$3,250				1,358.10	1,086.48	5,432.36	7,876.94			
TOTAL MONTHLY PREMIUM				8,201.09	12,968.40	48,015.25	69,184.74			
ANNUAL HEALTH CARE COST CY 2017				12.00	12.00	12.00	12.00			
BCBS SIMPLY BLUE HSA \$1,250/\$3,250				98,413.08	155,620.80	576,183.00	830,216.88			
TOTAL HEALTH CARE COST INCL. HSA CY 2017				3,750.00	3,250.00	13,000.00	20,000.00			
				102,163.08	158,870.80	589,183.00	850,216.88			

CY 2018 HEALTH CARE COSTS-PPO

ACTIVE MEMBERS AS OF 11/15/17		HEALTHCARE PLAN	GROUP	DIVISION	SINGE	2-PERSON	FAMILY	TOTAL
BARGAINING UNIT								
AFSCME		BCBS COMM. BLUE	7006087	0003	4	5	6	15
IAFF		BCBS COMM. BLUE	7006087	0000	3	1	8	12
POAM		BCBS COMM. BLUE	7006087	0001	3	3	5	11
COAM		BCBS COMM. BLUE	7006087	0001	5	4	5	5
NON-UNION		BCBS COMM. BLUE	7006087	0004	11	8	23	42
MIXED GROUP		SIMPLY BLUE HSA \$2/\$	7006087	0003	3	1	4	8
TOTAL MEMBERS					18	14	33	65
BCN HMO HAS \$3000/\$6000								
MONTHLY PREMIUMS								
					552.65	1,326.36	1,657.96	
					9,947.70	18,569.04	54,712.68	83,229.42
					12.00	12.00	12.00	
ANNUAL PREMIUMS CY 2018								
					119,372.40	222,828.48	656,552.16	998,753.04
HEALTH SAVINGS ACCOUNT (HSA) \$2,000/4000								
					36,000.00	56,000.00	132,000.00	224,000.00
TOTAL HEALTH CARE COST INCL. HSA CY 2018								
					155,372.40	278,828.48	788,552.16	1,222,753.04
TOTAL HEALTH CARE COST INCL. HSA CY 2017								
					102,163.08	158,870.80	589,183.00	850,216.88
HEALTH CARE COST INCREASE (DECREASE)								
					53,209.32	119,957.68	199,369.16	372,536.16
HEALTH CARE COST INCREASE (DECREASE) IN %								
					52.08%	75.51%	33.84%	43.82%

CY 2018 HEALTH CARE COSTS-HMO

ACTIVE MEMBERS AS OF 11/15/17						
BARGAINING UNIT	HEALTHCARE PLAN	GROUP	DIVISION	SINGE	2-PERSON	FAMILY
TOTAL						
AFSCME	BCBS COMM. BLUE	7006087	0003	4	5	6
						15
IAFF	BCBS COMM. BLUE	7006087	0000	3	1	8
POAM	BCBS COMM. BLUE	7006087	0001	3	3	5
COAM	BCBS COMM. BLUE	7006087	0001	5	4	5
NON-UNION	BCBS COMM. BLUE	7006087	0004	11	8	23
						42
MIXED GROUP	SIMPLY BLUE HSA \$2/\$	7006087	0003	3	1	4
						8
TOTAL MEMBERS				18	14	33
						65
BCN HMO HAS \$3000/\$6000				396.60	951.84	1,189.80
MONTHLY PREMIUMS				7,138.80	13,325.76	39,263.40
				12.00	12.00	12.00
ANNUAL PREMIUMS CY 2018				85,665.60	159,909.12	471,160.80
HEALTH SAVINGS ACCOUNT (HSA) \$2,000/4000				36,000.00	56,000.00	132,000.00
TOTAL HEALTH CARE COST INCL. HSA CY 2018				121,665.60	215,909.12	603,160.80
						940,735.52
TOTAL HEALTH CARE COST INCL. HSA CY 2017				102,163.08	158,870.80	589,183.00
						850,216.88
HEALTH CARE COST INCREASE (DECREASE)				19,502.52	57,038.32	13,977.80
HEALTH CARE COST INCREASE (DECREASE) IN %				19.09%	35.90%	2.37%
						90,518.64
						10.65%

ACTIVE MEMBERS AS OF 11/15/17

BARGAINING UNIT	HEALTHCARE PLAN	GROUP	DIVISION	SINGE	2-PERSON	FAMILY	TOTAL
AFSCME	BCBS COMM. BLUE	7006087	0003	4	5	6	15
IAFF	BCBS COMM. BLUE	7006087	0000	3	1	8	12
POAM	BCBS COMM. BLUE	7006087	0001	3	3	5	11
COAM	BCBS COMM. BLUE	7006087	0001			5	5
NON-UNION	BCBS COMM. BLUE	7006087	0004	5	4	5	14
				11	8	23	42
MIXED GROUP	SIMPLY BLUE HSA \$2/\$	7006087	0003	3	1	4	8
TOTAL				18	14	33	65

F:\USER\FINANCE\PA 152\[PA 152 CY 2018 COMPLIANCE.xlsx]MEMBERS

Print**Citizen Advisory Boards and Commissions Participation Resume - Submission #306****Date Submitted: 8/25/2017**

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

Name*

Sam Stroud

Email Address*

sistrout@wccnet.edu

Address

210 Oak St.

City

Ypsilanti

State

MI

Zip Code

48198

Phone Number*

734-474-5132

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

16

Ward You Live In

Ward 3

Education

Currently entering 11th grade

Occupation

N/A

Employer

N/A

Are you applying for youth membership?

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

☒ Yes☐ No**I would like to be considered and could devote sufficient time to serve on the following board or commission:**

- | | | |
|--|---|---|
| ☐ Review and Tax Assessment Board | ☐ Historic District Commission | ☐ Property Maintenance Construction Board of Appeals |
| ☐ Board of Ethics | ☐ Ypsilanti Housing Commission | ☐ Parks and Recreation Commission |
| ☐ Fire Civil Service Commission | ☐ Human Relations Commission | ☐ Ann Arbor Area Transit Authority |
| ☐ YCUA | ☐ Sidewalk Review Board | ☐ Police and Fire Pension Board |
| ☐ Ypsilanti Downtown Development Authority | ☐ Planning Commission | ☐ Huron River Watershed Council |
| ☐ Economic Development Corporation/Brownfield Redevelopment Authority | ☐ Non-motorized Advisory Committee | ☒ Sustainability Commission |

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

I feel very passionate about sustainability and implementing it into the town to help the community.

Work/volunteer experience related to the board or commission:

I currently volunteer at Growing Hope and at both my middle school (Ann Arbor Learning Community) and my high school (Washtenaw Technical Middle College) sustainability was heavily incorporated into the curriculum. When I was in middle school, I would annually go to Bioneers in Detroit where we would take short "classes" that related to sustainability to environmentalism (i.e. pollution from factories, biofuels, uses of corn, etc) with other classmates as a part of an elective program there.

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

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

☒ Yes

Print**Citizen Advisory Boards and Commissions Participation Resume - Submission #294****Date Submitted: 7/18/2017**

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

Name*

Devika Dibya Choudhuri

Email Address*

dibychoudhuri@gmail.com

Address

2116 Roosevelt

City

Ypsilanti

State

Michigan

Zip Code

48197

Phone Number*

7343370906

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

14

Ward You Live In**Education**

MS in Counseling; PhD in Counselor Education and Supervision

Occupation

Professor; Licensed Professional Counselor

Employer

Eastern Michigan University

Are you applying for youth membership?

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

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

My area of study is multicultural counseling and I have devoted my professional life to addressing issues of diversity, equity, and inclusion. I am deeply interested in social justice and in promoting community that values and comes together over diversity rather than seeing it as problematic and divisive.

Work/volunteer experience related to the board or commission:

Licensed Professional Counselor in Michigan since 2001. Currently Vice-Chair of President's Commission on Diversity and Inclusion at EMU. Served on the Board of Directors of the National Board of Certified Counselors (NBCC), an international accrediting agency for six years and was Chair of the Board. Served on the Minority Fellowship Program Doctoral Advisory Council, a federally funded grants program to increase minority scholars in counseling nationally. I serve as an Editorial Reviewer for the APA Journal Cultural Diversity and Ethnic Minority Psychology since 2005, and served on the Editorial board of Journal of Multicultural Counseling & Development as well as the Journal of LGBT Issues

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

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

☒ Yes

Print**Citizen Advisory Boards and Commissions Participation Resume - Submission #323****Date Submitted: 11/28/2017**

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

Name*

Anne Brown

Email Address*

aasbrown@gmail.com

Address

2125 Collegewood

City

Ypsilanti

State

MI

Zip Code

48197

Phone Number*

734-218-4257

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

40 years

Ward You Live In

Ward 2

Education

College

Occupation

Public Administration

Employer

Sustainable Strategies Consulting

Are you applying for youth membership?

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

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

I have served the City of Ypsilanti in several capacities and believe my abilities and passion for improving our water front, increasing economic impact and to include community driven needs will assist the HRWC in working with the City on our desire to improve river access.

Work/volunteer experience related to the board or commission:

My volunteer experience includes currently serving on the SEMCOG Water Resource Task Force that produced the Policies and Strategies for the regions blue economy, invasive species, infrastructure and drinking water. As former chair of the Ypsi Parks and Rec Commission, I initiated memberships in both the Michigan and National Parks and Rec Associations and founded the Friends of Peninsular Park. In 2017, I am one of 7 co-founders of the Diversity and Inclusion Task Force for mParks. My experience with HRWC includes working with D' Real Graham and HRWC to host the first Huron River Day, Team Lead for Ypsi Trail Town and have worked as a volunteer for the last four years at their signature event "Suds on the River".

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

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

☒ Yes



Resolution No. 2017-281
November 28, 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 28, 2017
7:00 p.m.

I. CALL TO ORDER –
The meeting was called to order at 7:05 p.m.

II. ROLL CALL –

Council Member Bashert	Present	Council Member Robb	Present
Mayor Pro-Tem Brown	Present	Council Member Vogt (7:49)	Present
Council Member Murdock	Present	Mayor Edmonds	Present
Council Member Richardson	Present		

III. INVOCATION –

IV. PLEDGE OF ALLEGIANCE –

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

V. AGENDA APPROVAL –
The agenda was approved as submitted

Change:

Move: Remove Resolution No. 2017-272, approving purchase of two (2) 2018 Ford Police Interceptors, from Section XI, Consent Agenda, to Section XII, Resolutions/Motions/Discussions.

VI. INTRODUCTIONS –

VII. PRESENTATIONS –

- Affirmatively Furthering Fair Housing Report – Teresa Gillotti, Housing and Community Infrastructure Manager
- Employee Benefits Contributions – Rebecca Craigmile, HR Manager
- Roadside Marijuana Testing – Tony DeGuisti, Police Chief
- Police Recruiting – Tony DeGuisti, Police Chief

VIII. AUDIENCE PARTICIPATION –

IX. REMARKS BY THE MAYOR –

X. PUBLIC HEARINGS -

1. Approving a request for a new Class C License with a Dance/Entertainment permit for Harmony Lane, LLC located at 17 N. Washington.
 - A. Resolution No. 2017-264, determination.
Offered By: Mayor Pro-Tem Brown; Seconded By: Council Member Vogt
Approved: Yes – 7; No – 0; Absent - 0
 - B. Open public hearing.
 - C. Resolution No. 2017-265, close public hearing.
Offered By: Mayor Pro-Tem Brown; Seconded By: Council Member Vogt
Approved: Yes – 7; No – 0; Absent - 0

XI. CONSENT AGENDA –

Resolution No. 2017-266

1. Resolution No. 2017-267, approving Ordinance 1296, an ordinance to amend Ypsilanti City Code Chapter 6, "Alcoholic Liquor" to be consistent with State Law and setting forth the penalties.
(Second Reading)
Offered By: Council Member Bashert; Seconded By: Council Member Vogt
Approved: Yes – 7; No – 0; Absent - 0
2. Resolution No. 2017-268, approving Ordinance 1297, 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". ***(Second Reading)***
Offered By: Council Member Bashert; Seconded By: Council Member Vogt
Approved: Yes – 7; No – 0; Absent - 0
3. Resolution No. 2017-269, approving Ordinance 1298, an ordinance to amend Chapter 7, "Medical Marijuana" of the Ypsilanti City Code. ***(Second Reading)***
Offered By: Council Member Bashert; Seconded By: Council Member Vogt
Approved: Yes – 7; No – 0; Absent - 0
4. Resolution No. 2017-270, approving the minutes of November 13th and November 14th, 2017.
Offered By: Council Member Bashert; Seconded By: Council Member Vogt
Approved: Yes – 7; No – 0; Absent - 0
5. Resolution No. 2017-271, authorizing the Finance Department to proceed in processing payments to cover the Ypsilanti Fire Department's YFD Engine-3 equipment damages.
Offered By: Council Member Bashert; Seconded By: Council Member Vogt
Approved: Yes – 7; No – 0; Absent - 0
- ~~6. Resolution No. 2017-272, approving purchase of two (2) 2018 Ford Police Interceptors. ***(Moved to Section XII)***~~

XII. RESOLUTIONS/MOTIONS/DISCUSSIONS –

1. Resolution No. 2017-276, approving an extension to the purchase agreement for 400 N. River (Thompson Block).
Offered By: Council Member Murdock; Seconded By: Council Member Richardson
Approved: Yes – 7; No – 0; Absent - 0
2. Resolution No. 2017-277, directing staff to install speed bumps on Ferris Street between W. Ainsworth and S. Hamilton.
Offered By: Council Member Richardson; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 7; No – 0; Absent - 0

3. Resolution No. 2017-278, approving Request for Proposal (RFP) for parking support and infrastructure.
Offered By: Council Member Robb; Seconded By: Council Member Vogt
Approved: Yes – 7; No – 0; Absent - 0
4. Resolution No. 2017-279, approving proposed 2018 Council meeting schedule.
Offered By: Mayor Pro-Tem Brown; Seconded By: Council Member Vogt
Approved: Yes – 7; No – 0; Absent - 0
5. Resolution No. 2017-280, approving FY 2018-19 Budget Preparation Calendar.
Offered By: Council Member Bashert; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 7; No – 0; Absent - 0
6. Resolution No. 2017-282, granting The Plato Law Firm City Council's power to issue subpoenas, administer oaths, take testimony, and require production of documents and other evidence as part of the investigation of the China trip.
Offered By: Council Member Bashert; Seconded By: Council Member Richardson
Approved as Amended: Yes – 5; No – 0; Absent – 0; Abstain – 2 (Edmonds, Brown)
7. Resolution No. 2017-272, approving purchase of two (2) 2018 Ford Police Interceptors.
Offered By: Council Member Bashert; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 7; No – 0; Absent - 0
8. Discussion - Community Benefits Ordinance.
9. ~~Discussion regarding the allocation of funds that will be created by the Washtenaw County Community Mental Health and Public Safety Preservation millage approved during the November 7th Special Election.~~ **(Added) (Postponed until December 5, 2017)**

XIII. LIAISON REPORTS –

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Eastern Washtenaw Safety Alliance
- F. Friends of Rutherford Pool
- G. Housing Equity Leadership Team
- H. Economic Development Coordinating Committee

XIV. COUNCIL PROPOSED BUSINESS –

XV. COMMUNICATIONS FROM THE MAYOR –
Nominations:

Sustainability Commission

Sam Stroud
210 Oak St.
Ypsilanti, MI 48198

Human Relations Commission

Devika Chourhuri
2116 Roosevelt
Ypsilanti, MI 48197

Huron Watershed

Anne Brown
2125 Collegewood
Ypsilanti, MI 48197

Ethics

Patricia Berry
616 Collegewood
Ypsilanti, MI 48197

Tax Review Board

Andy Fanta
1221 Westmoorland
Ypsilanti, MI 48197

Roberta Andrews
7 N. Normal
Ypsilanti, MI 48197

Historic District Commission

Ron Rupert
421 N Huron
Ypsilanti, MI 48197

Erika Lindsay
317 Prospect
Ypsilanti, MI 48197

LDFA

Phil Tepley (**non-resident**)
752 E. Grand Blvd
Ypsilanti, MI 48198

Housing Commission

Ariel Moore
1 Oakwood
Ypsilanti, MI 48197

XVI. COMMUNICATIONS FROM THE CITY MANAGER –

XVII. COMMUNICATIONS –

- Police Department Bench Warrant Report (*distributed*)

XVIII. AUDIENCE PARTICIPATION –

XIX. REMARKS FROM THE MAYOR –

XX. CLOSED SESSION -

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

XXI. RESOLUTIONS/MOTIONS/DISCUSSIONS –

10. Resolution No. 2017-273, approving Health Care Employee Contribution Limits – PA 152 of 2011.
Offered By: Council Member Murdock; Seconded By: Council Member Richardson
Approved as Amended: Yes – 4; No – 1 (Robb); Absent – 0; Abstain – 2 (Richardson, Murdock)
11. Resolution No. 2017-274, approving amendment to Employee Handbook.
Offered By: Council Member Bashert; Seconded By: Mayor Pro-Tem Brown
Approved: Yes – 7; No – 0; Absent - 0

XXII. ADJOURNMENT –

Resolution No. 2017-281, adjourning the City Council meeting.
The meeting adjourned at 1:00 a.m.